



**NOTICE OF ANNUAL AND SPECIAL MEETING AND  
MANAGEMENT INFORMATION CIRCULAR  
WITH RESPECT TO THE ANNUAL AND SPECIAL  
MEETING OF SHAREHOLDERS OF**

**QYOU MEDIA INC.**

**TO BE HELD ON DECEMBER 14, 2018**

QYOU MEDIA INC.  
**NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS  
TO BE HELD ON DECEMBER 14, 2018**

TAKE NOTICE THAT an annual and special meeting (the “**Meeting**”) of the shareholders of QYOU MEDIA INC. (the “**Corporation**”) will be held at the offices of Wildeboer Dellelce LLP, Wildeboer Dellelce Place, Suite 800, 365 Bay Street, Toronto, Ontario, M5H 2V1, on Friday, December 14, 2018 at 9:00 a.m. (Toronto time) for the following purposes:

1. to receive the audited consolidated financial statements of the Corporation as at and for the financial year ended June 30, 2018, together with the report of the auditors thereon;
2. to elect directors of the Corporation to hold office until the close of business of the next annual meeting of the Corporation’s shareholders;
3. to re-appoint Ernst & Young LLP as auditors of the Corporation to hold office until the close of business of the next annual meeting of the Corporation’s shareholders and to authorize the directors of the Corporation to fix the auditors’ remuneration;
4. to consider and, if deemed advisable, approve and re-confirm, with or without variation, by ordinary resolution, the Corporation’s current stock option plan, including the reservation for issuance thereunder of all unallocated options, rights and other entitlements, in accordance with the rules of the TSX Venture Exchange (the “**TSXV**”);
5. to consider and, if deemed advisable, approve and confirm, with or without variation, by ordinary resolution of Disinterested Shareholders (as defined below), the Corporation’s amended and restated restricted share unit plan, including the reservation for issuance thereunder of all unallocated restricted share units, rights and other entitlements, in accordance with the rules of the TSXV; and
6. to transact such other business as may be properly brought before the Meeting or any adjournment thereof.

Approval of the restricted share unit plan will require Disinterested Shareholder approval, being the approval of a majority of the votes cast by shareholders at the Meeting excluding Insiders and Associates of Insiders. An “Insider” includes all directors and senior officers of the Corporation and its subsidiaries and any person who beneficially owns or controls, directly or indirectly, more than 10% of the issued and outstanding common shares of the Corporation; and “Associates of Insiders” includes an Insider’s spouse, children and any relative who lives in the same residence as the Insider.

Information relating to the items described above is set forth in the accompanying Management Information Circular of the Corporation.

The Corporation will deliver this notice of meeting and the accompanying Management Information Circular and form of proxy (collectively, the “**Meeting Materials**”) to shareholders by posting the Meeting Materials online at [www.theqyou.com/#investors](http://www.theqyou.com/#investors) in accordance with the notice and access notification mailed to shareholders of the Corporation. The use of the notice and access procedures under applicable securities laws reduces the Corporation’s printing and mailing costs.

The Meeting Materials will be available online at [www.theqyou.com/#investors](http://www.theqyou.com/#investors) as of November 14, 2018 and will remain on the website for one full year thereafter. The Meeting Materials will also be available under the Corporation’s profile on SEDAR at [www.sedar.com](http://www.sedar.com). All shareholders of the Corporation will receive a notice and access notification containing information on how to obtain electronic and paper copies of the Meeting Materials in advance of the Meeting. Shareholders wishing to receive paper copies of the Meeting Materials

can request same from the Corporation by calling 1-888-221-0915. The Corporation will mail paper copies of the Meeting Materials to requesting shareholders at no cost to them within three business days of their request, if such requests are made before the Meeting.

Only shareholders of record as of October 29, 2018, the record date, are entitled to receive notice of and to vote at the Meeting. Shareholders who wish to vote at the Meeting must attend the Meeting in person or deposit an instrument of proxy in accordance with the instructions set forth below and in the accompanying Management Information Circular.

DATED at Toronto, Ontario this 1st day of November, 2018.

**By Order of the Board of Directors**

(signed) "*Curt Marvis*"

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Curt Marvis  
Chief Executive Officer

**IMPORTANT**

It is desirable that as many shares as possible be represented at the Meeting. If you do not expect to attend the Meeting and would like your shares represented, please complete the instrument of proxy that was sent to you and return it as soon as possible in the envelope provided for that purpose. To be valid, all instruments of proxy must be delivered to the Proxy Department of Computershare Investor Services Inc., 100 University Avenue, 8th Floor, Toronto, Ontario, Canada M5J 2Y1 (facsimile (866) 249-7775) not later than 48 hours, excluding Saturdays, Sundays and statutory holidays in the City of Toronto, prior to the time of the Meeting or any adjournment thereof. Late instruments of proxy may be accepted or rejected by the chair of the Meeting in his or her discretion but he or she is under no obligation to accept or reject any particular late instrument of proxy. As an alternative to completing and submitting an instrument of proxy, you may vote electronically on the internet at [www.investorvote.com](http://www.investorvote.com) or by telephone by contacting Computershare Investor Services Inc. at 1-866-732-8683. Shareholders who wish to vote using the internet or by telephone should follow the instructions in the instrument of proxy mailed to such shareholder.

**QYOU MEDIA INC.****INFORMATION CIRCULAR****PURPOSE OF SOLICITATION**

Information in this Management Information Circular (the “**Circular**”) is given as of the 1st day of November, 2018, except as otherwise indicated herein. Unless otherwise indicated, dollar amounts are expressed in Canadian dollars.

**NOTICE AND ACCESS**

QYOU Media Inc. (the “**Corporation**”) has elected to deliver the materials in respect of the Meeting (as hereinafter defined) pursuant to the notice and access provisions of National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”) which came into force on February 11, 2013 (“**Notice and Access**”). Notice and Access is a set of rules that reduces the volume of materials that must be physically mailed to shareholders by allowing issuers to deliver meeting materials to shareholders electronically by providing shareholders with access to these materials online.

In accordance with the Notice and Access provisions, a notice and a form of proxy or voting instruction form (together, the “**Notice Package**”) has been sent to all shareholders informing them that this Circular is available online and explaining how this Circular may be accessed, in addition to outlining relevant dates and matters to be discussed at the Meeting. The Notice of Meeting (as hereinafter defined), the Circular and the financial statements (collectively, the “**Proxy-Related Materials**”) have been made available online to shareholders of the Corporation at [www.theqyou.com/#investors](http://www.theqyou.com/#investors) and under the Corporation’s profile on SEDAR (the System for Electronic Document Analysis and Retrieval) at [www.sedar.com](http://www.sedar.com). The Corporation will indirectly send the Notice Package to Non-Registered Holders (as hereinafter defined).

For the Meeting, the Corporation is using Notice and Access delivery procedures for both registered and non-registered (or beneficial) shareholders. Neither registered shareholders nor Non-Registered Holders will receive a paper copy of this Circular unless they contact the Corporation after it is posted, in which case the Corporation will mail this Circular within three business days of any request provided the request is made prior to the Meeting. Shareholders wishing to receive paper copies of the Proxy-Related Materials can request same from the Corporation by calling 1-888-221-0915. The Corporation must receive your request prior to 5:00 p.m. (Toronto time) on November 30, 2018 to ensure you will receive paper copies in advance of the deadline to submit your vote.

**PROXY RELATED INFORMATION****Solicitation of Proxies**

**This Circular is provided in connection with the solicitation of proxies by management of QYOU Media Inc. (the “Corporation”) for use at the annual general and special meeting (the “Meeting”) of the holders (“Shareholders”) of common shares of the Corporation (“Common Shares”).** The Meeting will be held at the offices of Wildeboer Dellelce LLP, Wildeboer Dellelce Place, Suite 800, 365 Bay Street, Toronto, Ontario, M5H 2V1, on Friday, December 14, 2018 at 9:00 a.m. (Toronto time), or at such other time or place to which the Meeting may be postponed or adjourned, for the purposes set forth in the Notice of Meeting accompanying this Circular (the “**Notice**”).

It is expected that the solicitation will be primarily by mail, but proxies may also be solicited personally, by advertisement or by telephone by regular employees of the Corporation without special compensation, at

nominal cost. The costs of solicitation will be borne by the Corporation. The Corporation will pay the reasonable expenses of persons who are the registered but not beneficial owners of Common Shares for forwarding copies of the Notice Package to non-objecting beneficial owners. The Corporation will provide, without cost to such persons, upon request to the Corporate Secretary of the Corporation, additional copies of the foregoing documents required for this purpose.

Contained in the Notice Package is a form of proxy for use at the Meeting (the “**Instrument of Proxy**”). Each Shareholder who is entitled to attend at Shareholders’ meetings is encouraged to participate in the Meeting and Shareholders are urged to vote on matters to be considered in person or by proxy.

### **Appointment, Time for Deposit and Revocation of Proxies**

#### *Appointment of a Proxy*

**Those Shareholders who wish to be represented at the Meeting by proxy must complete and deliver a proper form of proxy to the Proxy Department of Computershare Investor Services Inc., 100 University Avenue, 8th Floor, Toronto, Ontario, Canada M5J 2Y1 (facsimile (866) 249-7775).** As an alternative to completing and submitting a proxy for use at the Meeting, a Shareholder may vote electronically on the internet at [www.investorvote.com](http://www.investorvote.com) or by telephone by contacting Computershare Investor Services Inc. at 1-866-732-8683. Votes cast electronically or by telephone are in all respects equivalent to, and will be treated in the same manner as, votes cast via a paper Instrument of Proxy. Shareholders who wish to vote using internet or by telephone should follow the instructions provided in the Instrument of Proxy contained in the Notice Package. Votes cast electronically or by telephone must be submitted no later than 9:00 a.m. (Toronto time) on Wednesday, December 12, 2018 or at least 48 hours, excluding Saturdays, Sundays and statutory holidays, before any adjournment or postponement of the Meeting.

**The persons named as proxyholders in the Instrument of Proxy contained in the Notice Package are directors or officers of the Corporation and are representatives of the Corporation’s management for the Meeting. A Shareholder who wishes to appoint some other person (who need not be a Shareholder) as his, her or its representative at the Meeting may do so by either: (i) crossing out the names of the management nominees AND legibly printing the other person’s name in the blank space provided in the Instrument of Proxy included in the Notice Package; or (ii) completing another valid form of proxy. In either case, the completed form of proxy must be delivered to the Corporate Secretary of the Corporation, at the place and within the time specified herein for the deposit of proxies.** A Shareholder who appoints a proxy who is someone other than the management representatives named in the Instrument of Proxy should notify the nominee of the appointment, obtain the nominee’s consent to act as proxy, and provide instructions on how Common Shares are to be voted. The nominee should bring personal identification to the Meeting. The form of proxy should be dated and executed by the Shareholder or an attorney authorized in writing, with proof of such authorization attached (where an attorney executed the proxy form).

**In order to validly appoint a proxy, Instruments of Proxy must be received by the Proxy Department of Computershare Investor Services Inc., 100 University Avenue, 8th Floor, Toronto, Ontario, Canada M5J 2Y1 (facsimile (866) 249-7775) at least 48 hours, excluding Saturdays, Sundays and statutory holidays in the City of Toronto, prior to the time of the Meeting or any adjournment thereof.** After such time, the chair of the Meeting may accept or reject a form of proxy delivered to him or her in his or her discretion but is under no obligation to accept or reject any particular late Instrument of Proxy.

#### *Non-Registered Holders*

**The information set forth in this section is of significant importance to many Shareholders as a substantial number of Shareholders do not hold Common Shares in their own name and thus are considered non-registered beneficial shareholders.** Only registered holders of Common Shares or the

persons they appoint as their proxyholder are permitted to vote at the Meeting. However, in many cases, Common Shares beneficially owned by a person (a “**Non-Registered Holder**”) are registered either: (i) in the name of an intermediary (an “**Intermediary**”) (including, among others, banks, trust companies, securities dealers, brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs, TFSAs and similar plans) that the Non-Registered Holder deals with in respect of the Common Shares; or (ii) in the name of a clearing agency (such as the Canadian Depository for Securities Limited) of which the Intermediary is a participant. Non-Registered Holders should note that only proxies deposited by Shareholders whose names appear on the records of the Corporation as the registered holders of Common Shares can be recognized and acted upon at the Meeting. In accordance with the requirements of the Canadian Securities Administrators (the “**CSA**”), the Corporation will have distributed copies of the Notice Package to the clearing agencies and Intermediaries for onward distribution to Non-Registered Holders. If you are a Non-Registered Holder, your Intermediary will be the entity legally entitled to vote your Common Shares at the Meeting. Common Shares held by an Intermediary can only be voted upon the instructions of the Non-Registered Holder. Without specific instructions, Intermediaries are prohibited from voting Common Shares.

Applicable regulatory policy requires Intermediaries to seek voting instructions from Non-Registered Holders in advance of the Meeting. Often, the form of proxy supplied to a Non-Registered Holder by its Intermediary is identical to the form of proxy provided to registered Shareholders; however, its purpose is limited to instructing the registered Shareholder how to vote on behalf of the Non-Registered Holder. The majority of Intermediaries now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. (“**Broadridge**”). Broadridge typically mails a scannable voting instruction form in lieu of the form of proxy. The Non-Registered Holder is requested to complete and return the voting instruction form to Broadridge by mail or facsimile. Alternatively, the Non-Registered Holder may call a toll-free telephone number or access the internet to provide instructions regarding the voting of Common Shares held by the Non-Registered Holder. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Common Shares to be represented at the Meeting. A Non-Registered Holder receiving a voting instruction form cannot use that voting instruction form to vote Common Shares directly at the Meeting, as the voting instruction form must be returned as directed by Broadridge well in advance of the Meeting in order to have such Common Shares voted.

Non-Registered Holders should ensure that instructions respecting the voting of their Common Shares are communicated in a timely manner and in accordance with the instructions provided by their Intermediary or Broadridge, as applicable. Every Intermediary has its own mailing procedures and provides its own return instructions to clients, which should be carefully followed by Non-Registered Holders in order to ensure that their Common Shares are voted at the Meeting.

Although a Non-Registered Holder may not be recognized directly at the Meeting for the purpose of voting Common Shares registered in the name of their Intermediary, a Non-Registered Holder may attend the Meeting as proxyholder for the Intermediary and vote the Common Shares in that capacity. **Non-Registered Holders who wish to attend the Meeting and indirectly vote their Common Shares as a proxyholder, should enter their own names in the blank space on the form of proxy or voting instruction form provided to them by their Intermediary and/or Broadridge, as applicable, and return the same in accordance with the instructions provided by their Intermediary and/or Broadridge, as applicable, well in advance of the Meeting.**

The purpose of the above-noted procedures is to permit Non-Registered Holders to direct the voting of the Common Shares that they beneficially own. Non-Registered Holders should carefully follow the instructions and procedures of their Intermediary or Broadridge, as applicable, including those regarding when and where the form of proxy or voting instruction form is to be delivered.

Pursuant to NI 54-101, the Corporation is distributing copies of proxy-related materials in connection with the Meeting indirectly to non-objecting beneficial owners of Common Shares. The Corporation is relying on

the Notice and Access delivery procedures to distribute copies of Proxy-Related Materials in connection with the Meeting. See information under the heading “*Notice and Access*”. The Corporation has determined not to pay the fees and costs of Intermediaries for their services in delivering Meeting Materials to objecting beneficial owners in accordance with NI 54-101. As a result, objecting beneficial owners will not receive the Meeting Materials unless the objecting beneficial owners’ Intermediary assumes the costs of delivery.

