



**PERK LABS INC.**

**NOTICE OF MEETING AND INFORMATION CIRCULAR**

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

**TO BE HELD ON JUNE 10, 2020**

*In light of the ongoing public health concerns related to the COVID-19 outbreak and in order to comply with the measures imposed by the federal and provincial governments, the Company is encouraging shareholders to vote on the matters before the meeting by proxy. The Company may take additional precautionary measures in relation to the meeting in response to further developments in the COVID-19 outbreak.*

*This document requires immediate attention. If you are in doubt as to how to deal with the documents or matters referred to in this Information Circular, you should contact your advisor immediately.*

## PERK LABS INC.

Suite 1755 – 555 Burrard Street  
Vancouver BC Canada V7X 1M9

### NOTICE OF MEETING

NOTICE IS HEREBY GIVEN THAT the annual general and special meeting (the “**Meeting**”) of the holders of Common Shares (the “**Shareholders**”) of Perk Labs Inc. (the “**Company**”) will be held at Suite 1755, 555 Burrard Street, Vancouver, British Columbia Canada V7X 1M9, on Wednesday, June 10, 2020 at 10:00 a.m. (Pacific time), for the following purposes:

1. to receive the audited annual financial statements of the Company for the fiscal year ended November 30, 2019 and the interim unaudited financial statements of the Company for the three months ended February 29, 2020;
2. to set the number of directors of the Company to be elected at five (5).
3. to elect the directors of the Company to hold office until the next annual meeting of Shareholders;
4. to appoint Saturna Group Chartered Accountants LLP as the Company’s auditor for the fiscal year ending November 30, 2020 and to authorize the Board of Directors to fix the remuneration to be paid to the auditor;
5. To consider and, if thought advisable, pass an ordinary resolution to ratify, confirm and approve a restricted share unit award plan for the Company dated effective September 17, 2019 (the “RSU Plan”), and to ratify, confirm and approve the prior issuance of restricted share unit awards pursuant to the RSU Plan, as more particularly described in the Company’s information circular dated May 8, 2020 accompanying this Notice of Meeting; and
6. to transact such other business as may be properly brought before the Meeting or any adjournment thereof.

The accompanying Information Circular provides additional information relating to the matters to be dealt with at the Meeting and is supplemental to, and expressly made a part of, this Notice of Meeting. In particular, disclosure concerning the matters set forth above is included in the “Particulars of Matters to be Acted Upon at the Meeting” section beginning on page 4 of the Information Circular.

The proxy materials for the Meeting, including the Information Circular, are also available on the Internet at [www.Perklabs.io](http://www.Perklabs.io) (under the “Investors” tab) or under the Company’s SEDAR profile at [www.sedar.com](http://www.sedar.com). This Notice of Meeting presents only an overview of the more complete proxy materials that are available on the Internet. The Company reminds you to access and review all of the important information contained in the accompanying Information Circular and other proxy materials before voting.

The Board of Directors has fixed May 6, 2020 as the Record Date for the determination of Shareholders entitled to receive notice of and to vote at the Meeting and at any adjournment or postponement thereof. Each registered Shareholder at the close of business on that date is entitled to receive notice and to vote at the Meeting in the circumstances set out in the accompanying Information Circular.

**YOU CANNOT VOTE BY RETURNING THIS NOTICE OF MEETING.** If you are a registered Shareholder and unable to attend the Meeting in person, please complete, date and sign the accompanying form of proxy and deposit it with the Company’s transfer agent, Computershare Investor Services Inc., Attention: Proxy Department at its office located on the 8th floor, 100 University Avenue, Toronto, Ontario, Canada M5J 2Y1 by no later than 10:00 a.m. (Pacific time) on Monday, June 8, 2020, or at least 48 hours (excluding Saturdays, Sundays and holidays recognized in the Province of British Columbia) before the time and date of any adjournment or postponement of the Meeting.

If you are a non-registered Shareholder and received this Notice of Meeting and accompanying materials through a broker, a financial institution, a participant, a trustee or administrator of a self-administered retirement savings plan, retirement income fund, education savings plan or other similar self-administered savings or investment plan registered under the *Income Tax Act* (Canada), or a nominee of any of the foregoing that holds your securities on your behalf (the “Intermediary”), please complete and return the materials in accordance with the instructions provided to you by your Intermediary.

Dated at Vancouver, British Columbia, Canada as of May 8, 2020.

BY ORDER OF THE BOARD OF DIRECTORS

*/s/ Jonathan Hoyles*

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Jonathan Hoyles  
Chief Executive Officer and Director

**PERK LABS INC.**  
Suite 1755 – 555 Burrard Street  
Vancouver BC Canada V7X 1M9

## **INFORMATION CIRCULAR**

### **INTRODUCTION**

This Information Circular accompanies the notice of annual general and special meeting (the “**Notice**”) and is being furnished to the holders of Common Shares of Perk Labs Inc. (the “**Company**”) in connection with the solicitation by the management of the Company of proxies to be voted at the annual general meeting (the “**Meeting**”) of shareholders to be held at 10:00 a.m. (Pacific time) on Wednesday, June 10, 2020 at Suite 1755, 555 Burrard Street, Vancouver, British Columbia Canada V7X 1M9, or at any adjournment or postponement thereof.

#### **Date and Currency**

The date of this Information Circular is May 8, 2020. Unless otherwise stated, all amounts herein are in Canadian dollars.

### **PROXIES AND VOTING RIGHTS**

#### **Management Solicitation**

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

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

The Company has arranged for intermediaries to forward the Meeting materials to beneficial owners of Common Shares of the Company (“**Common Shares**”) held of record by those intermediaries. The Company has distributed or made available for distribution, copies of the Notice, this Information Circular and form of proxy to clearing agencies, securities dealers, banks and trust companies or their nominees (collectively, the “**Intermediaries**”) for distribution to holders (the “**Beneficial Shareholders**”) of the Common Shares held of record by those Intermediaries. Such Intermediaries are required to forward such documents to the Beneficial Shareholders unless a Beneficial Shareholder has waived the right to receive them. The solicitation of proxies from Beneficial Shareholders will be carried out by the Intermediaries or by the Company if the names and addresses of the Beneficial Shareholders are provided by Intermediaries. The Company will pay the permitted fees and costs of the Intermediaries for reasonable fees and disbursements incurred in connection with the distribution of these materials.

The Company will pay for intermediaries to forward to non-objecting beneficial owners under National Instrument 54-101 *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”) the proxy-related materials and Form 54-101F7 *Request for Voting Instructions Made by Intermediary*.

These materials are being sent to both registered and non-registered owners of the securities. If you are a non-registered owner, and the issuer or its agent has sent these materials directly to you, your name and address and information about your holdings of securities, have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding on your behalf

## Appointment of Proxy

Registered shareholders are entitled to vote at the Meeting. Every registered shareholder is entitled to one vote for each Common Share that such registered shareholder holds on the Record Date of May 6, 2020 (the “**Record Date**”) on the resolutions to be voted upon at the Meeting, and any other matter to come before the Meeting. The list of registered shareholders is available for inspection during normal business hours at the offices of the Company’s registrar and transfer agent, Computershare Investor Services Inc. (the “**Transfer Agent**”), and will be available at the Meeting.

The persons named as proxyholders (the “**Designated Persons**”) in the enclosed form of proxy are: (1) **Kirk Herrington**, the Chair of the Board; or failing him (2) **Jonathan Hoyles**, the CEO and a director of the Company.

## Proxy Instructions

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

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

In order to be voted, the completed form of proxy must be received by the Company’s transfer agent, Computershare Investor Services Inc., Attention: Proxy Department at its office located on the 8th floor, 100 University Avenue, Toronto, Ontario, Canada M5J 2Y1, by mail or fax, no later than 10:00 a.m. (Pacific time) on Monday, June 8, 2020, or at least 48 hours (excluding Saturdays, Sundays and holidays recognized in the Province of British Columbia) before the time and date of any adjournment or postponement of the Meeting.

A proxy may not be valid unless it is dated and signed by the shareholder who is giving it or by that shareholder’s attorney-in-fact duly authorized by that shareholder in writing or, in the case of a corporation, dated and executed by a duly authorized officer or attorney-in-fact for the corporation. If a form of proxy is executed by an attorney-in-fact for an individual shareholder or joint shareholders, or by an officer or attorney-in-fact for a corporate shareholder, the instrument so empowering the officer or attorney-in-fact, as the case may be, or a notarially-certified copy thereof, must accompany the form of proxy.

## Revocation of Proxy

A registered shareholder who has given a proxy may revoke it at any time before it is exercised by an instrument in writing: (a) executed by that shareholder or by that shareholder’s attorney-in-fact authorized in writing or, where the shareholder is a corporation, by a duly authorized officer of, or attorney-in-fact for, the corporation; and (b) delivered either: (i) to the Company at the address set forth above, at any time up to and including the last business day preceding the day of the Meeting or, if adjourned or postponed, any reconvening thereof, or (ii) to the Chair of the Meeting prior to the vote on matters covered by the proxy on the day of the Meeting or, if adjourned or postponed, any reconvening thereof, or (iii) in any other manner provided by law.

Also, a proxy will automatically be revoked by either: (i) attendance at the Meeting and participation in a poll (ballot) by a registered shareholder, or (ii) submission of a subsequent proxy in accordance with the foregoing procedures. A revocation of a proxy does not affect any matter on which a vote has been taken prior to any such revocation.

## Voting of Common Shares and Proxies and Exercise of Discretion by Designated Persons

A shareholder may indicate the manner in which the Designated Persons are to vote with respect to a matter to be voted upon at the Meeting by marking the appropriate space. If the instructions as to voting indicated in the proxy are certain, the Common Shares represented by the proxy will be voted or withheld from voting in accordance with the instructions given in the proxy. If the shareholder specifies a choice in the proxy with respect to a matter to be acted upon, then the Common Shares represented will be voted or withheld from the vote on that matter accordingly. **The Common Shares represented by a proxy will be voted or withheld from voting in accordance with the instructions of the shareholder on any ballot that may be called for and if the**

shareholder specifies a choice with respect to any matter to be acted upon, the Common Shares will be voted accordingly.

**IF NO CHOICE IS SPECIFIED IN THE PROXY WITH RESPECT TO A MATTER TO BE ACTED UPON, THE PROXY CONFERS DISCRETIONARY AUTHORITY WITH RESPECT TO THAT MATTER UPON THE DESIGNATED PERSONS NAMED IN THE FORM OF PROXY. IT IS INTENDED THAT THE DESIGNATED PERSONS WILL VOTE THE COMMON SHARES REPRESENTED BY THE PROXY IN FAVOUR OF EACH MATTER IDENTIFIED IN THE PROXY.**

The enclosed form of proxy confers discretionary authority upon the persons named therein with respect to other matters which may properly come before the Meeting, including any amendments or variations to any matters identified in the Notice, and with respect to other matters which may properly come before the Meeting. At the date of this Information Circular, management of the Company is not aware of any such amendments, variations or other matters to come before the Meeting.

In the case of abstentions from, or withholding of, the voting of the Common Shares on any matter, the Common Shares that are the subject of the abstention or withholding will be counted for determination of a quorum, but will not be counted as affirmative or negative on the matter to be voted upon.

### **ADVICE TO BENEFICIAL SHAREHOLDERS**

**The information set out in this section is of significant importance to those shareholders who do not hold shares in their own name. Shareholders who do not hold their shares in their own name (referred to in this Information Circular as “Beneficial Shareholders”) should note that only proxies deposited by shareholders whose names appear on the records of the Company as the registered holders of Common Shares can be recognized and acted upon at the Meeting.** If Common Shares are listed in an account statement provided to a shareholder by a broker, then in almost all cases those Common Shares will not be registered in the shareholder’s name on the records of the Company. Such Common Shares will more likely be registered under the names of the shareholder’s broker or an agent of that broker. In the United States, the vast majority of such Common Shares are registered under the name of Cede & Co. as nominee for The Depository Trust Company (which acts as depository for many U.S. brokerage firms and custodian banks), and in Canada, under the name of CDS & Co. (the registration name for The Canadian Depository for Securities Limited, which acts as nominee for many Canadian brokerage firms). **Beneficial Shareholders should ensure that instructions respecting the voting of their Common Shares are communicated to the appropriate person well in advance of the Meeting.**

The Company does not have access to the names of Beneficial Shareholders. Applicable regulatory policy requires intermediaries/brokers to seek voting instructions from Beneficial Shareholders in advance of shareholders’ meetings. Every intermediary/broker has its own mailing procedures and provides its own return instructions to clients, which should be carefully followed by Beneficial Shareholders in order to ensure that their Common Shares are voted at the Meeting. The form of proxy supplied to a Beneficial Shareholder by its broker (or the agent of the broker) is similar to the Form of Proxy provided to registered shareholders by the Company. However, its purpose is limited to instructing the registered shareholder (the broker or agent of the broker) how to vote on behalf of the Beneficial Shareholder. The majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. (“**Broadridge**”) in the United States and in Canada. Broadridge typically prepares a special voting instruction form, mails this form to the Beneficial Shareholders and asks for appropriate instructions regarding the voting of Common Shares to be voted at the Meeting. Beneficial Shareholders are requested to complete and return the voting instructions to Broadridge by mail or facsimile. Alternatively, Beneficial Shareholders can call a toll-free number and access Broadridge’s dedicated voting website (each as noted on the voting instruction form) to deliver their voting instructions and to vote the Common Shares held by them. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of shares to be represented at the Meeting. **A Beneficial Shareholder who receives a Broadridge voting instruction form cannot use that form as a proxy to vote Common Shares directly at the Meeting. Rather, such a voting instruction form must be returned to Broadridge well in advance of the Meeting in order to have the Common Shares voted at the Meeting.**

Although a Beneficial Shareholder may not be recognized directly at the Meeting for the purposes of voting Common Shares registered in the name of his or her broker (or agent of the broker), a Beneficial Shareholder may attend at the Meeting as proxyholder for the registered shareholder and vote the Common Shares in that capacity. Beneficial Shareholders who wish to attend at the Meeting and indirectly vote their Common Shares as proxyholder for the registered shareholder should enter their own names in the blank space on the instrument of proxy provided

to them and return the same to their broker (or the broker's agent) in accordance with the instructions provided by such broker (or agent), well in advance of the Meeting.

