



**ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS**

**Thursday, July 21, 2016**

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**NOTICE OF MEETING**

**AND**

**INFORMATION CIRCULAR**

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## NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

Notice is hereby given that the Annual General and Special Meeting of Shareholders of Fantasy 6 Sports Inc. (the "**Company**") will be held at Suite 610, 700 West Pender Street, Vancouver, British Columbia, on Thursday, July 21, 2016, at 10:00 a.m. (Pacific Time) (the "**Meeting**") for the following purposes:

1. to receive the audited consolidated financial statements of the Company for the financial year ended December 31, 2015, together with the report of the auditors thereon;
2. to fix the number of directors of the Company to be elected at five;
3. to elect directors of the Company for the ensuing year;
4. to appoint MNP LLP as auditors of the Company for the ensuing year and to authorize the directors to fix the auditors' remuneration;
5. to consider and, if thought fit, to pass an ordinary resolution ratifying and approving the Company's existing Stock Option Plan, as more particularly described in the accompanying Information Circular;
6. to consider and, if thought fit, to pass an ordinary resolution approving and authorizing an alteration of the Company's Articles to include advance notice provisions, relating to the nomination of directors for election at shareholders' meetings, as more particularly described in the accompanying Information Circular; and
7. to transact such further or other business as may properly come before the Meeting or any adjournment or adjournments thereof.

This notice is accompanied by an Information Circular (the "**Circular**"), either a form of proxy for registered shareholders or a voting instruction form for beneficial (non-registered) shareholders and a Financial Statement Request Form. Please review the accompanying Circular before voting as it contains important information about the Meeting and is deemed to form part of this notice.

Shareholders who are unable to attend the Meeting in person are requested to read the information on the enclosed form of proxy or voting instruction form and vote by telephone, on the internet or by completing and returning the enclosed form of proxy or voting instruction form in accordance with the instructions set out therein.

A registered shareholder wishing to be represented by proxy at the Meeting or any adjournment thereof must deposit a duly executed form of proxy with the Company's transfer agent and registrar, Computershare Investor Services Inc., by 10:00 a.m. (Pacific Time) on July 19, 2016, or no later than

48 hours (excluding Saturdays, Sundays and holidays) before the time of any adjourned or postponed Meeting.

If you are a beneficial (non-registered) shareholder receiving these materials through your broker or through another intermediary, please complete and return the materials in accordance with the instructions provided to you by your broker or by the other intermediary.

The record date for the determination of those shareholders entitled to receive the Notice of, and to vote at, the Meeting and any adjournment or postponement, is the close of business on June 21, 2016.

We value your opinion and participation in the Meeting as a shareholder of Fantasy 6 Sports Inc.

DATED at Vancouver, British Columbia, this 21<sup>st</sup> day of June, 2016.

**By Order of the Board of Directors**

*"Shafin Diamond Tejani"*

Shafin Diamond Tejani

Chief Executive Officer, President and Director

**FANTASY 6 SPORTS INC.**  
Suite 300, 128 West Hastings Street  
Vancouver, British Columbia, V6B 1G8, Canada

## **INFORMATION CIRCULAR**

This Information Circular (the “**Circular**”) is provided in connection with the solicitation of proxies by the management of **FANTASY 6 SPORTS INC.** (the “**Company**”) for use at the Annual General and Special Meeting of the shareholders of the Company to be held on Thursday, July 21, 2016, at Suite 610, 700 West Pender Street, Vancouver, British Columbia, Canada, at 10:00 a.m. (Pacific Time) (the “**Meeting**”) and any adjournments thereof for the purpose set forth in the enclosed Notice of Annual General and Special Meeting (the “**Notice of Meeting**”).

The information contained in this Circular, unless otherwise indicated, is as of June 21, 2016.

### **SOLICITATION OF PROXIES**

The solicitation of proxies will be primarily by mail but may also be solicited personally or by telephone, or electronic means of communication by the directors, officers and employees of the Company. The Company will bear all costs of such solicitation.

We have arranged for intermediaries to forward 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.

### **DISTRIBUTION OF MEETING MATERIALS**

This Circular and related Meeting materials are being sent directly to both registered and non-objecting beneficial owners of common shares of the Company in accordance with National Instrument 54-101, *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”). Further, as the Company does not intend to pay proximate intermediaries to send the Meeting materials to objecting beneficial owners of common shares of the Company, also in accordance with NI 54-101 and Form 54-101F7, *Request for Voting Instructions Made by Intermediary*, objecting beneficial owners will not receive the materials unless the objecting beneficial owners’ intermediaries assume the cost of delivery.

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

By choosing to send these materials to you directly, the Company (and not the intermediary holding 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 the appropriate voting instruction form.

You may receive multiple packages of Meeting materials if you hold common shares through more than one broker, intermediary, trustee or other nominee (each, an “**Intermediary**”), or if you are both a registered shareholder and a non-registered shareholder for different shareholdings. You should repeat the steps to vote through a proxy, appoint a proxyholder or attend the Meeting, if desired,

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separately for each shareholding to ensure that all the common shares from your various shareholdings are represented and voted at the Meeting.

#### **APPOINTMENT OF PROXYHOLDER**

The persons named as proxyholders to represent registered shareholders at the Meeting are Shafin Diamond Tejani, Chief Executive Officer and a director of the Company, and Sheri Rempel, Chief Financial Officer and a director of the Company.

**A shareholder wishing to appoint some other person or company (who need not be a shareholder) to represent him or her at the Meeting has the right to do so, either by inserting such person's or company's name in the blank space provided in the Form of Proxy or by completing another Form of Proxy. Such a shareholder should notify the nominee of his or her appointment, obtain his or her consent to act as proxy and instruct him or her on how the shareholder's common shares are to be voted.** In any case, the Form of Proxy should be dated and executed by the shareholder or his/her attorney authorized in writing, or if the shareholder is a company, under its corporate seal, or by an officer or attorney thereof duly authorized.

Similar procedures should be followed by a non-registered shareholder with respect to the completion of a Voting Instruction Form ("**VIF**") provided by such shareholder's Intermediary, although the shareholder should read the instructions on his or her VIF and, if necessary, confirm the instructions with his or her Intermediary. If a non-registered shareholder wishes to attend the Meeting to vote in person, the shareholder must instruct the Intermediary to appoint him or her as a proxyholder.

A proxy will not be valid for the Meeting or any adjournment thereof unless the completed, signed and dated form of proxy is delivered to the office of Computershare Investor Services Inc. ("**Computershare**") by mail or by hand at 100 University Avenue, 9th Floor, Toronto, Ontario, M5J 2Y1, not later than 48 hours (excluding Saturdays, Sundays and holidays) before the commencement of the Meeting.

#### **REVOCATION OF PROXIES**

Shareholders may revoke their proxies or voting instructions as follows. Proxies of registered shareholders submitted by mail, telephone or through the Internet using a Form of Proxy may be revoked by submitting a new proxy to Computershare by mail or by hand at 100 University Avenue, 9th Floor, Toronto, Ontario, M5J 2Y1, not later than 48 hours (excluding Saturdays, Sundays and holidays) prior to the commencement of the Meeting, or one business day before any adjournment of the Meeting. Alternatively, a registered shareholder who wishes to revoke a proxy may do so by depositing an instrument in writing addressed to the attention of the Chief Executive Officer and executed by the shareholder or by the shareholder's attorney authorized in writing. Such an instrument must be deposited at the registered office of the Company, located at Suite 610, 700 West Pender Street, Vancouver, British Columbia, V6C 1G8, at any time up to and including the last business day preceding the day of the Meeting, or any adjournment thereof, at which the proxy is to be used. On the day of the Meeting or any adjournment thereof, a registered shareholder may revoke a proxy by depositing such an instrument in writing with the Chairman of the Meeting; however, it will not be effective with respect to any matter on which a vote has already been cast. In addition, a proxy may be revoked by any other manner permitted by law.

Non-registered shareholders should contact the Intermediary through which they hold common shares in order to obtain instructions regarding the procedures for the revocation of any voting instructions that they previously provided to their Intermediary.

## VOTING OF PROXIES

The persons named in the enclosed Form of Proxy have indicated their willingness to represent, as proxyholders, the shareholders who appoint them. Each shareholder may instruct his or her proxyholder how to vote his or her common shares by completing the blanks in the Form of Proxy.

Common shares represented by properly executed proxy forms in favour of the persons designated on the enclosed Form of Proxy will be voted or withheld from voting in accordance with instructions made on the Form of Proxy, and, if a shareholder specifies a choice as to any matters to be acted on, such shareholder's common shares shall be voted accordingly. **In the absence of such instructions, the management designees, if named as proxy, will vote in favour of all matters set out thereon.**

The enclosed Form of Proxy confers discretionary authority upon the persons named therein with respect to amendments and variations to matters identified in the Notice of Meeting and with respect to any other matters which may properly come before the Meeting. At the time of printing this Circular, management of the Company knows of no such amendments, variations or other matters to come before the Meeting.

## VOTING BY NON-REGISTERED SHAREHOLDERS (BENEFICIAL SHAREHOLDERS)

**The information in this section is important to many shareholders as a substantial number of shareholders do not hold their common shares in their own name.**

Shareholders who hold common shares through an Intermediary (collectively, "**Beneficial Shareholders**") should note that only proxies deposited by shareholders whose names appear on the share register of the Company may be recognized and acted upon at the Meeting. If the Company's common shares are shown on an account statement provided to a Beneficial Shareholder by an Intermediary, then in almost all cases the name of such Beneficial Shareholder **will not** appear on the share register of the Company. Such shares will most likely be registered in the name of the Intermediary. In Canada, the vast majority of such shares will be registered in the name of "**CDS & Co.**", the registration name of The Canadian Depository for Securities Limited, which acts as a nominee for many brokerage firms. Such shares can only be voted by Intermediaries in accordance with instructions received from Beneficial Shareholders. **As a result, Beneficial Shareholders should carefully review the voting instructions provided by their Intermediary with this Circular and ensure that they direct the voting of their common shares in accordance with those instructions.**

Applicable regulatory policies require Intermediaries to seek voting instructions from Beneficial Shareholders in advance of shareholders' meetings. Each Intermediary has its own mailing procedures and provides its own return instructions to clients. The purpose of the Form of Proxy or VIF provided to a Beneficial Shareholder by such shareholder's Intermediary is limited to instructing the registered holder of the relevant shares on how to vote such shares on behalf of the Beneficial Shareholder. Most Intermediaries now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**"). Broadridge typically supplies a VIF, mails those forms to Beneficial Shareholders and asks those Beneficial Shareholders to return the forms to Broadridge or follow specific telephone or other voting procedures. Broadridge then tabulates the results of all instructions received by it and provides appropriate instructions respecting the voting of shares at the Meeting. **A Beneficial Shareholder receiving a VIF from Broadridge cannot use that form to vote shares directly at the Meeting. Instead, the VIF must be returned to Broadridge or the alternate voting procedures must be completed well in advance of the Meeting in order to ensure that such shares are voted.**

## RECORD DATE AND QUORUM

The Company has set the close of business on June 21, 2016, as the record date (the “**Record Date**”) for the Meeting. Only the common shareholders of record as at the Record Date are entitled to receive notice of and to vote at the Meeting, unless after that date a shareholder of record transfers his or her common shares and the transferee, upon producing properly endorsed certificates evidencing such shares or otherwise establishing that he or she owns such shares, requests at least ten (10) days prior to the Meeting that the transferee’s name be included in the list of shareholders entitled to vote, in which case such transferee is entitled to vote such shares at the Meeting.

