

**INTOUCH INSIGHT LTD.  
400 March Road, Ottawa Ontario K2K 3H4**

**NOTICE OF THE ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS**

**NOTICE IS HEREBY GIVEN** that the annual and special meeting of the shareholders (the “**Meeting**”) of Intouch Insight Ltd. (the “**Company**”) will be held at the Company’s offices, 400 March Road, Ottawa, Ontario K2K 3H4 on Thursday, the 16<sup>th</sup> day of June 2022, at 11:00 a.m. (Eastern Time).

The Meeting will be conducted for the following purposes:

1. to receive the audited consolidated financial statements of the Company for the year ended December 31, 2021 together with the report of the auditors thereon;
2. to elect directors;
3. to appoint BDO Canada LLP as auditors of the Company and to authorize the directors to fix the remuneration of the auditor;
4. to consider and, if deemed advisable, to pass with or without amendment, a resolution to approve the amendments to the Intouch Insight Ltd. Amended Stock Option Plan (the “**Amended Plan**”) including an increase to the number of common shares available under the Amended Plan from 2,954,939 common shares to 3,769,118 common shares, representing approximately 15% of the issued and outstanding common shares of the Company as of May 6, 2022, as more fully described in the accompany management proxy circular (“**Option Plan Resolution**”); and
5. to transact such other business as may properly come before the Meeting or any adjournment or adjournments thereof.

Accompanying this Notice is the Management Proxy Circular containing details of the matters to be dealt with at the Meeting and a form of proxy. The Company is mailing, separately, the management’s discussion and analysis of financial condition and results of operations and audited consolidated financial statements for the fiscal year ended December 31, 2021 only to those shareholders who requested such a mailing.

**In light of ongoing concerns related to the spread of COVID-19 and to mitigate risks to the health and safety of our communities, shareholders and other stakeholders, the Company strongly encourages shareholders and other participants not to attend the Meeting in person.**

Regardless of whether or not you are able to attend the Meeting, shareholders are requested to complete, date, sign and return the enclosed form of proxy in accordance with its instructions (non-registered shareholders (beneficial holders) must deliver their completed proxies in accordance with the instructions given by their financial institution or other intermediary that forwarded the form of proxy to them) so that as large a representation as possible may be had at the Meeting.

The Company reserves the right to take any further precautionary measures deemed to be appropriate, necessary or advisable in relation to the Meeting in response to further developments in the COVID-19 outbreak, including: (i) changing the Meeting date and/or changing the means of holding the Meeting; and (ii) such other measures as may be recommended by public health authorities. Should any such changes to the Meeting format occur, the Company will announce any and all of these changes by way of news release, which will be filed under the Company’s profile on SEDAR. In the event of any changes to the Meeting format due to the COVID-19 outbreak, the Company will not prepare or mail an amended Management Proxy Circular, Notice of Meeting or related proxy.

**Shareholders who are not attending the Meeting in person are requested to complete and sign the accompanying form of proxy and return it by mail in the enclosed return envelope or by Internet. To be effective, proxies must be received by the Company’s transfer agent, Computershare Investor Services Inc., 100 University Avenue, 9th Floor, Toronto, Ontario M5J 2Y1 Attention: Proxy Department, or Internet (www.investorvote.com) or by telephone at 1-866-732-8683 prior to 11:00 a.m. (Eastern Time) on Tuesday,**

**June 14, 2022 or if the Meeting is adjourned, by no later than 48 hours (excluding Saturdays, Sundays and holidays) prior to when any adjournment thereof is to be held, or may be deposited with the Chair of the Meeting at any time prior to the commencement of the Meeting or any adjournment thereof.**

In order to be represented by proxy at the Meeting you must complete and submit the enclosed Form of Proxy or other appropriate form of proxy.

DATED at Ottawa, Ontario the 6<sup>th</sup> day of May 2022.

BY ORDER OF THE BOARD OF DIRECTORS OF THE COMPANY.

A handwritten signature in black ink, appearing to read "Michael Gaffney", written over a horizontal line.

Michael Gaffney  
Chairman and Director,  
Intouch Insight Ltd.

## INTOUCH INSIGHT LTD.

### MANAGEMENT PROXY CIRCULAR

#### SOLICITATION OF PROXIES

This management proxy circular (the “Circular”) is furnished in connection with the solicitation by the management of Intouch Insight Ltd. (the “Company”) of proxies for use at the annual and special meeting of shareholders of the Company (the “Meeting”) to be held on the Thursday, June 16, 2022 at their corporate offices located at 400 March Road, Ottawa, Ontario, K2K 3H4 commencing at 11:00 a.m.(EDT), and at any adjournment thereof, for the purposes set forth in the notice of meeting (the “Notice”). The solicitation will be primarily by mail, but proxies may also be solicited personally or by telephone by directors, officers, employees or representatives of the Company. All costs of solicitation will be borne by the Company. The information contained herein is given as at May 6, 2022, unless otherwise indicated.

**In light of ongoing concerns related to the spread of COVID-19 and to mitigate risks to the health and safety of our communities, shareholders and other stakeholders, the Company strongly encourages shareholders and other participants not to attend the Meeting in person.**

All dollar amounts in this Circular are in Canadian dollars, except where otherwise indicated. References to “\$” are to Canadian dollars and references to “US\$” are to United States dollars. On May 5, 2022, the exchange rate of Canadian currency in exchange for United States currency, as reported by the Bank of Canada, was USD\$1.00 = CAD\$ 1.2822.

#### APPOINTMENT OF PROXIES

The persons named in the enclosed form of proxy are officers of the Company. *Each shareholder has the right to appoint a person other than the persons named in the enclosed form of proxy, who need not be a shareholder of the Company, to represent such shareholder at the Meeting or any adjournment thereof.* Such right may be exercised by inserting such person’s name in the blank space provided in the form of proxy and striking out the other names or by completing another proper form of proxy.

#### VOTING INSTRUCTIONS

##### Registered Shareholders

There are two methods by which registered shareholders (“Registered Shareholders”), whose names are shown on the books or records of the Company as owning common shares (“Common Shares”), can vote their Common Shares at the Meeting: in person at the Meeting or by proxy. Should a Registered Shareholder wish to vote in person at the Meeting, the form of proxy included with the Circular should not be completed or returned; rather, the Registered Shareholder should attend the Meeting where his or her vote will be taken and counted. Should the Registered Shareholder not wish to attend the meeting or not wish to vote in person, his or her vote may be voted by proxy through one of the methods described below and the shares represented by the proxy will be voted or withheld from voting, in accordance with the instructions as indicated in the form of proxy, on any ballot that may be called for, and if a choice was specified with respect to any matter to be acted upon, the shares will be voted accordingly.

A Registered Shareholder may vote by proxy by using one of the following methods: (i) the paper form of proxy to be returned by mail or delivery; (ii) by Internet; or (iii) by telephone. The methods of using each of these procedures are as follows:

*Voting by Mail.* A Registered Shareholder may vote by mail or delivery by completing, dating and signing the enclosed form of proxy and depositing it with Computershare Investor Services Inc. (the “Transfer Agent”) using the envelope provided or by mailing it to Computershare Investor Services Inc., Attention: Proxy Department, 100 University Avenue, 9th Floor, Toronto, Ontario M5J 2Y1 or to the Corporate Secretary of the Company at 400 March Road, Ottawa, Ontario, K2K 3H4 **for receipt no later than 11:00 a.m. (Eastern Time) on Tuesday, June 14, 2022**, or if the Meeting is adjourned, by no later than 48 hours (excluding Saturdays, Sundays and holidays) before any adjourned Meeting.

*Voting by Internet.* A Registered Shareholder may vote by Internet by accessing the following website: [www.investorvote.com](http://www.investorvote.com). When you log on to the site you will be required to input a control number as instructed on the logon page. Please see additional information enclosed with the Circular on the form of proxy. Registered Shareholders may vote by Internet **up to 11:00 a.m. (Eastern Time) on Tuesday, June 14, 2022**, or if the Meeting is adjourned, no later than 48 hours (excluding Saturdays, Sundays and holidays) before any adjourned Meeting.

*Voting by Telephone.* A Registered Shareholder may vote by telephone by calling the toll-free number 1-866-732-8683 from a touch tone phone. When you telephone you will be required to input a control number as instructed on the form of proxy. Please see additional information enclosed with the Circular on the form of proxy. Registered Shareholders may vote by telephone **up to 11:00 a.m. (Eastern Time) on Tuesday, June 14, 2022**, or if the Meeting is adjourned, no later than 48 hours (excluding Saturdays, Sundays and holidays) before any adjourned Meeting.

Voting by mail or the Internet is the only method by which a Registered Shareholder may choose an appointee other than the Management appointees named on the proxy and must be completed by the Registered Shareholder or by an attorney authorized in writing or, if the Registered Shareholder is a corporation or other legal entity, by an authorized officer or attorney.

### **Non-Registered Shareholders (Beneficial Owners)**

In the Circular and the enclosed form of proxy and Notice, all references to shareholders are to Registered Shareholders of Common Shares. Only Registered Shareholders of Common Shares, or the person they appoint as their proxy, are permitted to vote at the Meeting. However, in many cases, Common Shares beneficially owned by a holder (a “**Non-Registered Shareholder**” or “**Beneficial Owner**”) are registered either:

- (a) in the name of an intermediary (an “**Intermediary**”) that the Non-Registered Shareholder deals with in respect of the shares, such as, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans; or
- (b) in the name of a clearing agency such as CDS & Co. (the registration name for CDS Clearing and Depository Services Inc.) of which the Intermediary is a participant.

Common Shares held by your broker or its nominee can only be voted upon your instructions. Without specific instructions, your broker, its agent or its nominee is prohibited from voting your Common Shares. **Therefore, beneficial shareholders should ensure that instructions respecting the voting of their Common Shares are communicated to the appropriate person.**

There are two kinds of Beneficial Owners, those who object to their name being made known to the Company, referred to as objecting beneficial owners (“**OBOs**”), and those who do not object to the Company knowing who they are, referred to as non-objecting beneficial owners (“**NOBOs**”). In accordance with the requirements of National Instrument 54-101—*Communication with Beneficial Owners of Securities of a Reporting Issuer*, the Company has opted this year to distribute copies of the Notice, Circular, the enclosed form of proxy (collectively, the “Meeting Materials”) to all NOBOs directly through the Transfer Agent. Whereas, the Meeting Materials will continue to be distributed to OBOs through clearing agencies and Intermediaries, who often use a service company (such as Broadridge Financial Solutions, Inc. (“Broadridge”)) to forward meeting materials to Non-Registered Shareholders. The Company is mailing, separately, the management’s discussion and analysis of financial condition and results of operations and audited consolidated financial statements for the fiscal year ended December 31, 2021 only to those shareholders who requested such a mailing.

The Meeting Materials are being sent to both Registered and Non-Registered Shareholders of the securities. If you are a Non-Registered Shareholder, and the Company or its agent has sent these Meeting Materials directly to you, your name and address and information about your holdings of Common Shares, have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding on your behalf.

By choosing to send the Meeting Materials to NOBOs directly, the Company (and not the Intermediary holding on your behalf) has assumed responsibility for (i) delivering these Meeting Materials to you, and (ii) executing your proper voting instructions. Please return your voting instructions as specified in the request for voting instructions.

### ***Objecting Beneficial Owners***

Intermediaries are required to forward Meeting Materials to OBOs unless an OBO has waived the right to receive them. Generally, OBOs who have not waived the right to receive Meeting Materials will usually receive a voting instruction form (“VIF”) from Broadridge in lieu of the form of proxy from the Company. The VIF will name the same person as the proxy to represent the shareholder at the Meeting. A shareholder has the right to appoint a person (who need not be a shareholder of the Company) other than persons designated in the VIF, to represent the shareholder at the Meeting. To exercise this right, the shareholder should insert the name of the desired representative in the blank space provided in the VIF. You are asked to complete and return the VIF to Broadridge by mail or facsimile. Alternatively, you can call Broadridge’s toll free telephone number or access Broadridge’s Internet website to vote your Common Shares. Broadridge tabulates the results of all instructions received and provides appropriate instructions respecting the voting Common Shares to be represented at the Meeting. **If you receive a VIF from Broadridge, it cannot be used as a proxy to vote Common Shares directly at the Meeting as the VIF must be returned to Broadridge well in advance of the Meeting in order to have the Common Shares voted or to appoint an alternative representative to attend at the Meeting in person to vote such Common Shares.**

### ***Non-Objecting Beneficial Owners***

NOBOs can expect to receive the Meeting Materials with a VIF from the Transfer Agent. These VIFs are to be completed and returned to the Transfer Agent by mail or by following the instructions contained on the VIF for telephone or Internet voting. The Transfer Agent will tabulate the results of the VIFs received from NOBOs and will provide appropriate instructions at the Meeting with respect to the shares represented by the VIFs received. **If you receive a VIF from the Transfer Agent, it cannot be used as a proxy to vote Common Shares directly at the Meeting as the VIF must be returned to Transfer Agent well in advance of the Meeting in order to have the Common Shares voted or to appoint an alternative representative to attend at the Meeting in person to vote such Common Shares.**

The purpose of these procedures is to permit Non-Registered Shareholders to direct the voting of the shares they beneficially own. Should a Non-Registered Shareholder who receives either a proxy or a VIF wish to attend and vote at the Meeting in person (or have another person attend and vote on behalf of the Non-Registered Shareholder), the Non-Registered Shareholder should strike out the names of the persons named in the proxy and insert the Non-Registered Shareholder’s (or such other person’s) name in the blank space provided or, in the case of a VIF, follow the corresponding instructions on the form.