Alternatively, a Beneficial Shareholder may request in writing that his or her broker send to the Beneficial Shareholder a legal proxy which would enable the Beneficial Shareholder to attend the Meeting and vote his or her Common Shares.

All references to shareholders in this Information Circular are to registered shareholders, unless specifically stated otherwise.

## **VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES**

The Company is authorized to issue an unlimited number of Common Shares without par value. As of the date of this Information Circular, a total of 141,405,920 Common Shares were issued and outstanding. Each common share carries the right to one vote at the Meeting.

Only registered shareholders as of May 6, 2020, being the Record Date, are entitled to receive notice of, and to attend and vote at, the Meeting or any adjournment or postponement thereof.

As of the date of this Information Circular, to the knowledge of the directors and senior officers of the Company, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, Common Shares carrying more than 10% of the voting rights attached to the outstanding Common Shares of the Company.

## **PARTICULARS OF MATTERS TO BE ACTED UPON AT THE MEETING**

### **Presentation of Financial Statements**

The audited financial statements of the Company for the fiscal year ended November 30, 2019, together with the report of the auditor thereon, as well as the interim unaudited financial statements of the Company for the three months ended February 29, 2020, will be placed before the Meeting. Receipt at the Meeting of those financial statements will not constitute approval or disapproval of any matters referred to therein. No vote will be taken on the financial statements, which are available for viewing under the Company's SEDAR profile at [www.sedar.com](http://www.sedar.com).

Pursuant to National Instrument 51-102 *Continuous Disclosure Obligations* ("NI 51-102") and NI 54-101, a person or corporation who in the future wishes to receive annual and interim financial statements from the Company must deliver a written request for such material to the Company. Shareholders who wish to receive annual and interim financial statements are encouraged to complete the appropriate section on the enclosed request form and send it to the Transfer Agent.

### **Number of Directors**

At the Meeting, shareholders will be asked to approve an ordinary resolution to confirm the number of directors to be elected at five (5) directors.

**Management recommends that shareholders vote FOR confirming of the number of directors of the Company to be elected annually at five (5).**

### **Election of Directors**

The directors of the Company are elected at each annual meeting of shareholders and hold office until the next annual meeting, or until their successors are duly elected or appointed in accordance with the Company's Articles or until such director's earlier resignation, removal or death. In the absence of instructions to the contrary, the enclosed form of proxy will be voted for the nominees listed in the form of proxy.

Management of the Company proposes to nominate the persons named in the table below for election by the shareholders as directors of the Company. Information concerning such persons, as furnished by the individual nominees, as of the date of this Information Circular, is as follows:

Name, Province, Country of Residence and Position(s) with the Company	Principal Occupation, Business or Employment for Last Five Years <sup>(1)</sup>	Director Since	Number of Common Shares Owned <sup>(1)</sup>
<b>Kirk Herrington</b> <sup>(2)(3)</sup> British Columbia, Canada <i>Director</i>	Mr. Herrington is Chief Operating Officer and Chief Technology Officer with Connect2Classes.  He is also the CEO of mPloy Solutions Inc., a software technology company that helps hospitality organizations find shift workers.	October 29, 2015	100,000
<b>James Topham</b> <sup>(2)</sup> British Columbia, Canada <i>Director</i>	Mr. Topham is currently a Director of UrtheCast Inc. (TSX:UR), a technology company, and Novoheart Limited (TSX-V:NVH), a biotechnology company.  Formerly: Director of Norsat International Inc.(TSX:NII), a satellite imaging company; Director of LED Medical Diagnostics Inc. (TSX-V:LMD), a dental imaging technology company; Chair of the Board and Audit Committee of Epic Fusion Corp.; Director and Audit Committee Chair of DDS Wireless International; Director of 3 Tier Logic Inc.; Audit Partner in KPMG's Technology Group in Vancouver BC.	May 12, 2016	Nil
<b>Larry Timlick</b> <sup>(2)(3)</sup> British Columbia, Canada <i>Director</i>	Mr. Timlick is currently the President of Triplet Management, a Board Member of CounterPath Corporation (NASDAQ: CPAH TSX:PATH), a software company; Para Resources Inc. (TSXV:PBR), a mining company, Myriad Metals Corp. (MMC.CN), a resource company and Rojo Resources Ltd. (TSXV:RJ.H), an exploration company.  Formerly: VP of Western Canada and Director of Networking Sales for Avaya Inc.; Regional Sales Leader, Western Canada for Arista Networks, Inc. (NYSE:ANET); Board member of Sora Capital Corp. and Elevation Capital Corp.	April 18, 2017	81,828
<b>Steven Cadigan</b> <sup>(3)</sup> California, USA <i>Director</i>	Mr. Cadigan is currently the founder of Cadigan Talent Ventures, a Director of Certn and Giroux Glass, and co-founder of ISDI Digital University  Formerly: VP Talent at LinkedIn Corporation; VP Human Resources at Electronic Arts and PMC Sierra	June 12, 2018	Nil
<b>Jonathan Hoyles</b> Vancouver, BC <i>Director &amp; CEO</i>	Currently: Director & CEO at Perk Labs, Perk Hero Software Inc., Glance Pay USA Inc., and Glance Coin Inc., and Director of Converge MobiSolutions Inc.  Formerly: Chief Commercial Officer & General Counsel at Perk Labs  Formerly: VP, Legal & General Counsel at Skidmore Group	Director and CEO June 12, 2019  Formerly Chief Commercial Officer & General Counsel  January 2, 2018	3,998,681

**Notes:**

- (1) The number of common shares beneficially owned, or controlled or directed, directly or indirectly, at the date of this Information Circular is based upon information furnished to the Company by the individual directors.
- (2) Member of the Audit Committee.
- (3) Member of the Compensation Committee.

**Management recommends that shareholders vote FOR the resolution to elect each of the nominees listed above as a director of the Company for the ensuing year.**

Management does not contemplate that any of its nominees will be unable to serve as directors. If any vacancies occur in the slate of nominees listed above before the Meeting, then the Designated Persons intend to exercise discretionary authority to vote the common shares represented by proxy for the election of any other persons as directors.

#### *Advance Notice Policy*

On February 23, 2018, the Company adopted an advance notice policy (the “**Advance Notice Policy**”) that requires that advance notice to the Company must be provided in circumstances where nominations of persons for election to the Board of Directors are made by shareholders of the Company, subject only to the *Business Corporations Act* (British Columbia) and the Articles of the Company. The full text of the Advance Notice Policy is available on SEDAR at [www.sedar.com](http://www.sedar.com).

Among other things, the Advance Notice Policy fixes a deadline by which holders of record of Common Shares must submit director nominations to the secretary of the Company prior to any annual or special meeting of shareholders and sets forth the specific information that a shareholder must include in the written notice to the secretary of the Company for an effective nomination to occur. No person will be eligible for election as a director of the Company unless nominated in accordance with the provisions of the Advance Notice Policy.

In the case of an annual meeting of shareholders, notice to the Company must be made not less than 30 days prior to the date of the annual meeting; provided, however, that in the event that the annual meeting is to be held on a date that is less than 50 days after the date on which the first public announcement of the date of the annual meeting was made, notice may be made not later than the close of business on the 10th day following such public announcement.

In the case of a special meeting of shareholders (which is not also an annual meeting), notice to the Company must be made not later than the close of business on the 15th day following the day on which the first public announcement of the date of the special meeting was made.

The Board of Directors may, in its sole discretion, waive any requirement of the Advance Notice Policy.

#### *Majority Voting Policy*

The Corporation has adopted a majority voting policy where any nominee proposed for election as a director is required to tender his or her resignation if the director receives more “Withheld” votes than “For” votes (i.e., a majority of withheld votes) at any meeting where Shareholders vote on the election of directors. The Board of Directors will make a decision whether or not to accept the resignation to the Board of Directors, but in the absence of exceptional circumstances, the Board of Directors shall accept such resignation. Within 90 days after the meeting, the Board of Directors will issue a press release either announcing the resignation of the director or explaining the reasons justifying its decision not to accept the resignation. A director who tenders a resignation pursuant to this policy will not participate in any meeting of the Board of Directors at which the resignation is considered.

#### *Minimum Share Ownership Policy*

The Company has adopted a minimum share ownership policy for its non-employee directors (the “**Ownership Policy**”). Pursuant to the Ownership Policy, all independent directors must maintain a minimum ownership of 100,000 Common Shares after serving on the Board of Directors for at least three (3) years. All vested stock options exercisable to acquire Common Shares (“**Options**”) (net of that number of Common Shares that such director would need to sell to cover the exercise price with respect to such vested Options) shall be treated as Common Shares owned by such director with respect to the minimum ownership requirement. The Ownership Policy is intended to encourage independent directors to own Common Shares whether or not they receive compensation beyond Options for serving on the Board of Directors.

#### *Cease Trade Orders*

No proposed director of the Company is, or within the 10 years before the date of this Information Circular has been, a director, chief executive officer or chief financial officer of any company that:

- (a) was subject to an order that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or
- (b) was subject to an order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

### *Bankruptcies*

No proposed director of the Company is, or within 10 years before the date of this Information Circular has been, a director or executive officer of any company that, while the person was acting in that capacity, or within a year of that person ceasing to act in the capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold its assets.

### *Personal Bankruptcies*

No proposed director of the Company has, within 10 years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

### *Securities Related Penalties and Sanctions*

No proposed director has been subject to, or entered into a settlement agreement resulting from:

- (a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or
- (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

### **Appointment of Auditor**

At the Meeting, shareholders will be asked to pass an ordinary resolution re-appointing Saturna Group Chartered Accountants LLP as the auditor of the Company to hold office until the next annual meeting of the shareholders or until such firm is removed from office or resigns as provided by law and to authorize the Board of Directors to fix the remuneration to be paid to the auditor. Saturna Group Chartered Accountants LLP, of Vancouver, British Columbia, has served as the auditor of the Company since December 2015.

**Management recommends that shareholders approve the appointment of Saturna Group Chartered Accountants LLP as the auditor of the Company for the fiscal year ended November 30, 2020, at a remuneration to be fixed by the Board of Directors.**

### **Approval of Restricted Share Unit Award Plan**

At the Meeting, shareholders will be asked to consider and, if thought advisable, pass with or without variation, an ordinary resolution (the “**RSU Plan Resolution**”) to ratify, confirm and approve a restricted share unit award plan (the “**RSU Plan**”) dated effective September 17, 2019 for its directors, officers and employees and to ratify, confirm and approve the prior issuance of any restricted share unit awards (“**RSUs**”) pursuant to the RSU Plan. A copy of the full text of the RSU Plan is attached as Schedule “A”. If the RSU Plan Resolution is passed at the Meeting, a copy of the RSU Plan will be filed at (a) [www.sedar.com](http://www.sedar.com) under the Company’s SEDAR profile as a “document affecting the rights of securityholders (or amendment thereto)”; and (b) will be available for review at the registered and records office of the Company at Suite 1755 – 555 Burrard Street, Vancouver, BC V7X 1M9 during normal business hours.

### *Background*

To promote the alignment of directors, officers and employees’ interests with those of shareholders, and to assist with the Company attracting, retaining and motivating its directors, officers and employees, the Board of Directors

has adopted the RSU Plan for directors, officers and employees of the Company, subject to the approval of such plan by disinterested shareholders at the Meeting. The RSU Plan will be administered by the Compensation Committee.

The RSU Plan, as described more fully below, was developed by management of the Company and the Compensation Committee and, subject to approval by disinterested shareholders, is share-based incentive compensation for directors, officers and employees.