Under the Articles of the Company, 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 the Meeting is one shareholder present in person (or, being a corporation, partnership, trust, or other non-individual legal entity represented in accordance with the provisions of the *Business Corporations Act*), or by proxy holding not less than one voting share of the Company entitled to be voted at the Meeting.

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

Management of the Company is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting other than the election of directors or the appointment of auditor, of any person who has been a director or executive officer of the Company at any time since the beginning of the Company’s last financial year, of any proposed nominee for election as a director of the Company, or of any associate or affiliate of such persons, except as hereinafter disclosed. As directors and executive officers of the Company may participate in the Company’s stock option plan, they, accordingly, have an interest in its ratification and approval, which will be sought at the Meeting.

## VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The Company is authorized to issue an unlimited number of common shares without par value of which 41,503,750 common shares were issued and outstanding as of the Record Date. The holders of the Company’s common shares of record at the Record Date are entitled to vote such shares at the Meeting on the basis of one vote for each common share held.

The issued and outstanding common shares are listed for trading on the Canadian Securities Exchange (the “**CSE**”) under the symbol FYS, quoted on the OTC Markets under the symbol FNTYF, and listed on the Frankfurt stock exchange under the symbol 6F6, WKN: A2AKL8.

To the knowledge of the directors and executive officers of the Company, and based upon the Company’s review of the records maintained by Computershare and insider reports filed with the System for Electronic Disclosure by Insiders ([www.sedi.ca](http://www.sedi.ca)), as at the Record Date, the following shareholders 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 shares of the Company:

Shareholder Name	Number of Common Shares	Percentage of Issued Common Shares <sup>(1)</sup>
Victory Square Labs Inc.	7,989,209 <sup>(2)</sup>	19.25% <sup>(3)</sup>
0899014 B.C. Ltd. <sup>(4)</sup>	6,841,821	16.48% <sup>(3)</sup>

(1) Based on 41,503,750 Common Shares issued and outstanding as of June 21, 2016.

(2) Shafin Diamond Tejani, a director and officer of the Company, controls Victory Square Labs Inc.

(3) Percentage rounded to two decimal places.

(4) Manjot Padda is the control person of 0899014 B.C. Ltd.

## STATEMENT OF EXECUTIVE COMPENSATION

The objective of this disclosure is to communicate all direct and indirect compensation the Company has paid, made payable, awarded, granted, given or otherwise provided to certain executive officers and directors for, or in connection with, services they have provided to the Company or a subsidiary of the Company, and the decision-making process related to compensation.

In this Circular:

**“CEO”** means an individual who acted as Chief Executive Officer of the Company, or acted in a similar capacity, for any part of the most recently completed financial year;

**“CFO”** means an individual who acted as Chief Financial Officer of the Company, or acted in a similar capacity, for any part of the most recently completed financial year;

**“equity incentive plan”** means an incentive plan, or portion of an incentive plan, under which awards are granted and that falls within the scope of IFRS 2 *Share-based Payment*;

**“incentive plan”** means any plan providing compensation that depends on achieving certain performance goals or similar conditions within a specified period;

**“incentive plan award”** means compensation awarded, earned, paid, or payable under an incentive plan;

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

- (a) a CEO;
- (b) a CFO;
- (c) each of the three most highly compensated executive officers of the Company, including any of its subsidiaries, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was, individually, more than \$150,000, as determined in accordance with subsection 1.3(6) of Form 51-102F6, *Statement of Executive Compensation*, for that financial year; and
- (d) each individual who would be an NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the company or its subsidiaries, nor acting in a similar capacity, at the end of that financial year;

**“non-equity incentive plan”** means an incentive plan or portion of an incentive plan that is not an equity incentive plan;

**“option-based award”** means an award under an equity incentive plan of options, including, for greater certainty, share options, share appreciation rights, and similar instruments that have option-like features;

**“share-based award”** means an award under an equity incentive plan of equity-based instruments that do not have option-like features, including, for greater certainty, common shares, restricted shares, restricted share units, deferred share units, phantom shares, phantom share units, common share equivalent units, and stock.

## COMPENSATION DISCUSSION & ANALYSIS

As the Company is in the development stage, the executive compensation program and strategy is informal at this time and administered by the Company's Board of Directors (the "**Board**"). The Board is responsible for determining, by way of discussions at board meetings, the compensation to be paid to the executive officers of the Company. The Company does not have a formal compensation program with set benchmarks; however, the performance of each executive is considered along with the Company's ability to pay compensation and its results of operations. When sufficient operations have been established, compensation to be paid to the Company's officers and directors will be determined by the Board, in accordance with management consulting agreements that the Company plans to enter into with its officers and non-independent directors. The management team is committed to developing the operations of the Company and the board will establish a formal compensation program once the Company generates sufficient revenues to sustain operations.

Presently, the Company relies solely on the Board to determine the executive compensation that is to be paid to NEOs without any formal objectives, criteria, or analysis. In performing its duties, the Board has not conducted a thorough analysis of the implications of risks associated with the Company's compensation policies and practices. However, at its present early stage of development and considering its present compensation policies, the Company does not believe its current compensation policies or practices would encourage an executive officer or other individual to take inappropriate or excessive risks. The Company does not have any policies in place that would prohibit an NEO or director, for his or her own benefit and at his or her own risk, to purchase financial instruments, including, for greater certainty, prepaid variable forward contracts, equity swaps, collars or units or exchange funds, that are designed to hedge or offset a decrease in the market value of equity securities granted as compensation or held, directly or indirectly, by the NEO or director.

The compensation awarded to, earned by, paid to or payable to each of the NEOs for the most recently completed financial year is set out under the heading "Summary Compensation Table" below.

### ***Elements of Executive Compensation***

Other than as disclosed in this Circular, the NEOs intend to donate their services until the Company begins generating revenue. Any salary paid to the NEOs will be dependent upon the Company's finances as well as the performance of each of the NEOs. One current element of executive compensation is the Company's stock option plan (the "**Stock Option Plan**") as discussed under the heading "*Securities Authorized for Issuance under Equity Compensation Plans – Description of 2016 Incentive Stock Option Plan*" below. The Stock Option Plan is also discussed under the heading "*Particulars of Matters to be Acted Upon - 4. Stock Option Plan*".

### ***Equity Participation through Stock Option Plans***

The stock option component of the Company's executive compensation program is intended to encourage and reward outstanding performance over the short and long terms, and to align the interests of the NEOs with those of the Company's shareholders. Options are awarded by the Board, which bases its decisions upon the level of responsibility and contribution of the individuals towards the Company's goals and objectives. The Board also takes into consideration the amount and terms of outstanding stock options in determining its recommendations regarding the options to be granted during any fiscal year.

The stock option component of executive compensation acts as an incentive for the NEOs to work to enhance the Company's value over the long term, and to remain with the Company.

The Board is of the view that the Company's compensation structure appropriately takes into account the factors relevant to the technology industry, the Company's performance within that industry, and the individual contributions to the Company's performance made by its NEOs.

### **Option-based awards**

Please see "Equity Participation through Stock Option Plans" above for details of the process used by the Company in granting option-based awards to NEOs.

The stock option grants to directors, officers, other employees and consultants are determined by an assessment of the individual's current and expected future performance, level of responsibilities, importance of the position held, contribution to the Company and previous option grants and exercise prices including:

- the remuneration paid to the individual as at the grant date in relation to the total remuneration payable by the Company to all of its directors, officers, employees and consultants as at the grant date;
- the length of time that each individual has been employed or engaged by the Company; and
- the quality of work performed by such director, officer, employee or consultant.

### **Summary Compensation Table**

During the year ended December 31, 2015, the Company had two NEOs: (i) Shafin Diamond Tejani, CEO and President of the Company, and (ii) Sheri Rempel, CFO of the Company.

As the Company was incorporated on February 10, 2015, the following table sets forth all compensation for its initial financial year ended December 31, 2015, in respect of the individuals who were NEOs of the Company:

NEO Name and Principal Position	Year	Salary (\$)	Share-Based Awards (\$)	Option-Based Awards (\$)	Non-Equity Incentive Plan Compensation (\$)		Pension Value (\$)	All Other Compensation (\$)	Total Compensation (\$)
					Annual Incentive Plans	Long-term Incentive Plans			
<b>Shafin Diamond Tejani</b> <sup>(1)</sup> CEO, President & Director	2015	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2014	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>Sheri Rempel</b> <sup>(2)</sup> CFO & Director	2015	N/A	Nil	Nil	Nil	Nil	Nil	\$12,000 <sup>(3)</sup>	12,000 <sup>(3)</sup>
	2014	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

(1) Shafin Diamond Tejani was appointment President, Chief Executive Officer and a director of the Company on August 31, 2015.

(2) Sheri Rempel was appointed Chief Financial Officer and a director of the Company on February 11, 2015.

(3) Fees paid by the Company and a wholly owned subsidiary of the Company to a corporation controlled by Sheri Rempel for CFO and accounting services. Of amount paid for services, Ms. Rempel received \$Nil.

### **Narrative Discussion**

The Company's general compensation strategy for NEOs is discussed above under "Elements of Executive Compensation" above.

The Company does not currently have any management agreements, employment agreements with its NEOs. There are no other plans or arrangements in respect of compensation received by NEOs.

### Incentive Plan Awards – Outstanding Share-Based Awards and Option-Based Awards

Please see “Securities Authorized for Issuance under Equity Compensation Plans” below for details of the Company’s stock option plan. The following table sets forth outstanding stock options held by NEOs as at December 31, 2015.