**In any event, Non-Registered Shareholders should carefully follow the instructions of their Intermediaries and Broadridge or other service company, or the Transfer Agent, as the case may be.**

### **REVOCATION OF PROXIES**

A shareholder who has given a proxy has the power to revoke it as to any matter on which a vote shall not already have been cast pursuant to the authority conferred by such proxy and may do so (i) by delivering another properly executed proxy bearing a later date and depositing it as aforesaid, including within the prescribed time limits noted above; (ii) by depositing an instrument in writing revoking the proxy executed by the shareholder or by the shareholder’s attorney authorized in writing (A) at the head office of the Company with the Corporate Secretary at 400 March Road, Ottawa, Ontario, K2K 3H4 at any time up to and including the last business day preceding the day of the Meeting, or any adjournment thereof, at which the proxy is to be used, or (B) with the Chair of the Meeting, prior to its commencement, on the day of the Meeting, or at any adjournment thereof; (iii) by attending the Meeting in person and so requesting; or (4) in any other manner permitted by law.

A Non-Registered Shareholder may revoke a VIF or a waiver of the right to receive Meeting Materials and to vote given to an Intermediary at any time by written notice to the Intermediary, except that an Intermediary is not required to act on a revocation of a VIF or a waiver of the right to receive Meeting Materials and to vote that is not received by the Intermediary at least seven days prior to the Meeting.

### **VOTING AND DISCRETION OF PROXIES**

On any ballot that may be called for, the shares represented by proxies in favor of the persons named by management of the Company will be voted for or against, or voted for or withheld from voting on, the matters identified in the

proxy, in each case in accordance with the instructions of the shareholder. **In the absence of any instructions on the proxy, it is the intention of the persons named by management in the accompanying form of proxy to vote FOR the election of management’s nominees as directors; FOR the appointment of BDO Canada LLP as auditor and the authorization of the directors to fix the remuneration of the auditor; FOR the Option Plan Resolution; and in accordance with management’s recommendations with respect to amendments or variations of the matters set out in the Notice or any other matters which may properly come before the Meeting.**

The accompanying form of proxy confers discretionary authority upon the persons named therein with respect to amendments or variations of the matters identified in the Notice or any other matters that may properly come before the Meeting. As at the date of this Circular, management of the Company knows of no such amendments, variations or other matters that may properly come before the Meeting other than the matters referred to in the Notice.

## VOTING SHARES AND PRINCIPAL SHAREHOLDERS

The authorized capital of the Company consists of an unlimited number of common shares and an unlimited number of preferred shares. As of May 6, 2022, the Company had 25,127,453 Common Shares outstanding, each carrying the right to one vote per share at any meeting of the shareholders which may be given in person or by proxy, and no preferred shares outstanding.

A holder of record of Common Shares as at the close of business on May 5, 2022 (the “**Record Date**”) is entitled to one vote for each Common Share held by him or her. In accordance with the *Canada Business Corporations Act*, the Company will prepare a list of holders of Common Shares on the Record Date. Each holder of Common Shares named in the list at the close of business on the Record Date will be entitled to vote the Common Shares shown opposite his or her name on the list at the Meeting.

To the knowledge of the directors and executive officers of the Company, no persons, firms or corporations beneficially own, directly or indirectly, or exercise control or direction over voting securities of the Company carrying more than 10% of the voting rights attaching to any class of voting securities of the Company other than:

<u>Name of Holder</u>	<u>Number of Common Shares of the Company</u>	<u>Percentage of Issued and Outstanding Common Shares of the Company</u>
Eric Beutel <sup>(1)</sup>	2,946,714	11.7%

Notes:

(1) These shares are held, directly and indirectly, by Mr. Beutel and his holding company, Debric Holdings Inc. Mr. Beutel is also a director of the Company.

## DESCRIPTION OF SHARE CAPITAL

### Common Shares

The Company is authorized to issue an unlimited number of Common Shares. The holders of the Company’s Common Shares are entitled to dividends as and when declared by the board of directors (the “**Board**”), to one vote per share at meetings of shareholders of the Company and, upon liquidation, to receive such assets of the Company as are distributable to the holders of the Common Shares.

### Preferred Shares

The Company is also authorized to issue an unlimited number of Preferred Shares, issuable in series. Upon liquidation or dissolution of the Company, before any distribution is made to the holders of Common Shares, holders of Preferred Shares will be entitled to receive any amounts fixed in accordance with the terms of the Preferred Shares together with all accrued and unpaid cumulative dividends thereon (if any) and all declared and unpaid cumulative dividends thereon (if any).

## FINANCIAL STATEMENTS

The audited financial statements of the Company for the financial year ended December 31, 2021 (the “**Financial Statements**”) and the auditor’s report on the Financial Statements and the Corporation’s management’s discussion and analysis for the financial year ended December 31, 2021, accompany the Notice of Meeting, where shareholders have requested the copies, and are also available on SEDAR at www.sedar.com.

## INFORMATION DISCLOSURE

The Company is providing disclosure in this Circular in accordance with the requirements of the *Securities Act* (Ontario) and the *Canada Business Corporations Act*. The Company has available to it with respect to the most recently completed fiscal year certain disclosure exemptions by virtue of the fact that the Company is a “venture issuer”.

## PARTICULARS OF MATTERS TO BE ACTED UPON

### Election of Directors

The Articles of the Company provide for a Board consisting of a minimum of three and a maximum of 11 directors. It is within the authority of the Board to determine from time to time by resolution the number of directors of the Company within the range. The Board has currently fixed the number of directors to be elected at five. All the director nominees indicated below are currently members of the Board and have been since the dates indicated.

**PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED FOR THE ELECTION OF THE NOMINEES WHOSE NAMES ARE INDICATED BELOW UNLESS A SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT THE SHARES ARE TO BE WITHHELD.**

The Company’s By-Law No. 2 Advance Notice By-law contains an advance notice provision (the “**Notice Provision**”) for nominations of directors by shareholders in certain circumstances. As of the date hereof, the Corporation has not received notice of any director nominations in connection with this year’s Meeting within the time period prescribed by the Notice Provision.

In the following table and notes is stated the name and present principal occupation or employment of each person proposed to be nominated by management for election as a director, all major positions and offices (if any) within the Company now held by him, the period or periods of service as a director of the Company, and the number of shares of the Company beneficially owned by him whether directly or indirectly or over which control or direction is exercised by him as of the date hereof:

Name and Province and Country of Residence	Position or Office within Company and Principal Occupation Within the Past Five Years	Period(s) of service as Director	Number of Common Shares <sup>(1)</sup> as of May 6, 2022
Michael J. Gaffney <sup>(2)</sup> <sup>(3)</sup> Nova Scotia, Canada	Director and Chair of the Company since August 2013; Chair and CEO of Leonovus Inc. since November 2016.	Since August 16, 2004	1,586,761
Rainer Paduch <sup>(2)</sup> <sup>(3)</sup> Ontario, Canada	Director of the Company; CEO Purcolo since January 2018; Principal, Eigentum Enterprises Inc. a consulting firm since 2001.	Since August 16, 2004	456,448
Eric Beutel <sup>(2)</sup> <sup>(3)</sup> Ontario, Canada	Director of the Company; Vice President, Oakwest Corporation Limited since 2003.	Since August 15, 2013	2,946,714
Cameron Watt Ontario, Canada	Director of the Company; President and CEO of the Company since November 21, 2013.	Since June 21, 2016	2,342,935
W. David Oliver <sup>(2)</sup> <sup>(3)</sup> Ontario, Canada	Director of the Company; Principal, Strategic Hospitality Services Inc. a consulting firm since August 2015.	Since August 29, 2017	50,233

Notes:

- (1) The information as to shares beneficially owned or over which the above-mentioned director nominees exercise control or direction not being within the knowledge of the Company has been furnished by the respective nominees.
- (2) Member of the Audit Committee.
- (3) Member of the Compensation Committee.

Management of the Company does not anticipate that any of the nominees for election as directors will be unable to serve as a director, but if that should occur for any reason prior to the Meeting, the persons named in the accompanying form of proxy reserve the right to vote for another nominee in their discretion. Each director elected will hold office until the next annual meeting of shareholders of the Company or until his successor is elected or appointed.

### ***Biographical Information of Directors***

#### *Cameron Watt, President and Chief Executive Officer of the Company*

Mr. Cameron Watt, B.Comm., M.B.A., is the President and CEO of the Company. Mr. Watt started with the Company in 2011 in business development and then as General Manager before taking over as President and CEO in the fall of 2013. Mr. Watt brings over 30 years of leadership experience in small to large businesses. Prior to joining the Company, Mr. Watt held various positions at PepsiCo, Mars, Unilever and YUM Brands. He has also held positions in smaller privately held companies in the insurance, real estate, foodservice and convenience industries. He has personally owned both a restaurant and a convenience store. Through his broad past experience Mr. Watt brings leadership experience and a unique knowledge of the needs of the customer base that the Company serves. Mr. Watt holds a Bachelor of Commerce degree from the University of Alberta as well as Masters of Business Administration degree from Richard Ivey School of Business.

#### *Eric Beutel, Director and Chair of the Audit Committee of the Corporation*

Mr. Eric Beutel, B.A., M.B.A., has been the Vice President of Oakwest Corporation Limited since 2003 where he also serves as a director. Mr. Beutel has been in the investment industry for over thirty years. Mr. Beutel is a director of Char Technologies Ltd and Toronto Cleantech Capital Inc. Mr. Beutel was a director of the Equitable Group for over 20 years, he retired from the board in May of 2021. He has also been a director and member of the audit committees of other private and publicly traded companies. Mr. Beutel holds a Bachelor of Arts Degree from York University and a Master of Business Administration from University of Ottawa.

#### *Rainer Paduch, Director of the Corporation*

Mr. Rainer Paduch, B.Eng., M.Eng., has 40 years' experience holding senior-level positions including President and Chief Technology Officer for iSTAR Internet Inc., a company he founded, the position of Chief Executive Officer for Granite Networks and the position of Senior Vice President for HRSG. Mr. Paduch is currently CEO and Co-Founder of Purecolo in addition to consulting and supporting other high technology companies. Mr. Paduch has been a director on both privately held and publicly traded companies. Mr. Paduch holds an Honors Bachelor of Engineering and a Masters of Engineering from McGill University in Montreal.

#### *W. David Oliver, Director of the Corporation*

Mr. W. David Oliver, B. Sc., Hotel and Casino mgmt. has been involved in financing, construction, operations and development within the hospitality industry for over 35 years. After completing his education at University Nevada, Las Vegas, he undertook executive positions with global hotel and airline companies. Mr. Oliver is currently President, Global Strategic Hospitality Services which provides consulting to the hospitality industry. Mr. Oliver has been a director of various publicly traded companies on both the TSX and the TSXV including as chair of the governance, audit and human resource committees. He is committed to quality management and communication with board independence focused upon risk management, strategy and vision.

#### *Michael Gaffney, Chair of the Board of Directors and Compensation Committee of the Corporation*

Mr. Michael Gaffney, B.Sc., M.B.A., was formerly Vice President at Newbridge Networks; founder and CEO of Learnsoft Corporation, which created Lansbridge University, the first fully accredited Internet-based University; co-founder and CEO of Bluefyre One, which became Soltoro Inc.; co-founder and CEO of ENQ Semiconductor Inc.

which later became Kleer Semiconductor. Currently, Mr. Gaffney is a director (Chair) and CEO of Leonovus Inc. a public company trading on the TSXV. Mr. Gaffney is also on the compensation committee for Leonovus Inc.

### ***Corporate Cease Trade Orders or Bankruptcies***

No director or officer is, or within ten years before the date of this Circular, has been, a director or officer of any other issuer that, while that person was acting in that capacity, was the subject of a cease trade or similar order, or an order that denied such issuer access to any statutory exemptions for a period of more than 30 consecutive days or 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.

### ***Penalties or Sanctions***

None of the directors or officers of the Company has been subject to any 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 been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in making an investment decision.

### ***Personal Bankruptcies***

No director or officer 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 has been subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold such person's assets.

### **Appointment of Auditors**

At the Meeting, it is proposed to appoint BDO Canada LLP, Chartered Professional Accountants, as auditors of the Company to hold office until the next annual meeting of shareholders with their remuneration to be fixed by the Board.

MNP LLP have been the auditors of the Company since December 2014. MNP LLP were the auditors of the Corporation from December 2014 until May 5, 2022.

Upon the resignation of MNP LLP on May 5, 2022, BDO Canada LLP was appointed the Company's auditors, as more fully described below. On May 6, 2022, the Company filed a Change of Auditor Notice (the "Notice") in accordance with National Instrument 51-102 ("NI 51-102"), the Notice confirms that there have been no reservations or modified opinions contained in the audit reports for the two most recently completed fiscal years. There are no reportable events (as defined in NI 51-102) between the Company and MNP LLP, and there have been no qualified opinions or denial of opinions of MNP LLP. BDO Canada LLP and MNP LLP each filed a letter with the securities regulatory authorities in each province of Canada where the Company is a reporting issuer confirming their agreement with the information set out in the Notice.

A copy of the reporting package containing the Notice and the letters referred to above are included as Schedule D to this Circular.

**PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED FOR THE APPOINTMENT OF THE FIRM BDO CANADA LLP, AS AUDITORS OF THE CORPORATION, AT A REMUNERATION TO BE FIXED BY THE DIRECTORS, TO HOLD OFFICE UNTIL THE NEXT ANNUAL MEETING OF SHAREHOLDERS FOLLOWING THE COMPLETION OF THE 2022 FISCAL YEAR UNLESS A SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT THE SHARES ARE TO BE WITHHELD.**

## Approval of the Option Plan Resolution

The Company adopted the Intouch Insight Ltd. Amended Stock Option Plan (the “**Original Plan**”) dated January 26, 2002 and as amended on June 21, 2016, March 1, 2018 and June 19, 2020, under which options to purchase Common Shares may be granted by the Board or the Compensation Committee, as applicable from time to time, to directors, officers, employees and consultants of the Company. At this Meeting, it is proposed that the Original Plan be further amended as set out in the Intouch Insight Ltd. Amended Stock Option Plan (the “**Amended Plan**”) attached as Schedule B to this Circular.

The summary description of the Amended Plan below is qualified in its entirety by the full text of the Amended Plan set out in Schedule B to this Circular and should be read in conjunction with the full text of the Amended Plan. The full text of the resolution approving the increase to the Option Plan Resolution is attached as Schedule A.

Currently, the Original Plan provides for a maximum of 2,954,939 Common Shares. The shareholders pursuant to the Option Plan Resolutions are being asked to approve an increase in the number of shares under the Amended Plan of 814,179 Common Shares to a maximum of 3,769,118 Common Shares representing approximately 15% of the issued and outstanding Common Shares of the Company as of May 6, 2022.

The Company experiences substantial challenges in attracting and retaining key individuals in today’s competitive market. One of the purposes of the Amended Plan is to provide an incentive to eligible directors, officers, employees and consultants of the Company in the Company’s growth and development by granting to such eligible persons from time to time. Accordingly, management strongly believes that the aggregate number of shares which may be issued pursuant to the Amended Plan is appropriate, is consistent with industry norms, and will give the Company much needed enhanced flexibility to use stock options to complement its efforts to retain and incent key employees and consultants on attractive terms which will assist in creating shareholder value.

New amendments modify and update certain provisions of the Amended Plan to correspond with revised provisions of the TSX Venture Exchange Manual (the “TSXV Manual”). The Amended Plan has been amended to provide for Incentive Stock Options (ISOs) (as defined in the Amended Plan) to US Optionees (as defined in the Amended Plan) and other housekeeping amendments related to US Optionees.

Options granted under the Amended Plan are not assignable or transferable except in limited circumstances as permitted under the TSXV Manual and as set out in the Amended Plan. Options granted under the Amended Plan shall be granted at not lower than the fair market value, less permissible discounts, based on the closing price of the Common Shares on the TSXV on the date prior to the date of grant. Under the terms of the Amended Plan, the options generally vest proportionately over a three-year period and expire five years from the date of the grant subject to certain extensions permitted due to blackout periods. Subject to certain limitations including in respect of persons engaged in investor relations activities, the Board has the right to modify vesting periods and expiry dates at the time of option grant provided no options are granted for a period longer than five years.

Subject to certain extensions due to blackout periods, options terminate on the expiry date of the option, or on the 60<sup>th</sup> calendar day after the date of termination, other than in circumstances for cause. In the event of termination by reason of death, disability and retirement (as defined in the Amended Plan), the Optionee or personal legal representative, as applicable, has 180 calendar days after the termination in which to exercise the Options.

Except for a participant engaged in investor relations activities, a new provision of the Amended Plan provides for a net exercise of options, whereby the Optionee does not make a cash payment for the participant’s options, except for all mandatory tax withholdings, but instead receives only the number of underlying Common Shares that is equal to:

$$\frac{(\text{Number of Options being Exercised}) \times (\text{VWAP of the Common Shares minus the Option Price of the Options})}{\text{VWAP of the underlying Common Shares}}$$

The Amended Plan also contemplates a cashless exercise of options whereby a brokerage firm sells a sufficient number of Common Shares to cover the option price of the options in order to repay a loan made to the participant and the brokerage firm receives an equivalent number of Common Shares from the exercise of the options and participant then receives the balance of Common Shares or the cash proceeds from the balance of such Common Shares; provided, however, the cashless exercise mechanism will only come into effect if the Board determines to permit a cashless

exercise and sets up the required arrangements with a brokerage firm. Currently, the Company does not have such arrangements in place.

No individual may hold options to purchase Common Shares exceeding 5% of the then outstanding Common Shares. The maximum number of options granted to any one consultant in a 12 month period shall not exceed 2% of the then outstanding Common Shares. The maximum number of options granted to participants providing investor relations services shall not exceed 2% of the then outstanding Common Shares in any 12 month period. The maximum number of options granted to the Corporation's insiders (as a group) under the Amended Plan shall not exceed 10% of the outstanding Common Shares in a 12 month period, unless disinterested shareholder approval is obtained.

During the fiscal year ended December 31, 2021 there were options for 510,000 Common Shares awarded under the Option Plan. Options for 343,333 Common Shares were exercised, options for 138,334 Common Shares were forfeited and 15,000 options expired in the year ended December 31, 2020. In 2020, 370,000 options for Common Shares were awarded, 140,000 were exercised, 220,000 were forfeited and 285,000 expired. As of December 31, 2021, a total of options for 1,993,333 Common Shares were outstanding at exercise prices between \$0.305 and \$0.79 per share. As of May 6, 2022, no options to purchase Common Shares were issued while 20,000 were exercised, 13,333 were forfeited and none had expired. As of May 6, 2022, there were total options for 1,960,000 Common Shares outstanding at exercise prices between \$0.305 and \$0.79 per share.

The full text of the Option Plan Resolution approving the amendments to the Intouch Insight Ltd. Amended Stock Option Plan including an increase in the number of Common Shares under the Amended Plan from 2,954,939 shares to 3,769,118 shares, is attached as Schedule A, and a copy of the full Amended Plan is attached as Schedule B.

In order to be approved, the Option Plan Resolution must be approved by a majority of votes cast at the Meeting, in person or by proxy, excluding 8,616,890 common shares held by certain insiders of the Company and their affiliates and must receive regulatory approval. Management strongly recommends that shareholders vote FOR the Option Plan Resolution.

**PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED FOR THE APPROVAL OF THE OPTION PLAN RESOLUTION UNLESS A SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS OR HER SHARES ARE TO BE VOTED AGAINST THE OPTION PLAN RESOLUTION.**

## **EXECUTIVE COMPENSATION**

### **Compensation of Executive Officers**

The following table contains information about the compensation paid to, or earned by, the Company's CEO, CFO and individuals who earned over \$150,000 in salary and bonus during the year ended December 31, 2021 (collectively, the named executive officers ("NEOs")) during the three most recently completed financial years:

**Summary Compensation Table**

Name and principal position	Year	Salary (\$)	Share-based awards <sup>(1,2)</sup> (\$)	Option-based awards <sup>(1)</sup> (\$)	Non-equity incentive plan compensation (\$)		Pension value (\$)	All other compensation (\$)	Total compensation (\$)
					Annual incentive plans	Long-term incentive plans			
Cameron Watt, CEO and President <sup>(3)</sup>	2021	\$230,000	Nil	\$15,542	\$76,875	Nil	Nil	Nil	\$322,417
	2020	\$164,063	\$59,046	\$14,156	\$78,117	Nil	Nil	Nil	\$315,382
	2019	\$215,000	Nil	\$11,882	\$168,655	Nil	Nil	Nil	\$395,537
Cathy Smith, CFO <sup>(4)</sup>	2021	\$184,000	Nil	\$11,657	\$38,438	Nil	Nil	Nil	\$234,095
	2020	\$160,500	\$18,895	Nil	\$39,059	Nil	Nil	Nil	\$218,454
	2019	\$152,077	Nil	\$16,026	\$71,585	Nil	Nil	Nil	\$239,688
Paul Brohman, CTO <sup>(5)</sup>	2021	\$186,200	Nil	\$6,476	Nil	Nil	Nil	Nil	\$192,676
	2020	\$160,500	\$18,895	Nil	\$10,000	Nil	Nil	Nil	\$189,395
	2019	\$160,000	Nil	\$9,455	Nil	Nil	Nil	Nil	\$169,455
Andrée-Anne Chailier, VP Operations <sup>(6)</sup>	2021	\$141,283	Nil	\$12,952	\$2,000	Nil	Nil	Nil	\$156,235
	2020	\$123,696	\$14,696	Nil	Nil	Nil	Nil	Nil	\$138,392
	2019	\$62,384	Nil	\$4,289	\$11,218	Nil	Nil	Nil	\$77,891
David Newby, VP Human Resources and Customer Experience <sup>(7)</sup>	2021	\$161,467	Nil	\$6,476	Nil	Nil	Nil	Nil	\$167,943
	2020	\$141,617	\$16,795	Nil	Nil	Nil	Nil	Nil	\$158,412
	2019	\$147,128	Nil	\$6,872	\$11,000	Nil	Nil	Nil	\$165,000

Notes:

- (1) The Company accounts for share-based compensation arrangements using the fair value method of accounting. When employees are rewarded using share-based payments, the fair value of employees' services is determined indirectly by reference to the fair value of the equity instruments granted. This fair value is measured at the grant date using the Black-Scholes model.
- (2) On October 5, 2020, the Company issued Restricted Stock Units ("RSUs") that vested on the first anniversary of the date of issuance of the RSUs (October 5, 2021). The share based reward was calculated using the underlying value of the common shares on the date of issuance.
- (3) Cameron Watt joined the Company on August 2, 2011 and was appointed Vice President, Business Development. On March 1, 2013 Mr. Watt was appointed Vice President and General Manager. On November 21, 2013, Mr. Watt was appointed President and Chief Executive Officer.
- (4) Cathy Smith joined the Company on February 19, 2019 as Chief Financial Officer.
- (5) Paul Brohman joined the Company on December 21, 2015 as Lead Developer. On June 30, 2017 Mr. Brohman and was appointed Director of Engineering, and on October 29, 2018 he was appointed Chief Technology Officer.
- (6) Andrée-Anne Chailier joined the Company on October 1, 2015 as General Manager, Montreal, with the acquisition of Statopex. On February 1, 2020 Ms. Chailier was appointed Vice President, Operations.
- (7) David Newby joined the Company on December 3, 2014 and was appointed Director of Customer Experience. On October 1, 2015 Mr. Newby was appointed Vice President, Human Resources and Customer Experience.

**COMPENSATION DISCUSSION AND ANALYSIS**

The following provides a background to and description of all significant elements of compensation paid to or earned by the Named Executive Officers for the most recently completed financial year.

Compensation provided to the Named Executive Officers is comprised of cash payments for regular recurring service, bonus payments based on revenue and net earnings before interest charges, income taxes, depreciation and amortization, and long-term incentives in the form of periodic stock option grants.

The Company's process for determining executive compensation is straightforward. The Company relies solely on the Company's Compensation Committee and Board discussions without any formal criteria. The Compensation Committee and Board's assess compensation paid to the Named Executive Officers based on their judgement of prevailing market rates for similar services. The Company subscribes to an on-line service, BenchMarket, which provides specialized compensation related guidance, advice and market intelligence data for similar businesses. The

objectives of the Named Executive Officers are closely aligned with the Board's objectives in respect of the Company's current and potential projects.

### **Employment Agreements**

Mr. Watt entered into an agreement with the Company in August of 2011 for his services as the Vice President of Business Development. On March 1, 2013, Mr. Watt was also appointed as General Manager. In November 2013, Mr. Watt was appointed as President and Chief Executive Officer. His employment agreement as amended by the Board of Directors, provides for a base salary of \$230,000 commencing as of January 1, 2021. Mr. Watt is further entitled to participate in any incentive share option or bonus plans as such plans are made available to all senior officers of the Company. Mr. Watt may terminate his employment by giving at least two months' written notice. The Company may terminate Mr. Watt's employment at any time without cause, in which event the Company is obligated to provide Mr. Watt with the greater of the minimum termination and severance requirements of the *Employment Standards Act* (Ontario) or one year's notice or pay in lieu.

Ms. Smith was appointed Chief Financial Officer of the Company as of February 19, 2019 and Secretary of the Corporation on July 1, 2020. Effective January 1, 2021 Ms. Smith's base salary increased to \$184,000. Ms. Smith is further entitled to participate in any incentive share option or bonus plans as such plans are made available to all senior officers of the Company. Ms. Smith may terminate her employment by giving at least two months' written notice. The Company may terminate Ms. Smith's employment at any time without cause in which event the Company is obligated to provide Ms. Smith with the greater of three months' salary, rising to six months' salary after three full years of service and increasing by one month for every full year of service thereafter to a maximum of twelve months' salary, or the minimum period prescribed by applicable legislation.

Mr. Brohman entered into an agreement with the Company in December of 2015 for his services as a Senior Software Engineer. In October of 2018 Mr. Brohman assumed the position of CTO. Effective February 1, 2020 Mr. Brohman's base salary increased to \$180,000. Effective February 1, 2021 Mr. Brohman's base salary increased to \$181,800. The Company may terminate Mr. Brohman's employment at any time without cause, in which event the Company is obligated to provide Mr. Brohman with the greater of one weeks' salary for each completed 12-month period to a maximum of eight weeks or the minimum period prescribed by applicable legislation.

Ms. Chailler joined the Company on October 1, 2015 in the role of General Manager, Montreal, with the acquisition of Statopex. Effective February 1, 2020 Ms. Chailler assumed the role of VP Operations and her base salary increased to \$140,000. Effective February 1, 2021, her base salary increased to \$141,400. The Company may terminate Ms. Chailler's employment at any time without cause, in which event the Company is obligated to provide Ms. Chailler with the greater of two months' salary or the minimum period prescribed by applicable legislation.

