



# Namaste Technologies

**NAMASTE TECHNOLOGIES INC.**

**ANNUAL GENERAL MEETING OF SHAREHOLDERS**

**NOTICE OF MEETING AND MANAGEMENT INFORMATION CIRCULAR**

Dated August 21, 2020

**Namaste Technologies Inc.  
Suite 2001, 365 Bloor Street East  
Toronto, Ontario M4W 3L4, Canada**

**SHAREHOLDERS OF NAMASTE TECHNOLOGIES INC.:** *These materials are important and require your immediate attention. They require you to make important decisions. If you are in doubt as to how to make such decisions, please contact your financial, legal, or other professional advisors.*

**If you have any questions or require more information with regard to voting your shares, you may contact Namaste Technologies Inc.'s proxy solicitation agent:**

**Laurel Hill Advisory Group  
North American Toll Free: 1-877-452-7184  
Outside North America: 1-416-304-0211  
Email: [assistance@laurelhill.com](mailto:assistance@laurelhill.com)**

## INVITATION TO SHAREHOLDERS

In response to the current coronavirus (“COVID-19”) pandemic, Namaste Technologies Inc. will hold its Annual General Meeting (the “Meeting” or “AGM”) in a virtual format only via live webcast during which shareholders can participate, vote, or submit questions. All shareholders are invited and encouraged to participate in the AGM using the instructions set out in the Management Information Circular of Namaste Technologies Inc. (the “Information Circular”)

# VOTE YOUR PROXY OR VIF TODAY!

TO COUNT AT THE MEETING, YOUR FORM OF PROXY OR VIF MUST BE SUBMITTED IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED PRIOR TO 2:00 P.M. (Toronto time) ON SEPTEMBER 25, 2020 (OR SUCH EARLIER DATE PROVIDED IN THE VIF BY THE INTERMEDIARY HOLDING YOUR SHARES)

## REGISTERED SHAREHOLDERS

(YOU HOLD A SHARE CERTIFICATE OR A DRS STATEMENT REGISTERED IN YOUR NAME)



Go to [www.investorvote.com](http://www.investorvote.com) and follow the voting instructions. You will require a 15-digit Control Number (located on the front of your proxy) to identify yourself.



To vote by phone, scan the QR code on your Form of Proxy or call toll-free at 1.866.732.8683 or 312.588.4290 (outside Canada and the United States). You will require a 15-digit Control Number (located on the front of your proxy) to identify yourself.



Complete, date and sign your form of proxy and return it to:

Computershare Investor Services Inc.  
Attention: Proxy Department  
8th Floor, 100 University Avenue,  
Toronto, ON M5J 2Y1

## CANADIAN NON-REGISTERED (BENEFICIAL) SHAREHOLDERS

(YOU HOLD SHARES THROUGH A CANADIAN BANK, BROKER OR OTHER INTERMEDIARY)



Go to [www.proxyvote.com](http://www.proxyvote.com) and follow the voting instructions on the screen. You will require a 16-digit Control Number (located on the front of your VIF) to identify yourself.



To vote by phone should call 1.800.474.7493 (English) or 1.800.474.7501 (French). You will require a 16-digit Control Number (located on the front of your VIF) to identify yourself.



Complete, sign and date your VIF and return it in the postage prepaid envelope.

## UNITED STATES NON-REGISTERED (BENEFICIAL) SHAREHOLDERS

(YOU HOLD SHARES THROUGH A U.S. BANK, BROKER OR OTHER INTERMEDIARY)



Go to [www.proxyvote.com](http://www.proxyvote.com) and follow the voting instructions on the screen. You will require a Control Number (located on the front of your VIF) to identify yourself.



To vote by phone should call 1.800.454.8683 then follow the voting instructions on your VIF. You will require a Control Number (located on the front of your VIF) to identify yourself.



Complete, sign, and date your VIF and return it in the postage prepaid envelope provided to the address set out on the envelope.

