



HALO COLLECTIVE INC.

**NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING
TO BE HELD ON JUNE 23, 2021
AND
MANAGEMENT INFORMATION CIRCULAR**

MAY 25, 2021

HALO COLLECTIVE INC.

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS (the "Notice")

NOTICE IS HEREBY GIVEN that an annual general and special meeting (the "**Meeting**") of the holders (the "**Shareholders**") of common shares (the "**Common Shares**") of Halo Collective Inc. (the "**Corporation**") will be held on Wednesday, June 23, 2021 at 11:00 a.m. (Toronto time). This year, to deal with the public health impact of COVID-19, the Corporation is conducting an online only shareholders' meeting.

Registered Shareholders (as defined in the accompanying information circular (the "**Information Circular**") under the heading "*Voting at the Meeting*") and duly appointed proxyholders can attend the Meeting online at <https://web.lumiagm.com/281325292> where they can participate, vote, or submit questions during the Meeting's live webcast.

The Meeting is being held for the following purposes:

- a) to receive the audited consolidated financial statements of the Corporation for the year ended December 31, 2020, together with the auditors' report thereon;
- b) to elect the directors of the Corporation for the ensuing year;
- c) to reappoint Davidson & Company LLP, Chartered Professional Accountants, as the auditors of the Corporation for the ensuing year and to authorize the board of directors of the Corporation (the "**Board**") to fix their remuneration and terms of engagement;
- d) to consider and, if deemed advisable, pass a special resolution, the full text of which is set out in the Information Circular, approving one or more amendments to the articles of the Corporation for one or more future consolidations of the Corporation's issued and outstanding Common Shares on the basis of consolidation ratios to be selected by the board of directors of the Corporation within a range between 10 pre-consolidation Common Shares for one (1) post-consolidation Common Share and 200 pre-consolidation Common Shares for one (1) post-consolidation Common Share, provided that, (A) the cumulative effect of the one or more consolidations shall not result in a consolidation ratio that exceeds 200 pre-consolidation Common Shares for one (1) post-consolidation Common Share, and (B) such consolidations occur prior to the earlier of the 12 month anniversary of the Meeting and the next annual meeting of Shareholders; if, and at such time(s) following the date of the Meeting, as may be determined by the board of directors of the Corporation in its sole discretion, as more particularly described in the Information Circular;
- e) to consider and, if deemed advisable, pass an ordinary resolution, the full text of which is set out in the Information Circular, renewing, for a further three years, all unallocated awards issuable pursuant to the Corporation's Equity Incentive Plan (as defined in the Information Circular); and
- f) to transact such further or other business as may properly come before the Meeting or any adjournment(s) or postponement(s) thereof.

The Information Circular provides additional information relating to each of the matters to be addressed at the Meeting. Shareholders are directed to read the Information Circular carefully and in full to evaluate the matters to be considered at the Meeting.

The record date for the determination of shareholders of the Corporation entitled to receive notice of and to vote at the Meeting or any adjournment(s) or postponement(s) thereof is May 13, 2021 (the "**Record Date**"). Shareholders of the Corporation whose names have been entered in the register of shareholders of the Corporation at the close of business on the Record Date will be entitled to receive notice of and to vote at the Meeting or any adjournment(s) or postponement(s) thereof.

If you are a Registered Shareholder and are unable to attend the Meeting or any adjournment(s) or postponement(s) thereof, please date, sign and return the accompanying form of proxy (the "**Proxy**") for use at the Meeting or any adjournment(s) or postponement(s) thereof in accordance with the instructions set forth in the Proxy and Information Circular. The Corporation's transfer agent recommends that shareholders vote in advance of the Meeting.

If you are a Non-Registered Beneficial Shareholder, a voting information form (also known as a VIF), instead of a form of proxy, may be enclosed. You must follow the instructions provided by your intermediary in order to vote your Common Shares. Non-registered beneficial Shareholders who have not duly appointed themselves as proxyholders will be able to attend the Meeting virtually as guests, but guests will not be able to vote at the Meeting.

DATED at Toronto, Ontario this 25th day of May, 2021.

BY ORDER OF THE BOARD

(signed) "*Kiran Sidhu*"

Chief Executive Officer and Director

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HALO COLLECTIVE INC.
("Halo" or the "Corporation")

MANAGEMENT INFORMATION CIRCULAR

This management information circular (the "**Information Circular**") is dated May 25, 2021 and is furnished in connection with the solicitation of proxies by and on behalf of the management of the Corporation ("**Management**") for use at the annual general and special meeting (the "**Meeting**") of shareholders of the Corporation (the "**Shareholders**") to be held virtually at <https://web.lumiagm.com/281325292> on Wednesday, June 23, 2021 at 11:00 a.m. (Toronto time) for the purposes set out in the notice of Meeting (the "**Notice**") accompanying this Information Circular.

All dollar amounts herein are expressed in United States dollars unless otherwise indicated.

GENERAL PROXY INFORMATION

Solicitation of Proxies

Solicitation of proxies for the Meeting will be primarily by mail, the cost of which will be borne by the Corporation. Proxies may also be solicited personally by employees of the Corporation at nominal cost to the Corporation. In some instances, the Corporation has distributed copies of the Notice, the Information Circular, and the accompanying form of proxy (the "**Proxy**", and collectively with the Notice and Information Circular, the "**Documents**") to clearing agencies, securities dealers, banks and trust companies, or their nominees (collectively "**Intermediaries**", and each an "**Intermediary**") for onward distribution to Shareholders whose common shares in the capital of the Corporation (the "**Common Shares**") are held by or in the custody of those Intermediaries ("**Non-registered Shareholders**"). The Intermediaries are required to forward the Documents to Non-registered Shareholders.

Solicitation of proxies from Non-registered Shareholders will be carried out by Intermediaries, or by the Corporation if the names and addresses of Non-registered Shareholders are provided by the Intermediaries.

Voting at the Meeting

A Registered Shareholder (as defined below), or a Non-registered Shareholder who has appointed themselves or a third party proxyholder to represent him, her or it at the Meeting, will appear on a list of Shareholders prepared by Odyssey Transfer Inc. ("**Odyssey**"). Each Registered Shareholder or proxyholder will be required to enter the control number or username provided by Odyssey at <https://web.lumiagm.com/281325292> (password: "halo2021") prior to the start of the Meeting to have his, her or its Common Shares voted at the Meeting. In order to vote, Non-registered Shareholders who appoint themselves as a proxyholder MUST register with Odyssey at Halo@odysseytrust.com after submitting their voting instruction form in order to receive a username (please see the information under "*Appointment of Proxyholders*" below for details).

Registered Shareholders and duly appointed proxyholders can attend the Meeting online by going to <https://web.lumiagm.com/281325292>.

Registered Shareholders and duly appointed proxyholders can participate in the Meeting by clicking "**I have a control number**" and entering a username and password before the start of the Meeting.

- Registered Shareholders – The 12-digit control number located on the Proxy or in the email notification received by such Shareholder is the username and the password is "halo2021" (case sensitive).
- Duly appointed proxyholders – Odyssey will provide the proxyholder with a control number after the voting deadline has passed. The password to the Meeting is "halo2021" (case sensitive).

Voting at the Meeting will only be available for Registered Shareholders and duly appointed proxyholders. Non-registered Shareholders who have not appointed themselves may attend the Meeting by clicking "**I am a guest**" and completing the online form.

Shareholders may appoint a third party proxyholder to represent them at the Meeting. Shareholders wishing to do so must submit their Proxy or voting instruction form (as applicable) prior to registering their proxyholder. Registering the proxyholder is an additional step once a Shareholder has submitted his, her or its Proxy/voting instruction form. Failure to register a duly appointed proxyholder will result in the proxyholder not receiving a username to participate in the Meeting. To register a proxyholder, shareholders MUST send an email to Halo@odysseytrust.com and provide Odyssey with their proxyholder's contact information, amount of shares appointed, name in which the shares are registered if they are a registered shareholder, or name of broker where the shares are held if a beneficial shareholder, so that Odyssey may provide the proxyholder with a Username via email.

It is important to be connected to the internet at all times during the Meeting in order to vote when balloting commences.

In order to participate online, Shareholders must have a valid 12-digit control number and proxyholders must have received an email from Odyssey containing a control number.

Non-registered Shareholders

Non-registered Shareholders who have received the Documents from their Intermediary should, other than as set out herein, follow the directions of their Intermediary with respect to the procedure to be followed for voting at the Meeting. Generally, Non-registered Shareholders will either:

- be provided with a form of proxy executed by the Intermediary but otherwise uncompleted. The Non-registered Shareholder may complete the proxy and return it directly to Odyssey; or
- be provided with a request for voting instructions. The Intermediary is required to send the Corporation an executed form of proxy completed in accordance with any voting instructions received by the Intermediary.

If you are a Non-registered Shareholder, and the Corporation or its agent has sent these materials directly to you, your name and address and information about your holdings of securities have been obtained from your Intermediary in accordance with applicable securities regulatory requirements. By choosing to send the Documents to you directly, the Corporation (and not your Intermediary) has assumed responsibility for

(i) delivering the Documents to you, and (ii) executing your proper voting instructions. Please return your voting instructions as specified in the request for voting instructions.

Participating in the Meeting

The Meeting will be hosted online by way of a live audiocast. Shareholders will not be able to attend the Meeting in person. A summary of the information Shareholders will need to attend the Meeting is provided below. The Meeting will begin at 11:00 a.m. (Toronto time) on Wednesday, June 23, 2021.

- Registered Shareholders that have a 12-digit control number, along with duly appointed proxyholders who were assigned a control number by Odyssey (see details under "*Appointment of Proxyholders*"), will be able to vote and submit questions during the Meeting. To do so, please go to <https://web.lumiagm.com/281325292> prior to the start of the Meeting to login. Click on "I have a control number" and enter your 12-digit control number or username along with the password "halo2021" (case sensitive). Non-Registered Shareholders who have not appointed themselves to vote at the Meeting may login as a guest by clicking on "I am a guest" and completing the online form. Guests will not be able to vote at the Meeting.
- United States Non-registered Shareholders: To attend and vote at the Meeting, you must first obtain a valid legal proxy from your Intermediary and then register in advance to attend the Meeting. Follow the instructions from your Intermediary included with these Meeting materials, or contact your Intermediary to request a legal proxy form. After first obtaining a valid legal proxy from your Intermediary, to then register to attend the Meeting, you must submit a copy of your legal proxy to Odyssey. Requests for registration should be directed to Odyssey Transfer Inc., Victoria Tower, Suite 702 - 67 Yonge St., Toronto ON M5E 1J8.
- Requests for registration must be labeled as "Legal Proxy" and be received no later than 11:00 a.m. (Toronto time) on June 21, 2021. You will receive a confirmation of your registration by email after your registration materials have been received. You may attend the Meeting and vote your Common Shares at <https://web.lumiagm.com/281325292> (password: "halo2021") during the Meeting. Any appointees must reach out to Odyssey in advance of the meeting (latest 48 hours before the meeting). They must complete the Request for Control Number form and email it to Halo@odysseytrust.com in advance of the meeting.
- Non-registered Shareholders who do not have a 12-digit control number or username will only be able to attend as a guest which allows such persons to listen to the Meeting, however, Non-registered Shareholders will not be able to vote or submit questions.
- If you are using a 12-digit control number to login to the Meeting and you accept the terms and conditions, you will be revoking any and all previously submitted proxies. However, in such a case, you will be provided the opportunity to vote by ballot on the matters put forth at the Meeting. If you DO NOT wish to revoke all previously submitted proxies, please log in as a guest.
- If you are eligible to vote at the Meeting, it is important that you are connected to the internet at all times during the Meeting in order to vote when balloting commences. It is your responsibility to ensure connectivity for the duration of the Meeting.

Appointment of Proxyholders

The persons named in the enclosed Proxy (the "**Management Designees**") are directors and/or officers of the Corporation. **SHAREHOLDERS HAVE THE RIGHT TO APPOINT A PERSON TO REPRESENT HIM, HER OR IT AT THE MEETING OTHER THAN THE PERSONS DESIGNATED IN THE PROXY INSTRUMENT** either by striking out the names of the persons designated in the Proxy and by inserting the name of the person or company to be appointed in the space provided in the Proxy or by completing another proper form of proxy.

Shareholders who wish to appoint a third party proxyholder to represent them at the Meeting **must submit their Proxy or voting instruction form (if applicable) prior to registering their proxyholder. Registering a proxyholder is an additional step once the Proxy or voting instruction form have been submitted. Failure to register the proxyholder will result in the proxyholder not receiving a username to participate in the Meeting.** To register a proxyholder, shareholders MUST send an email no later than 11:00 a.m. (Toronto time) on June 21, 2021 to Halo@odysseytrust.com and provide Odyssey with their proxyholder's contact information, amount of shares appointed, name in which the shares are registered if they are a registered shareholder, or name of broker where the shares are held if a beneficial shareholder, so that Odyssey may provide the proxyholder with a Username via email.

A Proxy can be submitted to Odyssey either in person, or by mail or courier, to Odyssey Transfer Inc., Victoria Tower, Suite 702 - 67 Yonge St., Toronto ON M5E 1J8. The Proxy must be deposited with Odyssey by no later than 11:00 a.m. (Toronto time) on June 21, 2021 or, if the Meeting is adjourned or postponed, at least 48 hours (excluding Saturdays, Sundays and statutory holidays in the Province of Ontario) before the beginning of any adjournment(s) or postponement(s) to the Meeting. If a Shareholder who has submitted a Proxy attends the Meeting and has accepted the terms and conditions when entering the Meeting, any votes cast by such Shareholder on a ballot will be counted and the submitted Proxy will be disregarded.

Without a control number, proxyholders will not be able to vote at the Meeting.

Revocation of Proxy

A Registered Shareholder who has given a proxy pursuant to this solicitation may revoke it at any time up to and including the last business day preceding the day of the Meeting or any adjournment(s) or postponement(s) thereof at which the proxy is to be used:

- (a) by an instrument in writing executed by the Shareholder or by his, her or its attorney authorized in writing and either delivered to the attention of the Corporate Secretary of the Corporation c/o Odyssey Transfer Inc., Victoria Tower, Suite 702 - 67 Yonge St., Toronto ON M5E 1J8;
- (b) by delivering written notice of such revocation to the chair of the Meeting prior to the commencement of the Meeting on the day of the Meeting or any adjournment(s) or postponement(s) thereof;
- (c) by attending the Meeting and voting the Common Shares; or
- (d) in any other manner permitted by law.

Non-registered Shareholders who wish to change their vote must contact their Intermediary to discuss their options well in advance of the Meeting.

Voting of Proxies and Discretion Thereof

Common Shares represented by properly executed proxies in favour of persons designated in the printed portion of the enclosed Proxy **WILL, UNLESS OTHERWISE INDICATED, BE VOTED FOR THE ELECTION OF DIRECTORS, FOR THE RE-APPOINTMENT OF DAVIDSON & COMPANY LLP, AS THE AUDITORS OF THE CORPORATION AND FOR THE AUTHORIZATION OF THE BOARD TO FIX THE AUDITORS' REMUNERATION AND TERMS OF ENGAGEMENT, FOR THE SHARE CONSOLIDATION RESOLUTION AND FOR THE EQUITY INCENTIVE PLAN RESOLUTION.** The Common Shares represented by the Proxy will be voted or withheld from voting in accordance with the instructions of the Shareholder on any ballot that may be called for and, if the Shareholder specifies a choice with respect to any matter to be acted upon, the Common Shares will be voted accordingly. The enclosed Proxy confers discretionary authority on the persons named therein with respect to amendments or variations to matters identified in the Notice or other matters which may properly come before the Meeting. At the date of this Information Circular, management knows of no such amendments, variations or other matters to come before the Meeting. However, if other matters properly come before the Meeting, it is the intention of the persons named in the enclosed Proxy to vote such proxy according to their best judgment.

VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF

The voting securities of the Corporation consist of an unlimited number of common shares (the "**Common Shares**") and convertible class B restricted voting shares (the "**Restricted Voting Shares**"). As of the Record Date, the Corporation had issued and outstanding 1,958,666,754 Common Shares and Nil Restricted Voting Shares.

The Restricted Voting Shares are "restricted securities" within the meaning of such term under applicable Canadian securities laws. As of the Record Date, the Restricted Voting Shares represent 0.00% of voting rights attached to outstanding securities of the Corporation and the Common Shares represent 100% of voting rights attached to outstanding securities of the Corporation. The rights and restrictions attached to each class of outstanding securities of the Corporation are as follows:

Common Shares

Holders of the Common Shares are entitled to notice of and to attend at any meeting of the Shareholders of the Corporation, except a meeting of which only holders of another particular class or series of shares of the Corporation have the right to vote. At each such meeting holders of the Common Shares are entitled to one vote in respect of each Common Share held. Holders of Common Shares are entitled to receive, as and when declared by the directors of the Corporation, dividends in cash or property of the Corporation. In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or in the event of any other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holders of Common Shares are, subject to the prior rights of the holders of any shares of the Corporation ranking in priority to the Common Shares, entitled to participate rateably along with all other holders of Common Shares.

Restricted Voting Shares

The holders of Restricted Voting Shares are entitled to receive notice of and to attend and vote at all meetings of the Shareholders of Corporation and each holder of Restricted Voting Shares has the right to one vote for each Restricted Voting Share in person or by proxy at all meetings of the Shareholders of the

Corporation, except for the purpose of electing directors of the Corporation, in which case the holders of the Restricted Voting Shares are not entitled to vote.

The holders of the Restricted Voting Shares are entitled to receive such dividends as may be granted to holders of the Common Shares in any financial year as the Board may by resolution determine. All dividends which the Board may declare on the Common Shares and the Restricted Voting Shares shall be declared and paid in equal amounts per share on all Common Shares and Restricted Voting Shares at the time outstanding.

In the event of a liquidation event, the holders of the Restricted Voting Shares are entitled to participate rateably in equal amounts per share as the holders of the Common Shares, without preference or distinction, in the remaining property and assets of the Corporation.

Subject to certain exceptions set out in the articles of the Corporation, in the event an offer is made to all or substantially all of the holders of Common Shares to purchase Common Shares, the holder of each Restricted Voting Share may require the Corporation to redeem their Restricted Voting Shares at the applicable redemption price, which shall be the price at which the offer is made to the holders of the Common Shares.

In addition, subject to certain restrictions, each of the Restricted Voting Shares is convertible into one Common Share, without the payment of any additional consideration, at the option of the holder of the Restricted Voting Shares at any time after the three year anniversary of the date of issuance of such Restricted Voting Share, or in certain other circumstances, including the Corporation determining that it has ceased to be a Foreign Private Issuer.

Record Date & Principal Shareholders

The close of business on May 13, 2021 has been fixed as the record date (the "**Record Date**") for the determination of Shareholders entitled to receive notice of the Meeting and any adjournment(s) thereof. Accordingly, only Shareholders of record on the Record Date are entitled to vote at the Meeting or any adjournment(s) thereof.

The registered holders of Common Shares and Restricted Voting Shares are shown on the list of Shareholders which is available for inspection during usual business hours at Odyssey Trust Company, Victoria Tower, Suite 702 - 67 Yonge St., Toronto ON M5E 1J8 and at the Meeting. The list of Shareholders will be prepared not later than ten days after the Record Date. If a person has acquired ownership of shares since that date, he, she or it may establish such ownership and demand, not later than ten days before the Meeting, that his, her or its name be included in the list of Shareholders.

To the knowledge of the directors and officers of the Corporation, as of the Record Date, no person beneficially owns or exercises control over, directly or indirectly, more than 10% of the outstanding voting securities of the Corporation.

PARTICULARS OF MATTERS TO BE ACTED UPON

Presentation of Financial Statements

The audited consolidated financial statements of the Corporation for the year ended December 31, 2020, together with the auditors' report thereon and the related management's discussion and analysis, will be

presented to the Shareholders at the Meeting or any adjournment(s) or postponement(s) thereof for their consideration.

Election of Directors

The articles of the Corporation require a minimum of three directors of the Corporation. There are currently eight directors of the Corporation. At the Meeting, it is proposed that eight directors are to be elected. The present term of office of each current director of the Corporation will expire at the Meeting.

Management proposes to nominate at the Meeting the persons whose names are set forth in the table below, each to serve as a director of the Corporation until the next meeting of Shareholders at which the election of directors is considered, or until his/her successor is duly elected or appointed, unless he/she resigns, is removed or becomes disqualified in accordance with the articles of the Corporation or the *Business Corporations Act* (Ontario) (the "**Act**"). The persons named in the accompanying form of Proxy intend to vote for the election of such persons at the Meeting, unless otherwise directed. Management does not contemplate that any of the nominees will be unable to serve as a director of the Corporation.

The following table and the notes thereto set out the name of each person proposed by Management to be nominated for election as a director of the Corporation at the Meeting, the period during which he/she has been a director of the Corporation, his/her principal occupation within the five preceding years, all offices of the Corporation now held by such person, and his/her shareholdings, which includes the number of voting securities of the Corporation beneficially owned, or over which control or direction is exercised, directly or indirectly.