#### *Revoking a Proxy*

A Shareholder who has validly given a proxy may revoke it for any matter upon which a vote has not already been cast by the proxyholder appointed in the proxy. In addition to revocation in any other manner permitted by law, a proxy may be revoked with an instrument in writing signed and delivered to either the offices of counsel to the Corporation at Wildeboer Dellelce LLP, Wildeboer Dellelce Place, Suite 800, 365 Bay Street, Toronto, Ontario, M5H 2V1, at any time up to and including the last business day preceding the date of the Meeting, or any adjournment thereof at which the proxy is to be used, or deposited with the chair of the Meeting on the day of the Meeting, or any adjournment thereof. The document used to revoke a proxy must be in writing and completed and signed by the Shareholder or his or her attorney authorized in writing or, if the Shareholder is a corporation, under its corporate seal or by an officer or attorney thereof duly authorized. As well, a Shareholder who has given a proxy may attend the Meeting in person (or where the Shareholder is a corporation, its authorized representative may attend), revoke the proxy (by indicating such intention to the chair of the Meeting before the proxy is exercised) and vote in person (or withhold from voting). If a Shareholder has voted on the internet or by telephone and wishes to change such vote, such Shareholder may vote again through such means before 9:00 a.m. (Toronto time) on Wednesday, December 12, 2018, or at least 48 hours, excluding Saturdays, Sundays and statutory holidays, before any adjournment or postponement of the Meeting.

#### *Signature on Proxies*

The Instrument of Proxy must be executed by the Shareholder or his or her duly appointed attorney authorized in writing or, if the Shareholder is a corporation, by a duly authorized officer whose title must be indicated. An Instrument of Proxy signed by a person acting as attorney or in some other representative capacity should indicate that person’s capacity (following his or her signature) and should be accompanied by the appropriate instrument evidencing qualification and authority to act (unless such instrument has been previously filed with the Corporation).

#### *Voting of Proxies*

Each Shareholder may instruct his, her or its proxyholder on how to vote his, her or its Common Shares by completing the blanks on the Instrument of Proxy. **Common Shares represented by the Instrument of Proxy included in the Notice Package will be voted or withheld from voting on any motion, by ballot or otherwise, in accordance with any indicated instructions. In the absence of such direction, such Common Shares will be voted IN FAVOUR OF PASSING THE RESOLUTIONS DESCRIBED IN THE INSTRUMENT OF PROXY AND BELOW.** If any amendment or variation to the matters identified in the Notice is proposed at the Meeting or any adjournment or postponement thereof, or if any other matters properly come before the Meeting or any adjournment or postponement thereof, the Instrument of Proxy included in the Notice Package confers discretionary authority to vote on such amendments or variations or such other matters according to the best judgment of the appointed proxyholder. As at the date of this Circular, the management of the Corporation knows of no such amendments or variations or other matters to come before the Meeting.

**Unless otherwise stated, Common Shares represented by a valid Instrument of Proxy will be voted in favour of: (i) the election of nominees set forth in this Circular except where a vacancy among such nominees occurs prior to the Meeting, in which case, such Common Shares may be voted in favour of**

**another nominee in the proxyholder’s discretion; (ii) the re-appointment of Ernst & Young LLP (“E&Y”) as auditors of the Corporation and the authorization of the board of directors of the Corporation (the “Board”) to fix their remuneration; (iii) the ordinary resolution approving and re-confirming the Corporation’s current stock option plan; and (iv) the ordinary resolution approving and confirming the Corporation’s amended and restated restricted share unit plan.**

All references to Shareholders in this Circular and the Instrument of Proxy and Notice are to registered Shareholders unless specifically stated otherwise.

### **VOTING SHARES AND PRINCIPAL HOLDERS THEREOF**

The Corporation is authorized to issue an unlimited number of First Preferred Shares, Second Preferred Shares and Common Shares, without nominal par value. As of the date hereof, there are 98,483,810 Common Shares, nil First Preferred Shares and nil Second Preferred Shares issued and outstanding. Holders of the Common Shares are entitled to vote at the Meeting on the basis of one vote for each Common Share held.

The holders of Common Shares of record at the close of business on the record date, set by the Board to be October 29, 2018 (the “**Record Date**”), are entitled to vote such Common Shares at the Meeting on the basis of one vote for each Share.

The bylaws of the Corporation provide that one (1) person present and representing, in person or by proxy, not less than five percent (5%) of the issued Common Shares entitled to vote constitutes a quorum for a meeting of Shareholders of the Corporation.

To the knowledge of the directors and executive officers of the Corporation, as at the close of business on the Record Date, there are no persons who beneficially own, control or direct, directly or indirectly, ten percent (10%) or more of the outstanding Common Shares.

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

To the knowledge of the Board, the only matters to be placed before the Meeting are those matters set forth in the Notice of Meeting relating to: (i) receipt of the audited consolidated financial statements of the Corporation for the financial year ended June 30, 2018 (the “**Financial Year**”) and the auditor’s report thereon; (ii) the election of directors until the close of business of the next annual meeting of Shareholders; (iii) the re-appointment of auditors to hold office until the close of business of the next annual meeting of the Corporation’s Shareholders and the authorization of the directors of the Corporation to fix the auditors’ remuneration; (iv) to consider and, if deemed advisable, approve and re-confirm, with or without variation, by ordinary resolution, the unallocated options, rights and other entitlements under the Corporation’s current stock option plan in accordance with the rules of the TSXV; and (v) to consider and, if deemed advisable, approve and confirm, with or without variation, by ordinary resolution of Disinterested Shareholders (as hereinafter defined), the unallocated restricted share units, rights and other entitlements under the Corporation’s amended and restated restricted share unit plan in accordance with the rules of the TSXV.

#### **I. Receipt of Financial Statements**

The directors will place before the Meeting the audited consolidated financial statements for the Financial Year, together with the auditor’s report thereon. Receipt at the Meeting of the financial statements of the Corporation for the Financial Year and the auditors’ report thereon will not constitute approval or disapproval of any matters referred to therein.

## II. Election of Directors

The articles of the Corporation provide for a minimum of three and a maximum of 12 directors. The number of directors to be elected at the Meeting has been fixed at eight (8) and there are presently eight (8) directors of the Corporation, each of whose term of office expires at the Meeting.

It is proposed that the persons named below will be nominated at the Meeting. **The management designees, if named as proxy, will vote in favour of the election of said persons to the Board. Management does not contemplate that any of such nominees will be unable to serve as directors; however, if, for any reason, any of the proposed nominees do not stand for election or are unable to serve as such, proxies in favour of management designees will be voted for another nominee in their discretion unless the shareholder has specified in his, her or its proxy that his, her or its Common Shares are to be withheld from voting in the election of directors.** Subject to the approval of the TSXV, as applicable, each director elected will hold office until the Corporation's next annual meeting of Shareholders or until his or her successor is duly elected or appointed pursuant to the by-laws of the Corporation.

The following information relating to the nominees as directors is based on information furnished by the respective nominees to the Corporation. The following table sets out the names of persons proposed to be nominated by management for election as a director; all positions and offices in the Corporation held by them and the periods during which they have served as a director; their principal occupation for the last five years; and the number of Common Shares beneficially owned or controlled, directly or indirectly, which control or direction is exercised by or over them, as at the date of this Circular. The Corporation has an Audit Committee, the members of which are also identified below.

Name and Place of Residence	Position with QYOU and Date First Appointed to the Board (if applicable)	Principal Occupation and Positions During the Last Five Years	Number and Percentage of Common Shares Beneficially Owned or Controlled <sup>(1)</sup>
G. Scott Paterson Ontario, Canada	Chairman of the Board, Director (March 13, 2017)	President of Paterson Partners, a venture capital entity focused on media and financial technologies, since 2002.	6,663,694 <sup>(2)</sup> 6.77%
Curt Marvis California, USA	Chief Executive Officer, Director (March 13, 2017)	Chief Executive Officer (formerly Co-Chief Executive Officer) of QYOU Media Inc. since December 2016. President of QYOU Media Holdings Inc. (formerly "QYOU Media Inc.") since June 2015. Prior thereto, President of Digital Media at Lionsgate from April 2008 to June 2013.	2,000,000 2.03%
Catherine Warren <sup>(3)</sup> British Columbia, Canada	Director (March 13, 2017)	President of FanTrust Entertainment Strategies since 2001.  Chief Executive Officer of Vancouver Economic Commission since September 2018	Nil
Tim W. Hogarth <sup>(3)</sup> Ontario, Canada	Director (March 13, 2017)	President & Chief Executive Officer of The Pioneer Group Inc. since 2013.	315,280 <sup>(4)</sup> 0.32%
James Swayze Ontario, Canada	Director (March 13, 2017)	Chief Executive Officer of Symbility Solutions Inc. (TSXV:SY), a technology company	Nil

		involved in providing secure cloud-based, mobile-enabled software to insurance companies, since May 31, 2004.	
Damian Lee <sup>(3)</sup> Ontario, Canada	Director (May 3, 2017)	Has been a director, writer and producer in the film and television industry for over thirty years.	Nil
Amory B. Schwartz Leinster, Ireland	Director (July 26, 2017)	Executive Vice-President of QYOU Limited since July 2015. Prior thereto, founder and Chief Executive at SA Sports Media Ltd. from April 2012 to January 2014 and a principal at Killiskey Media from February 2014 to June 2015.	832,315 0.85%
Steven Beeks California, USA	Director (November 1, 2018)	Currently an entertainment consultant and previously the Chief Operating Officer and President, Motion Picture Group of Lionsgate Entertainment.	297,243 <sup>(5)</sup> 0.30%

**Notes:**

- (1) Percentages are based on 98,483,810 Common Shares issued and outstanding as the date hereof. Information as to the number of Common Shares beneficially owned, or over which control or direction is exercised, directly or indirectly, not being within the direct knowledge of the Corporation, has been furnished by the respective directors individually or obtained from the System for Electronic Disclosure by Insiders and may include Common Shares owned or controlled by spouses and/or children of such individuals and/or companies controlled by such individuals or their spouses and/or children.
- (2) 496,800 of such Common Shares held in the name of Patstar Inc., a company controlled by Mr. Paterson.
- (3) Member of the Audit Committee.
- (4) Common Shares held in the name of Pioneer Hospitality Inc., a company controlled by Mr. Hogarth.
- (5) Common Shares held in the name of Beeks Revocable Trust, over which Mr. Beeks exercises control.

**Biographies of Directors**

Biographical information regarding the foregoing nominees for election as a director of the Corporation is set forth below:

*G. Scott Paterson*

G. Scott Paterson, 54, is a well-known investor focused on media and fintech.

Mr. Paterson was a Top 40 Under 40, has been a TedTalk speaker, had a chapter dedicated to him in Peter C Newman's "Titans", has been profiled in Time Magazine as 'One of Canada's 21st Century Leaders', has been profiled in Newsweek as 'One of 17 People to Watch Globally', was awarded Western University's top Alumni Award and has been a speaker on behalf of countless organizations such as Mastercard, EY Entrepreneur of the Year and the National Angel Capital Organization.

Mr. Paterson has served as a Trustee of the Art Gallery of Ontario, obtained his ICD.d designation as a graduate of the Institute of Corporate Directors at Rotman School of Management, earned a Certificate in Entertainment Law from Osgoode Hall Law School and holds an active ACTRA membership.

In the media space, Mr. Paterson was the second investor in Lionsgate Entertainment when the company was founded in 1997. He served as a board member for 21 years including as Chair of the Audit & Risk Committee and today serves as a Director of Lions Gate Entertainment Canada Corp. Mr. Paterson co-founded JumpTV Inc. in 2005, orchestrated, as Chair & CEO, the company's 2006 IPO led by Morgan Stanley, and merged the

company with NeuLion Inc. in 2008, remaining as Vice Chair. NeuLion/JumpTV was sold to Endeavor in 2018 for \$325 million. Mr. Paterson co-founded Los Angeles-based QYOU Media Inc. in 2014 and remains Chair of the Board. Mr. Paterson is also the Lead Director of Giftagram Inc., a rapidly growing e-commerce mobile gifting app. He co-founded digital platform cannabisMD in 2017 and serves as Co-Chair of the Board. He also serves as a board member of the Canadian Film Centre's Idea Boost Program.

In the financial services arena, in the mid '90s, as Chair & CEO, Mr. Paterson build Yorkton Securities into Canada's leading technology and media investment bank raising over \$3 billion for technology, Internet, and media, film and entertainment companies.

Mr. Paterson has also served as Chair of the Toronto Venture Stock Exchange, Vice Chair of the Toronto Stock Exchange, a Governor of the Investment Dealers Association, a Director of the Canadian Investor Protection Fund and a Director of the Canadian Securities Institute. Mr. Paterson co-founded Symbility Solutions Inc. in 2004 which was sold to Corelogic, Inc. in 2008 for \$155 million. He is currently Chair of FutureVault Inc., which he co-founded in 2015.

#### *Curt Marvis*

Curt Marvis is the Chief Executive Officer of the Corporation and Co-Founder of QYOU Media, is employed full time with the Corporation and is responsible for day-to-day business operations including strategy, marketing initiatives, financing and developing key industry partnerships.

Mr. Marvis previously served as Lionsgate's President of Digital Media, helping the company evolve into a leading next-generation film entertainment studio. Reporting to Lionsgate's top management team, Mr. Marvis was responsible for guiding the company's portfolio of digital businesses including Lionsgate's broad spectrum of digital delivery agreements for its filmed entertainment content. In addition, Mr. Marvis successfully launched original content channels on YouTube, original series in partnership with Hulu and Machinima and several social and mobile games based on iconic Lionsgate properties such as Dirty Dancing and Weeds.

Prior to joining Lionsgate, Mr. Marvis was Co-Founder and Chief Executive Officer of CinemaNow Inc., a leader in digital distribution and technology with investors including Microsoft Corporation, Cisco Systems, Lionsgate, Dish Network Corp and Menlo Ventures.

Mr. Marvis previously served as President of publicly-held game developer 7th Level, Inc. (Nasdaq: SEVL), leading its successful restructuring into delivery of web-based technology applications. At 7th Level, he helped create and implement leading web-based business partnerships with Microsoft, Real Networks, GeoCities, broadcast.com, IBM and MTV and helped orchestrate a merger to create Learn2.com. Mr. Marvis was also co-founder of multimedia startup Powerhouse Entertainment and served one year on the IBM Multimedia Task Force creating strategic plans for IBM in its continued development of interactive software. From 1984 to 1994, Mr. Marvis was Co-Founder and Chief Executive Officer of The Company, an award winning and highly successful production company for music videos and commercials. Mr. Marvis is a recipient of the Michael Jackson Video Vanguard award from MTV.

#### *Catherine Warren*

As president of FanTrust Entertainment Strategies, Catherine Warren provides growth strategies for the entertainment and media technology sectors. Founded 17 years ago, her business helps global clients to captivate audiences, build revenues, close strategic deals and secure financing. A pioneer in digital FanBuilding, Ms. Warren has created the fan strategies for mega-hits such as Homeland and the CSI television franchise, for eOne TV and Lionsgate films as well as for top YouTube multi-channel networks and videogame companies, including for Sony AAA titles and eSports broadcasters. Catherine's work includes

mergers and acquisitions for digital distribution and digital intellectual property, raising capital and liquidity events for media company clients and advising media funds, hedge funds and media executives on strategic growth.

In September 2018, Ms. Warren was appointed Chief Executive Officer of Vancouver Economic Commission.

Earlier in her career, Ms. Warren was Chief Operating Officer of a broadcast tech company that she and colleagues took public on the Nasdaq, growing it to a \$300 million market capitalization, with clients including CTV Television Network and FOX Broadcasting Company. Ms. Warren is a member of the international Academy of Television Arts & Sciences, serving on the Nominating Committee and as an Emmy judge; and is a longstanding Executive Board director of the United Nations flagship program, World Summit Awards for digital media, which represents the best media from 160 countries. She serves on the board of the national Bell Fund, Canada's largest private fund for digital broadcasting, with over \$200 million invested to date in media for all platforms.

Ms. Warren has a physics degree from Reed College and an MS from Columbia University's Graduate School of Journalism, where she did her original digital work at MIT's Media Lab, and won the Correspondent Fund Award to report at CERN, the European Centre for Particle Physics Research.