Dear Shareholders:

You are invited to attend the Annual General Meeting of Shareholders of Namaste Technologies Inc. (the “**AGM**” or “**Meeting**”), which will take place on Tuesday, September 29, 2020 at 2:00 p.m. (Toronto time). Due to the COVID-19 pandemic, the Company will conduct the AGM as an online only virtual annual general shareholders’ meeting. Registered Shareholders (as defined in the accompanying Information Circular under the heading “*Voting at the Meeting*”) and duly appointed proxyholders can attend the meeting online at <https://web.lumiagm.com/208578497> where they can participate, vote, or submit questions during the Meeting’s live webcast.

The items of business to be considered at the AGM are described in the accompanying Notice of Annual General Meeting of Shareholders and the Information Circular.

Your participation and views are very important to us. You are encouraged to vote, which can be done by following the instructions enclosed with these materials. In addition, due to evolving public health guidelines related to the COVID-19 pandemic and to facilitate engagement with shareholders, we determined to hold our AGM in a virtual format via live webcast. The health and safety of our employees and communities are a top priority for us, and this extends to the undertaking of our AGM and any shareholders and other participants.

The Meeting will consider, among other things, the ratification by shareholders of two newly Board-approved security-based compensation plans, namely the Deferred Share Unit Plan and the Restricted Share Unit Award Plan (collectively, the “**New Plans**”) which are disclosed in the accompanying Information Circular. We hope to have your support to ratify these New Plans as they will allow the Company to conserve cash by compensating directors, officers, employees and consultants with equity-based compensation going forward, and to ratify our existing 10% “rolling” Stock Option Plan which has been amended (the “**Amended and Restated Stock Option Plan**”) to ensure that it complies with limitations prescribed by the policies of the TSX Venture Exchange on the number of common shares that may be issuable to certain persons under the Amended and Restated Stock Option Plan, when aggregated with the number of common shares that may be issued under the New Plans. In all other respects, except for some housekeeping matters, the Amended and Restated Stock Option Plan remains the same as when ratified by shareholders at the annual general meeting held in 2019. Details of the New Plans and the Amended and Restated Stock Option Plan are set out in the Information Circular.

All of our public documents, including our audited financial statements for the year ended November 30, 2019, are available on SEDAR at [www.sedar.com](http://www.sedar.com), under the Company’s profile. You are encouraged to access our website at [www.namastetechnologies.com](http://www.namastetechnologies.com) during the year for continuous disclosure items, including news releases and other information.

We look forward to your participation at this virtual Meeting.

Yours sincerely,

*/s/ "Branden Spikes"*

Branden Spikes, Chairman of the Board

## NAMASTE TECHNOLOGIES INC.

### NOTICE OF ANNUAL GENERAL MEETING OF SHAREHOLDERS

In response to the current coronavirus (“COVID-19”) pandemic, Namaste Technologies Inc. will hold its annual general meeting in a virtual format via live webcast during which shareholders can participate, vote, and submit questions. All shareholders are invited and encouraged to participate in such annual general meeting using the instructions set out in the Management Information Circular of Namaste Technologies Inc. (the “Information Circular”)

**NOTICE IS HEREBY GIVEN** that the annual general meeting of the shareholders of **NAMASTE TECHNOLOGIES INC.** (the “Company”) will be held on Tuesday, September 29, 2020, at 2:00 p.m. (Toronto time) and any adjournment or postponement thereof (the “Meeting”), for the following purposes:

1. To receive the audited financial statements of the Company for the fiscal year ended November 30, 2019, together with the auditor’s report thereon;
2. To appoint Baker Tilly WM LLP, Chartered Public Accountants, as the Company’s auditors until the close of the next annual general meeting of the shareholders of the Company or until a successor is appointed, and to authorize the directors of the Company to fix the remuneration of the auditors for the ensuing year;
3. To elect the directors of the Company to serve until the close of the next annual general meeting of the shareholders or until their successors are duly elected or appointed, as more particularly set forth in the accompanying Information Circular;
4. To receive and, if considered advisable, to pass with or without amendment, an ordinary resolution approving the ratification of the Company’s Amended and Restated Stock Option Plan, as more specifically set out in the accompanying Information Circular;
5. To receive and, if considered advisable, to pass, with or without amendment, an ordinary resolution of the disinterested shareholders approving the ratification of the Company’s Deferred Share Unit Plan and any grants to be made thereunder, as more specifically set out in the accompanying Information Circular;
6. To receive and, if considered advisable, to pass, with or without amendment, an ordinary resolution of the disinterested shareholders approving the ratification of the Company’s Restricted Share Unit Award Plan and any grants to be made thereunder, as more specifically set out in the accompanying Information Circular; and
7. To transact any other business which may properly come before the Meeting or any adjournment or postponement thereof.

