CONTAGIOUS GAMING INC.

Suite 800, 789 West Pender St.
Vancouver, British Columbia Canada V6C 1H2
Tel: 416 846-5580 Fax: 604 648-8350

INFORMATION CIRCULAR

as at September 11, 2015 (except as otherwise indicated)

This Information Circular is furnished in connection with the solicitation of proxies by the management of CONTAGIOUS GAMING INC. (the "Company") for use at the annual general and special meeting (the "Meeting") of its shareholders to be held on October 23, 2015 at the time and place and for the purposes set forth in the accompanying notice of the Meeting.

In this Information Circular, references to the "Company", "Contagious", "we" and "our" refer to Contagious Gaming Inc. "Common Shares" means common shares without par value in the capital of the Company. "Beneficial Shareholders" means shareholders who do not hold Common Shares in their own name and "intermediaries" refers to brokers, investment firms, clearing houses and similar entities that own securities on behalf of Beneficial Shareholders.

GENERAL PROXY INFORMATION

Solicitation of Proxies

The solicitation of proxies will be primarily by mail, but proxies may be solicited personally or by telephone by directors, officers and regular employees of the Company. The Company will bear all costs of this solicitation. We have arranged for intermediaries to forward the meeting materials to beneficial owners of the Common Shares held of record by those intermediaries and we may reimburse the intermediaries for their reasonable fees and disbursements in that regard.

Appointment of Proxyholders

The individuals named in the accompanying form of proxy (the "Proxy") is an officer and a director of the Company**. If you are a shareholder entitled to vote at the Meeting, you have the right to appoint a person or company other than either of the persons designated in the Proxy, who need not be a shareholder, to attend and act for you and on your behalf at the Meeting. You may do so either by inserting the name of that other person in the blank space provided in the Proxy or by completing and delivering another suitable form of proxy.**

Voting by Proxyholder

The persons named in the Proxy will vote or withhold from voting the Common Shares represented thereby in accordance with your instructions on any ballot that may be called for. If you specify a choice with respect to any matter to be acted upon, your Common Shares will be voted accordingly. The Proxy confers discretionary authority on the persons named therein with respect to:

(a) each matter or group of matters identified therein for which a choice is not specified, other than the appointment of an auditor and the election of directors;

(b) any amendment to or variation of any matter identified therein; and

(c) any other matter that properly comes before the Meeting.

In respect of a matter for which a choice is not specified in the Proxy, the persons named in the Proxy will vote the Common Shares represented by the Proxy for the approval of such matter.

Registered Shareholders

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

(a) completing, dating and signing the enclosed form of proxy and returning it to the Company's transfer agent, Computershare Investor Services Inc. ("Computershare"), by fax within North America at 1-866-249-7775, outside North America at (416) 263-9524, or by mail to the 8th Floor, 100 University Avenue, Toronto, Ontario, M5J 2Y1 or by hand delivery at 2nd Floor, 510 Burrard Street, Vancouver, British Columbia, Canada V6C 3B9;

(b) use a touch-tone phone to transmit voting choices to a toll free number. Registered shareholders must follow the instructions of the voice response system and refer to the enclosed proxy form for the toll free number, the holder's account number and the proxy access number; or

(c) use the internet through the website of the Company's transfer agent at www.investorvote.com. Registered Shareholders must follow the instructions that appear on the screen and refer to the enclosed proxy form for the holder's account number and the proxy access number.

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

Beneficial Shareholders

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

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 (an "intermediary"). 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 depositary 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).

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

There are two kinds of Beneficial owners – those who object to their name being made known to the issuers of securities which they own (called "OBOS" for Objecting Beneficial Owners) and those who do not object to the issuers of the securities they own knowing who they are (called "NOBOs" for Non-Objecting Beneficial Owners).

The Company is taking advantage of the provisions of National Instrument 54-101 "*Communication with Beneficial Owners of Securities of a Reporting Issuer*" that permit it to directly deliver proxy-related materials to its NOBOs. As a result NOBOs can expect to receive a scannable Voting Instruction Form ("VIF") from our transfer agent. These VIFs are to be completed and returned to Computershare in the envelope provided or by facsimile. In addition, Computershare provides both telephone voting and internet voting as described on the VIF itself which contain complete instructions at the Meeting with respect to the shares represented by the VIFs they receive.

These securityholder materials are being sent to both registered and non-registered owners of the securities of the Company. If you are a non-registered owner, and the Company or its agent 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 securities on your behalf.

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

Beneficial Shareholders who are OBOs should follow the instructions of their intermediary carefully to ensure that their Common Shares are voted at the Meeting.

The form of proxy supplied to you by your broker will be similar to the proxy provided to registered shareholders by the Company. However, its purpose is limited to instructing the intermediary on how to vote your Common Shares on your behalf. Most brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("Broadridge") in the United States and in Canada. Broadridge mails a VIF in lieu of a proxy provided by the Company. The VIF will name the same persons as the Company's Proxy to represent your Common Shares at the Meeting. You have the right to appoint a person (who need not be a Beneficial Shareholder of the Company), other than any of the persons designated in the VIF, to represent your Common Shares at the Meeting, and that person may be you. To exercise this right, you should insert the name of the desired representative (which may be yourself) in the blank space provided in the VIF. The completed VIF must then be returned to Broadridge by mail or facsimile or given to Broadridge by phone or over the internet, in accordance with Broadridge's instructions. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Common Shares to be represented at the Meeting, and the appointment of any shareholder's representative. **If you receive a VIF from Broadridge, the VIF must be completed and returned to Broadridge, in accordance with its instructions, well in advance of the Meeting in order to have your Common Shares voted at the Meeting and to vote your Common Shares at the Meeting.**

Notice to Shareholders in the United States

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

Revocation of Proxies

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

(a) executing a proxy bearing a later date or by executing a valid notice of revocation, either of the foregoing to be executed by the registered shareholder or the registered shareholder's authorized attorney in writing, or, if the shareholder is a corporation, under its corporate seal by an officer or attorney duly authorized, and by delivering the proxy bearing a later date to Computershare or to the address of the registered office of the Company at 1500 Royal Centre, 1055 West Georgia Street, P. O. Box 11117, Vancouver, British Columbia, V6E 4N7, at any time up to and including the last business day that precedes the day of the Meeting or, if the Meeting is adjourned, the last business day that precedes any reconvening thereof, or to the chairman of the Meeting on the day of the Meeting or any reconvening thereof, or in any other manner provided by law; or

(b) personally attending the Meeting and voting the registered shareholder's Common Shares.

A revocation of a proxy will not affect a matter on which a vote is taken before the revocation.

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

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

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The board of directors (the "Board") of the Company has fixed September 11, 2015 as the record date (the "Record Date") for determination of persons entitled to receive notice of the Meeting. Only shareholders of record at the close of business on the Record Date who either attend the Meeting personally or complete, sign and deliver a form of proxy in the manner and subject to the provisions described above will be entitled to vote or to have their Common Shares voted at the Meeting.

On September 19, 2014, Contagious Gaming acquired a 100% ownership in Telos Entertainment Inc. ("Telos") by issuing 17,500,000 common shares to the shareholders of Telos. For accounting purposes, this acquisition is accounted for as a reverse takeover transaction and recapitalization because the acquisition resulted in the former shareholders of Telos having control of the combined entity. This was accounted for as an acquisition of assets of Contagious Gaming and is not a business combination.

The Company's common shares trade on the TSX Venture Exchange (the "TSX-V") under stock symbol "CNS".

The authorized capital of the Company consists of an unlimited number of Common Shares. As of September 11, 2015, there were 73,849,479 Common Shares issued and outstanding, each carrying the right to one vote. No group of shareholders has the right to elect a specified number of directors, nor are there cumulative or similar voting rights attached to the Common Shares.

As of September 11, 2015 Record Date, there were a total of 30,175,329 Common Shares held in escrow under escrow agreement dated September 17, 2014 (the "Escrow Agreement"), each carrying the right to one vote. The following insiders of the Company owned Common Shares under the Escrow Agreement at Record Date: 1) Peter Glancy (343,153 common shares), Sean Yeomas (3,490,625 common shares), Gulfstream Capital Corp. (Charles Shin) (6,203,125 common shares)

To the knowledge of the directors and executive officers of the Company, no person or corporation beneficially owned, directly or indirectly, or exercised control or direction over, Common Shares carrying more than 10% of the voting rights attached to all outstanding Common of the Company as at September 11, 2015.

The following documents filed with the securities commissions or similar regulatory authority in the Canadian Provinces of British Columbia and Alberta are specifically incorporated by reference into this information circular.

- The audited financial statements of the Company for the year ended March 31, 2015 and the report of the auditor and related management discussion and analysis as filed on SEDAR on July 28, 2015;

- The Company's audit committee charter referenced as Schedule "A" in the Information Circular prepared for former Company name, Kingsman Resources Inc. shareholder meeting held June 27, 2013 and filed on SEDAR at www.sedar.com on May 30, 2013; and

- The Company's 2005 Articles which was filed on SEDAR on September 22, 2015.

FINANCIAL STATEMENTS

The Company changed its year end from December 31 to March 31. The audited financial statements of the Company for the fiscal year ended March 31, 2015, the report of the auditor thereon and the related management's discussion and analysis were filed on SEDAR at www.sedar.com on July 28, 2015, and will be tabled at the Meeting and will be available at the Meeting.

ELECTION OF DIRECTORS

There are currently five directors of the Company. Management proposes that the number of directors be fixed at five. Shareholders will therefore be asked to approve an ordinary resolution that the number of directors elected to be fixed at five.

The term of office of each of the current directors will end at the conclusion of the Meeting. Unless the director's office is vacated earlier in accordance with the provisions of the *Business Corporations Act (*British Columbia) ("BCBCA"), each director elected at the Meeting will hold office until the conclusion of the next annual general meeting of the Company, or if no director is then elected, until a successor is elected.

The following disclosure sets out the names of management's four nominees for election as directors, all major offices and positions with the Company and any of its significant affiliates each now holds, the principal occupation, business or employment of each director nominee, the period of time during which each nominee has been a director of the Company and the number of Common Shares of the Company beneficially owned by each, directly or indirectly, or over which each exercised control or direction, as at September 11, 2015:

Name of Nominee; Current Position with the Company and Province or State and Country of Residence	**Occupation, Business or Employment[(1)]**	**Period as a Director of the Company**	**Shares Beneficially Owned or Controlled[(1)]**
PETER GLANCY[(8)] Chief Executive Officer and Director Kent, United Kingdom	CEO and founder of the Company since June 2011 and Managing Director of Gextech Holdings Limited from January 2005 to October 2010.	Officer and Director August 1, 2014	6,815,398[(2)]
SEAN YEOMANS President and Director Prince Edward Island, Canada	Founder and CEO of Telos Group of Companies since October 2004	Officer and Director since August 1, 2014	5,987,500 [(3)]
CHARLES SHIN[(7)(9)] Director Ontario, Canada	Founder and Managing Partner of Gulfstream Capital Corp. since 2012 Formerly Managing Directror of Investment Banking at Canaccord Genuity Corp. from 2005 to 2012	Director since August 1, 2014	6,937,500 [(4)]
DESMOND M. BALAKRISHNAN[(7)(8)(9)] Director British Columbia , Canada	Corporate Securities Lawyer (2002 to present), Partner at McMillan LLP (formerly Lang Michener LLP) (2004 to present).	Director since August 1, 2014	150,000[(5)]

Name of Nominee; Current Position with the Company and Province or State and Country of Residence	Occupation, Business or Employment[1]	Period as a Director of the Company	Shares Beneficially Owned or Controlled[1]
VICTOR WELLS [7][8][9] Director Ontario, Canada	Corporate Director, Chartered Professional Accountant, ICD.D (Institute of Corporate Directors designation)	Director since August 1, 2014	Nil[6]

Notes:

(1) The information as to principal occupation, business or employment and Common Shares beneficially owned or controlled is not within the knowledge of the management of the Company and has been furnished by the respective nominees or from the respective nominee SEDI reports. Each nominee has held the same or a similar principal occupation with the organization indicated or a predecessor thereof for the last five years.

(2) 343,153 common shares are held under the Escrow Agreement. Mr. Glancy holds 750,000 options to purchase 750,000 common shares at an exercise price of $ 0.40, expiring on September 19, 2019.

(3) 3,490,625 common shares are held under the Escrow Agreement.

(4) 6,203,125 common shares are held under the Escrow Agreement, through Gulfstream Capital Corp., a private company owned and controlled by Mr. Shin. Mr. Shin holds 1,500,000 options to purchase 1,500,000 common shares at an exercise price of $ 0.40, expiring on September 19, 2019.

(5) 50,000 common shares are held through Desmond Balakrishnan Law Corporation. Mr. Balakrishnan holds 150,000 options to purchase 150,000 common shares at an exercise price of $ 0.40, expiring on September 19, 2019.

(6) Mr. Wells holds 150,000 options to purchase 150,000 common shares at an exercise price of $0.40, expiring on September 19, 2019.

(7) Member of Audit Committee.

(8) Member of Compensation Committee.

(9) Member of Corporate Governance Committee.

Director Biographies

Peter Glancy

Peter Glancy has been the CEO and founder of Contagious Sports since June 2011. Mr Glancy has over 20 years of experience in the gaming and sports media industries. Prior to forming Contagious, Mr. Glancy was the Managing Director of Gextech Holdings Limited, a technology developer for the gaming industry, from January 2005 to October 2010. At Gextech, Mr. Glancy's responsibilities included new initiatives, sales and marketing, and leading a team of over 65 people in offices located in Malaga, London, Barcelona and New York.

Sean Yeomans

Sean Yeomans has been the CEO and founder of Telos Group of Companies since October 2014. Under Mr. Yeomans' leadership, Telos has been among the first to pursue the emerging US eInstant/ iLottery development market. Mr. Yeomans has over 18 years of experience in gaming, new media, and animation projects. Mr. Yeomans is the recipient of several awards including a Gemini Award, Premier's Entrepreneurship of the Year Award and a National Research Council's Canadian Innovation Leader Certificate. Mr. Yeomans graduated from the University of New Brunswick with an English Honors Degree in 1994. Mr. Yeomans also has 5 years of teaching experience as a sessional lecturer at the University of Prince Edward Island.