Name of Proposed Nominee, Province/State and Country of Residence	Year First Elected a Director	Principal Occupation(s) for the Past Five Years	Position(s) with the Corporation	Shares Owned, Controlled or Directed, Directly or Indirectly⁽¹⁾
Kiran Sidhu Washington, USA	Director since September 2018	Chief Executive Officer and Director of the Corporation; Chief Executive Officer of ANM, Inc.; Managing Member of Catalyst Capital LLC.	Chief Executive Officer	10,501,303 Common Shares
Peter McRae ⁽²⁾⁽³⁾⁽⁴⁾ Ontario, Canada	Director since September 2018	Non-Executive Chairman of Freedom International Brokerage Company; CEO of Freedom International Brokerage Company.	N/A	1,041,452 Common Shares
Philip van den Berg Gibraltar	First elected September 2018 ⁽⁵⁾	Chief Financial Officer and Director of the Corporation; Chief Financial Officer of ANM, Inc.; Chief Financial Officer of Namaste Technologies and Golden Leaf Holding Ltd.	Chief Financial Officer	1,433,687 Common Shares
Andrew Turman ⁽²⁾⁽³⁾⁽⁴⁾ California, USA	Director since July 2019	President of Quasi-Logic Industries Inc.	N/A	2,315,167 Common Shares
Louisa Mojela Gauteng, South Africa	Director since July 2020	Executive Chairman of the Corporation and Bophelo-Bioscience and Wellness (Pty) Ltd;	Executive Chairman	25,959,419 Common Shares ⁽⁶⁾

Name of Proposed Nominee, Province/State and Country of Residence	Year First Elected a Director	Principal Occupation(s) for the Past Five Years	Position(s) with the Corporation	Shares Owned, Controlled or Directed, Directly or Indirectly ⁽¹⁾
Charles Kie ⁽²⁾⁽³⁾⁽⁴⁾ Côte d'Ivoire	Director since October 2020	Co-Founder and CEO of New African Capital Partners; Managing Director and CEO of Ecobank Nigeria; Group Executive of Corporate and Investment Banking for Ecobank Transnational Inc.	N/A	1,000,891 Common Shares
Anmol Sidhu British Columbia, Canada	Director since November 2020	Real Estate Trading Services at Macdonald Realty	N/A	Nil Common Shares
Ryan Kunkel Everett, Washington, USA	Director since April 2021	Founder of Have a Heart Compassion Care	N/A	Nil Common Shares

Notes:

- (1) The information as to the number of shares owned, controlled or directed, directly or indirectly, not being within the knowledge of the Corporation, has been obtained from the System for Electronic Disclosure by Insiders (SEDI). No director beneficially owns, or controls or directs, directly or indirectly, any of the voting securities of the subsidiaries of the Corporation. These figures do not include stock options (as each such term is defined herein) which are disclosed elsewhere in this Information Circular. This information is presented on a non-diluted basis.
- (2) Member of the compensation committee of the board of directors of the Corporation (the "**Compensation Committee**").
- (3) Member of the audit committee of the board of directors of the Corporation (the "**Audit Committee**").
- (4) Member of the nomination and corporate governance committee of the board of directors of the Corporation (the "**Nomination & Corporate Governance Committee**").
- (5) Ceased to be a director of the Corporation on July 17, 2020. Re-appointed as a director of the Corporation on April 9, 2021.
- (6) Ms. Mojela holds such Common Shares indirectly through Boiketlo Biomed (Pty) Ltd.

The biographies of the proposed nominees for directors are set out below.

Kiran Sidhu, CEO and Director | Kiran Sidhu has been the CEO of ANM, Inc. ("**ANM**"), a wholly owned subsidiary of the Corporation, since April 2016 and the CEO of Halo since September 2018, following the business combination (the "**Business Combination**") of the Corporation, ANM and Apogee Opportunities (USA) Inc., pursuant to which the Corporation acquired all of the issued and outstanding shares of common stock of ANM. Mr. Sidhu was previously a non-executive director and audit committee chairman of Namaste Technologies Inc. ("**Namaste**") (TSX-V: N), a technology company that provides cannabis-related marketplaces for products and services in 20 countries. Mr. Sidhu is the Managing Member of Catalyst Capital LLC ("**Catalyst**") which he founded in 1999. Catalyst has invested in startup companies in technology, biotechnology and cannabis. Mr. Sidhu was the Chairman and CEO of Transact Network Ltd. ("**Transact Network**"), a leading EU electronic money institution. In 2011, Transact Network was sold to The Bancorp, Inc. (NYSE: TBBK). Prior to founding Transact Network, Mr. Sidhu was the Managing Director of Aspen Communications, an Indian outsourcing company that provided e-commerce fraud detection, accounting, customer support, systems support and data analytics services to large e-gaming companies, primarily Party Gaming PLC (LSE: PRTY). Earlier in his career, Mr. Sidhu served as the CFO of On Stage Entertainment (NASDAQ: ONST) and oversaw its initial public offering on NASDAQ. On Stage Entertainment was subsequently sold to McCown De Leeuw & Co. Mr. Sidhu was a founder and the Finance Director of Nano Universe PLC (LSE-AIM: NANO) where he oversaw its listing on the LSE-AIM. Mr. Sidhu

was a Manager with PriceWaterhouse's strategic consulting group in Los Angeles and a Senior Associate with Merrill Lynch Capital Markets in mergers and acquisitions in New York. Mr. Sidhu graduated with honors in Computer Science from Brown University and has an MBA in Finance from the Wharton School of Business.

Philip van den Berg, CFO and Director | Philip van den Berg joined ANM as a non-executive director in April 2016 and has been a director and the CFO of Halo since September 2018, following the Business Combination. Mr. van den Berg was a director and the CFO at Namaste from October 2016 until June 2018, following the acquisition of URT1 by Namaste. Prior to joining Namaste, Mr. van den Berg was a director at URT1 Ltd. from May 2016 until the company was acquired by Namaste in late 2016. Mr. van den Berg was also a director and the CFO at Golden Leaf Holdings Ltd (CSE: GLH) ("**Golden Leaf**"), one of the first cannabis companies in the U.S. to be listed in Canada, and managed its public listing. Golden Leaf Holdings began trading on the Canadian Stock Exchange in October 2015. Prior to becoming an investor and operator in the cannabis space, Mr. van den Berg co-founded Taler Asset Management Ltd. in 2006, a wealth management firm, where he was managing director, chief investment officer and compliance officer. Prior to founding Taler Asset Management, Mr. van den Berg was co-owner and chief investment officer of a long-short equity hedge fund, Olympus Capital Management Ltd., from 1995 until 2006, one of the first European hedge funds. Mr. van den Berg worked on the sell-side as an investment analyst, supervisory analyst and member of the investment policy committee at Goldman Sachs in London from 1987 until 1995. Mr. van den Berg was one of the founding members of the European research department at Goldman Sachs. Mr. van den Berg left Goldman Sachs and joined Deutsche Morgan Grenfell as an Executive Director to help re-establish its global equities and investment banking division. Mr. van den Berg started his career in investment banking at Pierson, Heldring & Pierson in the Netherlands after graduating cum laude in business economics in 1985 at the University of Amsterdam.

Peter McRae, Director | Peter McRae has been a non-executive director of Halo since September 2018. Mr. McRae is a Chartered Accountant and Chartered Professional Accountant. Mr. McRae attended the University of Toronto's Rotman School of Management in 2008 and graduated from the Directors Education Program of the Institute of Corporate Directors with an ICD.D designation. Mr. McRae is currently Chairman and a director of Freedom International Brokerage Company ("**Freedom**"). Mr. McRae was Freedom's President and CEO from 1994 to 2015. Mr. McRae has over 30 years of experience in the financial services industry. Mr. McRae's earlier career involved four years in Abu Dhabi as a Financial Administrator for an engineering firm before joining the investment dealer Wood Gundy, first in Toronto, and subsequently in New York. Mr. McRae has been a director of several public companies and currently sits on the board of directors of three other listed companies. Mr. McRae is also a director and the Chair of the Finance Committee of Merry Go Round Children's Foundation.

Andrew Turman, Director | Andrew Turman has been a non-executive director of Halo since July 2019. Mr. Turman brings extensive experience in branding and advertising from two decades working in the capacity of director of photography and director. His work spans hundreds of commercials including spots for Sony, Lexus, Budweiser, McDonald's, Apple, and many of the iconic "Bullseye" spots for Target. Mr. Turman co-founded and served as executive producer at Picture This Entertainment for four years, producing music videos for labels including Motown, A&M and EMI; he is currently founder and president of Quasi-Logic Industries Inc. which is focused on branding campaigns and commercial spots. Mr. Turman is also an expert in technical and special effects imagery, and has contributed to studio films including Minority Report, Hunger Games: Mockingjay, and Jurassic World: Fallen Kingdom. Mr. Turman has been a seed stage investor in companies in the cannabis space since 2014. Mr. Turman graduated magna cum laude from Brown University with a B.A. in Organization Behavior and Management.

Louisa Mojela, Executive Chairman and Director | Louisa Mojela has been a director and the Executive Chairman of Halo since July 2020 and also acts as the Executive Chairman of Bophelo-Bioscience and Wellness (Pty) Ltd. ("**Bophelo**"). Ms. Mojela is one of Africa's most prominent businesswomen, having successfully founded and listed Women Investment Portfolio Holding Limited on the Johannesburg Stock Exchange which has grown to be worth over USD\$250 million today. Ms. Mojela has also led capital raises and held directorships at companies such as Sasol Mining (NYSE: SSL), Ixia Coal, South African Airways, Ericsson SA, Adcorp, Distell Limited, Life Health, and Sun International (SJ: SUI) amongst others. Ms. Mojela holds a Bachelor of Commerce Degree from the National University of Lesotho.

Charles Kie, Director | Charles Kie is the Co-Founder and Chief Executive Officer of New African Capital Partners. From January 2016 to September 2018, Mr. Kie was the Managing Director and CEO of Ecobank Nigeria, the largest affiliate of the Ecobank Group, where he led its turnaround. Prior to that, Mr. Kie spent four years in South Africa as Group Corporate Bank Head and then Group Executive of Corporate and Investment Banking for Ecobank Transnational Inc. ("**ETI**"), overseeing activities in the 40 countries of its presence in Africa and internationally. Mr. Kie represented ETI on the board of directors of EBI.SA, an Ecobank subsidiary in France as well as Ecobank Development Corporation, the investment banking arm of the Ecobank Group. Before joining the Ecobank Group, Mr. Kie worked at Groupe Banque Atlantique and at Citibank. A graduate of Ecole Supérieure de Commerce d'Abidjan (Cote d'Ivoire), Mr. Kie holds a Trium Global EMBA from the London School of Economics, New York University Stern and HEC Paris. Mr. Kie also holds an MSc in Corporate Restructuring from the University of Clermont Ferrand France. Mr. Kie has attended the Harvard Business School – Advanced Management Program and is fluent in English and French, and is an Ivorian national.

Anmol Sidhu, Director | Anmol Sidhu is a Licensed Realtor with over 14 years of experience in residential & commercial real estate sales. Mr. Sidhu has specific expertise in respect of Bank Foreclosure real estate deals and currently works at Macdonald Realty. Mr. Sidhu is adept in contract drafting, negotiating, market research & client analysis. Other areas of expertise include planning & integrating new customer prospecting campaigns. Mr. Sidhu has been a recipient of Top Sales Achiever Award for past 5 years. Mr. Sidhu holds a BCom from Punjab University and MBA from Guru Nanak University.

Ryan Kunkel, Director | Ryan Kunkel is a leading industry expert and entrepreneur in cannabis, influencing its legal, regulatory, and operational development since the legalization of recreational marijuana use in Washington state in 2011. He was instrumental in the raise of \$50 million in two private offerings, which enabled him to expand the Have a Heart footprint by creating an organizational infrastructure to maintain the dispensary storefronts at a rapid pace. With a focus on operations, fundraising, and application development, Mr. Kunkel quickly expanded the brand to 13 operational stores, in six different states with a total of 26 winning applications. Under his stewardship, the Have a Heart business grew to more than 500 active employees. His expertise in the industry enabled him to identify and capture the leading market share in Washington state, one of the most saturated cannabis markets in the U.S. Mr. Kunkel's professional accolades include Marijuana Venture's 40 under 40 in 2018, where he was recognized for his success and promise in the cannabis industry with Have a Heart's track record and performance. Mr. Kunkel has continued to build the Have a Heart brand with the opening of delivery and retail operations in five jurisdictions across California.

The persons named in the accompanying Proxy (if named and absent contrary directions) intend to vote the shares represented thereby FOR the election of each of the aforementioned named nominees unless otherwise instructed on a properly executed and validly deposited proxy. Management does not contemplate that any nominees named above will be unable to serve as a director

but, if that should occur for any reason prior to the Meeting, the persons named in the enclosed form of proxy reserve the right to vote for another nominee at their discretion.

Majority Voting Policy

The Board has adopted a majority voting policy (the "**Majority Voting Policy**") which applies to the election of directors. Under the Majority Voting Policy, a director who is elected with more votes withheld than cast in favour of his or her election will be required to tender his or her resignation to the Chair of the Board. The resignation will be effective when accepted by the Board and the nominee director will not participate in any committee or Board meetings or deliberations on this matter. The Majority Voting Policy does not apply in circumstances involving contested director elections.

The Nomination & Corporate Governance Committee will consider the resignation and make a recommendation to the Board on whether the resignation should be accepted. In considering the recommendation of the Nomination & Corporate Governance Committee, the Board will consider the factors taken into account by the committee and such additional information and factors that the Board considers to be relevant. The Board expects that resignations will be accepted unless there are extenuating circumstances that warrant a contrary decision.

If the resignation is accepted, subject to any applicable law, the Board may leave the resultant vacancy unfilled until the next annual meeting of Shareholders, fill the vacancy through the appointment of a new director, or call a special meeting of Shareholders at which there will be presented one or more nominees to fill any vacancy or vacancies.

Cease Trade Orders, Bankruptcies, Penalties or Sanctions

Cease Trade Orders

No proposed director of the Corporation is, as of the date of this Information Circular, or has been, within 10 years before the date hereof, a director, Chief Executive Officer or Chief Financial Officer of any company (including the Corporation) that was subject to a cease trade order, an order similar to a cease trade order or an order that denied such company access to any exemptions under securities legislation, that was in effect for a period of more than thirty (30) consecutive days, that was issued: (a) while that person was acting in such capacity; or (b) after that person ceased to act in such capacity but which resulted from an event that occurred while that person was acting in such capacity.

Corporate Bankruptcies

No proposed director of the Corporation is, as of the date of this Information Circular, or has been, within 10 years before the date hereof, a director or executive officer of any company (including the Corporation) that, while such 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.

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

Penalties or Sanctions

No proposed director of the Corporation 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 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 security holder in deciding whether to vote for a proposed director.

Appointment of Auditors

Shareholders will be requested to re-appoint Davidson & Company LLP, Chartered Professional Accountants, as auditors of the Corporation to hold office until the next annual meeting of Shareholders, and to authorize the directors of the Corporation to fix the auditors' remuneration and the terms of their engagement. Davidson & Company LLP, was first appointed auditors of the Corporation on February 6, 2019.

The persons named in the accompanying Proxy (if named and absent contrary directions) intend to vote the shares represented thereby FOR the resolution appointing Davidson & Company LLP as auditors of the Corporation for the ensuing year and to authorize the directors to fix Davidson & Company LLP's remuneration.

The information required by Form 52-110F1 of National Instrument 52-110 – *Audit Committees*, including information regarding the fees billed to the Corporation by the auditors of the Corporation, is contained in the annual information form of the Corporation for the year ended December 31, 2020, under the heading "Audit Committee Disclosure", an electronic copy of which is available on the Corporation's SEDAR profile at www.sedar.com.

Approval of Share Consolidation

At the Meeting, Shareholders will be asked to consider and, if thought advisable, pass a special resolution (the "**Share Consolidation Resolution**") authorizing the Board to elect, in its discretion, to direct the Corporation to file one or more articles of amendment (collectively, the "**Articles of Amendment**") to amend the Corporation's articles in order to effect one or more consolidations (or reverse splits) of the Corporation's issued Common Shares into a lesser number of issued Common Shares (each, a "**consolidation**" and, collectively, the "**Share Consolidation**"). The Share Consolidation Resolution will authorize the Board to:

- select one or more Share Consolidation ratios of between 10 pre-consolidation Common Shares for one (1) post-consolidation Common Share and 200 pre-consolidation Common Shares for one (1) post-consolidation Common Share, provided that, (A) the cumulative effect of the Share Consolidation shall not result in a consolidation ratio that exceeds 200 pre-Share Consolidation Common Shares for one (1) post-Share Consolidation Common Share, and (B) such Share Consolidation occurs prior to the earlier of the 12 month anniversary of the Meeting and the next annual meeting of Shareholders; and
- file the Articles of Amendment to give effect to the Share Consolidation at the selected consolidation ratio(s).

The Shareholders previously approved a consolidation of the Common Shares at the special meeting of the shareholders of the Corporation held on December 23, 2020. Such prior approval expires at the Meeting and the Corporation is seeking the approval of the Share Consolidation Resolution as it has elected not to complete the previously approved consolidation prior to the Meeting.

Background to and Reasons for the Share Consolidation

The Board believes that it is in the best interests of the Corporation to provide the Board with the flexibility to elect to reduce the number of outstanding Common Shares by way of the Share Consolidation. Some of the potential benefits of the Share Consolidation include:

- **Potential U.S. Listing.** Subject to changes to U.S. federal laws with respect to cannabis, the Corporation may consider the possibility of a future listing on a U.S. stock exchange. The higher anticipated price of the post-consolidation Common Shares may help make the Corporation eligible for such a listing.
- **Increased Investor Interest.** The current share structure of the Corporation may make it more difficult for the Corporation to attract additional equity financing that may be required or desirable to maintain the Corporation or to further develop its products. The Share Consolidation may have the effect of raising, on a proportionate basis, the price of the Common Shares, which could appeal to certain investors that find shares valued above certain prices to be more attractive from an investment perspective.
- **Reduced Volatility.** The higher anticipated price of the post-consolidation Common Shares may result in less volatility as a result of small changes in the share price of the Common Shares. For example, a nominal price movement will result in a less significant change (in percentage terms) in the market capitalization of the Corporation.

The Corporation believes that providing the Board with the authority to select within a range of Share Consolidation ratios and to effect the Share Consolidation in one or more consolidations provides the flexibility to implement the Share Consolidation in a manner intended to maximize the anticipated benefits of the Share Consolidation for the Corporation and the Shareholders.

The Share Consolidation is subject to certain conditions, including the approval of the Shareholders and acceptance by the Neo Exchange Inc. (the "**NEO**"). If the requisite approvals are obtained and the Board elects to proceed with the Share Consolidation, the Share Consolidation will take place at a time to be determined by the Board through one or more consolidations, subject to the Act. No further action on the part of Shareholders would be required in order for the Board to implement the Share Consolidation. Shareholders will be notified and registered shareholders will receive a letter of transmittal containing instructions for exchange of their share certificates in connection with each consolidation. The special resolution also authorizes the Board to elect not to proceed with, and abandon, the Share Consolidation at any time if it determines, in its sole discretion, to do so.

Following a vote by the Board to implement the Share Consolidation, the Corporation will file articles of amendment with the director under the Act to amend the Corporation's articles. A particular consolidation will become effective on the date shown in the certificate of amendment issued by the director under the Act in connection with such consolidation or such other date indicated in the articles of amendment.

Share Consolidation Resolution

At the Meeting, Shareholders will be asked to consider and, if deemed advisable, approve the Share Consolidation Resolution authorizing the Board to elect, in its discretion, to file the Articles of Amendment giving effect to the Share Consolidation. The Share Consolidation Resolution is a special resolution and, as such, requires approval by not less than two-thirds (66^{2/3}%) of the votes cast by the Shareholders present virtually, or represented by proxy, at the Meeting. The full text of the Share Consolidation Resolution is as follows:

"BE IT RESOLVED, as a special resolution of the shareholders of Halo Collective Inc. (the "**Corporation**"), that:

1. the Articles of the Corporation be amended to change the number of issued and outstanding common shares of the Corporation by consolidating the issued and outstanding common shares of the Corporation on the basis of a ratio to be selected by the board of directors of the Corporation (the "**Board**"), in its sole discretion, within a range between 10 pre-consolidation common shares of the Corporation for one (1) post-consolidation common share of the Corporation and 200 pre-consolidation common shares of the Corporation for one (1) post-consolidation common share of the Corporation (the "**Share Consolidation**"), with such Share Consolidation to be effected through one or more consolidations, in the sole discretion of the Board, provided, (A) that the cumulative effect of the one or more consolidations shall not result in a consolidation ratio that exceeds 200 pre-Share Consolidation common shares of the Corporation for one (1) post-Share Consolidation common share of the Corporation, and (B) such Share Consolidation occurs prior to the earlier of the 12 month anniversary of the date of this resolution and the next annual meeting of shareholders of the Corporation, with such amendment(s) to become effective at a date or dates in the future to be determined by the Board of the Corporation in its sole discretion if and when the Board considers it to be in the best interests of the Corporation to implement such a Share Consolidation, all as more fully described in the management information circular of the Corporation dated May 25, 2021 (the "**Circular**"), and subject to all necessary stock exchange approvals;
2. the amendment(s) to the Articles of the Corporation giving effect to the Share Consolidation will provide that no fractional common share will be issued but the number of common shares to be received by a Shareholder shall be rounded down to the nearest whole common share in the event that such Shareholder would otherwise be entitled to a receive fractional common share;
3. any director or officer of the Corporation be, and each of them is, hereby authorized and directed for and in the name of and on behalf of the Corporation to execute and deliver or cause to be executed and delivered one or more articles of amendment of the Corporation to the director under the *Business Corporations Act* (Ontario) and to execute and deliver or cause to be executed and delivered all documents and to take any action which, in the opinion of that person, is necessary or desirable to give effect to this special resolution;
4. notwithstanding that this special resolution has been duly passed by the holders of the common shares of the Corporation, the Board may, in its sole discretion (including in the circumstances described in the Circular), revoke this special resolution in whole or in part at any time prior to its being given effect without further notice to, or approval of, the holders of the common shares of the Corporation; and

5. any one director or officer of the Corporation be, and each of them is, hereby authorized and directed for and in the name of and on behalf of the Corporation, to execute or cause to be executed, whether under corporate seal of the Corporation or otherwise, and to deliver or cause to be delivered all such documents, and to do or cause to be done all such acts and things, as in the opinion of such director or officer may be necessary or desirable in order to carry out the terms of this resolution, such determination to be conclusively evidenced by the execution and delivery of such documents or the doing of any such act or thing."

To be effective, the Share Consolidation Resolution must be approved by special resolution, being the affirmative vote of at least two-thirds (66^{2/3}%) of the votes cast with respect to the Share Consolidation Resolution by Shareholders present in person or represented by proxy at the Meeting.

The Board unanimously recommends a vote for the Share Consolidation Resolution. **In the absence of instructions to the contrary, the Common Shares represented by proxies in favour of Management Designees will be voted FOR the Share Consolidation Resolution.**

Effects of the Share Consolidation

General

If the Share Consolidation is implemented, its principal effect will be to proportionately decrease the number of issued and outstanding Common Shares by a factor equal to the consolidation ratio selected by the Board. At the close of business on the Record Date, there were 1,958,666,754 Common Shares issued and outstanding. For illustrative purposes only, the following table sets forth, based on the number of Common Shares issued and outstanding as of the Record Date, the number of Common Shares that would be issued and outstanding (disregarding any resulting fractional Common Shares and subject to any issuances occurring after the Record Date) following the implementation of the Share Consolidation, at various consolidation ratios:

Share Consolidation Ratio	Common Shares Outstanding
10 pre-consolidation Common Shares for one (1) post-consolidation Common Share	195,866,675
50 pre-consolidation Common Shares for one (1) post-consolidation Common Share	39,173,335
100 pre-consolidation Common Shares for one (1) post-consolidation Common Share	19,586,667
150 pre-consolidation Common Shares for one (1) post-consolidation Common Share	13,057,778
200 pre-consolidation Common Shares for one (1) post-consolidation Common Share	9,793,333

The Corporation does not expect the Share Consolidation itself to have any economic effect on holders of Common Shares or securities convertible into or exercisable to acquire Common Shares, except to the extent the Share Consolidation will result in fractional Common Shares. See "*No Fractional Shares*" below.