Name	Option-based Awards				Share-based Awards		
	Number of securities underlying unexercised options (#)	Option exercise (\$)	Option expiration date	Value of unexercised in-the-money options <sup>1</sup> (\$)	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (\$)	Market or payout value of vested share-based awards not paid out or distributed (\$)
<b>Shafin Diamond Tejani</b> CEO, President & Director	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>Sheri Rempel</b> CFO & Director	N/A	N/A	N/A	N/A	N/A	N/A	N/A

### Incentive Plan Awards – Value Vested or Earned During the Year Ended December 31, 2015

The following table sets forth the details of the aggregate dollar value that would have been realized by the Company’s NEOs in the most recently completed financial year if the options under the option-based awards had been exercised on their respective vesting dates.

Name	Option-based awards –	Share-based awards –	Non-equity incentive plan compensation –
	Value vested during the year (\$)	Value vested during the year (\$)	Value earned during the year (\$)
<b>Shafin Diamond Tejani</b> CEO, President & Director	N/A	N/A	N/A
<b>Sheri Rempel</b> CFO & Director	N/A	N/A	N/A

#### *Narrative Discussion*

The Company did not have a Stock Option Plan in effect at any time during the year ended December 31, 2015.

#### **Pension Plan Benefits**

As at the year ended December 31, 2015, and to the date of this Circular, the Company did not maintain any defined benefit plans, defined contribution plans or deferred compensation plans for its NEOs, directors or officers.

## Termination and Change of Control Benefits

As at the year ended December 31, 2015, the Company did not have any contract, agreement, plan or arrangement that provides for payments to an NEO at, following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change in control of the Company or a change in an NEO's responsibilities. In case of termination of an NEO, common law and statutory law applies.

## DIRECTOR COMPENSATION

The Company has no arrangements, standard or otherwise, pursuant to which directors are compensated by the Company or its subsidiaries for their services in their capacity as directors. The directors of the Company may be reimbursed for actual expenses reasonably incurred in connection with the performance of their duties as directors. From time to time, directors may be retained as consultants or experts to provide specific services to the Company and will be compensated on a normal commercial basis for such services. Directors are also eligible to receive incentive stock options to purchase common shares of the Company under the Company's stock option plan.

From the inception of the Company to the date of this Circular, except as disclosed below, no compensation was paid to any director of the Company who was not also an executive officer of the Company.

The following table shows the compensation provided to non-executive directors for the year ended December 31, 2015. Please see "Summary Compensation Table" under "Executive Compensation" above for details of compensation paid by the Company to those directors who are also NEOs.

Name	Fees earned (\$)	Share-based awards (\$)	Option-based awards (\$)	Non-equity incentive plan compensation (\$)	Pension value (\$)	All other compensation (\$)	Total (\$)
Thomas Mayenknecht <sup>(1)</sup>	Nil	Nil	Nil	Nil	Nil	15,000 <sup>(2)</sup>	15,000 <sup>(2)</sup>
Peter Smyrniotis <sup>(3)</sup>	Nil	Nil	Nil	Nil	Nil	Nil	Nil

(1) Thomas Mayenknecht has served as a director of the Company since September 15, 2015.

(2) Received by Thomas Mayenknecht from fees paid by the Company for marketing services to a corporation associated with Mr. Mayenknecht.

(3) Peter Smyrniotis has served as a director of the Company since September 15, 2015.

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

The following table sets forth share-based and option-based awards outstanding for the directors of the Company who were not NEOs for the year ended December 31, 2015.

Name	Option-based Awards				Share-based Awards		
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options <sup>1</sup> (\$)	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (\$)	Market or payout value of vested share-based awards not paid out or distributed (\$)
Thomas Mayenknecht	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Peter Smyrniotis	N/A	N/A	N/A	N/A	N/A	N/A	N/A

### Incentive Plan Awards – Value Vested or Earned During the Year Ended December 31, 2015

The following table sets forth the details of the aggregate dollar value that would have been realized by the Company's non-executive directors in the most recently completed financial year if the options under the option-based awards had been exercised on their respective vesting dates.

Name	Option-based awards – Value vested during the year (\$)	Share-based awards – Value vested during the year (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
Thomas Mayenknecht	N/A	N/A	N/A
Peter Smyrniotis	N/A	N/A	N/A

### Defined Benefit or Actuarial Plan Disclosure

The Company had no defined benefit plan or actuarial plan as at December 31, 2015.

### SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

During the year ended December 31, 2015, the Company did not have a stock option plan in effect.

### Equity Compensation Plan Information

Plan Category	Number of common shares to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted average exercise price of outstanding options, warrants and rights (b)	Number of common shares remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans previously approved by shareholders	N/A	N/A	N/A
Equity compensation plans not previously approved by shareholders	N/A	N/A	N/A
<b>TOTAL:</b>	N/A	N/A	N/A

Subsequent to December 31, 2015, the Board of Directors of the Company adopted an Incentive Stock Option Plan (please see below).

## Description of 2016 Incentive Stock Option Plan

The following is a summary of the substantive terms of the Company's current Incentive Stock Option Plan. As the Stock Option Plan was adopted by the Company's Board of Directors on May 9, 2016, the Company will be seeking shareholder ratification and approval of the 2016 Incentive Stock Option Plan at the Meeting. The details of the Stock Option Plan are discussed below and under the heading "*Particulars of Matters to be Acted Upon at the Meeting - 4. Stock Option Plan*" and the full text of the Stock Option Plan is attached hereto as Schedule "B".

The purpose of this Stock Option Plan is to attract and retain directors, officers, employees and consultants and to motivate them to advance the interests of the Company by affording them with the opportunity to acquire an equity interest in the Company through options granted under the Stock Option Plan to purchase Common Shares. Unless authorized by the shareholders of the Company, the Stock Option Plan, together with all of the Company's other previously established or proposed stock options, stock option plans, employee stock purchase plans or any other compensation or incentive mechanisms involving the issuance or potential issuance of Common Shares, shall not result, at any time, in the number of Common Shares reserved for issuance pursuant to options exceeding 10% of the issued and outstanding shares as at the date of grant of any option under the Stock Option Plan.

The Stock Option Plan contains provisions such that:

- (a) the term of an option cannot exceed ten (10) years from the date of grant;
- (b) no more than 5% of the issued and outstanding shares of the Issuer may be granted to any one individual in any 12 month period;
- (c) no more than 4% of the issued and outstanding shares of the Issuer may be granted to any one consultant in any 12 month period;
- (d) no more than 1% of the issued and outstanding shares of the Issuer may be granted to any one person conducting investor relations activities in any 12 month period;
- (e) options will vest at the discretion of the Issuer's directors;
- (f) options are non-assignable and non-transferable, except as provided for in the event of a death of an optionee;
- (g) the period in which an optionee's heirs or administrators can exercise any portion of outstanding options must not exceed 12 months from the optionee's death;
- (h) option grants are limited to bona fide directors, officers, employees or consultants, or corporations wholly owned by such directors, officers, employees or consultants, as the case may be; and
- (i) vested options terminate 90 days subsequent to any director, officer, employee or consultant ceasing to be engaged by the Issuer for any reason other than death; and
- (j) vested options terminate 30 days subsequent to any optionee engaged in investor relations activities ceasing to be engaged by the Company.

The Stock Option Plan is administered by the Company's Board of Directors, which, subject to the limitations of the Stock Option Plan, has the authority to:

- (a) grant options to purchase common shares to eligible persons;
- (b) determine the terms, limitations, restrictions and conditions respecting such grants;
- (c) interpret the Stock Option Plan and adopt, amend and rescind such administrative guidelines and other rules and regulations relating to the Stock Option Plan as it shall from time to time deem advisable; and
- (d) make all other determinations and take all other actions in connection with the implementation and administration of the Stock Option Plan including, without limitation, for the purpose of ensuring compliance with securities laws and CSE policies, as it may deem necessary or advisable.

Pursuant to the Stock Option Plan and subject to a minimum price of \$0.10 per common share, the exercise price of an option is set by the Board and cannot be less than the closing market price of the common shares on the trading day immediately preceding the date of grant of the option, less any applicable discount allowed by the CSE.

In addition, the Stock Option Plan contains provisions for changes in options pursuant to, among other corporate actions, any share consolidation or subdivision, stock dividend, take-over bid, or change of control.

#### **INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS**

There was no indebtedness outstanding for any current or former director, executive officer, employee, or director nominee of the Company or any of its subsidiaries which is owing to the Company or any of its subsidiaries or to another entity which is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries, entered into in connection with a purchase of securities or otherwise.

No individual who is, or at any time during the most recently completed financial year was, a director or executive officer of the Company, no proposed nominee for election as a director of the Company and no associate of such persons:

- (i) is or at any time since the beginning of the most recently completed financial year has been, indebted to the Company or any of its subsidiaries; or
- (ii) whose indebtedness to another entity is, or at any time since the beginning of the most recently completed financial year has been, the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries,

in relation to a securities purchase program or other program.

Furthermore, none of such persons were indebted to a third party during such period where their indebtedness was the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or its subsidiaries.

#### **INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS**

Applicable securities legislation defines “*informed person*” to mean any of the following: (a) a director or executive officer of a reporting issuer; (b) a director or officer of a person or company that is itself an informed person or subsidiary of a reporting issuer; (c) any person or company who beneficially owns, directly or indirectly, voting securities of a reporting issuer or who exercises control or direction over voting securities of a reporting issuer or a combination of both carrying more than 10% of the voting rights attached to all outstanding voting securities of the reporting issuer other than voting securities held by the person or company as underwriter in the course of a distribution; and (d) a reporting issuer that has purchased, redeemed or otherwise acquired any of its securities, for so long as it holds any of its securities.

None of the informed persons of the Company, nor any proposed nominee for election as a director of the Company, nor any associate or affiliate of the foregoing persons, has any material interest, direct or indirect, in any transactions since the commencement of the Company’s last completed

financial year, or in any proposed transaction which, in either case, has or will materially affect the Company or any of its subsidiaries, except as disclosed below:

Shafin Diamond Tejani, a director and executive officer of the Company, has agreed to extend a convertible revolving loan facility of \$500,000 (the "Facility") to the Company to fund general working capital requirements. The Facility will have an outside term of 18 months and bear simple interest at a rate of 3.0% per annum, with such interest to accrue and be added to the amount(s) drawn from the Facility as part of any conversion, at the lender's option, into common shares in the capital of the Company should the Company default in repayment. The Facility will be governed by a single Convertible Revolving Loan Agreement (the "Loan Agreement") to be executed between the Company and the lender. The Facility and the Loan Agreement will be subject to compliance with all regulatory requirements and acceptance by the Canadian Securities Exchange.

## **MANAGEMENT CONTRACTS**

No management functions of the Company or any subsidiary of the Company are to any substantial degree performed by a person other than the directors or executive officers of the Company.