#### *Tim W. Hogarth*

Mr. Hogarth is the President and Chief Executive Officer of The Pioneer Group Inc. and previously served as the Chairman and Chief Executive Officer of Pioneer Energy until it was acquired by Parkland Fuel Corporation on June 25, 2015, at which time Mr. Hogarth joined the board of directors of Parkland Fuel Corporation.

Mr. Hogarth serves on the board of various private corporations and non-profit organizations such as Canada Company, Merry Go Round Children's Foundation and the Burlington Community Foundation. Mr. Hogarth was a founding partner (via Pioneer Energy) of the Charter for Business Duke of Edinburgh's Award Programme, former Chair of Young Presidents Organization (Toronto Chapter), and former Vice Chair of Hamilton Health Sciences Foundation.

Mr. Hogarth is actively involved in his community and has served as Honorary Lieutenant-Colonel and Colonel of the Royal Hamilton Light Infantry and was the recipient of the Queen's Diamond Jubilee Medal by the Department of National Defense for his contributions to the Canadian Forces and Canada.

Mr. Hogarth received his Bachelor of Business Administration from Bishop's University and completed the Program for Management Development at Harvard Business School.

#### *James Swayze*

James Swayze is the Chief Executive Officer of Symbility Solutions Inc. in Toronto, Ontario, a technology company involved in providing secure cloud-based, mobile-enabled software to insurance companies. Mr. Swayze has been Chief Executive Officer of Symbility Solutions since May 31, 2004 and served as President of Symbility Solutions from May 31, 2004 to March 5, 2012.

Mr. Swayze brings almost 30 years' experience in the insurance industry to his role as Chief Executive Officer of Symbility Solutions. Before becoming Chief Executive Officer of Automated Benefits in 2004 and acquiring Symbility Solutions, Mr. Swayze held senior executive positions in North America and Europe with a number of global technology, financial services and insurance leaders. Mr. Swayze co-founded and served as President of Insource Ltd., a financial services marketing and product development consulting firm, where he led the company's growth and ultimate acquisition by General Electric (GE) Capital. Pursuant to the acquisition of Insource, Mr. Swayze led the development of GE Employers Reassurance Canada (GE ERC)

as Senior Vice-President, Business Development where he was responsible for building the value of its Canadian life reinsurance division to more than \$1 billion from a start-up operation. Mr. Swayze also assumed the role of Vice President, Sales & Marketing, North America for GE ERC's parent company, GE Employers Reassurance Corp. Mr. Swayze is a frequent speaker at insurance industry conferences and events throughout North America. Mr. Swayze holds a Bachelor of Science degree in Mathematics and Statistics from the University of Western Ontario.

*Damian Lee*

Damian Lee is a thirty-year veteran of the film and television industry. He produced and directed over one hundred television sports specials before commencing a career in feature films. To date, Mr. Lee has written, produced and/or directed over fifty feature films, some of which have spawned profitable and entertaining sequels. Ski School, a perennial teen favorite, went into sequel, Watchers went into four sequels, and he took over the Death Wish franchise.

Each such film produced requires a full audit, and Mr. Lee has worked with each of the major accounting firms and many accountants in the process and preparation of such audits. The films Mr. Lee has produced have an aggregate budget in excess of \$100 million and Mr. Lee has supervised and worked with a number of financiers, from large lending institutions to private investors, in financing these budgets.

Mr. Lee has cast many notable actors in their first feature film roles including Jim Carrey, Hayden Christensen, Jason Priestly, Kim Coates and Nina Dobrev. As a producer, career highlights include Woman Wanted starring Holly Hunter and Kiefer Sutherland, which won Best Feature Film at the Slam Dunk Film Festival and Best Independent Feature Film at the Ajjiic International Film Festival; Fun, which won two Special Jury Awards at the Sundance Film Festival; King of Sorrow starring Kim Coates, which premiered at the World Film Festival in Montreal; The Poet, which won Best Director at the Staten Island Film Festival and Best Cinematography at the Boston International Film Festival; and Sacrifice, starring Cuba Gooding Jr., Christian Slater and Kim Coates.

In the past five years Mr. Lee has written and directed three films for Sony, including A Dark Truth, starring Andy Garcia, Forest Whitaker, Eva Longoria and Kim Coates, which won Best Picture at the Boston International Film Festival; Breakout, starring Brendan Fraser, Dominic Purcell and Ethan Suplee; and A Fighting Man starring Dominic Purcell, James Caan, Famke Janssen and Lou Gossett Jr.

Mr. Lee has also been involved in various capacities with a number of junior companies. He is the former President and Chief Executive Officer of Noble House Entertainment Inc., a former Audit Committee member of Bontan Corporation and a former member of the board of directors of Findore Gold Resources Ltd. Mr. Lee has a BA from the University of Guelph and is a member of the Directors Guild of Canada.

*Amory B. Schwartz*

Amory B. Schwartz is an American with more than 20 years of experience in international media business development, concentrating on television and news media. Mr. Schwartz was the co-founder and Chief Executive Officer of NASN (the North American Sports Network), the European network formed in 2002 that was acquired by ESPN, Inc., in February 2007. Mr. Schwartz was responsible for all of NASN's business activities within Europe, with specific emphasis on rights acquisition and distribution. At the time of Mr. Schwartz's departure from the business in 2008, NASN was available in nearly 20 million households in over 65 countries in Europe and the Middle East.

In 2010, Mr. Schwartz and his partners established The Outdoor Channel HD, the hunting and fishing-themed television network that is currently distributed in Europe and the Middle East, in partnership with AMC Chello Zone.

Prior to establishing NASN, Mr. Schwartz served several companies in senior positions, focusing on business strategy and execution. These roles included: serving as Vice President of Strategic Business at Parthus Technologies, a FTSE 250 company and a leading provider of platform-level semiconductor intellectual property solutions for the mobile Internet market; and as VP of Business and Legal Affairs at ProNet (the programming acquisition subsidiary of Nethold, and later Canal Plus).

Earlier in his career, Mr. Schwartz was a corporate and intellectual property associate in the New York and London offices of the law firm Debevoise & Plimpton. Amory graduated *magna cum laude* from Princeton University with an A.B., and received his J.D. from the Columbia University School of Law.

### *Steven Beeks*

Steve Beeks has 34 years of experience in the entertainment industry, most recently spending 20 years with Lionsgate, until December 2017 (including 6 years with a predecessor company, Artisan Entertainment), where he served as COO of the corporation as well as President, Motion Picture Group.

Mr. Beeks was a key strategist in executing Lionsgate's growth initiatives, both organic and through acquisition. He coordinated all aspects of film production, acquisition and distribution, and oversaw film portfolio investment, production, acquisition and distribution (over \$1 billion in investment each year), and oversaw an operation of over 400 employees. In just over five years, Lionsgate's film slate grossed approximately \$10 billion at the global box office and every annual film slate in the 14 years was significantly profitable. Mr. Beeks acquired and distributed substantial libraries of content, amassing a library of over 16,000 titles, one of the largest in the industry, over his time with Lionsgate.

In addition to motion picture responsibilities, he directly managed worldwide home entertainment and television licensing and distribution operations. The home entertainment box-office-to-home-entertainment conversion rate was consistently the top of the industry, and in spite of Lionsgate maintaining a domestic theatrical box office market share of approximately 7-8% on average, Lionsgate's home entertainment market share averaged 10-12%. This was due to a focus on library management as well as being known as the best third-party distributor in the industry.

Mr. Beeks also directly oversaw international expansion in the UK through acquisition of an existing distributor, and managed the UK and Latin American operations.

From 1998 to 2003, Mr. Beeks served as EVP and President, Home Entertainment at Artisan Entertainment, as an integral member of the management group that was recruited for a "turn-around" situation by Bain Capital, which had acquired what was then known as LIVE Entertainment and took it private. He was part of the team that restructured the company, managed it for growth and positioned for a transaction; acquired by Lionsgate in 2003.

He previously held positions of President, Home Entertainment, Hallmark Entertainment from 1994 to 1998, EVP and President, Home Entertainment at Republic Pictures from 1987 to 1994 and Director, Studio Operations for the Walt Disney Company from 1985 to 1987.

He holds an MBA from The Harvard Business School and a BS Industrial Engineering from Cal Poly, San Luis Obispo.

## Cease Trade Orders

To the knowledge of the Corporation, no proposed director of the Corporation is, as at the date of this Circular, or was within ten (10) years before the date of this Circular, a director or chief executive officer or chief financial officer of any company (including the Corporation) that: (a) was the subject of an order that was issued while the director or executive officer was acting in the capacity as director, chief executive officer or chief financial officer; or (b) was subject to an order that was issued after the director or executive officer 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 a director, chief executive officer or chief financial officer. For the purposes of this paragraph, “order” means a cease trade order, an order similar to a cease trade order or an order that denied the relevant corporation access to any exemption under securities legislation, in each case that was in effect for a period of more than 30 consecutive days.

## Bankruptcies and Insolvency

To the knowledge of the Corporation, no proposed director of the Corporation: (a) is, as at the date of this Circular, or has been, within ten (10) years before the date of this Circular, a director or executive officer of a corporation (including the Corporation) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or (b) has within the 10 years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the director.

## Penalties or Sanctions

Except as described below, to the knowledge of the Corporation, no proposed director has been subject to any: (a) penalties or sanctions imposed by a court relating to Canadian securities legislation or by a Canadian securities regulatory authority or has entered into a settlement agreement with a Canadian securities regulatory authority; or (b) other penalties or sanctions imposed by a court or regulatory body that would be likely to be considered important to a reasonable securityholder in deciding whether to vote for the proposed director.

Over 10 years ago, in December 2001, Mr. Paterson reached a voluntary settlement with the Ontario Securities Commission in respect to administrative proceedings, which included a suspension of his registration for two years and a one million dollar voluntary payment. There were no allegations that Mr. Paterson had violated any securities law, statute, regulation or policy statement.

## III. Appointment and Remuneration of Auditors

At the Meeting, Shareholders will be asked to re-appoint E&Y as auditors of the Corporation, to hold office until the next annual meeting of Shareholders. Shareholders will also be asked to authorize the directors of the Corporation to fix E&Y’s remuneration. **Unless otherwise directed, the management designees, if named as proxy, intend to vote such proxies in favour of the re-appointment of E&Y as auditors of the Corporation and to authorize the Board to fix E&Y’s remuneration.**

## IV. Approval of the Corporation’s Stock Option Plan

The policies of the TSXV require all listed companies with a ten percent (10%) rolling stock option plan to obtain shareholder approval of such plan on an annual basis. At the Corporation’s last annual and special meeting held on December 28, 2017, shareholders approved the Corporation’s incentive stock option plan, which plan permits the Board to grant options (“**Stock Options**”) to purchase up to ten percent (10%) of the

issued number of Common Shares outstanding at the date of the Stock Option grant. At the Meeting, shareholders will be asked to consider and, if thought appropriate, to pass an ordinary resolution (the “**Stock Option Plan Resolution**”) to approve the current stock option plan of the Corporation (the “**Stock Option Plan**”). The full text of the Stock Option Plan is attached hereto as Schedule “A”. Shareholders are encouraged to read the full text of the Stock Option Plan.

The Stock Option Plan provides that the Board may from time to time, in its discretion, grant to directors, officers, employees and consultants of the Corporation, or any subsidiary of the Corporation, Stock Options to purchase Common Shares. The Stock Option Plan provides for a floating maximum limit of Stock Options to purchase ten percent (10%) of the outstanding Common Shares, as permitted by the policies of the TSXV, provided that the number of Common Shares reserved for issuance under the Stock Option Plan in combination with the aggregate number of Common Shares issuable under all of the Corporation’s other equity incentive plans in existence from time to time, including the RSU Plan (as hereinafter defined), shall not exceed 20% of the issued and outstanding Common Shares. As at the date hereof, there are 9,848,381 Common Shares available under the Stock Option Plan. To date, Stock Options to purchase a total of 6,546,771 Common Shares have been issued to directors, officers, employees and consultants of the Corporation.

Unless Disinterested Shareholder approval is obtained, the number of Common Shares reserved for issuance pursuant to Stock Options granted to (a) Insiders (as a group) within a 12 month period shall not exceed ten percent (10%) of the outstanding Common Shares; and (b) any one person (other than consultants and employees performing investor relations activities) may not exceed five percent (5%) of the outstanding Common Shares in any 12 month period. The aggregate number of Common Shares reserved for issuance pursuant to Stock Options granted to a consultant in a twelve month (12) month period may not exceed two percent (2%) of the outstanding Common Shares. The aggregate number of Common Shares reserved for issuance pursuant to Stock Options granted to all persons retained to provide investor relations activities must not exceed 2% of the issued and outstanding Common Shares in any 12 month period, calculated on the date of grant. The Board determines the price per Common Share issuable upon exercise of a Stock Option and the number of Common Shares issuable upon the exercise of Stock Options that may be allotted to each director, officer, employee and consultant and all other terms and conditions of the options, subject to the rules of the TSXV.

Stock Options may be exercisable for up to ten (10) years from the date of grant, but the Board has the discretion to grant Stock Options that are exercisable for a shorter period. Stock Options under the Stock Option Plan are not transferable or assignable. If prior to the exercise of an Option, the holder ceases to be a director, officer, employee or consultant of the Corporation, the Stock Option shall be limited to the number of Common Shares purchasable by the holder immediately prior to the time of his or her cessation of office or employment and the holder shall have no right under the Stock Option to purchase any other Common Shares. Pursuant to the Stock Option Plan, Stock Options must be exercised within a reasonable period following termination of employment or cessation of the optionee’s position with the Corporation, or such other period established by the Board, subject to a maximum of one (1) year (or thirty (30) days in the case of an optionee engaged in investor relations activities) following the cessation of office, directorship, consulting arrangement or employment. If the cessation of office, directorship, consulting arrangement or employment was by reason of death or disability, the Stock Option may be exercised within one (1) year, subject to the expiry date.

Management of the Corporation believes that it would be in the best interest of the Corporation to approve the Stock Option Plan to encourage the interest of directors, officers, employees and consultants of the Corporation and its affiliates in the growth and development of the Corporation and its affiliates by providing them with the opportunity through stock options to acquire an increased proprietary interest in the Corporation.

The Stock Option Plan is subject to approval by the TSXV and subject to approval by the shareholders of the Corporation, as required by the policies of the TSXV.

Shareholders will be asked to approve and confirm the Stock Option Plan by passing the Stock Option Plan Resolution at the Meeting, such resolution to be substantially in the form set forth below:

**“BE IT RESOLVED AS AN ORDINARY RESOLUTION THAT:**

- (a) the continued use of the incentive stock option plan of the Corporation, substantially as described in and attached as Schedule “A” to the Circular of the Corporation dated November 1, 2018, be and is hereby approved and confirmed, including the reservation for issuance thereunder at any time of a maximum of 10% of the issued and outstanding common shares of the Corporation, in accordance with the policies of the TSX Venture Exchange;
- (b) the form of the incentive stock option plan may be amended in order to satisfy the requirements or requests of any regulatory authorities without requiring further approval of the shareholders of the Corporation;
- (c) any one director or officer of the Corporation be authorized to make all such arrangements, to do all acts and things and to sign and execute all documents and instruments in writing, whether under the corporate seal of the Corporation or otherwise, as may be considered necessary or advisable to give full force and effect to the foregoing; and
- (d) the directors of the Corporation may revoke this resolution before it is acted upon without further approval of the Shareholders.”

For the Stock Option Plan to be approved and confirmed, the Stock Option Plan Resolution must be passed by at least a majority of the votes cast with respect to the Stock Option Plan Resolution by the Shareholders of the Corporation present in person or by proxy at the Meeting. **Unless otherwise directed, the management designees, if named as proxy, intend to vote such proxies in favour of the resolution approving and confirming the Stock Option Plan.** If the Stock Option Plan is not approved and confirmed by the Shareholders, the Corporation will have to consider other methods of compensating and providing incentives to directors, officers, employees, consultants and other personnel.