The Share Consolidation may be completed via one or more consolidations, through the filing of Articles of Amendment, provided that that the cumulative effect of the one or more consolidations shall not result in a consolidation ratio that exceeds 200 pre-Share Consolidation Common Shares for one (1) post-Share Consolidation Common Share. For example, if the Board elected to effect the Share Consolidation via two separate consolidations and the first consolidation was completed on the basis of 10 pre-consolidation Common Shares for one (1) post-consolidation Common Share, the maximum consolidation ratio the Board would be authorized to select for the second consolidation would be 20 pre-consolidation Common Shares per one (1) post-consolidation Common Share.

The Share Consolidation will not affect the listing of the Common Shares on the NEO. Following the Share Consolidation, it is expected that the Common Shares will continue to be listed on the NEO under the symbol "HALO". Following each consolidation, the Common Shares will be assigned new CUSIP and ISIN numbers.

Voting rights and other rights of the holders of Common Shares prior to the implementation of the Share Consolidation will not be affected by the Share Consolidation, other than as a result of the creation and disposition of fractional Common Shares as described below. For example, a holder of 2% of the voting power attached to the outstanding Common Shares immediately prior to the implementation of any consolidation will generally continue to hold 2% of the voting power attached to the Common Shares immediately after the implementation of such consolidation. The number of registered Shareholders is not expected to be affected by any consolidation (except to the extent resulting from the elimination of post-consolidation fractional shares). For example, if the selected consolidation ratio for a particular consolidation is 100 pre-consolidation Common Shares per one (1) post-consolidation Common Share a Shareholder that holds less than 100 pre-consolidation Common Shares may cease to hold any Common Shares following such consolidation.

The exercise or conversion price and the number of Common Shares issuable under any outstanding convertible securities of the Corporation, including outstanding stock options, will be adjusted in accordance with their respective terms on the same basis as any consolidation.

Effect on Beneficial Shareholders

Beneficial Shareholders (i.e. non-registered Shareholders) holding Common Shares through an intermediary (a securities broker, dealer, bank or financial institution) should be aware that the intermediary may have different procedures for processing a consolidation than those that will be put in place by the Corporation for registered Shareholders. If Shareholders hold their Common Shares through an intermediary and they have questions in this regard, they are encouraged to contact their intermediaries.

Effect of the Share Consolidation on Convertible Securities

The exercise or conversion price and/or the number of Common Shares issuable under any of the Corporation's outstanding convertible securities, including under outstanding stock options, warrants, rights and any other similar securities will be proportionately adjusted upon the implementation of any consolidation, in accordance with the terms of such securities, based on the Share Consolidation ratio.

Effect on Share Certificates

If the Share Consolidation is approved by Shareholders and subsequently implemented through one or more consolidations, in connection with each consolidation, those registered Shareholders who will hold at least one post-consolidation Common Share will be required to exchange their share certificates representing pre-consolidation Common Shares for share certificates representing post-consolidation Common Shares following each consolidation or, alternatively, a Direct Registration System ("**DRS**") Advice/Statement representing the number of post-consolidation Common Shares they hold following each consolidation. The DRS is an electronic registration system which allows Shareholders to hold Common Shares in their name in book-based form, as evidenced by a DRS Advice/Statement, rather than a physical share certificate.

If the Share Consolidation is implemented through one or more consolidations, the Corporation (or its transfer agent) will mail to each registered Shareholder a letter of transmittal in connection with each consolidation. Each registered Shareholder must complete and sign a letter of transmittal after the applicable consolidation takes effect. The letter of transmittal will contain instructions on how to surrender to the transfer agent the certificate(s) representing the registered Shareholder's pre-consolidation Common Shares. The transfer agent will send to each registered Shareholder who follows the instructions provided in the letter of transmittal a share certificate representing the number of post-consolidation Common Shares to which the registered Shareholder is entitled rounded down to the nearest whole number or, alternatively, a DRS Advice/Statement representing the number of post-consolidation Common Shares the registered Shareholder holds following the applicable consolidation. Beneficial Shareholders (i.e. non-registered Shareholders) who hold their Common Shares through intermediaries (securities brokers, dealers, banks, financial institutions, etc.) and who have questions regarding how the Share Consolidation will be processed should contact their intermediaries with respect to the Share Consolidation. See "*Effect on Beneficial Shareholders*" above.

Until surrendered to the transfer agent, each share certificate representing pre-consolidation Common Shares will be deemed for all purposes to represent the number of post-consolidation Common Shares to which the registered Shareholder is entitled as a result of the applicable consolidation. Until registered Shareholders have returned their properly completed and duly executed letter of transmittal and surrendered their share certificate(s) for exchange, registered Shareholders will not be entitled to receive any distributions, if any, that may be declared and payable to holders of record following the applicable consolidation.

Any registered Shareholder whose old certificate(s) have been lost, destroyed or stolen will be entitled to a replacement share certificate only after complying with the requirements that the Corporation and the transfer agent customarily apply in connection with lost, stolen or destroyed certificates.

The method chosen for delivery of share certificates and letters of transmittal to the Corporation's transfer agent is the responsibility of the registered Shareholder and neither the transfer agent nor the Corporation will have any liability in respect of share certificates and/or letters of transmittal which are not actually received by the transfer agent.

REGISTERED SHAREHOLDERS SHOULD NEITHER DESTROY NOR SUBMIT ANY SHARE CERTIFICATE UNTIL HAVING RECEIVED A LETTER OF TRANSMITTAL.

No Fractional Shares

No fractional Common Shares will be issued in connection with any consolidation and no cash will be paid in lieu of fractional post-consolidation Common Shares. In the event that a Shareholder would otherwise be entitled to receive a fractional Common Share upon the occurrence of a consolidation, such fraction will be rounded down to the nearest whole number. In calculating such fractional interest, all post-Consolidation Common Shares held by a beneficial holder(s) shall be aggregated.

No Dissent Rights

Shareholders are not entitled to exercise any statutory dissent rights with respect to any proposed consolidation.

Accounting Consequences

If the Share Consolidation is implemented through one or more consolidations, net income or loss per Common Share, and other per Common Share amounts, will be increased because there will be fewer Common Shares issued and outstanding. In future financial statements, net income or loss per Common Share and other per Common Share amounts for periods ending before the applicable consolidation took effect would be recast to give retroactive effect to such consolidations.

NEO Approval

Assuming shareholder approval is received at the Meeting, and assuming that the Board determines to proceed with the Share Consolidation, the Share Consolidation will be subject to acceptance by the NEO, and confirmation that, on a post-Share Consolidation basis, the Corporation would meet all of the NEO's applicable continuous listing requirements. If the NEO does not accept the Share Consolidation, the Corporation will not proceed with the Share Consolidation.

Risks Associated with the Share Consolidation

Reducing the number of issued and outstanding Common Shares through the Share Consolidation is intended, absent other factors, to increase the per share market price of the Common Shares. However, the market price of the Common Shares will also be affected by the Corporation's financial and operational results, its financial position, including its liquidity and capital resources, the development of its operations, industry conditions, the market's perception of the Corporation's business and other factors, which are unrelated to the number of Common Shares outstanding.

The market price of the Common Shares immediately following the implementation of any consolidation is expected to be approximately equal to the market price of the Common Shares prior to the implementation of such consolidation multiplied by the applicable consolidation ratio but there is no assurance that the anticipated market price immediately following the implementation of any consolidation will be realized or, if realized, will be sustained or will increase. There is a risk that the total market capitalization of the Common Shares (the market price of the Common Shares multiplied by the number of Common Shares outstanding) after the implementation of any consolidation may be lower than the total market capitalization of the Common Shares prior to the implementation of any consolidation.

Although the Corporation believes that establishing a higher market price for the Common Shares could increase investment interest for the Common Shares in equity capital markets by potentially broadening the pool of investors that may consider investing in the Corporation, including investors whose internal investment policies prohibit or discourage them from purchasing stocks trading below a certain minimum price, there is no assurance that implementing the Share Consolidation will achieve this result.

If the Share Consolidation is implemented through one or more consolidations and the market price of the Common Shares (adjusted to reflect the applicable consolidation ratio) declines, the percentage decline as an absolute number and as a percentage of the Corporation's overall market capitalization may be greater than would have occurred if any such consolidation had not been implemented. Both the total market capitalization of a company and the adjusted market price of such company's shares following a consolidation may be lower than they were before the consolidation took effect. The reduced number of Common Shares that would be outstanding after any consolidation is implemented could adversely affect the liquidity of the Common Shares.

Any consolidation may result in some Shareholders owning "odd lots" of fewer than 100 Common Shares on a post-consolidation basis. Odd lot Common Shares may be more difficult to sell, or may attract greater transaction costs per Common Share to sell, and brokerage commissions and other costs of transactions in odd lots may be higher than the costs of transactions in "round lots" of even multiples of 100 Common Shares.

Tax Considerations

SHAREHOLDERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING THE TAX CONSEQUENCES OF THE SHARE CONSOLIDATION TO THEM, INCLUDING THE EFFECTS OF ANY CANADIAN OR U.S. FEDERAL, PROVINCIAL, STATE, LOCAL, FOREIGN AND/OR OTHER TAX LAWS.

Renewal of Equity Incentive Plan

The Corporation has in place a 10% evergreen plan. The policies of the NEO require listed companies to seek shareholder approval for an evergreen plan within three years after institution and within every three years thereafter. Pursuant to the NEO's Listing Manual, shareholders must pass a resolution specifically approving unallocated entitlements under the evergreen plan. If a listed company fails to obtain shareholder approval within three years of either the institution of an evergreen plan or subsequent approval, all unallocated entitlements must be cancelled and the listed company will not be permitted to grant further entitlements under the evergreen plan, until such time as shareholder approval is obtained. If shareholders fail to approve the resolution for the renewal of the plan, the listed company must forthwith stop granting awards under such plan.

The Shareholders approved the Corporation's omnibus incentive plan on October 12, 2018 ("**Equity Incentive Plan**"). The Corporation has a total of 1,958,666,754 Common Shares issued and outstanding and 101,845,580 stock options outstanding as of May 25, 2021. A maximum number of Common Shares equal to 10% of the issued and outstanding Common Shares, from time to time, are reserved for issuance under the Equity Incentive Plan. Shareholders are required to approve the Equity Incentive Plan for the next three years for subsequent grants under the Equity Incentive Plan to be valid. Approval must be obtained by October 12, 2021.

A copy of the Equity Incentive Plan is attached hereto as Appendix "A".

At the Meeting, Shareholders will be asked to consider and, if thought advisable, pass an ordinary resolution (the "**Equity Incentive Plan Resolution**") approving the renewal of the Corporation's Equity Incentive Plan for the next three years. If the resolution approving the renewal of the Equity Incentive Plan is not approved by the Shareholders at the Meeting, all Awards granted under the Equity Incentive Plan but not yet exercised will continue unaffected, however, all unallocated entitlements must be cancelled and the Corporation will not be permitted to grant further entitlements under the Equity Incentive Plan, until such time as Shareholder approval is obtained. Shareholders will be asked at the Meeting to pass the following Equity Incentive Plan Resolution, with or without variation, relating to the approval as described above:

"BE IT RESOLVED, as an ordinary resolution of the shareholders of Halo Collective Inc. (the "**Corporation**"), that:

1. all unallocated awards issuable under the Corporation's Equity Incentive Plan be approved and authorized until the third anniversary of the adoption of the present resolution by the shareholders of the Corporation, being June 23, 2024; and

2. any director or officer of the Corporation be, and each of them is, hereby authorized and directed for and on behalf of the Corporation to execute and deliver or cause to be executed and delivered all documents and take any actions which, in the opinion of that person, is necessary or desirable to give effect to this resolution”

To be effective, the Equity Incentive Plan Resolution must be approved by ordinary resolution, being a simple majority of the votes cast with respect to the Equity Incentive Plan Resolution by Shareholders present in person or represented by proxy at the Meeting.

The Board unanimously recommends a vote for the Equity Incentive Plan Resolution. **In the absence of instructions to the contrary, the Common Shares represented by proxies in favour of Management Designees will be voted FOR the Equity Incentive Plan Resolution.**

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

Except as set out below, no individual who is, or at any time during the most recently completed financial year of the Corporation was, a director or executive officer of the Corporation, and no proposed nominee for election as a director of the Corporation, or any associate of any such director, executive officer or proposed nominee: (i) is or at any time since the beginning of the most recently completed financial year of the Corporation has been, indebted to the Corporation 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 of the Corporation has been, the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Corporation or any of its subsidiaries.

Aggregate Indebtedness

The following table sets out, as at April 30, 2021, the aggregate amount of indebtedness to the Corporation or any of its subsidiaries for all directors, executive officers and employees and former directors, executive officers and employees of the Corporation or any of its subsidiaries:

<i>Aggregate Indebtedness (\$)</i>		
Purpose	To the Company or its Subsidiaries	To Another Entity
Share purchases	Nil	Nil
Other	\$155,583	Nil

Indebtedness of Directors and Executive Officers under Securities Purchase and Other Programs

The following table sets out the aggregate amount of indebtedness to the Corporation or any of its subsidiaries for each individual who is, or at any time during the most recently completed financial year was, a director or executive officer of the Corporation, each proposed nominee for election as a director of the Corporation, and each associate of any such director, executive officer or proposed nominee:

Indebtedness of Directors and Executive Officers under (1) Securities Purchase and (2) Other Programs						
Name and Principal Position	Involvement of Company or Subsidiary	Largest Amount Outstanding During Fiscal 2020 (\$)	Amount Outstanding as at April 30, 2021 (\$)	Financially Assisted Securities Purchases During Fiscal 2020 (#)	Security for Indebtedness	Amount Forgiven During Fiscal 2020 (\$)
Securities Purchase Programs						
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Other Programs						
Philip van den Berg, Chief Financial Officer	Lender	\$75,000	\$12,500 ⁽¹⁾	Nil	N/A	Nil
Andreas Met Chief Operating Officer	Lender	\$125,000	\$29,843 ⁽²⁾	Nil	N/A	Nil
Kiran Sidhu, Chief Executive Officer	Lender	\$250,000	\$113,240 ⁽³⁾	Nil	N/A	Nil

Notes:

- (1) This amount is unsecured, bears interest at a rate of 0.25% per annum and is due on demand.
- (2) \$75,000 of the amount is unsecured, bears interest at a rate of 2.75% per annum and is due on demand. \$50,000 of the amount is unsecured, bears interest at a rate of 1.61% per annum and is due on demand.
- (3) This amount is unsecured and is due on demand.

SECURITY BASED COMPENSATION ARRANGEMENTS

Equity Compensation Plan Information

The Equity Incentive Plan permits the grant of (i) nonqualified stock options ("**NQSOs**") and incentive stock options ("**ISOs**") (collectively, "**Options**"), (ii) restricted stock awards ("**Restricted Stock**"), (iii) restricted stock units ("**RSUs**"), (iv) stock appreciation rights ("**SARs**"), and (v) deferred stock units ("**DSUs**"), which are referred to herein collectively as "**Awards**," as more fully described below.

The following table sets out information as of December 31, 2020 with respect to the Equity Incentive Plan.

Plan Category	Number of securities to be issued upon exercise of outstanding Options, warrants and rights	Weighted-average exercise price of outstanding Options, warrants and rights⁽²⁾	Number of securities remaining available for future issuance under equity compensation plans
Equity compensation plans approved by Shareholders ⁽¹⁾	93,088,637	\$0.10	42,045,700
Equity compensation plans not approved by Shareholders	6,243,750	\$0.87	Nil
TOTAL	99,332,387	\$0.15	42,045,700

Notes:

- (1) The maximum number of Common Shares issuable under the Equity Incentive Plan of the Corporation as of December 31, 2020 was 141,378,086, representing 10% of the number of the issued and outstanding Common Shares (the "**Outstanding Share Number**").
- (2) Amount in CAD.

As at December 31, 2020: (i) a total of 93,088,637 Options, representing approximately 6.58% of the Outstanding Share Number, were outstanding under the Equity Incentive Plan; and (ii) a total of 6,243,750 stock options, representing approximately 0.44% of the Outstanding Share Number, were outstanding under previous incentive plans. No additional Awards were outstanding under the Equity Incentive Plan as at such date. As at December 31, 2020, an aggregate of 42,045,700 Common Shares remained available for issuance under the Equity Incentive Plan, representing approximately 2.97% of the Outstanding Share Number.

Summary of Terms and Conditions of the Equity Incentive Plan

The principal features of the Equity Incentive Plan are summarized below.

Purpose

The Compensation Committee is authorized to grant Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Deferred Stock Units, or Other Stock-Based Awards granted under the Equity Incentive Plan, which may be denominated or settled in Common Shares, cash or in other forms.

The purpose of the Equity Incentive Plan is to attract, retain and reward those employees, directors and other individuals who are expected to contribute significantly to the success of the Corporation and its Affiliates, to incentivize such individuals to perform at the highest level, to strengthen the mutuality of interests between such individuals and the Corporation's shareholders and, in general, to further the best interests of the Corporation and its shareholders.

Options

The Compensation Committee is authorized to grant Options to participants of the Equity Incentive Plan.

The purchase price per Common Share under an Option shall be determined by the Compensation Committee; provided, however, that, except subject to certain exceptions described in the Equity Incentive Plan, such purchase price shall not be less than 100% of the Fair Market Value (as defined in the Equity Incentive Plan) of a Common Share on the date of grant of such Option. With the approval of the Compensation Committee, a participant may elect to exercise an Option, in whole or in part, without payment of the aggregate Option price due on such exercise by electing to receive Common Shares equal in value to the difference between the Option price and the Fair Market Value on the date of exercise (any such exercise a "**Cashless Exercise**") computed in accordance with the Equity Incentive Plan.

The equity value of Options (as such term is defined in the Equity Incentive Plan) granted to a non-employee director, within a one-year period, pursuant to the Equity Incentive Plan shall not exceed US\$100,000 and the aggregate equity value of all Awards, that are eligible to be settled in Common Shares granted to a non-employee director, within a one-year period, pursuant to all Security Based Compensation Arrangements (as such term is defined in the Equity Incentive Plan), shall not exceed US\$150,000.

The term of each Option shall be fixed by the Compensation Committee but shall not exceed 6 years from the date of grant thereof. Except as otherwise provided by the Compensation Committee in the terms of an award grant agreement for a participant, the term of each Option shall be 6 years from the date of the grant thereof. Notwithstanding the foregoing and subject to certain exceptions detailed in the Equity Incentive Plan, if the term of an Option (other than an "incentive stock option" under Section 422 of the United States Internal Revenue Code) would otherwise expire during, or within ten business days of the expiration of, a Blackout Period (as such term is defined in the Equity Incentive Plan) applicable to any participant subject to Section 409A of the United States Internal Revenue Code, then the term of such Option shall be extended to the close of business on the tenth business day following the expiration of the Blackout Period.

Except as otherwise provided by the Compensation Committee in the terms of an award grant agreement for a participant, Options will vest and become exercisable as follows: (i) as to the first one-third on the first anniversary of the date of the grant thereof; (ii) as to the second one-third on the second anniversary of the date of the grant thereof; and (iii) as to the third and final one-third on the third anniversary of the date of the grant thereof.

Restricted Stock and RSUs

The Equity Incentive Plan provides the Compensation Committee with authority to grant Restricted Stock and RSUs, which adds a medium-term incentive option to the Corporation's compensation program. Restricted Stock and RSUs may be granted as part of an employee's "at risk" incentives and are considered "medium-term" incentives because they vest no later than three years after the date of grant and any payments on the vesting dates are determined with reference to the market price of Common Shares on that date.

Common Shares of Restricted Stock and RSUs shall be subject to such restrictions as the Compensation Committee may impose (including, without limitation, any limitation on the right to receive any dividend or dividend equivalent or other right), which restrictions may lapse separately or in combination at such time or times, in such installments or otherwise, as the Compensation Committee may deem appropriate.

Stock Appreciation Rights

The Compensation Committee is authorized to grant Stock Appreciation Rights to participants under the Equity Incentive Plan. SARs may be granted hereunder to Participants either alone or in addition to other Awards granted under the Equity Incentive Plan and may, but need not, relate to a specific Options. A freestanding SAR shall not have a term of greater than 10 years or an exercise price less than 100% of fair market value a Common Share on the date of grant.

Deferred Stock Units

The Equity Incentive Plan provides the Compensation Committee with the authority to grant Deferred Stock Units that provide members of the Board with compensation opportunities which are compatible with shareholder interests, encourages a sense of ownership and rewards significant achievements. The benefit of holding DSUs is realized in the form of a cash payment to the member of the Board that is only made after the termination or retirement of the member from the Board or after their death. The form of compensation provided by the DSU plan provides the Corporation with the ability to reduce Board cash compensation costs in the short-term and is intended to align Board compensation with shareholder interests.

DSUs vest immediately upon grant but may only be redeemed upon a DSU holder's termination (not later than the 90-day period following the Director Termination Date). DSUs may be satisfied by delivery of Common Shares, other Awards, or a combination thereof, as determined by the Compensation Committee at the date of grant or thereafter.

The Compensation Committee, in its discretion, may award cash, shares, other Awards or other property equal in value to dividends paid with respect to Common Shares with respect to Awards of DSUs. The entitlements on such Dividend Equivalents will not be available until the expiration of the deferral period for the Award of DSUs.

General

The maximum number of Common Shares available for issuance under the Equity Incentive Plan shall not exceed 10% of the issued and outstanding Common Shares from time to time when taken together with all other Security Based Compensation Arrangements of the Corporation.

The number of Common Shares issuable to insiders, at any time, under all Security Based Compensation Arrangements of the Corporation, may not exceed 10% of the Corporation's issued and outstanding Common Shares; and the number of Common Shares issued to insiders within any one-year period, under all Security Based Compensation Arrangements of the Corporation, may not exceed 10% of the issued and outstanding Common Shares.

In the event that a participant holds 20% or more of the issued and outstanding Common Shares or the settlement of an Award in shares would cause the participant to hold 20% or more of the issued and outstanding Common Shares, such participant shall only be granted Awards that can be settled in cash.

Change in Control

Subject to certain exceptions included in the Equity Incentive Plan, the occurrence of a Change in Control (as such term is defined in the Equity Incentive Plan) will not result in the vesting of Unvested Awards (as such term is defined in the Equity Incentive Plan) nor the lapse of any period of restriction pertaining to any Restricted Stock or RSUs. Subject to the Compensation Committee reasonably determining otherwise, for the period of 24 months following a Change in Control, where a participant's employment or term of office or engagement is terminated for any reason, other than for cause, any Unvested Awards as at the date of such termination shall be deemed to have vested, and any period of restriction shall be deemed to have lapsed, as at the date of such termination and shall become payable as at the date of termination, except that any successor entity may agree to assume the obligations of the Corporation in respect of such Unvested Awards.