## **CORPORATE GOVERNANCE DISCLOSURE**

### **Corporate Governance Practices**

Corporate governance relates to activities of the Board of Directors, the members of which are elected by and are accountable to the shareholders, and takes into account the role of the individual members of management who are appointed by the Board of Directors and who are charged with the day to day management of the Company.

Pursuant to National Instrument 58-101, *Disclosure of Corporate Governance Practices*, the Company is required to disclose its corporate governance practices, as summarized below. The Board of Directors will monitor such practices on an ongoing basis and when necessary implement such additional practices as it deems appropriate. NI 58-201, *Corporate Governance Guidelines*, establishes corporate governance guidelines to be used by issuers in developing their own corporate governance practices. The Board of Directors is committed to sound corporate governance practices, which are both in the interest of its shareholders and contribute to effective and efficient decision making. Pursuant to NI 58-201, the Board of Directors has adopted a Code of Business Conduct and Ethics, which addresses, but is not limited to, the following issues:

- (i) conflicts of interest;
- (iii) compliance with laws, rules, and regulations;
- (iv) protection and proper use of corporate opportunities;
- (v) protection and proper use of corporate assets;
- (vi) confidentiality of corporate information;
- (vii) fair dealing with security holders, customers, competitors, and employees; and
- (viii) accuracy of business records.

In addition, pursuant to National Policy 51-201, *Disclosure Standards*, the Company has adopted a Disclosure Policy, which addresses, but it not limited to addressing, the following issues:

- (i) timely disclosure of material information;
  - i. insider trading;
  - ii. the development and mandate of the Company's Disclosure Committee;

- iii. rumours and speculation; and
- iv. designated spokespersons of the Company.

The Company's general approach to corporate governance is summarized below.

### ***Board of Directors***

The Board of Directors is currently composed of four directors. With the exception of a proposed new independent director, all director nominees are current directors of the Company.

### ***Independence***

Section 1.4 of National Instrument 52-110, *Audit Committees ("NI 52-110")*, sets out the standard for director independence. Under NI 52-110, a director is independent if he or she has no direct or indirect material relationship with the Company. A material relationship is a relationship which could, in the view of the Board of Directors, be reasonably expected to interfere with the exercise of a director's independent judgment. NI 52-110 also sets out certain situations where a director will automatically be considered to have a material relationship to the Company.

Applying the definition set out in NI 52-110, one of the four members of the Board is independent. The member who is independent is Peter Smyrniotis. Shafin Diamond Tejani and Sheri Rempel are not independent by virtue of the fact that they are executive officers of the Company – Mr. Tejani is the CEO and President and Ms. Rempel serves as CFO. Thomas Mayenknecht is not independent as the Company has engaged a corporation, associated with Mr. Mayenknecht, for marketing purposes and he is, thus, deemed to have a material relationship with the Company.

### ***Other Directorships***

In addition to her position on the Board of Directors, the following director also serves as a director of the following reporting issuers or reporting issuer equivalents:

<b>Name of Director</b>	<b>Name of Reporting Issuer or Equivalent</b>	<b>Exchange or Market</b>
Sheri Rempel	Norsemont Capital Inc.	CSE
	NU2U Resources Corp.	N/A

### ***Orientation and Continuing Education***

The Company has not adopted a formalized process of orientation for new Board members. Orientation of new directors is conducted on an ad hoc basis.

Each new director of the Company is briefed about the nature of the Company's business, its corporate strategy and current issues within the Company and directors are kept informed as to matters impacting, or which may impact, the Company's operations through reports and presentations at Board meetings. New directors are encouraged to review the Company's public disclosure records as filed on SEDAR ([www.sedar.com](http://www.sedar.com)) and under its profile on the CSE website ([www.thecse.com](http://www.thecse.com)). Directors are also provided with access to management to better understand the operations of the Company, and to the Company's legal counsel to discuss their legal obligations as directors of the Company.

### *Ethical Business Conduct*

The Board of Directors has a written code of ethical conduct for its directors, officers and employees. The Board is apprised of the activities of the Company and ensures that it conducts such activities in an ethical manner. The Board encourages and promotes an overall culture of ethical business conduct by promoting compliance with applicable laws, rules and regulations; providing guidance to consultants, officers and directors to help them recognize and deal with ethical issues; promoting a culture of open communication, honesty and accountability; and ensuring awareness of disciplinary actions for violations of ethical business conduct.

The Board of Directors is also required to comply with the conflict of interest provisions of the *Business Corporations Act* (British Columbia) and relevant securities regulation in order to ensure that directors exercise independent judgment in considering transactions and agreements in respect of which a director or officer has a material interest. Any interested director is required to declare the nature and extent of his interest and is not entitled to vote on any matter that is the subject of the conflict of interest.

### *Nomination of Directors*

The Board does not have a nominations committee or a formal procedure with respect to the nomination of directors. In general, nominees will be the result of recruitment efforts by management and members of the Board, including both formal and informal discussions among members of the Board. The Company's management and Board members are in contact with individuals involved in the fantasy sports sector. From these sources, a number of contacts have been established and in the event that the Company requires any new directors, such individuals will be brought to the attention of the Board of Directors. The Company will conduct reference and background checks on suitable candidates. New nominees generally must have a track record in business management, areas of strategic interest to the Company, the ability to devote the time required to carry out the obligations and responsibilities of a director and a willingness to serve in that capacity

### *Compensation*

The Board does not have a compensation committee or a formal procedure with respect to determining compensation for the Company's directors and executive officers. At present, the Board of Directors as a whole determines the compensation of the Company's executive officers and does so with reference to industry standards and the financial situation of the Company. The Board of Directors has the sole responsibility for determining the compensation of the directors of the Company.

Until such time as it deems the formation of a compensation committee is warranted, the Board of Directors will continue to monitor and review the salary and benefits of the executive officers of the Company.

### *Board Committees*

As the Board is actively involved in the operations of the Company, the Board has determined that committees, other than the audit committee (the "**Audit Committee**"), have not been necessary to date.

The Board is responsible for the stewardship of the Company through the supervision of the business and management of the Company. This mandate is accomplished directly and through the Audit

Committee. The Audit Committee facilitates effective Board decision-making by providing recommendations to the Board on matters within its responsibility.

#### *Assessments*

Neither the Company nor the Board of Directors has developed a formal review system to assess the performance of the directors or the Board of Directors as a whole. The contributions of individual directors are monitored by other members of the Board of Directors on an informal basis through observation.

#### **Audit Committee**

The Company is required to have an audit committee comprised of not less than three directors, a majority of whom are not officers, control persons or employees of the Company or an affiliate of the Company.

The audit committee is responsible for overseeing the Company's financial reporting process on behalf of the Board of Directors, including overseeing the work of the independent auditors who report directly to the audit committee.

The specific responsibilities of the audit committee, among others, include:

- (i) evaluating the performance and assessing the qualifications of the independent directors and recommending to the Board of Directors and the shareholders the appointment of the Company's external auditor;
- (ii) determining and approving the engagement of and compensation for audit and non-audit services of the Company's external auditor;
- (iii) reviewing the Company's financial statements and management's discussion and analysis of financial condition and results of operations and recommending to the Board of Directors whether or not such financial statements and management's discussion and analysis of financial condition and results of operations should be approved by the Board of Directors;
- (iv) conferring with the Company's external auditor and with management regarding the scope, adequacy and effectiveness of internal financial reporting controls;
- (v) establishing procedures for the receipt, retention and treatment of complaints received by the Company regarding its accounting controls, internal accounting controls or auditing matters and the confidential and anonymous submission by employees of concerns regarding questionable accounting and auditing matters; and
- (vi) reviewing and discussing with management and the independent auditor, as appropriate, the Company's guidelines and policies with respect to risk assessment and risk management, including major financial risk exposure and investment and hedging policies and the steps taken by management to monitor and control the Company's exposure to such risks.

The Company's Audit Committee is governed by an Audit Committee Charter, a copy of which is attached hereto as Schedule "A".

### *Audit Committee Oversight*

The audit committee was appointed by the Board of Directors on September 25, 2015. The Board of Directors as a whole carried out the responsibilities of the audit committee prior to September 25, 2015. As such, except as provided for in “*Particulars of Matters to be Acted Upon – Section 3. Appointment of Auditors*”, the audit committee had not made any prior recommendations concerning the nomination or compensation of the Company’s external auditor, as such auditor was appointed by the Board of Directors.

### *Composition of the Audit Committee*

The Company’s Audit Committee is currently comprised of Sheri Rempel, Thomas Mayenknecht and Peter Smyrniotis, all of whom are “financially literate” in accordance with Section 1.6 of NI 52-110, which states that an individual is financially literate if he or she has the ability to read and understand a set of financial statements that presents a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the issuer’s financial statements.

Applying the definition of “independence” set out in section 1.4 of NI 52-110, Peter Smyrniotis is an independent member of the Audit Committee. Sheri Rempel is not independent by virtue of the fact that she serves as CFO of the Company. Thomas Mayenknecht is not independent as the Company has engaged a corporation, associated with Mr. Mayenknecht, for marketing purposes and he is, thus, deemed to have a material relationship with the Company.

### *Relevant Education and Experience*

**Sheri Rempel** has more than 25 years of accounting and financial management experience. Ms. Rempel started her career with public companies in 2001 and currently provides senior financial advisory services to Canadian private and public corporations, acting in officer or controller capacities. In 2006 she founded CTB Consulting to provide ‘one-stop’ financial reporting services to public companies on the TSX and TSX.V exchanges. As of October 30, 2015, Ms. Rempel is a director of Noremont Capital Inc. (CSE: NOM). As of March 2013, Ms. Rempel is the CFO of Serengeti Resources Inc. (TSX.V: SIR) and was their controller from August 2007 to March 2013. Ms. Rempel has also held the position of controller for Redhawk Resources Inc. (TSX: RDK) since February 2011, for Calico Resources Corp. (TSX.V: CKB) since August 2011, for BMG Gold Inc. (TSX-V: BMG) since February of 2014, and for Lund Enterprises (TSX.V: LEN) since February 2014.

**Thomas Mayenknecht**, a marketing communications executive who has specialized in professional and Olympic sport for much of his career, is a principal in the brand and business development consultancy Emblematica and is a sport business commentator as the founder and host of The Sport Market, a sport business radio show. He also carries a long record of community service in various sport, community and philanthropic concerns, including his current role as a member of the Board of Trustees of the BC Sports Hall of Fame situated at BC Place in Vancouver. Mr. Mayenknecht is a frequent editorial contributor to The Vancouver Sun and his commentaries have appeared in The Globe and Mail and The Sport Business Journal in the United States. He contributed to the creation and launch of the TSN 1040 (then TEAM 1040) all-sports radio station in 2001, serving on the Board of Directors of its founding company, Grand Slam Radio. He was a sports writer and television host in Montreal and Toronto in the late 1970s and early 1980s. Mr. Mayenknecht has served as a principal in Emblematica since 2005. He has experience in the governance of publicly-traded companies, serving Patch Energy as a consultant and Park Place Energy as an officer and director of the junior oil and gas enterprises from 2004 through 2010. Mr.