Charles Shin

Charles Shin is the Founder and Managing Partner for Gulfstream Capital Corp., a merchant bank focused on investing and advising growth companies. Prior to forming Gulfstream in 2012, Mr. Shin spent 14 years as an investment banker, most recently with Canaccord Genuity as a Managing Director in the Canadian Investment Banking group. During his tenure from 2005 - 2012, focused on building Canaccord's Diversified Industries practice and later took on the responsibility for initially building the firm's Asia investment banking practice that focused on driving the firm's M&A and underwriting revenues from the region. Mr. Shin graduated from the University of Toronto in 1999 with a Bachelor of Arts in Economics and Actuarial Science.

Desmond Balakrishnan

Desmond Balakrishnan is a Vancouver lawyer and has practiced law as a partner at the Vancouver office of McMillan LLP since February, 2002. Mr. Balakrishnan has been a partner of McMillan LLP (formerly Lang Michener LLP), since 2004. His areas of practice focus on mergers, acquisitions, listed company maintenance, international public listings, gaming and entertainment law. He graduated from the University of Alberta in 1997 with an LL.B (*with distinction*) and was called to the Bar in British Columbia in 1998. He is a member of the Vancouver Bar Association, the Canadian Bar Association and the International Masters of Gaming Law.

Victor Wells

Victor Wells is a Corporate Director. He is a Chartered Professional Accountant and holds the ICD.D designation from the Institute of Corporate Directors. He has over 25 years of experience with public companies in corporate finance, most recently with as CFO for Chemtrade Logistics (TSX:CHE.UN) from July 2001 to April 2006. Mr. Wells obtained a Business Management diploma from Ryerson University in 1962 and was elected a Fellow of the Institute of Chartered Accountants of British Columbia in 1990 and the Ontario Institute of Chartered Accountants in 2006. He received his Chartered Accountant designation from the Institute of Chartered Accountants of Ontario in 1967 and his ICD.D designation from the Institute of Corporate Directors in 2007.

Within the last 10 years before the date of this Information Circular, except as noted below, no proposed nominee for election as a director of the Company was a director or executive officer of any company (including the Company in respect of which this Information Circular is prepared) acted in that capacity for a company that was:

(a) subject to a cease trade or similar order or an order denying the relevant company access to any exemptions under securities legislation, for more than 30 consecutive days;

(b) subject to an event that resulted, after the director or executive officer ceased to be a director or executive officer, in the company being the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under the securities legislation, for a period of more than 30 consecutive days;

(c) within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or has 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;

(d) subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or

(e) subject to any other penalties or sanctions imposed by a court or a regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

Desmond Balakrishnan

Desmond Balakrishnan, a director of the Company, was a director of Probe Resources Ltd. ("Probe") (now known as Rooster Energy Ltd.), a TSX Venture Exchange listed company, at the time Probe was issued a cease trade order on January 7, 2011, for failure to file its annual financial statements and management's discussion and analysis for its financial year ended August 31, 2010 in the required time. Probe announced by press release dated November 16, 2010 that the company's U.S. subsidiaries filed voluntary Chapter 11 petitions in U.S. Bankruptcy Court for the Southern District of Texas in Houston, Texas. Mr. Balakrishnan resigned upon the filing of the Chapter 11 proceeding in November 2012. Probe emerged from its Chapter 11 bankruptcy filing on April 15, 2011 and then brought its filings up to date. On February 6, 2012, the cease trade order was lifted.

Desmond Balakrishnan, a director of the Company, is currently a director of Copacabana Capital Limited ("Copacabana"), a financial services company incorporated under the laws of and managed in Bermuda. On May 9, 2006 and September 13, 2006, Copacabana was issued a cease trade order by the British Columbia Securities Commission and the Alberta Securities Commission respectively due to a failure to file certain financial information. Copacabana's securities were delisted from the TSX Venture Exchange on July 13, 2009 for failure to pay their Annual Sustaining Fees. Prior to delisting this company's securities were subject to a suspension from trading on the TSX Venture Exchange.

Victor Wells

Victor Wells, a director of the Company, was a director of TriNorth Capital Inc ("TriNorth") until June 2010. During his tenure, a management cease trade order was issued as a result of TriNorth not filing its financial statements and MD&A for the periods ending December 31, 2009 and March 31, 2010 within the required time frames. The financial statements and MD&A for December 31, 2009 were subsequently filed on June 29, 2010 and the interim financial statements and MD&A for the period ending March 31, 2010 were subsequently filed on June 30,2010. Mr. Wells resigned from the board of TriNorth on June 30, 2010.

APPOINTMENT OF AUDITOR

BDO LLP, Chartered Accountants, whose principal place of business is located 55 Baker Street, London, W1U 7EU, United Kingdom, will be nominated at the Meeting for appointment as auditor of the Company.

AUDIT COMMITTEE AND RELATIONSHIP WITH AUDITOR

National Instrument 52-110 of the Canadian Securities Administrators ("NI 52-110") requires the Company, as a venture issuer, to disclose annually in its Information Circular certain information concerning the constitution of its audit committee and its relationship with its independent auditor, as set forth in the following:

The Audit Committee's Charter

A copy of the Audit Committee Charter is attached as Schedule "A" to the information circular prepared for former Kingsman Resources Inc.'s shareholder meeting held June 27, 2013 and filed on SEDAR at www.sedar.com on May 30, 2013.

Composition of the Audit Committee

At March 31, 2015 the members of the Audit Committee were composed of Victor Wells (Chair), Charles Shin and Desmond Balakrishnan . Messrs Wells, Shin and Balakrishnan are independent members of the Audit Committee. All members of the Audit Committee are considered to be financially literate.

Relevant Education and Experience

All members of the audit committee have a strong understanding of the accounting principles used by the Company to prepare its financial statements and have the ability to assess the general application of those principles in connection with estimates, accruals and reserves.

Each of the members of the audit committee has:

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

See disclosure under subheading "Director Biographies".

Audit Committee Oversight

The Audit Committee has not made any recommendations to the Board to nominate or compensate any auditor other than BDO LLP.

Reliance on Certain Exemptions

The Company's auditor, BDO LLP, have not provided any material non-audit services.

Pre-Approval Policies and Procedures

The specific policies and procedures for the engagement of material non-audit services are described in the Company's Audit Committee Charter.

External Auditor Service Fees

The Audit Committee has reviewed the nature and amount of the non-audited services provided by BDO LLP to ensure auditor independence. Prior to completion of the RTO transaction with Telos on September 19, 2014, the Company's auditor was MNP LLP. BDO LLP was appointed the auditor of the Company subsequent to closing of the RTO. Fees incurred with BDP LLP and MNP LLP for audit and non-audit services and audit fees outlined in the following table. The Company changed its year end from December 31 to March 31.

Nature of services	Fees billed by auditor during year ended March 31, 2015	Fees billed by auditor during year ended December 31, 2013
Audit fees	$186,550	$11,000
Audit-related fees	$4,200	$Nil
Tax fees	$Nil	$1,000
Total	$190,750	$12,000

Notes:

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

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

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

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

Exemption

The Company is exempt from the requirements of Part 3 *Composition of the Audit Committee* and Part 5 *Reporting Obligations* of NI 52-110.

CORPORATE GOVERNANCE

General

Corporate governance refers to the policies and structure of the board of directors of a company, whose members are elected by and are accountable to the shareholders of the company. Corporate governance encourages establishing a reasonable degree of independence of the board of directors from executive management and the adoption of policies to ensure the board of directors recognizes the principles of good management. The Board of the Company is committed to sound corporate governance practices, as such

practices are both in the interests of shareholders and help to contribute to effective and efficient decision-making.

Board of Directors

Directors are considered to be independent if they have no direct or indirect material relationship with the Company. A "material relationship" is a relationship which could, in the view of the Company's Board, be reasonably expected to interfere with the exercise of a director's independent judgment.

The Board facilitates its independent supervision over management by conducting a quarterly review of the Company's financial statements and management discussion and analysis as well as requiring material transactions to be approved by the Board prior to the transaction taking place.

The independent members of the Board of the Company are Charles Shin, Desmond Balakrishnan and Victor Wells. The non-independent directors are Peter Glancy, Chief Executive Officer and Sean Yeomans, President.

Directorships

The directors are currently serving on boards of the following other reporting companies (or equivalent) as set out below:

Name of Director	Name of reporting company	Exchange listed
Charles Shin	Gulfstream Acquisition 1 Corp.	TSX-V[(1)]
Desmond Balakrishnan	Big Sky Petroleum Corporation (formerly, Fox Resources Ltd.)	TSX-V[(1)]
	Copacabana Capital Limited	TSX-V[(1)]
	Petro Basin Energy Corp.	NEX[(3)]
	Red Rock Capital Corp.	NEX[(3)]
	Shelby Ventures Inc.	NEX[(3)]
Victor Wells	Student Transportation Inc.	TSX[(2)]/ Nasdaq
	Pasinex Resources Limited	CSE[(4)]

Notes:
(1) TSX-V means the TSX Venture Exchange.
(2) TSX means the Toronto Stock Exchange.
(3) NEX means the NEX Board of the TSX-V.
(4) CSE means the Canadian Securities Exchange.

Orientation and Continuing Education

When new directors are appointed, they receive an orientation, commensurate with their previous experience, on the properties and business, and on the responsibilities of directors.

Board meetings may also include presentations by the Company's management and employees to give the directors additional insight into the Company's business.

Ethical Business Conduct

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

Nomination of Directors

A Corporate Governance Committee was established on November 4, 2014. The current members of the Company's Corporate Governance Committee are Desmond Balakrishnan (Chair), Victor Wells and Charles Shin. This Committee is responsible for the nominations to the Board, and this Committee 1) establishes criteria for selecting new directors which shall reflect, among other facts, a candidate's integrity and business ethics, strength of character, judgment, experience, and independence, as well as factors relating to the composition of the Board, including its size and structure, the relative strengths and experience of current board members and principles of diversity; 2) considers and recruits candidates to fill new positions on the Board; 3) reviews any candidate recommended by the shareholders of the Company; 4) is responsible for conducting appropriate inquiries to establish a candidate's compliance with the independent and other qualification requirements established by the Corporate Governance Committee; 5) assesses the contributions of current directors in connection with the annual recommendation of a slate of nominees and at that time reviews the criteria for Board candidates in the context of the evaluation process and other perceived needs of the Board; and 6) recommends the director nominees for election by the shareholders.

Compensation

A Compensation Committee was established on November 4, 2014. The current members of the Company's Compensation Committee are Victor Wells (Chair), Desmond Balakrishnan and Peter Glancy. This Committee is responsible for executive compensation and Board compensation. This Committee 1) reviews and approves on an annual basis the corporate goals and objectives relevant to the CEO's compensation; 2) evaluates at least once a year the CEO's performance in light of established goals and objectives and, based on such evaluation, shall, together with all other independent members of the Board, determines and approves the CEO's annual compensation, including, as appropriate, salary, bonus, incentive, and equity compensation; 3) reviews and approves on an annual basis the evaluation process and compensation structure for the Company's executive officers, including parameters for salary adjustments (at the discretion of the CEO) for officers; and 4) reviews and make recommendations to the Board with respect to the adoption, amendment, and termination of the Company's management incentive-compensation and equity-compensation plans, and oversees their administration and discharges any duties imposed on the Compensation Committee by any of those plans.

Other Board Committees

At this time, the Board does not have any standing committees other than the Audit Committee, the Corporate Governance Committee and the Compensation Committee.

Assessments

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

STATEMENT OF EXECUTIVE COMPENSATION

Executive Compensation

In this section "Named Executive Officer" (an "NEO") means the Chief Executive Officer (the "CEO"), the Chief Financial Officer (the "CFO") and each of the three most highly compensated executive officers, other than the CEO and CFO, who were serving as executive officers at the end of the most recently completed fiscal year and whose total salary and bonus exceeds $150,000 as well as any additional individuals for whom disclosure would have been provided except that the

individual was not serving as an officer of the Company at the end of the most recently completed financial year end. Peter Glancy, Chief Executive Officer, Sean Yeomans, President and Adam Kniec, Chief Financial Officer, are each a Named Executive Officer ("NEO") of the Company for the purposes of the following disclosure.

Compensation Discussion and Analysis

The members of the Company's Compensation Committee at fiscal year ended March 31, 2015 were Victor Wells (Chairman), Peter Glancy and Desmond Balakrishnan.

The Compensation Committee is tasked with the responsibility of, among other things, recommending to the Board compensation policies and guidelines for the Company and for implementing and overseeing compensation policies approved by the Board.

The Compensation Committee reviews on an annual basis the cash compensation, performance and overall compensation package of each executive office, including the Named Executive Officers. It then submits to the Board recommendations with respect to basic salary, bonus and participation in share compensation arrangements for each executive officer. In considering executive officers other than the Chief Executive Officer, the Compensation Committee shall take into account the recommendation of the Chief Executive Officer.

The Company does not have a formal compensation program with set benchmarks, however, the Company does have a compensation program which seeks to reward an executive officer's current and future expected performance. Individual performance in connection with the achievement of corporate milestones and objectives is also reviewed for all executive officers.and the Board monitors the Company's compensation policy.

At this time NEOs and directors are not allowed to hedge risk of the Company's securities.

Base Salary

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

Philosophy and Objectives

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

(a) attracting and retaining talented, qualified and effective executives;

(b) motivating the short and long-term performance of these executives; and

(c) better aligning their interests with those of the Company's shareholders.

In compensating its senior management, the Company has employed a combination of base salary and equity participation through its share option plan.

Bonus Incentive Compensation

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

Equity Participation

The Company believes that encouraging its executives and employees to become shareholders is the best way of aligning their interests with those of its shareholders. Equity participation is accomplished through the Company's share option plan. Stock options are granted to executives and employees taking into account a number of factors, including the amount and term of options previously granted, base salary and bonuses and competitive factors. The amounts and terms of options granted are determined by the Board.