Non-Transferrable

All Awards granted under the Equity Incentive Plan are non-transferable, except as may be permitted by the Compensation Committee, as specifically provided in an award agreement, or by will or the law of descent.

Administration of Equity Incentive Plan

The Compensation Committee may specify the circumstances in which Awards shall be exercised, vested, paid or forfeited in the event a participant ceases to provide service to the Corporation or any affiliate prior

to the exercise or settlement of such Award. If no such circumstances are specified in the terms of a grant agreement for a Participant: (i) if a participant resigns their office or employment, or the employment of a participant is terminated, or a participant's contract as a consultant terminates, only the portion of the Options that have vested and are exercisable at the date of any such resignation or termination may be exercised by the participant during the period ending 90 days after the date of resignation or termination, as applicable, after which period all Options expire; and (ii) any Options, whether vested or unvested, will expire immediately upon the participant being dismissed from their office or employment for cause or on a participant's contract as a consultant being terminated before its normal termination date for cause, including where a participant resigns their office or employment or terminates their contract as a consultant after being requested to do so by the Corporation as an alternative to being dismissed or terminated by the Corporation for cause.

Amendments

The Board may amend, alter, suspend, discontinue or terminate the Equity Incentive Plan and any outstanding Awards granted hereunder, in whole or in part, at any time without notice to or approval by the shareholders of the Corporation, for any purpose whatsoever, provided that all material amendments to the Equity Incentive Plan shall require the prior approval of the Shareholders of the Corporation and must comply with the rules of the NEO. Examples of the types of amendments that are not material include: (i) amendments to ensure continuing compliance with applicable law, applicable stock exchange rules and regulations or accounting or tax rules and regulations; (ii) amendments of a "housekeeping" nature, which include amendments to correct any defect, supply any omission, or reconcile any inconsistency in the Equity Incentive Plan or any Award Agreement in the manner and to the extent it shall deem desirable to carry the Equity Incentive Plan into effect; (iii) changing the vesting provision of the Equity Incentive Plan or any Award; (iv) waiving any conditions or rights under any Award; (v) changing the termination provisions of any Award that does not entail an extension beyond the original expiration date thereof; (vi) adding or amending a cashless exercise provision; (vii) adding or amending a financial assistance provision; (viii) changing the process by which a Participant who wishes to exercise his or her Award can do so, including the required form of payment for the Common Shares being purchased, the form of written notice of exercise provided to the Corporation and the place where such payments and notices must be delivered; and (ix) delegating any or all of the powers of the Compensation Committee to administer the Equity Incentive Plan to officers of the Corporation.

STATEMENT OF EXECUTIVE COMPENSATION

The following information regarding executive compensation is presented in accordance with National Instrument Form 51-102F6 – *Statement of Executive Compensation*. The objective of this disclosure is to communicate the compensation the Corporation paid, made payable, awarded, granted, gave or otherwise provided to each named executive officer and director for the financial year ended December 31, 2020, and the decision-making process relating to compensation.

Information contained in this form is as of December 31, 2020 unless indicated otherwise.

Compensation Discussion and Analysis

Compensation Governance

The Board has not adopted any formal policies or procedures to determine the compensation of the Corporation's directors or executive officers. The compensation of the directors and executive officers is

determined by the Board, based on the recommendations of the Compensation Committee. Recommendations of the Compensation Committee are made giving consideration to the objectives discussed below and, if applicable, considering applicable industry data.

The Compensation Committee currently consists of three directors: Andrew Turman (Chair), Charles Kie and Peter McRae, all of whom have direct and indirect experience relevant to their roles as members of the Compensation Committee. All of the members of the Compensation Committee are independent directors of the Corporation. For details regarding the experience of the members of the Compensation Committee, see the biographies of each member set out under "*Particulars of Matters to be Acted Upon – Election of Directors*".

The role and responsibility of the Compensation Committee is to assist the Board in fulfilling its responsibilities for compensation philosophy and guidelines, and fixing compensation levels for the directors and executive officers. In addition, the Compensation Committee is charged with reviewing the Equity Incentive Plan and proposing changes thereto, approving any awards of options under the Equity Incentive Plan and recommending any other employee benefit plans, incentive awards and perquisites with respect to the directors and executive officers of the Corporation. The Compensation Committee is also responsible for reviewing, approving and reporting to the Board on the Corporation's succession plans for its executive officers.

The Compensation Committee endeavors to ensure that the philosophy and operation of the Corporation's compensation program reinforces its culture and values, creates a balance between risk and reward, attracts, motivates, and retains executive officers over the long-term and aligns their interests with those of the shareholders. In addition, the Compensation Committee is responsible for reviewing the Corporation's annual disclosure regarding executive compensation for inclusion where appropriate in the Corporation's disclosure documents.

Elements of Compensation

1. Base Salary

Base salary is the fixed portion of each executive officer's total compensation. It is designed to provide income certainty. In determining the base level of compensation for the executive officers, weight is placed on the following factors: the particular responsibilities related to the position, salaries or fees paid by companies of similar size in the industry, level of experience of the executive and overall performance, and the time which the executive officer is required to devote to the Corporation in fulfilling his or her responsibilities. Certain executives have agreed to take all or a portion of their base salary in the form of Common Shares to reduce cash expenditures of the Corporation and further align the incentives of officers with those of shareholders.

2. Short-Term Incentive Awards

A cash incentive payment or bonus is a short-term incentive that is intended to reward each executive officer for his or her individual contribution and performance of personal objectives in the context of overall corporate performance. Cash bonuses are designed to motivate executive officers to achieve personal business objectives, to be accountable for their relative contribution to the Corporation's performance, as well as to attract and retain executives. In determining compensation and, in particular, bonuses, the Compensation Committee considers factors over which the executive officer can exercise control, such as their role in identifying and completing acquisitions and integrating such acquisitions into the Corporation's

business, meeting any budget targets established by controlling costs, taking successful advantage of business opportunities and enhancing the competitive and business prospects of the Corporation.

3. Long-Term Equity Incentive Awards

Long-term incentives are intended to align the interests of the Corporation's directors and executive officers with those of the shareholders and to provide a long-term incentive that rewards these parties for their contribution to the creation of shareholder value. In establishing the number of options or awards to be granted under the Equity Incentive Plan, reference is made to the recommendations made by the Compensation Committee as well as the number of similar awards granted to officers and directors of other publicly-traded companies of similar size in the same business as the Corporation. The Compensation Committee and the Board also consider previous grants of options or awards and the overall number of options or awards that are outstanding relative to the number of outstanding securities in determining whether to make any new grants of options or awards and the size and terms of any such grants, as well as the level of effort, time, responsibility, ability, experience and level of commitment of the director or executive officer in determining the level of long-term equity incentive awards.

Risks Associated with the Compensation Policies and Practices

As part of its oversight of the executive compensation program, the Compensation Committee considers the implications of any risks associated with such program. The following components of the compensation paid to the executives are considered to discourage such persons from taking unnecessary or excessive risks:

- base salaries and personal benefits are sufficiently competitive and not subject to performance risk although base salaries paid in shares are subject to share price risk; and
- to date, the Corporation's short and long term incentive awards have been largely based on past achievements, such as the successful completion of the Business Combination and financing transactions, rather than the achievement of pre-determined short-term financial goals.

The Compensation Committee believes that executive compensation risk management begins with ongoing Board oversight of:

- the Corporation's strategic objectives, results, regulatory reports and financial plans;
- fraud and error reporting;
- the Audit Committee's quarterly meetings with the external auditors, including discussions with the external auditors that exclude management; and
- the Corporation's internal control, management information system, financial reporting and financial control systems.

Based on this review, the Corporation has concluded that its compensation policies and procedures are not reasonably likely to have a material adverse effect on the Corporation or any of its subsidiaries.

Hedging

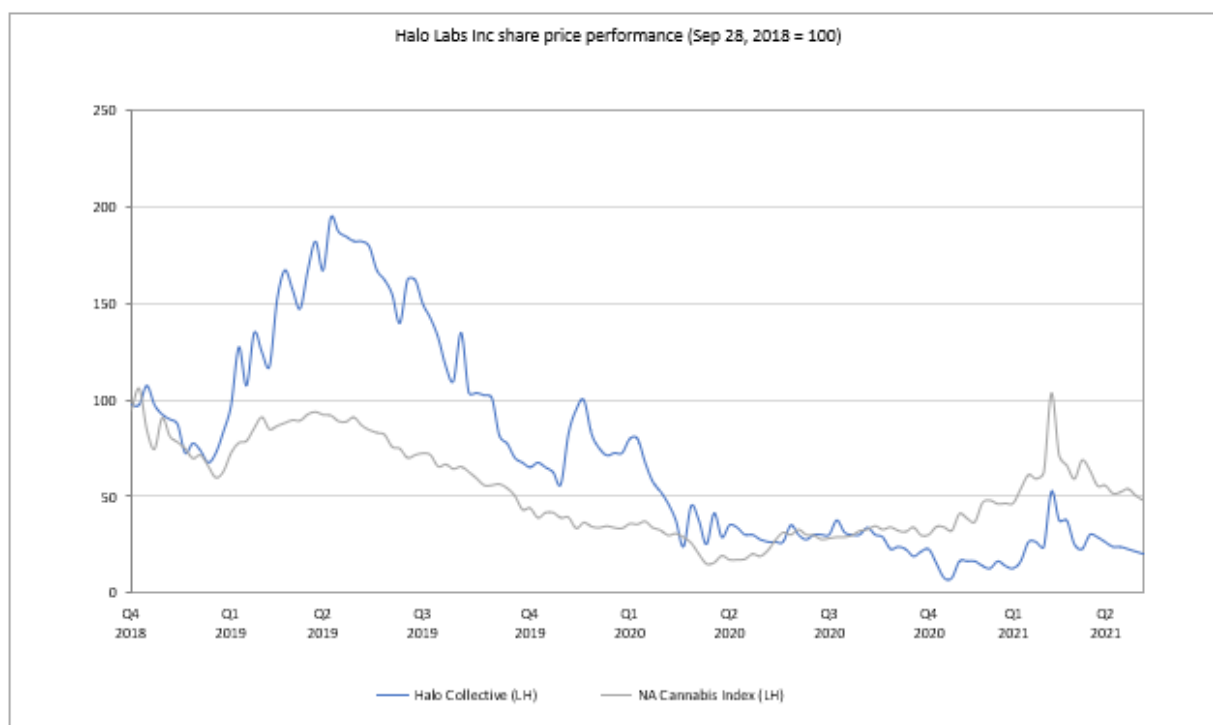
Other than the Corporation's corporate disclosure and insider trading policy, no policies have been instituted related to the purchase by directors or Named Executive Officers (as defined below) of financial instruments, including, for greater certainty, prepaid variable forward contracts, equity swaps, collars, or units of exchange funds, that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, director or indirectly, by any director or Named Executive Officer.

Compensation Consultant

The Corporation did not engage a compensation consultant or advisor at any time since the Corporation's most recently completed financial year.

Performance Graph

Below is a chart comparing the Corporation's shareholder return to various North American cannabis indices over the five most recently completed financial years.



The Corporation went public on September 28, 2018 (the "**Go-Public Date**") by way of a reverse takeover of Apogee Opportunities Inc. Prior to February 2020, the Corporation outperformed the benchmark, which is the North American Marijuana index (the "**Cannabis Index**"). Outperformance peaked in April of 2019 when \$100 invested in the Common Shares on the Go-Public Date, would have resulted in a value of \$195. Over the same period, \$100 invested in the Cannabis Index on the Go-Public Date would have resulted in a value of \$92.

As at November 25, 2019, a \$100 investment in the Common Shares on the Go-Public Date would have broken even with a value of \$100 while an investment of \$100 in the Cannabis Index would have resulted in a \$63 loss with a value of \$27.

After November 2019, the Corporation began to lose relative performance and by February 2020 the Corporation began to underperform the Cannabis Index. Since February 2020, the Cannabis Index has increased by 47% while the value of the Common Shares has decreased by approximately 62%. During this time, the market capitalization of the Corporation increased by approximately 148% and the Corporation issued approximately 1,151,521,161 Common Shares (approximately 59% of the issued and outstanding Common Shares as at the date hereof) in consideration for various acquisitions, including finder's fees.

In total, during the period from the Go-Public Date until May 17, 2021, the Corporation provided a total negative cumulative shareholder return of 80% compared with a loss for the Cannabis Index of 52%. As of May 17, 2021, a \$100 investment in the Common Shares on the Go-Public Date would have a value of \$20, while a \$100 investment in the Cannabis Index on the Go-Public Date would have a value of \$48.

Management of the Corporation believes that a primary factor in the relative performance of the price of the Common Shares is the number of Common Shares issued in connection with the Corporation's acquisition strategy and the dilution therefrom. As noted above, since February 2020, the Corporation has issued approximately 1,151,521,161 Common Shares (approximately 59% of the issued and outstanding Common Shares as at the date hereof) in consideration for various acquisitions, including finder's fees. A large portion of these acquisitions were in respect of developing assets which do not yet contribute to the Corporation's revenue. Management has focused on growing the Corporation through the acquisition of strategic assets and typically issues Common Shares as consideration for such acquisitions to preserve the Corporation's balance sheet and cash position.

Between the Go-Public Date and April 30, 2021, executive compensation increased by 252%, a 59% increase per year. The average compensation per executive during the period was \$31,770 per month, which includes \$12,128 of share-based compensation and bonuses. Executive compensation has increased more than the relative performance of the Common Shares compared with the Cannabis Index, which follows from factors described in further detail above.

Summary Compensation Table

The following table summarizes, for the periods indicated, the compensation paid, payable, awarded, granted, given or otherwise provided, directly or indirectly, by the Corporation to each individual who served as the Corporation's Chief Executive Officer, Chief Financial Officer and each other named executive officer, as defined under Form 51-102F6 – *Statement of Executive Compensation*. Such persons are referred to collectively herein as the "**Named Executive Officers**".

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			
Kiran Sidhu ⁽¹⁾	2020	\$327,752 ⁽²⁾	Nil	\$429,921	Nil	Nil	Nil	\$50,000	\$807,673
	2019	\$414,143	Nil	\$104,157	Nil	Nil	Nil	Nil	\$518,300

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			
CEO	2018	\$190,000	Nil	\$218,900	Nil	Nil	Nil	\$230,000	\$638,900
Philip van den Berg ⁽¹⁾ CFO	2020	\$257,350 ⁽³⁾	Nil	\$207,720	Nil	Nil	Nil	Nil	\$465,070
	2019	\$299,840	Nil	\$55,798	Nil	Nil	Nil	Nil	\$355,638
	2018	\$180,000	Nil	\$94,125	Nil	Nil	Nil	Nil	\$274,125
Andreas Met ⁽¹⁾ COO	2020	\$272,536 ⁽⁴⁾	Nil	\$246,666	Nil	Nil	Nil	Nil	\$519,202
	2019	\$294,948	Nil	\$55,798	Nil	Nil	Nil	Nil	\$350,746
	2018	\$180,000	Nil	\$142,725	Nil	Nil	Nil	Nil	\$322,725
Shailesh Bhushan ⁽¹⁾ Chief Accounting Officer	2020	\$168,750 ⁽⁵⁾	Nil	\$149,022	Nil	Nil	Nil	Nil	\$317,772
	2019	\$181,316	Nil	\$37,199	Nil	Nil	Nil	Nil	\$218,515
	2018	\$120,000	Nil	\$73,550	Nil	Nil	Nil	Nil	\$193,550
Katharyn Field ⁽⁶⁾ President	2020	\$245,042 ⁽⁷⁾	Nil	\$241,444	Nil	Nil	Nil	Nil	\$486,486
	2019	\$123,333	Nil	\$34,133	Nil	Nil	Nil	Nil	\$157,466
	2018	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil

Notes:

- (1) Appointed as an officer of the Corporation, effective September 28, 2018, in connection with the Corporation's business combination with ANM, Inc.
- (2) This amount was satisfied as follows: (i) Nil in cash; and (ii) \$327,752 through the issuance of Common Shares.
- (3) This amount was satisfied as follows: (i) \$91,750 in cash; and (ii) \$165,600 through the issuance of Common Shares.
- (4) This amount was satisfied as follows: (i) \$246,661 in cash; and (ii) \$25,875 through the issuance of Common Shares.
- (5) This amount was satisfied as follows: (i) \$112,500 in cash; and (ii) \$56,200 through the issuance of Common Shares.
- (6) Appointed as President of the Corporation on February 12, 2020. Prior to her appointment as President, Ms. Field served as Chief Strategy Officer of the Corporation.
- (7) This amount was satisfied as follows: (i) \$245,042 in cash; and (ii) Nil through the issuance of Common Shares.

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

The following table shows all outstanding option-based and share-based awards held by each Named Executive Officer as at December 31, 2020.

	Option-based Awards				Share-based Awards			
Name	Number of securities underlying unexercised options	Option exercise price ⁽¹⁾	Option expiration date	Value of unexercised in-the-money options	Number of shares or units of shares that have not vested	Market or payout value of share-based awards that have not vested	Number of shares or units of shares that have vested	Market or payout value of vested share-based awards not paid or distributed ⁽²⁾
Kiran Sidhu	1,400,000	C\$0.40	September 29, 2024	Nil	Nil	Nil	Nil	Nil
	6,000,000	C\$0.105	December 19, 2024	Nil	Nil	Nil	Nil	Nil
	6,400,000	C\$0.055	December 07, 2025	C\$320,000	Nil	Nil	Nil	Nil
Philip van den Berg	750,000	C\$0.40	September 29, 2024	Nil	Nil	Nil	Nil	Nil
	2,500,000	C\$0.105	December 19, 2024	Nil	Nil	Nil	Nil	Nil
	4,000,000	C\$0.055	December 07, 2025	C\$200,000	Nil	Nil	Nil	Nil
Andreas Met	540,000	C\$0.87	May 11, 2027	Nil	Nil	Nil	Nil	Nil
	750,000	C\$0.40	September 29, 2024	Nil	Nil	Nil	Nil	Nil
	3,000,000	C\$0.105	December 19, 2024	Nil	Nil	Nil	Nil	Nil
	4,800,000	C\$0.055	December 07, 2025	C\$240,000	Nil	Nil	Nil	Nil
Shailesh Bhushan	500,000	C\$0.40	September 29, 2024	Nil	Nil	Nil	Nil	Nil
	2,000,000	C\$0.105	December 19, 2024	Nil	Nil	Nil	Nil	Nil
	2,400,000	C\$0.055	December 07, 2025	C\$120,000	Nil	Nil	Nil	Nil
Katharyn Field	900,000	C\$0.30	December 19, 2024	Nil	Nil	Nil	Nil	Nil
	2,500,000	C\$0.105	December 19, 2024	Nil	Nil	Nil	Nil	Nil
	3,200,000	C\$0.055	December 07, 2025	C\$160,000	Nil	Nil	Nil	Nil

Notes:

(1) Price in CAD.

(2) Based on the NEO closing price of C\$0.05 for the Common Shares on December 31, 2020.

Incentive Plan Awards – Value Vested or Earned During the Year

The following table provides information regarding the value on pay-out or vesting of incentive plan awards for the Named Executive Officers for the financial year ended December 31, 2020.

Name	Option-based awards – Value vested during the year	Share-based awards – Value vested during the year⁽¹⁾	Non-equity incentive plan compensation – Value earned during the year
Kiran Sidhu	\$429,911	Nil	Nil
Philip van den Berg	\$207,720	Nil	Nil
Andreas Met	\$246,666	Nil	Nil
Shailesh Bhushan	\$149,022	Nil	Nil
Katharyn Field	\$241,444	Nil	Nil

Notes:

(1) Based on the NEO closing price of C\$0.05 for the Common Shares on December 31, 2020.

Pension Plan Benefits

As of December 31, 2020, there did not exist a pension plan for the Named Executive Officers that provided for payments or benefits at, following or in connection with retirement.

Termination and Change of Control Benefits

Other than as described herein, the Corporation does not have any contract, agreement, plan or arrangement that provides for payments to a Named Executive Officer at, following, or in connection with a termination (whether voluntary, involuntary or constructive), resignation, retirement, a change of control of the Corporation or a change in a Named Executive Officer's responsibilities.

Kiran Sidhu, Chief Executive Officer

Mr. Sidhu has entered into a written employment agreement with the Corporation. Pursuant to the terms and conditions of the agreement, Mr. Sidhu is employed as the Chief Executive Officer of the Corporation. In consideration of Mr. Sidhu's services as Chief Executive Officer, the Corporation has agreed to pay Mr. Sidhu a base annual salary of US\$250,000. Mr. Sidhu has also agreed to an amendment to his employment agreement that allows the Corporation to elect to pay Mr. Sidhu's salary in Common Shares, in which case Mr. Sidhu will receive Common Shares with a value equal to 150% of the base salary that would otherwise have been payable to Mr. Sidhu in cash for the applicable period. Mr. Sidhu is also eligible to receive an annual cash bonus of an amount to be determined in the discretion of the Board. In the event that Mr. Sidhu is terminated by the Corporation for reasons other than for cause, Mr. Sidhu will be entitled to receive a lump sum amount equal to twelve months of his then existing monthly base salary on the termination date.

Philip van den Berg, Chief Financial Officer

Mr. van den Berg has entered into a written independent contractor agreement with the Corporation. Pursuant to the terms and conditions of the agreement, Mr. van den Berg is employed as the Chief Financial

Officer of the Corporation. In consideration of Mr. van den Berg's services as Chief Financial Officer, the Corporation has agreed to pay Mr. van den Berg a base annual salary of US\$240,000. Mr. van den Berg has also agreed to an amendment to his employment agreement that allows the Corporation to elect to pay Mr. van den Berg's salary in Common Shares, in which case Mr. van den Berg will receive Common Shares with a value equal to 150% of the base salary that would otherwise have been payable to Mr. van den Berg in cash for the applicable period. Mr. van den Berg is also eligible to receive an annual cash bonus of an amount to be determined in the discretion of the Board. In the event that Mr. van den Berg is terminated by the Corporation for reasons other than for cause, Mr. van den Berg will be entitled to receive a lump sum amount equal to three months of his then existing monthly base salary on the termination date. In the event that Mr. van den Berg voluntarily terminates his position with the Corporation, Mr. van den Berg will be entitled to receive a lump sum amount equal to twelve months of his then existing monthly base salary on the termination date.