**V. Approval of the Corporation’s Restricted Share Unit Plan**

At the Corporation’s last annual and special meeting held on December 28, 2017, shareholders approved the Corporation’s restricted share unit plan, which plan permits the Board to grant restricted share units (“RSUs”) to purchase Common Shares of the Corporation to its senior officers, directors, employees and consultants (each an “**Eligible Person**”) as a discretionary payment in consideration for significant contributions to the long-term success of the Corporation. At the Meeting, Disinterested Shareholders will be asked to consider and, if thought appropriate, to pass an ordinary resolution (the “**RSU Plan Resolution**”) to approve and confirm the amended and restated restricted share unit plan of the Corporation (the “**RSU Plan**”). The only proposed amendment to the RSU plan is to change the maximum number of Common Shares reserved for issuance pursuant to RSUs granted under the plan to 9,848,381. The full text of the RSU Plan is attached hereto as Schedule “B”. Shareholders are encouraged to read the full text of the RSU Plan.

The approval of the restricted share unit plan will require “**Disinterested Shareholder**” approval, being the approval of a majority of the votes cast by shareholders at the Meeting excluding Insiders and Associates of Insiders. An “Insider” includes all directors and senior officers of the Corporation and its subsidiaries and any person who beneficially owns or controls, directly or indirectly, more than 10% of the issued and outstanding

Common Shares of the Corporation; and “Associates of Insiders” includes an Insider’s spouse, children and any relative who lives in the same residence as the Insider.

In accordance with the policies of the TSXV, the number of Common Shares reserved for issuance under the RSU Plan in combination with the aggregate number of Common Shares issuable under all of the Corporation’s other equity incentive plans in existence from time to time, including the Stock Option Plan, shall not exceed 20% of the issued and outstanding Common Shares.

Unless redeemed earlier in accordance with the RSU Plan, the RSUs of each Eligible Person will be redeemed on or within 30 days after the Redemption Date (as defined below) for cash or Common Shares, as determined by the Board, for an amount equal to the fair market value (being the closing market price of the Common Shares on the TSXV on the day prior to redemption) of the RSU. The “**Redemption Date**” in respect of any RSU means the third anniversary of the grant date on which such RSU was granted to the Eligible Person, unless (i) an earlier date has been approved by the Board as the Redemption Date in respect of such RSU; (ii) there is a “Change of Control” of the Corporation (as defined in the RSU Plan); or (iii) the RSU is terminated upon an Eligible Person’s termination of employment or death.

Under the RSU Plan, subject to and in accordance with the policies of the TSXV, the Board may from time to time amend or revise the terms of the RSU Plan or may discontinue the RSU Plan at any time.

If an Eligible Person ceases to hold such status for any reason (excluding death), all of the Eligible Person’s RSUs which have vested at the time of such cessation shall be redeemed for cash or Common Shares and the remainder shall be cancelled. No amount shall be paid by the Corporation to the Eligible Person in respect of the RSUs so cancelled. If an Eligible Person dies, all of the deceased’s RSUs, whether vested or not at the time of death, shall be redeemed for cash or Common Shares as determined by the Board.

In the event of a Change of Control (as defined in the RSU Plan), the Corporation will redeem, subject to prior approval of the TSXV, 100% of the RSUs granted to the Eligible Persons and outstanding under the RSU Plan as soon as reasonably practical, but no later than 30 days following the Redemption Date for a number of Common Shares equal to the number of RSUs then held by the Eligible Persons.

At the Meeting, Disinterested Shareholders will be asked to consider and, if deemed appropriate, to pass, with or without variation, an ordinary resolution (the “**RSU Plan Resolution**”), subject to such amendments, variations or additions as may be approved at the Meeting, approving and confirming the RSU Plan.

Disinterested Shareholders will be asked to approve and confirm the RSU Plan by passing the RSU Plan Resolution at the Meeting, such resolution to be substantially in the form set forth below:

**“BE IT RESOLVED AS AN ORDINARY RESOLUTION THAT:**

- (a) the restricted share unit plan of the Corporation, substantially as described in and attached as Schedule “B” to the Circular of the Corporation dated November 1, 2018, be and is hereby approved and confirmed, including the reservation for issuance thereunder at any time of a maximum of 9,848,381 common shares of the Corporation, in accordance with the policies of the TSX Venture Exchange;
- (b) all issued and outstanding restricted share units previously granted are hereby continued under and governed by the restricted share unit plan;
- (c) the form of the restricted share unit plan may be amended in order to satisfy the requirements or requests of any regulatory authorities without requiring further approval of the shareholders of the Corporation;

- (d) any one director or officer of the Corporation be authorized to make all such arrangements, to do all acts and things and to sign and execute all documents and instruments in writing, whether under the corporate seal of the Corporation or otherwise, as may be considered necessary or advisable to give full force and effect to the foregoing; and
- (e) the directors of the Corporation may revoke this resolution before it is acted upon without further approval of the Shareholders.”

For the RSU Plan to be approved and confirmed, the RSU Plan Resolution must be passed by at least a majority of the votes cast with respect to the RSU Plan Resolution by the Disinterested Shareholders of the Corporation present in person or by proxy at the Meeting. **Unless otherwise directed, the management designees, if named as proxy, intend to vote such proxies in favour of the resolution approving the RSU Plan.** If the RSU Plan is not approved and confirmed by the Disinterested Shareholders, the Corporation will have to consider other methods of compensating and providing incentives to directors, officers, employees, consultants and other personnel.

### **COMPENSATION OF DIRECTORS AND NAMED EXECUTIVE OFFICERS**

For the purpose of this section, a “**CEO**” or “**CFO**” means each individual who served as Chief Executive Officer or Chief Financial Officer, respectively, of the Corporation or acted in a similar capacity during the most recently completed financial year. A “**Named Executive Officer**” means each CEO; each CFO; the most highly compensated executive officer, other than the CEO and CFO, who was serving as an executive officer of the Corporation or one of its subsidiaries at the end of the most recently completed financial year of the Corporation and whose total compensation was individually greater than \$150,000; and any additional individuals (other than the CEO and CFO) for whom disclosure would have been provided except that the individual was not serving as an officer of the Corporation nor acting in a similar capacity at the end of the most recently completed financial year end.

During the Financial Year, the Corporation had three Named Executive Officers, namely: Curt Marvis, Chief Executive Officer of the Corporation; Peter Lamberti, former Chief Financial Officer of the Corporation; and Kyle Sonia, the Senior Vice President of Production of QYOU USA Inc., a wholly-owned indirect subsidiary of the Corporation.

#### **Compensation Discussion and Analysis**

The Corporation does not have in place any formal objective, criteria or analysis for assessing the compensation of its executive officers. Rather, the Corporation relies mainly on board discussion of the Corporation’s executive compensation program, which is comprised of the following components: base salary, discretionary annual incentive and long-term incentives. The basic executive compensation philosophy of management is to attract and retain executives by way of aggressive performance bonuses in both cash and equity that mix company and personal achievement. This is required due to a lower than normal base salary level for all executives in order to conserve cash until the Corporation reaches a cash flow positive operating position.

#### **Compensation Governance**

The Corporation does not currently have a compensation committee. The Board has the responsibility for determining the compensation policies and practices of the Corporation.

The Corporation has not retained any compensation consultant or advisor at any time since inception to assist the Board in determining compensation for any of the Corporation’s directors or executive officers.

As part of its annual review of the Corporation's compensation policies and practices, the Board considers the implications of risks associated with such compensation policies and practices. The Board keeps itself apprised of the current compensation policies of other comparably-sized companies to help identify compensation policies and practices that could encourage an executive officer to take inappropriate or excessive risks. As of the date hereof, the Board is not aware of any material risks arising from the Corporation's current compensation policies or practices that would be reasonably likely to have a material adverse effect on the Corporation. The Board will continue to review the Corporation's approach to executive compensation and, if deemed appropriate in the circumstances, will consider alternative or supplemental compensation arrangements to mitigate and discourage excessive risk-taking.

The Corporation does not currently have any policies in place that would prevent Named Executive Officers or directors from purchasing financial instruments that might be designed to hedge or offset a decrease in market value of equity securities granted as compensation or held by Named Executive Officers or directors. To the knowledge of the Corporation, none of the Named Executive Officers or directors have purchased any such financial instruments. The Corporation will continue to review whether a formal policy in this regard is necessary or advisable as the Corporation continues to execute its business plan and gain further market visibility.

### Director and Named Executive Officer Compensation

The following table sets forth the total compensation paid to or earned during the Corporation's two most recently completed financial years by those persons who were Named Executive Officers and directors during the Financial Year. The compensation paid to the Corporation's Named Executive Officers and directors in the past two financial years is not indicative of the compensation expected to be paid to the Corporation's Named Executive Officers and directors in the future.

TABLE OF COMPENSATION EXCLUDING COMPENSATION SECURITIES							
Name and Position	Financial Year	Salary, Consulting Fee, Retainer or Commission (\$)	Bonus (\$)	Committee or Meeting Fees (\$)	Value of Perquisites (\$)	Value of all Other Compensation (\$)	Total Compensation (\$)
Curt Marvis Chief Executive Officer (formerly, Co-Chief Executive Officer) and Director	2018	\$281,246 <sup>(1)(2)(3)</sup>	Nil	Nil	Nil	\$37,106 <sup>(2)(4)</sup>	\$318,351 <sup>(2)</sup>
	2017	\$219,226 <sup>(1)(5)(6)(7)</sup>	Nil	Nil	Nil	\$19,652 <sup>(4)(5)(7)</sup>	\$238,878 <sup>(5)</sup>
Peter Lamberti <sup>(8)</sup> Chief Financial Officer	2018	\$199,254 <sup>(2)</sup>	Nil	Nil	Nil	\$11,654 <sup>(2)(4)</sup>	\$210,908 <sup>(2)</sup>
	2017	\$165,506 <sup>(5)</sup>	Nil	Nil	Nil	Nil	\$165,506 <sup>(5)</sup>
Kyle Sonia Senior Vice President of Production of QYOU USA Inc.	2018	\$264,732 <sup>(2)</sup>	Nil	Nil	Nil	\$33,253 <sup>(2)(4)</sup>	\$297,985 <sup>(2)</sup>
	2017	\$198,602 <sup>(5)</sup>	Nil	Nil	Nil	\$29,191 <sup>(4)(5)</sup>	\$227,792 <sup>(5)</sup>
G. Scott Paterson Chairman and Director	2018	\$86,503 <sup>(1)(9)</sup>	Nil	Nil	Nil	Nil	\$86,503
	2017	\$190,000 <sup>(1)(9)</sup>	Nil	Nil	Nil	Nil	\$190,000
Catherine Warren Director	2018	Nil	Nil	Nil	Nil	Nil	Nil
	2017	Nil	Nil	Nil	Nil	Nil	Nil
Tim Hogarth	2018	Nil	Nil	Nil	Nil	Nil	Nil

Director	2017	Nil	Nil	Nil	Nil	Nil	Nil
James Swayze Director	2018	Nil	Nil	Nil	Nil	Nil	Nil
	2017	Nil	Nil	Nil	Nil	Nil	Nil
Damian Lee Director	2018	Nil	Nil	Nil	Nil	Nil	Nil
	2017	Nil	Nil	Nil	Nil	Nil	Nil
Amory B. Schwartz <sup>(10)</sup> Director	2018	\$276,308 <sup>(1)(11)(12)</sup>	Nil	Nil	Nil	\$16,589 <sup>(4)(11)</sup>	\$292,897 <sup>(11)</sup>
	2017	\$211,084 <sup>(1)(12)(13)</sup>	Nil	Nil	Nil	Nil	\$211,084 <sup>(13)</sup>
Wendy Bernfeld <sup>(14)</sup> Director	2018	Nil	Nil	Nil	Nil	Nil	Nil
	2017	\$18,612 <sup>(1)(13)(15)</sup>	Nil	Nil	Nil	Nil	\$18,612 <sup>(13)</sup>

**Notes:**

- (1) No compensation was earned or paid in respect of such individual's position as a director of the Corporation.
- (2) Represents amounts originally received in United States Dollars and converted to Canadian Dollars for the purposes of the above table at an exchange rate of US\$1 = CDN\$1.3168.
- (3) \$258,971 of such compensation was received by Mr. Marvis indirectly through Next Level Entertainment, Inc.
- (4) Represents payments made in order to qualify such individual for certain benefit programs.
- (5) Represents amounts originally received in United States Dollars and converted to Canadian Dollars for the purposes of the above table at an exchange rate of US\$1 = CDN\$1.3023.
- (6) Such compensation was received by Mr. Marvis indirectly through Next Level Entertainment, Inc.
- (7) A portion of such compensation was paid by Black Forest Production Services Inc. on a consultancy basis, which fees were reimbursed by the Corporation to Black Forest Production Services Inc.
- (8) Appointed Chief Financial Officer on March 13, 2017 and ceased to be the Chief Financial Officer on August 1, 2018.
- (9) Represents consultancy fees paid to Mr. Paterson, which fees were received by Mr. Paterson indirectly through Patstar Inc.
- (10) Elected to the Board on July 26, 2017.
- (11) Represents amounts originally received in Euros and converted to Canadian Dollars for the purposes of the above table at an exchange rate of €1 = CDN\$1.536.
- (12) Represents consultancy fees paid to Mr. Schwartz, which fees were received by Mr. Schwartz indirectly through Killiskey Media Ltd.
- (13) Represents amounts originally received in Euros and converted to Canadian Dollars for the purposes of the above table at an exchange rate of €1 = CDN\$1.49.
- (14) Elected to the Board on July 26, 2017 and ceased to be a director of the Corporation on March 26, 2018.
- (15) Represents consultancy fees paid to Ms. Bernfeld, which fees were received by Ms. Bernfeld indirectly through Rights Stuff B.V.