The Board continues to review and redesign the overall compensation plan for senior management so as to continue to address the objectives identified above.

Compensation Review Process

Risks Associated with the Company's Compensation Practices

The Board has not proceeded to a formal evaluation of the implications of risks associated with the Company's compensation policies and practices. The Board reviews the risks at least once annually, if any, associated with the Company's compensation policies and practices at such time.

Executive compensation is comprised of short-term compensation in the form of a base salary and long-term ownership through the Company's share option plan. This structure ensures that a significant portion of executive compensation (stock options) is both long-term and "at risk" and, accordingly, is directly linked to the achievement of business results and the creation of long-term shareholder value. As the benefits of such compensation, if any, are not realized by officers until a significant period of time has passed, the ability of officers to take inappropriate or excessive risks that are beneficial to their compensation at the expense of the Company and the shareholders is extremely limited. Furthermore, the short-term component of the executive compensation (base salary) represents a relatively small part of the total compensation. As a result, it is unlikely that an officer would take inappropriate or excessive risks at the expense of the Company or the shareholders that would be beneficial to their short-term compensation when their long-term compensation might be put at risk from their actions.

Due to the small size of the Company and the current level of the Company's activity, the Board is able to closely monitor and consider any risks which may be associated with the Company's compensation policies and practices. Risks, if any, may be identified and mitigated through regular meetings of the Board during which financial and other information of the Company are reviewed. No risks have been identified arising from the Company's compensation policies and practices that are reasonably likely to have a material adverse effect on the Company.

The Company has not adopted a policy restricting its executive officers or directors from purchasing financial instruments that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by its executive officers or directors. To the knowledge of the Company, none of the executive officers or directors has purchased such financial instruments.

Base Salary or Consulting Fees

Base salary ranges for the executive officers were initially determined upon a review of companies within the Company's industry, which were of the same size as the Company, at the same stage of development as the Company and considered comparable to the Company.

In determining the base salary of an executive officer, the Board considers the following factors:

(a) the particular responsibilities related to the position;

(b) salaries paid by other companies in the Company's industry which were similar in size as the Company;

(c) the experience level of the executive officer;

(d) the amount of time and commitment which the executive officer devotes to the Company; and

(e) the executive officer's overall performance and performance in relation to the achievement of corporate milestones and objectives.

The Company did not enter into any formal employment or consulting agreements with the Company's executive officers. The Company is paying the following base compensation to NEOs as follows: (i) $140,000 per year to Peter Glancy, CEO, (ii) $120,000 per year to Sean Yeomans, President, and (iii) $72,000 per year to ArkOrion Enterprises Inc, a company controlled by Adam Kniec, the Company's CFO

Benefits and Perquisites

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

Hedging by Named Executive Officers or Directors

The Company has not, to date, adopted a policy restricting its executive officers and directors from purchasing financial instruments, including, for greater certainty, prepaid variable forward contracts, equity swaps, collars, or units of exchange funds, which are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by executive officers or directors. As of the date of this Information Circular, entitlement to grants of incentive stock options under the Company's share option plan is the only equity security element awarded by the Company to its executive officers and directors.

Stock Options

The Company has a share option plan in place for the granting of stock options to the directors, officers, employees and consultants of the Company. The purpose of granting such options is to assist the Company in compensating, attracting, retaining and motivating such persons and to closely align the personal interest of such persons to that of the Company's shareholders, having regard to the fact that currently the Company does not generate cash flows from operations and, as a result, there are limited funds available for the payment of salaries or consulting fees. The allocation of options pursuant to the share option plan is determined by the Board which, in determining such allocations, considers such factors as previous grants to individuals, overall Company performance, share price, the role and performance of the individual in question, the amount of time directed to the Company's affairs and time expended for serving on the Company's committees.

Option-Based Awards

The Company has in place the share option plan for the purpose of attracting and motivating directors, officers, employees and consultants of the Company and advancing the interests of the Company by affording such persons the opportunity to acquire an equity interest in the Company through stock options granted pursuant to the share option plan to purchase Shares.

Summary Compensation Table

The compensation paid to the NEOs during the Company's financial year ended March 31, 2015 set out below and expressed in Canadian dollars unless otherwise noted. The Company changed its year end from December 31 to March 31 post the RTO.

Name and principal position	Year	Salary[1] ($)	Share-based awards[2] ($)	Option-based awards[2] ($)	Non-equity incentive plan compensation ($)		Pension value ($)	All other compensation ($)	Total compensation[3] ($)
					Annual incentive plans	Long-term incentive plans			
Peter Glancy CEO [4]	2015	74,939	Nil	250,493	Nil	Nil	Nil	Nil	325,432
Sean Yeomans President [5]	2015	93,629	Nil	Nil	Nil	Nil	Nil	Nil	93,629
Adam Kniec CFO and Corporate Secretary [6]	2015	38,400	Nil	83,498	Nil	Nil	Nil	Nil	121,898

Notes:

(1) Includes the dollar value of cash and non-cash base salary earned during a financial year covered.

(2) This amount represents the dollar amount based on the grant date fair value of the award for the year ended March 31, 2015 using the Black -Scholes pricing model.

(3) These amounts include all amounts set out in table for each NEO and executive officer.

(4) Peter Glancy was appointed Chief Executive Officer of the Company on August 1, 2014.

(5) Sean Yeomans was appointed President of the Company on August 1, 2014.

(6) Adam Kniec was appointed Chief Financial Officer and Corporate Secretary of the Company on February 1, 2014.

Incentive Plan Awards

Outstanding Share-Based Awards and Option-Based Awards

The following table sets forth information concerning all incentive stock options (option-based awards) pursuant to the Company's share option plan outstanding at the year ended March 31, 2015, to each NEO. The Company does not issue share-based awards.

	Option-based Awards				Share-based Awards		
Name	Number of securities underlying unexercised options (#)	Option exercise price ($)	Option expiration date	Value of unexercised in-the-money options [1] ($)	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested ($)	Market or payout value of vested share-based awards not paid out or distributed ($)
Peter Glancy, CEO	750,000	0.40	September 19, 2019	Nil	Nil	Nil	Nil
Adam Kniec, CFO	250,000	0.40	September 19, 2019	Nil	Nil	Nil	Nil

Note:

(1) "In-the-Money Options" means the excess of the market value of the Company's shares on March 31, 2015 over the exercise price of the options. The closing price on the TSX-V of the Common Shares as at March 31, 2015 was $0.35 per Common Share, accordingly, no value has been ascribed to the options noted in the table above.

Incentive Plan Awards – Value Vested or Earned During the Year

The following table sets out all option-based awards vested for each NEO who was an NEO during the fiscal year ended March 31, 2015. The Company did not grant any share-based awards.

Named Executive Officer	Option-based awards – Value vested during the year [1] ($)
Peter Glancy, CEO	Nil
Adam Kniec, CFO	Nil

Note:

(1) This amount is the dollar value that would have been realized computed by obtaining the difference between the market price of the underlying securities and the exercise price of the options under the option-based award on the vesting dates for options vested during the year ended March 31, 2015.

Pension Plan Benefits

The Company has no pension plans that provide for payments or benefits to any NEO at, following or in connection with retirement.

Termination and Change of Control Benefits

The Company has not provided compensation, monetary or otherwise, during the most recently completed financial year, to any person who now or previously has acted as an NEO of the Company, in connection with or related to the retirement, termination or resignation of such person, and the Company has provided no compensation to any such person as a result of a change of control of the Company. The Company is not party to any compensation plan or arrangement with any NEO with respect to the resignation, retirement or termination of employment of any such person.

There are no compensatory plans or arrangements between the Company and any NEO with respect to the resignation, retirement or other termination of employment of the NEO, a change of control of the Company or a

change in the NEO's responsibilities following a change of control of the Company involving an amount, including all periodic payments or instalments, exceeding $100,000.

Director Compensation

Other than compensation paid to the Named Executive Officers, and except as noted below, no compensation was paid to directors in their capacity as directors of the Company, as members of a committee of the Board, or as consultants or experts, during the Company's most recently completed financial year.

The following table sets forth the details of compensation provided to the directors, other than the Named Executive Officers, during the Company's most recently completed financial year ended March 31, 2015:

Name	Fees earned ($)	Share-based awards ($)	Option-based awards ($)[3]	Non-equity incentive plan compensation ($)	Pension value ($)	All other compensation ($)	Total ($)
Charles, Shin[1]	26,667	Nil	500,987	Nil	Nil	Nil	527,654
Victor Wells	8,000	Nil	50,099	Nil	Nil	Nil	58,099
Desmond Balakrishnan[2]	Nil	Nil	50,099	Nil	Nil	Nil	50,099

Notes:

(1) In addition to the director's fees paid to Charles Shin reported in the table above, during the year ended March 31, 2015 the Company paid $38,400 in financial advisory fees to Gulfstream Capital Corp. ("Gulfstream"). Charles Shin is the founder and managing partner of Gulfstream.

(2) During the year-ended March 31, 2015, the Company recorded $449,670 of legal fees to McMillan LLP, a law firm in which Desmond Balakrishnan, the Company's director, is a partner.

(3) This amount represents the dollar amount based on the grant date fair value of the award for the year ended March 31, 2015 using the Black -Scholes pricing model.

Outstanding Share-Based Awards, Option-Based Awards

The following table sets forth information concerning all awards outstanding to each of a director who was not an NEO for the Company's most recently completed financial year of March 31, 2015. The Company did not grant any share-based awards for the most recently completed financial year of March 31, 2015:

	Option-based Awards				Share-based Awards		
Name	Number of securities underlying unexercised options (#)	Option exercise price ($)	Option expiration date	Value of unexercised in-the-money options ($)[1]	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested ($)	Market or payout value of vested share-based awards not paid out or distributed ($)
Charles, Shin	1,500,000	0.40	September 19, 2019	Nil	Nil	Nil	Nil
Victor Wells	150,000	0.40	September 19, 2019	Nil	Nil	Nil	Nil
Desmond Balakrishnan	150,000	0.40	September 19, 2019	Nil	Nil	Nil	Nil

Note:

(1) "In-the-Money Options" means the excess of the market value of the Company's shares on March 31, 2015 over the exercise price of the options. The closing price on the TSXV of the Common Shares as at March 31, 2015 was $0.35 per Common Share, accordingly, no value has been ascribed to the options noted in the table above.

Incentive Plan Awards – Value Vested or Earned During the Year

The following table sets forth information concerning all awards value vested or earned to a director who was not an NEO for the Company's most recently completed financial year of March 31, 2015. The Company did not grant any share-based awards.

Name (a)	Option-based awards – Value vested during the year ($)[1] (b)	Share-based awards – Value vested during the year ($) (c)	Non-equity incentive plan compensation – Value earned during the year ($) (d)
Charles, Shin	Nil	Nil	Nil
Victor Wells	Nil	Nil	Nil
Desmond Balakrishnan	Nil	Nil	Nil

Note:

(1) This amount is the dollar value that would have been realized computed by obtaining the difference between the market price of the underlying securities and the exercise price of the options under the option-based award on the vesting dates for options vested during the year ended March 31, 2015.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The only equity compensation plan which the Company has in place a 10% "rolling" share option plan dated for reference June 25, 2003. The Company is seeking shareholder approval at the Meeting to the adoption of a new form 10% "rolling" share option plan. See disclosure under heading "PARTICULARS OF MATTERS TO BE ACTED UPON – *New Form Share Option Plan"*.

The following table sets out equity compensation plan information as at the end of the financial year ended March 31, 2015.

Equity Compensation Plan Information

	Number of securities to be issued upon exercise of outstanding options.	Weighted-average exercise price of outstanding options.	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))
Plan Category	**(a)**	**(b)**	**(c)**
Equity compensation plans approved by securityholders - (the Share Option Plan)	4,100,000	$0.39	3,284,948
Equity compensation plans not approved by securityholders	N/A	N/A	N/A
Total	4,100,000	$0.39	3,284,948

Note: Share Option Plan limitation of 10% of the issued and outstanding Common Shares as at March 31, 2015, less issued options as listed in the second column of this table.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

No directors, proposed nominees for election as directors, executive officers or their respective associates or affiliates, or other management of the Company were indebted to the Company as of the end of the most recently completed financial year or as at the date hereof.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as set out below, to the knowledge of management of the Company, no informed person (a director, officer or holder of 10% or more of the Common Shares) or nominee for election as a director of the Company or any associate or affiliate of any informed person or proposed director had any interest in any transaction which has materially affected or would materially affect the Company or any of its subsidiaries during the year ended March 31, 2015, or has any interest in any material transaction in the current year other than as set out herein.

During the year ended March 31, 2015:

- On September 19, 2014, Contagious Gaming acquired a 100% ownership in Telos by issuing 17,500,000 common shares to the shareholders of Telos. Out of 17,500,000 common shares issued, Sean Yeomans (President and Director of the Company), received 9,887,500 common shares.
- On September 19, 2014, Contagious Gaming acquired a 100% ownership in Contagious Sports by issuing 20,000,001 common shares to the shareholders of Contagious Sports. Out of 20,000,001 common shares issued, 6,422,000 common shares were issued to Peter Glancy's son. Peter Glancy is a CEO and Director of the Company and he has voting control over his son's common shares of the Company.
- On September 19, 2014, the Company issued 457,537 common shares valued at $183,015 in settlement of $171,635 of amounts payable to Peter Glancy, resulting in a loss on settlement of debt of $11,380.

MANAGEMENT CONTRACTS

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

PARTICULARS OF OTHER MATTERS TO BE ACTED UPON

A. New Share Option Plan

The TSX-V policy requires all of its listed companies to have a share option plan if the company intends to grant options.

On July 31, 2015, the Board approved the adoption of a new form 10% rolling share option plan (the "New Share Option Plan"), the form of which is attached as Schedule A to this Information Circular, in order to comply with current policies of the TSX-V and to increase the flexibility of the Company to attract and maintain the services of executives, employees and others who provide services to the Company.