Andreas Met, Chief Operating Officer

Mr. Met has entered into a written employment agreement with the Corporation. Pursuant to the terms and conditions of the agreement, Mr. Met is employed as the Chief Operating Officer of the Corporation. In consideration of Mr. Met's services as Chief Operating Officer, the Corporation has agreed to pay Mr. Met a base annual salary of US\$240,000. Mr. Met has also agreed to an amendment to his employment agreement that allows the Corporation to elect to pay Mr. Met's salary in Common Shares, in which case Mr. Met will receive Common Shares with a value equal to 150% of the base salary that would otherwise have been payable to Mr. Met in cash for the applicable period. Mr. Met is also eligible to receive an annual cash bonus of an amount to be determined in the discretion of the Board. In the event that Mr. Met is terminated by the Corporation for reasons other than for cause, Mr. Met will be entitled to receive a lump sum amount equal to twelve months of his then existing monthly base salary on the termination date.

Shailesh Bhushan, Chief Accounting Officer

Mr. Bhushan has entered into a written independent contractor agreement with the Corporation. Pursuant to the terms and conditions of the agreement, Mr. Bhushan is employed as the Chief Accounting Officer of the Corporation. In consideration of Mr. Bhushan's services as Chief Accounting Officer, the Corporation has agreed to pay Mr. Bhushan a base annual salary of US\$220,000. Mr. Bhushan is also eligible to receive an annual cash bonus of an amount to be determined in the discretion of the Board. In the event that Mr. Bhushan is terminated by the Corporation for reasons other than for cause, Mr. Bhushan will be entitled to receive a lump sum amount equal to three months of his then existing monthly base salary on the termination date.

Katharyn Field, President

Ms. Field has entered into a written employment agreement with the Corporation. Pursuant to the terms and conditions of the agreement, Ms. Field is employed as the President of the Corporation. In consideration of Ms. Field's services as President, the Corporation has agreed to pay Ms. Field a base annual salary of US\$275,000. Ms. Field is also eligible to receive an annual cash bonus of an amount to be determined in the discretion of the Board. In the event that Ms. Field is terminated by the Corporation for reasons other than for cause, Ms. Field will be entitled to receive a lump sum amount equal to twelve months of his then existing monthly base salary on the termination date.

Director Compensation

The following table sets forth information concerning the annual and long-term compensation in respect of the directors of the Corporation, other than the directors who were also Named Executive Officers, during the financial year ended December 31, 2020. For details of the compensation for Kiran Sidhu, Philip van den Berg and Andreas Met, the Named Executive Officers who were also directors of the Corporation, see disclosure under "Statement of Executive Compensation – Summary Compensation Table".

Director Compensation Table

Name	Fees earned	Share-based awards	Option-based awards	Non-equity incentive plan compensation	Pension value	All other compensation	Total compensation
Fred Leigh ⁽¹⁾	\$78,417	Nil	\$75,767	Nil	Nil	Nil	\$154,184
Peter McRae	\$43,000	Nil	\$101,416	Nil	Nil	Nil	\$144,416
Andrew Turman	\$38,125	Nil	\$101,416	Nil	Nil	Nil	\$139,541
Louisa Mojela ⁽²⁾	\$96,816	Nil	\$123,379	Nil	Nil	Nil	\$220,195
Charles Kie ⁽³⁾	\$11,526	Nil	\$48,195	Nil	Nil	Nil	\$59,721
Anmol Sidhu ⁽⁴⁾	\$3,667	Nil	\$30,845	Nil	Nil	Nil	\$34,512

Notes:

- (1) Ceased to be a director of the Corporation on November 5, 2020.
- (2) Appointed as a director of the Corporation on July 17, 2020. Compensation paid in connection with Ms. Mojela's role as Executive Chairman of the Corporation.
- (3) Elected as a director of the Corporation at the shareholders' meeting of the Corporation held on October 21, 2020.
- (4) Appointed as a director of the Corporation on November 13, 2020.

Outstanding Option-Based and Share-Based Awards

The following table shows all outstanding option-based and share-based awards held by each director (other than the directors who were also Named Executive Officers and for whom the identical information is shown on the comparable table for Named Executive Officers set out above) as at December 31, 2020.

Name	Option-based Awards				Share-based Awards			
	Number of securities underlying unexercised options	Option exercise price ⁽¹⁾	Option expiration date	Value of unexercised in-the-money options	Number of shares or units of shares that have not vested	Market or payout value of share-based awards that have not vested	Number of shares or units of shares that have vested	Market or payout value of vested share-based awards not paid or distributed ⁽²⁾
Fred Leigh ⁽³⁾	300,000	C\$0.40	September 29, 2024	Nil	Nil	Nil	Nil	Nil
	1,500,000	C\$0.105	December 19, 2024	Nil	Nil	Nil	Nil	Nil

Name	Option-based Awards				Share-based Awards			
	Number of securities underlying unexercised options	Option exercise price ⁽¹⁾	Option expiration date	Value of unexercised in-the-money options	Number of shares or units of shares that have not vested	Market or payout value of share-based awards that have not vested	Number of shares or units of shares that have vested	Market or payout value of vested share-based awards not paid or distributed ⁽²⁾
Peter McRae	1,500,000	C\$0.105	December 19, 2024	Nil	Nil	Nil	Nil	Nil
	1,600,000	C\$0.055	December 07, 2025	C\$80,000	Nil	Nil	Nil	Nil
Andrew Turman	1,500,000	C\$0.105	December 19, 2024	Nil	Nil	Nil	Nil	Nil
	1,600,000	C\$0.06	December 07, 2025	C\$80,000	Nil	Nil	Nil	Nil
Louisa Mojela ⁽⁴⁾	6,400,000	C\$0.055	December 07, 2025	C\$320,000	Nil	Nil	Nil	Nil
Charles Kie ⁽⁵⁾	1,960,000	C\$0.055	December 07, 2025	C\$98,000	Nil	Nil	Nil	Nil
	540,000	C\$0.055	December 14, 2025	C\$27,000	Nil	Nil	Nil	Nil
Anmol Sidhu ⁽⁶⁾	1,600,000	C\$0.055	December 07, 2025	C\$80,000	Nil	Nil	Nil	Nil

Notes:

- (1) Price in CAD.
(2) Based on the NEO closing price of C\$0.05 for the Common Shares on December 31, 2020.
(3) Ceased to be a director of the Corporation on November 5, 2020.
(4) Appointed as a director of the Corporation on July 17, 2020. Options granted in connection with Ms. Mojela's role as Executive Chairman of the Corporation.
(5) Elected as a director of the Corporation at the shareholders' meeting of the Corporation held on October 21, 2020.
(6) Appointed as a director of the Corporation on November 13, 2020.

Value of Awards Vested or Earned During the Year

The following table provides information regarding the value on pay-out or vesting of incentive plan awards for each director (other than the directors who are also Named Executive Officers and for whom the identical information appears on the comparable table for Named Executive Officers set out above) for the financial year ended December 31, 2020.

Name	Option-based awards – Value vested during the year	Share-based awards – Value vested during the year ⁽¹⁾	Non-equity incentive plan compensation – Value earned during the year
Fred Leigh ⁽²⁾	\$75,767	Nil	Nil
Peter McRae	\$101,416	Nil	Nil

Name	Option-based awards – Value vested during the year	Share-based awards – Value vested during the year ⁽¹⁾	Non-equity incentive plan compensation – Value earned during the year
Andrew Turman	\$101,416	Nil	Nil
Louisa Mojela ⁽³⁾	\$123,379	Nil	Nil
Charles Kie ⁽⁴⁾	\$48,195	Nil	Nil
Anmol Sidhu ⁽⁵⁾	\$30,845	Nil	Nil

Notes:

- (1) Based on the NEO closing price of C\$0.05 for the Common Shares on December 31, 2020.
(2) Ceased to be a director of the Corporation on November 5, 2020.
(3) Appointed as a director and Executive Chairman of the Corporation on July 17, 2020.
(4) Elected as a director of the Corporation at the shareholders' meeting of the Corporation held on October 21, 2020.
(5) Appointed as a director of the Corporation on November 13, 2020.

Directors and Officers Liability Insurance

Directors and officers liability insurance was purchased on October 12, 2018 at the Corporation's expense for the protection of all the directors and officers against liability incurred by them in their capacities as directors and officers of the Corporation and the Corporation's past and present subsidiaries.

STATEMENT OF CORPORATE GOVERNANCE

Under the Canadian Securities Administrators' National Instrument 58-101 – *Disclosure of Corporate Governance Practices* ("**NI 58-101**"), the Corporation is required to disclose certain information relating to its corporate governance practices. This information is set forth below.

Board of Directors

The Corporation has determined that five of the eight current directors, are "independent", within the meaning of NI 58-101. The five independent directors of the Corporation are Mr. Turman, Mr. McRae, Mr. Kie, Mr. Anmol Sidhu and Mr. Kunkel. Each of Mr. Kiran Sidhu, who serves as Chief Executive Officer of the Corporation, Mr. van den Berg, who serves as Chief Financial Officer of the Corporation and Ms. Mojela who serves as Executive Chairman of Bophelo prior to the Business Combination, are not considered to be independent.

Meetings of Independent Directors

The Board believes that, given its size and structure, it is able to facilitate independent judgment in carrying out its responsibilities. However, to further enhance such independent judgment, the independent directors may meet in the absence of senior executive officers or any non-independent directors.

Chair of the Board

Ms. Mojela serves as Chair of the Board (the "**Chair**") and is not considered independent. The primary functions of the Chair are to facilitate the operations and deliberations of the Board and the satisfaction of the Board's responsibilities under its mandate. The Chair's key responsibilities include duties relating to

setting Board meeting agendas, chairing Board and Shareholder meetings, director development, providing input on potential director candidates and communicating with Shareholders and regulators.

Attendance

The attendance record of each director for all board meetings held since the beginning of the Corporation's most recently completed financial year is set out below:

Director	Board Meetings Attended	Audit Committee Meetings Attended	Compensation Committee Meetings Attended	Nomination & Corporate Governance Committee Meetings Attended
Fred Leigh ⁽¹⁾	N/A	N/A	N/A	N/A
Peter McRae	9/9	3/3	5/6	1/1
Kiran Sidhu	9/9	N/A	N/A	N/A
Philip van den Berg ⁽²⁾	1/9	N/A	N/A	N/A
Andreas Met ⁽³⁾	7/9	N/A	N/A	N/A
Andrew Turman	9/9	3/3	6/6	1/1
Louisa Mojela ⁽⁴⁾	9/9	N/A	N/A	N/A
Charles Kie ⁽⁵⁾	9/9	3/3	6/6	1/1
Anmol Sidhu ⁽⁶⁾	9/9	N/A	N/A	N/A
Ryan Kunkel ⁽⁷⁾	3/9	N/A	N/A	N/A

Notes:

- (1) Ceased to be a director of the Corporation on November 5, 2020.
- (2) Ceased to be a director of the Corporation on July 17, 2020. Re-appointed as a director of the Corporation on April 9, 2021.
- (3) Ceased to be a director of the Corporation on April 9, 2021.
- (4) Appointed as a director of the Corporation on July 17, 2020.
- (5) Elected as a director of the Corporation at the shareholders' meeting of the Corporation held on October 21, 2020.
- (6) Appointed as a director of the Corporation on November 13, 2020.
- (6) Appointed as a director of the Corporation on April 15, 2021.

Directorships

The following directors of the Corporation currently serve on the board of directors of other issuers that are reporting issuers (or the equivalent) which are set out below:

Name	Name of Other Reporting Issuer	Name of Exchange
Peter McRae	Range Energy Resources. Eco Oro Minerals Corp. Spacefy Inc.	CSE CSE CSE
Kiran Sidhu	Peakbire Logic Inc	CSE

Board Mandate

The Board has a written mandate (the "**Board Mandate**") which is attached hereto as Appendix "B".

Position Descriptions

The Board has a formal written position description in place for the Chair of the Board and the Chair of each committee of the Board, which is available on the Corporation's website at www.haloco.com. In addition, each of the Audit Committee, the Nomination & Corporate Governance Committee and the Compensation Committee have a formal Charter which includes the role and responsibilities of each respective Committee. Copies of the Audit Committee, Nomination & Corporate Governance Committee and Compensation Committee Charters are available on the Corporation's website at www.haloco.com. The Board has a written position description for the CEO, a copy of which is available on the Corporation's website at www.haloco.com.

Orientation and Continuing Education

Immediately following appointment, new directors of the Corporation are provided with historic information, current strategic plans for the Corporation and materials summarizing issues relating to the Corporation. New directors are also briefed by the Chief Executive Officer of the Corporation, by the Chief Financial Officer of the Corporation and by the Chair of the committees of the Board to which they are appointed, if any. In addition, the Corporation will make available any documents or personnel as may be requested by a new director in order to assist with the orientation and onboarding to the Corporation's Board.

Although the Corporation has not adopted formal policies respecting continuing education for Board members, new directors are encouraged to communicate with the Corporation's management, legal counsel, auditors and consultants, to keep themselves current with industry trends and developments and changes in legislation with management's assistance, and to attend related industry seminars and visit the Corporation's operations. In addition, the Board and its committees receive periodic reports from management and external advisors as to new developments in regard to corporate governance, industry trends, changes in legislation and other issues affecting the Corporation.

Ethical Business Conduct

The Board has adopted a Code of Business Conduct for directors, officers and employees (the "**Code**"). The Code is incorporated by reference into, and forms an integral part of, this Information Circular. The Code has been filed on and is accessible through SEDAR at www.sedar.com and is also available on the Corporation's website at www.haloco.com. The Corporation will, upon request at info@haloco.com, provide a copy of the Code free of charge to any Shareholder. Further, the Board has adopted an Insider Trading Policy (the "**Policy**"). The Corporation will, upon request at info@haloco.com, provide a copy of the Policy free of charge to any Shareholder.

The Board expects its directors, officers and employees to act ethically at all times and to acknowledge their adherence to the policies comprising the Code. Any material issues regarding compliance with the Code are required to be brought forward by management to the Board or appropriate Board committees, or are referred to the executive officers of the Corporation, as may be appropriate in the circumstances. The Board and/or appropriate committee or executive officers determine what remedial steps, if any, are required. Any waivers from the Code that are granted for the benefit of a director or executive officer may

be granted only by the Board (or a committee thereof as designated by the Board). No waiver has ever been granted under the Code.

Each director of the Corporation must disclose all actual or potential conflicts of interest and refrain from voting on matters in which such director has a conflict of interest. In addition, the director must excuse himself or herself from any discussion or decision on any matter in which the director is precluded from voting as a result of a conflict of interest.

Nomination & Corporate Governance Committee

The Board has a Nomination & Corporate Governance Committee which oversees the nomination of directors. The Nomination & Corporate Governance Committee is currently comprised of Andrew Turman, Charles Kie (Chair) and Peter McRae. All of the members of the Nomination & Corporate Governance Committee are considered to be independent.

The Nomination & Corporate Governance Committee has the responsibility of assisting the Board in fulfilling its responsibilities relating to matters of director nominations process and procedures and developing and maintaining the Corporation's corporate governance policies, including diversity. In addition, the Nomination & Corporate Governance Committee has the following powers and responsibilities, among others: determine the qualifications, qualities, skills and other expertise required to be a director of the Corporation; develop, and recommend to the Board for its approval, criteria to be considered in selecting nominees for director; identify and screen individuals qualified to become members of the Board and make recommendations to the Board; consider any director candidates recommended by the Corporation's shareholders under the procedures set forth in the Act and the Corporation's by-laws and described in the Corporation's management information circular; oversee the Corporation's corporate governance practices and procedures, including identifying best practices and reviewing and recommending to the Board for approval any changes to the documents, policies and procedures in the Corporation's corporate governance framework, including its articles of continuance and by-laws; review and discuss with management disclosure of the Corporation's corporate governance practices, including information regarding the operations of the Nomination & Corporate Governance Committee and other Board committees, director independence and the director nominations process; and recommend that this disclosure be included in the Corporation's management information circular; develop, subject to approval by the Board, a process for an annual assessment of effectiveness of the Board and its committees; and oversee the conduct of this annual assessment; review the Board's committee structure and composition; and make recommendations to the Board regarding the appointment of directors to serve as members of each committee and committee chair annually; identify and make recommendations to the Board regarding the selection and approval of candidates to fill vacancies either by election by shareholders or appointment by the Board; develop and oversee a Corporation orientation program for new directors and a continuing education program for current directors; and periodically review these programs and update them as necessary; develop and recommend to the Board for approval director independence standards in addition to those required by applicable securities laws and stock exchange requirements; and evaluate the independence of each director at least annually; monitor compliance with the Code; investigate any alleged breach or violation of the Code; enforce the provisions of the Code; and review the Code periodically and recommend any changes to the Board; develop and recommend to the Board for approval a CEO succession plan; develop and evaluate potential candidates for executive positions; and recommend to the Board any changes to, and any candidates for succession under, the succession plan; and review any director resignation letter tendered and evaluate and recommend to the Board whether such resignation should be accepted in accordance with the Corporation's director majority voting policy.

Compensation Committee

The Board has a Compensation Committee which oversees the determination of the compensation for the Corporation's directors and officers. The Compensation Committee is currently comprised of Andrew Turman (Chair), Charles Kie and Peter McRae. All of the members of the Compensation Committee are considered to be independent.

The Compensation Committee has the responsibility of assisting the Board in fulfilling its responsibilities relating to matters of human resources and compensation, including equity compensation. In addition, the Compensation Committee is to review the Corporation's annual disclosure regarding executive compensation for inclusion where appropriate in the Corporation's disclosure documents. Lastly, the Compensation Committee oversees the hiring of senior management recruited from outside the Corporation, as well as the promotion of senior management within the Corporation.

Audit Committee

The Board has an Audit Committee which assists the Board in fulfilling its responsibilities for oversight of financial and accounting matters. The Audit Committee reviews the financial reports and other financial information provided by the Corporation to regulatory authorities and its shareholders and reviews the Corporation's system of internal controls regarding finance and accounting including auditing, accounting and financial reporting processes. The Audit Committee is currently comprised of Andrew Turman, Charles Kie and Peter McRae (Chair). All of the members of the Audit Committee are considered to be independent.

The Audit Committee's principal duties and responsibilities include assisting the Board in discharging the oversight of: (i) the integrity of the Corporation's consolidated financial statements and accounting and financial processes and the audits of the Corporation's consolidated financial statements; (ii) compliance with legal and regulatory requirements; (iii) external auditors' qualifications and independence; (iv) the work and performance of financial management and external auditors; and (v) system of disclosure controls and procedures and system of internal controls regarding finance, accounting, legal compliance, and risk management established by management and the Board. The Audit Committee has access to all books, records, facilities and personnel and may request any information about the Corporation as it may deem appropriate. The Audit Committee also has the authority to retain and compensate special legal, accounting, financial and other consultants or advisors to advise the Audit Committee.

The information required by Form 52-110F1 of National Instrument 52-110 – *Audit Committees*, including information regarding the fees billed to the Corporation by the auditors of the Corporation, is contained in the annual information form of the Corporation for the year ended December 31, 2020, under the heading "*Audit Committee Disclosure*", an electronic copy of which is available on the Corporation's SEDAR profile at www.sedar.com.

Assessments

Based upon the Corporation's size, its current state of development and the number of individuals on the Board, the Board considers a formal process for assessing the effectiveness and contribution of the Board as a whole, its committees or individual directors to be unnecessary at this time. In light of the fact that the Board and its committees meet on several occasions each year, each director has regular opportunities to assess the Board as a whole, its committees and other directors in relation to the Board's and such director's assessment of the competencies and skills that the Board and its committees should possess. The Board

plans to continue to evaluate its own effectiveness and the effectiveness of its committees and individual directors in such manner.

Director Term Limits

The Corporation has not adopted a policy which imposes term limits for directors. The Corporation believes that it is crucial that directors understand its industry and its business and this requires a certain length of tenure on the Board. Long-term directors accumulate extensive company knowledge while new directors bring new experience and perspectives to the Board. It is important to achieve an appropriate balance of both to ensure an effective Board.

Policies Regarding the Representation of Women on the Board and Executive Management and the Consideration of the Representation of Women in the Director Identification and Selection Process and Executive Officer Appointments

The Board does not currently have a formal policy with regard to the consideration of diversity in identifying director or executive nominees or a written policy relating to the identification and nomination of women directors or executives. The Corporation has not yet adopted such formal policies on diversity but regularly considers diversity (including the representation of women on the Board) as one of a number of relevant factors when considering potential new nominees. The Corporation recognizes the potential benefit of diversity in leadership positions, including with respect to its Board and executive officer positions, but feels a formal policy is unnecessary for the size of the Corporation.

Targets Regarding the Representation of Women on the Board and in Executive Officer Positions

At this time the Corporation has not adopted a target regarding the representation of women on the Board or in executive officer positions. The Corporation does not adopt targets because the Corporation is of the view that its current practice of considering diversity as a factor in selecting candidates as potential directors or executive officers permits the Corporation to balance the benefit of diversity with other relevant considerations.

Number of Women on the Board and in Executive Positions

The Corporation currently has one woman on the Board. The Corporation currently has one woman in an executive officer role.

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

Other than as set forth herein, management of the Corporation is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, of each person who has been a director or executive officer of the Corporation at any time since the beginning of the Corporation's last financial year, any proposed nominee for election as a director, or of any associate or affiliate of any such persons, in any matter to be acted upon at the Meeting other than the election of directors and the approval of the Equity Incentive Plan. Certain directors and officers of the Corporation, and their affiliates, own or control, directly or indirectly, Common Shares. See "*Particulars of Matters to be Acted Upon – Election of Directors*".

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as described herein, to the knowledge of the Corporation, no "informed person," proposed director, or any associate or affiliate of any of these persons, has any material interest, direct or indirect, in any transaction since January 1, 2020 or in any proposed transaction that has materially affected or would materially affect the Corporation or any of its subsidiaries. An "informed person" means, among others, (i) a director or executive officer of the Corporation or of a subsidiary of the Corporation, (ii) any person or company who beneficially owns, or controls or directs, directly or indirectly, voting securities of the Corporation or a combination of both carrying more than 10% of the voting rights attached to all outstanding voting securities of the Corporation other than voting securities held by the person or company as underwriter in the course of a distribution; and (iii) a reporting issuer that has purchased, redeemed, or otherwise acquired any of its securities, for so long as it holds any of its securities.

On February 19, 2021, the Corporation announced the closing of an overnight marketed public offering (the "**Second February Offering**") of units of the Corporation (the "**Second February Units**") for aggregate gross proceeds of \$11,500,029. Peter McRae, a director of the Corporation, subscribed for 91,500 Second February Units in connection with the Second February Offering. Further information about the Second February Offering can be found in the Corporation's press releases dated February 12, 2021 and February 19, 2021 and the Corporation's material change report dated February 22, 2021, copies of which have been filed under the Corporation's profile on SEDAR at www.sedar.com and which will be provided free of charge to a securityholder of the Corporation upon request.