Mayenknecht's core professional experience spans communications, sport management, cause marketing, brand management, journalism, television, public speaking and media training. In 18 years of executive experience in professional and Olympic sport, Mr. Mayenknecht has served in leadership roles at Tennis Canada, the Toronto Raptors and Vancouver Grizzlies of the National Basketball Association, PacificSport and the Vancouver Ravens of the National Lacrosse League.

**Peter Constantine Smyrniotis** is a technologist, entrepreneur, and commercialization and growth professional. Mr. Smyrniotis is a graduate of the University of Toronto, with expertise in Technology, Zoology and Anthropology and a Master in IT from Royal Roads University. Further, he has completed training and certification in business development, strategy, and technology from SAP, Microsoft, and Cisco Systems. Mr. Smyrniotis is currently the Sales Director & Partner Manager for Western Canada for the leading Cisco Learning Partner - ARP Technologies, a position he has held since February 2009. He delivers Education, Advanced Technical Services, Partner & Distributor programs across the country. In this role and previous business in enterprise, he has cumulatively and collaboratively delivered billions of dollars of value, working with such customers as Apple, Google, Magna, and other Fortune 500 organizations. Mr. Smyrniotis is also the Technology Advisor at the Hillcore Group, a leading independent Canadian investment and advisory firm, where he is developing Hillcore's new Technology Group. Mr. Smyrniotis is also a partner with GlobalOne Sciences which seeks novel, highly disruptive technologies, which they acquire for our select portfolio through outright purchase or in-licensing. Mr. Smyrniotis stays engaged with his regional community through work with charitable organizations and veteran affairs. He currently sits on a number of advisory boards in enterprise software, real estate, bionics and augmented/virtual reality. Mr. Smyrniotis is fluent in English, German and Greek. He is currently learning Javascript, Ruby, and Swift.

The experiences of the members of the Audit Committee has given each:

- (i) an understanding of the accounting principles used by the Company to prepare its financial statements;
- (ii) the ability to assess the general application of accounting principles in connection with accounting estimates, accruals and reserves;
- (iii) experience analyzing and evaluating financial statements similar to those of the Company; and
- (iv) an understanding of internal controls and procedures for financial reporting pertinent to the Company.

The Audit Committee meets no less frequently than quarterly to review the Company's accounting practices, internal controls and such other matters as the Audit Committee or CFO deem appropriate, and recommends to the Board for approval the quarterly and annual financial statements of the Company.

#### ***Pre-Approval of Policies and Procedures***

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

#### ***External Auditor Service Fees***

In the following table, "**audit fees**" are fees billed by the Company's external auditors for services provided in auditing the Company's annual financial statements for the subject year. "**Audit-related fees**" are fees not included in audit fees that are billed by the auditors for assurance and related services that are reasonably related to the performance of the audit or review of the Company's financial statements. "**Tax fees**" are fees billed by the auditors for professional services rendered for

tax compliance, tax advice and tax planning. “**All other fees**” are fees billed by the auditors for products and services not included in the foregoing categories.

The auditors’ fees for the last fiscal year, by category, are as follows:

Financial Year Ending	Audit Fees	Audit Related Fees	Tax Fees	All Other Fees
December 31, 2015	\$25,000	\$Nil	\$Nil	\$51,062 <sup>(1)</sup>

(1) Costs related to various audits during the 2015 fiscal year pursuant to Prospectus requirements

As a venture issuer within the meaning of National Instrument 52-110, *Audit Committees*, the Company is relying upon the exemption provided by Section 6.1 of NI 52-110 which exempts venture issuers from the requirements of Part 3 (*Composition of the Audit Committee*) and Part 5 (*Reporting Obligations*) of NI 52-110.

## PARTICULARS OF MATTERS TO BE ACTED UPON

### 1. Financial Statements

The Board has approved the audited financial statements of the Company for the fiscal year ended December 31, 2015, together with the auditors’ report thereon. Copies of these financial statements have been sent to those shareholders, who had requested receipt of same, and are also available on SEDAR. **No approval or other action needs to be taken at the Meeting in respect of these documents.**

### 2. Election of Directors

The term of office of all current directors of the Company expires at the time of the Meeting but they are eligible for re-election or re-appointment. Unless the director’s office is earlier vacated in accordance with the provisions of the *Business Corporations Act* (British Columbia) or the Articles of the Company, each director elected will hold office until the next annual general meeting of the Company, or until his or her successor is duly elected or appointed, unless his or her office is earlier vacated.

It is proposed that the below-stated nominees be elected at the Meeting as directors of the Company for the ensuing year. **The persons designated in the enclosed Form of Proxy, unless instructed otherwise, intend to vote FOR the election to the Board of the nominees listed below.** Management does not contemplate that any of the nominees will be unable to serve as a director but, if that should occur for any reason prior to the Meeting, the persons designated in the enclosed form of proxy reserve the right to vote for other nominees in their discretion.

Pursuant to the Advance Notice Policy, as adopted by the directors of the Company on June 4, 2016, any additional director nominations for the Meeting must have been received by the Company in compliance with the Advance Notice Policy no later than the close of business on June 21, 2016. As no such nominations were received by the Company prior to such date, management’s nominees for election as directors set forth below shall be the only nominees eligible to stand for election at the Meeting.

The following table sets out the names of management’s nominees for election as directors; all offices in the Company each nominee now holds; each nominee’s principal occupation, business or employment; 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 nominee, directly or indirectly, or over which each nominee exercised control or direction, as at the Record Date.

Name, Municipality of Residence and Position Held	Principal Occupation for the Past Five Years	Director of the Company Since	Common Shares Beneficially Owned or Controlled, Directly or Indirectly
<b>Shafin Diamond Tejani</b> British Columbia, Canada  <i>Chief Executive Officer, President and Director</i>	2008 – present: Chief Executive Officer/Founder, Victory Square Labs Inc.	August 31, 2015	7,989,209 <sup>(1)</sup>
<b>Sheri Rempel</b> <sup>(2)</sup> British Columbia, Canada  <i>Chief Financial Officer and Director</i>	2006 – present: Principal, CTB Consulting Inc. 2013 – present: Chief Financial Officer, Serengeti Resources Inc. 2015 – present: Director, Norsemont Mining Inc. 2015 – present: Chief Financial Officer/Director, NU2U Resources Corp. 2016 – present: Chief Financial Officer, BCGold Corp.	February 11, 2015	7,500
<b>Thomas Mayenknecht</b> <sup>(2)</sup> British Columbia, Canada  <i>Director</i>	2006 – present: Principal, Emblematica Brand Builders 2008 – present: Founder and Host, The Sport Market (TSN Radio)	September 15, 2015	127,487
<b>Peter Smyrniotis</b> <sup>(2)</sup> British Columbia, Canada  <i>Director</i>	2009 – present: Sales Director - Western Canada, ARP Technologies Inc. 2014 – present: Technology Advisor, Hillcore Group 2014 – present: The Mechanic, Victory Square Labs Inc. 2014 – present: Strategic Growth & Commercialization Advisor, Spark CRM 2015 – present: Associate Partner, GlobalOne Sciences	September 15, 2015	127,487
<b>Howard Blank</b> British Columbia, Canada  <i>Director</i>	1988 – present: Chief Executive Officer, Point Blank Entertainment Ltd. 2004 – 2014: Vice President – Corporate Communications, Entertainment & Responsible Gaming, Great Canadian Gaming Corporation 2016 – present: Director, Backstageplay Inc.	N/A	nil

(1) Victory Square Labs Inc., a company which Shafin Diamond Tejani controls, holds 7,989,209 common shares of the Company.

(2) Member of Audit Committee

#### Cease Trade Orders, Bankruptcies, Penalties or Sanctions

To the knowledge of the Company, other than as disclosed below, no proposed director:

- (a) is, as at the date of this Circular, or has been, within 10 years before the date of this Circular, a director, chief executive officer or chief financial officer of any company (including the Company) that,
  - (i) was subject to an order that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or
  - (ii) was subject to an order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer;

- (b) is, as at the date of this Circular, or has been within 10 years before the date of this Information Circular, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets;
- (c) has, within the 10 years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director;
- (d) has been 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) has been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

On March 18, 2010, Thomas Mayenknecht declared a personal bankruptcy under the Bankruptcy and Insolvency Act. On December 28, 2010, Mr. Mayenknecht was discharged and released of his debts as a first-time bankrupt.

No proposed director is to be elected under any arrangement or understanding between the proposed director and any other person or company, except the directors and executive officers of the Company acting solely in such capacity.

### **3. Appointment of Auditors**

Shareholders of the Company will be asked to vote for the appointment of MNP LLP of Vancouver, British Columbia, as the Company's auditors, to hold office until the next annual general meeting of shareholders, at a remuneration to be fixed by the directors. MNP LLP has served as auditors of the Company since August 15, 2015.

**In the absence of instructions to the contrary, the shares represented by proxy will be voted FOR the appointment of MNP LLP as auditor of the Company for the ensuing year, at a remuneration to be fixed by the Board of Directors.**

### **4. Stock Option Plan**

The Company is seeking approval of its "rolling" stock option plan (the "**Stock Option Plan**"), whereby 10% of the number of issued and outstanding shares of the Company at any given time may be reserved for issuance pursuant to the exercise of options. The Board of Directors of the Company adopted the Stock Option Plan on May 9, 2016, and shareholders will be asked at the Meeting to consider and, if thought fit, approve an ordinary resolution ratifying and approving the Stock Option Plan.

The Stock Option Plan was established to attract and retain directors, officers, employees and consultants and to motivate them to advance the interests of the Company by affording them with the opportunity to acquire an equity interest in the Company through options granted under the Stock Option Plan to purchase common shares of the Company. The intention of management in proposing the Stock Option Plan is to increase the proprietary interest of such persons in the Company and, thereby, aid the Company in attracting, retaining and encouraging the continued involvement of such persons with the Company.

The Stock Option Plan provides for a floating maximum limit of 10% of the outstanding common shares, as permitted by the policies of the CSE. As of the date of this Circular, the Company was eligible to grant up to 4,150,375 options under its Stock Option Plan and there are presently no options outstanding and 4,150,375 reserved and available for issuance. Incentive stock options to be issued in the future will be subject to the terms and conditions of the Stock Option Plan.