The New Share Option Plan is a 10% maximum rolling plan. Options granted under the New Share Option Plan are not exercisable for a period longer than 10 years and the exercise price must be paid in full upon exercise of the option. At the date hereof there are options outstanding to purchase an aggregate of 4,100,000 Common Shares under the Company's current 10% "rolling" share option plan.

Shareholders are being asked at the Meeting to ratify, confirm and approve the New Share Option Plan.

The New Share Option Plan is subject to the following restrictions:

(a) The Company must not grant an option to any one individual director, officer, employee, management company employee, consultant or company consultant (the "Service Provider") in any 12 month period that exceeds 5% of the outstanding shares, unless the Company has obtained approval to do so by a majority of the votes cast by the shareholders of the Company eligible to vote at a shareholders' meeting, excluding votes attaching to shares beneficially owned by insiders and their associates ("Disinterested Shareholder Approval");

(b) The aggregate number of options granted to a Service Provider conducting investor relations activities in any 12 month period must not exceed 2% of the outstanding Common Shares calculated at the date of the grant, without the prior consent of the TSX-V;

(c) The Company must not grant an option to any one individual consultant in any 12 month period that exceeds 2% of the outstanding shares calculated at the date of the grant of the option, without the prior consent of the TSX-V;

(d) The aggregate number of Common Shares reserved for issuance under options granted to insiders must not exceed 10% of the outstanding Common Shares (in the event that the New Share Option Plan is amended to reserve for issuance more than 10% of the outstanding Common Shares) unless the Company has obtained Disinterested Shareholder Approval to do so;

(e) The aggregate number of Common Shares issued for option to insiders in any 12 month period must not exceed 10% of the outstanding Common Shares (in the event that the New Share Option Plan is amended to reserve for issuance more than 10% of the outstanding Shares) unless the Company has obtained Disinterested Shareholder Approval to do so;

(f) The issuance to any one Optionee within a 12 month period of a number of Common Shares must not exceed 5% of outstanding Common Shares unless the Company has obtained Disinterested Shareholder Approval to do so;

(g) any one Person engaged in Investor Relations Activities for the Company must vest in stages over a 12 month period with no more than 1/4 of the Options vesting in any three month period; and

(h) The exercise price of an option previously granted to an insider must not be reduced, unless the Company has obtained Disinterested Shareholder Approval to do so.

Material Terms to the New Share Option Plan

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

(a) Persons who are Service Providers to the Company or its affiliates, or who are providing services to the Company or its affiliates, are eligible to receive grants of options under the New Share Option Plan;

(b) options granted under the New Share Option Plan are non-assignable and non-transferable and are issuable for a period of up to ten (10) years;

(c) for options granted to Service Providers, the Company must ensure that the proposed Optionee is a bona fide Service Provider of the Company or its affiliates;

(d) if there is a takeover bid for all or any of the issued and outstanding Common Shares, then all outstanding Options, whether fully vested and exercisable or remaining subject to vesting provisions or other limitations on exercise, shall become exercisable in full to enable the Optioned Shares to be issued and tendered to such bid, subject to prior written approval of the TSX-V;

(e) an Option granted to any Service Provider will expire 90 days (or such other time, not to exceed one year, as shall be determined by the Board as at the date of grant or agreed to by the Board and the Optionee at any time prior to expiry of the Option), after the date the Optionee ceases to be employed by or provide services to the Company, and only to the extent that such Option was vested at the date the Optionee ceased to be so employed by or to provide services to the Company;

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

(g) in the case of an Optionee being dismissed from employment or service for cause, such Optionee's options, whether or not vested at the date of dismissal will immediately terminate without right to exercise same;

(h) the exercise price of each option will be set by the Board at the time such Option is allocated under the New Share Option Plan, and cannot be less than the Discounted Market Price (as defined in the New Share Option Plan);

(i) vesting of Options shall be at the discretion of the Board, and will generally be subject to: (i) the Service Provider remaining employed by or continuing to provide services to the Company or any of its affiliates as well as, at the discretion of the Board, achieving certain milestones which may be defined by the Board from time to time or receiving a satisfactory performance review by the Company or any of its affiliates during the vesting period; or (ii) the Service Provider remaining as a Director of the Company or any of its affiliates during the vesting period;

(j) the New Share Option Plan contains a black-out provision restricting all or any of the Company's Service Providers to refrain from trading in the Company's securities until the restriction has been lifted by the Company;

(k) no vesting requirements will apply to options granted under the New Share Option Plan other than as required by TSX-V policies; however, a four month hold period will apply to all Common Shares from the date of grant for all Options granted to:

  (i) insiders of the Company; or

  (ii) where Options are granted to any Service Provider, including Insiders, where the exercise price is at a discount to the Market Price; and

(l) the Board reserves the right in its absolute discretion to amend, modify or terminate the New Share Option Plan with respect to all common shares in respect of options which have not yet been granted under the New Share Option Plan. Any amendment to any provision of the New Share Option Plan will be subject to any necessary regulatory approvals unless the effect of such amendment is intended to reduce (but not to increase) the benefits of the New Share Option Plan to Service Providers.

The Board has determined that, in order to reasonably protect the rights of participants, as a matter of administration, it is necessary to clarify when amendments to the New Share Option Plan may be made by the Board without further shareholder approval.

Accordingly, the New Share Option Plan also provides that the Board may, without shareholder approval:

(i) amend the New Share Option Plan to correct typographical, grammatical or clerical errors;

(ii) change the vesting provisions of an option granted under the New Share Option Plan, subject to prior written approval of the TSX-V, if applicable;

(iii) change the termination provision of an Option granted under the New Share Option Plan if it does not entail an extension beyond the original expiry date of such Option;

(iv) make such amendments to the New Share Option Plan as are necessary or desirable to reflect changes in securities laws applicable to the Company;

(v) if the Company becomes listed or quoted on a stock exchange or stock market senior to the TSX-V, it may make such amendments as may be required by the policies of such senior stock exchange or stock market; and

(vi) amend the New Share Option Plan to reduce, and not to increase, the benefits of this New Share Option Plan to Service Providers.

Pursuant to the Board's authority to govern the implementation and administration of the New Share Option Plan, all previously granted and outstanding stock options shall be governed by the provisions of the New Share Option Plan.

A copy of the New Share Option Plan will be available for inspection at the Meeting.

Shareholder Approval

The New Share Option Plan is subject to annual shareholder approval and TSX-V acceptance to its filing. Shareholders will be asked at the Meeting to consider, and if thought fit, approve an ordinary resolution, with or without variation, as follows:

"RESOLVED as an ordinary resolution, that:

(a) the New Share Option Plan dated July 31, 2015, in the form attached as Schedule A to the Company's Information Circular dated September 23, 2015, be ratified, confirmed and approved, subject to acceptance by the TSX Venture Exchange;

(b) the number of Common Shares of the Company reserved for issuance under the New Share Option Plan shall not exceed 10% of the Company's issued and outstanding share capital at the time any stock option is granted and all outstanding options be rolled into the New Share Option Plan;

(c) to the extent permitted by law, the Company be authorized to abandon all or any part of the New Share Option Plan if the Board deems it appropriate and in the best interest of the Company to do so; and

(d) any one or more of the director or officers of the Company be authorized to perform all such acts, deeds, and things and execute, under the corporate seal of the Company or otherwise, all such documents as may be required to give effect to this resolution."

An ordinary resolution is a resolution passed by the shareholders of the Company at a general meeting by a simple majority of the votes cast in person or by proxy.

The Board has concluded that the adoption of the New Share Option Plan is in the best interests of the Company and its Shareholders. Accordingly, the Board unanimously recommends that Shareholders ratify, confirm and approve the adoption of the Company's New Share Option Plan by voting FOR the New Share Option Plan Resolution at the Meeting.

Proxies received in favour of management will be voted in favour of New Share Option Plan Shareholder Resolution unless the Shareholder has specified in the Proxy that his or her Shares are to be voted against such resolution.

B. Share Consolidation

The Company effected a 2 old for 1 new share consolidation on September 17, 2014. The Board proposes that shareholders approve a consolidation of its share capital on the basis of one post-consolidated Common Share for up to twenty (20) Common Shares currently held, the magnitude of the consolidation ratio to be determined by the Board.

Management has determined that in its opinion, a consolidation of its share capital may be required in order to provide for further equity financing to meet its current working capital requirements and to attract new equity investment in the Company, and that a share consolidation (the "Consolidation") will positively impact the Company's business strategy and investment profile by increasing trading volume in the Company's share capital through a broader investor base.

In accordance with TSX-V policy, all security consolidations are subject to TSX-V acceptance. In addition, the TSX-V will require Shareholder approval for any security consolidation which, when combined with any other security consolidation conducted by the Issuer within the previous 24 months that was not approved by its Shareholders, would result in a cumulative consolidation ratio of greater than 10 to 1 over such 24 month period.

As of September 11, 2015 Record Date, there were 73,849,479 Common Shares issued and outstanding in the share capital of the Corporation.

Subsequent to the Consolidation, according to any one of the below consolidation ratios, the ratio to be determined by the Board, the Company will have approximately the post-consolidated number of Common Shares as follows:

- 36,924,740 Common Shares outstanding of one post-consolidated Common Share for each 2 pre-consolidation Common Shares;
- 24,616,493 Common Shares outstanding of one post-consolidated Common Share for each 3 pre-consolidation Common Shares;
- 18,462,370 Common Shares outstanding of one post-consolidated Common Share for each 4 pre-consolidation Common Shares;
- 14,769,896 Common Shares outstanding of one post-consolidated Common Share for each 5 pre-consolidation Common Shares;
- 12,308,247 Common Shares outstanding of one post-consolidated Common Share for each 6 pre-consolidation Common Shares;
- 10,549,926 Common Shares outstanding of one post-consolidated Common Share for each 7 pre-consolidation Common Shares;
- 9,231,185 Common Shares outstanding of one post-consolidated Common Share for each 8 pre-consolidation Common Shares;
- 8,205,498 Common Shares outstanding of one post-consolidated Common Share for each 9 pre-consolidation Common Shares;
- 7,384,948 Common Shares outstanding of one post-consolidated Common Share for each 10 pre-consolidation Common Shares;
- 6,713,589 Common Shares outstanding of one post-consolidated Common Share for each 11 pre-consolidation Common Shares;
- 6,154,123 Common Shares outstanding of one post-consolidated Common Share for each 12 pre-consolidation Common Shares;
- 5,680,729 Common Shares outstanding of one post-consolidated Common Share for each 13 pre-consolidation Common Shares;
- 5,274,963 Common Shares outstanding of one post-consolidated Common Share for each 14 pre-consolidation Common Shares;
- 4,923,299 Common Shares outstanding of one post-consolidated Common Share for each 15 pre-consolidation Common Shares;
- 4,615,592 Common Shares outstanding of one post-consolidated Common Share for each 16 pre-consolidation Common Shares;
- 4,344,087 Common Shares outstanding of one post-consolidated Common Share for each 17 pre-Common Shares
- 4,102,749 Common Shares outstanding of one post-consolidated Common Share for each 18 pre-consolidation Common Shares;
- 3,886,815 Common Shares outstanding of one post-consolidated Common Share for each 19 pre-consolidation Common Shares;
- 3,692,474 Common Shares outstanding of one post-consolidated Common Share for each 20 pre-consolidation Common Shares.

The exact number of post-consolidated shares will most likely vary from these approximations to a small extent depending upon the treatment of the fractions that will most likely occur when each shareholder's holdings are consolidated on any one of the basis set out above. In addition to the requisite shareholder approval being sought at the Meeting, any such consolidation also requires the approval of all applicable regulatory authorities, including the TSX-V. The Board does not intend to change its name.

Effect of Consolidation

The proposed Consolidation will not change in any shareholder's proportionate share of the total votes entitled to vote at the meetings of shareholders; however, if the ordinary resolution is passed, the total number of votes that a shareholder may cast at any future general meeting of the Company will be reduced.

The number of Common Shares reserved for issuance under the Company's share option plan will be reduced proportionately based on the Consolidation ratio and the exercise or conversion price and/or the number of Common Shares issuable under the Company's outstanding stock options will also be proportionately adjusted upon the Consolidation with any fractional common share remaining after conversion that is less than one-half of a Common Share will be cancelled and any fraction Common Share that is at least one-half of a Common Share will be changed to one whole common share.

Risks Associated with the Consolidation

There can be no assurance that any increase in the market price per Common Share resulting from the Consolidation will be sustainable or that it will equal or exceed the direct arithmetical result of the Consolidation since there are numerous factors and contingencies which could affect such price, including the status of the market for the Common Shares at the time, the Company's reported results or operation in future periods and general economic, geopolitical, stock market and industry conditions.

Accordingly, the total market capitalization of the Common Shares after the Consolidation may be lower than the total market capitalization before the Consolidation and, in the future, the market price of the Common Shares may not exceed or remain higher than the market price prior to the Consolidation. While the Board believes that a higher price for the Common Shares may help the Company attain the objectives set out above, there can be no assurance that the Consolidation will result in a per share market price that will attract additional investors or that such price will satisfy the investing guidelines of such investors. As a result, the Company's investor base may not necessarily increase, the perceived value and profile of the Common Shares may not increase and the price of the Common Shares may not be aligned with those of its peers.

If the Consolidation is implemented and the market price of the Common Shares declines, the percentage decline may be greater than would occur in the absence of the Consolidation. The market price of the Common Shares will, however, also be based on the Company's performance and other factors, which are unrelated to the number of Common Shares outstanding. Furthermore, the liquidity of the Common Shares could be adversely affected by the reduced number of Common Shares that would be outstanding after the Consolidation.

To become effective, this ordinary resolution must be passed by a simple majority of the votes cast in person or by proxy.