**Stock Options and Other Compensation Securities**

The following table sets forth the compensation securities granted to the Named Executive Officers and directors to purchase or acquire securities of the Corporation during the Financial Year:

COMPENSATION SECURITIES							
Name and Position	Type of Compensation Security	Number of Compensation Securities, Number of Underlying Securities and Percentage of Class <sup>(1)</sup>	Date of Issue or Grant	Issue, Conversion or Exercise Price (\$)	Closing Price of Security or Underlying Security on Date of Grant (\$)	Closing Price of Security or Underlying Security at Year End (\$) <sup>(2)</sup>	Expiry Date
Curt Marvis Chief Executive Officer (formerly, Co-Chief Executive Officer) and Director	Stock Options	Nil <sup>(3)</sup>	N/A	N/A	N/A	N/A	N/A
	Restricted Share Units	750,000 <sup>(4)</sup> 750,000 0.90%	February 27, 2018	N/A <sup>(5)</sup>	0.34	0.22	N/A <sup>(5)</sup>
Peter Lamberti <sup>(6)</sup> Chief Financial Officer	Stock Options	Nil <sup>(7)</sup>	N/A	N/A	N/A	N/A	N/A
	Restricted Share Units	300,000 <sup>(8)</sup> 300,000 0.36%	February 27, 2018	N/A <sup>(5)</sup>	0.34	0.22	N/A <sup>(5)</sup>

Kyle Sonia Senior Vice President of Production of QYOU USA Inc.	Stock Options	Nil <sup>(9)</sup>	N/A	N/A	N/A	N/A	N/A
	Restricted Share Units	300,000 <sup>(10)</sup> 300,000 0.36%	February 27, 2018	N/A <sup>(5)</sup>	0.34	0.22	N/A <sup>(5)</sup>
G. Scott Paterson Chairman and Director	Stock Options	Nil <sup>(11)</sup>	N/A	N/A	N/A	N/A	N/A
	Restricted Share Units	650,000 <sup>(3)</sup> 650,000 0.78%	February 27, 2018	N/A <sup>(5)</sup>	0.34	0.22	N/A <sup>(5)</sup>
Catherine Warren Director	Stock Options	Nil <sup>(12)</sup>	N/A	N/A	N/A	N/A	N/A
	Restricted Share Units	300,000 <sup>(13)</sup> 300,000 0.36%	February 27, 2018	N/A <sup>(5)</sup>	0.34	0.22	N/A <sup>(5)</sup>
Tim Hogarth Director	Stock Options	Nil <sup>(14)</sup>	N/A	N/A	N/A	N/A	N/A
	Restricted Share Units	Nil	N/A	N/A	N/A	N/A	N/A
James Swayze Director	Stock Options	Nil <sup>(15)</sup>	N/A	N/A	N/A	N/A	N/A
	Restricted Share Units	Nil	N/A	N/A	N/A	N/A	N/A
Damien Lee Director	Stock Options	100,000 <sup>(16)(17)</sup> 100,000 0.12%	October 26, 2017	0.50	0.415	0.22	October 26, 2022
	Restricted Share Units	Nil	N/A	N/A	N/A	N/A	N/A
Amory B. Schwartz Director	Stock Options	100,000 <sup>(16)(18)</sup> 100,000 0.12%	October 26, 2017	0.50	0.415	0.22	October 26, 2022
	Restricted Share Units	350,000 <sup>(19)</sup> 350,000 0.42%	February 27, 2018	N/A <sup>(5)</sup>	0.34	0.22	N/A <sup>(5)</sup>
Wendy Bernfeld <sup>(20)</sup> Director	Stock Options	100,000 <sup>(16)(21)</sup> 100,000 0.12%	October 26, 2017	0.50	0.415	0.22	March 26, 2019
	Restricted Share Units	Nil	N/A	N/A	N/A	N/A	N/A

**Notes:**

- (1) Percentages are based on a total of 82,483,810 Common Shares outstanding as of June 30, 2018.
- (2) Reflects the closing price of the Common Shares on the TSXV as of June 29, 2018, the last trading day prior to the fiscal year end of the Corporation.
- (3) On June 30, 2018, Mr. Marvis held a total of 850,275 Stock Options and 2,000,000 Common Shares.
- (4) Of such RSUs, 125,000 vested on the date of grant, and thereafter 1/3 of the remainder vests on each of the first three anniversaries of the date of grant.
- (5) Upon vesting of each RSU, one Common Share shall be issued for each RSU so vested.
- (6) Ceased to be the Chief Financial Officer on August 1, 2018.
- (7) On June 30, 2018, Mr. Lamberti held a total of 600,000 Stock Options and nil Common Shares.
- (8) All of such RSUs vested on August 1, 2018.
- (9) On June 30, 2018, Mr. Sonia held a total of 600,000 Stock Options and nil Common Shares.
- (10) Of such RSUs, 115,000 vested on the date of grant, and thereafter 1/3 of the remainder vests on each of the first three anniversaries of the date of grant.
- (11) On June 30, 2018, Mr. Paterson held a total of 931,496 Stock Options and beneficially owned or controlled 6,663,694 Common Shares.
- (12) On June 30, 2018, Ms. Warren held a total of 100,000 Stock Options and nil Common Shares.
- (13) Of such RSUs, 1/3 vests on each of the first three anniversaries of the date of grant.
- (14) On June 30, 2018, Mr. Hogarth held a total of 100,000 Stock Options and beneficially owned or controlled 315,280 Common Shares.
- (15) On June 30, 2018, Mr. Swayze held a total of 100,000 Stock Options and nil Common Shares.
- (16) Of such Stock Options, 1/48 vests each month following the date of grant.
- (17) On June 30, 2018, Mr. Lee held a total of 100,000 Stock Options and nil Common Shares.
- (18) On June 30, 2018, Mr. Schwartz held a total of 100,000 Stock Options and beneficially owned or controlled 832,315

- Common Shares.
- (19) Of such RSUs, 1/3 vests on each of the first three anniversaries of the date of grant.
- (20) Ceased to be a director on March 26, 2018.
- (21) To the knowledge of the Company, on June 30, 2018, Ms. Bernfeld held a total of 100,000 Stock Options and held nil Common Shares.

There were no exercises of compensation securities by the Named Executive Officers or directors during the Financial Year.

### Stock Option Plans and Other Incentive Plans

See “Particulars of the Matters to be Acted Upon – Approval of the Corporation’s Stock Option Plan” and “Particulars of the Matters to be Acted Upon – Approval of the Corporation’s Restricted Share Unit Plan”.

### Employment, Consulting and Management Agreements

During the Financial Year, there was no plan or arrangement in respect of compensation received or that may be received by a Named Executive Officer or director with a view to compensating such individuals in the event of severance, constructive dismissal or termination of their employment or a change of responsibilities following a change of control.

## EQUITY COMPENSATION PLAN INFORMATION

The following table sets forth the information pertaining to the Corporation’s Stock Option Plan and RSU Plan as at June 30, 2018:

Plan Category		Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in first column)
Equity compensation plans approved by securityholders	Stocks Option Plan	6,546,771	\$0.50	1,701,610 <sup>(1)</sup>
	RSU Plan	4,475,000	N/A <sup>(2)</sup>	2,219,271 <sup>(3)</sup>
Equity compensation plans not approved by securityholders		N/A	N/A	N/A
<b>Total</b>		11,021,771		3,920,881 <sup>(4)</sup>

#### Notes:

- (1) Pursuant to the Stock Option Plan, the number of authorized but unissued Common Shares that may be issued upon the exercise of Stock Options granted under the Stock Option Plan at any time shall not exceed 10% of the issued and outstanding Common Shares at any time. As at June 30, 2018 there were 82,483,810 Common Shares issued and outstanding.
- (2) Pursuant to the RSU Plan, on Common Share is granted upon the vesting of each RSU.
- (3) As at June 30, 2018, the RSU Plan authorized an aggregate of 6,694,271 Common Shares to be reserved for issuance pursuant to RSUs.
- (4) As at the date hereof, the number of Common Shares to be issued upon exercise of the outstanding Stock Options under the Stock Option Plan is 6,546,771 and 3,30,610 Common Shares remain available for future issuances under the Stock Option Plan. As of the date hereof, there are 3,975,000 RSUs outstanding and 2,719,271 RSUs remain available for future issuances under the RSU Plan.

## CORPORATE GOVERNANCE

### General

The Board believes that good corporate governance improves corporate performance and benefits all shareholders. The CSA have adopted National Policy 58-201 – *Corporate Governance Guidelines*, which provides non-prescriptive guidelines on corporate governance practices for reporting issuers such as the Corporation. In addition, the CSA have implemented National Instrument 58-101 – *Disclosure of Corporate Governance Practices* (“**NI 58-101**”), which prescribes certain disclosure of corporate governance practices. This disclosure is presented below.

### Composition of the Board

The Board is currently composed of eight (8) directors, being G. Scott Paterson, Curt Marvis, Catherine Warren, Tim W. Hogarth, James Swayze, Damian Lee, Amory B. Schwartz and Steven Beeks.

Except for Mr. Marvis, Mr. Schwartz and Mr. Paterson, all of the proposed nominees of the Corporation are considered by the Board to be independent within the meaning of NI 58-101. An “independent director” is a director who is independent of management and is free from any interest and any business or other relationship which could, or could reasonably be perceived to materially interfere with the director’s ability to act with a view to the best interests of the Corporation. Mr. Marvis is the Chief Executive Officer of the Corporation, Mr. Schwartz is the Executive Vice-President of QYOU Limited, a wholly-owned subsidiary of the Corporation and Mr. Paterson has acted as a consultant to the Corporation and has been compensated as such, and accordingly is considered to be “non-independent”. See “*Compensation of Executive Officers and Directors – Summary Compensation Table*”.

The independent directors exercise their responsibilities for independent oversight of management and meet independently of management whenever deemed necessary.

The following table sets forth the current and proposed directors of the Corporation who currently hold directorships with other reporting issuers:

Director	Other Reporting Issuers
G. Scott Paterson	Engagement Labs Inc., Halo Labs Inc., Symbility Solutions Inc. and Lionsgate Entertainment Corp.
Tim W. Hogarth	Parkland Fuels Corporation
James Swayze	Symbility Solutions Inc.
Curt Marvis	The Tinley Beverage Company Inc.
Damian Lee	Spacefy Inc.

### Orientation and Continuing Education of Board Members

New Board members will receive information which includes access to reports on operations and results, and all public disclosure filings by the Corporation. In addition, management of the Corporation makes itself available for discussion with all Board members.

### Measures to Encourage Ethical Business Conduct

The Board encourages and promotes a culture of ethical business conduct through various measures. It is the responsibility of all employees, officers and directors to report any concerns regarding accounting, financial

statement disclosure, internal accounting or disclosure controls, auditing matters or suspected wrong-doings in accordance with the provisions set out herein. No employee, officer or director who in good faith makes a complaint shall suffer harassment, retaliation or adverse employment consequences. An individual who retaliates against someone who has made a complaint in good faith is subject to discipline up to and including termination of employment. Additionally, no person having knowledge of undisclosed material information relating to the Corporation shall disclose the information to any person other than in the necessary course of business or with the express written consent of his or her supervising director, officer or manager; or buy or sell, or acquire an option to buy or sell, any security of the Corporation or of a third party involved in activity or negotiation with the Corporation.

### **Nomination of Directors**

The Corporation's management is continually in contact with individuals involved in other junior public companies in a variety of business sectors. From these sources, the Corporation has made numerous contacts and in the event that the Corporation were in a position to nominate any new directors, such individuals would be brought to the attention of the Board. The Corporation conducts due diligence, reference and background checks on any suitable candidate. New nominees must have a track record in general business management, special expertise in an area of strategic interest to the Corporation, the ability to devote the time required and a willingness to serve.

### **Compensation**

See "*Compensation of Executive Officers and Directors – Compensation Governance*".

### **Other Board Committees**

The Corporation does not have any committees other than the Audit Committee.

### **Assessments**

The Board monitors the adequacy of information given to directors, communication between the Board and management and the strategic direction and processes of the Board.

## **AUDIT COMMITTEE**

The Audit Committee has a charter (the "**Audit Committee Charter**"), which outlines its authority and responsibilities. The full text of the Audit Committee Charter is attached as Schedule "C" hereto.

### **Composition**

The Audit Committee was reconstituted on August 3, 2017 and is currently comprised of three individuals, Damian Lee (Chair), Catherine Warren and Tim W. Hogarth, all of whom are considered financially literate under National Instrument 52-110 – *Audit Committees* ("**NI 52-110**") and all of whom are independent.

### **Relevant Education and Experience**

In addition to each member's general business experience, the education and experience of each Audit Committee member that is relevant to the performance of his or her responsibilities as an Audit Committee member is outlined above under "*Particulars of Matters to be Acted Upon – Biographies of Directors*".

### Audit Committee Oversight

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

### Pre-Approval Policies and Procedures

The Audit Committee pre-approves all audit and permitted non-audit services.

### External Auditor Service Fees (By Category)

The following table provides information about the fees billed to the Corporation for professional services rendered by E&Y and MNP LLP during the financial years ended June 30, 2018 and 2017, and were paid or estimated to be payable for services in those years:

	Year ended June 30,	
	2018 <sup>(1)</sup>	2017 <sup>(1)</sup>
Audit Fees <sup>(2)</sup>	\$202,553	\$220,000
Audit Related Fees <sup>(3)</sup>	\$109,045	\$24,236
Tax Fees <sup>(4)</sup>	\$16,927	\$31,751
All Other Fees	\$nil	\$nil
Total:	\$328,525	\$275,987

#### Notes:

- (1) Estimated audit fees.
- (2) Audit fees were for professional services rendered by the auditors for the audit of the Corporation's consolidated financial statements, as well as services provided in connection with statutory and regulatory filings.
- (3) Audit related fees were for reviews of quarterly financial statements.
- (4) Tax fees were for tax compliance services and tax advice and planning.

The Audit Committee communicated through meetings, emails and telephone conferences in the Financial Year to fulfill its mandate.

### Exemptions

Since the Corporation is a "Venture Issuer" (its securities are not listed or quoted on any of the Toronto Stock Exchange, Aequitas NEO Exchange Inc., a U.S. marketplace, or a marketplace outside of Canada and the United States of America), the Corporation has relied on the exemption in Section 6.1 of NI 52-110 in order to be exempt from the requirements of Part 5 *Reporting Obligations* of NI 52-110, which relates to the reporting of the required disclosure.

## INDEBTEDNESS OF DIRECTORS, EXECUTIVE OFFICERS AND EMPLOYEES

The following table sets forth the indebtedness of each individual who is, or at any time during the Financial Year was, a director, officer or proposed nominee for election as a director of the Corporation, and each associate of any such person, who is, or at any time since the beginning of the most recently completed financial year of the Corporation has been, indebted to the Corporation:

Name and Principal Position	Involvement of the Corporation	Largest Amount Outstanding During the Financial Year Ended June 30, 2018 (\$)	Amount Outstanding as at November 1, 2018 (\$)	Financially Assisted Securities Purchases During the Financial Year Ended June 30, 2018 (#)	Amount Forgiven During the Financial Year Ended June 30, 2018 (\$)
Curt Marvis <sup>(1)</sup>	Lender	US\$154,375 <sup>(2)</sup>	US\$155,925	N/A	N/A
Chief Executive Officer, director and proposed nominee for director at the Meeting					

**Notes:**

- (1) On June 5, 2017, the Corporation loaned US\$150,000 to Mr. Marvis, as evidenced by a promissory note issued by Mr. Marvis to the Corporation (the “**Promissory Note**”), US\$125,000 of which was advanced to Mr. Marvis in June 2017 and US\$25,000 of which was advanced to Mr. Marvis in August 2017. The Promissory Note bears interest at a rate of three percent (3%) per annum, calculated daily and payable annually in arrears, and will become due twenty-four months from the date of issuance. During the term of the Promissory Note, Mr. Marvis has agreed not to dispose of any of his securities in the capital of the Corporation.
- (2) As at June 30, 2018.

## INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as set forth in this Circular, the Corporation is not aware of any material interest, direct or indirect, of any informed person or proposed director of the Corporation or any associate or affiliate of any such persons in any transaction since the commencement of the Financial Year or in any proposed transaction, which has materially affected or would materially affect the Corporation or any of its subsidiaries.

## INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

Other than as set forth in this Circular, the management of the Corporation is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, of any person who has been a director or executive officer at any time since the beginning of the Corporation’s last financial year or any proposed nominee for election as a director, or any associate or affiliate of any of the foregoing persons, in any matter to be acted upon at the Meeting other than the election of directors or the re-appointment of auditors. All of the directors and officers are entitled to receive Stock Options pursuant to the Stock Option Plan and to receive RSUs pursuant to the RSU Plan. See “*Particulars of Matters to be Acted Upon – Approval of Stock Option Plan*” and “*Particulars of Matters to be Acted Upon – Approval of Restricted Share Unit Plan*”.

## ADDITIONAL INFORMATION

Financial information is provided in the Corporation’s audited consolidated financial statements and accompanying management’s discussion and analysis (“**MD&A**”) for the Financial Year. Copies of the audited consolidated financial statements and MD&A for the Financial Year are available under the Corporation’s profile on SEDAR.

Shareholders may contact the Corporation to request copies of the Corporation's financial statements and MD&A at [wbarnes@qyoutv.com](mailto:wbarnes@qyoutv.com).

Additional information relating to the Corporation is available on the SEDAR website at [www.sedar.com](http://www.sedar.com).

**GENERAL**

The approval of the Corporation's RSU Plan requires a majority of the votes cast by Disinterested Shareholders in person or by proxy at the Meeting. All other matters referred to herein for approval by the shareholders require a majority of the votes cast by shareholders in person or by proxy at the Meeting.

The contents and sending of this Circular have been approved by the Board. Where information contained in this Circular rests particularly within the knowledge of a person other than the Corporation, the Corporation has relied upon information furnished by such person.

Unless otherwise stated, the information contained herein is given as of the 1st day of November, 2018.