Mr. Newby entered into an agreement with the Company in December of 2014 for his services as the Director of Customer Experience. In October of 2015 Mr. Newby took the position of Vice President of Human Resources. Effective February 1, 2020 Mr. Newby's base salary increased to \$160,000. Effective February 1, 2021 Mr. Newby's base salary increased to \$161,600. The Company may terminate Mr. Newby's employment at any time without cause, in which event the Company is obligated to provide Mr. Newby with the minimum entitlements prescribed by applicable legislation.

### **Restricted Share Units (RSUs)**

The Company adopted the Intouch Insight Ltd. Restricted Share Unit Plan (the "**RSU Plan**") on May 13, 2020 which was approved by shareholders on June 19, 2020, under which restricted share units ("**RSUs**") are redeemable, at the option of the Company, for cash or Common Shares. RSUs may be granted by the Board to directors, officers, employees and consultants of the Company.

Under the RSU Plan, restricted share units ("**RSUs**") may be granted to directors and employees, including executive officers, of the Company as possible eligible participants. Individuals conducting Investor Relations activities, as described in the TSX Venture Exchange ("**TSXV**") Company Manual, are not permitted to receive RSUs under the RSU Plan. The Board or the Compensation Committee, as applicable from time to time, will determine which persons are entitled to participate in the RSU Plan and the number of RSUs to be awarded to each participant. The RSU Plan limits the participation of any specific eligible participant. No one participant may hold RSUs exercisable for shares exceeding 2% of the Company's issued and outstanding Common Shares in a 12-month period. No individual grant

to one participant on any Grant Date can exceed 1% of the Company’s issued and outstanding Common Shares. RSUs awarded to participants are credited to a notional account that is established on their behalf and maintained in accordance with the RSU Plan. Each RSU awarded conditionally entitles the participant to the delivery of one Common Share (or cash in lieu of such share at the Board or Compensation Committee’s discretion) upon attainment of the RSU vesting period. Grants of RSUs vest 100% on the first anniversary of the date of the grant.

The RSU Plan permits the Company to either redeem RSUs for cash or issue Common Shares from treasury to satisfy all or any portion of a vested RSU award. If redeemed for cash, RSUs will be redeemed for an amount equal to fair market value which means the closing price of the Common Shares on the TSXV on the business day immediately prior to the redemption date, or if the shares are not listed on the TSXV, then on such other stock exchange or quotation system as may be selected by the Board or the Compensation Committee, as applicable, 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. In the event of a change of control, as defined in the RSU Plan, the Board will determine any redemption, or acceleration thereof, of RSUs granted to participants. In the event of a termination, for any reason, of an employee, or a director who is not re-elected, the Company the RSUs will be cancelled, and no payment will be made. Rights respecting RSUs shall not be transferable or assignable other than by will.

The Board may from time to time amend or suspend the RSU Plan and may at any time terminate the RSU Plan. No such amendment, suspension or termination shall adversely affect the rights of any eligible person with respect to outstanding and unredeemed RSUs credited to that person without that RSU holder’s consent. Except as permitted by the TSXV Company Manual, amendments to the RSU Plan require disinterested shareholder approval. Amendments that do not require shareholder approval are “housekeeping” amendments such as amendments to the RSU Plan to comply with regulatory requirements and amendments related to the administration of the RSU Plan.

Notwithstanding any provision herein, the aggregate number of Common Shares which may be issuable upon the redemption of all RSUs under the RSU Plan is 1,126,090 Common Shares representing approximately 4.9% of the issued and outstanding shares of the Company. On October 5, 2020, there were RSUs for 1,126,088 Common Shares awarded under the RSU Plan. On October 4, 2021 the Company issued 612,309 Common Shares as settlement for the vesting of the RSUs. The remaining 424,207 RSUs outstanding were settled in cash for \$293,151. The number of Common Shares available for issuance upon the redemption of RSUs under the RSU Plan is currently two Common Shares. As of December 31, 2021 and May 6, 2022, there were no RSUs for Common Shares outstanding.

### Stock Options

See heading above “Approval of the Option Plan Resolution”.

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

The following table sets forth information concerning all option-based and share-based awards granted to each of the Named Executive Officers that were granted before, and remain outstanding as of the end of, the most recently completed financial year ended December 31, 2021.

Name	Option-based Awards				Share-based Awards		
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options <sup>(1)</sup> (\$)	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested <sup>(1)</sup> (\$)	Market or payout value of vested share based awards not paid out or distributed (\$)
Cameron Watt, President and CEO	115,000	\$0.38	June 12, 2022	\$37,950	Nil	Nil	Nil
	115,000	\$0.305	April 6, 2025	\$46,575			
	60,000	\$0.72	April 6, 2026	Nil			

Name	Option-based Awards				Share-based Awards		
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options <sup>(1)</sup> (\$)	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested <sup>(1)</sup> (\$)	Market or payout value of vested share based awards not paid out or distributed (\$)
Cathy Smith, CFO	65,000	\$ 0.38	June 12, 2022	\$21,450	Nil	Nil	Nil
	100,000	\$ 0.40	February 18, 2024	\$31,000			
	35,000	\$0.44	November 21, 2024	\$9,450			
	45,000	\$0.72	April 6, 2026	Nil			
Paul Brohman CTO	10,000	\$0.40	January 30, 2022	\$3,100	Nil	Nil	Nil
	50,000	\$0.38	June 12, 2022	\$16,500			
	20,000	\$0.47	September 30, 2022	\$4,800			
	50,000	\$0.61	February 28, 2023	\$5,000			
	50,000	\$0.42	October 31, 2023	\$14,500			
	50,000	\$0.44	November 21, 2024	\$13,500			
	25,000	\$0.72	April 6, 2026	Nil			
Andrée-Anne Chailler, VP Operations	50,000	\$0.44	November 21, 2024	13,500	Nil	Nil	Nil
	50,000	\$0.72	April 6, 2026	Nil			
David Newby, VP, Human Resources and Customer Experiences	25,000	\$0.38	June 12, 2022	\$ 8,250	Nil	Nil	Nil
	25,000	\$0.42	October 31, 2023	\$ 7,250			
	50,000	\$0.44	November 21, 2024	\$13,500			
	25,000	\$0.72	April 6, 2026	Nil			

(1) Based on the December 31, 2021 closing price of \$0.71 for the Company's Common Shares on the TSXV.

### Incentive Plan Awards – Value Vested or Earned During the Year Ended December 31, 2021

The following table sets forth information concerning the value vested or earned in respect of incentive plan awards during the financial year ended December 31, 2021, by each of the Named Executive Officers.

Name	Option-based awards – Value vested during the year <sup>(1)</sup> (\$)	Share-based awards – Value vested during the year (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
Cameron Watt, President and CEO	\$15,333	\$84,879	\$ 76,875
Cathy Smith, CFO	\$23,883	\$27,161	\$ 38,438
Paul Brohman, CTO	\$15,500	\$27,161	Nil
Andrée-Anne Chailler, VP Operations	\$4,167	\$21,126	\$2,000
David Newby, VP Human Resources and Customer Experiences	\$8,250	\$24,143	Nil

(1) Based on the difference between the exercise price of the stock options and the closing trading price on the TSXV as of the vesting date.

### Indebtedness of Directors, Executive Officers and Others

At no time since the beginning of the Company's last financial year was any director, executive officer, or any of their respective associates indebted to the Company or any of its subsidiaries, nor was the indebtedness of any such person to another entity the subject of any guarantee, support agreement, letter of credit or similar arrangement provided by the Company or any of its subsidiaries.

### Directors' and officers' liability insurance

Directors' and officers' liability insurance has been obtained for the directors and officers of the Company. The insurance is in effect for a one-year period, which began September 1, 2021 and the Company pays an annual premium of \$29,530. No portion of the premium is directly paid by any of the directors or officers of the Company. The aggregate insurance coverage obtained under the policy is limited to \$5,000,000 per policy year. Under the policy, the Company must absorb the first \$15,000 of each loss.

### Compensation of Directors

Non-management directors receive an annual fee of \$25,000 each and Mr. Gaffney as Chair of the Company receives an annual fee of \$50,000. All non-management directors are reimbursed for payments on account of travelling and other out-of-pocket expenses. The Company has reserved the right to pay any director fee in Common Shares of the Company, subject to any required regulatory or other approvals. The Company has recorded directors' expenses of \$125,000 for 2021 (\$62,500 – 2020) included in general operations and administrative expense for board services. All directors' fees were paid in cash in 2021 and no Common Shares were issued in lieu of fees.

### Non-Management Director Compensation for the Financial Year Ended December 31, 2021

Name	Fees earned (\$)	Share-based awards (\$)	Option-based awards (\$)	Non-equity incentive plan compensation (\$)	Pension value (\$)	All other compensation (\$)	Total (\$)
Michael Gaffney	\$ 50,000	Nil	\$ 6,476	Nil	Nil	Nil	\$ 56,476
Rainer Paduch	\$ 25,000	Nil	\$ 3,886	Nil	Nil	Nil	\$ 28,886
Eric Beutel	\$ 25,000	Nil	\$ 3,886	Nil	Nil	Nil	\$ 28,886
W. David Oliver	\$ 25,000	Nil	\$ 3,886	Nil	Nil	Nil	\$ 28,886

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

The following table sets forth information concerning all option-based and share-based awards granted to each of non-management directors that were granted before, and remain outstanding as of the end of, the most recently completed financial year ended December 31, 2021:

Name	Option-based Awards				Share-based Awards		
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options <sup>(1)</sup> (\$)	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested <sup>(1)</sup> (\$)	Market or payout value of vested share based awards not paid out or distributed (\$)
Michael Gaffney	50,000	\$0.38	June 12, 2022	\$16,500	Nil	Nil	Nil
	50,000	\$0.305	April 6, 2025	\$20,250			
	25,000	\$0.72	April 6, 2026	Nil			
Rainer Paduch	25,000	\$0.38	June 12, 2022	\$8,250	Nil	Nil	Nil
	25,000	\$0.305	April 6, 2025	\$10,125			
	15,000	\$0.72	April 6, 2026	Nil			
Eric Beutel	25,000	\$0.38	June 12, 2022	\$8,250	Nil	Nil	Nil
	25,000	\$0.305	April 6, 2025	\$10,125			
	25,000	\$0.72	April 6, 2026	Nil			
W. David Oliver	25,000	\$0.38	June 12, 2022	\$8,250	Nil	Nil	Nil
	25,000	\$0.305	April 6, 2025	\$10,125			
	25,000	\$0.72	April 6, 2026	Nil			

(1) Based on the December 31, 2021 closing price of \$0.71 for the Company's Common Shares on the TSXV.

### Incentive Plan Awards – Value Vested or Earned During the Year Ended December 31, 2021

The following table sets forth information concerning the value vested or earned in respect of incentive plan awards during the financial year ended December 31, 2021, by each of the non-management directors.

Name	Option-based awards – Value vested during the year <sup>(1)</sup> (\$)	Share-based awards – Value vested during the year (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
Michael Gaffney	\$6,666	\$34,822	Nil
Rainer Paduch	\$3,333	\$17,411	Nil
Eric Beutel	\$3,333	\$17,411	Nil
W. David Oliver	\$3,333	\$17,411	Nil

(1) Based on the difference between the exercise price of the stock options and the closing trading price on the TSXV as of the vesting date.

### EQUITY COMPENSATION PLAN INFORMATION

The following table sets forth certain summary information concerning the Company’s equity compensation plans as at December 31, 2021. The Company has two equity compensation plans, the Company’s Option Plan, and the RSU Plan; directors, officers, employees and consultants are eligible to participate in these plans.

	Number of Common Shares to be Issued Upon Exercise of Outstanding Options/ Redemption of RSUs	Weighted Average Exercise Price of Outstanding Options (C\$)	Number of Common Shares Remaining for Future Issuance (Excluding Common Shares to be Issued Upon Exercise of Outstanding Options or Redemption of RSUs)
Equity compensation plans approved by security holders (Option Plan)	1,993,333	\$0.49	981,606
Equity compensation plans approved by security holders (RSU Plan)	Nil	N/A	2
<b>Total</b>	1,993,333	N/A	981,608

### INTERESTS OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Under Canadian securities laws, “informed person” means a director or executive officer of a reporting issuer, a director or executive officer of a person or company that is itself an informed person or subsidiary of a reporting issuer, any person or company who beneficially owns, directly or indirectly, voting securities of a reporting issuer or who exercise control or direction over voting securities of a reporting issuer or a combination of both carrying more than 10 percent of the voting rights attached to all outstanding voting securities of the reporting issuer (other than certain exemptions).

Certain of the Company’s officers and directors also serve as directors and officers of one or more public companies as identified in the biographies of each of the directors under “Election of Directors” and “Audit Committee” in this Circular. Such directors and officers are also in many cases shareholders of one or more of the foregoing companies. While there is a potential for conflicts of interest to arise in such situations, that potential is minimized because of the nature of each company.

To date, no situations of potential conflict have arisen as a result of the cross directorships and cross shareholdings. Except as otherwise disclosed in this Circular, no person who has been a director or senior officer of the Company since the commencement of the Company's last financial year, nor any of their respective associates or affiliates, has any material interest, direct or indirect, in any matter to be acted upon at the Meeting.

## AUDIT COMMITTEE

The Company is required to have an audit committee under National Instrument 52-110- *Audit Committees* ("NI 52-110"). The audit committee is currently comprised of Eric Beutel (Chair), Rainer Paduch, David Oliver and Michael Gaffney, all of whom are "financially literate" as defined in NI 52-110. Each of Messrs. Beutel, Paduch and Oliver may be considered to be "independent" for the purposes of NI 52-110. The Audit Committee met four times during the year ended December 31, 2021.