On August 19, 2020, the Corporation announced that it had acquired all of the issued and outstanding shares in the capital of Ukiah Ventures Inc. ("**Ukiah**") that it did not already own for aggregate consideration of 71,881,607 Common Shares (the "**Ukiah Transaction**"), as further described and pursuant to a share exchange agreement, dated August 5, 2020, among the Corporation, Ukiah, the shareholders of Ukiah, the holder of the outstanding warrants of Ukiah and Origins-Cali, Inc. Philip van den Berg, Chief Financial Officer and a director of the Corporation, and Andrew Turman, a director of the Corporation, were shareholders of Ukiah and received 581,395 Common Shares and 287,791 Common Shares pursuant to the Ukiah Transaction, respectively. Further information about the Ukiah Transaction can be found in the Corporation's press release dated August 19, 2020, the Corporation's material change report dated August 19, 2020 and the Corporation's final short form base shelf prospectus dated September 2, 2020, copies of which have been filed under the Corporation's profile on SEDAR at www.sedar.com and which will be provided free of charge to a securityholder of the Corporation upon request.

On July 17, 2020, the Corporation announced that it had acquired all of the issued and outstanding shares of Bophelo. Following the acquisition, the Corporation owns 45% of the issued and outstanding shares of Bophelo directly and 100% of the issued and outstanding shares of Middleton Gardens Ltd. (which owns the remaining 55% of the issued and outstanding shares of Bophelo) (the "**Bophelo Transaction**"). As consideration for all of the issued and outstanding shares of Bophelo, the Corporation issued an aggregate of 43,712,667 Common Shares. Concurrently and in connection with the announcement of the acquisition of Bophelo, the Corporation announced that it had entered into an agreement pursuant to which it acquired certain debt obligations of Middleton Gardens Ltd. Pursuant to the terms of the debt purchase agreement, the Corporation acquired such debt in exchange for the issuance of 28,586,807 Common Shares. Louisa Mojela, who would now be considered an informed person of the Corporation, had a material interest in the Bophelo Acquisition due to her position as a shareholder of Boiketlo Biomed (Pty) Ltd. (which was a shareholder of Bophelo). In connection with the Bophelo Transaction, Ms. Mojela received an aggregate of 15,038,864 Common Shares, which are held indirectly through Boiketlo Biomed (Pty) Ltd. Further information about the Bophelo Acquisition can be found in the Corporation's press release dated July 17,

2020 and the Corporation's final short form base shelf prospectus dated September 2, 2020, copies of which have been filed under the Corporation's profile on SEDAR at www.sedar.com and which will be provided free of charge to a securityholder of the Corporation upon request.

ADDITIONAL INFORMATION

Financial information is provided in the Financial Statements and management's discussion and analysis of the results thereon. Shareholders wishing to receive a copy of such materials should email a request to the Corporation at info@haloco.com, Attention: Financial Reporting.

Additional information relating to the Corporation is also available free of charge on SEDAR at www.sedar.com.

APPENDIX "A"

Equity Incentive Plan

(see attached)

HALO COLLECTIVE INC.

OMNIBUS INCENTIVE PLAN

Section 1. Purpose.

The purpose of the Halo Collective Inc. Omnibus Incentive Plan is to attract, retain and reward those employees, directors and other individuals who are expected to contribute significantly to the success of the Corporation and its Affiliates, to incentivize such individuals to perform at the highest level, to strengthen the mutuality of interests between such individuals and the Corporation's shareholders and, in general, to further the best interests of the Corporation and its shareholders. The Plan is intended to comply with Section 422 of the Code (as defined below), with respect to the U.S. employees participating in the Plan, if and when applicable.

Section 2. Definition.

As used in the Plan, the following terms shall have the meanings set forth below:

- (a) **"Affiliate"** means: (i) any entity that, directly or indirectly, controls (as well as is controlled by or under common or joint control with) the Corporation; or (ii) any entity in which the Corporation has a significant equity interest, in either case as determined by the Committee; provided that, unless otherwise determined by the Committee, the Shares subject to any Options or SAR that are granted to a service provider of an Affiliate constitutes "service recipient stock" for purposes of Section 409A of the Code or otherwise does not subject the Award to the excise tax under Section 409A of the Code, provided that in respect of any Option granted to a Canadian Grantee, an Affiliate shall only include a corporation that deals at non-arm's length, within the meaning of the ITA, with the Corporation, and further provided that, in respect of any Deferred Stock Unit granted to a Canadian Grantee, an Affiliate shall only include a corporation that is related to the Corporation, within the meaning of the ITA.
- (b) **"Award"** means any Option, Stock Appreciation Right, Restricted Stock, Restricted Stock Unit, Deferred Stock Unit, or Other Stock-Based Award granted under the Plan, which may be denominated or settled in Shares, cash or in such other forms as provided for herein.
- (c) **"Award Agreement"** means the agreement (whether in written or electronic form) or other instrument or document evidencing any Award granted under the Plan, which may, but need not, be executed or acknowledged by a Participant.
- (d) **"Beneficiary"** means a person or persons entitled to receive payments or other benefits or exercise rights that are available under the Plan in the event of the Participant's death. If no such person is named by a Participant, such individual's Beneficiary shall be the individual's estate.
- (e) **"Blackout Period"** means a period when the Participant is prohibited from trading in the Corporation's securities pursuant to securities regulatory requirements or the Corporation's insider trading policy or other applicable policy or requirement of the Corporation.
- (f) **"Board"** means the board of directors of the Corporation.

- (g) **"Canadian Award"** means an Award pursuant to which, as applicable: (i) the exercise price is stated and payable in Canadian dollars or the basis upon which it is to be settled (whether in cash or in Shares) is stated in Canadian dollars; (ii) in the case of freestanding SARs (as defined below), the base price is stated in Canadian dollars and any cash amount payable in settlement thereof shall be paid in Canadian dollars; (iii) in the case of Restricted Share Units, any cash amount payable in settlement thereof shall be paid in Canadian dollars; or (iv) in the case of Other Stock-Based Awards the price or value of such Shares is stated in Canadian dollars.
- (h) **"Canadian Grantee"** means a Participant who is a resident of Canada for the purposes of the ITA, or who is granted an Award under the Plan in respect of services performed in Canada for the Corporation or any of its Affiliates.
- (i) **"Canadian Participant"** means a Canadian recipient of an Award granted under the Plan.
- (j) **"Cashless Exercise"** shall have the meaning set out in Section 6(e) hereof.
- (k) **"Change in Control"** means the occurrence of:
 - i. any individual, entity or group of individuals or entities acting jointly or in concert (other than the Corporation, its Affiliates or an employee benefit plan or trust maintained by the Corporation or its Affiliates, or any company owned, directly or indirectly, by the shareholders of the Corporation in substantially the same proportions as their ownership of Shares of the Corporation) acquiring beneficial ownership, directly or indirectly, of more than 50% of the combined voting power of the Corporation's then outstanding securities (excluding any "person" who becomes such a beneficial owner in connection with a transaction described in paragraph (ii) below);
 - ii. the consummation of a merger or consolidation of the Corporation or any direct or indirect Subsidiary of the Corporation with any other corporation, other than a merger or consolidation which would result in the voting securities of the Corporation outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or being converted into voting securities of the surviving entity or any parent thereof) more than 30% of the combined voting power or the total fair market value of the securities of the Corporation or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation; provided, however, that a merger or consolidation effected to implement a recapitalization of the Corporation (or similar transaction) in which no person (other than those covered by the exceptions in paragraph (i) of this definition) acquires more than 50% of the combined voting power of the Corporation's then outstanding securities shall not constitute a Change in Control of the Corporation; or
 - iii. a complete liquidation or dissolution of the Corporation or the consummation of any sale, lease, exchange or other transfer (in one transaction or a series of transactions) of all or substantially all of the assets of the Corporation; other than such liquidation, sale or disposition to a person or persons who beneficially own, directly or indirectly, more than 30% of the combined voting power of the outstanding voting securities of the Corporation at the time of the sale.

- Notwithstanding the foregoing, with respect to any Award that is characterized as “nonqualified deferred compensation” within the meaning of Section 409A of the Code, an event shall not be considered to be a Change in Control under the Plan for purposes of payment of such Award unless such event is also a “change in ownership,” a “change in effective control” or a “change in the ownership of a substantial portion of the assets” of the Corporation within the meaning of Section 409A of the Code.
- (l) **“Code”** means the U.S. Internal Revenue Code of 1986, as amended from time to time. Any reference to any section of the Code shall also be a reference to any successor provision and any treasury regulation promulgated thereunder.
- (m) **“Committee”** means the Corporation’s Compensation and Governance Committee appointed by the Board or such other committee as may be designated by the Board to administer the Plan. If the Board does not designate the Committee, references herein to the “Committee” shall refer to the Board.
- (n) **“Consultant”** means a consultant as defined in section 2.22 of *National Instrument 45-106 Prospectus Exemptions* engaged by the Corporation or its Affiliates and shall only include those persons who may participate in an “Employee Benefit Plan” as set forth in Rule 405 of the U.S. Securities Act.
- (o) **“Corporation”** means Halo Collective Inc.
- (p) **“Deferred Stock Unit”** means a contractual right to receive Shares or other Awards or a combination thereof at the end of a specified deferral period, granted under Section 9.
- (q) **“Dividend Equivalent”** means a right, granted to a Participant under the Plan, to receive cash, shares, other Awards or other property equal in value to dividends paid with respect to Shares.
- (r) **“Effective Date”** means August 15, 2018.
- (s) **“Employee”** means an employee as defined in section 2.22 of *National Instrument 45-106 Prospectus Exemptions* engaged by the Corporation or its Affiliates and shall only include those persons who may participate in an “Employee Benefit Plan” as set forth in Rule 405 of the U.S. Securities Act.
- (t) **“Fair Market Value”** means, for purposes of the Plan, unless otherwise required by any applicable provision of the Code, any regulations issued thereunder or other applicable law or by any applicable accounting standard for the Corporation’s desired accounting for Awards or by the rules of the applicable Stock Exchange, a price that is determined by the Committee, provided that such price cannot be less than:
 - (i) For Canadian Awards, as long as Shares are listed on the NEO, the greater of the volume weighted average trading price of the Shares on the NEO for the five trading days immediately prior to the grant date or the closing price of the Shares on the NEO on the trading day immediately prior to the grant date.
 - (ii) For U.S. Awards, if the Shares are listed on a U.S. Exchange, the greater of the volume weighted average trading price of the Shares on the U.S. Exchange for the five trading

days immediately prior to the grant date or the closing price of the Shares on the U.S. Exchange on the trading day immediately prior to the grant date.

- (iii) Unless prohibited by applicable law or rules of a Stock Exchange, Canadian Awards or U.S. Awards may be made to a Participant without regard to such Participant's domicile or residence for tax purposes. Thus, for example, U.S. taxpayers that are Participants may receive Canadian Awards. The Corporation may take such actions with respect to its filings, records and reporting, as it deems appropriate to reflect the conversion of Awards from Canadian dollars to U.S. dollars and vice versa.
- (iv) If the Shares are not traded, listed or otherwise reported or quoted, the Committee shall determine in good faith the Fair Market Value in whatever manner it considers appropriate taking into account the requirements of the ITA, Section 409A of the Code and any other applicable law.
- (v) For purposes of the grant of any Award, the applicable date shall be the date on which the Award is granted. For purposes of the exercise of any Award, the applicable date shall be the date a notice of exercise is received by the Committee or its designee, as applicable, or, if not a day on which the applicable market is open, the next day that it is open. In the event that the Committee determines that the date of grant of an Award shall be a future date because the Corporation is in a Blackout Period, the applicable date shall be deemed to occur on the seventh day following the termination of the Blackout Period and the Fair Market Value shall be the closing price of the Shares on the NEO on the trading day immediately prior to the grant date. In the event an additional Blackout Period commences such that six consecutive trading days (excluding weekends and statutory holidays) do not elapse following the expiry of the initial Blackout Period, the applicable date and market price shall be determined by reference to the seventh consecutive trading day following the expiry of the subsequent Blackout Period.
- (u) **"Incentive Stock Option"** means an option representing the right to purchase Shares from the Corporation, granted under and in accordance with the terms of Section 6, that is intended to be and is designated as an "Incentive Stock Option" within the meaning of Section 422 of the Code.
- (v) **"ITA"** means the *Income Tax Act* (Canada) and any regulations thereunder as amended from time to time.
- (w) **"NEO"** means the Aequitas NEO Exchange Inc. and at any time the Shares are not listed and posted for trading on the NEO, shall be deemed to mean such other stock exchange or trading platform in Canada upon which the Shares trade and which has been designated by the Committee.
- (x) **"Non-Employee Director"** means an individual who is a member of the Board but who is not otherwise an Employee or a Consultant of the Corporation or of any Affiliate at the date an Award is granted.
- (y) **"Non-Qualified Stock Option"** means an option representing the right to purchase Shares from the Corporation, granted under and in accordance with the terms of Section 6, that is not an Incentive Stock Option.
- (z) **"Option"** means an Incentive Stock Option or a Non-Qualified Stock Option.

- (aa) **"Other Stock-Based Award"** means an Award granted pursuant to Section 10 of the Plan.
- (bb) **"Participant"** means the recipient of an Award granted under the Plan.
- (cc) **"Plan"** means this Halo Collective Inc. Omnibus Incentive Plan, as the same may be amended or supplemented from time to time.
- (dd) **"Prior Plan"** means the Corporation's stock option plan as it existed prior to the Effective Date.
- (ee) **"Restricted Stock"** means any Share granted under Section 8.
- (ff) **"Restricted Stock Unit"** means a contractual right granted under Section 8 that is denominated in Shares. Each Restricted Stock Unit represents a right to receive one Share or the value of one Share upon the terms and conditions set forth in the Plan and the applicable Award Agreement.
- (gg) **"SAR" or "Stock Appreciation Right"** means any right granted to a Participant pursuant to Section 7 to receive, upon exercise by the Participant, the excess of (i) the Fair Market Value of one Share on the date of exercise over (ii) the grant price of the right on the date of grant, or if granted in connection with an outstanding Option on the date of grant of the related Option, as specified by the Committee in its sole discretion, which, except in the case of Substitute Awards, shall not be less than the Fair Market Value of one Share on such date of grant of the right or the related Option, as the case may be.
- (hh) **"Service"** means the active performance of services for the Corporation or an Affiliate by a person who is an employee or director of the Corporation or an Affiliate. Notwithstanding the foregoing, with respect to any Award that is characterized as "nonqualified deferred compensation" within the meaning of Section 409A of the Code, an event shall not be considered to be a termination of "Service" under the Plan for purposes of payment of such Award unless such event is also a "separation from service" within the meaning of Section 409A of the Code.
- (ii) **"Shares"** means the common shares in the capital of the Corporation.
- (jj) **"Stock Exchange"** means the Aequitas NEO Exchange Inc. and the U.S. Exchange (as applicable).
- (kk) **"Subsidiary"** means any corporation of which shares representing at least 50% of the ordinary voting power is owned, directly or indirectly, by the Corporation.
- (ll) **"Substitute Awards"** means Awards granted in assumption of, or in substitution for, outstanding awards previously granted by a company acquired by the Corporation or with which the Corporation combines.
- (mm) **"Transfer"** means: (i) when used as a noun, any direct or indirect transfer, sale, assignment, pledge, hypothecation, encumbrance or other disposition (including the issuance of equity in any entity), whether for value or no value and whether voluntary or involuntary (including by operation of law), and (ii) when used as a verb, to directly or indirectly transfer, sell, assign, pledge, encumber, charge, hypothecate or otherwise dispose of (including the issuance of equity in any entity) whether for value or for no value and whether voluntarily or involuntarily (including by operation of law). "Transferred" and "Transferable" shall have a correlative meaning.

- (nn) **“U.S. Award”** means an Award pursuant to which, as applicable: (i) in the case of Options (including tandem SARs (as defined below)), the exercise price is stated and payable in United States dollars (and in the case of tandem SARs, any cash amount payable in settlement thereof shall be paid in United States dollars), (ii) in the case of freestanding SARs (as defined below), the base price is stated in United States dollars and any cash amount payable in settlement thereof shall be paid in United States dollars; (iii) in the case of Restricted Share Units or Deferred Stock Units, any cash amount payable in settlement thereof shall be paid in United States dollars; or (iv) in the case of Other Stock-Based Awards the price or value of such Shares is stated in United States dollars.
- (oo) **“U.S. Exchange”** means such national securities exchange or trading system on which the Corporation’s shares are listed in the United States.
- (pp) **“U.S. Participant”** means an American recipient of an Award granted under the Plan.
- (qq) **“U.S. Securities Act”** means the United States Securities Act of 1933, as amended.

Section 3. Eligibility.

- (a) Any employee, officer, director, Consultant or, subject to applicable securities laws, other advisor of, or any other individual who provides services to, the Corporation or any Affiliate, shall be eligible to be selected to receive an Award under the Plan. All Awards shall be granted by an Award Agreement. Notwithstanding the foregoing, only eligible employees of the Corporation, its Subsidiaries and its parent (as determined in accordance with Section 422(b) of the Code in the case of US employees) are eligible to be granted Incentive Stock Options under the Plan. Eligibility for the grant of Awards and actual participation in the Plan shall be determined by the Committee in its sole discretion.
- (b) An individual who has agreed to accept employment by the Corporation or an Affiliate shall be deemed to be eligible for Awards hereunder as of the date of such acceptance; provided that vesting and exercise of Awards granted to such individual are conditioned upon such individual actually becoming an employee of the Corporation or an Affiliate.
- (c) Holders of options and other types of incentive awards granted by a company acquired by the Corporation or with which the Corporation combines are eligible for grant of Substitute Awards hereunder.

Section 4. Administration.

- (a) The Plan shall be administered by the Committee. Subject to Section 14, the Committee shall have the authority to adopt, alter and repeal such administrative rules, guidelines and practices governing the Plan and perform all acts, including the delegation of its responsibilities (to the extent permitted by applicable law and applicable Stock Exchange rules), as it shall, from time to time, deem advisable; to construe and interpret the terms and provisions of the Plan and any Award issued under the Plan (and any agreements relating thereto); and to otherwise supervise the administration of the Plan. The Committee may correct any defect, supply any omission or reconcile any inconsistency in the Plan or in any agreement relating thereto in the manner and to the extent it shall deem necessary to effectuate the purpose and intent of the Plan. The Committee may adopt special guidelines and provisions for persons who are residing in or employed in, or subject to, the

taxes of, any domestic or foreign jurisdictions to comply with applicable tax and securities laws of such domestic or foreign jurisdictions.

- (b) Subject to the terms of the Plan and applicable law and the rules of the Stock Exchange that the Shares are listed at the relevant time and in addition to those authorities provided in Section 4(a), the Committee (or its delegate) shall have full power and authority to: (i) designate Participants; (ii) determine the type or types of Awards (including Substitute Awards) to be granted to each Participant under the Plan; (iii) determine the number of Shares to be covered by (or with respect to which payments, rights, or other matters are to be calculated in connection with) Awards, including whether an Award shall be a Canadian Award or a U.S. Award; (iv) authorize and approve the applicable form and determine the terms and conditions, not inconsistent with the terms of the Plan, of any Award granted hereunder (including, but not limited to, the exercise or purchase price (if any), any restriction or limitation, any vesting schedule or acceleration thereof, or any forfeiture restrictions or waiver thereof, regarding any Award and the Shares relating thereto, based on such factors, if any, as the Committee shall determine, in its sole discretion); (v) determine whether, to what extent, and under what circumstances Awards may be settled or exercised in cash, Shares, other securities, or other Awards, or canceled, forfeited or suspended, and the method or methods by which Awards may be settled, exercised, canceled, forfeited or suspended; (vi) determine whether, to what extent, and under what circumstances cash, Shares, other securities, other Awards, and other amounts payable with respect to an Award under the Plan shall be deferred either automatically or at the election of the holder thereof or of the Committee, taking into consideration the requirements of Section 409A of the Code; (vii) determine whether to require a Participant, as a condition of the granting of any Award, to not sell or otherwise dispose of shares acquired pursuant to the exercise of an Award for a period of time as determined by the Committee, in its sole discretion, following the date of the acquisition of such Award; (viii) to determine whether an Option is an Incentive Stock Option or Non-Qualified Option; (ix) interpret and administer the Plan and any instrument or agreement relating to, or Award made under, the Plan; (x) establish, amend, suspend or waive such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Plan; (xi) to permit accelerated vesting or lapse of restrictions of any Award at any time; and (xii) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan.
- (c) All decisions of the Committee shall be final, conclusive and binding upon all parties, including the Corporation, the shareholders and the Participants.
- (d) Notwithstanding the foregoing, the Committee shall not have any discretion under this Section 4 or any other provision of the Plan that would modify the terms or conditions of any (i) any other Award that is intended to be exempt from the definition of "salary deferral arrangement" in the ITA if the exercise of such discretion would cause the Award to not be or cease to be exempt; or (ii) any Option granted to a Canadian Grantee if the exercise of such discretion would cause the Option to not be or cease to be governed by section 7 of the ITA. The Committee will also exercise its discretion in good faith in accordance with the Corporation's intention that the terms of Awards and the modifications or waivers permitted hereby are in compliance with applicable law and the rule of the Stock Exchange.
- (e) No member of the Committee or the Board generally shall be liable for any action or determination made in good faith pursuant to the Plan or any instrument of grant evidencing any Award granted under the Plan. To the fullest extent permitted by law, the Corporation shall indemnify and save harmless, and shall advance and reimburse the expenses of, each person made, or threatened to

be made, a party to any action or proceeding in respect of the Plan by reason of the fact that such person is or was a member of the Committee or is or was a member of the Board in respect of any claim, loss, damage or expense (including legal fees) arising therefrom.

Section 5. Shares Available for Awards; Per Person Limitations.