The Company has elected to use the notice-and-access provisions under National Instrument 54-101 and National Instrument 51-102 (“**Notice and Access Provisions**”) for this Meeting. Notice and Access Provisions are a set of rules developed by the Canadian Securities Administrators that reduce the volume of materials that must be physically printed and mailed to shareholders of the Company (“**Shareholders**”) by allowing the Company to post the Information Circular and any additional materials online. Under Notice-and-Access Provisions, instead of receiving printed copies of the Meeting materials, Shareholders will receive a Notice-and-Access notification containing details of the Meeting date, webcast login particulars and purpose, as well as information on how they can access the Meeting materials electronically. Shareholders will also receive a form of proxy (for registered shareholders) or a voting instruction form (for beneficial shareholders), allowing each Shareholder to submit their vote by proxy at the Meeting.

The Information Circular is available at <https://www.namastetechnologies.com/annual-general-meeting/> and under the Company’s profile on SEDAR at [www.sedar.com](http://www.sedar.com). Any Shareholder who wishes to receive a paper copy of the Information Circular should contact the Company by telephone: toll free at:

+1-877-660-2365 or by email at: [info@namastetechnologies.com](mailto:info@namastetechnologies.com). A Shareholder may also use the telephone number noted above to obtain additional information about the Notice-and-Access Provisions. Under Notice-and-Access Provisions, meeting related materials will be available for viewing for up to one year from the date of posting and a paper copy of the materials can be requested at any time during this period.

In order to allow for reasonable time to be allotted for a Shareholder to receive and review a paper copy of the Information Circular before the deadline for the receipts of proxies, being 2:00 p.m. (Toronto time) on Friday, September 25, 2020, any Shareholder wishing to request a paper copy of the Information Circular as described above should ensure such request is received by the Company no later than September 14, 2020.

The Information Circular contains details of matters to be considered at the Meeting. Regardless of whether a Shareholder plans to attend the virtual Meeting, Namaste requests that each Shareholder please complete and deliver the form of proxy, or follow the other voting procedures, all as set out in the form of proxy and Information Circular.

Non-registered Shareholders who plan to attend the virtual Meeting must follow the instructions set out in the form of proxy or voting instruction form provided to them and in the Information Circular to ensure that their shares will be voted while the Meeting is in session. A Shareholder who holds shares through a brokerage account is a non-registered Shareholder.

#### **NOTE OF CAUTION CONCERNING THE CORONAVIRUS (“COVID-19”) PANDEMIC**

The Company is continuously monitoring the development of the COVID-19 pandemic. In light of evolving public health guidelines related to COVID-19, the Company will hold the Meeting in virtual format via live webcast.

The Company reserves the right to take any additional precautionary measures deemed to be appropriate, necessary or advisable in relation to the Meeting in response to further developments in the COVID-19 outbreak. Should any such changes to the Meeting format occur, the Company will announce these changes by way of a news release, which will be filed under the Company’s profile on SEDAR as well as on the Company’s website at [www.namastetechnologies.com](http://www.namastetechnologies.com). The Company strongly recommends you check the Company’s website prior to the Meeting for the most current information. In the event of any changes to the Meeting format due to the COVID-19 pandemic, the Company will not prepare or mail amended Meeting proxy materials.