The charter of the Audit Committee is attached as Schedule C to this Circular and establishes the procedures for the Audit Committee. The Audit Committee and the Board reviewed the Audit Committee charter most recently in May 2019. The Audit Committee's purpose is to assist the Board in carrying out its responsibilities relating to corporate accounting and financial reporting practices. The duties and responsibilities of the Audit Committee, as established internally by the Audit Committee, include the following:

- reviewing for recommendation to the Board for its approval the principal documents comprising the Company's continuous disclosure record, including interim and annual financial statements and management's discussion and analysis;
- recommending to the Board a firm of independent auditors for appointment by the shareholders and reporting to the Board on the fees and expenses of such auditors. The Audit Committee has the authority and responsibility to select, evaluate and if necessary, replace the independent auditor. The Audit Committee has the authority to approve all audit engagement fees and terms and the Audit Committee, or a member of the Audit Committee, must review and pre-approve any non-audit services provided to the Company by the Company's independent auditor and consider the impact on the independence of the auditor;
- reviewing periodic reports from the CFO;
- discussing with management and the independent auditor, as appropriate, any audit problems or difficulties and management's response; and
- establishing procedures for the receipt, retention and treatment of complaints regarding accounting, internal accounting controls or auditing matters.

The Audit Committee maintains direct communication during the year with the Company's independent auditor and the Company's senior executive officers responsible for accounting and financial matters.

The Company as a venture issuer has relied on the exemptions in Section 6.1 of NI 52-110 exempting the Company from the requirements of Part 3 (Composition of the Audit Committee) and Part 5 (Reporting Obligations) of NI 52-110.

For the years ended December 31, 2021 and 2020, the fees paid by the Company for audit work and other services performed by MNP LLP were as follows:

	2021	2020
Audit Services	\$ 100,000	\$ 89,880
Audit-Related Services	Nil	Nil
Tax Services	Nil	Nil
Other Services	Nil	Nil
Total	\$ 107,000	\$ 89,880

### Audit Service Fees

Audit service fees were paid for professional services rendered by the auditors for audit of the consolidated financial statements including the services provided in connection with statutory and regulatory filings.

### Audit-Related Services Fees

Audit related service fees were \$Nil in 2021 and 2020.

### Tax Service Fees

Since 2019, the Company used a different professional services firm to prepare annual tax returns including Scientific Research and Experimental Development Tax Credits.

### Other Service Fees

No other service fees were paid.

## **STATEMENT OF CORPORATE GOVERNANCE PRACTICES**

The following information is provided pursuant to National Instrument 58-101 *“Disclosure of Corporate Governance Practices”*.

### **Board of Directors**

Mr. Watt is an executive officer the Company. Mr. Gaffney is the Chair of the Board and is also an executive officer of an inactive company that is an affiliate of the Company. The remaining directors, Messrs. Paduch, Beutel and Oliver, are considered independent directors as contemplated by the CSA Guidelines (i.e. each is independent of management and free from any interest in and any business or other relationship with the Company which could reasonably be expected to interfere with the exercise of the director’s judgment). The Company facilitates the independent supervision of the executive officers by placing the three independent directors, Messrs. Paduch, Beutel and Oliver, along with Mr. Gaffney on the Company’s Audit Committee and the compensation Committee. See “Audit Committee” above and Compensation Committee below.

### **Directorships**

Mr. Beutel is a director with two reporting issuers, namely, Char Technologies Ltd. And Toronto Cleantech Capital Inc. both on the TSX-V. Mr. Gaffney is a director of Leonovus Inc., a reporting issuer on the TSXV. Mr. Oliver holds a directorship position in Zonetail, a reporting issuer on the TSXV.

### **Diversity Disclosure**

The Board seeks to encourage the identification, recruitment, development and, ultimately, retention of talented individuals at all levels including its Board and senior management team. The Board has not adopted a diversity policy and at this time and the Company has not established a policy or targets for representation in identified diversity groups (women, members of visible minorities, Aboriginal (First Nations, Inuit and Métis), and persons with disabilities) in the Board and the senior management team.

Currently, the Company has no Board members who have self-identified as women, visible minorities, Aboriginal or persons with disabilities. However, as additional refreshment of the Board may occur and/or additional expansion is contemplated, the Board will continue to review additional qualified candidates who have been placed before it and will continue to review the qualifications and diversity of those, and all, candidates brought forward for consideration. Currently, the Board has no term limits.

As of October 2021, the Company has three female senior management team members. Cathy Smith, CFO, Andrée-Anne Chailier, VP Operations, and Lisa van Kesteren, Chief Experience Officer (CXO) . Among the Company’s six-person senior management team, this is a 50% representation by women. Currently, the Company has no senior officers that have self- identified as visible minorities, Aboriginal and persons with disabilities. There is currently no plan to expand the senior management team. If and as the senior management team is expanded or current members

may depart and be replaced, experience, merit and skill sets must be considered foremost when candidates are evaluated, although continuing consideration will be given to diversity of all types, including experience and expertise

### **Orientation and Continuing Education**

At this time the Company does not have a procedure to orient, train or assess current or new directors.

### **Ethical Business Conduct**

The Board encourages ethical business conduct as a matter of sound business practices and by following the rules and regulations of the various regulating bodies governing a reporting issuer. In November 2013, the Company adopted a Code of Business Conduct and Ethics (the “**Code**”) for all employees, officers, directors and consultants. A copy of the Code can be found on the Company’s website at [www.intouchinsight.com](http://www.intouchinsight.com).

### **Nomination of Directors**

The Company does not have a nominating committee at this time. The process for nominating directors is undertaken by the Board as a whole.

### **Compensation Committee**

On March 30, 2000, the Company’s Board approved the Compensation Committee Charter and the Compensation Committee and Board have reviewed the Charter most recently in May 2019. Members of the Committee are appointed from time to time by the Board. Current members of the Compensation Committee are Mr. Eric Beutel, Mr. Rainer Paduch, Mr. David Oliver and Mr. Michael Gaffney (Chair). The Compensation Committee met four times during the year ended December 31, 2021. See additional discussion regarding the determination of compensation under the heading “Compensation Discussion and Analysis”. See above under “Election of Directors” biographies of the four members of the Compensation Committee.

### **Other Board Committees**

Other than the Audit Committee and the Compensation Committee, the Company does not have any other committees.

### **Assessments**

The practices of the Board respecting the above corporate governance matters are subject to modifications during the evolution of the Company. Consequently, the Board keeps in mind the questions surrounding corporate governance and tries to constantly assess, and if necessary, create measures, control mechanisms and the necessary structures to ensure the efficient execution of its responsibilities.

## **SHAREHOLDER PROPOSALS**

All proposals of the Company’s shareholders intended to be presented at the Company’s annual meeting of shareholders in 2023, must be received by the Company no later than March 1, 2023 for inclusion in the management proxy circular related to that meeting. The Company’s next annual meeting of shareholders is planned for June 2023.

## **ADDITIONAL INFORMATION**

Additional information about the Company including the consolidated financial statements for the fiscal year ended December 31, 2021 and management’s discussion and analysis, are available upon request from the Company or on the SEDAR website at [www.sedar.com](http://www.sedar.com).

**DIRECTORS' APPROVAL**

The Board of Directors of the Company has approved the contents and the sending of this Circular.

DATED at Ottawa, Ontario, the 6<sup>th</sup> day of May, 2022

BY ORDER OF THE BOARD OF DIRECTORS

A handwritten signature in black ink, appearing to read "Michael Gaffney", written over a horizontal line.

MICHAEL GAFFNEY  
Director and Chairman

**SCHEDULE A**

**OPTION PLAN RESOLUTION**

**RESOLVED THAT:**

1. subject to regulatory approval, the amendments to the Intouch Insight Ltd. Amended Stock Option Plan (the "Amended Plan"), including the approval of the increase from 2,954,939 common shares to 3,769,118 common shares, substantially as set forth in Schedule B to the Company's Management Proxy Circular, be approved; and
2. any officer or director of the Company is hereby authorized and directed for and on behalf of the Company to execute or cause to be executed, under the seal of the Company or otherwise, and to deliver or cause to be delivered, all such documents and instruments and to perform or cause to be performed all such other acts and things as in such director's or officer's opinion may be necessary or desirable to give full effect to the foregoing resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

**SCHEDULE B**  
**AMENDED STOCK OPTION PLAN**

**INTOUCH INSIGHT LTD.**

**INTOUCH INSIGHT LTD.**

**AMENDED STOCK OPTION PLAN**

**Section 1  
PURPOSE OF PLAN**

1.1 The purpose of the Plan is to attract, retain and motivate employees, officers and directors of the Corporation and its Subsidiaries, and to focus its employees, officers and directors as well as its consultants on assisting the Corporation's growth and development, by providing said employees, officers, directors and consultants with the opportunity through common share options to acquire an ownership interest in the Corporation, thereby advancing the interests of the Corporation and its shareholders.

**Section 2  
DEFINITIONS**

2.1 In this Plan:

- (a) "Black-Out Period" means that period during which a trading black-out period is imposed by the Corporation to restrict trades in the Corporation's securities by an Eligible Person or Permitted Assign;
- (b) "Board" means the board of directors of the Corporation;
- (c) "Code" means the United States Internal Revenue Code of 1986, as amended, and any regulations thereunder;
- (d) "Committee" means the committee of the Board referred to in Section 5.1 hereof;
- (e) "Common Shares" means a fully-paid and non-assessable common share in the capital of the Corporation or, in the event of an adjustment in accordance with the provisions of Section 15 hereof, the shares or securities or property to which an Optionee may be entitled as a result of such adjustment;
- (f) "Consultant" means an individual, other than an Employee, Officer or Director, that:
  - (i) is engaged to provide on a *bona fide* basis consulting, technical, management or other services to the Corporation under a written contract between the Corporation and
    - (A) the individual
    - (B) a company of which the individual consultant is an employee or shareholder, or
    - (C) a partnership of which the individual consultant is an employee or partner, and
  - (ii) in the reasonable opinion of the Committee, spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or its Subsidiaries, and in accordance with the TSX-V Policies.
- (g) "Corporation" means Intouch Insight Ltd., and includes any successor corporation thereto;
- (h) "Date of Grant" shall have the meaning set out in Section 6.3;
- (i) "Director" means a director of the Corporation, including a director of the Corporation who holds the single office of Chairman or Vice-Chairman of the Board but excluding a director of the Corporation who holds any other office of the Corporation;

- (j) “Eligible Person” means a Consultant, a Director, an Employee or an Officer of the Corporation or its Subsidiaries;
- (k) “Employee” means a *bona fide* employee of the Corporation or its Subsidiaries, other than a Director or an Officer;
- (l) “Expiry Date” shall have the meaning set out in Section 9.1;
- (m) “Exchange Hold Period” has the meaning set forth in the TSX-V Policies;
- (n) “Fair Market Value” on any date in respect of a Common Share shall mean (A) if the Common Shares of the Corporation are listed on the TSX-V or another recognized Canadian exchange, with respect to Options, the fair market value of the Common Shares of the Corporation determined using the closing price on the last Trading Day before the Date of Grant, or (B) if the Common Shares are not listed on any recognized Canadian exchange, the value determined by the Board, provided that, in the case of Options granted to US Optionees, the Board shall act in accordance with U.S. Treasury Regulation §1.409A-1(b)(5)(iv)(B) with respect to Nonstatutory Stock Options and U.S. Treasury Regulation §1.422-2(e)(2)(iii) with respect to Incentive Stock Options;
- (o) “Incentive Stock Option” shall have the meaning set out in Section 6.6(a);
- (p) “Insider” means
  - (A) a director or senior officer of the Corporation;
  - (B) a director or senior officer of an entity other than an individual that is an Insider or a Subsidiary of the Corporation;
  - (C) a person that beneficially owns or controls, directly or indirectly, voting securities carrying more than 10% of the voting rights attached to all outstanding voting securities of the Corporation; or
  - (D) the Corporation itself if it holds any of its own securities;
- (q) “Investor Relation Activities” means Investor Relations Activities as defined in the TSX-V Policies;
- (r) “Nonstatutory Stock Option” shall have the meaning set out in Section 6.6(a);
- (s) “Officer” means an officer of the Corporation, excluding a director of the Corporation who holds the single office of Chairman or Vice-Chairman of the Board;
- (t) “Option” means a right to purchase Common Shares in the manner and time and subject to the restrictions contained in the Plan;
- (u) “Option Shares” means Common Shares which are subject to purchase upon the exercise of an Option;
- (v) “Optionee” means a person who has been granted an Option pursuant to Section 6.1 hereof and the permitted transferees of that person;
- (w) “Permitted Assign” has the meaning set forth in Section 13.1;
- (x) “Plan” means the Amended Intouch Insight Ltd. Stock Option Plan as set out herein, as the same may be amended or varied from time to time;
- (y) “Representation Letter” has the meaning set out in Section 6.6(f);
- (z) “Security-Based Compensation Arrangements” means stock option, stock option plan, employee stock purchase plan, long-term incentive plan or any other compensation or incentive mechanism

involving the issuance or potential issuance of Shares from treasury, including a share purchase from treasury by a full-time employee, director, officer, Insider, or Consultant which is financially assisted by the Corporation or a Subsidiary by way of a loan, guarantee or otherwise;

- (aa) “Trading Day” means any day when the TSX-V is open for trading;
- (bb) “TSX-V” means the TSX Venture Exchange;
- (cc) “TSX-V Policies” means the policies included in the TSX Venture Exchange Corporate Finance Manual and “TSX Policy” means any one of them.
- (dd) “US Optionee” means an Optionee who resides in the United States;
- (ee) “VWAP” means the volume weighted average trading price of the Corporation’s Common Shares on the TSX-V calculated by dividing the total value by the total volume of such securities traded for any five consecutive Trading Days.