The Stock Option Plan contains provisions such that:

- (a) the term of an option cannot exceed ten (10) years from the date of grant;
- (b) no more than 5% of the issued and outstanding shares of the Issuer may be granted to any one individual in any 12 month period;
- (c) no more than 4% of the issued and outstanding shares of the Issuer may be granted to any one consultant in any 12 month period;
- (d) no more than 1% of the issued and outstanding shares of the Issuer may be granted to any one person conducting investor relations activities in any 12 month period;
- (e) options will vest at the discretion of the Issuer's directors;
- (f) options are non-assignable and non-transferable, except as provided for in the event of a death of an optionee;
- (g) the period in which an optionee's heirs or administrators can exercise any portion of outstanding options must not exceed 12 months from the optionee's death;
- (h) option grants are limited to bona fide directors, officers, employees or consultants, or corporations wholly owned by such directors, officers, employees or consultants, as the case may be; and
- (i) vested options terminate 90 days subsequent to any director, officer, employee or consultant ceasing to be engaged by the Issuer for any reason other than death; and
- (j) vested options terminate 30 days subsequent to any optionee engaged in investor relations activities ceasing to be engaged by the Issuer.

The Stock Option Plan is administered by the Company's Board of Directors, which, subject to the limitations of the Stock Option Plan, has the authority to:

- (a) grant options to purchase common shares to eligible persons;
- (b) determine the terms, limitations, restrictions and conditions respecting such grants;
- (c) interpret the Stock Option Plan and adopt, amend and rescind such administrative guidelines and other rules and regulations relating to the Stock Option Plan as it shall from time to time deem advisable; and
- (d) make all other determinations and take all other actions in connection with the implementation and administration of the Stock Option Plan including, without limitation, for the purpose of ensuring compliance with securities laws and CSE policies, as it may deem necessary or advisable.

Pursuant to the Stock Option Plan and subject to a minimum price of \$0.10 per common share, the exercise price of an option is set by the Board of Directors and cannot be less than the closing market price of the common shares on the trading day immediately preceding the date of grant of the option, less any applicable discount allowed by the CSE.

In addition, the Stock Option Plan contains provisions for changes in options pursuant to, among other corporate actions, any share consolidation or subdivision, stock dividend, take-over bid, or change of control.

The full text of the existing Stock Option Plan is attached hereto as Schedule "B".

**Management of the Company recommends that shareholders vote in favour of ratifying and approving the Stock Option Plan, and the persons named in the enclosed form of proxy intend to vote FOR ratification and approval of the Stock Option Plan at the Meeting, unless otherwise directed by the shareholders appointing them.**

## **5. Advance Notice Provisions**

### *Introduction*

The directors of the Company are proposing that the Articles of the Company be altered to include advance notice provisions (the "Advance Notice Provisions"), intended to: (i) facilitate an orderly and efficient annual general or, where the need arises, special, meeting; (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 having been afforded reasonable time for appropriate deliberation.

### *Purpose of the Advance Notice Provisions*

The purpose of the Advance Notice Provisions is to provide shareholders, directors and management of the Company with a clear framework for nominating directors. The Advance Notice Provisions fixes 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 in order for any director nominee to be eligible for election at any annual or special meeting of shareholders.

### *Effect of the Advance Notice Provisions*

Subject only to the *Business Corporations Act* (British Columbia) ("BCA") and the Advance Notice Provisions incorporated into the Company's Articles, 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, if one of the purposes for which the special meeting was called was the election of directors.

In order to be eligible for election to the Board at any annual meeting or special meeting of shareholders, persons must be nominated in accordance with one of the following procedures:

- (a) by or at the direction of the Board, including pursuant to a notice of meeting;
- (b) by or at the direction or request of one or more shareholders pursuant to a valid proposal made in accordance the provisions of the BCA, or a requisition of the shareholders made in accordance with the BCA; 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 for in the Advance Notice Provisions 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 Provisions.

In addition to any other applicable requirements, for a nomination to be made by a Nominating Shareholder, the Nominating Shareholder must have given (a) 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 Advance Notice Provisions and (b) the representation and agreement with respect to each candidate for nomination as required by, and within the time period specified in this Advance Notice Provisions.

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 50 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, or the reconvening of any adjourned or postponed meeting of shareholders 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.

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 and employment history for the past five years of the person;
  - (iii) the citizenship of such person;
  - (iv) a personal information form in the form prescribed by the appropriate securities exchange;
  - (v) 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;
  - (vi) 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;
  - (vii) confirmation that such person is not prohibited or disqualified from acting as a director; and
  - (viii) 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 BCA and Applicable Securities Laws (as defined below); and
- (b) as to the Nominating Shareholder giving the notice:

- (i) 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 BCA and Applicable Securities Laws (as defined below); and
- (ii) 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.

The Company may require any proposed nominee to furnish such other information as may reasonably be required by the Company to determine the eligibility of such proposed nominee to serve as a director of the Company or that could be material to a reasonable shareholder's understanding of the independence, or lack thereof, or such proposed nominee.

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 Provisions 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).

No person shall be eligible for election as a director of the Company unless nominated in accordance with the provisions of the Advance Notice Provisions; provided, however, that nothing in the Advance Notice Provisions shall be deemed to preclude discussion by a shareholder (as distinct from nominating directors) at a meeting of shareholders of any matter that is properly before such meeting pursuant to the BCA or at the discretion of the chair of the meeting. 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.

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

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 this Advance Notice Provisions or the delivery of a representation and agreement as described in this Advance Notice Provisions.

#### *Shareholder Confirmation*

In order to implement the Advance Notice Provisions, the shareholders of the company will be asked to consider and, if thought fit, pass an ordinary resolution, requiring a simple majority of the votes cast in person or represented by proxy at the Meeting by the shareholders of the Company, to amend the Company's Articles. The full text of the resolutions and the proposed alteration to the Company's Articles to include the Advance Notice Provisions is attached to this Circular as Schedule "C".

If the Advance Notice Provisions Resolutions are passed, the amendment to the Articles will become effective on the date and time that the resolution is received for deposit at the Company's records office, which the Company anticipates will be immediately after the Meeting.

**Management of the Company recommends that shareholders vote in favour of ratifying, confirming and approving the Advance Notice Provisions, and the persons named in the enclosed form of proxy intend to vote FOR the alteration of the Company's Articles unless otherwise directed by the shareholders appointing them.**

#### **6. Other Business**

The Company will consider and transact such other business as may properly come before the Meeting or any adjournment or adjournments thereof. Management of the Company knows of no other matters to come before the Meeting other than those referred to in the Notice of Meeting. Should any other matters properly come before the Meeting the common shares represented by the proxies solicited hereby will be voted on such matter in accordance with the best judgement of the persons voting by proxy.

#### **BOARD APPROVAL**

The contents of this Circular have been approved and its mailing has been authorized by the Board of Directors of the Company, pursuant to resolutions passed as of June 21, 2016.

#### **ADDITIONAL INFORMATION**

Financial information concerning the Company is provided in its comparative financial statements and management's discussion and analysis ("**MD&A**") for the most recently completed financial year ended December 31, 2015, which, as well as additional information relating to the Company may be found under the Company's profile on the System for Electronic Document Analysis and Retrieval (SEDAR) website at [www.sedar.com](http://www.sedar.com).

Shareholders may contact the Company to request copies of the Company's financial statements and MD&A at its main telephone number at (604) 283-9166 or as follows:

Attention: Ms. Sheri Rempel, Chief Financial Officer  
**Fantasy 6 Sports Inc.**  
Suite 300, 128 West Hastings Street  
Vancouver, BC V6B 1G8

## SCHEDULE "A"

### FANTASY 6 SPORTS INC. (the "Company")

#### AUDIT COMMITTEE CHARTER

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

#### 1. Composition

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

#### 2. Meetings

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

#### 3. Roles and Responsibilities

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

## External Auditor

The Audit Committee will:

- (a) *Selection of the external auditor.* Select, evaluate and recommend to the Board, for shareholder approval, the Auditor to examine the Company's accounts, controls and financial statements.
- (b) *Scope of Work.* Evaluate, prior to the annual audit by the Auditors, the scope and general extent of the Auditor's review, including the Auditor's engagement letter.
- (c) *Compensation.* Recommend to the Board the compensation to be paid to the external auditors.
- (d) *Replacement of Auditor.* If necessary, recommend the replacement of the Auditor to the Board of Directors.
- (e) *Approve Non-Audit Related Services.* Pre-approve all non-audit services to be provided by the Auditor to the Company or its subsidiaries.
- (f) *Responsibility for Oversight.* Must directly oversee the work of the Auditor. The Auditor must report directly to the Audit Committee.
- (g) *Resolution of Disputes.* Assist with resolving any disputes between the Company's management and the Auditors regarding financial reporting.

## Consolidated Financial Statements and Financial Information

The Audit Committee will:

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

## Risk Management, Internal Controls and Information Systems

The Audit Committee will:

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

#### Complaints

- (a) *Accounting, Auditing and Internal Control Complaints.* The Audit Committee must establish a procedure for the receipt, retention and treatment of complaints received by the Company regarding accounting, internal controls or auditing matters.
- (b) *Employee Complaints.* The Audit Committee must establish a procedure for the confidential transmittal on condition of anonymity by the Company's employees of concerns regarding questionable accounting or auditing matters.

#### **4. Authority**

- (a) *Auditor.* The Auditor, and any internal auditors hired by the company, will report directly to the Audit Committee.
- (b) *Independent Advisors.* The Audit Committee may, at the Company's expense and without the approval of management, retain the services of independent legal counsels and any other advisors it deems necessary to carry out its duties and set and pay the monetary compensation of these individuals.