As at the date of this Information Circular, the Company has granted RSUs as follows, subject to the approval of such grants by disinterested shareholders at the Meeting:

Recipient	Number of RSUs	Number of Common Shares Underlying RSUs	Vesting Terms
Employees	876,000	876,000	vest quarterly over 36 months, some with performance milestones
Directors	2,146,088	2,146,088	earlier of expiry, or on termination as Director
Officer - CEO	692,034	692,034	vest quarterly over 36 months

A summary of the material terms of the RSU Plan is set out below, which is qualified by the full text of the RSU Plan attached at Schedule "A", and shareholders are encouraged to read the RSU Plan in full.

#### *Summary*

All directors, officers and employees of the Company are eligible to participate in the RSU Plan ("**Award Participants**"). Award Participants may be awarded RSUs from time to time at the discretion of the Compensation Committee. Each RSU confers on their holder the right to receive one Common Share from treasury (subject to adjustment in accordance with the RSU Plan), upon the completion of certain conditions during such periods as the Compensation Committee shall establish.

The maximum number of Common Shares that may be issuable pursuant to the RSU Plan, combined with all of the Company's other security based compensation arrangements, including the Plan (as defined below), shall not exceed 10% of the outstanding Common Shares. The number of Common Shares that may be issued under any RSU will be determined by the Compensation Committee, provided that the number of Shares reserved for issuance to any one Award Participant pursuant to the RSU Plan combined with all of the Company's other security compensation based arrangements, including the Plan, within any one year period shall not, in aggregate, exceed 5% of the total number of outstanding Common Shares and the number of Common Shares (i) issuable, at any time, to Award Participants that are insiders of the Company and (ii) issued to Award Participants that are insiders of the Company within any one year period pursuant to the RSU Plan, or when combined with all of the Company's other security based compensation arrangements that provide for the issuance from treasury or potential issuance from treasury of Common Shares shall not, in aggregate, exceed 10% of the total number of outstanding Common Shares. Rights or interests of an Award Participant under the RSU Plan may not be assigned except pursuant to a will or by the laws of succession and distribution.

Under no circumstances shall RSUs be considered Common Shares nor entitle an Award Participant to any rights as a shareholder of the Company, including, without limitation, voting rights, distribution entitlements (other than as set out below) or rights on liquidation. Fractional Awards (as defined in the RSU Plan) may accrue pursuant to the RSU Plan. Each RSU will be payable in Common Shares. The Company is authorized to take such steps as may be necessary to ensure all Applicable Withholding Taxes (as defined in the RSU Plan) are withheld, deducted and remitted as required by law.

RSUs credited to an Award Participant shall count towards any such employee's ownership requirements as prescribed from time to time by the Board of Directors.

The Board of Directors or the Compensation Committee may, in their sole discretion, determine: (i) the time during which RSUs shall vest and whether there shall be any other conditions or performance criteria to vesting; (ii) the method of vesting; or (iii) that no vesting restrictions shall exist. In the absence of any determination by the Board of Directors or the Compensation Committee to the contrary, RSUs will vest three years after the date of grant.

Except as otherwise determined by the Compensation Committee, upon the termination of an Award Participant's employment (as determined under criteria established by the Compensation Committee), including by way of death, retirement, disability, termination without cause and termination for cause during the term of a RSU, all unvested RSUs held by the Award Participant shall be forfeited and cancelled; provided, however, that the Compensation Committee may, if it determines that a waiver would be in the best interest of the Company, waive in whole or in part any or all remaining restrictions or conditions with respect to any such RSU.

Any unvested RSUs held by an Award Participant at the time of a Merger and Acquisition Transaction (as defined in the RSU Plan) shall immediately vest if either (i) the Award Participant is either terminated without cause or resigns with good reason (as such term has been defined under common law, including any reason that would be considered to amount to constructive dismissal by a court of competent jurisdiction) from their position with the Company within the period ending 12 months from the date of the completion of the Merger and Acquisition Transaction, or (ii) the Compensation Committee, acting reasonably, determines that an adjustment to the number and type of Common Shares (or other securities or other property) issuable pursuant to a RSU resulting from a Merger and Acquisition Transaction is impractical or impossible. In such an event, the Compensation Committee shall, acting reasonably, determine the extent to which the Award Participant met the conditions for vesting of RSUs.

The administration of the RSU Plan shall be subject to and performed in conformity with all applicable laws, regulations, orders of governmental or regulatory authorities and the requirements of any stock exchange on which the Common Shares are listed. Each Award Participant shall comply with all such laws, regulations, rules, orders and requirements, and shall furnish the Company with any and all information and undertakings, as may be required to ensure compliance therewith.

The RSU Plan provides that the Company may make any amendment to any RSU or the RSU Plan with the approval of shareholders, including any amendment that would:

- (a) increase the number of Common Shares, or rolling maximum, reserved for issuance under the RSU Plan;
- (b) extend the term of a RSU beyond its original expiry time; or
- (c) result in any modification to the amendment provisions of the RSU Plan.

The RSU Plan also permits the Company to make any amendment other than those listed above without prior approval of shareholders, including:

- (a) amendments of a clerical nature, including but not limited to the correction of grammatical or typographical errors or clarification of terms;
- (b) amendments to reflect any requirements of any regulatory authorities to which the Company is subject, including the Canadian Securities Exchange (the "**CSE**");
- (c) amendments to any vesting provisions of a RSU; and
- (d) amendments to the expiration date of a RSU that does not extend the term of a RSU past the original date of expiration for such RSU.

At the Meeting, shareholders will be asked to consider, and if deemed advisable, pass the RSU Plan Resolution, as follows:

"RESOLVED, as an ordinary resolution, THAT:

1. the adoption by the Company of and the performance of its obligations under the restricted share unit award plan (the "**RSU Plan**"), as more particularly described in the management information circular dated May 8, 2020, is hereby ratified, confirmed and approved;
2. the issuance of any restricted share unit awards by the Company prior to the date of this resolution are hereby ratified, confirmed and approved;
3. notwithstanding that the foregoing resolutions have been duly passed, the Board of Directors of the Company (the "**Board of Directors**") may, without further notice to or approval of the shareholders, arrange for the implementation of the RSU Plan or modify the RSU Plan, provided that any modification will not be materially prejudicial to shareholders and such modification is in accordance with the terms of the RSU Plan; and

4. the Board of Directors is hereby authorized to execute or cause to be executed on behalf of the Company or to deliver or cause to be delivered all such documents, agreements and instruments and do or cause to be done all such other acts and things as they shall determine to be necessary or desirable in order to carry out the intent of the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the executed and delivery of such document, agreement or instrument or the doing of any such act or thing.

**Management recommends that shareholders approve the RSU Plan Resolution.**

## **STATEMENT OF EXECUTIVE COMPENSATION**

### **Definitions**

For the purpose of this Information Circular:

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

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

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

“**named executive officer**” or “**NEO**” means each of the following individuals:

- (a) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief executive officer, including an individual performing functions similar to a chief executive officer;
- (b) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief financial officer, including an individual performing functions similar to a chief financial officer;
- (c) in respect of the Company and its subsidiaries, the most highly compensated executive officer other than the individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than \$150,000, as determined in accordance with subsection 1.3(5) of Form 51-102FV6 *Statement of Executive Compensation – Venture Issuers*, for that financial year; and
- (d) each individual who would be a named executive officer under paragraph (c) but for the fact that the individual was not an executive officer of the Company, and was not acting in a similar capacity, at the end of that financial year;

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

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

### **Director and Named Executive Officer Compensation**

The following table summarizes the compensation paid to each director and NEO for each of the Company’s two most recently completed financial years:

Table of Compensation Excluding Compensation Securities							
Name and Position	Year Ended November 30	Salary, Consulting Fee, Retainer or Commission (\$)	Bonus (\$)	Committee or Meeting Fees (\$)	Value of Perquisites (\$)	Value of All Other Compensation (\$)	Total Compensation (\$)
<b>Jonathan Hoyles</b> <i>Chief Executive Officer &amp; Director</i>	2019	180,000 <sup>(1)</sup>	Nil	Nil	Nil	Nil	180,000
	2018	150,577 <sup>(2)</sup>	Nil	Nil	Nil	Nil	150,577
<b>Tracey St. Denis</b> <i>Chief Financial Officer</i>	2019	10,000 <sup>(3)</sup>	Nil	Nil	Nil	Nil	10,000
<b>Gary Zhang</b> <i>Chief Technology Officer</i>	2019	68,575 <sup>(4)</sup>	Nil	Nil	Nil	Nil	68,575
<b>Desmond Griffin</b> <i>former Chief Executive Officer and Director</i>	2019	69,230 <sup>(5)</sup>	Nil	Nil	Nil	Nil	69,230
	2018	120,000 <sup>(6)</sup>	Nil	Nil	Nil	Nil	120,000
<b>Laura Burke</b> <i>former Chief Financial Officer</i>	2019	78,060 <sup>(7)</sup>	Nil	Nil	Nil	Nil	78,060
	2018	116,795 <sup>(8)</sup>	Nil	Nil	Nil	Nil	116,795
<b>Steven Cadigan</b> <i>Director</i>	2019	Nil	Nil	48,750 <sup>(9)</sup>	Nil	Nil	48,750
	2018	Nil	Nil	30,000 <sup>(10)</sup>	Nil	Nil	30,000
<b>Kirk Herrington</b> <i>Chair of the Board and Director</i>	2019	Nil	Nil	65,000 <sup>(11)</sup>	Nil	Nil	65,000
	2018	Nil	Nil	40,000 <sup>(10)</sup>	Nil	Nil	40,000
<b>Larry Timlick</b> <i>Director</i>	2019	Nil	Nil	48,750 <sup>(9)</sup>	Nil	Nil	48,750
	2018	Nil	Nil	30,000 <sup>(10)</sup>	Nil	Nil	30,000
<b>James Topham</b> <i>Director</i>	2019	Nil	Nil	65,000 <sup>(11)</sup>	Nil	Nil	65,000
	2018	Nil	Nil	40,000 <sup>(10)</sup>	Nil	Nil	40,000

**Notes:**

- (1) \$90,000 of this amount represents compensation paid to Mr. Hoyles in respect of his position as Chief Commercial Officer and General Counsel of the Company for the first 6 months of the fiscal year, and \$90,000 of this amount represents compensation in respect of his position as interim Chief Executive Officer of the Company for the last 6 months of the fiscal year. Mr. Hoyles was appointed as a Director of the Company on June 12, 2019 and he has received no additional compensation for his services as a director. On December 23, 2019 Mr. Hoyles was appointed as the Company's Chief Executive Officer.
- (2) Mr. Hoyles was appointed as the Company's In-house Legal Counsel effective January 2, 2018 and \$81,346 of this amount represents compensation paid to Mr. Hoyles in respect of that position for the first 6 months of the fiscal year. \$69,231 of this amount represents compensation paid to Mr. Hoyles in respect of his position as Chief Commercial Officer and General Counsel of the Company for the last 6 months of the fiscal year.
- (3) Ms. St. Denis was appointed as the Company's CFO effective October 1, 2019. This amount was paid to T. St. Denis, Inc., a company owned by Ms. St. Denis. This amount represents 2 months of the fiscal year.
- (4) Mr. Zhang was appointed as the Company's CTO effective June 6, 2019. This amount was paid to Prime Objects Software Inc., a company owned by Mr. Zhang. \$3,450 of this amount was paid to Mr. Zhang for consulting services prior to his appointment as CTO. \$61,125 of this amount was paid in cash, representing Mr. Zhang's salary for 6 months of the fiscal year, and \$4,000 of this amount was paid through the issuance of 80,000 Common Shares, at an issue price of \$0.05 per Common Share, representing Mr. Zhang's salary for 1 month of the fiscal year.
- (5) Mr. Griffin resigned as a Director and as the Company's CEO on June 12, 2019 and this amount represents 5.5 months of the fiscal year.
- (6) Paid to Mr. Griffin in cash pursuant to a management agreement dated November 1, 2015 as amended and restated on February 1, 2016 and March 15, 2016.
- (7) Ms. Burke resigned as the Company's CFO effective June 21, 2019. This amount represents 6 months of the fiscal year.
- (8) Paid to Ms. Burke in cash pursuant to an employment agreement dated September 13, 2016.
- (9) This amount represents Directors' fees paid in cash for 2019. In addition, subsequent to the year-end, 244,566 RSUs were granted, representing 37.5% of Directors' fees earned in Q2 and Q3 of 2019 and 136,364 RSUs were granted, representing 50% of Directors' fees earned in Q4 of 2019. The RSUs are subject to approval at the Meeting.
- (10) Directors' fees paid to directors pursuant to a resolution passed June 28, 2018. This amount represents six months of the year.
- (11) This amount represents Directors' fees paid in cash for 2019. In addition, subsequent to the year-end, 326,086 RSUs were granted, representing 37.5% of Directors' fees earned in Q2 and Q3 of 2019 and 181,818 RSUs were granted, representing 50% of Directors' fees earned in Q4 of 2019. The RSUs are subject to approval at the Meeting.