2.2 In this Plan, a person or company is considered to be a “Subsidiary” of another person or company if:

- (a) it is controlled by
  - (i) that other, or
  - (ii) that other and one or more persons or companies, each of which is controlled by that other, or
  - (iii) two or more persons or companies, each of which is controlled by that other; or
- (b) it is a Subsidiary of a person or company that is that other’s Subsidiary.

### **Section 3 ELIGIBILITY**

3.1 All Eligible Persons are eligible to participate in the Plan.

3.2 Eligibility to participate in the Plan does not confer upon any Eligible Person any right to be granted an Option pursuant to the Plan. The extent to which any Eligible Person may be granted an Option pursuant to the Plan shall be determined in the sole and absolute discretion of the Board.

### **Section 4 NUMBER OF OPTION SHARES**

4.1 The total number of authorized and unissued Common Shares reserved for issuance pursuant to the Plan (subject to adjustment or increase of such number in accordance with the provisions of Section 15 hereof) shall be up to but not more than three million three hundred and seventy eight thousand two hundred and seventy two (3,378,272). Any or all of such shares may be in the form of Incentive Stock Options.

4.2 No Option may be granted pursuant to the Plan which would have the effect of causing the total number of all Option Shares to exceed the total number of Common Shares reserved for issuance specified in Section 4.1.

4.3 On the expiration, surrender, cancellation or termination, in whole or in part, of an Option, all Option Shares which have not been purchased under the Option shall become available for subsequent Option grants. However, in the case of Incentive Stock Options, the immediately preceding sentence shall be subject to any limitations under the Code.

4.4 No fractional Common Shares may be purchased or issued pursuant to the Plan.

**Section 5**  
**ADMINISTRATION OF PLAN**

5.1 The Plan shall be administered by a committee (the "Committee") appointed by the Board and consisting of not less than three members of the Board. The members of the Committee shall serve at the pleasure of the Board, and vacancies occurring in the Committee shall be filled by the Board.

5.2 The Committee shall have the authority, subject to the specific provisions of the Plan:

- (a) to recommend the time or times at which Options may be granted;
- (b) to recommend which Eligible Persons may be granted Options;
- (c) to specify the number of Option Shares subject to purchase under each Option;
- (d) to specify the terms and conditions of any grant of Options, including but not limited to:
  - (i) the effective date of grant of each Option;
  - (ii) the exercise price at which any Option Share may be purchased;
  - (iii) the time or times when each Option shall become exercisable and the duration of the corresponding exercise period;
  - (iv) whether restrictions or limitation are to be imposed on Option Shares, and the nature of such restrictions or limitations, if any; and
  - (v) any acceleration of exercisability or waiver of termination regarding any Option, based on such factors as the Committee may determine;
- (e) to establish policies and to adopt and rescind rules and regulations relating to the Plan;
- (f) to prescribe the form of the instruments relating to the grant, exercise and other terms of Options; and
- (g) to interpret and construe the Plan, and to determine all questions arising out of the Plan or any Option granted pursuant to the Plan, and any such interpretation, construction or determination made by the Committee shall be final and binding on all persons.

5.3 No member of the Committee shall be liable for any action or determination made in good faith with respect to the Plan or any Option granted pursuant to the Plan.

5.4 The day-to-day administration of the Plan may be delegated to such Officers and Employees of the Corporation as the Committee shall determine.

**Section 6**  
**GRANT OF OPTIONS & DATE OF GRANT**

6.1 Pursuant to the recommendations of the Committee, Options may be granted from time to time by the Corporation:

- (a) to a Consultant, or in the alternative at the direction of the Consultant, to a company of which the Consultant is an employee or shareholder, a partnership of which the Consultant is an employee or partner, a RRSP established by or for that Consultant or under which that Consultant is the beneficiary, or a RRIF established by or for that Consultant or under which that Consultant is the beneficiary;

- (b) to a Director, or in the alternative at the direction of the Director, to a Subsidiary of that Director, a RRSP established by or for that Director or under which that Director is the beneficiary, or a RRIF established by or for that Director or under which that Director is the beneficiary;
- (c) to an Employee, or in the alternative at the direction of the Employee, to a Subsidiary of that Employee, a RRSP established by or for that Employee or under which that Employee is the beneficiary, or a RRIF established by or for that Employee or under which that Employee is the beneficiary; or
- (d) to an Officer, or in the alternative at the direction of the Officer, to a Subsidiary of that Officer, a RRSP established by or for that Officer or under which that Officer is the beneficiary, or a RRIF established by or for that Officer or under which that Officer is the beneficiary.

6.2 The number of Option Shares subject to purchase under each Option, the exercise price at which any Option Share may be purchased, and such other terms and conditions relating to each Option so granted shall be as specified by the Committee, provided and to the extent that such terms and conditions are approved by the Board.

6.3 The effective date of grant of each Option shall be that date specified by the Committee (provided, however, that such date shall not be prior to the date upon which the Board approves the grant of the Option) or, if no such date is specified by the Committee, the date upon which the Board approved the grant of the Option (the "Date of Grant").

6.4 No Option shall under any circumstances be granted by the Corporation pursuant to this Plan to an Eligible Person (or their eligible designees specified in Section 6.1(b)) which, together with all of the Corporation's other previously established or proposed incentives or incentive plans or share compensation arrangements, could result, at any time, in:

- (a) the number of options granted to any one individual in any twelve (12) month period exceeding five percent (5%) of the issued shares of the Corporation;
- (b) the number of options granted to any one Consultant in any twelve (12) month period exceeding two percent (2%) of the issued shares of the Corporation;
- (c) the number of options granted to an Employee conducting Investor Relations Activities exceeding two percent (2%) of the issued shares of the Corporation in any twelve (12) month period.

For the purpose of Sections 6.4 and 6.5:

- (d) "individual" means a Director, an Officer or an Employee of the Corporation and its Subsidiaries but does not include an Employee conducting Investor Relations Activities.
- (e) "incentive" means a stock option, stock option plan or any other compensation or incentive arrangement involving the issuance or potential issuance of Common Shares to a Director or an Officer (or their eligible designees specified in Subsection 6.1(b) and 6.1(d), respectively);
- (f) "outstanding issue" means, for the purpose of this Plan the number of Common Shares outstanding on a non-diluted basis immediately before the Date of Grant of the Option for which the determination is to be made excluding Common Shares issued as or under incentives during the preceding 12-month period or, otherwise, the number of Common Shares outstanding; and
- (g) "related person" means a director or senior officer of the Corporation, or any of their associates.

6.5 No Option shall under any circumstances be granted by the Corporation pursuant to this Plan to an Insider (or their eligible designees specified in Section 6.1) which, together with all of the Corporation's other previously established or proposed incentives or incentive plans or share compensation arrangements, could result, at any time, in:

- (a) the aggregate number of Common Shares reserved for issuance under Plan granted to Insiders (as a group) or to an individual exceeding ten percent (10%) of the issued and outstanding Common Shares; or
- (b) the number of Options issued to Insiders (as a group) or to an individual within a twelve (12) month period exceeding ten percent (10%) of the issued and outstanding Common Shares.

6.6 In the case of any Option granted to a US Optionee, the following additional terms and conditions shall apply:

- (a) If the Board intends an Option granted to a US Optionee to be an “incentive stock option” as defined in Section 422 of the Code (an “Incentive Stock Option”), the Board shall so designate the Option at the time of grant. Incentive Stock Options may only be granted to Employees of the Company or a Subsidiary that meets the definition of “subsidiary” set forth in Section 424(f) of the Code, including Officers and Directors who are employed by the Company or such a Subsidiary. For purposes of any Incentive Stock Option granted hereunder, “employment” shall be defined in accordance with the provisions of Section 1.421-7(h) of the regulations under the Code (or any successor regulations). Incentive Stock Options shall be subject to and shall be construed consistently with the requirements of Section 422 of the Code. An Option granted to a US Optionee that is not intended to be an Incentive Stock Option or that fails to qualify as an Incentive Stock Option shall be designated a “Nonstatutory Stock Option” and shall be subject to Section 409A of the Code unless it is not treated as deferred compensation under U.S. Treasury Regulation §1.409A-1(b)(5)(i). The Company shall have no liability to an Optionee, or any other party, if an Option (or any part thereof) that is intended to be an Incentive Stock Option is not or ceases to be an Incentive Stock Option.
- (b) If and to the extent that the aggregate Fair Market Value of shares subject to Incentive Stock Options (determined as of the Date of Grant) which become exercisable for the first time by a US Optionee during any calendar year under all Options and all other equity compensation plans of the Company exceeds \$100,000, then such excess Options shall be treated as Nonstatutory Stock Options.
- (c) Notwithstanding the provisions of Section 7.1 and Section 9.1, in the case of any US Optionee who is granted an Incentive Stock Option at a time when he or she owns stock representing more than ten percent (10%) of the voting power of all classes of stock of the Company or any parent or subsidiary, (i) the per share exercise price of such Incentive Stock Option shall be not less than one hundred ten percent (110%) of the Fair Market Value of a Common Share on the Date of Grant and (ii) such Incentive Stock Option shall not be exercisable more than five (5) years after the date of the grant of such Option.
- (d) To the extent that, under the terms hereof, an Option designated as an Incentive Stock Option remains exercisable more than 90 days after the date of the Optionee’s termination of employment (other than by reason of death or Disability), such Option shall thereafter be treated as a Nonstatutory Stock Option.
- (e) Notwithstanding the provisions of Section 13, an Incentive Stock Option may not be exercised by, or transferred to, any person other than the original Optionee during the Optionee’s lifetime.
- (f) Upon the exercise of an Option by a US Optionee, the US Optionee shall deliver such representations and agreements as the Company may deem necessary or desirable in order to comply with United States securities laws and regulations (the “**Representation Letter**”). A form of the Representation Letter is available from the Corporation upon request by the US Optionee.
- (g) If a US Optionee serves as a Consultant, such individual must qualify as a “consultant” or “advisor” to the Company or a Subsidiary for purposes of Rule 701 under the United State Securities Act of 1933, as amended.

**Section 7  
EXERCISE PRICE**

7.1 The exercise price at which any Option Share may be granted shall not under any circumstances be lower than the Fair Market Value of a Common Share at the Date of Grant.

**Section 8  
EXERCISE PERIOD**

8.1 Unless otherwise provided in the Plan or specified by the Committee, each Option shall vest in three equal installments on successive anniversaries of the date of grant and become exercisable accordingly in the following installments:

<u>Percentage of total number of Option Shares which may be purchased</u>	<u>Exercise period</u>
33 1/3%	From the 1 <sup>st</sup> anniversary of the Date of Grant up to the day immediately preceding the 5 <sup>th</sup> anniversary of the Date of Grant
33 1/3%	From the 2 <sup>nd</sup> anniversary of the Date of Grant up to the day immediately preceding the 5 <sup>th</sup> anniversary of the Date of Grant
33 1/3%	From the 3 <sup>rd</sup> anniversary of the Date of Grant up to the day immediately preceding the 5 <sup>th</sup> anniversary of the Date of Grant

8.2 The Committee shall have the right to accelerate the date upon which any Option vests or installment becomes exercisable. Once an Option installment becomes exercisable, it shall remain exercisable throughout the exercise period, unless otherwise provided in the Plan or specified by the Committee.

8.3 All Options vest and become exercisable should the Corporation enter into a material transaction which would result in a change of control of the Corporation or other circumstances as determined in each case by the Board in its sole discretion.

**Section 9  
EXPIRY OF OPTION**

9.1 No Option under any circumstances shall be exercisable after the 5<sup>th</sup> anniversary of the Date of Grant (the "Expiry Date"). If an Option expires during a Black-Out Period then, notwithstanding any other provision of the Plan, the Option shall expire 10 business days after the Black-Out Period is lifted by the Corporation.

9.2 No Option transferred by the death of an Optionee to the Optionee's heirs or administrators may be exercised after the one year anniversary of the Optionee's death.

**Section 10  
MANNER OF EXERCISE**

10.1 Each Option held by an Optionee may be exercised, in whole or in part, at any time and from time to time for up to the total number of Option Shares with respect to which the Option is exercisable.

10.2 Subject to the provisions and conditions of this Section 10, the Option shall only be considered exercised upon delivery to the Corporation, in the manner provided in Section 19, of a written notice substantially in the form attached as Appendix A to this Plan (the "Exercise Notice") and for US Optionees, the Exercise Notice must be accompanied by a Representation Letter. The Exercise Notice shall specify the Date of Grant of the Option, the number of Option Shares to be purchased by the Optionee, the exercise price at which the corresponding Option Shares

may be purchased, and the total purchase price for the number of Option Shares to be purchased. The Exercise Notice shall be signed by the Optionee, and shall indicate an address for delivery of the certificate representing the Option Shares so acquired.

10.3 The effective date of delivery of the Exercise Notice to the Corporation, as determined by Section 19, shall be the date of exercise for the purpose of the Option.

10.4 The Exercise Notice shall be irrevocable upon delivery to the Corporation.

10.5 The Committee shall have the power to specify a reasonable minimum number of Option Shares which an Optionee must purchase at each instance of exercise of an Option.

10.6 Except as otherwise provided under the Plan, to be effective, the Exercise Notice must be accompanied by payment in full of the total purchase price for the number of Option Shares to be purchased. Payment shall be made by certified cheque, bank draft, money order or other certified funds payable to the order of the Corporation.