Shareholders will be asked at the Meeting to approve the Consolidation of the Common Shares of the Company by ordinary resolution, the text of which is as follows:

"RESOLVED as an ordinary resolution, that:

(1) subject to the Company receiving all regulatory approvals, the consolidation of each of the issued and outstanding common shares of the Company by exchanging up to every 20 pre-consolidation common shares of the Company into one (1) post-consolidated common share, or such other in between ratio that the Board may deem adequate, except that no fractional shares will be issued;

(2) any fractional shares resulting from the consolidation of the Common Shares shall be converted such that each fractional Common Share remaining after conversion that is less than one-half of a Common Share be cancelled and each fractional Common Share that is at least one-half of a Common Share be changed to one whole Common Share pursuant to the provisions of Section 83 of the *Business Corporations Act* (British Columbia);

(3) the board of directors of the Company is hereby authorized, at any time in its absolute discretion, to determine whether or not to proceed with the above consolidation ratio without further approval, ratification or confirmation by the shareholders;

(4) The shareholders herby authorize whatever adjustments may be made to their shareholdings in order to avoid the issuance of fractional shares incidental to the consolidation of the Common Shares referred to above;

(5) upon the date determined by the directors, the resolution described herein be deposited at the Company's records office; and

(6) the resolution will not be effective unless and until deposited at the Company's records office by direction of the Board."

The proposed consolidation will not alter or change in any way shareholder's proportion of votes to total votes, however, the total votes capable of being cast by a shareholder at a general meeting in the future will be reduced if the resolution is approved.

All outstanding options, warrants and other convertible securities of the Company outstanding at the date of the completion of the consolidation transaction will be adjusted in accordance with the consolidation ratio.

The authorized share structure of the Company is an unlimited number of Common Shares and on effecting the consolidation there will continue to be an unlimited number of Common Shares.

The Board recommends that you vote in favour of the above ordinary resolution.

PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED IN FAVOUR OF THE ORDINARY RESOLUTION APPROVING THE CONSOLIDATION, UNLESS THE SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS OR HER COMMON SHARES ARE TO BE VOTED AGAINST SUCH RESOLUTION.

C. Approve the Creation of a New Class of Preferred Shares

Shareholders are being asked to approve by ordinary resolution, authorizing an amendment to the Company's Articles to create a new class of preferred shares designated as "Class A Preferred Shares".

Current authorized capital

Our current authorized capital consists of an unlimited number of common shares.

New class of preferred shares

Under the Company's existing Articles dated October 25, 2005 (the "2005 Articles"), the Company does not have the authority to issue preferred shares. The Board wishes to alter the Company's New Articles to add a new class of preferred shares, (the "Class A Preferred Shares"), to give the Company greater flexibility in its capital structure and in raising future capital. The characteristics of the Class A Preferred Shares are similar to those of preferred shares issued by a number of other Canadian issuers which were approved by their securityholders.

The new blank check Class A Preferred Shares will be a separate and distinct class of securities to simplify the process of creating new classes of preferred stock to raise additional funds from investors without obtaining separate shareholder approval, by amending its articles to create a class of un-issued shares of preferred stock whose terms and conditions may be expressly determined by the company's board of directors The Class A Preferred Shares will be issuable in one or more series, where the Board will be authorized to fix the number of shares in each series, subject to the limitation on the number of Class A Preferred Shares to be issued as described below, and to determine for each series, subject to the terms and conditions set out herein, the designation, rights, privileges, restrictions and conditions, including dividend rates, redemption prices, maturity dates and other matters. The restrictions and limitations set out in the terms of the new Class A Preferred Shares, particularly with respect to the number that may be issued and the voting rights, distinguish the new class from a structure that is commonly referred to as "blank cheque" preferred shares. A summary of the terms of the Class A Preferred Shares is provided below. Note that the following is a summary only and reference should be made to the full text of the terms and conditions attaching to the Class A Preferred Shares as set out in the ordinary resolution in this Information Circular below and Schedule B attached to this Information Circular.

Ranking and Priority

Each series of Class A Preferred Shares will have priority over the Company's Common Shares ranking junior to the Class A Preferred Shares with respect to redemption, the payment of dividends, the return of capital and the distribution of assets in the event of the liquidation, dissolution or winding–up of the Company, whether voluntary or involuntary. The Class A Preferred Shares of any series may also be given such preferences, not inconsistent with the provisions of the New Articles, over the Company's Common Shares ranking junior to the Class A Preferred Shares, as may be determined by the Board.

Parity Among Series

Each series of Class A Preferred Shares shall rank on parity with every other series of Class A Preferred Shares, in each case with respect to redemption, the payment of dividends, the return of capital and the distribution of assets in the event of the liquidation, dissolution or winding–up of the Company.

Dividends

The holders of each series of Class A Preferred Shares will be entitled to receive dividends (which may be cumulative or non–cumulative and variable or fixed) as and when declared by the Board.

Participation

If any cumulative dividends or amounts payable on a return of capital in the event of the liquidation, dissolution or winding–up of the Company in respect of a series of Class A Preferred Shares are not paid in full, the Class A Preferred Shares of all series will participate rateably in: (a) the amounts that would be payable on such shares if all such dividends were declared at or prior to such time and paid in full; and (b) the amounts that would be payable in respect of the return of capital as if all such amounts were paid in full; provided that if there are insufficient assets to satisfy all such claims, the claims of the holders of the Class A Preferred Shares with respect to repayment of capital shall first be paid and satisfied and any assets remaining shall be applied towards the payment and satisfaction of claims in respect of dividends. After payment to the holders of any series of Class A Preferred Shares of the amount so payable, the holders of such series of Class A Preferred Shares shall not be entitled to share in any further distribution of the property or assets of the Company in the event of the liquidation, dissolution or winding–up of the Company.

Conversion

No series of Class A Preferred Shares shall be convertible into any other class of our shares but they may be convertible into another series of Class A Preferred Shares.

Redemption

Each series of Class A Preferred Shares will be redeemable by the Company on such terms as determined by our Board.

Voting

Holders of any series of Class A Preferred Shares will not be entitled (except as otherwise provided by law and except for meetings of the holders of Class A Preferred Shares or a series thereof) to receive notice of, attend at, or vote at any meeting of our shareholders, unless our Board determines otherwise, in which case voting rights shall only be provided in circumstances where the Company has failed to pay a certain number of dividends on the series of Class A Preferred Shares, which determination and number of dividends and any other terms in respect of such voting rights, will be determined by our Board and set out in the designations, rights, privileges, restrictions and conditions of such series of Class A Preferred Shares.

The holders of Class A Preferred Shares may not have an express right to participate in a take–over bid made for the Company's Common Shares.

If you approve the ordinary resolution to create the new Class A Preferred Shares and our New Articles, you will not be required to approve the issuance of Class A Preferred Shares of any series if and when the Board decides to issue any Class A Preferred Shares.

The Board believes that the New Articles of the Company to authorize the issuance of the Class A Preferred Shares will provide the Company with increased flexibility in our capital structure and in raising future capital. The creation of Class A Preferred Shares would permit the Board to negotiate with potential investors regarding the rights and preferences of a series of Class A Preferred Shares that may be issued to meet market conditions and financing opportunities as they arise, without the expense and delay in connection with calling a meeting of our shareholders to approve specific terms of any series of Class A Preferred Shares. The Class A Preferred Shares may be used by the Company for any appropriate corporate purpose, including, without limitation, financing transactions or issuances in public or private sales as a means of obtaining additional capital for use in our business and operations or in connection with acquisitions of other businesses or properties. The Company currently has no arrangements, agreements or understanding for the issuance of any Class A Preferred Shares.

Certain restrictions contained in the terms of the Class A Preferred Shares render these shares not ideal for use as a take-over defence. Specifically, the fact that the Class A Preferred Shares are non–voting except in certain limited circumstances and contain a limit on the maximum number of shares that can be issued make them unlike unconstrained "blank cheque" preferred shares available to other issuers. In this regard, the Company has sought to constrain the terms of the Class A Preferred Shares in a manner to provide the Company with reasonable financing flexibility and provide the Company's shareholders comfort that the Class A Preferred Shares will be used for that purpose.

Nevertheless, the availability of undesignated Class A Preferred Shares may have certain negative effects on your rights as holders of our common shares. The actual effect of the issuance of any Class A Preferred Shares upon your rights cannot be fully stated until the Board determines all specific rights of the particular series of Class A Preferred Shares. However, the Company's New Articles will set out certain terms and restrictions in respect of the Class A Preferred Shares, which provide shareholders with an indication of the possible effects of an issuance of Class A Preferred Shares, specifically with respect to dividends, liquidation, redemption, conversion, voting rights and limitations on issuances of Class A Preferred Shares. Such effects may include you receiving less in the event of liquidation, dissolution or other winding–up of the Company, or a reduction in the amount of funds, if any, available for dividends on your Common Shares.

The text of the ordinary resolution authorizing to the creation of a new class of Preferred Shares will become effective upon the filing of A Notice of Alteration reflecting the amendment pursuant to the *Business Corporations Act* (British Columbia). To become effective, this ordinary resolution must be passed by a simple majority of the votes cast in person or by proxy.

The Board recommends you vote for this ordinary resolution. Unless instructed otherwise, the persons named in the proxy will vote for the ordinary resolution authorizing the creation of a new class of preferred shares.

The Board can revoke this ordinary resolution before it is acted on, even if it is passed by shareholders, in its sole discretion and without further notice to or approval of shareholders.

Shareholder vote to the creation of Class A Preferred Shares and attaching Special Rights or Restrictions

The Company's shareholders will be asked to consider and, if thought advisable, to pass, with or without amendment, an ordinary resolution to the creation of Class A Preferred Shares and attaching Special Rights or Restrictions, the text of which, with or without variation, is as follows:

"RESOLVED as an ordinary resolution that:

1. The Notice of Articles of the Company be altered by creating an unlimited number of Class A Preferred Shares, without par value;

2. There be attached to the Class A Preferred Shares the special rights and restrictions as set out in Part 27 of Schedule A attached hereto, and the Articles of the Company be amended accordingly;

3. The articles of the Company dated effective October 25, 2005, be replaced in its entirety to attach special rights and restrictions to the Common shares and Class A Preferred Shares as set out in Parts 26 and 27 of Schedule A attached hereto;

4. The Company be authorized to alter the Notice of Articles of the Company to reflect the alterations authorized by resolutions 1, 2 and 3.

5. The alterations to the Notice of Articles and Articles of the Company shall not take effect until these resolutions are signed and received for deposit at the Company's records office:

   (a) the Notice of Alteration is electronically filed with the British Columbia Registrar of Companies; and

   (b) the Notice of Articles is altered to reflect the alterations set out in these resolutions.

6. Any director or officer of the Company be authorized to execute and deliver under the seal of the Company or otherwise, all such documents and to do all such other acts or things as such director or officer may determine to be necessary or advisable in connection with such alterations, the execution of any such document or the doing of any such other act or thing by any director or officer of the Company being conclusive evidence of such determination.

7. McMillan LLP be appointed as the Company's agent to electronically file the Notice of Alteration to the Notice of Articles with the Registrar of Companies."

PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED IN FAVOUR OF THE ORDINARY RESOLUTION AS TO THE CREATION OF A NEW CLASS OF PREFERRED SHARES AND ATTACHING SPECIAL RIGHTS OR RESTRICTIONS, UNLESS THE SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS OR HER COMMON SHARES ARE TO BE VOTED AGAINST SUCH RESOLUTION.

D. Adoption New Articles

The Articles of a company, among other things, set out rules for the conduct of its business and affairs. The Company's current Articles dated October 25, 2005 (the "2005 Articles") can be accessed at www.sedar.com. However due to clarifications required to the 2005 Articles, management of the Company wishes to adopt new Articles ("New Articles"). The primary deletions and/or additions to the New Articles from that of the 2005 Articles are set out below:

Advance Notice Provision

INTRODUCTION

The directors of the Company are proposing that the New Articles of the Company include an advance notice provision (the "Advance Notice Provision"), which will:

(i) facilitate orderly and efficient annual general or, where the need arises, special, meetings;

(ii) ensure that all shareholders receive adequate notice of the director nominations and sufficient information with respect to all nominees; and

(iii) allow shareholders to register an informed vote. The full text of the proposed Alterations to include the Advance Notice Provision is set out in Schedule C to this Information Circular.

PURPOSE OF THE ADVANCE NOTICE PROVISION

The purpose of the Advance Notice Provision is to foster a variety of interests of the shareholders and the Company by ensuring that all shareholders - including those participating in a meeting by proxy rather than in person - receive adequate notice of the nominations to be considered at a meeting and can thereby exercise their voting rights in an informed manner. The Advance Notice Provision is the framework by which the Company seeks to fix a deadline by which holders of record of Common shares of the Company must submit director nominations to the Company prior to any annual or special meeting of shareholders and sets forth the information that a shareholder must include in the notice to the Company for the notice to be in proper written form.

EFFECT OF THE ADVANCE NOTICE PROVISION

1. Subject to the British Columbia *Business Corporations Act* ("BCBCA") and the New Articles, the persons who are nominated in accordance with the following procedures shall only be eligible for election as directors of the Company. Nominations of persons for election to the Board may be made at any annual meeting of shareholders, or at any special meeting of shareholders (but only if one of the purposes for which the special meeting was called was the election of directors):

   (a) by or at the direction of the Board of the Company, including pursuant to a notice of meeting;

   (b) by or at the direction or request of one or more shareholders pursuant to a proposal made in accordance with the provisions of the BCBCA, or a requisition of the shareholders made in accordance with the provisions of the BCBCA; or

   (c) by any person (a "**Nominating Shareholder**"):

      (i) who, at the close of business on the date of the giving of the notice provided for below in the Advance Notice Provision and on the record date for notice of such meeting, is entered in the securities register as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting; and

      (ii) who complies with the notice procedures set forth below in the Advance Notice Provision.

2. In addition to any other applicable requirements, for a nomination to be made by a Nominating Shareholder, the Nominating Shareholder must have given timely notice thereof in proper written form to the Corporate Secretary of the Company at the principal executive offices of the Company.