## Stock Options, RSUs and Other Compensation Securities

The following compensation securities were granted to the directors and NEO's of the Company in the Company's most recently completed financial year ended November 30, 2019:

Name and Position	Type of Compensation Security	Number of Compensation Securities and Number of Underlying Securities and Percentage of Class <sup>(1)</sup>	Date of Grant	Exercise Price (\$)	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end (\$)	Expiry Date
<b>Jonathan Hoyles</b> <i>Chief Executive Officer &amp; Director</i>	Options	650,000 <sup>(2)</sup> (7.62%)	04/23/2019	0.155	0.155	0.055	04/23/2024
	RSUs	400,000 <sup>(3)</sup> (35.5%)	11/29/2019	N/A	0.055	0.055	11/29/2022
<b>Tracey St. Denis</b> <i>Chief Financial Officer</i>	Options	150,000 <sup>(4)</sup> (1.76%)	10/01/2019	0.10	0.04	0.055	10/01/2024
<b>Gary Zhang</b> <i>Chief Technology Officer</i>	Options	350,000 <sup>(5)</sup>	06/25/2019	0.11	0.11	0.055	06/25/2024
	Options	350,000 <sup>(6)</sup> (8.21%)	10/28/2019	0.10	0.065	0.055	10/28/2024
<b>Desmond Griffin</b> <i>former Chief Executive Officer and Director</i>	Options	Nil	N/A	N/A	N/A	N/A	N/A
<b>Laura Burke</b> <i>former Chief Financial Officer</i>	Options	488,000 <sup>(7)</sup> (5.72%)	04/23/2019	0.155	0.155	0.055	04/23/2024 <sup>(7)</sup>
<b>Steven Cadigan</b> <i>Director</i>	Options	350,000 <sup>(8)</sup> (4.1%)	04/23/2019	0.155	0.155	0.055	04/23/2024
<b>Kirk Herrington</b> <i>Chair of the Board and Director</i>	Options	562,500 <sup>(9)</sup> (6.6%)	04/23/2019	0.155	0.155	0.055	04/23/2024
<b>Larry Timlick</b> <i>Director</i>	Options	550,000 <sup>(10)</sup> (6.45%)	04/23/2019	0.155	0.155	0.055	04/23/2024
<b>James Topham</b> <i>Director</i>	Options	500,000 <sup>(11)</sup> (5.86%)	04/23/2019	0.155	0.155	0.055	04/23/2024

### Notes:

- (1) Based on 8,528,500 Options and 1,126,000 RSUs granted as at November 30, 2019. The RSUs are subject to approval at the Meeting.
- (2) During the fiscal year ended November 30, 2019, 400,000 of Mr. Hoyles' Options were voluntarily forfeited and cancelled (200,000 at \$0.50 and 200,000 at \$0.34). As at November 30, 2019 and as of the Record Date, Mr. Hoyles held 650,000 Options (2018: 400,000). Of these, 475,000 are fully-vested and the balance vest as follows: 50,000 vest on June 28, 2020, 62,500 vest on October 23, 2020 and 62,500 vest on April 23, 2021.
- (3) The RSUs vest quarterly, beginning August 31, 2020. All unvested RSUs will be forfeited and cancelled upon termination of employment.
- (4) As at November 30, 2019 and as of the Record Date, Ms. St. Denis held 150,000 Options. Of these, 37,500 are fully-vested and the balance vest quarterly over the next 18 months.
- (5) 350,000 Options were granted to Mr. Zhang on June 25, 2019. Of these, 250,000 vested on the date of grant and 100,000 vest upon the achievement of performance milestones. As of the Record Date, these Options were fully-vested.
- (6) 350,000 Options were granted on October 28, 2019 to Prime Objects Software Inc., a company owned by Mr. Zhang. These Options vest upon the achievement of performance milestones by Mr. Zhang. As of the Record Date, 150,000 of these Options were vested.
- (7) Ms. Burke resigned as the Company's CFO effective June 21, 2019, and 262,500 unvested Options at \$0.155 were cancelled on that date. The balance of 225,500 vested options at \$0.155 were cancelled 90 days post-resignation. As at November 30, 2019 and as of the Record Date, Ms. Burke held Nil Options (2018: 338,000).
- (8) During the fiscal year ended November 30, 2019, 200,000 of Mr. Cadigan's Options at \$0.34 were voluntarily forfeited and cancelled. As at November 30, 2019 and as of the Record Date, Mr. Cadigan held 350,000 Options (2018: 200,000). Of these, 225,000 are fully-vested and the balance vest over the next 12 months. as follows: 50,000 vest on July 31, 2020, 37,500 vest on October 23, 2020 and 37,500 vest on April 23, 2021.

- (9) *During the fiscal year ended November 30, 2019, 412,500 of Mr. Herrington's Options were voluntarily forfeited and cancelled (25,000 at \$0.295 and 387,500 at \$0.34). As at November 30, 2019 and as of the Record Date, Mr. Herrington held 562,500 Options (2018: 412,500). Of these, 437,500 are fully-vested and the balance vest over the next 12 months as follows: 50,000 vest on July 31, 2020, 37,500 vest on October 23, 2020 and 37,500 vest on April 23, 2021.*
- (10) *During the fiscal year ended November 30, 2019, 400,000 of Mr. Timlick's Options were voluntarily forfeited and cancelled (100,000 at \$0.20, 100,000 at \$0.295 and 200,000 at \$0.34). As at November 30, 2019 and as of the Record Date, Mr. Timlick held 550,000 Options (2018: 400,000). Of these, 425,000 are fully-vested and the balance vest over the next 12 months as follows: 50,000 vest on July 31, 2020, 37,500 vest on October 23, 2020 and 37,500 vest on April 23, 2021.*
- (11) *During the fiscal year ended November 30, 2019, 350,000 of Mr. Topham's Options were voluntarily forfeited and cancelled (150,000 at \$0.295 and 200,000 at \$0.34). As at November 30, 2019 and as of the Record Date, Mr. Topham held 650,000 Options (2018: 500,000). Of these, 525,000 are fully-vested and the balance vest over the next 12 months as follows: 50,000 vest on July 31, 2020, 37,500 vest on October 23, 2020 and 37,500 vest on April 23, 2021.*

No compensation securities were exercised by the directors and NEOs of the Company in the Company's most recently completed financial year ended November 30, 2019.

### **Stock Option Plans and Other Incentive Plans**

The Company has a Stock Option Plan (the "**Option Plan**") that permits the granting of Options to directors, officers, employees of, and consultants to, the Company, its subsidiaries and affiliates ("**Eligible Persons**"). The purpose of the Option Plan is to attract and retain Eligible Persons and motivate them to advance the interests of the Company by affording them with the opportunity to acquire an equity interest in the Company through Options granted under the Option Plan. Unless authorized by the shareholders of the Company, the Option Plan limits the total number of Common Shares that may be reserved for issuance on the exercise of Options outstanding under the Option Plan, together with all of the Company's other previously established or proposed Options, Option plans, employee stock purchase plans or any other compensation or incentive mechanisms involving the issuance or potential issuance of Common Shares, to a number not exceeding 10% of the number of Common Shares outstanding from time to time, subject to the following additional limitations:

- (a) no one person may be granted Options to purchase a number of Common Shares equaling more than 5% of the issued Common Shares of the Company in any 12 month period;
- (b) Options shall not be granted if the exercise thereof would result in the issuance of more than 2% of the issued Common Shares in any 12 month period to any one consultant of the Company (or any of its subsidiaries); and
- (c) Options shall not be granted if the exercise thereof would result in the issuance of more than 2% of the issued Common Shares in any 12 month period to persons employed to provide investor relations activities.

The Option Plan provides that the exercise price of Options shall be fixed by the Board of Directors at the time that the Option is granted, provided that such price shall not be less than the closing price of the Common Shares on the CSE on the day preceding the date of grant, subject to a minimum price of \$0.10 per Share. Also, the Board of Directors may, in its sole discretion, determine the time during which Options shall vest and the method of vesting, or that no vesting restriction shall exist.

The maximum length of any Option shall be five (5) years from the date the Option is granted. Except as otherwise determined by the Board of Directors, a participant's options will expire ninety (90) days after a participant ceases to act for the Company, other than by reason of death. Options of a participant that provides investor relations activities will expire 30 days after the cessation of the participant's services to the Company. In the event of the death of a participant, the participant's heirs or administrators shall have twelve (12) months in which to exercise the outstanding Options. The Options are not assignable, other than by reason of death.

The decision to grant Options is made by the Board of Directors as a whole, and a grant is approved by directors' resolutions or at a meeting of the directors. A copy of Plan is available for review at (a) [www.sedar.com](http://www.sedar.com) under the Company's SEDAR profile as a "document affecting the rights of securityholders (or amendment thereto)" which was filed on June 9, 2016; and (b) the registered and records office of the Company at Suite 1755 – 555 Burrard Street, Vancouver, BC V7X 1M9 during normal business hours up to and including the date of the Meeting.

The Option Plan was previously approved by the Company's shareholders.

## RSU Plan

The Company has adopted the RSU Plan, subject to the approval of the RSU Plan Resolution by shareholders at the Meeting, that permits the granting of RSUs to directors, officers and employees of the Company. A summary of the material terms of the RSU Plan is contained above in “Particulars of Matters to be Acted Upon at the Meeting – Approval of Restricted Share Unit Award Plan”, and a copy of the full text of the RSU Plan is attached at Schedule “A”. Shareholders are encouraged to read the RSU Plan in full.

As of the Record Date, 7,963,500 Options and 3,714,122 RSUs (representing 8.26% of the issued and outstanding Common Shares) are granted to Eligible Persons, leaving 2,462,940 Options and RSUs remaining available for grant.

## Employment, Consulting and Management Agreements

We have entered into employment or consulting agreements with the following directors and NEOs as of November 30, 2019:

**Kirk Herrington** - On October 29, 2015, as amended effective January 15, 2016 and October 23, 2018, the Company entered into a director agreement with Kirk Herrington, one of its independent directors. Pursuant to the agreement, Mr. Herrington shall provide the duties of a director to the Company. On June 28, 2018 the Company's Compensation Committee determined that, as remuneration for Mr. Herrington's services as a director, he will be paid an annual fee of \$80,000 and granted 200,000 Stock Options to be vested over a period of 24 months. In March 2019, the directors agreed that 5/8 of their compensation would be paid in cash and 3/8 would be paid in RSUs. Beginning October 1, 2019, the directors agreed that 50% of their compensation would be paid in cash and 50% would be paid in RSUs. As of the Record Date, Mr. Herrington holds 562,500 Options and 613,167 RSUs.

**Steven Cadigan** – On June 12, 2018, Steven Cadigan became a director of the Company and effective September 25, 2018, the Company entered into a director agreement with Mr. Cadigan, pursuant to which Mr. Cadigan shall provide the duties of a director to the Company. On June 28, 2018 the Company's Compensation Committee determined that, as remuneration for Mr. Cadigan's services as a director, he will be paid an annual fee of \$60,000 and granted 200,000 Stock Options to be vested over a period of 24 months. In March 2019, the directors agreed that 5/8 of their compensation would be paid in cash and 3/8 would be paid in RSUs. Beginning October 1, 2019, the directors agreed that 50% of their compensation would be paid in cash and 50% would be paid in RSUs. As of the Record Date, Mr. Cadigan holds 350,000 Options and 459,877 RSUs.

**Larry Timlick** – On April 18, 2017, Larry Timlick became a director of the Company and effective September 25, 2018 the Company entered into a director agreement with Mr. Timlick, pursuant to which Mr. Timlick shall provide the duties of a director to the Company. On June 28, 2018 the Company's Compensation Committee determined that, as remuneration for Mr. Timlick's services as a director, he will be paid an annual fee of \$60,000 and granted 200,000 Stock Options to be vested over a period of 24 months. . In March 2019, the directors agreed that 5/8 of their compensation would be paid in cash and 3/8 would be paid in RSUs. Beginning October 1, 2019, the directors agreed that 50% of their compensation would be paid in cash and 50% would be paid in RSUs. As of the Record Date, Mr. Timlick holds 550,000 Options and 459,877 RSUs.

**James Topham** - On May 12, 2016, as amended effective September 25, 2018, the Company entered into a director agreement with James Topham, one of its independent directors. Pursuant to the agreement, Mr. Topham shall provide the duties of a director to the Company, including serving as the Chair of the Audit Committee. On June 28, 2018 the Company's Compensation Committee determined that, as remuneration for Mr. Topham's services as a director, he will be paid an annual fee of \$80,000 and granted 200,000 Stock Options to be vested over a period of 24 months. In March 2019, the directors agreed that 5/8 of their compensation would be paid in cash and 3/8 would be paid in RSUs. Beginning October 1, 2019, the directors agreed that 50% of their compensation would be paid in cash and 50% would be paid in RSUs. As of the Record Date, Mr. Topham holds 650,000 Options and 613,167 RSUs.