#### **5. Reporting**

The Audit Committee will report to the Board on:

- (a) the Auditor's independence;
- (b) the performance of the Auditor and any recommendations of the Audit Committee in relation thereto;

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

## SCHEDULE "B"

### FANTASY 6 SPORTS INC.

#### INCENTIVE STOCK OPTION PLAN

Dated for Reference May 9, 2016

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#### PART 1 INTERPRETATION

- 1.1 Definitions. In this Plan, the following words and phrases shall have the following meanings:
- (a) **"Affiliate"** means a company that is a parent or subsidiary of the Company, or that is controlled by the same person as the Company;
  - (b) **"Board"** means the board of directors of the Company and includes any committee of directors appointed by the directors as contemplated by Section 3.1;
  - (c) **"Change of Control"** means the acquisition by any person or by any person and a Joint Actor, whether directly or indirectly, of voting securities of the Company, which, when added to all other voting securities of the Company at the time held by such person or by such person and a Joint Actor, totals for the first time not less than 50% of the outstanding voting securities of the Company or the votes attached to those securities are sufficient, if exercised, to elect a majority of the Board;
  - (d) **"Company"** means Fantasy 6 Sports Inc.;
  - (e) **"Consultant"** means an individual or Consultant Company, other than an Employee, Director or Officer, that:
    - (i) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Company or to an Affiliate, other than services provided in relation to a distribution of securities;
    - (ii) provides such services under a written contract between the Company or an Affiliate;
    - (iii) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the affairs and business of the Company or an Affiliate; and
    - (iv) has a relationship with the Company or an Affiliate that enables the individual to be knowledgeable about the business and affairs of the Company;
  - (f) **"Consultant Company"** means for an individual Consultant, a company or partnership of which the individual is an employee, shareholder or partner;
  - (g) **"CSE"** means the Canadian Securities Exchange;
  - (h) **"Director"** means a director of the Company or a Subsidiary;

- (i) **“Eligible Person”** means a bona fide Director, Officer, Employee or Consultant, or a corporation wholly owned by such Director, Officer, Employee or Consultant;
- (j) **“Employee”** means:
  - (i) an individual who is considered an employee of the Company or a Subsidiary under the Income Tax Act (and 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 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 a 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;
- (k) **“Exchange”** means the CSE or any other stock exchange on which the Shares are listed for trading;
- (l) **“Exchange Policies”** means the policies, bylaws, rules and regulations of the Exchange governing the granting of options by the Company, as amended from time to time;
- (m) **“Expiry Date”** means a date not later than ten (10) years from the date of grant of an option;
- (n) **“Income Tax Act”** means the Income Tax Act (Canada), as amended from time to time;
- (o) **“Insider”** has the meaning ascribed thereto in the Securities Act;
- (p) **“Investor Relations Activities”** means any activities, by or on behalf of the Company or a shareholder of the Company, that promote or reasonably could be expected to promote the purchase or sale of securities of the Company, but does not include:
  - (i) the dissemination of information provided, or records prepared, in the ordinary course of business of the Company
    - (A) to promote the sale of products or services of the Company, or
    - (B) to raise public awareness of the Company,

that cannot reasonably be considered to promote the purchase or sale of securities of the Company;
  - (ii) activities or communications necessary to comply with the requirements of
    - (A) applicable Securities Laws,
    - (B) the Exchange, or

- (C) the bylaws, rules or other regulatory instruments of any self-regulatory body or exchange having jurisdiction over the Company;
  - (iii) communications by a publisher of, or writer for, a newspaper, magazine or business or financial publication, that is of general and regular paid circulation, distributed only to subscribers to it for value or to purchasers of it, if
    - (A) the communication is only through such newspaper, magazine or publication, and
    - (B) the publisher or writer receives no commission or other consideration other than for acting in the capacity of publisher or writer; or
  - (iv) activities or communications that may be otherwise specified by the Exchange;
  - (q) **“Joint Actor”** means a person acting jointly or in concert with another person;
  - (r) **“Optionee”** means the recipient of an option under this Plan;
  - (s) **“Officer”** means any senior officer of the Company or a Subsidiary;
  - (t) **“Plan”** means this incentive stock option plan, as amended from time to time;
  - (u) **“Securities Act”** means the Securities Act (British Columbia), as amended from time to time;
  - (v) **“Securities Laws”** means the acts, policies, bylaws, rules and regulations of the securities commissions governing the granting of options by the Company, as amended from time to time;
  - (w) **“Shares”** means the common shares of the Company without par value; and
  - (x) **“Subsidiary”** has the meaning ascribed thereto in the Securities Act.
- 1.2 Governing Law. The validity and construction of this Plan shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
- 1.3 Gender. Throughout this Plan, whenever the singular or masculine or neuter is used, the same shall be construed as meaning the plural or feminine or body politic or corporate, and vice-versa as the context or reference may require.

## **PART 2 PURPOSE**

- 2.1 Purpose. The purpose of this Plan is to attract and retain Directors, Officers, Employees and Consultants and to motivate them to advance the interests of the Company by affording them with the opportunity to acquire an equity interest in the Company through options granted under this Plan to purchase Shares.

**PART 3**  
**GRANTING OF OPTIONS**

- 3.1 Administration. This Plan shall be administered by the Board or, if the Board so elects, by a committee (which may consist of only one person) appointed by the Board from its members.
- 3.2 Committee's Recommendations. The Board may accept all or any part of any recommendations of any committee appointed under Section 3.1 or may refer all or any part thereof back to such committee for further consideration and recommendation.
- 3.3 Board Authority. Subject to the limitations of this Plan, the Board shall have the authority to:
- (a) grant options to purchase Shares to Eligible Persons;
  - (b) determine the terms, limitations, restrictions and conditions respecting such grants;
  - (c) interpret this Plan and adopt, amend and rescind such administrative guidelines and other rules and regulations relating to this Plan as it shall from time to time deem advisable; and
  - (d) make all other determinations and take all other actions in connection with the implementation and administration of this Plan including, without limitation, for the purpose of ensuring compliance with Section 7.1, as it may deem necessary or advisable.
- 3.4 Grant of Option. A resolution of the Board shall specify the number of Shares that shall be placed under option to each Eligible Person; the exercise price to be paid for such Shares upon the exercise of such option; any applicable hold period; and the period, including any applicable vesting periods required by Exchange Policies or by the Board, during which such option may be exercised.
- 3.5 Written Agreement. Every option granted under this Plan shall be evidenced by a written agreement between the Company and the Optionee substantially in the form attached hereto as Schedule "A", containing such terms and conditions as are required by Exchange Policies and applicable Securities Laws, and, where not expressly set out in the agreement, the provisions of such agreement shall conform to and be governed by this Plan. In the event of any inconsistency between the terms of the agreement and this Plan, the terms of this Plan shall govern.
- 3.6 Withholding Taxes. If the Company is required under the Income Tax Act or any other applicable law to make source deductions in respect of Employee stock option benefits and to remit to the applicable governmental authority an amount on account of tax on the value of the taxable benefit associated with the issuance of any Shares upon the exercise of options, then any Optionee who is deemed an Employee shall:
- (a) pay to the Company, in addition to the exercise price for such options, the amount necessary to satisfy the required tax remittance as is reasonably determined by the Company;
  - (b) authorize the Company, on behalf of the Optionee, to sell in the market on such terms and at such time or times as the Company determines a portion of the Shares issued

upon the exercise of such options to realize proceeds to be used to satisfy the required tax remittance; or,

- (c) make other arrangements acceptable to the Company to satisfy the required tax remittance.

#### **PART 4 RESERVE OF SHARES**

- 4.1 Sufficient Authorized Shares to be Reserved. A sufficient number of Shares shall be reserved by the Board to permit the exercise of any options granted under this Plan. Shares that were the subject of any option that has lapsed or terminated shall thereupon no longer be in reserve and may once again be subject to an option granted under this Plan.
- 4.2 Maximum Number of Shares Reserved. Unless authorized by the shareholders of the Company, this Plan, together with all of the Company's other previously established or proposed stock options, stock option plans, employee stock purchase plans or any other compensation or incentive mechanisms involving the issuance or potential issuance of Shares, shall not result, at any time, in the number of Shares reserved for issuance pursuant to options exceeding 10% of the issued and outstanding Shares as at the date of grant of any option under this Plan.
- 4.3 Limits with Respect to Individuals. The aggregate number of Shares subject to an option that may be granted to any one individual in any 12 month period under this Plan shall not exceed 5% of the issued and outstanding Shares determined at the time of such grant.
- 4.4 Limits with Respect to Consultants. The aggregate number of Shares subject to an option that may be granted to any one Consultant in any 12 month period under this Plan shall not exceed 4% of the issued and outstanding Shares determined at the time of such grant.
- 4.5 Limits with Respect to Investor Relations Activities. The aggregate number of Shares subject to an option that may be granted to any one person conducting Investor Relations Activities in any 12 month period under this Plan shall not exceed 1% of the issued and outstanding Shares determined at the time of such grant.

#### **PART 5 CONDITIONS GOVERNING THE GRANTING AND EXERCISING OF OPTIONS**

- 5.1 Exercise Price. Subject to a minimum price of \$0.10 per Share and Section 5.2, the exercise price of an option may not be less than the closing market price of the Shares on the trading day immediately preceding the date of grant of the option, less any applicable discount allowed by the Exchange.
- 5.2 Exercise Price if Distribution. If any options are granted within 90 days of a public distribution by prospectus, then the minimum exercise price shall be the greater of that specified in Section 5.1 and the price per share paid by the investors for Shares acquired under the public distribution. The 90 day period shall commence on the date the Company is issued a final receipt for the prospectus.
- 5.3 Expiry Date. Each option shall, unless sooner terminated, expire on a date to be determined by the Board which shall not be later than the Expiry Date.

- 5.4 Different Exercise Periods, Prices and Number. The Board may, in its absolute discretion, upon granting an option under this Plan and subject to the provisions of Section 5.3, specify a particular time period or periods following the date of granting such option during which the Optionee may exercise the option and may designate the exercise price and the number of Shares in respect of which such Optionee may exercise the option during each such time period.
- 5.5 Termination of Employment. If a Director, Officer, Employee or Consultant ceases to be so engaged by the Company for any reason other than death, such Director, Officer, Employee or Consultant shall have the right to exercise any vested option granted to him under this Plan and not exercised prior to such termination within a period of 90 days after the date of termination, or such shorter period as may be set out in the Optionee's written agreement.
- 5.6 Termination of Investor Relations Activities. If an Optionee who is engaged in Investor Relations Activities ceases to be so engaged by the Company, such Optionee shall have the right to exercise any vested option granted to the Optionee under this Plan and not exercised prior to such termination within a period of 30 days after the date of termination, or such shorter period as may be set out in the Optionee's written agreement.
- 5.7 Death of Optionee. If an Optionee dies prior to the expiry of an option, his heirs or administrators may within 12 months from the date of the Optionee's death exercise that portion of an option granted to the Optionee under this Plan which remains vested and outstanding.
- 5.8 Assignment. No option granted under this Plan or any right thereunder or in respect thereof shall be transferable or assignable otherwise than as provided for in Section 5.7.
- 5.9 Notice. Options shall be exercised only in accordance with the terms and conditions of the written agreements under which they are granted and shall be exercisable only by notice in writing to the Company substantially in the form attached hereto as Schedule "B".
- 5.10 Payment. Options may be exercised in whole or in part at any time prior to their lapse or termination. Shares purchased by an Optionee upon the exercise of an option shall be paid for in full in cash at the time of their purchase.