3. To be timely, a Nominating Shareholder's notice to the Corporate Secretary of the Company must be made:

   (a) in the case of an annual meeting of shareholders, not less than 30 nor more than 65 days prior to the date of the annual meeting of shareholders; provided, however, that in the event that the annual meeting of shareholders is to be held on a date that is less than 40 days after the date (the "**Notice Date**") on which the first public announcement of the date of the annual meeting was made, notice by the Nominating Shareholder may be made not later than the tenth (10th) day following the Notice Date; and

   (b) in the case of a special meeting (which is not also an annual meeting) of shareholders called for the purpose of electing directors (whether or not called for other purposes), not later than the fifteenth (15th) day following the day on which the first public announcement of the date of the special meeting of shareholders was made. In no event shall any adjournment or postponement of a meeting of shareholders or the announcement thereof commence a new time period for the giving of a Nominating Shareholder's notice as described above. Notwithstanding the foregoing, the Board may, in its sole discretion, waive the time periods summarized above.

4. To be in proper written form, a Nominating Shareholder's notice to the Corporate Secretary of the Company must set forth:

   (a) as to each person whom the Nominating Shareholder proposes to nominate for election as a director:

      (i) the name, age, business address and residential address of the person;

      (ii) the principal occupation or employment of the person;

      (iii) the class or series and number of shares in the capital of the Company which are controlled or which are owned beneficially or of record by the person as of the record date for the meeting of shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice;

(iv) a statement as to whether such person would be "independent" of the Company (within the meaning of applicable securities law) if elected as a director at such meeting and the reasons and basis for such determination; and

(v) any other information relating to the person that would be required to be disclosed in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the Act and Applicable Securities Laws (as defined below); and

(b) as to the Nominating Shareholder giving the notice,

(i) the class or series and number of shares in the authorized share structure of the Company which are controlled or which are owned beneficially or of record by the Nominating Shareholder as of the record date for the meeting (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice, and

(ii) any other information relating to such Nominating Shareholder that would be required to be made in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the BCBCA and Applicable Securities Laws (as defined below).

5. To be eligible to be a candidate for election as a director of the Company and to be duly nominated, a candidate must be nominated in the manner prescribed in the Advance Notice Provision and the candidate for nomination, whether nominated by the board or otherwise, must have previously delivered to the Corporate Secretary of the Company at the principal executive offices of the Company, not less than 5 days prior to the date of the meeting, a written representation and agreement (in form provided by the Company) that such candidate for nomination, if elected as a director of the Company, will comply with all applicable corporate governance, conflict of interest, confidentiality, share ownership, majority voting and insider trading policies and other policies and guidelines of the Company applicable to directors and in effect during such person's term in office as a director (and, if requested by any candidate for nomination, the Corporate Secretary of the Company shall provide to such candidate for nomination all such policies and guidelines then in effect).

6. No person shall be eligible for election as a director of the Company unless nominated in accordance with the provisions of the Advance Notice Provision; provided, however, that nothing in the Advance Notice Provision shall be deemed to preclude discussion by a shareholder (as distinct from the nomination of directors) at a meeting of shareholders of any matter in respect of which it would have been entitled to submit a proposal pursuant to the provisions of the Act. The Chairman of the meeting shall have the power and duty to determine whether a nomination was made in accordance with the procedures set forth in the foregoing provisions and, if any proposed nomination is not in compliance with such foregoing provisions, to declare that such defective nomination shall be disregarded.

7. For purposes of the Advance Notice Provision:

(a) "**public announcement**", shall mean disclosure in a press release reported by a national news service in Canada, or in a document publicly filed by the Company under its profile on the System of Electronic Document Analysis and Retrieval at www.sedar.com; and

(b) "**Applicable Securities Laws**", means the *Securities Act* (British Columbia) and the equivalent legislation in the other provinces and in the territories of Canada, as amended from time to time, the rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commissions and similar regulatory authorities of each applicable provinces and territories of Canada.

8. Notwithstanding any other provision of the Advance Notice Provision, notice or any delivery given to the Corporate Secretary of the Company pursuant to the Advance Notice Provision may only be given by personal delivery, facsimile transmission or by email (provided that the Corporate Secretary of the

Company has stipulated an email address for purposes of this notice, at such email address as stipulated from time to time), and shall be deemed to have been given and made only at the time it is served by personal delivery, email (at the address as aforesaid) or sent by facsimile transmission (provided that receipt of confirmation of such transmission has been received) to the Corporate Secretary at the address of the principal executive offices of the Company; provided that if such delivery or electronic communication is made on a day which is a not a business day or later than 5:00 p.m. (Vancouver time) on a day which is a business day, then such delivery or electronic communication shall be deemed to have been made on the subsequent day that is a business day.

The Use of Uncertificated Securities

As a result of the proclamation of the Securities Transfer Act ("STA"), the STA permits the use of electronic record-keeping and uncertificated securities. The Company has also added certain sections to its New Articles to ensure that confirmation is sent to each holder of an uncertificated share by written notice to the shareholder pursuant to the current provisions of the British Columbia *Business Corporations Act* (the "BCA"). The amendments are intended to modernize the Company's corporate charter to more readily permit the use of uncertificated shares and electronic trading and to ensure that the Company's corporate charter facilitates the use of uncertificated Shares and electronic record keeping systems currently in use worldwide and which are being increasingly adopted in Canada.

The material concerns arising from the STA and which are reflected in the New Articles include the following:

1. If the shares of which a shareholder is the registered owner are not uncertificated shares, such shareholders will be entitled either to (a) one share certificate representing the shares of each class or series of shares registered in the shareholder's name; or (b) a non-transferable written acknowledgment of the shareholder's right to obtain such a share certificate. Shareholders holding uncertificated shares will receive written notice of any issue or transfer of those shares.

2. Currently, the 2005 Articles provide that for a share transfer to be effective the Company must receive a "signed instrument of transfer". In electronic delivery, in certain circumstances where transfers are effected by brokers on behalf of their clients, a signed instrument of transfer is not provided to the Company. The amendments reflected in the New Articles permit the transfer of shares to occur upon receipt by the Company or its transfer agent of a written instrument of transfer.

3. Currently, the 2005 Articles provide that the instrument of transfer must be in the form approved by the directors. The New Articles make the acceptance of the form of instrument of transfer by providing that the instrument of transfer be in a form either approved by the directors or by the transfer agent or registrar of the Company.

The New Articles also refine a number of "housekeeping" primary provisions contained in the 2005 Articles as follows:

Elimination of Fractional Shares

The New Articles permit the Company to acquire for fair value any outstanding fractions of shares by delivering notice and funds to the holder of such fractional share. A shareholder whose fractional share is so purchased will have the right to apply to the court to determine the fair value of such shares. The 2005 Articles do not permit the acquisition of fractional shares by the Company;

Special Rights and Restrictions

the New Articles provide that the attachment, variation and deletion of special rights and restrictions and restrictions must be by ordinary resolution;

Notice for Meetings of Shareholders

Updated;

Quorum at Shareholders' Meetings

The New Articles indicate that subject to the special rights and restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at a meeting of shareholders is at least one person who is, or who represents by proxy, one or more shareholders who, in the aggregate, hold at least five percent of the issued shares entitled to be voted at the meeting.

Deposit of Proxy

Under the New Articles, a proxy may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages, including through Internet or telephone voting or by email, if permitted by the notice calling the meeting or the information circular for the meeting;

Casting Vote at Director Meetings

Under the New Articles, questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting has a second or casting vote. The 2005 Articles state that the chair of the meeting does not have a second or casting vote;

Deemed Receipt of Mailing

A notice, statement, report or other record that is mailed by ordinary mail to the applicable address for that person, faxed to a person to the fax number provided by that person and e-mailed to a person to the e-mail address provided by that person, is deemed to be received by the person to whom it was mailed on the day (Saturdays, Sundays and holidays excepted), faxed or e-mailed to a person on the day that it was faxed or e-mailed. The 2005 Articles does not include fax and e-mail;

Undelivered Notices

Under the New Articles, if on two consecutive occasions, a notice, statement, report or other record is sent to a shareholder pursuant to the New Articles and on each of those occasions any such record is returned because the shareholder cannot be located, the Company shall not be required to send any further records to the shareholder until the shareholder informs the Company in writing of his or her new address;

Prohibitions

Removed as the Company is a reporting company.

Special Rights and Restrictions Part 26 Common Shares and Part 27 Preferred Shares

Addition of Parts 26 and 27 to the New Articles as set out in Schedule B to this Information Circular.

Shareholder vote to the adoption of New Articles of the Company

The adoption of the new form of Articles of the Company requires the affirmative vote of a majority of votes cast at the Meeting of the Company's shareholders, in person or represented by proxy, and the filing of the resolution in the Company's records office. Accordingly, the Company's shareholders will be asked to consider and, if thought advisable, to pass, with or without amendment, an ordinary resolution to adopt the New Articles, the text of which, with or without variation, is as follows:

> **"RESOLVED**, as an ordinary resolution, to approve the New Articles of the Company as follows:
>
> **Articles**
>
> 1. The 2005 Articles of the Company are cancelled in its entirety and that the form of Articles attached as Schedule B to this resolution are adopted as the New Articles of the Company.
>
> **Condition for New Articles**
>
> 2. It is a condition of this resolution that the New Articles of the Company referred to above do not take effect until the date and time that this resolution and the signed New Articles are received and stamped for deposit at the Company's records office.

Execution of Documents

3. Any director or officer of the Company be authorized to execute and deliver under the seal of the Company or otherwise, all such documents and to do all such other acts or things as such director or officer may determine to be necessary or advisable in connection with such transition, the execution of any such document or the doing of any such other act or thing by any director or officer of the Company being conclusive evidence of such determination.

Revocation of Resolution

4. Pursuant to section 139 of the Act, the directors have the right to revoke the above ordinary resolutions before they are acted on."

The Board of Directors recommends that shareholders vote in favour of the ordinary resolution. In the absence of a contrary instruction, the persons named in the enclosed form of proxy intend to vote in favour of the ordinary resolution. The above ordinary resolution, if passed, will become effective immediately upon the New Articles together with the signed Minutes approving the New Articles being received for deposit at the Company's records office.

The proposed new form of Articles are available for inspection during regular business hours for the period before the Meeting at the Company's registered and records office at Suite 1500 – 1055 West Georgia Street, Vancouver, British Columbia V6E 4N7 and will be available at the Meeting.

Upon receipt of approval to the Company's New Articles, an updated form of Articles may be accessed at www.sedar.com.

PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED IN FAVOUR OF THE ORDINARY RESOLUTION TO THE ADOPTION OF THE NEW ARTICLES, UNLESS THE SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS OR HER COMMON SHARES ARE TO BE VOTED AGAINST SUCH RESOLUTION.

ADDITIONAL INFORMATION

Financial information is provided in the report of the auditor, audited financial statements of the Company for the year ended March 31, 2015, and related management discussion and analysis and filed on www.sedar.com and will be tabled at the Meeting.

Additional information relating to the Company is filed on www.sedar.com and upon request from the Company at Suite 800, 789 West Pender Street, Vancouver, British Columbia Canada Tel: 416-846-5580 or Fax No.: 604-648-8350. Copies of the report of the auditor, audited financial statements for the year ended March 31, 2015 , with the related management discussion and analysis and interim financial statements for the previous two years will be provided free of charge to security holders of the Company. The Company may require the payment of a reasonable charge from any person or company who is not a securityholder of the Company, who requests a copy of any such document.

OTHER MATTERS

The Board is not aware of any other matters which it anticipates will come before the Meeting as of the date of mailing of this Information Circular.

The contents of this Information Circular and its distribution to shareholders have been approved by the Board of the Company.

DATED at Vancouver, British Columbia, September 23, 2015.

BY ORDER OF THE BOARD

"Sean Yeomans"

Sean Yeomans
President

This is Schedule A to the Information Circular of
CONTAGIOUS GAMING INC.

NEW FORM 10% ROLLING SHARE OPTION PLAN

CONTAGIOUS GAMING INC.
(the "Company")

SHARE OPTION PLAN

Dated for Reference July 31, 2015

ARTICLE 1
PURPOSE AND INTERPRETATION

Purpose

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

Definitions

1.2 In this Plan

(a) **Affiliate** means a company that is a parent or subsidiary of the Company, or that is controlled by the same entity as the Company;

(b) **Associate** has the meaning set out in the Securities Act;

(c) **Black-out Period** means an interval of time during which the Company has determined that one or more Participants may not trade any securities of the Company because they may be in possession of undisclosed material information pertaining to the Company, or when in anticipation of the release of quarterly or annual financials, to avoid potential conflicts associated with a company's insider-trading policy or applicable securities legislation, (which, for greater certainty, does not include the period during which a cease trade order is in effect to which the Company or in respect of an Insider, that Insider, is subject);

(d) **Board** means the board of directors of the Company or any committee thereof duly empowered or authorized to grant Options under this Plan;

(e) **Change of Control** includes situations where after giving effect to the contemplated transaction and as a result of such transaction:

(i) any one Person holds a sufficient number of voting shares of the Company or resulting company to affect materially the control of the Company or resulting company, or,

(ii) any combination of Persons, acting in concert by virtue of an agreement, arrangement, commitment or understanding, holds in total a sufficient number of voting shares of the Company or its successor to affect materially the control of the Company or its successor,

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

(f) **Common Shares** means the common shares without par value in the capital of the Company providing such class is listed on the TSX Venture (or, NEX, as the case may be);

(g) **Company** means the company named at the top hereof and includes, unless the context otherwise requires, all of its Affiliates and successors according to law;

(h) **Consultant** means an individual or Consultant Company, other than an Employee, Officer or Director that:

(i) provides on an ongoing bona fide basis, consulting, technical, managerial or like services to the Company or an Affiliate of the Company, other than services provided in relation to a Distribution;

(ii) provides the services under a written contract between the Company or an Affiliate and the individual or the Consultant Company;

(iii) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the business and affairs of the Company or an Affiliate of the Company; and