**Jonathan Hoyles** - On November 21, 2017, as amended and restated on August 7, 2019, and amended on December 19, 2019, the Company entered into an employment agreement with Jonathan Hoyles, one of its officers and directors. Pursuant to the agreement, Mr. Hoyles performs services as the Company's CEO. As consideration for his services as CEO, from June 12, 2019 to December 1, 2019, Mr. Hoyles received an annual salary of \$180,000 payable in cash, with a cash bonus of \$10,000 per quarter based on performance and plan as agreed upon and measured by the Board each quarter. From December 1, 2019 to December 31, 2019, Mr. Hoyles' employment agreement was amended to adjust his annual salary to \$180,000, payable in 80% in cash and 20% in RSUs. The Compensation Committee determined that effective January 1, 2020 Mr. Hoyles would receive

an annual salary of \$200,000, payable in 80% in cash and 20% in RSUs, with a cash bonus of \$10,000 per quarter based on performance and plan as agreed upon and measured by the Board each quarter. Mr. Hoyles' employment agreement may be terminated by the Company by providing twelve (12) month's notice in writing to Mr. Hoyles. As of the Record Date, Mr. Hoyles holds 1,997,986 Shares (Direct), 2,000,695 Shares (Indirect), 1,326,086 Warrants (Direct), 1,496,195 Warrants (Indirect), 650,000 options and 692,034 RSUs.

**Gary Zhang** – On June 5, 2019, the Company entered into a consulting agreement with Gary Zhang, pursuant to which Mr. Zhang shall provide the services of Chief Technical Officer to the Company. As remuneration for Mr. Zhang's services as the Company's CTO, he will be paid a monthly fee of \$8,000 for a minimum time commitment and granted 350,000 Stock Options to be vested over a period of 5 years, upon the achievement of certain performance milestones. On September 16, 2019, the Company entered into an amended and restated consulting agreement with Prime Objects Software Inc. (the "Consultant") for the services of Mr. Zhang as the Company's CTO. The Consultant will be paid a monthly fee of \$8,000 and \$4,000 per month in Shares of the Company, the price per Share to be determined based on the closing price of the Shares on the day prior to the Shares being issued. An additional 350,000 Stock Options were granted, to be vested over a period of 5 years, upon the achievement of certain performance milestones. Either the Company or the Consultant may at any time terminate the Agreement, upon at least sixty calendar days' written notice. On December 19, 2019, the Company entered into a Supplemental Incentive Compensation agreement with the Consultant whereby up to 400,000 Shares of the Company will be issued over the next 36 months, upon the achievement of certain performance milestones. As of the Record Date, the Consultant and Mr. Zhang hold 582,913 Shares, 110,000 Warrants and 700,000 Options.

**Tracey St. Denis** – On September 3, 2019, the Company entered into a consulting agreement with T. St. Denis, Inc. (the "Consultant") for the services of Tracey St. Denis as the Company's CFO, effective as of October 1, 2019. As remuneration for Ms. St. Denis' services, the Consultant will be paid a monthly fee of \$5,000 for a minimum time commitment and granted 150,000 Stock Options to be vested over a period of 5 years. Either the Company or the Consultant may at any time terminate the Agreement, upon at least thirty calendar days' written notice. Effective as of April 1, 2020, the Company entered into an amended consulting agreement with the Consultant whereby the Consultant will be paid a monthly fee of \$8,000 consisting of \$6,000 in cash and the equivalent of \$2,000 in Shares of the Company, the price per share to be determined based on the closing price of the Shares on the day prior to the shares being issued. Also, in recognition of and consideration for additional time worked between October 1, 2019 and March 31, 2020, the Company agreed to pay the Consultant a one-time fee of \$10,000 in cash and the equivalent of \$10,000 in Shares of the Company, the price per share to be determined based on the closing price of the Shares on the day prior to the shares being issued. As of the Record Date, the Consultant holds 109,091 Shares and 150,000 Options.

### **Oversight and Description of Director and Named Executive Officer Compensation**

The Board of Directors has appointed the Compensation Committee and adopted a Compensation Committee Charter to assist the Board of Directors in fulfilling its compensation oversight responsibilities. Currently, the Compensation Committee consists of three members: Steven Cadigan, Kirk Herrington, and Larry Timlick. All three members are considered to be "independent" within the meaning of National Instrument 52-110 *Audit Committees* ("NI 52-110"). The Compensation Committee is tasked with assisting the Board of Directors to oversee the following:

- (i) executive compensation (including philosophy and programs),
- (ii) management development and succession planning,
- (iii) board compensation, and
- (iv) broadly applicable compensation and benefit programs.

The Compensation Committee is tasked with reviewing and approving on an annual basis the evaluation process and compensation structure for our executive officers and directors, and reviewing management's long-range planning for executive development and succession.

The Company does not provide a pension to any director or NEO.

### **SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS**

The following table sets forth details of all compensation plans under which equity securities of the Company were authorized for issuance, as of the end of the Company's most recently completed financial year:

Plan Category	Number of Securities to be Issued upon Exercise of Outstanding Options, Warrants and Rights (a)	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights (b)	Number of Securities Remaining Available for Future Issuance under Equity Compensation Plans (Excluding Securities Reflected in Column (a)) (c)
Equity compensation plans approved by security holders	8,528,500 <sup>(1)</sup>	\$0.23	
Equity compensation plans not approved by security holders	1,126,000 <sup>(2)</sup>	N/A	
<b>Total</b>	9,654,500		4,027,278

**Note:**

- (1) Issued to directors, officers, consultants and employees of the Company under the Stock Option Plan.  
(2) Issued to directors, officers and employees of the Company under the RSU Plan. The material features of the RSU Plan are described above in "Particulars of Matters to be Acted Upon at the Meeting – Approval of Restricted Share Unit Award Plan".

### INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

As of May 6, 2020, no director, executive officer or employee of the Company or any of its subsidiaries; former director, executive officer or employee of the Company or any of its subsidiaries; proposed nominee for election as a director of the Company; or any associate of any of the foregoing: (i) is or has been indebted to the Company or any of its subsidiaries at any time since the beginning of the Company's most recently completed financial year, or (ii) is or has been the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries at any time since the beginning of the Company's most recently completed financial year.

### INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as otherwise disclosed below or elsewhere in this Information Circular, no: (a) director, proposed director or executive officer of the Company; (b) person or company who beneficially owns, directly or indirectly, Common Shares or who exercises control or direction of Common Shares, or a combination of both carrying more than 10% of the voting rights attached to the outstanding Common Shares (an "Insider"); (c) director or executive officer of an Insider; or (d) associate or affiliate of any of the directors, executive officers or Insiders, has had any material interest, direct or indirect, in any transaction since the commencement of the Company's most recently completed financial year or in any proposed transaction which has materially affected or would materially affect the Company, except with an interest arising from the ownership of Common Shares where such person or company will receive no extra or special benefit or advantage not shared on a pro rata basis by all holders of the same class of Common Shares.

Jonathan Hoyles, the CEO and a Director of the Company subscribed directly for 1,326,086 of the 2020 Units for a subscription amount of \$60,999.96 and indirectly for 1,496,195 of the 2020 Units for a subscription amount of \$68,825 pursuant to the 2020 Private Placement. Gary Zhang, the CTO of the Company, subscribed for 110,000 of the 2020 Units for a subscription amount of \$5,060 pursuant to the 2020 Private Placement.

Informed persons of the Company and associates or affiliates of informed persons of the Company had a material interest in the following transactions that took place during the year ended November 30, 2019:

Transaction	Relationship	Amount incurred payable / paid in cash \$	Amount incurred payable / paid in stock	# Shares issued for conversion of debt	New Options Granted
Salary	President, Chief Executive Officer and Director	180,000	-	-	650,000

Consulting expenses	Chief Financial Officer	10,000	-	-	150,000
Consulting expenses	Chief Technology Officer	54,329	4,000	80,000	700,000
Board Remuneration	Independent Board Member	80,000	-	-	562,500
Board Remuneration	Independent Board Member	80,000	-	-	500,000
Board Remuneration	Independent Board Member	60,000	-	-	550,000
Board Remuneration	Independent Board Member	60,000	-	-	350,000
Salary	Former Chief Executive Officer	69,230	-	-	-
Salary	Former Vice President of Business & Client Development	122,692	-	-	435,000
Consulting expenses	Former Chief People & Culture Officer	141,250	-	-	550,000
Consulting expenses	Former Chief Operating Officer	80,000	-	-	250,000
Salary	Former Chief Technology Officer	73,385	-	-	-
Salary	Former Chief Financial Officer	78,060	-	-	488,000 <sup>(1)</sup>
Consulting expenses	Former Chief Financial Officer	29,167	-	-	50,000 <sup>(2)</sup>

**Notes:**

(1) 488,000 Options were cancelled during the fiscal year ended November 30, 2019.

(2) 50,000 Options were cancelled during the fiscal year ended November 30, 2019.

NI 52-110 requires the Company, as a venture issuer, to disclose annually in its Information Circular certain information concerning the constitution of the Audit Committee and its relationship with its independent auditor.

**Audit Committee Charter**

On May 30, 2016, the Company adopted an audit committee charter, the text of which is included as Schedule "B" to this Information Circular.

**Composition of the Audit Committee**

As of the date of this Information Circular, the following are the members of the Audit Committee:

Name	Independence	Financial Literacy
Kirk Herrington	Independent	Financially literate
Larry Timlick	Independent	Financially literate
James Topham <sup>(1)</sup>	Independent	Financially literate

**Note:**

(1) Chair of the Audit Committee.

## Relevant Education and Experience

In addition to each member's general business experience, the education and experience of each Audit Committee member that is relevant to the performance of her or his responsibilities as an Audit Committee member is as follows:

**Kirk Herrington** was responsible for reviewing and presenting the financial statements of GaleForce Solutions Inc. to its board of directors for a period of three years while he was the CEO of the company. Mr. Herrington has founded a number of software companies and was an integral part of the development of these companies.

**Larry Timlick** has served as a director of seven publicly traded companies since 2005. He has served on the audit committee and the compensation committee for several publicly traded companies, in addition to the Company.

**James Topham** is a Fellow Chartered Professional Accountant (FCPA and FCA) specializing in technology companies. Mr. Topham was an audit partner in KPMG's Technology Group in Vancouver, B.C. office for 20 years, and currently sits on the boards of several companies. Mr. Topham has extensive audit and accounting experience.

## Audit Committee Oversight

At no time since the commencement of our most recently completed financial year was a recommendation of the Audit Committee to nominate or compensate an external auditor not adopted by our board of directors.

## Reliance on Certain Exemptions

At no time since the commencement of the Company's most recently completed financial year has the Company relied on an exemption in or from NI 52-110, other than the exemption in section 6.1 as described below.

## Reliance on Section 6.1

Pursuant to section 6.1 of NI 52-110, as a venture issuer we are relying on the exemption from the audit committee composition requirements and certain reporting obligations found in Parts 3 and 5 of NI 52-110.

## Pre-Approval Policies and Procedures

The audit committee has not adopted any specific policies and procedures for the engagement of non-audit services.

## External Auditor Service Fees

In the following table, "audit fees" are fees billed by the Company's auditor for services provided in auditing the Company's annual financial statements for the subject year. "Audit-related fees" are fees not included in audit fees that are billed by the auditor for assurance and related services that are reasonably related to the performance of the audit review of the Company's financial statements. "Tax fees" are fees billed by the auditor for professional services rendered for tax compliance, tax advice and tax planning. "All other fees" are fees billed by the auditor for products and services not included in the foregoing categories.

The aggregate fees billed by the Company's auditor in the last two fiscal years, by category, are as set out in the table below.

	2019 (\$)	2018 (\$)
Audit fees <sup>(1)</sup>	48,500	50,250
Audit-related fees <sup>(2)</sup>	-	11,824
Tax fees <sup>(3)</sup>	-	15,050
All other fees	-	-
<b>Total</b>	<b>48,500</b>	<b>77,124</b>

**Notes:**

- (1) *Auditing financial statements for the fiscal years ended November 30, 2019 and November 30, 2018.*
- (2) *Consulting fees primarily for revenue guidance.*
- (3) *Preparation and consulting fees for corporate tax return and US tax consequences.*

**MANAGEMENT CONTRACTS**

There are no management functions of the Company or any of its subsidiaries which are, to any substantial degree, performed by a person other than the directors or executive officers of the Company or subsidiary.

**CORPORATE GOVERNANCE**

Maintaining a high standard of corporate governance is a priority for the Board of Directors and the Company's management believes that effective corporate governance will help create and maintain shareholder value in the long term. A description of the Company's corporate governance practices, which addresses the matters set out in National Instrument 58-101 *Disclosure of Corporate Governance Practices*, is set out below.

**Board of Directors**

The Board of Directors facilitates its exercise of independent supervision over the Company's management through frequent meetings of the Board.

**Independence of Directors**

The Board has introduced a Director Independence Policy, which requires that a majority of the Board will be independent of Perk, and that Perk's committees will be comprised solely of independent directors. The Director Independence Policy is in line with best corporate governance practices.

Incumbent directors Kirk Herrington, James Topham, Larry Timlick, and Steven Cadigan are not officers or employees of the Company or of an affiliate of the Company and are, thus, independent. Jonathan Hoyles is the CEO and, thus, is not independent.