10.7 Excluding Options held by an Optionee engaged in Investor Relations Activities, in lieu of exercising an Option as set forth in Section 10.2, an Optionee may exercise from time to time by delivery to the Corporation at its registered office a written notice of exercise addressed to the Secretary of the Corporation, whereby the Optionee does not make a cash payment, except for all mandatory tax withholdings, but instead received only the number of underlying Common Shares ("**Net Exercise**") that is equal to the quotient obtained by dividing:

- (a) the product of the number of Options being exercised multiplied by the difference between the VWAP of the underlying Common Shares and the Option Price of the subject Options; by
- (b) the VWAP of the underlying Common Shares.

In the event of a Net Exercise, the number of Options exercised, surrendered or converted, and not the number of Common Shares actually issued by the Corporation, must be included in calculating the limits set forth in Section 4.

10.8 Excluding Options held by an Optionee engaged in Investor Relation Activities, in lieu of exercising an Option as set forth in Sections 10.2 or 10.7, and in the event that the Corporation implements an arrangement with a brokerage firm in accordance with the provisions of the TSX-V Policies and the Board determines to permit a cashless exercise of Options, an Optionee may do a cashless exercise of the Options ("**Cashless Exercise**"), whereby the brokerage firm sells a sufficient number of Common Shares to cover the Option Price of the Options in order to repay the loan made to the Optionee and the brokerage firm receives an equivalent number of Shares from the exercise of the Options and the Optionee then receives the balance of Common Shares or the cash proceeds from the balance of such Common Shares.

10.9 No less than 100 Options may be exercised at any one time, except where a smaller number of Options is or remains exercisable pursuant to a grant, in which case, such smaller number of Options must be exercised at one time,

10.10 All Security-Based Compensation Arrangements are subject to any applicable resale restrictions under Securities Laws and the Exchange Hold Period, if applicable. In addition, if the Exchange Hold Period is applicable, all Options and any Common Shares issued under Options exercised prior to the expiry of the Exchange Hold Period must be legended with the Exchange Hold Period commencing on the date the Options were granted.

## **Section 11**

### **UNDERTAKINGS WITH RESPECT TO TAXES**

11.1 When an Optionee exercises an Option to purchase Option Shares, the Corporation may in its sole discretion require the Optionee to undertake to do any or all of the following prior to and as a condition of issuing any Option Shares:

- (a) pay to the Corporation, in addition to the total purchase price for such Option Shares, such amounts as the Corporation determines under the requirements of applicable taxation laws that it is obliged to withhold for remittance to a taxing authority;
- (b) pay to any taxing authority all amounts owed by the Optionee under the requirements of applicable taxation laws as a result of and flowing from the exercise of any Options held by the Optionee, as and when such amounts become due; and
- (c) indemnify and save harmless the Corporation and each of its Directors and Officers from any liability arising in respect of all amounts owed by the Optionee under the requirements of applicable taxation laws as a result of and flowing from the exercise of any Options held by the Optionee.

**Section 12**  
**SHARE REGISTRATION AND CERTIFICATE**

12.1 Upon receipt by the Corporation of

- (a) an Exercise Notice accompanied by payment in full of the total purchase price for the number of Option Shares to be purchased in accordance with the provisions of Section 10, and
- (b) such undertakings by the Optionee with respect to taxes as required by the Corporation in accordance with the provisions of Section 11,

the Optionee shall be entitled to be entered in the books of the Corporation as the holder of the number of Option Shares so acquired and, as soon as practicable, the Corporation shall deliver to the Optionee a certificate in the name of or as directed by the Optionee representing the number of Common Shares so purchased and issued. If, at the time of the exercise of the Option, there remain restrictions on resale under applicable securities laws on the Option Shares acquired, the Company may, if required on the advice of legal counsel, endorse the certificates representing the Option Shares with respect to those restrictions.

12.2 Upon exercise of the Option pursuant to Section 10, if there remains any balance of Option Shares represented by an Option certificate, the Optionee shall be entitled at its request and upon surrender of said Option certificate, to receive a new Option certificate whose terms and conditions shall be identical in every respect to the former certificate save as to the new balance of Option Shares subsequent to the exercise.

12.3 Notwithstanding any provision contained in the Plan or in any Option, if at any time the Board determines that

- (a) the listing of Common Shares subject to purchase under an Option, or the registration or other qualification of such Common Shares, upon any securities exchange or under any applicable securities laws,
- (b) the consent or approval of any governmental authority or securities exchange, or
- (c) the receipt from any Optionee of such representations, agreements and undertakings, including as to future dealings in such Common Shares, as may be required to safeguard against the violation of the securities laws of any jurisdiction, is necessary or desirable as a condition of, or in connection with, the purchase and issue of such Common Shares, then no Option granted pursuant to the Plan may be exercised in whole or in part and no Common Share may be purchased and issued pursuant to the exercise of such Option unless said listing, registration, qualification, consent, approval or receipt shall have been effected or obtained free of any conditions not acceptable to the Board. In this connection the Corporation shall, to the extent necessary, take all reasonable steps to obtain such listing, registration, qualification, consent or approval as may be necessary for the sale or issuance of such Common Shares in compliance with applicable securities laws.

### **Section 13 TRANSFER**

13.1 All Options are personal to the Optionee. Options granted pursuant to the Plan may not be assigned or transferred, nor be subject to any other alienation, sale, pledge or encumbrance, except in the case of certain permitted assigns (“Permitted Assigns”):

- (a) the death of the Optionee, by will or by the laws of descent and distribution;
- (b) a transfer to a spouse, a minor child or a minor grandchild of the Optionee;
- (c) a transfer to a trust, of which at least one of the trustees is the Optionee and the beneficiaries of which are one or more of the Optionee and a person referred to in Subsection 13.1(b);
- (d) a transfer between any of a Consultant, a company of which the Consultant is an employee or shareholder, a partnership of which the Consultant is an employee or partner, a RRSP established by or for that Consultant or under which that Consultant is the beneficiary, and a RRIF established by or for that Consultant or under which that Consultant is the beneficiary;
- (e) a transfer between any of a Director, a subsidiary of that Director, a RRSP established by or for that Director or under which that Director is the beneficiary, and a RRIF established by or for that Director or under which that Director is the beneficiary;
- (f) a transfer between any of an Employee, a subsidiary of that Employee, a RRSP established by or for that Employee or under which that Employee is the beneficiary, and a RRIF established by or for that Employee or under which that Employee is the beneficiary; or
- (g) a transfer between any of an Officer, a subsidiary of that Officer, a RRSP established by or for that Officer or under which that Officer is the beneficiary, and a RRIF established by or for that Officer or under which that Officer is the beneficiary.

13.2 The terms, conditions and obligations as stated in each Option and in the Plan shall be binding on each Optionee and the Optionee’s heirs, executors, and permitted transferees.

### **Section 14 TERMINATION**

14.1 Unless otherwise specified by the Committee, if:

- (a) the engagement of the Consultant which was the basis of an Option grant pursuant to Subsection 6.1(a), or
- (b) the employment of the Employee which was the basis of an Option grant pursuant to Subsection 6.1(c),

as the case may be, terminates for cause, then the Option shall be null and void and may not be exercised effective 5:00 p.m. on the date of the termination.

14.2 Unless otherwise specified by the Committee, if:

- (a) the tenure of the Director which was the basis of an Option grant pursuant to Subsection 6.1(b),
- (b) the employment of the Employee which was the basis of an Option grant pursuant to Subsection 6.1(c), or
- (c) the tenure of the Officer which was the basis of an Option grant pursuant to Subsection 6.1(d),

as the case may be, terminates by reason of death, Disability or Retirement, regardless of whether the termination is voluntary or involuntary, and with or without adequate notice, then the Option shall be null and void effective 5:00 p.m. on the date of the termination, except that the Optionee shall have until 5:00 p.m. on the date

- (d) that is the one hundred and eightieth (180<sup>th</sup>) calendar day after the date of the termination, or
- (e) the expiry date of the Option,

whichever is earlier, to exercise the Option in accordance with the provisions of the Plan and of the Option, and thereby purchase any or all Option Shares which were vested and available for purchase under said Option as at 5:00 p.m. on the date of the termination.

14.3 Unless otherwise specified by the Committee, if:

- (a) the employment of the Employee which was the basis of an Option grant pursuant to Subsection 6.1(c), or
- (b) the tenure of the Officer which was the basis of an Option grant pursuant to Subsection 6.1(d),
- (c) the engagement of a Consultant which was the basis of an Option grant pursuant to section 6.1(a)

as the case may be, terminates for any reason other than that set out in Sections 14.1 or 14.2, regardless of whether the termination is voluntary or involuntary, and with or without adequate notice, then the Option shall be null and void effective 5:00 p.m. on the date of the termination, except that the Optionee shall have until 5:00 p.m. on the date

- (d) that is the sixtieth (60<sup>th</sup>) calendar day after the date of the termination, or
- (e) the expiry date of the Option,

whichever is earlier, to exercise the Option in accordance with the provisions of the Plan and of the Option, and thereby purchase any or all Option Shares which were vested and available for purchase under the Option as at 5:00 p.m. on the date of the termination.

14.4 For the purpose of the Plan:

- (a) "Disability" means permanent and total disability as determined under procedures established by the Committee for the purpose of the Plan; and
- (b) "Retirement" means retirement from active employment or service with the Corporation, with the consent for the purpose of the Plan of such officer of the Corporation as may be designated by the Committee, upon the completion of such years of employment or service as the Committee may specify.

## **Section 15 CERTAIN ADJUSTMENTS**

15.1 Appropriate adjustments

- (a) to the number of Common Shares reserved for issuance pursuant to the Plan, and
- (b) as regards Options previously granted or to be granted pursuant to the Plan, to the number of Option Shares subject to purchase upon exercise of each Option and to the exercise price at which any Option Share may be purchased,

shall be made by the Board to give effect to:

- (c) any subdivision, re-division, reduction, combination or consolidation of the outstanding Common Shares;

- (d) any issue of Common Shares to the holders of all or substantially all of the outstanding Common Shares by way of a stock dividend;
- (e) any reclassification of the Common Shares of the Corporation; or
- (f) any issue or distribution to all or substantially all the holders of Common Shares of (i) shares of the Corporation of any class other than Common Shares, (ii) rights, options or warrants, (iii) evidences of indebtedness, or (iv) any other assets.

**Section 16  
COVENANT TO RESERVE SHARES**

16.1 The Corporation shall at all times reserve and keep available out of its authorized Common Shares, and solely for the purpose of exercise of any Option granted pursuant to the provisions of this Plan, such number of Common Shares as shall then be issuable upon such exercise. The Corporation covenants that all Common Shares which shall be so issuable shall be duly and validly issued as fully-paid and non-assessable.

**Section 17  
AMENDMENT OF PLAN**

17.1 The Corporation retains the right to amend or terminate the terms and conditions of the Plan by resolution of the Board. If required, any amendments shall be subject to the prior consent of any applicable regulatory bodies, including the TSX Venture Exchange. Any amendment to the Plan shall take effect with respect to all outstanding Options on the date of, and all Options granted after, the effective date of such amendment, provided that in the event of any amendment materially or adversely affects any outstanding Options it may apply to such outstanding Options only with the mutual consent of the Corporation and the Optionee to who such Options have been granted. The Board shall have the power and authority to approve amendments relating to the Plan or to Options, without further approval of the shareholders of the Corporation, including the following non-exhaustive list of such amendments:

- (a) altering, extending or accelerating the terms and conditions of vesting of any Options;
- (b) amending the termination provisions of an Option, which amendment shall include determining that any provisions of Section 14 concerning the effect of the Optionee ceasing to be an Eligible Person shall not apply for any reason acceptable to the Board;
- (c) accelerating the Expiry Date of any Option;
- (d) determining adjustments pursuant to Section 15 hereof;
- (e) amending or modifying the mechanics of exercise of the Options set forth in the Plan;
- (f) effecting amendments of a “housekeeping” nature including, without limitation, any amendment for the purpose of curing any ambiguity, inconsistency, error or omission in or from the Plan;
- (g) effecting amendments necessary to comply with the provisions of applicable laws (including, without limitation, the TSX-V Policies);
- (h) effecting amendments respecting the administration of the Plan; and
- (i) effecting amendments necessary to suspend or terminate the Plan.

17.2 Notwithstanding the foregoing Section 17.1, approval of the shareholders of the Corporation shall be required for the following types of amendments and in certain cases as required by the TSX-Policies, disinterested shareholder approval:

- (a) increasing the number of Common Shares issuable under the Plan, except in the event of an adjustment contemplated by Section 15;

- (b) amending Section 6.5 of the Plan shall not be effective until disinterested shareholder approval has been obtained;
- (c) extending the Expiry Date of any Option beyond the original Expiry Date, other than as a result of a blackout period as determined by the Board;
- (d) except as permitted pursuant to Section 15, reducing the exercise price under Section 7 of an Option or cancelling an Option or replacing such option with an Option at a lower exercise price, provided that, reducing the exercise price of an Option of an option held by an Insider or cancelling an Option held by an Insider and replacing such cancelled option with an Option with a lower exercise price shall not be effective until disinterested shareholder approval has been obtained;
- (e) any amendment which would permit Option granted under the Plan to be transferable or assignable other than for normal estate settlement purposes (and other than as set out in Section 13);
- (f) amending Section 17.1 hereof and this Section 17.2; and
- (g) making any amendments required to be approved by shareholders under applicable law (including, without limitation, pursuant to the TSX-V Policies).

17.3 In the event of a conflict between Section 17.1 and Section 17.2, Section 17.2 shall prevail to the extent of the conflict.