DATED at Toronto, Ontario, this 21st day of August, 2020

#### **BY ORDER OF THE BOARD**

*/s/ "Meni Morim"*

Meni Morim  
Chief Executive Officer

## NAMASTE TECHNOLOGIES INC.

Suite 2001, 365 Bloor Street East  
Toronto, Ontario M4W 3L4, Canada

### MANAGEMENT INFORMATION CIRCULAR

**In response to the COVID-19 pandemic, Namaste Technologies Inc. (the “Company” or “Namaste”) will hold its annual general meeting of its Shareholders (the “Meeting”) in a virtual format via live webcast during which Shareholders can participate, vote and submit questions. All Shareholders are invited and encouraged to participate in the Meeting using the instructions set out in this Management Information Circular (the “Information Circular”).**

This Information Circular is furnished in connection with the solicitation of proxies by the management of Namaste for use at the Meeting to be held on Tuesday, September 29, 2020 at 2:00 p.m. (Toronto time) by virtual online meeting only, for the purposes set forth in the accompanying Notice of Annual General Meeting of Shareholders.

#### Attending the Meeting Online

Shareholders and duly appointed proxyholders can attend the Meeting online by going to <https://web.lumiagm.com/208578497>.

- Registered Shareholders and duly appointed proxyholders can participate in the Meeting by clicking “**I have a login**” and entering a Username and Password before the start of the Meeting.
  - Registered Shareholders - The 15-digit control number located on the form of proxy or in the email notification you received is the Username and the Password is “**namaste2020**” (case sensitive).
  - Duly appointed proxyholders – Computershare will provide the proxyholder with a Username after the voting deadline has passed. The Password to the Meeting is “**namaste2020**” (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 who wish to appoint a third-party proxyholder to represent them at the online Meeting (or Non-Registered Shareholders who want to appoint themselves) **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 their 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 after submitting the proxy/voting instruction form, shareholders MUST visit [www.computershare.com/namaste](http://www.computershare.com/namaste) by 2:00 p.m. (Toronto time) on Friday, September 25, 2020 and provide Computershare with their proxyholder’s contact information, so that Computershare may provide the proxyholder with a Username via email after the proxy cutoff time.

**It is important that you are 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 15-digit control number and proxyholders must have received an email from Computershare containing a Username.**

## Participating at the Meeting

The Meeting will be hosted online by way of a live webcast. Shareholders will not be able to physically attend the Meeting in person. A summary of the information Shareholders will need to attend the online Meeting is provided below. The Meeting will begin at 2:00 p.m. (Toronto time) on Tuesday, September 29, 2020.

- Registered Shareholders (as defined in this Information Circular under the heading “**Voting at the Meeting**”) who have a 15-digit control number, along with duly appointed proxyholders who were assigned a Username by Computershare Investor Services Inc. (“**Computershare**”) (see details under the heading “**Appointment of Proxies**”), will be able to vote and submit questions during the Meeting. To do so:
  - please go to <https://web.lumiagm.com/208578497> prior to the start of the Meeting to login.
  - Click on “I have a login” and enter your 15-digit control number or Username along with the password “**namaste2020**” (case sensitive).
- Non-Registered Shareholders (as defined in this Information Circular under the heading “**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 complete the online form.
- United States Beneficial holders: To attend and vote at the virtual Meeting, you must first obtain a valid legal proxy from your broker, bank or other agent and then register in advance to attend the Meeting. Follow the instructions from your broker or bank included with these proxy materials, or contact your broker or bank to request a legal proxy form. After first obtaining a valid legal proxy from your broker, bank or other agent, to then register to attend the Meeting, you must submit a copy of your legal proxy to Computershare. Requests for registration should be directed to:

Computershare  
100 University Avenue,  
8<sup>th</sup> Floor  
Toronto, Ontario M5J 2Y1

OR

Email at [uslegalproxy@computershare.com](mailto:uslegalproxy@computershare.com)

Requests for registration must be labeled as “Legal Proxy” and be received no later than Friday, September 25, 2020 by 2:00 p.m. (Toronto time). You will receive a confirmation of your registration by email after we receive your registration materials. You may attend the Meeting and vote your shares at <https://web.lumiagm.com/208578497> during the Meeting. Please note that you are required to register your appointment at [www.computershare.com/namaste](http://www.computershare.com/namaste).

- Non-Registered Shareholders who do not have a 15-digit control number or Username will only be able to attend as a guest which allows them listen to the Meeting, however, they will not be able to vote or submit questions. Please see the information under the heading “Non-Registered Shareholders” for an explanation of why certain Shareholders may not receive a form of proxy.
- 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.