**Directorships**

The current directors of the Company and each of the individuals to be nominated for election as a director of the Company at the Meeting do not serve as directors or officers of any other reporting issuer as at the date of this Information Circular with the exception of James Topham who is a director of UrtheCast Corp. which trades on the Toronto Stock Exchange (the "**TSX**"), and Novoheart Holdings Inc. which trades on the TSX Venture Exchange (the "**TSX-V**") and Larry Timlick who is a director of Para Resources Inc. which trades on the TSX-V, CounterPath Corporation which trades on the TSX and NASDAQ, Myriad Metals Corp which trades on the CSE, and Rojo Resources Ltd. which trades on the TSX-V.

**Orientation and Continuing Education**

The Board of Directors briefs all new directors with respect to the policies of the Board and other relevant corporate and business information. The Board of Directors does not provide any continuing education, but does encourage directors to individually and as a group keep themselves informed on changing corporate governance and legal issues. Directors are individually responsible for updating their skills required to meet their obligations as directors. In addition, the Board undertakes strategic planning sessions with management.

**Ethical Business Conduct**

The Board of Directors has adopted a written Code of Business Conduct and Ethics for all our directors, officers and future employees and our subsidiaries.

The Board of Directors is also required to comply with the conflict of interest provisions of the *Business Corporations Act* (British Columbia) and relevant securities regulation in order to ensure that directors exercise independent judgment in considering transactions and agreements in respect of which a director or officer has a

material interest. Any interested director is required to declare the nature and extent of his interest and is not entitled to vote on any matter that is the subject of the conflict of interest.

Further, the Board has adopted a written Whistleblower Policy to ease the reporting of ethical complaints or other violations of the Code of Business Conduct and Ethics.

### **Corporate Governance Principles**

The Board has adopted corporate governance principles that mandate, among other things, that:

- certain requirements with respect to director independence;
- directors act in the best interest of the Company and put the interest of the Company ahead of any stakeholder, shareholder or group or their own interests;
- the responsibility of directors will be to supervise the management of the business and not to manage the business day to day;
- the Board of Directors will ensure there is a long-term strategic plan in place for the Company that is reviewed annual with the Board of Directors;
- all major fields of business risk will be clearly defined and reviewed regularly by the Board of Directors;
- objectives will be established annually for the CEO and other senior officers, and performance against the objectives will be regularly reviewed;
- the Board of Directors will ensure the business is managed with integrity and ethical business standards;
- contingency plans for orderly management succession will be established and maintained;
- the Company will communicate openly and effectively with shareholders, stakeholders and the public generally, and maintain strict compliance with all applicable securities laws regarding disclosure and trading;
- the Board of Directors will ensure that there are effective control and information systems in place for monitoring the discharge of its responsibilities; and
- a process for regular assessment of the effectiveness of the Board of Directors and its committees and the responsibilities and contributions of the directors will be maintained.

### **Nomination of Directors**

The Board of Directors is responsible for identifying individuals qualified to become new Board members and recommending to the Board of Directors new director nominees for the next annual meeting of shareholders.

New nominees must have a track record in general business management, special expertise in an area of strategic interest to the Company, the ability to devote the required time, show support for the Company's mission and strategic objectives, and a willingness to serve.

### **Other Board Committees**

The Board of Directors has no other committees other than the Audit and Compensation Committees.

### **Assessments**

The Board of Directors regularly monitors the adequacy of information given to directors, communications between the Board and management and the strategic direction and processes of the Board and its committees. The Board of Directors is currently responsible for assessing its own effectiveness, the effectiveness of individual directors and the effectiveness of the Audit Committee.

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

Except as disclosed elsewhere in this Information Circular, no director or executive officer of the Company who has been a director or executive officer at any time since the beginning of the Company's last financial year, each proposed nominee for election as a director of the Company, or any associate or affiliates of any such directors, executive officers or nominees, has any material interest, direct or indirect, by way of beneficial ownership of Common Shares or other securities in the Company or otherwise, in any matter to be acted upon at the Meeting other than the election of directors and the approval of the RSU Plan as contemplated in "Particulars of Matters to be Acted Upon at the Meeting – Approval of Restricted Share Unit Award Plan".

### ADDITIONAL INFORMATION

Additional information relating to the Company is available under its SEDAR profile at [www.sedar.com](http://www.sedar.com).

Shareholders may contact the Company at its head office by mail at Suite 1755 – 555 Burrard Street, Vancouver, BC V7X 1M9, to request copies of the Company's financial statements and related management's discussion and analysis (the "MD&A"). Financial information is provided in the audited financial statements and MD&A for the Company for its year ended November 30, 2019.

### OTHER MATTERS

Management of the Company knows of no other matters to come before the Meeting other than those referred to in the Notice or this Information Circular. However, if any other matters that are not known to management should properly come before the Meeting, the accompanying form of proxy confers discretionary authority upon the persons named therein to vote on such matters in accordance with their best judgment.

### APPROVAL OF THE BOARD OF DIRECTORS

The content of this Information Circular has been approved and the delivery of it to each shareholder of the Company entitled thereto and to the appropriate regulatory agencies has been authorized by the Board of Directors.

Dated at Vancouver, British Columbia as of May 8, 2020.

ON BEHALF OF THE BOARD OF DIRECTORS

*"/s/ Jonathan Hoyles"*

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Jonathan Hoyles  
Chief Executive Officer and Director



**PERK LABS INC.**

**(formerly Glance Technologies Inc.)**

**RESTRICTED SHARE UNIT AWARD PLAN**

**September 17, 2019**

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**ARTICLE 1**  
**PURPOSE OF THIS PLAN**

1.1 Purpose of this Plan.

The purpose of this Plan is to promote the interests and long-term success of the Company  
by:

- (a) furnishing certain directors, officers, and employees of the Company or its Affiliates with greater incentive to develop and promote the business and financial success of the Company;
- (b) aligning the interests of persons to whom Awards may be granted with those of the shareholders of the Company generally through a proprietary ownership interest in the Company; and
- (c) assisting the Company in attracting, retaining and motivating its directors, officers, and employees.

The Company believes that these purposes may best be effected by granting Awards and affording such persons an opportunity to acquire a proprietary interest in the Company.

**ARTICLE 2**  
**DEFINITIONS**

2.1 Definitions.

In this Plan, unless there is something in the subject matter or context inconsistent therewith, capitalized words and terms will have the following meanings:

- (a) “**Affiliate**” means an affiliate as defined in the Securities Act and includes issuers that are similarly related, whether or not any of the issuers are companies, partnerships, limited partnerships, trusts, income trusts or investment trusts or any other organized entity issuing securities;
- (b) “**Applicable Withholding Taxes**” means all taxes and other source deductions or other amounts which the Company or an Affiliate of the Company is or may be required by law to withhold in respect of the Plan or in respect of a Restricted Award, including in respect of the issuance transfer, amendment or vesting of a Restricted Award or the issuance of Shares thereunder;
- (c) “**Associate**” means an associate as defined in the Securities Act;
- (d) “**Award Agreement**” means any written agreement, contract or other instrument or document evidencing any Restricted Award granted under this Plan. Each Award Agreement shall be subject to the applicable terms and conditions of this Plan and any other terms and conditions (not inconsistent with this Plan) determined by the Compensation Committee;
- (e) “**Blackout Period**” means an interval of time during which the Company has determined that one or more Participants may not trade any securities of the Company because they may be in possession of undisclosed material information pertaining to the Company;
- (f) “**Board**” means the board of directors of the Company as constituted from time to time;

- (g) **“Change in Control”** means:
- (i) any merger or amalgamation in which voting securities of the Company possessing more than fifty percent (50%) of the total combined voting power of the Company’s outstanding securities are transferred to a person or persons different from the persons holding those securities immediately prior to such transaction;
  - (ii) any acquisition, directly or indirectly, by a person or Related Group of Persons (other than a person that is a registered dealer as described in Section 2.1(s)(iii) and other than the Company or a person that directly or indirectly controls, is controlled by, or is under common control with, the Company) of beneficial ownership of voting securities of the Company possessing more than fifty percent (50%) of the total combined voting power of the Company’s outstanding securities;
  - (iii) any acquisition, directly or indirectly, by a person or Related Group of Persons of the right to appoint a majority of the directors of the Company or otherwise directly or indirectly control the management, affairs and business of the Company;
  - (iv) any sale, transfer or other disposition of all or substantially all of the assets of the Company;
  - (v) a complete liquidation or dissolution of the Company; or
  - (vi) any transaction or series of transactions involving the Company or any of its Affiliates that the Board in its discretion deems to be a Change in Control;
- provided however, that a Change in Control shall not be deemed to have occurred if such Change in Control results from:
- (vii) the issuance, in connection with a bona fide financing or series of financings by the Company or any of its Affiliates, of voting securities of the Company or any of its Affiliates or any rights to acquire voting securities of the Company or any of its Affiliates which are convertible into voting securities; or
  - (viii) a transaction or series of transactions involving the Company or any of its Affiliates whereby the holders of the voting securities of the Company continue to hold voting securities in the capital of the surviving or successor entity in substantially the same proportion as such holders held voting securities in the Company immediately prior to the commencement of such transaction or series of transactions.
- (h) **“Company”** means Perk Labs Inc. (formerly Glance Technologies Inc.);
- (i) **“Compensation Committee”** means the Compensation Committee of the Board or such other committee of the Board to which the Board has delegated responsibility for administration of the Plan or, if the Board has not made such delegation, “Compensation Committee” shall mean the Board;
- (j) **“Effective Date”** has the meaning ascribed thereto by Section 3.1 of this Plan;
- (k) **“Eligible Person”** means director, officer, or employee of the Company or its Affiliates;

- (l) **“Exchange”** means the Canadian Securities Exchange, or such stock exchanges or other organized markets on which the Shares are listed or posted for trading;
- (m) **“Insider”** in relation to the Company means:
  - (i) a director or senior officer of the Company;
  - (ii) a director or senior officer of a company that is an Insider or subsidiary of the Company; or
  - (iii) a person that beneficially owns or controls, directly or indirectly, Shares carrying more than 10% of the voting rights attached to all Outstanding Shares.
- (n) **“Merger and Acquisition Transaction”** means:
  - (i) any merger;
  - (ii) any acquisition;
  - (iii) any amalgamation;
  - (iv) any offer for Shares which if successful would entitle the offeror to acquire all of the voting securities of the Company; or
  - (v) any arrangement or other scheme of reorganization;
 

that results in a Change in Control;
- (o) **“Outstanding Shares”** at the time of any issuance of Shares means the number of Shares that are outstanding immediately prior to the issue of the Shares in question, on a non-diluted basis, or such other number as may be determined under the applicable rules and regulations of all regulatory authorities to which the Company is subject, including the Exchange;
- (p) **“Participant”** means an Eligible Person designated to be granted an Award under this Plan;
- (q) **“Permitted Assign”** in respect of a Participant means:
  - (i) an executor or administrator for the estate of the Participant upon the death of the Participant, or
  - (ii) a committee or duly appointed attorney of the Participant, upon the Participant becoming incapable, by reason of physical or mental infirmity, of managing his or her affairs.
- (r) **“Plan”** means this plan, as the same may from time to time be supplemented or amended and in effect;
- (s) **“Related Group of Persons”** in respect of a person means:
  - (i) the person together with any one or more of the person’s Associates or Affiliates; and
  - (ii) any two or more persons who have an agreement, commitment or understanding, whether formal or informal, with respect to:

- (i) the acquisition of or the intention to acquire, directly or indirectly, beneficial ownership of, or control and direction over, voting securities of the Company; or
- (ii) the exercise of voting rights attached to the securities of the Company beneficially owned by such persons, or over which such persons have control and direction, on matters regarding the appointment of directors or control of the management, affairs and business of the Company;
- (iii) despite the above Section 2.1(s)(ii)(i), a registered dealer acting solely in an agency capacity for a person or Related Group of Persons in connection with the acquisition of beneficial ownership of, or control and direction over, securities of the Company, and not executing principal transactions for its own account or performing services beyond customary dealer's functions, shall not be deemed solely by reason of such agency relationship to be a related person for the purposes of the definition of Related Group of Persons; and
- (t) **"Restricted Award"** means restricted share unit award granted pursuant to Section 8.1, for which the form of Award Agreement is attached hereto as Schedule "A";
- (u) **"Securities Act"** means the *Securities Act* (British Columbia), as amended from time to time;
- (v) **"Shares"** means the common shares in the capital of the Company; and
- (w) **"Shareholder"** means a holder of Shares.

### **ARTICLE 3 EFFECTIVE DATE OF PLAN**

3.1 The effective date of the Plan is September 17, 2019 (the **"Effective Date"**), or such other date as the Board may determine, subject to the approval of the Plan, if necessary, by disinterested Shareholders and the Exchange.

### **ARTICLE 4 ADMINISTRATION OF PLAN**

4.1 The Board may at any time appoint a committee of the Board (the **"Compensation Committee"**) to, among other things, interpret, administer and implement this Plan on behalf of the Board in accordance with such terms and conditions as the Board may prescribe, consistent with this Plan (provided that if at any such time such a committee has not been appointed by the Board, this Plan will be administered by the Board, and in such event references herein to the Compensation Committee shall be construed to be a reference to the Board). The Board will take such steps that in its opinion are required to ensure that the Compensation Committee has the necessary authority to fulfil its functions under this Plan.