**By Order of the Board of Directors**

(signed) "Curt Marvis"

Curt Marvis  
Chief Executive Officer

**SCHEDULE “A”****QYOU MEDIA INC.****AMENDED AND RESTATED STOCK OPTION PLAN****1. Purpose**

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

**2. Definitions and Interpretation**

When used in this Plan, unless there is something in the subject matter or context inconsistent therewith, the following words and terms shall have the respective meanings ascribed to them as follows:

- (a) **“Board”** means the Board of the Corporation;
- (b) **“Common Shares”** means common shares in the capital of the Corporation and any shares or securities of the Corporation into which such common shares are changed, converted, subdivided, consolidated or reclassified;
- (c) **“Corporation”** means QYOU Media Inc. and any successor corporation and any reference herein to action by the Corporation means action by or under the authority of its Board or a duly empowered committee appointed by the Board;
- (d) **“Discounted Market Price”** means the last per share closing price for the Common Shares on the Exchange before the date of grant of an Option, less any applicable discount under Exchange Policies;
- (e) **“Exchange”** means the TSX Venture Exchange or any other stock exchange on which the Common Shares are listed;
- (f) **“Exchange Policies”** means the policies of the Exchange, including those set forth in the Corporate Finance Manual of the Exchange;
- (g) **“Insider”** has the meaning ascribed thereto in Exchange Policies;
- (h) **“Option”** means an option granted by the Corporation to an Optionee entitling such Optionee to acquire a designated number of Common Shares from treasury at a price determined by the Board;
- (i) **“Option Period”** means the period determined by the Board during which an Optionee may exercise an Option, not to exceed the maximum period permitted by the Exchange, which maximum period is ten (10) years from the date the Option is granted;
- (j) **“Optionee”** means a person who is a director, officer, employee, consultant or other personnel of the Corporation or a subsidiary of the Corporation; a corporation wholly-owned by such persons; or any other individual or body corporate who may be granted an option pursuant to the requirements of the Exchange, who is granted an Option pursuant to this Plan; and

- (k) “**Plan**” shall mean the Corporation’s incentive stock option plan as embodied herein and as from time to time amended.

Capitalized terms in the Plan that are not otherwise defined herein shall have the meaning set out in the Exchange Policy, including without limitation “Consultant”, “Employee”, “Director”, “Insider”, “Investor Relations Activities”, “Management Company Employee”, “Tier 1 Issuer” and “Tier 2 Issuer”.

Wherever the singular or masculine is used in this Plan, the same shall be construed as meaning the plural or feminine or body corporate and vice versa, where the context or the parties so require.

### **3. Administration**

The Plan shall be administered by the Board. The Board shall have full and final discretion to interpret the provisions of the Plan and to prescribe, amend, rescind and waive rules and regulations to govern the administration and operation of the Plan. All decisions and interpretations made by the Board shall be binding and conclusive upon the Corporation and on all persons eligible to participate in the Plan, subject to shareholder approval if required by the Exchange. Notwithstanding the foregoing or any other provision contained herein, the Board shall have the right to delegate the administration and operation of the Plan to a special committee of directors appointed from time to time by the Board, in which case all references herein to the Board shall be deemed to refer to such committee.

### **4. Eligibility**

The Board may at any time and from time to time designate those Optionees who are to be granted an Option pursuant to the Plan and grant an Option to such Optionee. Subject to Exchange Policies and the limitations contained herein, the Board is authorized to provide for the grant and exercise of Options on such terms (which may vary as between Options) as it shall determine. No Option shall be granted to any person except upon recommendation of the Board. A person who has been granted an Option may, if he is otherwise eligible and if permitted by Exchange Policies, be granted an additional Option or Options if the Board shall so determine. Subject to Exchange Policies, the Corporation shall represent that the Optionee is a bona fide Employee, Consultant or Management Company Employee (as such terms are defined in Exchange Policies) in respect of Options granted to such Optionees.

### **5. Participation**

Participation in the Plan shall be entirely voluntary and any decision not to participate shall not affect an Optionee’s relationship or employment with the Corporation.

Notwithstanding any express or implied term of this Plan or any Option to the contrary, the granting of an Option pursuant to the Plan shall in no way be construed as conferring on any Optionee any right with respect to continuance as a director, officer, employee or consultant of the Corporation or any subsidiary of the Corporation.

Options shall not be affected by any change of employment of the Optionee or by the Optionee ceasing to be a director or officer of or a consultant to the Corporation or any of its subsidiaries, where the Optionee at the same time becomes or continues to be a director, officer or full-time employee of or a consultant to the Corporation or any of its subsidiaries.

Options will not be granted to an officer, employee or consultant of the Corporation, unless such participant is a *bona fide* Officer, Employee or Consultant of the Corporation.

No Optionee shall have any of the rights of a shareholder of the Corporation in respect to Common Shares issuable on exercise of an Option until such Common Shares shall have been paid for in full and issued by the Corporation on exercise of the Option, pursuant to this Plan.

Optionees resident in the State of California should also refer to Appendix “I” of the Plan.

## **6. Common Shares Subject to Options**

The number of authorized but unissued Common Shares that may be issued upon the exercise of Options granted under the Plan at any time shall not exceed 10% of the issued and outstanding Common Shares on a non-diluted basis at any time, and such aggregate number of Common Shares shall automatically increase or decrease as the number of issued and outstanding Common Shares changes, provided that such number of unissued Common Shares issuable upon exercise of Options granted under the Plan plus the number of Common Shares reserved for issuance under all other equity incentive plans of the Corporation, including, but not limited to, the restricted share unit plan of the Corporation, shall not exceed 20% of the issued and outstanding Common Shares on a non-diluted basis at any time.

All subject to Exchange Policies, this Plan shall not permit grants of Options to Insiders (as a group), within a 12 month period, of an aggregate number of options exceeding 10% of the issued Common Shares of the Corporation, calculated at the date an Option is granted to any Insider. The aggregate number of Common Shares reserved for issuance to any one (1) Optionee under Options granted in any 12 month period shall not exceed 5% of the issued and outstanding Common Shares determined at the date of grant. The aggregate number of Common Shares reserved for issuance to an Optionee who is a Consultant in a 12 month period shall not exceed 2% of the issued and outstanding Common Shares determined at the date of grant. The aggregate number of Shares reserved for issuance pursuant to Options granted to all persons retained to provide investor relations activities must not exceed 2% of the issued and outstanding Shares in any 12 month period, calculated on the date of grant.

Appropriate adjustments shall be made as set forth in Section 13 and Section 14 hereof, in both the number of Common Shares covered by individual grants and the total number of Common Shares authorized to be issued hereunder, to give effect to any relevant changes in the capitalization of the Corporation.

If any Option granted hereunder shall expire or terminate for any reason without having been exercised in full, the unpurchased Common Shares subject thereto shall again be available for the purpose of the Plan.

## **7. Option Agreement**

A written agreement will be entered into between the Corporation and each Optionee to whom an Option is granted hereunder, which agreement will set out the number of Common Shares subject to option, the exercise price and any other terms and conditions approved by the Board, all in accordance with the provisions of this Plan (herein referred to as the “**Stock Option Agreement**”). The Stock Option Agreement will be in such form as the Board may from time to time approve, and may contain such terms as may be considered necessary in order that the Option will comply with any provisions respecting options in the income tax or other laws in force in any country or jurisdiction of which the Optionee may from time to time be a resident or citizen or the rules of any regulatory body having jurisdiction over the Corporation.

## **8. Option Period and Exercise Price**

Each Option and all rights thereunder shall be expressed to expire on the date set out in the respective Stock Option Agreement, which shall be the date of the expiry of the Option Period (the “**Expiry Date**”), subject to earlier termination as provided in Sections 10 and 11 hereof.

Subject to Exchange Policies and any limitations imposed by any relevant regulatory authority, the exercise price of an Option granted under the Plan shall be as determined by the Board when such

Option is granted and shall be an amount at least equal to the Discounted Market Price of the Common Shares.

## **9. Exercise of Options**

An Optionee shall be entitled to exercise an Option granted to it at any time prior to the expiry of the Option Period, subject to Sections 10 and 11 hereof and to vesting limitations which may be imposed by the Board at the time such Option is granted. Subject to Exchange Policies, the Board may, in its sole discretion, determine the time during which an Option shall vest and the method of vesting, or that no vesting restriction shall exist.

The exercise of any Option will be conditional upon receipt by the Corporation at its head office of a written notice of exercise, specifying the number of Common Shares in respect of which the Option is being exercised, accompanied by cash payment, certified cheque or bank draft for the full purchase price of such Common Shares with respect to which the Option is being exercised.

Common Shares shall not be issued pursuant to the exercise of an Option unless the exercise of such Option and the issuance and delivery of such Common Shares pursuant thereto shall comply with all relevant provisions of applicable securities law and the requirements of any stock exchange or consolidated stock price reporting system on which prices for the Common Shares are quoted at any given time. As a condition to the exercise of an Option, the Corporation may require the person exercising such Option to represent and warrant at the time of any such exercise that the Common Shares are being purchased only for investment and without any present intention to sell or distribute such Common Shares if, in the opinion of counsel for the Corporation, such a representation is required by law.

## **10. Ceasing to be a Director, Officer, Employee or Consultant**

Unless otherwise determined by the Board, and subject to the rules Exchange Policies, if an Optionee ceases to be a director, officer, employee or consultant of the Corporation or its subsidiaries for any reason other than death, the Optionee may, but only within a reasonable period, to be set out in the applicable Stock Option Agreement at the time of the grant, subject to a maximum of one (1) year following the Optionee's ceasing to be a director, officer, employee or consultant (or 30 days in the case of an Optionee engaged in Investor Relations Activities) or prior to the expiry of the Option Period, whichever is earlier, exercise any Option held by the Optionee, but only to the extent that the Optionee was entitled to exercise the Option at the date of such cessation. For greater certainty, any Optionee who is deemed to be an employee of the Corporation pursuant to any medical or disability plan of the Corporation shall be deemed to be an employee for the purposes of the Plan.

## **11. Death of Optionee**

In the event of the death of an Optionee, the Option previously granted to him shall be exercisable within one (1) year following the date of the death of the Optionee or prior to the expiry of the Option Period, whichever is earlier, and then only:

- (a) by the person or persons to whom the Optionee's rights under the Option shall pass by the Optionee's will or the laws of descent and distribution, or by the Optionee's legal personal representative; and
- (b) to the extent that the Optionee was entitled to exercise the Option at the date of the Optionee's death.

**12. Optionee's Rights Not Transferable**

No right or interest of any Optionee in or under the Plan is assignable or transferable, in whole or in part, either directly or by operation of law or otherwise in any manner except by bequeath or the laws of descent and distribution, subject to the requirements of the Exchange, or as otherwise allowed by the Exchange.

Subject to the foregoing, the terms of the Plan shall bind the Corporation and its successors and assigns, and each Optionee and his heirs, executors, administrators and personal representatives.

**13. Takeover or Change of Control**

The Corporation shall have the power, in the event of:

- (a) any disposition of all or substantially all of the assets of the Corporation, or the dissolution, merger, amalgamation or consolidation of the Corporation with or into any other corporation or of such corporation into the Corporation, or
- (b) any change in control of the Corporation,

to make such arrangements as it shall deem appropriate for the exercise of outstanding Options or continuance of outstanding Options, including without limitation, to amend any Stock Option Agreement to permit the exercise of any or all of the remaining Options prior to the completion of any such transaction. If the Corporation shall exercise such power, the Option shall be deemed to have been amended to permit the exercise thereof in whole or in part by the Optionee at any time or from time to time as determined by the Corporation prior to the completion of such transaction.

**14. Anti-Dilution of the Option**

In the event of:

- (a) any subdivision, redivision or change of the Common Shares at any time during the term of the Option into a greater number of Common Shares, the Corporation shall deliver, at the time of any exercise thereafter of the Option, such number of Common Shares as would have resulted from such subdivision, redivision or change if the exercise of the Option had been made prior to the date of such subdivision, redivision or change;
- (b) any consolidation or change of the Common Shares at any time during the term of the Option into a lesser number of Common Shares, the number of Common Shares deliverable by the Corporation on any exercise thereafter of the Option shall be reduced to such number of Common Shares as would have resulted from such consolidation or change if the exercise of the Option had been made prior to the date of such consolidation or change;
- (c) any reclassification of the Common Shares at any time outstanding or change of the Common Shares into other shares, or in case of the consolidation, amalgamation or merger of the Corporation with or into any other corporation (other than a consolidation, amalgamation or merger which does not result in a reclassification of the outstanding Common Shares or a change of the Common Shares into other shares), or in case of any transfer of the undertaking or assets of the Corporation as an entirety or substantially as an entirety to another corporation, at any time during the term of the Option, the Optionee shall be entitled to receive, and shall accept, in lieu of the number of Common Shares to which he was theretofore entitled upon exercise of the Option, the kind and amount of shares and other securities or property which such holder would have been entitled to receive as a result of such reclassification, change, consolidation, amalgamation, merger or transfer if, on the effective date thereof, he had been

the holder of the number of Common Shares to which he was entitled upon exercise of the Option.

Adjustments shall be made successively whenever any event referred to in this section shall occur. For greater certainty, the Optionee shall pay for the number of shares, other securities or property as aforesaid, the amount the Optionee would have paid if the Optionee had exercised the Option prior to the effective date of such subdivision, redivision, consolidation or change of the Common Shares or such reclassification, consolidation, amalgamation, merger or transfer, as the case may be.

#### **15. Costs**

The Corporation shall pay all costs of administering the Plan.

#### **16. Termination and Amendment**

- (a) The Board may amend or terminate this Plan or any outstanding Option granted hereunder at any time without the approval of the shareholders of the Corporation or any Optionee whose Option is amended or terminated, in order to conform this Plan or such Option, as the case may be, to applicable law or regulation or the requirements of the Exchange or any relevant regulatory authority, whether or not such amendment or termination would affect any accrued rights, subject to the approval of the Exchange or such regulatory authority.
- (b) The Board may amend or terminate this Plan or any outstanding Option granted hereunder for any reason other than the reasons set forth in Section 16(a) hereof, subject to the approval of the Exchange or any relevant regulatory authority and the approval of the shareholders of the Corporation if required by the Exchange or such regulatory authority. Subject to Exchange Policies, disinterested shareholder approval will be obtained for any reduction in the exercise price of an Option if the Optionee is an Insider of the Corporation at the time of the proposed amendment. No such amendment or termination will, without the consent of an Optionee, alter or impair any rights which have accrued to him prior to the effective date thereof.
- (c) The Plan, and any amendments thereto, shall be subject to acceptance and approval by the Exchange. Any Options granted prior to such approval and acceptance shall be conditional upon such approval and acceptance being given and no such Options may be exercised unless and until such approval and acceptance are given.

#### **17. Withholding Tax**

Upon exercise of an Option, the Optionee will, upon notification of the amount due and prior to or concurrently with the delivery of the certificates representing the Common Shares, pay to the Corporation amounts necessary to satisfy applicable withholding tax requirements or will otherwise make arrangements satisfactory to the Corporation for such requirements. In order to implement this provision, the Corporation or any related corporation will have the right to retain and withhold from any payment of cash or Common Shares under the Plan the amount of taxes required to be withheld or otherwise deducted and paid in respect of such exercise. At its discretion, the Corporation may require an Optionee receiving Common Shares upon the exercise of an Option to reimburse the Corporation for any such taxes required to be withheld by the Corporation and withhold any distribution to the Optionee in whole or in part until the Corporation is so reimbursed. In lieu thereof, the Corporation will have the right to withhold from any cash amount due or to become due from the Corporation to the Optionee an amount equal to such taxes. The Corporation may also retain and withhold or the Optionee may elect, subject to approval by the Corporation at its sole discretion, to have the Corporation retain and withhold a number of Common Shares having a market value not less than the amount of such taxes required to be withheld by the Corporation to reimburse the Corporation for any

such taxes and cancel (in whole or in part) any such Common Shares issuable upon exercise of an Option so withheld.