- (a) Subject to adjustment as provided below, the maximum number of Shares available for issuance under the Plan shall not exceed 10% of the issued and outstanding Shares from time-to-time when taken together with all other Security Based Compensation Arrangements of the Corporation; provided that all Shares reserved and available under the Plan shall constitute the maximum number of Shares that can be issued for Incentive Stock Options. Every three years after the Effective Date of the Plan, all unallocated Awards under the Plan shall be submitted for approval to the Board and the shareholders of the Corporation. With respect to Stock Appreciation Rights settled in Shares, upon settlement, only the number of Shares delivered to a Participant (based on the difference between the Fair Market Value of the Shares subject to such Stock Appreciation Right on the date such Stock Appreciation Right is exercised and the exercise price of each Stock Appreciation Right on the date such Stock Appreciation Right was awarded) shall count against the aggregate and individual share limitations set forth under this Section 5. If any Option, Stock Appreciation Right or Other Stock-Based Awards granted under the Plan expires, terminates or is canceled for any reason without having been exercised in full, the number of Shares underlying any unexercised Award shall again be available for the purpose of Awards under the Plan. If any shares of Restricted Stock or Other Stock-Based Awards denominated in Shares awarded under the Plan to a Participant are forfeited for any reason, the number of forfeited shares of Restricted Stock or Other Stock-Based Awards denominated in Shares shall again be available for purposes of Awards under the Plan. Any Award under the Plan settled in cash shall not be counted against the foregoing maximum share limitations. On exercise of any Option, Stock Appreciation Right or Other Stock-Based Awards granted under the Plan, the number of Shares underlying such Award shall again be available for the purpose of Awards under the Plan. Any Shares subject to any Award or award granted under a Prior Plan that is outstanding on the date which this Plan was approved by shareholders of the Corporation (or any portion thereof) that has expired or is forfeited, surrendered, cancelled or otherwise terminated prior to, or that is otherwise settled so that there is no, issuance or transfer of such Shares shall not be counted against the foregoing maximum share limitations.
- (b) Any Shares delivered pursuant to an Award may consist, in whole or in part, of authorized and unissued Shares or Shares acquired by the Corporation.
- (c) Changes
 - (i) The existence of the Plan and the Awards granted hereunder shall not affect in any way the right or power of the Board or the shareholders of the Corporation to make or authorize (a) any adjustment, recapitalization, reorganization or other change in the Corporation's capital structure or its business, (b) any arrangement, merger or consolidation of the Corporation or any Affiliate, (c) any issuance of bonds, debentures, preferred or prior preference stock ahead of or affecting the Shares (d) the dissolution or liquidation of the Corporation or any Affiliate, (e) any sale or transfer of all or part of the assets or business of the Corporation or any Affiliate or (f) any other corporate act or proceeding.

- (ii) If there shall occur any such change in the capital structure of the Corporation by reason of any stock split, reverse stock split, stock dividend, extraordinary dividend, subdivision, combination or reclassification of shares that may be issued under the Plan, any recapitalization, any arrangement, any merger, any consolidation, any spin off, any reorganization or any partial or complete liquidation, or any other corporate transaction or event having an effect similar to any of the foregoing (a “**Corporate Event**”), then (i) the aggregate number and/or kind of shares that thereafter may be issued under the Plan, (ii) the number and/or kind of shares or other property (including cash) to be issued upon exercise of an outstanding Award granted under the Plan, and/or (iii) the purchase price thereof, shall be appropriately adjusted. In addition, if there shall occur any change in the capital structure or the business of the Corporation that is not a Corporate Event (an “**Other Extraordinary Event**”), including by reason of any ordinary dividend (whether cash or stock), any conversion, any adjustment, any issuance of any class of securities convertible or exercisable into, or exercisable for, any class of stock, or any sale or transfer of all or substantially all of the Corporation's assets or business, then the Committee, in its sole discretion, may adjust any Award and make such other adjustments to the Plan. Any adjustment pursuant to this Section 5(c) shall be consistent with the applicable Corporate Event or the applicable Other Extraordinary Event, as the case may be, and in such manner as the Committee may, in its sole discretion, deem appropriate and equitable to prevent substantial dilution or enlargement of the rights granted to, or available for, Participants under the Plan. Any such adjustment determined by the Committee shall be final, binding and conclusive on the Corporation and all Participants and their respective heirs, executors, administrators, successors and permitted assigns. Except as expressly provided in this Section 5(c) or in the applicable Award Agreement, a Participant shall have no rights by reason of any Corporate Event or any Other Extraordinary Event.
- (iii) Fractional shares of Shares resulting from any adjustment in Awards pursuant to Section 5(c)(i) or Section 5(c)(ii) shall be aggregated until, and eliminated at, the time of exercise by rounding-down for fractions less than one-half and rounding-up for fractions equal to or greater than one-half. No cash settlements shall be made with respect to fractional shares eliminated by rounding. Notice of any adjustment shall be given by the Committee to each Participant whose Award has been adjusted and such adjustment (whether or not such notice is given) shall be effective and binding for all purposes of the Plan.
- (d) Shares underlying Awards that can only be settled in cash shall not reduce the number of Shares remaining available for issuance under the Plan.
- (e) Notwithstanding any provision of the Plan to the contrary, if authorized but previously unissued Shares are issued under the Plan, such shares shall not be issued for a consideration that is less than as permitted under applicable law and the rules of the Stock Exchange.
- (f) The equity value of Options granted to a Non-Employee Director, within a one-year period, pursuant to the Plan shall not exceed \$100,000; and (ii) the aggregate equity value of all awards, that are eligible to be settled in Shares granted to a Non-Employee Director, within a one-year period, pursuant to all Security Based Compensation Arrangements (including, for greater certainty, the Plan) shall not exceed \$150,000.

- (g) In the event that a Participant holds 20% or more of the issued and outstanding Shares or the settlement of an Award in Shares would cause the Participant to hold 20% or more of the issued and outstanding Shares, such Participant shall only be granted Awards that can be settled in cash.

Section 6. Options.

The Committee is hereby authorized to grant Options to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine:

- (a) The purchase price per Share under an Option shall be determined by the Committee; provided, however, that, except in the case of Substitute Awards, such purchase price shall not be less than 100% (or 110% in the case of an Incentive Stock Option granted to a person owning stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Corporation, its Subsidiaries or its parent, (determined in accordance with Section 422(b)(6)) of the Code) of the Fair Market Value of a Share on the last trading date prior to the grant of such Option. In the event that the Committee determines and has authorized the Chief Executive Officer of the Corporation to grant such Options on a future date because the Corporation is in a Blackout Period, the date of grant shall be deemed to occur on the second trading day following the termination of the Blackout Period and the Fair Market Value shall be the closing price on the trading day prior to the first business day following the date on which the relevant Blackout Period has expired, unless the relevant grant of Options occurs after the close of trading on the date of grant, in which case the Fair Market Value shall be equal to the closing price on the last trading date prior to the date of grant. In the event an additional Blackout Period commences such that two consecutive trading days (excluding weekends and statutory holidays) do not elapse following the expiry of the initial Blackout Period, the grant date and Fair Market Value shall be determined by reference to the second consecutive trading day following the expiry of the subsequent Blackout Period.
- (b) The term of each Option shall be fixed by the Committee but shall not exceed 6 years from the date of grant thereof. Except as otherwise provided by the Committee in an Award Agreement, the term of each grant of Option shall be 6 years from the date of the grant thereof. Notwithstanding the foregoing, if the term of an Option (other than an Incentive Stock Option) held by any Participant not subject to Section 409A of the Code would otherwise expire during, or within ten business days of the expiration of a Blackout Period applicable to such Participant, then the term of such Option shall be extended to the close of business on the tenth business day following the expiration of the Blackout Period.
- (c) The Committee shall determine the time or times at which an Option may be exercised in whole or in part. Except as otherwise provided by the Committee in an Award Agreement, the Options will vest and become exercisable as follows:
 - (i) as to one-third on the first anniversary of the date of the grant thereof;
 - (ii) as to one-third on the second anniversary of the date of the grant thereof; and
 - (iii) as to the final one-third on the third anniversary of the date of the grant thereof.

- (d) To the extent vested and exercisable, Options may be exercised in whole or in part at any time during the Option term, by giving written notice of exercise to the Corporation specifying the number of Shares to be purchased. Such notice shall be accompanied by payment in full of the purchase price (the “**Option Price**”) as follows: (i) by certified cheque, bank draft or money order payable to the order of the Corporation; (ii) solely to the extent permitted by applicable law, if the Shares are traded on a national securities exchange, and the Committee authorizes, through a procedure whereby the Participant delivers irrevocable instructions to a broker reasonably acceptable to the Committee to deliver promptly to the Corporation an amount equal to the purchase price; or (iii) on such other terms and conditions as may be acceptable to the Committee (including, without limitation, having the Corporation withhold Shares issuable upon exercise of the Option, or by payment in full or in part in the form of Shares owned by the Participant, based on the Fair Market Value of the Shares on the payment date as determined by the Committee). No Shares shall be issued until payment therefor, as provided herein, has been made or provided for.
- (e) Notwithstanding Section 6(d), with the approval of the Committee, in its sole and unfettered discretion, a Participant may elect to exercise an Option, in whole or in part, without payment of the aggregate Option Price due on such exercise by electing to receive Shares equal in value to the difference between the Option Price and the Fair Market Value on the date of exercise (any such exercise a “**Cashless Exercise**”) computed by using the following formula, with either a partial or full deduction of the number of underlying Shares from the Plan reserve:

$$X = \frac{Y (A-B)}{A}$$

Where X = the number of Shares to be issued to the Participant upon such Cashless Exercise;

Y = the number of Shares purchasable under the Option (at the date of such calculation);

A = Fair Market Value of one Share of the Corporation (at the date of such calculation, if greater than the Option Price); and

B = Option Price (as adjusted to the date of such calculation)

In the event that the Shares are not listed on the Stock Exchange as at the date of an exercise of an Option, it shall be a condition precedent to the exercise of any Option that the Participant agree to be bound by the terms of any unanimous shareholders agreement or similar agreements generally applicable to all of the shareholders of the Corporation then in force, and further that the Participant agree to enter into voting trust generally applicable to employee shareholders of the Corporation then in force and provide a power of attorney in support of such voting trust.

- (f) The terms of any Incentive Stock Option granted under the Plan shall comply in all respects with the provisions of Section 422 of the Code, or any successor provision thereto, and any regulations promulgated thereunder. To the extent that the aggregate Fair Market Value (determined as of the time of grant) of the Shares with respect to which Incentive Stock Options are exercisable for the first time by a Participant Employee during any calendar year under the Plan and/or any other stock option plan of the Corporation, any Subsidiary or any parent exceeds \$100,000, such Options shall be treated as Non-Qualified Options. Should any provision of the Plan not be necessary in order

for the Options to qualify as Incentive Stock Options, or should any additional provisions be required, the Committee may amend the Plan accordingly, without the necessity of obtaining the approval of the shareholders of the Corporation, subject to the rules of the Stock Exchange. To the extent that any such Option does not qualify as an Incentive Stock Option (whether because of its provisions or the time or manner of its exercise or otherwise), such Option or the portion thereof which does not so qualify shall constitute a separate Non- Qualified Stock Option.

Section 7. Stock Appreciation Rights.

- (a) The Committee is hereby authorized to grant Stock Appreciation Rights ("**SARs**") to Participants with terms and conditions as the Committee shall determine not inconsistent with the provisions of the Plan.
- (b) SARs may be granted hereunder to Participants either alone ("**freestanding**") or in addition to other Awards granted under the Plan ("**tandem**") and may, but need not, relate to a specific Options granted under Section 6.
- (c) Any tandem SAR related to an Option may be granted at the same time such Option is granted to the Participant. In the case of any tandem SAR related to any Option, the SAR or applicable portion thereof shall not be exercisable until the related Option or applicable portion thereof is exercisable and shall terminate and no longer be exercisable upon the termination or exercise of the related Option, except that a SAR granted with respect to less than the full number of Shares covered by a related Option shall not be reduced until the exercise or termination of the related Option exceeds the number of Shares not covered by the SAR. Any Option related to any tandem SAR shall no longer be exercisable to the extent the related SAR has been exercised.
- (d) A freestanding SAR shall not have a term of greater than 10 years or, unless it is a Substitute Award, an exercise price less than 100% of Fair Market Value of the Share on the last trading date prior to the date of grant. Notwithstanding the foregoing, if the term of a SAR held by any Participant not subject to Section 409A of the Code would otherwise expire during, or within ten business days of the expiration of a Blackout Period applicable to such Participant, then the term of such SAR shall be extended to the close of business on the tenth business day following the expiration of the Blackout Period.

Section 8. Restricted Stock and Restricted Stock Units.

- (a) The Committee is hereby authorized to grant Awards of Restricted Stock and Restricted Stock Units to Participants.
- (b) Shares of Restricted Stock and Restricted Stock Units shall be subject to such restrictions as the Committee may impose (including, without limitation, any limitation on the right to receive any dividend or dividend equivalent or other right), which restrictions may lapse separately or in combination at such time or times, in such installments or otherwise, as the Committee may deem appropriate. To the extent required by law, Participants holding Restricted Stock granted hereunder shall have the right to exercise full voting rights with respect to those Restricted Stocks during the any period of restriction. A Participant shall have no voting rights with respect to any Restricted Stock Units granted hereunder.

- (c) Any share of Restricted Stock granted under the Plan may be evidenced in such manner as the Committee may deem appropriate including, without limitation, book-entry registration or issuance of a share certificate or certificates. In the event any share certificate is issued in respect of shares of Restricted Stock granted under the Plan, such certificate shall be registered in the name of the Participant and shall bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Restricted Stock. If share certificates are issued in respect of shares of Restricted Stock, the Committee may require that any share certificates evidencing such Shares be held in custody by the Corporation until the restrictions thereon shall have lapsed, and that, as a condition of any grant of Restricted Stock, the Participant shall have delivered a duly signed stock power or other instruments of assignment (including a power of attorney), each endorsed in blank with a guarantee of signature if deemed necessary or appropriate by the Corporation, which would permit transfer to the Corporation of all or a portion of the shares subject to the Restricted Stock Award in the event that such Award is forfeited in whole or part.
- (d) The Committee may in its discretion, when it finds that a waiver would be in the best interests of the Corporation, waive in whole or in part any or all restrictions with respect to Shares of Restricted Stock or Restricted Stock Units.
- (e) The Committee, in its discretion, may award Dividend Equivalents with respect to Awards of Restricted Stock Units. The entitlements on such Dividend Equivalents will not be available until the vesting of the Award of Restricted Stock Units.
- (f) No Restricted Stock Unit shall vest later than three years after the date of grant.
- (g) No Restricted Stock Unit shall have an exercise price less than 100% of Fair Market Value of the Share on the last trading date prior to the date of grant.

Section 9. Deferred Stock Unit.

The Committee is authorized to grant Deferred Stock Units to Participants, subject to the following terms and conditions:

- (a) Deferred Stock Units shall be settled upon expiration of the deferral period specified for an Award of Deferred Stock Unit by the Committee (or, if permitted by the Committee, as elected by the Participant). In addition, Deferred Stock Units shall be subject to such restrictions on transferability, risk of forfeiture and other restrictions, if any, as the Committee may impose, which restrictions may lapse at the expiration of the deferral period or at earlier specified times (including based on future service requirements), separately or in combination, in installments or otherwise, and under such other circumstances as the Committee may determine at the date of grant or thereafter. Deferred Stock Units may be satisfied by delivery of Shares, other Awards, or a combination thereof, as determined by the Committee at the date of grant or thereafter.
- (b) The Committee, in its discretion, may award Dividend Equivalents with respect to Awards of Deferred Stock Units. The entitlements on such Dividend Equivalents will not be available until the expiration of the deferral period for the Award of Deferred Stock Units.
- (c) Except as otherwise provided in the Award Agreement, each Participant shall be entitled to redeem his or her Deferred Stock Units during the period commencing on the business day immediately following the Director Termination Date and ending on the 90th day following the Director

Termination Date by providing a written notice of redemption, on a prescribed form, to the Corporation. In the event of death of a Participant, the notice of redemption shall be filed by the administrator or liquidator of the estate of the Participant. For greater certainty, the administrator shall have a maximum of 180 days following the Director Termination Date to provide such written notice. In the case of a U.S. Participant and except as otherwise provided in an Award Agreement, however, the redemption will be deemed to be made on the earlier of (i) December 31 of the year following the year of a "separation from service" within the meaning of Section 409A of the Code, or (ii) within 90 days of the U.S. Participant's death, or retirement from, or loss of office or employment with the Corporation, within the meaning of paragraph 6801(d) of the regulations under the ITA, including the Participant's resignation, retirement, removal from the Board, death or otherwise.

- (d) No Restricted Stock Unit shall have an exercise price less than 100% of Fair Market Value of the Share on the last trading date prior to the date of grant.

Section 10. Other Stock-Based Awards.

The Committee is authorized, subject to limitations under applicable law, the approval of the Stock Exchange and shareholder approval, if required, to grant to Participants such other Awards that may be denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, Shares or factors that may influence the value of Shares, including, without limitation, convertible or exchangeable debt securities, other rights convertible or exchangeable into Shares, purchase rights for Shares, Awards with value and payment contingent upon performance of the Corporation or business units thereof, Shares awarded purely as a bonus and not subject to restrictions or conditions, or any other factors designated by the Committee. The Committee shall determine the terms and conditions of such Awards. Shares delivered pursuant to an Award in the nature of a purchase right granted under this Section 10 shall be purchased for such consideration, paid for at such times, by such methods, and in such forms, including, without limitation, cash, Shares, other Awards, notes, or other property, as the Committee shall determine. Unless otherwise determined by the Committee in an Award Agreement, the recipient of an Award under this Section 10 shall not be entitled to receive, currently or on a deferred basis, dividends or Dividend Equivalents in respect of the number of Shares covered by the Award.

Section 11. Effect of Termination of Service on Awards.

- (a) The Committee may provide, by rule or regulation or in any Award Agreement, or may determine in any individual case, the circumstances in which Awards shall be exercised, vested, paid or forfeited in the event a Participant ceases to provide Service to the Corporation or any Affiliate prior to exercise or settlement of such Award.
- (b) Except as otherwise provided by the Committee in an Award Agreement:
 - (i) if a Participant resigns their office or employment, or the employment of a Participant is terminated, or a Participant's contract as a Consultant terminates, only the portion of the Options that have vested and are exercisable at the date of any such resignation or termination may be exercised by the Participant during the period ending 90 days after the date of resignation or termination, as applicable, after which period all Options expire; and
 - (ii) any Options, whether vested or unvested, will expire immediately upon the Participant being dismissed from their office or employment for cause or on a Participant's contract as

a Consultant being terminated before its normal termination date for cause, including where a Participant resigns their office or employment or terminates their contract as a Consultant after being requested to do so by the Corporation as an alternative to being dismissed or terminated by the Corporation for cause.

Section 12. Change in Control Provisions.

Except as otherwise provided by the Committee in an Award Agreement:

- (a) the occurrence of a Change in Control will not result in the vesting of Unvested Awards nor the lapse of any period of restriction pertaining to any Restricted Stock or Restricted Stock Unit (such Awards collectively referred to as “**Unvested Awards**”), provided that: (i) such Unvested Awards will continue to vest in accordance with the Plan and the Award Agreement; (ii) any successor entity agrees to assume the obligations of the Corporation in respect of such Unvested Awards.
- (b) For the period of 24 months following a Change in Control, where a Participant’s employment or term of office or engagement is terminated for any reason, other than for cause, any Unvested Awards as at the date of such termination shall be deemed to have vested, and any period of restriction shall be deemed to have lapsed, as at the date of such termination and shall become payable as at the date of termination.
- (c) With respect to Awards for a U.S. Participant to the extent applicable, the Committee shall have the discretion to unilaterally determine that all outstanding Awards shall be cancelled up on a Change in Control, and that the value of such Awards, as determined by the Committee in accordance with the terms of the Plan and the Award Agreements, shall be paid out in cash in an amount based on the Change in Control Price within a reasonable time subsequent to the Change in Control; provided, however, that no such payment shall be made on account of an ISO using a value higher than the Fair Market Value of the underlying Shares on the date of settlement. For purposes of this Section, “**Change in Control Price**” means the highest price per Share paid in any transaction related to a Change in Control of the Corporation.
- (d) Notwithstanding the above, no cancellation, acceleration of vesting, lapsing of restrictions, payment of an Award, cash settlement or other payment shall occur with respect to any Award if the Committee reasonably determines in good faith prior to the occurrence of a Change in Control that such Award shall be honoured or assumed, or new rights substituted therefor (with such honoured, assumed or substituted Award hereinafter referred to as an “**Alternative Award**”) by any successor to the Corporation or an Affiliate; provided, however, that any such Alternative Award must: (i) be based on stock which is traded on the NEO and/or an established U.S. securities market; (ii) provide such Participant with rights and entitlements substantially equivalent to or better than the rights, terms and conditions applicable under such Award, including, but not limited to, an identical or better exercise or vesting schedule and identical or better timing and methods of payment; (iii) recognize, for the purposes of vesting provisions, the time that the Award has been held prior to the Change in Control; (iv) have substantially equivalent economic value to such Award (determined prior to the time of the Change in Control); and (v) have terms and conditions which provide that in the event that the Participant’s employment with the Corporation, an Affiliate or any successor is involuntarily terminated or constructively terminated at any time within at least twelve months following a Change in Control, any conditions on a Participant’s rights under, or any restrictions on transfer or exercisability applicable to, each such Alternative Award shall be waived or shall lapse, as the case may be.

- (e) In the event that any accelerated Award vesting or payment received or to be received by a Participant pursuant to the above (the “**Benefit**”) would (i) constitute a “parachute payment” within the meaning of and subject to Section 280G of the Code and (ii) but for this Section, be subject to the excise tax imposed by Section 4999 of the Code (the “**Excise Tax**”), then such Benefit shall be reduced to the extent necessary so that no portion of the Benefit will be subject to the Excise Tax, as determined in good faith by the Committee; provided, however, that if, in the absence of any such reduction (or after such reduction), the Participant believes that the Benefit or any portion thereof (as reduced, if applicable) would be subject to the Excise Tax, the Benefit shall be reduced (or further reduced) to the extent determined by the Participant in his or her discretion so that the Excise Tax would not apply. To the extent that such Benefit or any portion thereof is subject to Section 409A of the Code, then such Benefit or portion thereof shall be reduced by first reducing or eliminating any payment or Benefit payable in cash and then any payment or Benefit not payable in cash, in each case in reverse order beginning with payments or Benefits which are to be paid the further in time from the date of a Change in Control. If, notwithstanding any such reduction (or in the absence of such reduction), the Internal Revenue Service (“**IRS**”) determines that the Participant is liable for Excise Tax as a result of the Benefit, then the Participant shall be obliged to return to the Corporation, within thirty days of such determination by the IRS, a portion of the Benefit sufficient such that none of the Benefit retained by the Participant constitutes a “parachute payment” within the meaning of Section 280G of the Code that is subject to the Excise Tax. In no event shall the Corporation have any obligation to pay any Excise Tax imposed on a Participant or to indemnify a Participant therefor.
- (f) Notwithstanding any other provision of this Plan, this Section shall not apply with respect to any Deferred Stock Units held by a Canadian Participant where such Deferred Stock Units are governed under regulation 6801(d) of the ITA or any successor to such provision.

Section 13. General Provisions Applicable to Awards.