(iv) has a relationship with the Company or an Affiliate of the Company that enables the individual or Consultant Company to be knowledgeable about the business and affairs of the Company;

(i) **Consultant Company** means for an individual consultant, a company or partnership of which the individual is an employee, shareholder or partner;

(j) **Directors** means the directors of the Company as may be elected from time to time;

(k) **Discounted Market Price** has the meaning assigned by Policy 1.1 of the TSX Venture Policies;

(l) **Disinterested Shareholder Approval** means approval by a majority of the votes cast by all the Company's shareholders at a duly constituted shareholders' meeting, excluding votes attached to Common Shares beneficially owned by Insiders who are Service Providers or their Associates;

(m) **Distribution** has the meaning assigned by the Securities Act, and generally refers to a distribution of securities by the Company from treasury;

(n) **Effective Date** for an Option means the date of grant thereof by the Board;

(o) **Employee** means:

(i) an individual who is considered an employee under the *Income Tax Act* Canada (i.e. for whom income tax, employment insurance and CPP deductions must be made at source);

(ii) an individual who works full-time for the Company or a subsidiary thereof providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions are not made at source; or

(iii) an individual who works for the Company or its subsidiary on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions need not be made at source;

(p) **Exchange Hold Period** has the meaning assigned by Policy 1.1 of the TSX Venture Policies;

(q) **Exercise Price** means the amount payable per Common Share on the exercise of an Option, as determined in accordance with the terms hereof;

(r) **Expiry Date** means the day on which an Option lapses as specified in the Option Commitment therefor or in accordance with the terms of this Plan;

(s) **Insider** means an insider as defined in the TSX Venture Policies or as defined in securities legislation applicable to the Company;

(t) **Investor Relations Activities** has the meaning assigned by Policy 1.1 of the TSX Venture Policies;

(u) **Management Company Employee** means an individual employed by a Person providing management services to the Company which are required for the ongoing successful operation of the business enterprise of the Company, but excluding a Person engaged in Investor Relations Activities;

(v) **Market Price** has the meaning assigned by Policy 1.1 of the TSX Venture Policies;

(w) **NEX** means a separate board of the TSX Venture for companies previously listed on the TSX Venture or the Toronto Stock Exchange which have failed to maintain compliance with the ongoing financial listing standards of those markets;

(x) **NEX Issuer** means a company listed on NEX;

(y) **NEX Policies** means the rules and policies of NEX as amended from time to time;

(z) **Officer** means a Board appointed officer of the Company;

(aa) **Option** means the right to purchase Common Shares granted hereunder to a Service Provider;

(bb) **Option Commitment** means the notice of grant of an Option delivered by the Company hereunder to a Service Provider and substantially in the form of Schedule A attached hereto;

(cc) **Optioned Shares** means Common Shares that may be issued in the future to a Service Provider upon the exercise of an Option;

(dd) **Optionee** means the recipient of an Option hereunder;

(ee) **Outstanding Shares** means at the relevant time, the number of issued and outstanding Common Shares of the Company from time to time;

(ff) **Participant** means a Service Provider that becomes an Optionee;

(gg) **Person** includes a company, any unincorporated entity, or an individual;

(hh) **Plan** means this share option plan, the terms of which are set out herein or as may be amended;

(ii) **Plan Shares** means the total number of Common Shares which may be reserved for issuance as Optioned Shares under the Plan as provided in §2.2;

(jj) **Regulatory Approval** means the approval of the TSX Venture and any other securities regulatory authority that has lawful jurisdiction over the Plan and any Options issued hereunder;

(kk) **Securities Act** means the Securities Act, R.S.B.C. 1996, c. 418, or any successor legislation;

(ll) **Service Provider** means a Person who is a bona fide Director, Officer, Employee, Management Company Employee, Consultant or Company Consultant, and also includes a company, 100% of the share capital of which is beneficially owned by one or more Service Providers;

(mm) **Share Compensation Arrangement** means any Option under this Plan but also includes any other stock option, stock option plan, employee stock purchase plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Common Shares to a Service Provider;

(nn) **Shareholder Approval** means approval by a majority of the votes cast by eligible shareholders of the Company at a duly constituted shareholders' meeting;

(oo) **Take Over Bid** means a take over bid as defined in Multilateral Instrument 62-104 (Take-over Bids and Issuer Bids) or the analogous provisions of securities legislation applicable to the Company;

(pp) **TSX Venture** means the TSX Venture Exchange and any successor thereto; and

(qq) **TSX Venture Policies** means the rules and policies of the TSX Venture as amended from time to time.

Other Words and Phrases

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

Gender

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

ARTICLE 2
SHARE OPTION PLAN

Establishment of Share Option Plan

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

Maximum Plan Shares

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

Eligibility

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

Options Granted Under the Plan

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

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

Limitations on Issue

2.6 Subject to §2.10, the following restrictions on issuances of Options are applicable under the Plan:

(a) no Service Provider can be granted an Option if that Option would result in the total number of Options, together with all other Share Compensation Arrangements granted to such Service Provider in the previous 12 months, exceeding 5% of the Outstanding Shares, unless the Company has obtained Disinterested Shareholder Approval to do so;

(b) the aggregate number of Options granted to all Service Providers conducting Investor Relations Activities in any 12-month period cannot exceed 2% of the Outstanding Shares, calculated at the time of grant, without the prior consent of the TSX Venture (or NEX, as the case may be); and

(c) the aggregate number of Options granted to any one Consultant in any 12 month period cannot exceed 2% of the Outstanding Shares, calculated at the time of grant, without the prior consent of the TSX Venture.

Options Not Exercised

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

Powers of the Board

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

(a) allot Common Shares for issuance in connection with the exercise of Options;

(b) grant Options hereunder;

(c) subject to any necessary Regulatory Approval, amend, suspend, terminate or discontinue the Plan, or revoke or alter any action taken in connection therewith, except that no general amendment or suspension of the Plan will, without the prior written consent of all Optionees, alter or impair any Option previously granted under the Plan unless the alteration or impairment occurred as a result of a change in the TSX Venture Policies or the Company's tier classification thereunder; and

(d) delegate all or such portion of its powers hereunder as it may determine to one or more committees of the Board, either indefinitely or for such period of time as it may specify, and thereafter each such committee may exercise the powers and discharge the duties of the Board in respect of the Plan so delegated to the same extent as the Board is hereby authorized so to do.

Amendment of the Plan by the Board of Directors

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

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

(b) it may change the vesting provisions of an Option granted hereunder, subject to prior written approval of the TSX Venture, if applicable;

(c) it may change the termination provision of an Option granted hereunder which does not entail an extension beyond the original Expiry Date of such Option;

(d) it may make amendments necessary as a result in changes in securities laws applicable to the Company;

(e) if the Company becomes listed or quoted on a stock exchange or stock market senior to the TSX Venture, it may make such amendments as may be required by the policies of such senior stock exchange or stock market; and

(f) it may make such amendments as reduce, and do not increase, the benefits of this Plan to Service Providers.

Amendments Requiring Disinterested Shareholder Approval

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

(a) the Plan, together with all of the Company's other previous Share Compensation Arrangements, could result at any time in:

(i) the aggregate number of Common Shares reserved for issuance under Options granted to Insiders exceeding 10% of the Outstanding Shares in the event that this Plan is amended to reserve for issuance more than 10% of the Outstanding Shares;

(ii) the number of Optioned Shares issued to Insiders within a one-year period exceeding 10% of the Outstanding Shares in the event that this Plan is amended to reserve for issuance more than 10% of the Outstanding Shares; or,

(iii) the issuance to any one Optionee, within a 12-month period, of a number of Common Shares exceeding 5% of the Outstanding Shares; or

(b) any reduction in the Exercise Price of an Option previously granted to an Insider.

Options Granted Under the Company's Previous Share Option Plans

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

ARTICLE 3
TERMS AND CONDITIONS OF OPTIONS

Exercise Price

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

Term of Option

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

Option Amendment

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

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

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

Vesting of Options

3.6 Subject to §3.7, vesting of Options shall be at the discretion of the Board and, with respect to any particular Options granted under the Plan, in the absence of a vesting schedule being specified at the time of grant, all such Options shall vest immediately. Where applicable, vesting of Options will generally be subject to:

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

(b) the Service Provider remaining as a Director of the Company or any of its Affiliates during the vesting period.

Vesting of Options Granted to Consultants Conducting Investor Relations Activities

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

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

(b) such longer vesting period as the Board may determine.

Effect of Take-Over Bid

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

Acceleration of Vesting on Change of Control

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

Extension of Options Expiring During Blackout Period

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

Optionee Ceasing to be Director, Employee or Service Provider

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

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

(b) an Option granted to any Service Provider will expire 90 days (or such other time, not to exceed one year, as shall be determined by the Board as at the date of grant or agreed to by the Board and the Optionee at any time prior to expiry of the Option) after the date the Optionee ceases to be employed by or provide services to the Company, and only to the extent that such Option was vested at the date the Optionee ceased to be so employed by or to provide services to the Company; and

(c) in the case of an Optionee being dismissed from employment or service for cause, such Optionee's Options, whether or not vested at the date of dismissal will immediately terminate without right to exercise same.

Non Assignable

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

Adjustment of the Number of Optioned Shares

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

(a) in the event of a subdivision of Common Shares as constituted on the date hereof, at any time while an Option is in effect, into a greater number of Common Shares, the Company will thereafter deliver at the time of purchase of Optioned Shares hereunder, in addition to the number of Optioned Shares in respect of which the right to purchase is then being exercised, such additional number of Common Shares as result from the subdivision without an Optionee making any additional payment or giving any other consideration therefor;

(b) in the event of a consolidation of the Common Shares as constituted on the date hereof, at any time while an Option is in effect, into a lesser number of Common Shares, the Company will thereafter deliver and an Optionee will accept, at the time of purchase of Optioned Shares hereunder, in lieu of the number of Optioned Shares in respect of which the right to purchase is then being exercised, the lesser number of Common Shares as result from the consolidation;

(c) in the event of any change of the Common Shares as constituted on the date hereof, at any time while an Option is in effect, the Company will thereafter deliver at the time of purchase of Optioned Shares hereunder the number of shares of the appropriate class resulting from the said change as an Optionee would have been entitled to receive in respect of the number of Common Shares so purchased had the right to purchase been exercised before such change;

(d) in the event of a capital reorganization, reclassification or change of outstanding equity shares (other than a change in the par value thereof) of the Company, a consolidation, merger or amalgamation of the Company with or into any other company or a sale of the property of the Company as or substantially as an entirety at any time while an Option is in effect, an Optionee will thereafter have the right to purchase and receive, in lieu of the Optioned Shares immediately theretofore purchasable and receivable upon the exercise of the Option, the kind and amount of shares and other securities and property receivable upon such capital reorganization, reclassification, change, consolidation, merger, amalgamation or sale which the holder of a number of Common Shares equal to the number of Optioned Shares immediately theretofore purchasable and receivable upon the exercise of the Option would have received as a result thereof. The subdivision or consolidation of Common Shares at any time outstanding (whether with or without par value) will not be deemed to be a capital reorganization or a reclassification of the capital of the Company for the purposes of this §3.13;

(e) an adjustment will take effect at the time of the event giving rise to the adjustment, and the adjustments provided for in this section are cumulative;

(f) the Company will not be required to issue fractional shares in satisfaction of its obligations hereunder. Any fractional interest in a Common Share that would, except for the provisions of this §3.13, be deliverable upon the exercise of an Option will be cancelled and not be deliverable by the Company; and

(g) if any questions arise at any time with respect to the Exercise Price or number of Optioned Shares deliverable upon exercise of an Option in any of the events set out in this §3.13, such questions will be conclusively determined by the Company's auditors, or, if they decline to so act, any other firm of Chartered Accountants, in Vancouver, British Columbia (or in the city of the Company's principal executive office) that the Company may designate and who will be granted access to all appropriate records and such determination will be binding upon the Company and all Optionees.

ARTICLE 4
COMMITMENT AND EXERCISE PROCEDURES

Option Commitment

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

Manner of Exercise

4.2 An Optionee who wishes to exercise his Option may do so by delivering

(a) a written notice to the Company specifying the number of Optioned Shares being acquired pursuant to the Option; and

(b) a certified cheque, wire transfer or bank draft payable to the Company for the aggregate Exercise Price for the Optioned Shares being acquired, plus any required withholding tax amount subject to §4.3.

Tax Withholding and Procedures

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

(a) deliver a certified cheque, wire transfer or bank draft payable to the Company for the amount determined by the Company to be the appropriate amount on account of such taxes or related amounts; or

(b) otherwise ensure, in a manner acceptable to the Company (if at all) in its sole and unfettered discretion, that the amount will be securely funded;

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

Delivery of Optioned Shares and Hold Periods

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

(a) Insiders of the Company; or

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

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

ARTICLE 5
GENERAL

Employment and Services

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

No Representation or Warranty

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

Interpretation

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

Continuation of Plan

5.4 The Plan will become effective from and after July 31, 2015, and will remain effective provided that the Plan, or any amended version thereof, receives Shareholder Approval at each annual general meeting of the holders of Common Shares of the Company subsequent to October 23, 2015.

Amendment of the Plan

5.5 The Board reserves the right, in its absolute discretion, to at any time amend, modify or terminate the Plan with respect to all Common Shares in respect of Options which have not yet been granted hereunder. Any amendment to any provision of the Plan will be subject to any necessary Regulatory Approvals unless the effect of such amendment is intended to reduce (but not to increase) the benefits of this Plan to Service Providers.

SCHEDULE A

SHARE OPTION PLAN

OPTION COMMITMENT

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

Optioned Shares are to vest immediately.

OR

Optioned Shares will vest *[INSERT VESTING SCHEDULE AND TERMS]*

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

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

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

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

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

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

CONTAGIOUS GAMING INC.