**18. Applicable Law**

This Plan shall be governed by, administered and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**19. Prior Plans**

On the effective date (as set out in Section 20 hereof), subject to Exchange approval and, if required, shareholder approval:

- (a) the Plan shall entirely replace and supersede prior stock option plans, if any, enacted by the Corporation; and
- (b) all outstanding options shall be deemed to be granted pursuant to the Plan.

**20. Effective Date**

This Plan shall become effective as of and from, and the effective date of the Plan shall be December 28, 2017, upon receipt of all necessary shareholder and regulatory approvals.

**APPENDIX “I”  
CALIFORNIA RESIDENTS**

**(for California residents only, to the extent required by  
California Corporations Code Section 25102(o))**

This Appendix “I” to the foregoing Stock Option Plan shall apply only to the Participants who are residents of the State of California and who are receiving an Option under the Plan in reliance on California Corporations Code Section 25102(o) only. Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to them in the Plan. Notwithstanding any provisions contained in the Plan or the Plan to the contrary and to the extent required by applicable laws, the following terms shall apply to the Option granted to the Participant as a resident of the State of California, until the earlier to occur of (i) such time as the Board amends this Appendix “I” or (ii) at such time as the Board otherwise provides.

(a) Unless determined otherwise by the Board, the Option may not be sold, pledged, assigned, hypothecated, or otherwise transferred in any manner other than by will or by the laws of descent and distribution, and may be exercised, during the lifetime of the Participant, only by the Participant. If the Board makes an Option transferable, such Option may only be transferred (i) by will, (ii) by the laws of descent and distribution, (iii) to a revocable trust, or (iv) as permitted by Rule 701 of the Securities Act.

(b) If the Participant ceases to be a director, officer, employee or consultant of the Corporation or its subsidiaries for any reason other than (i) a termination for Cause (as hereinafter defined); (ii) death; or (iii) permanent and total disability, the Participant may exercise his, her or its Option prior to the Expiration Date and within such period of time as specified by the Board, which period shall not be less than thirty (30) days following the Participant’s ceasing to be a director, officer, employee or consultant, but only to the extent that the Participant was entitled to exercise the Option at the date of such cessation. “Cause” shall mean, as determined by the Board, unless otherwise provided in an applicable agreement between the Participant and the Corporation: (i) negligence or wilful misconduct by a Participant in connection with the performance of duties; (ii) a commission by a Participant of a criminal offence; or (iii) material breach by a Participant of any term of any employment, consulting or other services, confidentiality, intellectual property, non-competition or non-solicitation agreement between the Participant and the Corporation or a subsidiary.

(c) If the Participant ceases to be a director, officer, employee or consultant of the Corporation or its subsidiaries prior to the Expiration Date by reason of the Participant’s permanent and total disability, the Participant may exercise his or her Option within such period of time as specified by the Board, which period shall not be less than six (6) months following the date of the Participant’s ceasing to be a director, officer, employee or consultant, to the extent such Option is exercisable on the date of such cessation (but in no event later than the Expiration Date).

(d) No Option shall be granted, nor shall any Optioned Shares be issued upon the exercise, vesting or settlement of any Option, to a resident of the State of California more than ten (10) years after the earlier of the date of adoption of the Plan or the date the Plan is approved by the Corporation’s shareholders.

(e) In the event of a share split, reverse share split, share dividend, recapitalization, combination, reclassification or other distribution of the Corporation’s equity securities without the receipt of consideration by the Corporation, of or on the Common Shares, the Board will make a proportionate adjustment of the number of Optioned Shares purchasable pursuant to the Option and the exercise price thereof under the Option; *provided, however*, that the Board will make such proportionate adjustments to the Option in the event of or as required by Section 25102(o) of the California Corporations Code to the extent the Corporation is relying upon the exemption afforded thereby with respect to the Option.

(f) The Board shall have the authority to amend this Appendix “I” in accordance with the terms of the Plan.

**SCHEDULE “B”**

**QYOU MEDIA INC.**

**AMENDED AND RESTATED RESTRICTED SHARE UNIT PLAN**

**ARTICLE 1  
DEFINITIONS AND INTERPRETATION**

**1.1 Purpose**

This Restricted Share Unit Plan is established as a method by which equity-based incentives may be awarded to the senior officers, directors, employees, and consultants of QYOU Media Inc. (the “**Corporation**”) to recognize and reward their significant contributions to the long-term success of the Corporation and to align their interests more closely with the shareholders of the Corporation.

**1.2 Definitions**

For the purposes of this Plan, the following terms shall have the following meanings:

- (a) “**Affiliate**” has the meaning ascribed thereto by the Exchange;
- (b) “**Board**” means the Board of Directors of the Corporation or, as applicable, a committee consisting of not less than 3 Directors of the Corporation duly appointed to administer this Plan;
- (c) “**Change of Control**” includes
  - (i) the acquisition by any persons “acting jointly or in concert” (as determined by the *Securities Act* (Ontario)), whether directly or indirectly, of voting securities of the Corporation that, together with all other voting securities of the Corporation held by such persons, constitute in the aggregate more than 50% of all outstanding voting securities of the Corporation,
  - (ii) an amalgamation, merger, arrangement or other form of business combination of the Corporation with another corporation that results in the holders of voting securities of that other corporation holding, in the aggregate, more than 50% of all outstanding voting securities of the corporation resulting from the business combination,
  - (iii) the sale, lease or exchange of all or substantially all of the property of the Corporation to another person, other than in the ordinary course of business of the Corporation or to a related entity, or
  - (iv) any other transaction that is deemed to be a “**Change of Control**” for the purposes of this Plan by the Board in its sole discretion;
- (d) “**common share**” means a common share in the capital of the Corporation;
- (e) “**Corporation**” means QYOU Media Inc. and its successors and assigns;
- (f) “**Disinterested Shareholder**” means a holder of common shares that is not an Eligible Person nor an associate (as defined in the *Securities Act* (Ontario)) of an Eligible Person;
- (g) “**Dividend**” means a dividend declared and payable on a common share in accordance with the Corporation’s dividend policy as the same may be amended from time to time (an “**Ordinary Dividend**”), and may, in the discretion of the Board, include a special or stock dividend (a “**Special Dividend**”), and may, in the discretion of the Board, include a Special Dividend declared and payable

on a common share;

- (h) **“Eligible Person”** means senior officers, directors, employees, and consultants of the Corporation;
- (i) **“Exchange”** means, collectively, the TSXV, any successor thereto and any other stock exchange or trading facilities through which the common shares trade or are quoted from time to time;
- (j) **“Fair Market Value”** means the closing price of the common shares on the Exchange on the Business Day immediately prior to the Redemption Date or, if the common shares are not listed on the Exchange, then on such other stock exchange or quotation system as may be selected by the Board, provided that, if the common shares are not listed or quoted on any other stock exchange or quotation system, then the Fair Market Value will be the value determined by the Board in its sole discretion acting in good faith;
- (k) **“Grant Date”** means any date determined from time to time by the Board as a date on which a grant of Restricted Share Units will be made to one or more Eligible Persons under this Plan;
- (l) **“Insider”** means an **“Insider”** as defined in the TSXV Policies;
- (m) **“Plan”** means this Restricted Share Unit Plan, as amended from time to time;
- (n) **“Redemption Date”** in respect of any Restricted Share Unit means the third anniversary of the Grant Date on which such Restricted Share Unit was granted to the Eligible Person, unless (i) an earlier date has been established or approved by the Board as the Redemption Date in respect of such Restricted Share Unit in order to create a staggered vesting scheme for a grant or for any other reason as the Board may determine, or (ii) Section 3.6, 4.1, 4.2, 6.2 is applicable, in which case the Redemption Date in respect of such Restricted Share Unit shall be the date established as such in accordance with the applicable Section; provided that, notwithstanding any other provision hereof, in no event will the Redemption Date in respect of any Restricted Share Unit be after the end of the calendar year which is three years following the end of the year in which services to which the grant of such Restricted Share Unit relates were performed by the Eligible Person to whom such Restricted Share Unit was granted;
- (o) **“Reorganization”** means any declaration of any stock dividend (other than a Special Dividend in respect of which the Board, in its discretion, determines that Eligible Persons are to be paid a cash amount pursuant to Section 3.4, stock split, combination or exchange of shares, merger, consolidation, recapitalization, amalgamation, plan of arrangement, reorganization, spin-off or other distribution (other than Ordinary Dividends) of the Corporation assets to shareholders or any other similar corporate transaction or event which the Board determines affects the common shares such that an adjustment is appropriate to prevent dilution or enlargement of the rights of Eligible Persons under this Plan;
- (p) **“Restricted Share Unit”** means one notional common share (without any of the attendant rights of a shareholder of such common share, including, without limitation, the right to vote such common share and the right to receive dividends thereon, except to the extent otherwise specifically provided herein) credited by bookkeeping entry to a notional account maintained by the Corporation in respect of an Eligible Person in accordance with this Plan;
- (q) **“Subsidiary”** has the meaning set out in the *Securities Act* (Ontario);
- (r) **“TSXV”** means the TSX Venture Exchange; and
- (s) **“TSXV Policies”** means the policies included in the TSXV Corporate Finance Manual and **“TSXV Policy”** means any one of them.

### **1.3 Effective Date**

This Plan shall be effective as of December 14, 2018, provided that no common shares may be issued under this Plan until and unless all required Exchange, regulatory, and shareholder approvals have been obtained with respect to the issuance of Restricted Share Units and common shares hereunder.

### **1.4 Governing Law; Subject to Applicable Regulatory Rules**

This Plan shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The provisions of this Plan shall be subject to the applicable by-laws, rules and policies of the Exchange and applicable securities legislation.

## **ARTICLE 2 ELIGIBILITY AND PARTICIPATION**

### **2.1 Eligibility**

This Plan applies to those persons qualifying as Eligible Persons for a grant of Restricted Share Units pursuant to Section 3.1. Restricted Share Units will not be granted to an employee, consultant or management company employee unless such participant is a *bona fide* employee, consultant or management company employee pursuant to TSXV Policies.

### **2.2 Rights Under this Plan**

Subject to Sections 4 and 5, an Eligible Person granted Restricted Share Units shall continue to have rights in respect of such Restricted Share Units until such Restricted Share Units have been redeemed for cash or common shares or terminated without vesting in accordance with this Plan.

### **2.3 Copy of this Plan**

The Corporation shall provide each Eligible Person with a copy of this Plan following the initial grant of Restricted Share Units to such Eligible Person and with a copy of all amendments to this Plan.

### **2.4 Limitation on Rights**

- (a) Nothing in this Plan shall confer on any person any right to be designated as an Eligible Person or to be granted any Restricted Share Units.
- (b) There is no obligation for uniformity of treatment of Eligible Persons or any group of Eligible Persons, whether based on salary or compensation, grade or level or organizational position or level or otherwise.
- (c) A grant of Restricted Share Units to an Eligible Person on one or more Grant Dates shall not be construed to create a right to a grant of Restricted Share Units on a subsequent Grant Date.

### **2.5 Grant Agreements**

- (a) Each grant of Restricted Share Units shall be evidenced by a written agreement executed by the Eligible Person in such form as the Board may from time to time approve, and may contain such terms as may be considered necessary in order that the Restricted Share Unit(s) will comply with any provisions respecting such Restricted Share Units in the income tax or other laws in force in any country or jurisdiction of which the Eligible Person may from time to time be a resident or citizen or the rules of any regulatory body having jurisdiction over the Corporation.
- (b) An Eligible Person will not be entitled to any grant of Restricted Share Units or any benefit of this Plan

unless the Eligible Person agrees with the Corporation to be bound by the provisions of this Plan.

- (c) By entering into an agreement described in this Section 2.5, each Eligible Person shall be deemed conclusively to have accepted and consented to all terms of this Plan and all *bona fide* actions or decisions made by the Board. Such terms and consent shall also apply to and be binding on the legal representative, beneficiaries, heirs and successors of each Eligible Person.

## **2.6 Limits on common shares Issuable on Exercise**

The aggregate maximum number of common shares reserved for issuance under this Plan is 9,848,381 common shares, subject to any adjustment under Section 3.5 hereof or as required by TSXV Policies, or such greater number of common shares as may be permitted by TSXV Policies upon being duly approved by the Board and, if required by TSXV Policies, by the shareholders of the Corporation. The number of Common Shares subject to any Restricted Share Unit (or any portion thereof) that has expired or is forfeited, surrendered, cancelled or otherwise terminated, shall, in each case, automatically become available to be made the subject of new Restricted Share Units under the Restricted Share Unit Plan.

All subject to TSXV Policies, the aggregate number of common shares reserved for issuance to any one (1) Eligible Person under Restricted Share Units granted in any 12 month period shall not exceed 5% of the issued and outstanding common shares determined at the Grant Date. The aggregate number of common shares reserved for issuance to an Eligible Person who is a consultant in a 12 month period shall not exceed 2% of the issued and outstanding common shares determined at the Grant Date. The aggregate number of common shares reserved for issuance pursuant to Restricted Share Units granted to all persons retained to provide investor relations activities must not exceed 2% of the issued and outstanding common shares in any 12 month period, calculated at the Grant Date.

## **2.7 No Fractional common shares**

No fractional common shares may be issued under this Plan.

# **ARTICLE 3 RESTRICTED SHARE UNITS**

## **3.1 Grant of Restricted Share Units**

On each Grant Date, the Board, in its sole discretion, shall designate Eligible Persons and determine the number and vesting of Restricted Share Units to be granted to each Eligible Person. Such grants may have one or more Redemption Dates in order to allow for different vesting dates of the Restricted Share Units.

## **3.2 Redemption of Restricted Share Units**

- (a) Unless redeemed earlier in accordance with this Plan, the Restricted Share Units of each Eligible Person will be redeemed within 30 days after each applicable Redemption Date for cash equal to the Fair Market Value of a Restricted Share Unit (net of any applicable statutory withholdings) on the Redemption Date or an equal number of common shares, as determined by the Board at the time of granting of the Restricted Share Units.
- (b) If the Board determines that any Restricted Share Units are to be redeemed for common shares, the Eligible Person will be entitled to receive and the Corporation will issue to the Eligible Person an equal number of common shares (net of any applicable statutory withholdings) that have vested on the Redemption Date.

### 3.3 Compliance with Tax Requirements

- (a) Each Eligible Person (or the heirs and legal representatives of the Eligible Person) shall bear any and all income or other tax imposed on amounts paid to the Eligible Person (or the heirs and legal representatives of the Eligible Person) under this Plan.
- (b) In taking any action hereunder, or in relation to any rights hereunder, the Corporation and each Eligible Person shall comply with all provisions and requirements of any income tax, pension plan, or employment or unemployment insurance legislation or regulations of any jurisdiction which may be applicable to the Corporation or Eligible Person, as the case may be.
- (c) The Corporation shall have the right to deduct from all payments made to the Eligible Persons in respect of the Restricted Share Units, whether in cash or common shares, any federal, provincial, local, foreign or other taxes, Canadian Pension Plan, Employment Insurance or other deductions required by law to be withheld with respect to such payments. The Corporation may take such other action as the Board may consider advisable to enable the Corporation and any Eligible Person to satisfy obligations for the payment of withholding or other tax obligations relating to any payment to be made under this Plan.
- (d) If the Board so determines, the Corporation shall have the right to require, prior to making any payment under this Plan, payment by the recipient of the excess of any applicable Canadian or foreign federal, provincial, state, local or other taxes over any amounts withheld by the Corporation, in order to satisfy the tax obligations in respect of any payment under this Plan. If the Corporation does not withhold from any payment, or require payment of an amount by a recipient, sufficient to satisfy all income tax obligations, the Eligible Person shall make reimbursement, on demand, in cash, of any amount paid by the Corporation in satisfaction of any tax obligation. Notwithstanding any other provision hereof, in taking such action hereunder, the Board shall endeavour to ensure that the payments to be made hereunder will not be subject to the “salary deferral arrangement” rules under the *Income Tax Act* (Canada), as amended, or income tax legislation of any other jurisdiction.