- (a) Awards may be granted for no cash consideration or for such minimal cash consideration as may be required by applicable law.
- (b) Awards may, in the discretion of the Committee, be granted either alone or in addition to or in tandem with any other Award or any award granted under any other plan of the Corporation. Awards granted in addition to or in tandem with other Awards, or in addition to or in tandem with awards granted under any other plan of the Corporation, may be granted either at the same time as or at a different time from the grant of such other Awards or awards.
- (c) Subject to the terms of the Plan, payments or transfers to be made by the Corporation upon the grant, exercise or payment of an Award may be made in the form of cash, Shares, other securities or other Awards, or any combination thereof, as determined by the Committee in its discretion at the time of grant, and may be made in a single payment or transfer, in installments, or on a deferred basis, in each case in accordance with rules and procedures established by the Committee and in compliance with Section 409A of the Code. Such rules and procedures may include, without limitation, provisions for the payment or crediting of reasonable interest (or no interest) on installment or deferred payments or the grant or crediting of dividend equivalents in respect of installment or deferred payments.
- (d) Except as may be permitted by the Committee or as specifically provided in an Award Agreement, (i) no Award or other benefit payable under the Plan shall, except as otherwise specifically provided

by law or permitted by the Committee, be Transferable in any manner other than by will or the law of descent, and any attempt to Transfer any such benefit shall be void, and any such benefit shall not in any manner be liable for or subject to the debts, contracts, liabilities, engagements or torts of any person who shall be entitled to such benefit, nor shall it be subject to attachment or legal process for or against such person, and (ii) each Award, and each right under any Award, shall be exercisable during the Participant's lifetime only by the Participant or, if permissible under applicable law, by the Participant's guardian or legal representative. The provisions of this paragraph shall not apply to any Award which has been fully exercised, earned or paid, as the case may be, and shall not preclude forfeiture of an Award in accordance with the terms thereof.

- (e) A Participant may designate a Beneficiary or change a previous Beneficiary designation at such times prescribed by the Committee by using forms and following procedures approved or accepted by the Committee for that purpose. If no Beneficiary designated by the Participant is eligible to receive payments or other benefits or exercise rights that are available under the Plan at the Participant's death, the Beneficiary shall be the Participant's estate.
- (f) All certificates for Shares and/or Shares or other securities delivered under the Plan pursuant to any Award or the exercise thereof shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan or the rules, regulations, and other requirements of the Ontario Securities Commission, any stock exchange upon which such Shares or other securities are then listed, and any applicable Federal or state securities laws, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.
- (g) It is a condition of each grant of an Award that if: (a) the Participant fails to comply with any obligation to the Corporation or an Affiliate (A) to maintain the confidentiality of information relating to the Corporation or the Affiliate and/or its business, (B) not engage in employment or business activities that compete with the business of the Corporation or the Affiliate, whether during or after employment with the Corporation or Affiliate, and whether such obligation is set out in an Award Agreement issued under the Plan or other agreement between the Participant and the Corporation or Affiliate, including, without limitation, an employment agreement or otherwise; (C) not solicit employees or other service providers, customers and/or suppliers of the Corporation or the Affiliate, whether during or after employment with the Corporation or Affiliate, and whether such obligation is set out in an Award Agreement issued under the Plan or other agreement between the Participant and the Corporation or Affiliate, including, without limitation, an employment agreement, or otherwise (collectively, a **"Restrictive Covenant"**); (b) the Participant is terminated for cause, or the Board reasonably determines after employment termination that the Participant's employment could have been terminated for cause; (c) the Board reasonably determines that the Participant engaged in conduct that causes material financial or reputational harm to the Corporation or its Affiliates, or engaged in gross negligence, willful misconduct or fraud in respect of the performance of the Participant's duties for the Corporation or an Affiliate; or (d) the Corporation's financial statements (the **"Original Statements"**) are required to be restated (other than as a result of a change in accounting policy by the Corporation or under International Financial Reporting Standards applicable to the Corporation) and such restated financial statements (the **"Restated Statements"**) disclose, in the opinion of the Board, acting reasonably, materially worse financial results than those contained in the Original Statements, then the Board may, in its sole discretion, to the full extent permitted by governing law and to the extent it determines that such action is in the best interest of the Corporation, and for a U.S. Participant, in a manner in accordance with Section 409A of the Code to the extent applicable, and in addition to any other rights that the

Corporation or an Affiliate may have at law or under any agreement, take any or all of the following actions, as applicable): (i) require the Participant to reimburse the Corporation for any amount paid to the Participant in respect of an Award in cash in excess of the amount that should otherwise have been paid in respect of such Award had the determination of such compensation been based upon the Restated Statements in the event clause (d) above is applicable, or that was paid in the twelve (12) months prior to (x) the date on which the Participant fails to comply with a Restrictive Covenant, (y) the date on which the Participant's employment is terminated for cause, or the Board makes a determination under paragraph (b) or (c) above, less, in any event, the amount of tax withheld pursuant to the ITA or other relevant taxing authority in respect of the amount paid in cash in the year of payment; (ii) reduce the number or value of, or cancel and terminate, any one or more unvested grants of Options, Restricted Stock Units, Deferred Stock Units or SARs on or prior to the applicable maturity or vesting dates, or cancel or terminate any outstanding Awards which have vested in the twelve (12) months prior to (x) the date on which the Participant fails to comply with a Restrictive Covenant, (y) the date on which the Participant's employment is terminated for cause or the Board makes a determination under paragraph (b) or (c) above, or (z) the date on which the Board determines that the Corporation's Original Statements are required to be restated, in the event paragraph (d) above applies (each such date provided for in clause (x), (y) and (z) of this paragraph (ii) being a **"Relevant Equity Recoupment Date"**); and/or (iii) require payment to the Corporation of the value of any Shares of the Corporation acquired by the Participant pursuant to an Award granted in the twelve (12) months prior to a Relevant Equity Recoupment Date (less any amount paid by the Participant) to acquire such Shares and less the amount of tax withheld pursuant to the ITA or other relevant taxing authority in respect of such Shares.

- (h) All Awards issued pursuant to the Plan which may be denominated or settled in Shares, and all such Shares issued pursuant to the Plan, will be issued pursuant to the registration requirements of the U.S. Securities Act or an exemption from such registration requirements.

Section 14. Amendments and Termination.

- (a) The Board may amend, alter, suspend, discontinue or terminate the Plan and any outstanding Awards granted hereunder, in whole or in part, at any time without notice to or approval by the shareholders of the Corporation, for any purpose whatsoever, provided that all material amendments to the Plan shall require the prior approval of the shareholders of the Corporation and must comply with the rules of the NEO. Examples of the types of amendments that are not material that the Board is entitled to make without shareholder approval include, without limitation, the following:
 - (i) ensuring continuing compliance with applicable law, the rules of the NEO or other applicable stock exchange rules and regulations or accounting or tax rules and regulations;
 - (ii) amendments of a "housekeeping" nature, which include amendments to correct any defect, supply any omission, or reconcile any inconsistency in the Plan or any Award Agreement in the manner and to the extent it shall deem desirable to carry the Plan into effect;
 - (iii) changing the vesting provision of the Plan or any Award;
 - (iv) waiving any conditions or rights under any Award;

- (v) changing the termination provisions of any Award that does not entail an extension beyond the original expiration date thereof;
 - (vi) adding or amending a cashless exercise provision;
 - (vii) adding or amending a financial assistance provision;
 - (viii) changing the process by which a Participant who wishes to exercise his or her Award can do so, including the required form of payment for the Shares being purchased, the form of written notice of exercise provided to the Corporation and the place where such payments and notices must be delivered; and
 - (ix) delegating any or all of the powers of the Committee to administer the Plan to officers of the Corporation.
- (b) Notwithstanding anything contained herein to the contrary, no amendment to the Plan requiring the approval of the shareholders of the Corporation under any applicable securities laws or requirements shall become effective until such approval is obtained. In addition to the foregoing, the approval of the holders of a majority of the Shares present and voting in person or by proxy at a meeting of shareholders shall be required for:
- (i) an increase in the maximum number of Shares that may be made the subject of Awards under the Plan;
 - (ii) any adjustment (other than in connection with a stock dividend, recapitalization or other transaction where an adjustment is permitted or required under Section 5(c)(i) or Section 5(c)(ii)) or amendment that reduces or would have the effect of reducing the exercise price of an Option or Stock Appreciation Right previously granted under the Plan, whether through amendment, cancellation or replacement grants, or other means (provided that, in such a case, insiders of the Corporation who benefit from such amendment are not eligible to vote their Shares in respect of the approval);
 - (iii) an increase in the limits on Awards that may be granted to any Participant under Section 5(f) or to Insiders under Section 20;
 - (iv) an extension of the term of an outstanding Option or Stock Appreciation Right beyond the expiry date thereof;
 - (v) permitting Options granted under the Plan to be Transferable other than for normal estate settlement purposes; and
 - (vi) any amendment to the plan amendment provisions set forth in this Section 14 which is not an amendment within the nature of Section 14(a)(i) or Section 14(a)(ii),

unless the change results from application of Section 5(c)(i) or Section 5(c)(ii).

Furthermore, except as otherwise permitted under the Plan, no change to an outstanding Award that will adversely impair the rights of a Participant may be made without the consent of the Participant except to the extent that such change is required to comply with applicable law, stock exchange rules and regulations or accounting or tax rules and regulations.

Section 15. Miscellaneous.

- (a) The Plan is intended to constitute an “unfunded” plan for incentive and deferred compensation. With respect to any payment as to which a Participant has a fixed and vested interest, but which are not yet made to a Participant by the Corporation, nothing contained herein shall give any such Participant any right that is greater than those of a general unsecured creditor of the Corporation.
- (b) No employee, Participant or other person shall have any claim to be granted any Award under the Plan, and there is no obligation for uniformity of treatment of employees, Participants, or holders or Beneficiaries of Awards under the Plan. The terms and conditions of Awards need not be the same with respect to each recipient. Any Award granted under the Plan shall be a one-time Award which does not constitute a promise of future grants. The Corporation, in its sole discretion, maintains the right to make available future grants hereunder.
- (c) The Corporation shall have the right to deduct from any payment to be made pursuant to the Plan, or to otherwise require, prior to the issuance or delivery of Shares or the payment of any cash hereunder, payment by the Participant of, any federal, provincial, state or local taxes required by law to be withheld. Upon the vesting of Restricted Stock (or other Award that is taxable upon vesting), or upon making an election under Section 83(b) of the Code, a Participant shall pay all required withholding to the Corporation. Any statutorily required withholding obligation with regard to any Participant may be satisfied, subject to the consent of the Committee, by reducing the number of Shares otherwise deliverable or by delivering Shares already owned. Any fraction of a Share required to satisfy such tax obligations shall be disregarded and the amount due shall be paid instead in cash by the Participant.
- (d) Nothing contained in the Plan shall prevent the Corporation from adopting or continuing in effect other or additional compensation arrangements, and such arrangements may be either generally applicable or applicable only in specific cases.
- (e) The grant of an Award shall not be construed as giving a Participant the right to be retained in the employ of, or to continue to provide services to, the Corporation or any Affiliate. Further, the Corporation or the applicable Affiliate may at any time dismiss a Participant, free from any liability, or any claim under the Plan, unless otherwise expressly provided in the Plan or in any Award Agreement or in any other agreement binding the parties. The receipt of any Award under the Plan is not intended to confer any rights on the receiving Participant except as set forth in such Award.
- (f) If any provision of the Plan or any Award is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction, or as to any person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award, such provision shall be stricken as to such jurisdiction, person or Award, and the remainder of the Plan and any such Award shall remain in full force and effect.
- (g) Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Corporation and a Participant or any other person. To the extent that any person acquires a right to receive payments from the Corporation pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of the Corporation.

- (h) No fractional Shares shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash or other securities shall be paid or transferred in lieu of any fractional Shares, or whether such fractional Shares or any rights thereto shall be canceled, terminated or otherwise eliminated.
- (i) No Award or other benefit payable under the Plan shall, except as otherwise specifically provided by law or permitted by the Committee, be Transferable in any manner, and any attempt to Transfer any such benefit shall be void, and any such benefit shall not in any manner be liable for or subject to the debts, contracts, liabilities, engagements or torts of any person who shall be entitled to such benefit, nor shall it be subject to attachment or legal process for or against such person.
- (j) Unless otherwise determined by the Committee, as long as the Shares are listed on a national securities exchange including the NEO or system sponsored by a national securities association, the issuance of Shares pursuant to an Award shall be conditioned upon such shares being listed on such exchange or system. The Corporation shall have no obligation to issue such Shares unless and until such Shares are so listed, and the right to exercise any Option or other Award with respect to such Shares shall be suspended until such listing has been effected. If at any time counsel to the Corporation shall be of the opinion that any sale or delivery of Shares pursuant to an Option or other Award is or may in the circumstances be unlawful or result in the imposition of excise taxes on the Corporation under the statutes, rules or regulations of any applicable jurisdiction, the Corporation shall have no obligation to make such sale or delivery, or to make any application or to effect or to maintain any qualification or registration with respect to Shares or Awards, and the right to exercise any Option or other Award shall be suspended until, in the opinion of said counsel, such sale or delivery shall be lawful or will not result in the imposition of excise taxes on the Corporation. A Participant shall be required to supply the Corporation with certificates, representations and information that the Corporation requests and otherwise cooperate with the Corporation in obtaining any listing, registration, qualification, exemption, consent or approval the Corporation deems necessary or appropriate.
- (k) No Award granted or paid out under the Plan shall be deemed compensation for purposes of computing benefits under any retirement plan of the Corporation or its Affiliates nor affect any benefit under any other benefit plan now or subsequently in effect under which the availability or amount of benefits is related to the level of compensation. The provisions of Awards need not be the same with respect to each Participant, and such Awards to individual Participants need not be the same in subsequent years.
- (l) All Awards granted or paid out under the Plan shall be non-transferrable.
- (m) The Plan shall be binding on all successors and permitted assigns of a Participant, including, without limitation, the estate of such Participant and the executor, administrator or trustee of such estate. Any benefit payable to or for the benefit of a minor, an incompetent person or other person incapable of receipt thereof shall be deemed paid when paid to such person's guardian or to the party providing or reasonably appearing to provide for the care of such person, and such payment shall fully discharge the Committee, the Board, the Corporation, its Affiliates and their employees, agents and representatives with respect thereto.

Section 16. Effective Date of the Plan.

The Plan shall be effective as of the Effective Date, which is the date of adoption by the Board, subject to the approval of the Plan by the shareholders of the Corporation in accordance with the requirements of the laws of the Province of Ontario.

Section 17. Term of the Plan.

No Award shall be granted under the Plan after ten years from the Effective Date. However, unless otherwise expressly provided in the Plan or in an applicable Award Agreement, any Award theretofore granted may extend beyond such date, and the authority of the Committee to amend, alter, adjust, suspend, discontinue, or terminate any such Award, or to waive any conditions or rights under any such Award, and the authority of the Board to amend the Plan, shall extend beyond such date.

Section 18. Section 409A of the Code.

- (a) The Plan is intended to comply with the applicable requirements of Section 409A of the Code and shall be limited, construed and interpreted in accordance with such intent. To the extent that any Award is subject to Section 409A of the Code, it shall be paid in a manner that will comply with Section 409A of the Code, including proposed, temporary or final regulations or any other guidance issued by the Secretary of the Treasury and the Internal Revenue Service with respect thereto. Notwithstanding anything herein to the contrary, any provision in the Plan that is inconsistent with Section 409A of the Code shall be deemed to be amended to comply with Section 409A of the Code and to the extent such provision cannot be amended to comply therewith, such provision shall be null and void. The Corporation shall have no liability to a Participant, or any other party, if an Award that is intended to be exempt from, or compliant with, Section 409A of the Code is not so exempt or compliant or for any action taken by the Committee or the Corporation and, in the event that any amount or benefit under the Plan becomes subject to penalties under Section 409A of the Code, responsibility for payment of such penalties shall rest solely with the affected Participants and not with the Corporation. Notwithstanding any contrary provision in the Plan or Award Agreement, any payment(s) of "nonqualified deferred compensation" (within the meaning of Section 409A of the Code) that are otherwise required to be made under the Plan to a "specified employee" (as defined under Section 409A of the Code) as a result of such employee's separation from service (other than a payment that is not subject to Section 409A of the Code) shall be delayed for the first six (6) months following such separation from service (or, if earlier, the date of death of the specified employee) and shall instead be paid (in a manner set forth in the Award Agreement) upon expiration of such delay period.
- (b) Notwithstanding the foregoing, the Corporation does not make any representation to any Participant or Beneficiary as to the tax consequences of any Awards made pursuant to this Plan, and the Corporation shall have no liability or other obligation to indemnify or hold harmless the Participant or any Beneficiary for any tax, additional tax, interest or penalties that the Participant or any Beneficiary may incur as a result of the grant, vesting, exercise or settlement of an Award under this Plan.

Section 19. Governing Law.

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

Section 20. NEO Requirements.

The number of Shares issuable to Insiders, at any time, under all Security Based Compensation Arrangements of the Corporation, may not exceed 10% of the Corporation's issued and outstanding Shares; and the number of Shares issued to Insiders within any one-year period, under all Security Based Compensation Arrangements of the Corporation, may not exceed 10% of the Corporation's issued and outstanding Shares. For the purpose of this Section 20, "**Insider**" means any "reporting insiders" as defined in *National Instrument 55-104 – Insider Reporting Requirements*, and "**Security Based Compensation Arrangement**" means any (i) any stock option plans for the benefit of employees, insiders, service providers or any one of such groups; (ii) individual stock options granted to employees, service providers or insiders if not granted pursuant to a plan previously approved by the Corporation's security holders; (iii) treasury based share purchase plans where the Corporation provides financial assistance or where the Corporation matches the whole or a portion of the securities being purchased; (iv) stock appreciation rights involving issuances of securities from treasury; any other compensation or incentive mechanism involving the issuance or potential issuances of securities of the Corporation; and (vi) security purchases from treasury by an employee, insider or service provider which is financially assisted by the Corporation by any means whatsoever.

APPENDIX "B"

Board Mandate

1. INTRODUCTION

- 1.1 The board of directors (the "**Board**") of Halo Collective Inc. (the "**Company**") is elected by the shareholders of the Company and is responsible for the stewardship of the Company. The purpose of this mandate is to describe the principal duties and responsibilities of the Board as well as some of the policies and procedures the Board will adopt in discharging its duties and responsibilities.

2. ROLE AND RESPONSIBILITIES OF THE BOARD

- 2.1 The role of the Board is to represent the shareholders of the Company, enhance and maximize shareholder value and conduct the business and affairs of the Company ethically and in accordance with the highest standards of corporate governance. The Board is ultimately accountable and responsible for providing independent, effective leadership in supervising the management of the business and affairs of the Company. The responsibilities of the Board include:
- adopting a strategic planning process;
 - identifying risks to the business of the Company and ensuring that appropriate procedures are in place for risk management;
 - reviewing, approving and monitoring annual operating plans and budgets;
 - mandating a culture of corporate social responsibility, ethics and integrity including satisfying itself as to the integrity of the executive officers of the Company and that those executive officers create a culture of integrity throughout the organization;
 - providing for succession planning, including the appointment, training and supervision of management;
 - monitoring financial reporting, including the adequacy of internal controls and management information systems;
 - supervising corporate disclosure and communications;
 - adopting measures for receiving feedback from stakeholders; and
 - adopting key corporate policies designed to ensure that the Company, its directors, officers and employees comply with all applicable laws, rules and regulations and conduct the Company's business ethically and with honesty and integrity.
- 2.2 The Board will delegate responsibility for the day-to-day management of the Company's business and affairs to the Company's senior officers and will supervise such senior officers.

- 2.3 The Board may delegate certain matters within its scope of responsibility to Board committees, presently consisting of the Audit Committee, Nomination & Corporate Governance Committee and Compensation Committee. The Board will, however, retain its oversight function and ultimate responsibility for these matters and all other delegated responsibilities.

3. STRATEGIC PLANNING PROCESS AND RISK MANAGEMENT

- 3.1 The Board will adopt a strategic planning process to establish objectives and goals for the Company's business and will review, approve and modify as appropriate the strategies proposed by senior management to achieve such objectives and goals. The Board will review and approve, at least on an annual basis, a strategic plan which takes into account, among other things, the opportunities and risks of the Company's business and affairs.
- 3.2 The Board, in conjunction with management, will identify the principal risks of the Company's business and oversee management's implementation of appropriate systems to effectively monitor, manage and mitigate the impact of such risks.

4. CORPORATE SOCIAL RESPONSIBILITY, ETHICS AND INTEGRITY

- 4.1 The Board will provide leadership to the Company in support of its commitment to Corporate Social Responsibility, set the ethical tone for the Company and its management and foster ethical and responsible decision making by management. The Board will take all reasonable steps to satisfy itself of the integrity of the Chief Executive Officer and management of the Company and all of its subsidiaries and satisfy itself that the Chief Executive Officer and management create a culture of integrity throughout the organization.

5. SUCCESSION PLANNING, APPOINTMENT, SUPERVISION AND COMPENSATION

- 5.1 The Board will approve the succession plan for the Company, including the selection, appointment, supervision and evaluation of the Chief Executive Officer and the other senior officers of the Company and its subsidiaries, and will also approve the compensation of the Chief Executive Officer and the other senior officers of the Company and its subsidiaries.

6. DELEGATIONS AND APPROVAL AUTHORITIES

- 6.1 The Board will delegate to the Chief Executive Officer and senior management authority over the day-to-day management of the business and affairs of the Company. This delegation of authority will be subject to specified financial limits and any transactions or arrangements in excess of general authority guidelines will be reviewed by and subject to the prior approval of the Board.

7. MONITORING OF FINANCIAL REPORTING AND MANAGEMENT

- 7.1 The Board will approve all regulatory filings, including the annual audited financial statements, interim financial statements, the notes and management discussion and analysis accompanying such financial statements, quarterly and annual reports, management proxy circulars, annual information forms, prospectuses, and all capital investments, equity financings, borrowings and all annual operating plans and budgets.

- 7.2 The Board will adopt procedures to ensure the integrity of internal controls and management information systems for the Company and all of its subsidiaries to ensure compliance with all applicable laws, rules and regulations, and to prevent violations of applicable laws, rules and regulations relating to financial reporting and disclosure, fraud against the Company or any of its subsidiaries and violations of its code of business conduct and ethics.

8. CORPORATE DISCLOSURE AND COMMUNICATIONS

- 8.1 The Board will ensure that all corporate disclosure complies with all applicable laws, rules and regulations and the rules and regulations of the stock exchanges upon which the Company's securities are listed. In addition, the Board will adopt procedures to ensure the Board receives feedback from security holders on material issues.

9. REVIEW OF MANDATE

- 9.1 The Board will annually review and assess the adequacy of this Mandate.

Approval Date:

June 24, 2019