4.2 The Compensation Committee is authorized, subject to the provisions of the Plan, to establish such rules and regulations as it deems necessary for the proper administration of the Plan, and to make determinations and take such other action in connection with or in relation to the Plan as it deems necessary or advisable. Each determination or action made or taken pursuant to the Plan, including interpretation of the Plan, shall be final and conclusive for all purposes and binding on all parties, absent manifest error.

4.3 The Company will be responsible for all costs relating to the administration of the Plan.

4.4 Unless otherwise determined by the Board, the Plan shall remain an unfunded obligation of the Company and the rights of Participants under the Plan shall be general unsecured obligations of the Company.

4.5 The Company is authorized to take such steps as may be necessary to ensure all Applicable Withholding Taxes are withheld, deducted and remitted as required by law.

## **ARTICLE 5 SHARES AVAILABLE FOR AWARDS**

5.1 Subject to adjustment as provided in Article 16 of this Plan, the aggregate number of Shares that may be issuable pursuant to this Plan combined with all of the Company's other security based compensation arrangements, including the Company's stock option plan, shall not exceed 10% of the Outstanding Shares.

5.2 For purposes of Section 5.1 and subject to Section 5.3, the number of Shares covered by a Restricted Award or to which a Restricted Award relates shall be counted on the date of grant of such Restricted Award against the aggregate number of Shares available for granting Restricted Awards under this Plan.

5.3 If an outstanding Restricted Award for any reason expires or is terminated or cancelled without having been settled in full, the Shares shall again be available for issuance under this Plan.

5.4 The Board will reserve for issuance from time to time out of the authorized but unissued Shares sufficient Shares to provide for issuance of all Shares which are issuable under all Restricted Awards.

5.5 Fractional Restricted Awards are permitted under this Plan.

## **ARTICLE 6 GRANT OF AWARDS**

6.1 Subject to the provisions of this Plan, the Compensation Committee may from time to time grant to any Eligible Person one or more Restricted Awards as the Compensation Committee deems appropriate.

6.2 The date on which a Restricted Award will be deemed to have been granted under this Plan will be the date on which the Compensation Committee authorizes the grant of such Restricted Award or such other future date as may be specified by the Compensation Committee at the time of such authorization (including, but not limited to, the date the Award Agreement is entered into pursuant to Section 6.4).

6.3 The number of Shares that may be issued under any Restricted Award will be determined by the Compensation Committee, provided that:

- (a) the number of Shares reserved for issuance to any one Participant pursuant to this Plan combined with all of the Company's other security based arrangements, including the Company's stock option plan, within any one year period shall not, in aggregate, exceed 5% of the total number of Outstanding Shares; and
- (b) the number of Shares:
  - (i) issuable, at any time, to Participants that are Insiders; and
  - (ii) issued to Participants that are Insiders within any one year period;

pursuant to this Plan, or when combined with all of the Company's other security based compensation arrangements that provide for the issuance from treasury or potential issuance from treasury of Shares shall not, in aggregate, exceed 10% of the total number of Outstanding Shares.

6.4 Each Restricted Award will be evidenced by an Award Agreement which incorporates such terms and conditions (including all vesting conditions) as the Compensation Committee in its discretion deems appropriate and consistent with the provisions of this Plan (and the execution and delivery by the Company of an Award Agreement with a Participant shall be conclusive evidence that such Award Agreement incorporates terms and conditions determined by the Compensation Committee and is consistent with the provisions of this Plan). Each Award Agreement will be executed by the Participant to whom the Restricted Award is granted and on behalf of the Company by any member of the Compensation Committee or any officer of the Company or such other person as the Compensation Committee may designate for such purpose.

6.5 The Board or the Committee may, in its sole discretion, determine: (i) the time during which RSUs shall vest and whether there shall be any other conditions or performance criteria to vesting; (ii) the method of vesting; or (iii) that no vesting restriction shall exist. In the absence of any determination by the Board or the Committee to the contrary, RSUs will vest three years after the date of grant.

## **ARTICLE 7 ELIGIBILITY**

7.1 Any Eligible Person shall be eligible to be designated a Participant. The Company and a Participant shall confirm that any Eligible Person that is an employee is a *bona fide* employee of the Company or its Affiliates. In determining whether an Eligible Person shall receive a Restricted Award and the terms of any Restricted Award, the Compensation Committee may take into account the nature of the services rendered by the Eligible Person, his or her present and potential contributions to the success of the Company, and such other factors as the Compensation Committee, in its discretion, shall deem relevant.

## **ARTICLE 8 RESTRICTED AWARD GRANTS**

8.1 The Compensation Committee is hereby authorized to grant Restricted Awards to an Eligible Person subject to the terms of this Plan. Each vested, whole Restricted Award granted under this Plan shall be denominated or payable in Shares and shall confer on the holder thereof the right to receive one Share from treasury (subject to adjustment in accordance with this Plan), upon the completion of certain conditions during such periods as the Compensation Committee shall establish. Subject to the terms of this Plan, the conditions to be completed during any period, the length of any period, the amount of any Restricted Award granted, the number of treasury Shares receivable pursuant to any Restricted Award and any other terms and conditions of the Restricted Award shall be determined by the Compensation Committee at the time of grant. A Restricted Award will be subject to an Award Agreement containing such terms and conditions, not inconsistent with the provisions of this Plan, as the Compensation Committee shall determine.

8.2 Except as otherwise determined by the Compensation Committee or as set forth in the applicable Award Agreement, upon the termination of a Participant's employment (as determined under criteria established by the Compensation Committee), including by way of death, retirement, disability, termination without cause and termination for cause during the term of a Restricted Award, all unvested Restricted Awards held by the Participant shall be forfeited and cancelled; provided, however, that the Compensation Committee may, if it determines that a waiver would be in the best interest of the Company, waive in whole or in part any or all remaining restrictions or conditions with respect to any such Award.

**ARTICLE 9  
GENERAL TERMS OF RESTRICTED AWARDS**

9.1 Restricted Awards may be granted for no cash consideration.

9.2 Restricted Awards may, in the discretion of the Compensation Committee, be granted either alone or in addition to or in tandem with any award granted under any plan of the Company or any Affiliate. Restricted Awards granted in addition to or in tandem with awards granted under any such other plan of the Company or any Affiliate may be granted either at the same time as or at a different time from the grant of such other awards.

9.3 All Shares delivered pursuant to a Restricted Award shall be subject to such stop transfer orders and other restrictions as the Compensation Committee may deem advisable, applicable Canadian provincial or foreign securities laws and regulatory requirements, applicable Exchange policies and rules, and applicable Canadian corporate laws, and the Compensation Committee may direct appropriate stop transfer orders and cause other legends to be placed on the certificates for such Shares to reflect such restrictions. If the Shares are traded on a securities exchange, the Company shall not be required to deliver any Shares covered by a Restricted Award unless and until such Shares have been listed and posted for trading on such securities exchange.

**ARTICLE 10  
CHANGE IN STATUS**

10.1 A change in the status, office, position or duties of a Participant from the status, office, position or duties held by such Participant on the date on which the Restricted Award was granted to such Participant will not result in the termination of the Restricted Award granted to such Participant provided that such Participant remains an Eligible Person.

**ARTICLE 11  
NON-TRANSFERABILITY OF RESTRICTED AWARDS**

11.1 Each Award Agreement will provide that the Restricted Award granted thereunder is not transferable or assignable to anyone other than a Permitted Assign.

**ARTICLE 12  
REPRESENTATIONS AND COVENANTS OF PARTICIPANTS**

12.1 Each Award Agreement will contain representations and covenants of the Participant that:

- (a) the Participant is a director, officer or employee of the Company or its Affiliates or a person otherwise determined as an Eligible Person under this Plan by the Compensation Committee;
- (b) the Participant has not been induced to enter into such Award Agreement by the expectation of employment or continued employment with the Company or its Affiliates;
- (c) the Participant is aware that the grant of the Restricted Award and the issuance by the Company of Shares thereunder are exempt from the obligation under applicable securities laws to file a prospectus or other registration document qualifying the distribution of the Restricted Awards of the Shares to be distributed thereunder under any applicable securities laws.

## **ARTICLE 13 WITHHOLDING TAX**

13.1 Each Participant shall be responsible for all taxes in respect of the Plan and in respect of the issuance, transfer, amendment or vesting of a Restricted Award or the issuance of Shares thereunder. The Company makes no guarantee to any person regarding the tax consequences of becoming a Participant in the Plan and none of the Company, its Affiliates or any of their respective employees or representatives shall have any liability to any Participant with respect thereto. The Company shall be entitled to take all reasonable and necessary steps and to obtain all reasonable or necessary indemnities, assurances, payments or undertakings to satisfy any obligation to pay or withhold an amount on account of Applicable Withholding Taxes. Without limiting the generality of the foregoing, the Company may for such purposes withhold or offset such amounts from any salary or other amounts otherwise due or to become due from the Company to the Participant or may require that a Participant pay such amounts to the Company.

13.2 Participant will be solely responsible for paying any Applicable Withholding Taxes arising from the grant, vesting or issuance or payment of underlying Shares or cash of any Restricted Award and payment is to be made in a manner satisfactory to the Company. Notwithstanding the foregoing, the Company will have the right to withhold from any Restricted Award or any Shares issuable pursuant to a Restricted Award or from any cash amounts otherwise due or to become due from the Company to the Participant, an amount equal to any such taxes.

## **ARTICLE 14 CONDITIONS**

14.1 Notwithstanding any provision in this Plan, other than Section 6.5, or an Award Agreement, the Company's obligation to issue Shares to a Participant pursuant to the terms of any Restricted Award will be subject to, if applicable:

- (a) completion of such registration or other qualification of such Shares or obtaining approval of such governmental authority as the Company will determine to be necessary or advisable in connection with the authorization, issuance or sale thereof; and
- (b) the receipt from the Participant of such representations, agreements and undertakings, including as to future dealings in such Shares, as the Company or its counsel determines to be necessary or advisable in order to safeguard against the violation of the securities laws of any jurisdiction.

## **ARTICLE 15 SUSPENSION, AMENDMENT OR TERMINATION OF PLAN**

15.1 The Compensation Committee will have the right at any time and from time to time to suspend or terminate this Plan and, subject to Section 15.2, may:

- (a) with the prior approval of disinterested Shareholders of the Company by ordinary resolution make any amendment to any Restricted Award Agreement or this Plan, including any amendment that would:
  - (i) increase the number of Shares, or rolling maximum, reserved for issuance under this Plan as set out in Section 5.1;
  - (ii) extend the term of a Restricted Award beyond its original expiry time;
  - (iii) result in any modification to this Section 15.1; or

- (b) without the prior approval of unitholders of the Company and without limiting the generality of the foregoing, the Compensation Committee may make any other amendments not listed in (a) above to any Award Agreement or this Plan, as follows:
  - (i) amendments of a clerical nature, including but not limited to the correction of grammatical or typographical errors or clarification of terms;
  - (ii) amendments to reflect any requirements of any regulatory authorities to which the Company is subject, including the Exchange;
  - (iii) amendments to any vesting provisions of a Restricted Award; and
  - (iv) amendments to the expiration date of a Restricted Award that does not extend the term of a Restricted Award past the original date of expiration for such Restricted Award.

Notwithstanding the foregoing, all procedures and necessary approvals required under the applicable rules and regulations of all regulatory authorities to which the Company is subject shall be complied with and obtained in connection with any such suspension, termination or amendment to this Plan or amendments to any Award Agreement.

15.2 In exercising its rights pursuant to Section 15.1, the Compensation Committee will not have the right to affect in a manner that is materially adverse to, or that materially impairs, the benefits and rights of any Participant under any Restricted Award previously granted under this Plan except: (a) with the consent of such Participant; (b) as permitted pursuant to Article 16; or (c) for the purpose of complying with the requirements of any regulatory authorities to which the Company is subject, including the Exchange.

15.3 The full powers of the Compensation Committee as provided for in this Plan will survive the termination of this Plan until all Restricted Awards have been vested in full (including the issuance of any underlying Shares) or have otherwise expired.

## **ARTICLE 16 ADJUSTMENTS**

16.1 In the event of any Share distribution, Share split, combination or exchange of Shares, merger, consolidation, spin-off or other distribution of the Company's assets to the Shareholders, or any other change affecting the Shares, the Restricted Awards of each Participant and the Restricted Awards outstanding under the Plan shall be adjusted in such manner, if any, as the Compensation Committee may in its discretion deem appropriate to reflect the event. However, no amount will be paid to, or in respect of, a Participant under the Plan or pursuant to any other arrangement, and no additional Restricted Awards will be granted to such Participant to compensate for a downward fluctuation in the market price of the Shares, nor will any other form of benefit be conferred upon, or in respect of a Participant for such purpose.