### 3.4 Payment of Dividend Equivalents

When Dividends are paid on common shares, an Eligible Person shall be credited with Dividend equivalents in respect of the Restricted Share Units credited to the Eligible Person’s account as of the record date for payment of Dividends. Such Dividend equivalents shall be converted into additional Restricted Share Units (including fractional Restricted Share Units) based on the Fair Market Value per common share on the date credited.

### 3.5 Adjustments

- (a) If any change occurs in the outstanding common shares by reason of a Reorganization, the Board, in its sole discretion, and without liability to any person, shall make such equitable changes or adjustments, if any, as it considers appropriate, in such manner as the Board may consider equitable, to reflect such change or event including, without limitation, adjusting the number of Restricted Share Units credited to Eligible Persons and outstanding under this Plan, provided that any such adjustment will not otherwise extend the Redemption Date otherwise applicable.
- (b) The Corporation shall give notice to each Eligible Person of any adjustment made pursuant to this section and, upon such notice, such adjustment shall be conclusive and binding for all purposes.
- (c) The existence of outstanding Restricted Share Units shall not affect in any way the right or power and authority of the Corporation or its shareholders to make or authorize any alteration, recapitalization, reorganization or any other change in the Corporation’s capital structure or its business or any merger or consolidation of the Corporation, any issue of bonds, debentures or preferred or preference shares (ranking ahead of the common shares or otherwise) or any right thereto, or the dissolution or liquidation

of the Corporation, any sale or transfer of all or any part of its assets or business or any corporate act or proceeding whether of a similar character or otherwise.

### **3.6 Offer for common shares – Change of Control**

Notwithstanding anything else herein to the contrary but subject to prior approval of the Exchange, if required, the Corporation shall redeem, in the event of a Change of Control, 100% of the Restricted Share Units granted to the Eligible Persons and outstanding under this Plan as soon as reasonably practical, but no later than 30 days following the Redemption Date for an equal number of common shares. For the purposes of this Section 3.6, the Redemption Date shall be the date on which the Change of Control occurs.

## **ARTICLE 4 EVENTS AFFECTING ENTITLEMENT**

### **4.1 Termination of Employment**

If an Eligible Person ceases to hold such status for any reason (excluding death), all of the former Eligible Person's Restricted Share Units which have vested at the time of such cessation shall be redeemed for cash at the Fair Market Value of a Restricted Share Unit on the Redemption Date (net of any statutory withholdings), an equal number of common shares or a combination of cash and common shares as may be determined by the Board, in its sole discretion, and the remainder shall be cancelled. No amount shall be paid by the Corporation to the Eligible Person in respect of the Restricted Share Units so cancelled. For the purposes of this Section 4.1, the Redemption Date shall be the date on which the employment or retainer of the Eligible Person is terminated irrespective of any entitlement of the former Eligible Person to notice, pay in lieu of notice or benefits beyond the termination date.

### **4.2 Death**

All of the Restricted Share Units, whether vested or not, of an Eligible Person who dies shall immediately vest and be redeemed in accordance with Section 3.2. For the purposes of the foregoing, the Redemption Date shall be the date of the Eligible Person's death.

### **4.3 No Grants Following Last Day of Active Employment**

- (a) In the event of termination of any Eligible Person's employment with the Corporation, such Eligible Person shall not be granted any Restricted Share Units pursuant to Section 3.1 after the last day of active employment of such Eligible Person. Without limiting the generality of the foregoing and of Section 2.4, notwithstanding any other provision hereof or any provision of any employment agreement between any Eligible Person and the Corporation, no Eligible Person will have any right to be awarded additional Restricted Share Units, and shall not be awarded any Restricted Share Units, pursuant to Section 3.1 after the last day of active employment of such Eligible Person on which such Eligible Person actually performs the duties of the Eligible Person's position, whether or not such Eligible Person receives a lump sum payment of salary or other compensation in lieu of notice of termination, or continues to receive payment of salary, benefits or other remuneration for any period following such last day of active employment.
- (b) Notwithstanding any other provision hereof, or any provision of any employment agreement between the Corporation and an Eligible Person, in no event will any Eligible Person have any right to damages in respect of any loss of any right to be awarded Restricted Share Units pursuant to Section 3.1 after the last day of active employment of such Eligible Person and no severance allowance, or termination settlement of any kind in respect of any Eligible Person will include or reflect any claim for such loss of right and no Eligible Person will have any right to assert, claim, seek or obtain, and shall not assert, claim, seek or obtain, any judgment or award in respect of or which includes or reflects any such right or claim for such loss of right.

**ARTICLE 5  
ADMINISTRATION**

**5.1 Transferability**

Rights respecting Restricted Share Units shall not be transferable or assignable other than by will or the laws of descent and distribution.

**5.2 Administration**

- (a) The Board shall, in its sole and absolute discretion, but subject to applicable corporate, securities and tax law requirements:
  - (i) interpret and administer this Plan;
  - (ii) establish, amend and rescind any rules and regulations relating to this Plan; and
  - (iii) make any other determinations that the Board deems necessary or desirable for the administration and operation of this Plan.
- (b) The Board may delegate to any person any administrative duties and powers under this Plan.
- (c) The Board may correct any defect or supply any omission or reconcile any inconsistency in this Plan in the manner and to the extent the Board deems, in its sole and absolute discretion, necessary or desirable.
- (d) Any decision of the Board with respect to the administration and interpretation of this Plan shall be conclusive and binding on the Eligible Person and his or her legal representative.
- (e) The Board may establish policies respecting minimum ownership of common shares of the Corporation by Eligible Persons and the ability to elect Restricted Share Units to satisfy any such policy.

**5.3 Records**

The Corporation will maintain records indicating the number of Restricted Share Units credited to an Eligible Person under this Plan from time to time and the Grant Dates of such Restricted Share Units. Such records shall be conclusive as to all matters involved in the administration of this Plan.

**5.4 Statements**

Upon request, the Corporation shall furnish annual statements to each Eligible Person indicating the number of Restricted Share Units credited to the Eligible Person and the Grant Dates of the Restricted Share Units and such other information that the Corporation considers relevant to the Eligible Person.

**5.5 Legal Compliance**

Without limiting the generality of the foregoing, the Board may take such steps and require such documentation from Eligible Persons as the Board may determine are desirable to ensure compliance with all applicable laws and legal requirements, including all applicable corporate and securities laws and regulations of any country, and any political subdivisions thereof, and the rules, regulations and requirements of the Exchange and any applicable provisions of the *Income Tax Act* (Canada), as amended or income tax legislation or any other jurisdiction.

## **ARTICLE 6 AMENDMENT AND TERMINATION**

### **6.1 Amendment**

- (a) The Board reserves the right, in its sole discretion, to amend, suspend or terminate this Plan or any portion thereof at any time, subject to and in accordance with applicable legislation and TSXV Policies, without obtaining the approval of shareholders. Notwithstanding the foregoing, the Corporation shall be required to obtain Disinterested Shareholder approval for any amendment related to:
  - (i) the number or percentage of issued and outstanding common shares available for grant under this Plan;
  - (ii) a change in the method of calculation of redemption of Restricted Share Units held by Eligible Persons; and
  - (iii) an extension to the term for redemption of Restricted Share Units held by Eligible Persons.
- (b) Subject to TSXV Policies, unless an Eligible Person otherwise agrees, any amendment to this Plan or Restricted Share Unit shall apply only in respect of Restricted Share Units granted on or after the date of such amendment.
- (c) Subject to TSXV Policies, without limiting the generality of the foregoing, the Board may make the following amendments to this Plan, without obtaining shareholder approval:
  - (i) amendments to the terms and conditions of this Plan necessary to ensure that this Plan complies with the applicable regulatory requirements, including the rules of the Exchange;
  - (ii) amendments to the provisions of this Plan respecting administration of this Plan;
  - (iii) amendments to the provisions of this Plan to clarify existing provisions that do not have the effect of altering the scope, nature and intent of such provisions;
  - (iv) amendments to the provisions of this Plan respecting the terms and conditions on which Restricted Share Units may be granted pursuant to this Plan, including the provisions relating to the payment of the Restricted Share Units; and
  - (v) amendments to this Plan that are ministerial or administrative.

### **6.2 Termination of this Plan**

- (a) The Board may from time to time amend or suspend this Plan in whole or in part and may at any time terminate this Plan. No such amendment, suspension or termination shall adversely affect the rights of any Eligible Person at the time of such amendment, suspension or termination with respect to outstanding and unredeemed Restricted Share Units credited to such Eligible Person without the consent of the affected Eligible Person.
- (b) If the Board terminates this Plan, no new Restricted Share Units will be awarded to any Eligible Person, but outstanding and unredeemed previously credited Restricted Share Units shall remain outstanding, be entitled to payments as provided under Section 3.4, and be paid in accordance with the terms and conditions of this Plan existing at the time of termination.
- (c) This Plan will finally cease to operate for all purposes when the last remaining Eligible Person receives a payment in satisfaction of all outstanding and unredeemed Restricted Share Units credited to

such Eligible Person, or all outstanding and unredeemed Restricted Share Units credited to such Eligible Person are cancelled pursuant to the provisions thereof.

## **ARTICLE 7 GENERAL**

### **7.1 Rights to common shares**

- (a) This Plan shall not be interpreted to create any entitlement of any Eligible Person to any common shares, or to the dividends payable pursuant thereto, except as expressly provided herein.
- (b) A holder of Restricted Share Units shall not have rights as a shareholder of the Corporation with respect to any common shares which may be issuable pursuant to the Restricted Share Units so held, whether voting, right on liquidation or otherwise.

### **7.2 No Right to Employment**

- (a) This Plan shall not be interpreted as an employment agreement.
- (b) Nothing in this Plan nor any Board guidelines or any agreement referred to in Section 2.5 nor any action taken hereunder shall be construed as giving any Eligible Person the right to be retained in the continued employ or service of the Corporation or any of its subsidiaries, or giving any Eligible Person or any other person the right to receive any benefits not specifically expressly provided in this Plan nor shall it interfere in any way with any other right of the Corporation to terminate the employment or service of any Eligible Person at any time.

### **7.3 Right to Funds**

- (a) Neither the establishment of this Plan nor the granting of Restricted Share Units under this Plan shall be deemed to create a trust.
- (b) Amounts payable to any Eligible Person under this Plan shall be a general, unsecured obligation of the Corporation.
- (c) The right of an Eligible Person to receive payment pursuant to this Plan shall be no greater than the right of other unsecured creditors of the Corporation.

### **7.4 Successors and Assigns**

This Plan shall be binding on all successors and assigns of the Corporation and an Eligible Person, including without limitation, the estate of such Eligible Person and the legal representative of such estate, or any receiver or trustee in bankruptcy or representative of the Corporation's or Eligible Person's creditors.

### **7.5 Severability**

If any provision of this Plan or part hereof is determined to be void or unenforceable in whole or in part, such determination shall not affect the validity or enforcement of any other provision or part thereof.

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SCHEDULE “C”

QYOU MEDIA INC.  
(the “Company”)

**MANDATE OF THE AUDIT COMMITTEE**

As approved by the Board of Directors of the Company (the “Board”) on June 23, 2017.

**A. PURPOSE AND SCOPE**

The Audit Committee (the “Committee”) of the Board shall be responsible for assisting in the Board’s oversight of the reliability and integrity of the accounting principles and practices, financial statements and other financial reporting and disclosure practices followed by management of the Company. The Committee shall also have oversight responsibility for: (i) the qualifications, independence and performance of the independent auditors; (ii) the establishment by management of an adequate system of internal controls; (iii) the preparation by management of quarterly and annual financial statements; and (iv) the maintenance by management of practices and processes to ensure compliance with applicable laws.

**B. COMPOSITION AND MEETINGS**

The Committee shall be comprised of a minimum of three directors as appointed by the Board, each of whom shall meet the criteria for independence, financial literacy and audit committee composition requirements of National Instrument 52-110 – *Audit Committees* of the Canadian Securities Administrators (“NI 52-110”) (subject to any applicable exemptions from such requirements permitted by NI 52,110, which the Board and Committee shall be permitted to avail themselves of), any exchange upon which securities of the Company are traded or any governmental or regulatory body exercising authority over the Company.

A majority of the members of the Committee shall constitute a quorum at any meeting of the Committee, but in no case shall a quorum be comprised of less than two members of the Committee, and the action of a majority of those present, after determining a quorum, shall be the act of the Committee.

The members of the Committee shall be appointed by the Board and shall serve until their successors shall be duly elected or until their earlier death, resignation or removal. The Board may fill a vacancy in the membership of the Committee and remove a member of the Committee at any time for any reason. The Board shall appoint the chair of the Committee (the “Chair”) from the Committee members. In the absence of the Chair at a duly convened meeting, the Committee shall select a temporary substitute from among its members.

The Committee shall meet at least four (4) times per year or more frequently as circumstances dictate. At the invitation of the Committee, members of the Company’s management and others may attend Committee meetings as the Committee considers necessary or desirable. The Company’s independent auditors are entitled to attend and be heard at each Committee meeting. The Committee shall meet without management present at each Committee meeting. All independent directors may attend Committee meetings, provided that directors who are not members of the Committee shall not be entitled to vote, nor shall their attendance be counted as part of the quorum of the Committee.

The Chair, any member of the Committee, the Company’s independent auditors or the Chair of the Board may call a meeting by notifying the members of the Committee. Ordinarily, meetings of the Committee should be convened with no less than seven (7) days’ notice having been given. The requirement for notice can be waived subject to the consent of each member of the Committee.

The Committee shall report its actions to the members of the Board. The Committee shall keep written minutes of its meetings which shall be recorded and filed with the books and records of the Company. Minutes of each

meeting will be made available to the members of the Board and the Company's independent auditors. The Committee shall report its decisions and recommendations to the Board promptly after each Committee meeting.

### **C. RESPONSIBILITIES AND DUTIES**

To fulfill its responsibilities and duties the Committee shall:

1. periodically review and assess the adequacy of this Mandate, and recommend any proposed changes to the Board for approval;
2. recommend to the Board, for approval by the shareholders, the appointment of the independent auditors of the Company;
3. require the independent auditors of the Company to report to it directly;
4. review and recommend to the Board for approval, the terms of any annual audit engagement of the independent auditors, including the appropriateness of the proposed audit fees with respect to the engagement of the independent auditors for any audit related services;
5. oversee the resolution of any disagreements between management and the independent auditors;
6. periodically perform a review of the performance of the independent auditors to provide further insight on the audit firm, its independence and application of professional standards;
7. pre-approve any non-audit services to be provided by the firm of the independent auditors to the Company in accordance with NI 52-110;
8. review the Company's financial statements, management discussion and analysis, and interim profit or loss press releases, along with any other disclosure by the Company of financial information extracted or derived from the Company's financial statements, in each case prior to the public disclosure of such documents or information, and ensure adequate procedures are in place for such pre-filing review;
9. periodically review the status and findings of the independent auditors' audit plan and the adequacy of internal controls established by management and, where appropriate, make recommendations or reports thereon to the Board;
10. understand the scope, principal risks and integrity of internal and independent auditors' review of internal control over financial reporting, and obtain reports on significant findings and recommendations, together with management's responses;
11. review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the Company's present and former independent auditors;
12. monitor and periodically review the Company's procedures for:
  - the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls or auditing matters; and
  - the confidential, anonymous submission by directors, officers and employees of the Company of concerns regarding questionable accounting or auditing matters.

### **D. ACCESS TO MANAGEMENT AND INDEPENDENT ADVICE**

The Committee shall have unrestricted access to the Company's management and employees and to the books and records of the Company and from time to time may hold unscheduled or regularly scheduled meetings or portions of meetings in executive session or otherwise with the Company's independent auditors, the Chief Financial Officer or the Chief Executive Officer.

**While the Committee has the responsibilities and powers set forth in this Mandate, it is not the duty of the Committee to plan or conduct audits, to establish the Company's accounting and financial reporting systems, or to determine that the Company's financial statements are complete and accurate and are in accordance with generally accepted accounting principles.**

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