_____
Authorized Signatory

_____
[insert name of optionee]

_____
Signature of Optionee

SCHEDULE B
TO STOCK OPTION PLAN

Contagious Gaming Inc.
789 West Pender St.
Suite 800
Vancouver, BC V6C 1H2

Fax No. 604 648-8350

Re: Employee Stock Option Exercise

Attn: Stock Option Plan Administrator, Contagious Gaming Inc. (the "Company")

This letter is to inform CONTAGIOUS GAMING INC. that I,_____, wish to exercise_____options, at_____ per share, on this_____day of _____, 20____.

Payment issued in favour of Contagious Gaming Inc. for the amount of $_____will be forwarded, including withholding tax amounts.

Please register the share certificate in the name of:

Name of Optionee:_____

Address:_____

_____

Please send share certificate to:

Name:_____

Address:_____

_____

Sincerely,

_____ _____ _____
Signature of Optionee Date SIN Number (for T4)

"PART 26

SPECIAL RIGHTS AND RESTRICTIONS
COMMON SHARES

26.1 **Attachment of Special Rights or Restrictions**

26.2 **Voting**

There are attached to the Common Shares the special rights or restrictions set forth in this Part.

26.3 **Notice**

Each holder of common shares shall be entitled to receive notice of and to attend all meetings of shareholders of the Corporation and to vote thereat, except meetings at which only holders of a specified class of shares (other than common shares) or specified series of shares are entitled to vote. At all meetings of which notice must be given to the holders of the common shares, each holder of common shares shall be entitled to one vote in respect of each common share held by such holder.

26.4 **Dividends**

The holders of the common shares shall be entitled, subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of the Corporation, to receive any dividend declared by the Corporation.

26.5 **Dissolution or Wind Up**

The holders of the common shares shall be entitled, subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of the Corporation, to receive the remaining property of the Corporation on a liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or on any other return of capital or distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs.

PART 27

SPECIAL RIGHTS AND RESTRICTIONS
PREFERRED SHARES

27.1 **Attachment of Special Rights and Restrictions applicable to Preferred Shares and Each Series**

27.2 The Preferred shares of the Company as a class shall have attached thereto the special rights and restrictions specified in this Article.

27.3 The Preferred shares may include one or more series of shares, and, subject to the Act, the directors may, by resolution,

(a) determine the maximum number of shares of any of those series of shares that the Company is authorized to issue, determine that there is no maximum number or, if none of the shares of that series is issued, alter any determination so made, and authorize the alteration of the notice of articles accordingly;

(b) alter the articles, and authorize the alteration of the notice of articles, to create an identifying name by which the shares of any of those series of shares may be identified or, if none of the shares of that series is issued, to alter any such identifying name so created;

(c) alter the articles, and authorize the alteration of the notice of articles accordingly, to attach special rights or restrictions to the shares of any of those series of shares, including, but without in any way limiting or restricting the generality of the foregoing, the rate or amount of dividends, whether

cumulative, non-cumulative or partially cumulative, the dates, places and currencies of payment thereof, the consideration for, and the terms and conditions of, any purchase or redemption thereof, including redemption after a fixed term or at a premium, conversion or exchange rights, the terms and conditions of any share purchase plan or sinking fund, the restrictions respecting payment of dividends on, or the repayment of capital in respect of, any other shares of the Company and voting rights and restrictions but no special right or restriction so created, defined or attached shall contravene the provisions of §26.3 and §26.4 of this Article, or, if none of the shares of that series is issued, to alter any such special rights or restrictions.

27.4 Holders of Preferred shares shall be entitled, on the distribution of assets of the Company on the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or on any other distribution of assets of the Company among its shareholders for the purpose of winding up its affairs, to receive, before any distribution shall be made to holders of Common shares or any other shares of the Company ranking junior to the Preferred shares with respect to repayment of capital on any such event, the amount required to be paid in accordance with the special rights and restrictions attached to the series of shares held by them, together with the fixed premium (if any) thereon, an amount equal to all accrued and unpaid cumulative dividends (if any and if preferential) thereon, which for such purpose shall be calculated as if such dividends were accruing on a day-to-day basis up to the date of such distribution, whether or not earned or declared, and all declared and unpaid non-cumulative dividends (if any and if preferential) thereon. After payment to holders of Preferred shares of the amounts so payable to them, they shall not, as such, be entitled to share in any further distribution of the property or assets of the Company except as specifically provided in the special rights and restrictions attached to any particular series.

27.5 Holders of Preferred shares shall only be entitled, as such, to receive notice of, and/or to attend and/or vote at, any general meeting of shareholders of the Company only as provided in the special rights and restrictions attached to any particular series."

FULL TEXT OF ADVANCE NOTICE PROVISIONS TO NEW ARTICLES

This is Schedule C to Information Circular of

CONTAGIOUS GAMING INC.

"Nomination of Directors

14.12

(a) Subject only to the Act, only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Company. Nominations of persons for election to the board may be made at any annual meeting of shareholders, or at any special meeting of shareholders (but only if the election of directors is a matter specified in the notice of meeting given by or at the direction of the person calling such special meeting):

(i) by or at the direction of the board or an authorized officer of the Company, including pursuant to a notice of meeting;

(ii) by or at the direction or request of one or more shareholders pursuant to a proposal made in accordance with the provisions of the Act or a requisition of the shareholders made in accordance with the provisions of the Act; or

(iii) by any person (a "**Nominating Shareholder**") (A) who, at the close of business on the date of the giving of the notice provided for below in this §14.12 and on the record date for notice of such meeting, is entered in the securities register as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting and (B) who complies with the notice procedures set forth below in this §14.12.

(b) In addition to any other applicable requirements, for a nomination to be made by a Nominating Shareholder, such person must be give

(i) timely notice thereof in proper written form to the Corporate Secretary of the Company at the principal executive offices of the Company in accordance with this §14.12.and

(ii) the representation and agreement with respect to each candidate for nomination as required by, and within the time period specified in §14.12(d).

(c) To be timely under §14.12(b)(i), a Nominating Shareholder's notice to the Corporate Secretary of the Company must be made:

(i) in the case of an annual meeting of shareholders, not less than 30 nor more than 65 days prior to the date of the annual meeting of shareholders; provided, however, that in the event that the annual meeting of shareholders is called for a date that is less than 40 days after the date (the "**Notice Date**") on which the first public announcement of the date of the annual meeting was made, notice by the Nominating Shareholder may be made not later than the tenth (10th) day following the Notice Date; and

(ii) in the case of a special meeting (which is not also an annual meeting) of shareholders called for the purpose of electing directors (whether or not called for other purposes), not later than the fifteenth (15th) day following the day on which the first public announcement of the date of the special meeting of shareholders was made.

(iii) Notwithstanding the foregoing, the board may, in its sole discretion, waive any requirement in this §14.12(c).

(d) To be in proper written form, a Nominating Shareholder's notice to the Corporate Secretary of the Company, under §14.12(b)(i) must set forth:

(i) as to each person whom the Nominating Shareholder proposes to nominate for election as a director (A) the name, age, business address and residence address of the person, (B) the principal occupation or employment of the person, (C) the class or series and number of shares in the capital of the Company which are controlled or which are owned beneficially or of record by the person as of the record date for the Meeting of Shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice, (D) a statement as to whether such person would be "independent" of the Company (within the meaning of sections 1.4 and 1.5 of National Instrument 52-110 – *Audit Committees* of the Canadian Securities Administrators, as such provisions may be amended from time to time) if elected as a director at such meeting and the reasons and basis for such determination and (E) any other information relating to the person that would be required to be disclosed in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the Act and Applicable Securities Laws; and

(ii) as to the Nominating Shareholder giving the notice, (A) any information relating to such Nominating Shareholder that would be required to be made in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the Act and Applicable Securities Laws, and (B) the class or series and number of shares in the capital of the Company which are controlled or which are owned beneficially or of record by the Nominating Shareholder as of the record date for the Meeting of Shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice.

(e) To be eligible to be a candidate for election as a director of the Company and to be duly nominated, a candidate must be nominated in the manner prescribed in this §14.12 and the candidate for nomination, whether nominated by the board or otherwise, must have previously delivered to the Corporate Secretary of the Company at the principal executive offices of the Company, not less than 5 days prior to the date of the Meeting of Shareholders, a written representation and agreement (in form provided by the Company) that such candidate for nomination, if elected as a director of the Company, will comply with all applicable corporate governance, conflict of interest, confidentiality, share ownership, majority voting and insider trading policies and other policies and guidelines of the Company applicable to directors and in effect during such person's term in office as a director (and, if requested by any candidate for nomination, the Corporate Secretary of the Company shall provide to such candidate for nomination all such policies and guidelines then in effect).

(f) No person shall be eligible for election as a director of the Company unless nominated in accordance with the provisions of this §14.12; provided, however, that nothing in this §14.12 shall be deemed to preclude discussion by a shareholder (as distinct from nominating directors) at a meeting of shareholders of any matter in respect of which it would have been entitled to submit a proposal pursuant to the provisions of the Act. The chair of the meeting shall have the power and duty to determine whether a nomination was made in accordance with the procedures set forth in the foregoing provisions and, if any proposed nomination is not in compliance with such foregoing provisions, to declare that such defective nomination shall be disregarded.

(g) For purposes of this §14.12:

(i) "**Affiliate**", when used to indicate a relationship with a person, shall mean a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified person;

(ii) "**Applicable Securities Laws**" means the *Securities Act* (British Columbia) and the equivalent legislation in the other provinces and in the territories of Canada, as amended from time to time, the rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commissions and similar regulatory authorities of each of the applicable provinces and territories of Canada;

(iii) "**Associate**", when used to indicate a relationship with a specified person, shall mean (A) any corporation or trust of which such person owns beneficially, directly or indirectly, voting securities carrying more than 10% of the voting rights attached to all voting securities of such corporation or trust for the time being outstanding, (B) any partner of that person, (C) any trust or estate in which such person has a substantial beneficial interest or as to which such person serves as trustee or in a similar capacity, (D) a spouse of such specified person, (E) any person of either sex with whom such specified person is living in conjugal relationship outside marriage or (F) any relative of such specified person or of a person mentioned in clauses (D) or (E) of this definition if that relative has the same residence as the specified person;

(iv) "**Derivatives Contract**" shall mean a contract between two parties (the "Receiving Party" and the "Counterparty") that is designed to expose the Receiving Party to economic benefits and risks that correspond substantially to the ownership by the Receiving Party of a number of shares in the capital of the Company or securities convertible into such shares specified or referenced in such contract (the number corresponding to such economic benefits and risks, the "Notional Securities"), regardless of whether obligations under such contract are required or permitted to be settled through the delivery of cash, shares in the capital of the Company or securities convertible into such shares or other property, without regard to any short position under the same or any other Derivatives Contract. For the avoidance of doubt, interests in broad-based index options, broad-based index futures and broad-based publicly traded market baskets of stocks approved for trading by the appropriate governmental authority shall not be deemed to be Derivatives Contracts;

(v) "**Meeting of Shareholders**" shall mean such annual shareholders meeting or special shareholders meeting, whether general or not, at which one or more persons are nominated for election to the board by a Nominating Shareholder;

(vi) "**owned beneficially**" or "**owns beneficially**" means, in connection with the ownership of shares in the capital of the Company by a person, (A) any such shares as to which such person or any of such person's Affiliates or Associates owns at law or in equity, or has the right to acquire or become the owner at law or in equity, where such right is exercisable immediately or after the passage of time and whether or not on condition or the happening of any contingency or the making of any payment, upon the exercise of any conversion right, exchange right or purchase right attaching to any securities, or pursuant to any agreement, arrangement, pledge or understanding whether or not in writing; (B) any such shares as to which such person or any of such person's Affiliates or Associates has the right to vote, or the right to direct the voting, where such right is exercisable immediately or after the passage of time and whether or not on condition or

the happening of any contingency or the making of any payment, pursuant to any agreement, arrangement, pledge or understanding whether or not in writing; (C) any such shares which are beneficially owned, directly or indirectly, by a Counterparty (or any of such Counterparty's Affiliates or Associates) under any Derivatives Contract (without regard to any short or similar position under the same or any other Derivatives Contract) to which such person or any of such person's Affiliates or Associates is a Receiving Party; provided, however that the number of shares that a person owns beneficially pursuant to this clause (C) in connection with a particular Derivatives Contract shall not exceed the number of Notional Securities with respect to such Derivatives Contract; provided, further, that the number of securities owned beneficially by each Counterparty (including their respective Affiliates and Associates) under a Derivatives Contract shall for purposes of this clause be deemed to include all securities that are owned beneficially, directly or indirectly, by any other Counterparty (or any of such other Counterparty's Affiliates or Associates) under any Derivatives Contract to which such first Counterparty (or any of such first Counterparty's Affiliates or Associates) is a Receiving Party and this proviso shall be applied to successive Counterparties as appropriate; and (D) any such shares which are owned beneficially within the meaning of this definition by any other person with whom such person is acting jointly or in concert with respect to the Company or any of its securities; and

(vii) "**public announcement**" shall mean disclosure in a press release reported by a national news service in Canada, or in a document publicly filed by the Company or its agents under its profile on the System of Electronic Document Analysis and Retrieval at www.sedar.com.

(h) Notwithstanding any other provision to this §14.12, notice or any delivery given to the Corporate Secretary of the Company pursuant to this §14.12 may only be given by personal delivery, facsimile transmission or by email (provided that the Corporate Secretary of the Company has stipulated an email address for purposes of this notice, at such email address as stipulated from time to time), and shall be deemed to have been given and made only at the time it is served by personal delivery, email (at the address as aforesaid) or sent by facsimile transmission (provided that receipt of confirmation of such transmission has been received) to the Corporate Secretary at the address of the principal executive offices of the Company; provided that if such delivery or electronic communication is made on a day which is a not a business day or later than 5:00 p.m. (Vancouver time) on a day which is a business day, then such delivery or electronic communication shall be deemed to have been made on the subsequent day that is a business day.

(i) In no event shall any adjournment or postponement of a Meeting of Shareholders or the announcement thereof commence a new time period for the giving of a Nominating Shareholder's notice as described in §14.12(c) or the delivery of a representation and agreement as described in §14.12(e). "