## **Section 18 MISCELLANEOUS PROVISIONS**

18.1 Nothing in the Plan or in any Option granted pursuant to the Plan shall:

- (a) in the case of a Consultant, confer upon that Consultant, a company of which that Consultant is an employee or shareholder or a partnership of which that Consultant is an employee or partner (as the case may be) any right to continued engagement by the Corporation, nor affect in any way the right of the Corporation to terminate the services of that Consultant, a company of which that Consultant is an employee or shareholder or a partnership of which that Consultant is an employee or partner (as the case may be) at any time;
- (b) in the case of an Employee, confer upon that Employee any right to continued employment by the Corporation, nor affect in any way the right of the Corporation to terminate the Employee's employment or services at any time; and
- (c) in the case of an Officer, confer upon that Officer any right to continued appointment as an Officer of the Corporation or employment by the Corporation, nor affect in any way the right of the Corporation to remove the Officer from an office of the Corporation or terminate the Officer's employment or services at any time.

18.2 No person shall have any rights as a shareholder of the Corporation with respect to Option Shares until the Corporation issues the corresponding Common Shares in accordance with the provisions of Section 12.

18.3 Nothing contained in the Plan or in an Option shall be construed so as to prevent the Corporation from taking any corporate action which is deemed by the Corporation to be appropriate or in its best interests, whether or not such action would have an adverse effect on the Plan or on any Option.

18.4 Each Optionee shall, when requested to do so by the Corporation, sign and deliver all such documents relating to the granting or exercise of Options deemed necessary or desirable by the Corporation.

## **Section 19 NOTICES**

19.1 Any notice, direction or other communication required to be given under this Plan shall be in writing and shall be given by delivering it or by sending it by fax or other similar form of recorded communication addressed to:

Intouch Insight Ltd.  
400 March Road  
Ottawa, Ontario K2K 3H4  
Attn: Corporate Secretary

Fax: 613-247-7163.

Any such communication shall be deemed to have been validly and effectively given (i) if personally delivered, on the date of such delivery if such date is a Business Day and such delivery was made prior to 5:00 p.m. (Ottawa time) and otherwise on the next Business Day, or (ii) if transmitted by fax or similar means of recorded communication, on the Business Day following the date of transmission. For the purpose of this Section 19, "Business Day" means any day other than Saturday, Sunday or a day on which chartered banks are closed for business in Ottawa, Ontario.

## **Section 20**

### **GOVERNING LAW**

20.1 The Plan is established under the laws of the Province of Ontario and the federal laws applicable in Ontario, and the rights of all parties and the construction and effect of each provision of the Plan shall be according to said laws.

**APPENDIX A**

**INTOUCH INSIGHT LTD.**

**AMENDED STOCK OPTION PLAN**

**OPTION EXERCISE NOTICE**

**TO: Intouch Insight Ltd.  
400 March Road  
Ottawa, Ontario K2K 3H4  
Attn: Corporate Secretary**

The undersigned Optionee, holder of the Option granted on \_\_\_\_\_, \_\_\_\_\_, hereby irrevocably elects to purchase that number of Option Shares as set forth below:

- (a) Number of Option Shares to be purchased: \_\_\_\_\_
- (b) Exercise Price per Option Share: \$ \_\_\_\_\_
- (c) Total purchase price of Option Shares [(a) x (b)]: \$ \_\_\_\_\_

and in satisfaction of the total purchase price encloses a certified cheque, bank draft, money order or other certified funds in lawful money of Canada payable to the order of Intouch Insight Ltd.

The undersigned Optionee understands that Intouch Insight Ltd. has the power to require the Optionee to purchase a reasonable minimum number of Option Shares at each instance of exercise of this Option. Furthermore, Intouch Insight Ltd. shall not be required to issue fractional Common Shares.

The undersigned Optionee hereby directs that, upon purchase, said Option Shares be registered and a Common Share certificate be issued in the name of the person designated below.

If the undersigned is a US Optionee, the US Optionee has delivered a Representation Letter along with this Option Exercise Notice.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Name of Optionee (please print)

\_\_\_\_\_  
Witness as to signature of Optionee

\_\_\_\_\_  
Signature of Optionee (please print)

Address to which share certificate shall be delivered:  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Name of person to whom Common Shares shall be registered and Common Share certificate issued:  
  
\_\_\_\_\_

## SCHEDULE C

### INTOUCH INSIGHT LTD.

#### AUDIT COMMITTEE CHARTER

##### INTERPRETATION

1. Purpose – The purpose of this Charter is to regulate the procedure of the standing Audit Committee of the board of directors of Intouch Insight Ltd.
2. Definitions – In this Charter and all other rules of the Committee, unless the context otherwise requires:
  - a. “Act” means the *Canada Business Corporations Act*, as amended from time to time, or any statute which may be substituted therefore, and includes the regulations made pursuant thereto;
  - b. “Board” means the board of directors of the Company;
  - c. “Committee” means the standing Audit Committee of the Board;
  - d. “Company” means Intouch Insight Ltd.; and
  - e. “member” means a member of the Committee;
3. Syntax – In this Charter where the context requires, words importing the singular include the plural and vice versa, and words importing gender include the masculine, feminine and neutral genders.
4. Act Definitions – All words used in this Charter and defined in the Act shall have the meanings given to such words in the Act or in the related Parts thereof.

##### COMMITTEE MEMBERSHIP

5. Appointment to Committee – The membership of the Committee shall be comprised solely of directors of the Board who are not officers or employees of the Company. Members of the Committee shall be appointed from time to time by the Board and shall serve at the pleasure of the Board.
6. Number of Committee Members – The Committee shall consist of not less than three members.
7. Resignation and Vacancy – A member may resign from the Committee upon giving a written resignation to the Board, and such resignation becomes effective when received by the Board or at the time specified in the resignation, whichever is later.
8. Resident Canadians – A majority of the members of the Committee shall be resident Canadians.

##### MEETINGS OF THE COMMITTEE

9. Place of Meeting – Meetings of the Committee shall be held at the City of Ottawa, provided that all the members may, by an instrument in writing delivered before or after the meeting or by participating at the meeting, waive the place of each meeting, if outside the City of Ottawa, in which event any such meeting shall be considered to be duly constituted.
10. Meetings by Telephone – Any member may participate in a meeting of the Committee by means of telephone or other communications equipment as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, if all the members present at or participating in the meeting consent to the holding of the meeting in such manner, and a member participating in such a meeting by such means is deemed to be present at that meeting. Any such consent shall be effective whether given before or

after the meeting to which it relates and may be given with respect to all meetings of the Committee held while a member holds membership on the Committee.

11. Calling of Meetings – Any meeting of the Committee may be called by any member on not less than seven (7) days' written notice given to all other members, which written notice shall set out the place, day and time of the meeting.
12. Notice – Notice of meetings of the Committee shall set out the purpose of or the business to be transacted at the meeting.
13. Waiver of Notice – A member may in any manner, and whether before or after the meeting, waive a notice of a meeting of the Committee, in which event any such meeting shall be considered to be duly constituted notwithstanding the absence of notice in respect thereof; and attendance and participation of a member at a meeting of the Committee is a waiver of notice of the meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.
14. Quorum – The quorum for the transaction of business of any meeting of the Committee shall be a majority of the number of its members then in office.
15. Canadian Majority – Members shall not transact business at a meeting of the Committee unless a majority of members present are resident Canadians.
16. Chairman and Secretary – The member designated by the Board as chairman of the Committee shall act as chairman at any meeting of the Committee save that, if no such member has been designated or if said member is not then a member of the Committee or be absent, then those members present at any meeting of the Committee shall nominate and appoint from their number a member to act as chairman to the meeting. The secretary of the Company shall act as secretary at any meeting of the Committee and, if no secretary of the Company has been appointed or if the secretary be absent, the chairman of the meeting shall appoint a person who need not be a member of the Committee to act as secretary of the meeting.
17. Votes to Govern – At all meetings of the Committee any question shall be decided by a majority of the votes cast on the question, and in the case of an equality of votes on any question the chairman of the meeting shall not be entitled to a second or casting vote. Any question at a meeting of the Committee shall be decided by a show of hands unless a ballot is required or demanded.
18. Action by Committee – Subject to the terms of the delegation of power by the Board to the Committee, the powers of the Committee may be exercised by a duly constituted meeting at which a quorum is present and at which a majority of the members present are resident Canadians.
19. Action in Writing – A resolution in writing, signed by all the members entitled to vote on that resolution at a meeting of the Committee, is as valid as if it had been passed at a meeting of the Committee duly called and held.
20. Adjourned meeting – Notice of an adjourned meeting of the Committee is not required if the time and place of the adjourned meeting is announced at the original meeting.

#### **DELEGATION OF ADMINISTRATION**

21. Delegation – The day-to-day administration of the Committee may be delegated to such officers and employees of the Company as the Committee shall determine.

#### **NOTICES**

22. Method of Giving Notice – Any notice, communication or other document (“notice”) to be given, sent, delivered or served pursuant to the Act, the articles or by-laws of the Company, this Charter or otherwise to or on a shareholder, director, officer, auditor, member of a committee of the Board or other person shall be sufficiently given, sent, delivered or served if delivered personally to the person to whom it is to be given or

if delivered to his latest address as shown in the securities register or in the records of the Company, as the case may be, or if mailed to him at such address by prepaid ordinary mail, or if sent to him at such address by any means of prepaid transmitted or recorded communication. A notice so delivered shall be deemed to have been given when it is delivered personally or to such address as aforesaid; a notice so mailed shall be deemed to have been given when deposited in a post office or public letter box and shall be deemed to have been received on the fifth day after so depositing; and a notice so sent by any means of transmitted or recorded communication shall be deemed to have been given when dispatched or delivered to the appropriate communication company or agency or its representative for dispatch.

23. Computation of Time – In computing the date when notice must be given under any provision of this Charter requiring a specified number of days' notice of any meeting or other event, both the date of giving the notice and the date of the meeting or other event shall be excluded.
24. Omissions and Errors – The accidental omission to give any notice to any shareholder, director, officer, auditor, member of a committee of the Board or other person or the non-receipt of any notice by any such person, or any error in any notice not affecting the substance thereof, shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise based thereon.
25. Waiver of Notice – Any shareholder (or his duly appointed proxyholder), director, officer, auditor, member of a committee of the Board or other person may at any time waive the sending of any notice, or waive or abridge the time for any notice, required to be given to him under any provision of the Act, the articles or by-laws of the Company, this Charter or otherwise, and such waiver or abridgment shall cure any default in the giving or in the time of such notice, as the case may be. Any such waiver or abridgment shall be in writing, except a waiver of notice of a meeting may be given in any manner. Attendance by a person entitled to attend a meeting is a waiver of notice of the meeting except where such person attends at the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

SCHEDULE D  
INTOUCH INSIGHT LTD.



To: British Columbia Securities Commission  
Alberta Securities Commission  
Ontario Securities Commission  
TSX Venture Exchange

And to: MNP LLP  
BDO Canada LLP

Re: **Notice of Change of Auditor pursuant to National Instrument 51-102**

Intouch Insight Ltd. (the "Corporation") wishes to advise that the Corporation's auditor MNP LLP ("MNP"), has resigned effective May 5, 2022 at the request of the Corporation. The Board of Directors of the Corporation resolved on May 5, 2022, that BDO Canada LLP ("BDO") be appointed as successor auditor to fill the vacancy in the position of auditor of the Corporation.

The resignation of MNP and the appointment of BDO have been considered and approved by the Corporation's Audit Committee and Board of Directors. The Corporation's Audit Committee has reviewed the documents relating to the change of auditor.

There have been no reservations or modified opinions contained in the audit reports of MNP for the two most recently completed fiscal years ended December 31, 2020 and 2021 and any prior period. There are no reportable events (as defined in National Instrument 51-102) between the Corporation and MNP, and there have been no qualified opinions or denial of opinion of MNP.

Dated in Ottawa, Ontario, effective this 5<sup>th</sup> day of May, 2022.

**Intouch Insight Ltd.**

A handwritten signature in black ink, appearing to read "C. Smith".

Cathy Smith, CPA, CA  
CFO  
[csmith@intouchinsight.com](mailto:csmith@intouchinsight.com)  
613-270-7916



Tel: 514-931-0841  
Fax: 514-931-9491  
www.bdo.ca

BDO Canada s.r.l./S.E.N.C.R.L./LLP  
1000 De La Gauchetière Street West  
Suite 200  
Montréal, Québec H3B 4W5

May 5, 2022

British Columbia Securities Commission  
Alberta Securities Commission  
Ontario Securities Commission

Dear Sirs:

**Re: Intouch Insight Ltd.**

Notice of Change of Auditor dated May 5, 2022

Pursuant to National Instrument 51-102 (Section 4.11) we have read the above Change of Auditor of Intouch Insight Ltd. dated May 5, 2022 ("Notice").

Based on our knowledge, as of the date thereof, we agree with the statements made in the Notice as it pertains to our firm.

Yours very truly,

*BDO Canada s.r.l./S.E.N.C.R.L./LLP*

Chartered Professional Accountants



May 5, 2022

To: British Columbia Securities Commission  
Alberta Securities Commission  
Ontario Securities Commission  
TSX Venture Exchange

Re: Intouch Insight Ltd.  
Notice of Change of Auditor pursuant to National Instrument 51-102

Dear Sirs/Mesdames:

As required by National Instrument 51-102, we have reviewed the information contained in the notice of change of auditor (the "Notice") for Intouch Insight Ltd. dated May 5, 2022 and, based upon our firm's knowledge of the circumstances, we agree with the information contained in the Notice.

Yours truly,

A handwritten signature in black ink that reads 'MNP LLP' in a cursive, slightly stylized font.

Chartered Professional Accountants  
Licensed Public Accountants