16.2 In the event of a Merger and Acquisition Transaction or proposed Merger and Acquisition Transaction, the Compensation Committee shall determine in an appropriate and equitable manner:

- (a) any adjustment to the number and type of Shares (or other securities) that thereafter shall be made the subject of Restricted Awards; and
- (b) the number and type of Shares (or other securities) subject to outstanding Restricted Awards; and

- (c) determine the manner in which all unvested Restricted Awards granted under this Plan will be treated including, without limitation, requiring the acceleration of the time for the vesting of such Restricted Awards by the Participants, the time for the fulfilment of any conditions or restrictions on such vesting, and the time for the expiry of such Restricted Awards.

Subsections (a) through (c) of this Section 16.2 may be utilized independently of, successively with, or in combination with each other and Section 16.1, and nothing therein contained shall be construed as limiting or affecting the ability of the Compensation Committee to deal with Restricted Awards in any other manner. All determinations by the Compensation Committee under this Article 16 will be final, binding and conclusive for all purposes.

16.3 Notwithstanding anything else in this Plan, any unvested Restricted Awards issued to a Participant at the time of a Merger and Acquisition Transaction shall immediately vest if either (i) the Participant is either terminated without cause or resigns with good reason (as such term has been defined under common law, including any reason that would be considered to amount to constructive dismissal by a court of competent jurisdiction) from their position with the Company within the period ending 12 months from the date of the completion of the Merger and Acquisition Transaction, or (ii) the Compensation Committee, acting reasonably, determines that an adjustment to the number and type of Shares (or other securities) resulting from a Merger and Acquisition Transaction is impractical or impossible. In the event this Section 16.3 is applicable, the Compensation Committee shall, acting reasonably, determine the extent to which the Participant met the conditions for vesting of Restricted Awards.

16.4 The grant of any Restricted Awards under this Plan will in no way affect the Company's right to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, amalgamate, reorganize, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets or engage in any like transaction.

## **ARTICLE 17 GENERAL**

17.1 Nothing herein or otherwise shall be construed so as to confer on any Participant any rights as a Shareholder of the Company with respect to any Shares reserved for the purpose of any Restricted Award.

17.2 Nothing in this Plan or any Award Agreement will confer upon any Participant any right to continue in the employ of or under contract with the Company or its Affiliates or affect in any way the right of the Company or any such Affiliate to terminate his or her employment at any time or terminate his or her consulting contract, nor will anything in this Plan or any Award Agreement be deemed or construed to constitute an agreement, or an expression of intent, on the part of the Company or any such Affiliate to extend the employment of any Participant beyond the time that he or she would normally be retired pursuant to the provisions of any present or future retirement plan of the Company or its Affiliates or any present or future retirement policy of the Company or its Affiliates, or beyond the time at which he or she would otherwise be retired pursuant to the provisions of any contract of employment with the Company or its Affiliates. Neither any period of notice nor any payment in lieu thereof upon termination of employment shall be considered as extending the period of employment for the purposes of this Plan.

17.3 Nothing contained in this Plan will restrict or limit or be deemed to restrict or limit the right or power of the Board in connection with any allotment and issuance of Shares which are not allotted and issued under this Plan including, without limitation, with respect to other compensation arrangements.

17.4 The Plan and any Award Agreement granted hereunder will be governed, construed and administered in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

17.5 References herein to any gender include all genders and to the plural includes the singular and vice versa. The division of this Plan into Sections and Articles and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Plan.

**SCHEDULE “A”**

**FORM OF AWARD AGREEMENT**

**PERK LABS INC.**  
(“The Company”)

**RESTRICTED SHARE UNIT AWARD PLAN**

**AWARD AGREEMENT**

This Award Agreement is entered into between the Company and the Participant named below pursuant to the Company’s Restricted Share Unit Award Plan (the “**Plan**”). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Plan.

This Agreement confirms that:

1. on \_\_\_\_\_, 20\_\_\_\_ (the “**Award Date**”);
2. \_\_\_\_\_ (the “**Participant**”);
3. was granted \_\_\_\_\_ Restricted Awards in respect of employment services to be rendered by the Participant to the Company or its Affiliates each of which entitles the Participant to receive one Share upon vesting, provided the following conditions are met:
  - (a) **[conditions of vesting to be included at time of grant.]**
4. the vesting of the Restricted Awards shall occur on the following schedule:

<u>Vesting Date</u>	<u>Percentage Vested</u>
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**[Timing of vesting to be included at time of grant.]**
5. The Company shall issue to the Participant all amounts receivable by the Participant all Shares receivable by the Participant pursuant to this Agreement from treasury;
6. by execution of this Agreement and acceptance of the Restricted Awards hereby granted, the Participant hereby represents and warrants to the Company that the Participant:
  - (a) is director, officer or employee of the Company or its Affiliates or a person otherwise determined as an Eligible Person under this Plan by the Compensation Committee;
  - (b) has not been induced to enter into such Agreement by the expectation of employment or continued employment with the Company or its Affiliates;
  - (c) is aware that the grant of the Restricted Award and the issuance by the Company of Shares thereunder are exempt from the obligation under applicable securities laws to file a prospectus or other registration document qualifying the distribution of the Restricted Awards of the Shares to be distributed thereunder under any applicable securities laws;

7. without restricting the generality of Section 4.5 of the Plan, the Company is expressly authorized to withhold and remit all Applicable Withholding Taxes arising as a consequence of the issuance, transfer, amendment or vesting of a Restricted Award granted pursuant to this Agreement or the issuance of Shares thereunder, (the “**Applicable Withholding Taxes Amount**”), in any of the following ways or any combination thereof:
- (a) by requiring the Participant, as a precondition to the Company’s obligation to issue Shares from treasury, to pay to the Company in cash the Applicable Withholding Taxes Amount, to be remitted by the Company to the appropriate government authorities for the Participant’s account;
  - (b) by offset against any salary or other amounts otherwise due or to become due from the Company to the Participant and remitting such amounts to the appropriate government authorities for the Participant’s account; and
  - (c) by selling, as the Participant’s agent, sufficient of the Shares issued to the Participant in payment and settlement of the Restricted Awards to raise, net of commissions and other related expenses, cash in an amount not less than the Applicable Withholding Taxes Amount and remitting the Applicable Withholding Taxes Amount to the appropriate government authorities for the Participant’s account, and the Participant hereby irrevocably appoints the Company as the Participant’s agent to effect such sale or sales and receive the proceeds therefrom;
8. Upon the termination of a Participant’s employment, including by way of death, retirement, disability, termination without cause and termination for cause during the term of a Restricted Award, all unvested Restricted Awards held by the Participant shall be forfeited and cancelled.

otherwise all on the terms and subject to the conditions and restrictions set out in the Plan.

By signing this Agreement, the Participant acknowledges that the Participant has read and understands the Plan and agrees to the terms and conditions of the Plan and this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as

of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PERK LABS INC.**

By: \_\_\_\_\_  
Participant

By: \_\_\_\_\_  
Authorized Signatory

## SCHEDULE "B"

### PERK LABS INC.

#### AUDIT COMMITTEE CHARTER

This Charter establishes the composition, the authority, roles and responsibilities and the general objectives of the Company's audit committee, or its Board of Directors in lieu thereof (the "**Audit Committee**"). The roles and responsibilities described in this Charter must at all times be exercised in compliance with the legislation and regulations governing the Company and any subsidiaries.

#### 1. Composition

- (a) *Number of Members.* The Audit Committee must be comprised of a minimum of three directors of the Company.
- (b) *Chair.* If there is more than one member of the Audit Committee, members will appoint a chair of the Audit Committee (the "**Chair**") to serve for a term of one (1) year on an annual basis. The Chair may serve as the chair of the Audit Committee for any number of consecutive terms.
- (c) *Financial Literacy.* All members of the audit committee will be financially literate as defined by applicable legislation. If upon appointment a member of the Audit Committee is not financially literate as required, the person will be provided with a period of three months to acquire the required level of financial literacy.
- (d) *Independence.* At least a majority of the members of the Audit Committee must be independent within the meaning of Section 1.4 of National Instrument 52-110.

#### 2. Meetings

- (a) *Quorum.* The quorum required to constitute a meeting of the Audit Committee is set at a majority of members.
- (b) *Agenda.* The Chair will set the agenda for each meeting, after consulting with management and the external auditor. Agenda materials such as draft financial statements must be circulated to all Audit Committee members for members to have a reasonable amount of time to review the materials prior to the meeting.
- (c) *Notice to Auditors.* The Company's auditors (the "Auditors") will be provided with notice as necessary of any Audit Committee meeting, will be invited to attend each such meeting and will receive an opportunity to be heard at those meetings on matters related to the Auditor's duties.
- (d) *Minutes.* Minutes of the Audit Committee meetings will be accurately recorded, with such minutes recording the decisions reached by the committee.

#### 3. Roles and Responsibilities

The roles and responsibilities of the Audit Committee include the following:

##### External Auditor

The Audit Committee will:

- (a) *Selection of the external auditor.* Select, evaluate and recommend to the Board, for shareholder approval, the Auditor to examine the Company's accounts, controls and financial statements.
- (b) *Scope of Work.* Evaluate, prior to the annual audit by the Auditors, the scope and general extent of the Auditor's review, including the Auditor's engagement letter.
- (c) *Compensation.* Recommend to the Board the compensation to be paid to the external auditors.

- (d) *Replacement of Auditor.* If necessary, recommend the replacement of the Auditor to the Board of Directors.
- (e) *Approve Non-Audit Related Services.* Pre-approve all non-audit services to be provided by the Auditor to the Company or its subsidiaries.
- (f) *Responsibility for Oversight.* Must directly oversee the work of the Auditor. The Auditor must report directly to the Audit Committee.
- (g) *Resolution of Disputes.* Assist with resolving any disputes between the Company's management and the Auditors regarding financial reporting.

#### Consolidated Financial Statements and Financial Information

The Audit Committee will:

- (a) *Review Audited Financial Statements.* Review the audited consolidated financial statements of the Company, discuss those statements with management and with the Auditor, and recommend their approval to the Board.
- (b) *Review of Interim Financial Statements.* Review and discuss with management the quarterly consolidated financial statements, and if appropriate, recommend their approval by the Board.
- (c) *MD&A, Annual and Interim Earnings Press Releases, Audit Committee Reports.* Review the Company's management discussion and analysis, interim and annual press releases, and audit committee reports before the Company publicly discloses this information.
- (d) *Auditor Reports and Recommendations.* Review and consider any significant reports and recommendations issued by the Auditor, together with management's response, and the extent to which recommendations made by the Auditor have been implemented.

#### Risk Management, Internal Controls and Information Systems

The Audit Committee will:

- (a) *Internal Control.* Review with the Auditors and with management, the general policies and procedures used by the Company with respect to internal accounting and financial controls. Remain informed, through communications with the Auditor, of any weaknesses in internal control that could cause errors or deficiencies in financial reporting or deviations from the accounting policies of the Company or from applicable laws or regulations.
- (b) *Financial Management.* Periodically review the team in place to carry out financial reporting functions, circumstances surrounding the departure of any officers in charge of financial reporting, and the appointment of individuals in these functions.
- (c) *Accounting Policies and Practices.* Review management plans regarding any changes in accounting practices or policies and the financial impact thereof.
- (d) *Litigation.* Review with the Auditors and legal counsel any litigation, claim or contingency, including tax assessments, that could have a material effect upon the financial position of the Company and the manner in which these matters are being disclosed in the consolidated financial statements.
- (e) *Other.* Discuss with management and the Auditors correspondence with regulators, employee complaints, or published reports that raise material issues regarding the Company's financial statements or disclosure.

#### Complaints

- (a) *Accounting, Auditing and Internal Control Complaints.* The Audit Committee must establish a procedure for the receipt, retention and treatment of complaints received by the Company regarding accounting, internal controls or auditing matters.

- (b) *Employee Complaints.* The Audit Committee must establish a procedure for the confidential transmittal on condition of anonymity by the Company's employees of concerns regarding questionable accounting or auditing matters.

#### **4. Authority**

- (a) *Auditor.* The Auditor, and any internal auditors hired by the company, will report directly to the Audit Committee.
- (b) *Independent Advisors.* The Audit Committee may, at the Company's expense and without the approval of management, retain the services of independent legal counsels and any other advisors it deems necessary to carry out its duties and set and pay the monetary compensation of these individuals.
- (c) *Communication.* The Audit Committee may communicate directly with management and any internal auditor, and with the Auditor directly without the presence or involvement of management.
- (d) *Expenses.* The Audit Committee may incur such ordinary administrative expenses that it deems necessary and appropriate to carry out its duties, which expenses the Company will pay or reimburse upon receiving an invoice or receipt, as applicable.

#### **5. Reporting**

The Audit Committee will report to the Board on:

- (a) the Auditor's independence;
- (b) the performance of the Auditor and any recommendations of the Audit Committee in relation thereto;
- (c) the reappointment and termination of the Auditor;
- (d) the adequacy of the Company's internal controls and disclosure controls;
- (e) the Audit Committee's review of the annual and interim consolidated financial statements;
- (f) the Audit Committee's review of the annual and interim management discussion and analysis;
- (g) the Company's compliance with legal and regulatory matters to the extent they affect the financial statements of the Company; and
- (h) all other material matters dealt with by the Audit Committee.