## **PART 6 CHANGES IN OPTIONS**

- 6.1 Share Consolidation or Subdivision. In the event that the Shares are at any time subdivided or consolidated, the number of Shares reserved for option and the price payable for any Shares that are then subject to option shall be adjusted accordingly.
- 6.2 Stock Dividend. In the event that the Shares are at any time changed as a result of the declaration of a stock dividend thereon, the number of Shares reserved for option and the price payable for any Shares that are then subject to option may be adjusted by the Board to such extent as it deems proper in its absolute discretion.
- 6.3 Effect of a Take-Over Bid. If a bona fide offer to purchase Shares (an "Offer") is made to an Optionee or to shareholders of the Company generally or to a class of shareholders which includes the Optionee, which Offer, if accepted in whole or in part, would result in the offeror

becoming a control person of the Company, within the meaning of Section 1(1) of the Securities Act, the Company shall, upon receipt of notice of the Offer, notify each Optionee of full particulars of the Offer, whereupon all Shares subject to option (the "Option Shares") shall become vested and such option may be exercised in whole or in part by such Optionee so as to permit the Optionee to tender the Option Shares received upon such exercise pursuant to the Offer. However, if:

- (a) the Offer is not completed within the time specified therein including any extensions thereof; or
- (b) all of the Option Shares tendered by the Optionee pursuant to the Offer are not taken up or paid for by the offeror in respect thereof,

then the Option Shares received upon such exercise, or in the case of clause (b) above, the Option Shares that are not taken up and paid for, may be returned by the Optionee to the Company and reinstated as authorized but unissued Shares and with respect to such returned Option Shares, the option shall be reinstated as if it had not been exercised and the terms upon which such Option Shares were to become vested pursuant to Section 3.4 shall be reinstated. If any Option Shares are returned to the Company under this Section 6.3, the Company shall immediately refund the exercise price to the Optionee for such Option Shares.

- 6.4 Acceleration of Expiry Date. If, at any time when an option granted under this Plan remains unexercised with respect to any unissued Option Shares, an Offer is made by an offeror, the Board may, upon notifying each Optionee of full particulars of the Offer, declare all Option Shares issuable upon the exercise of options granted under this Plan vested, and declare that the Expiry Date for the exercise of all unexercised options granted under this Plan is accelerated so that all options shall either be exercised or shall expire prior to the date upon which Shares must be tendered pursuant to the Offer.
- 6.5 Effect of a Change of Control. If a Change of Control occurs, all outstanding options shall become vested, whereupon such options may be exercised in whole or in part by the applicable Optionee.
- 6.6 Other Stock Exchange Listing. In the event that the Company applies or intends to apply for listing on a stock exchange other than the CSE and, based on the policies and requirements of the other stock exchange, the Company believes that any or all options granted hereunder will not be accepted or approved by the other stock exchange, then the Company may, in its sole discretion, immediately cancel any or all options that remain outstanding to meet the listing requirements of the other stock exchange. If the Company cancels any such options pursuant to this Section 6.6, then no compensation will be owed by the Company to the applicable Optionee.
- 6.7 Approval and Cancellation. In the event that approval from the CSE or other stock exchange, as applicable, is not received for the grant of any options hereunder, each Optionee agrees that the Company may immediately cancel any or all such options that remain outstanding. If the Company cancels any of such options pursuant to this Section 6.7, then no compensation shall be owed by the Company to the applicable Optionee.

**PART 7**  
**SECURITIES LAWS AND EXCHANGE POLICIES**

- 7.1 Securities Laws and Exchange Policies Apply. This Plan and the granting and exercise of any options hereunder are also subject to such other terms and conditions as are set out from time to time in applicable Securities Laws and Exchange Policies and such terms and conditions shall be deemed to be incorporated into and become a part of this Plan. In the event of an inconsistency between such terms and conditions and this Plan, such terms and conditions shall govern. In the event that the Shares are listed on a new stock exchange, in addition to the terms and conditions set out from time to time in applicable Securities Laws, the granting or cancellation of options shall be governed by the terms and conditions set out from time to time in the policies, bylaws, rules and regulations of the new stock exchange and unless inconsistent with the terms of this Plan, the Company shall be able to grant or cancel options pursuant to the policies, bylaws, rules and regulations of such new stock exchange without requiring shareholder approval.

**PART 8**  
**AMENDMENT**

- 8.1 Board May Amend. The Board may, by resolution, amend or terminate this Plan, but no such amendment or termination shall, except with the written consent of the Optionees concerned, affect the terms and conditions of options previously granted under this Plan which have not then lapsed, terminated or been exercised.
- 8.2 Exchange Approval. Any amendment to this Plan or options granted pursuant to this Plan shall not become effective until such Exchange and shareholder approval as is required by Exchange Policies and applicable Securities Laws has been received.
- 8.3 Amendment to Insider's Options. Any amendment to options held by Insiders which results in a reduction in the exercise price of the options at the time of the amendment shall be conditional upon obtaining disinterested shareholder approval for that amendment.

**PART 9**  
**EFFECT OF PLAN ON OTHER COMPENSATION OPTIONS**

- 9.1 Other Options Not Affected. This Plan is in addition to any other existing stock options granted prior to and outstanding as at the date of this Plan and shall not in any way affect the policies or decisions of the Board in relation to the remuneration of Directors, Officers, Employees and Consultants.

**PART 10**  
**OPTIONEE'S RIGHTS AS A SHAREHOLDER**

- 10.1 No Rights Until Option Exercised. An Optionee shall be entitled to the rights pertaining to share ownership, such as to dividends, only with respect to Shares that have been fully paid for and issued to the Optionee upon the exercise of an option.

**PART 11**  
**EFFECTIVE DATE OF PLAN**

- 11.1 Effective Date. This Plan shall become effective upon its approval by the Board.

## SCHEDULE "C"

### FANTASY 6 SPORTS INC.

#### Alteration of Articles to Include Advance Notice Provisions - Nomination of Directors -

WHEREAS the Company wishes to amend its Articles to add certain provisions to provide shareholders, directors and management of the Company with direction on the procedure for shareholder nomination of directors and to provide a framework under which a deadline is fixed by which holders of record of common shares of the Company must submit written director nominations to the Company prior to any annual or special meeting of shareholders and to set forth the information that a shareholder must include in the written nomination notice to the Company in order for that notice to be in proper written form.

#### **NOW, THEREFORE, BE IT RESOLVED BY SPECIAL RESOLUTION THAT:**

1. The existing Articles of the Company are hereby altered and amended by inserting as Article 14.12, the Advance Notice Provisions;
2. The Board of Directors of the Company be and are authorized to make any amendments to the Advance Notice Provisions as may be required by regulatory authorities, without further approval of the shareholders of the Company, in order to ensure regulatory compliance of the Advance Notice Provisions; and
3. Any one director or officer of the Company be and is hereby authorized and directed to do all such acts things and to execute and deliver, under the corporate seal of the Company or otherwise, all such deeds, documents, instruments and assurances as in his or her opinion may be necessary or desirable to give effect to the foregoing resolution.

#### **14.12 Advance Notice of Nomination of Directors**

Subject only to the *Business Corporations 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, if one of the purposes for which the special meeting was called was the election of directors.

In order to be eligible for election to the board at any annual meeting or special meeting of shareholders, persons must be nominated in accordance with one of the following procedures:

- (a) by or at the direction of the board, including pursuant to a notice of meeting;
- (b) by or at the direction or request of one or more shareholders pursuant to a valid proposal made in accordance the provisions of the *Business Corporations Act*, or a requisition of the shareholders made in accordance with the *Business Corporations Act*; or
- (c) by any person (a "Nominating Shareholder"):
  - (b) who, at the close of business on the date of the giving of the notice provided for below in this Article 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

- (ii) who complies with the notice procedures set forth below in this Article 14.12.

In addition to any other applicable requirements, for a nomination to be made by a Nominating Shareholder, the Nominating Shareholder must have given (a) 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 Article 14.12 and (b) the representation and agreement with respect to each candidate for nomination as required by, and within the time period specified in this Article 14.12.

To be timely under this Article 14.12, 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 50 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 (10<sup>th</sup>) 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 (15<sup>th</sup>) 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, or the reconvening of any adjourned or postponed meeting of shareholders 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 any requirement in this Section 14.12.

To be in proper written form, a Nominating Shareholder's notice to the Corporate Secretary of the Company, under this Article 14.12, 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 and employment history for the past five years of the person;
  - (iii) the citizenship of such person;
  - (i) a personal information form in the form prescribed by the appropriate securities exchange;
  - (ii) 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;
  - (iii) 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;
  - (iv) confirmation that such person is not prohibited or disqualified from acting as a director; 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 *Business Corporations Act* and Applicable Securities Laws (as defined below); and

- (b) as to the Nominating Shareholder giving the notice:
  - (i) 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 BCA and Applicable Securities Laws (as defined below); and
  - (ii) 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.

The Company may require any proposed nominee to furnish such other information as may reasonably be required by the Company to determine the eligibility of such proposed nominee to serve as a director of the Company or that could be material to a reasonable shareholder's understanding of the independence, or lack thereof, or such proposed nominee.

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 Article 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).

No person shall be eligible for election as a director of the Company unless nominated in accordance with this Article 14.12; provided, however, that nothing in this Article 14.12 shall be deemed to preclude discussion by a shareholder (as distinct from nominating directors) at a meeting of shareholders of any matter that is properly before such meeting pursuant to the *Business Corporation Act* or at the discretion of the chair of the meeting. 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.

For purposes of this Article 14.12:

- (a) "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;
- (b) "Applicable Securities Laws" means the *Securities Act* (Ontario) 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;

- (c) “Associate”, when used to indicate a relationship with a specified person, shall mean (i) 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, (ii) any partner of that person, (iii) 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, (iv) a spouse of such specified person, (v) any person of either sex with whom such specified person is living in conjugal relationship outside marriage or (vi) any relative of such specified person or of a person mentioned in clauses (iv) or (v) of this definition if that relative has the same residence as the specified person;
- (d) “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 Corporation 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 Corporation 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;
- (e) “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;
- (f) “owned beneficially” or “owns beneficially” means, in connection with the ownership of shares in the capital of the Corporation by a person, (i) 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; (ii) 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; (iii) 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 (iii) 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 (iv) 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 Corporation or any of its securities; and

- (g) "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 Corporation or its agents under its profile on the System of Electronic Document Analysis and Retrieval at [www.sedar.com](http://www.sedar.com).

Notwithstanding any other provision of this Article 14.12, notice or any delivery given to the Corporate Secretary of the Company pursuant this Article 14.12 may only be given by personal delivery, facsimile transmission or by email (provided that the Corporate Secretary of the Corporation 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.

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 this Article 14.12 or the delivery of a representation and agreement as described in this Article 14.12.