## Voting at the Meeting

A registered shareholder of Common Shares (a “**Registered Shareholder**”), or a Non-Registered Shareholder who has appointed themselves or a third-party proxyholder to represent them at the Meeting,

will appear on a list of Shareholders prepared by Computershare, the transfer agent and registrar for the Meeting. To have their Common Shares voted at the Meeting, each Registered Shareholder or proxyholder will be required to enter their control number or Username provided by Computershare at <https://web.lumiagm.com/208578497> prior to the start of the meeting. In order to vote, Non-Registered Shareholders who appoint themselves as a proxyholder **MUST** register with Computershare at [www.computershare.com/namaste](http://www.computershare.com/namaste) **after** submitting their voting instruction form in order to receive a Username (please see the information under the heading “Appointment of Proxies” below for details).

### **Appointment of Proxies**

Shareholders who wish to appoint a third-party proxyholder to represent them at the online meeting (or Non-Registered Shareholders who want to appoint themselves) **must submit their proxy or voting instruction form (if applicable) prior to registering their proxyholder. Registering your proxyholder is an additional step once you have submitted your proxy or voting instruction form. 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** visit [www.computershare.com/namaste](http://www.computershare.com/namaste) by 2:00 p.m. (Toronto time) on Friday, September 25, 2020 and provide Computershare with their proxyholder’s contact information, so that Computershare may provide the proxyholder with a Username via email after the proxy cutoff time.

A proxy can be submitted to Computershare either in person, or by mail or courier, to 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1, or via the internet at [www.investorvote.com](http://www.investorvote.com). The proxy must be deposited with Computershare by no later than 2:00 p.m. (Toronto time) on Friday, September 25, 2020, or if the Meeting is adjourned or postponed, not less than 48 hours, excluding Saturdays, Sundays and statutory holidays, before the commencement of such adjourned or postponed meeting. The time limit for the deposit of proxies may be waived or extended by the chair of the Meeting at his or her discretion without notice.

**Without a Username, proxyholders will not be able to vote or ask questions at the virtual Meeting.**

### **GENERAL PROXY INFORMATION**

In this Information Circular, references to “we” and “our” refer to the Company. The “Board of Directors” or the “Board” refers to the Board of Directors of the Company. “Director” refers to a member of the Board of Directors of the Company. “Common Shares” means common shares without par value in the capital of the Company. “Shareholders” refer to Shareholders of the Company. “Registered Shareholders” means Shareholders of the Company who hold Common Shares in their own name. “Beneficial Shareholders” means Shareholders of the Company who do not hold Common Shares in their own name and “Intermediaries” refer to brokers, investment firms, clearing houses and similar entities that own securities on behalf of Beneficial Shareholders.

The Board of Directors has approved the contents and distribution of this Information Circular.

**All dollar amounts referred to herein are in Canadian currency unless otherwise indicated. The Company uses the Canadian dollar in its financial statements.**

### **Solicitation of Proxies**

The Company has retained the services of Laurel Hill Advisory Group (“**Laurel Hill**”) to act as Namaste’s shareholder communications advisor and proxy solicitation agent. While it is expected that the solicitation of proxies will be primarily by mail, subject to the use of Notice-and-Access Provisions in relation to the delivery of this Information Circular, proxies may be solicited personally, by telephone or other means by Directors, officers and regular employees of the Company or by Laurel Hill. In connection with these services, the Company will pay fees of approximately \$25,000 to Laurel Hill in addition to reimbursing certain out-of-pocket expenses. Namaste has arranged for Intermediaries to forward the Meeting materials



to Beneficial Shareholders of the Common Shares held of record by those Intermediaries and Namaste may reimburse the Intermediaries for their reasonable fees and disbursements in that regard.

### **Notice and Access Process**

Notice-and-Access means provisions concerning the delivery of proxy-related materials to Shareholders found in section 9.1.1 of National Instrument 51-102 – *Continuous Disclosure Obligations* (“**NI 51-102**”), in the case of Registered Shareholders, and section 2.7.1 of National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”), in the case of Beneficial Shareholders (collectively, the “**Notice-and-Access Provisions**”), which allow an issuer to deliver an information circular forming part of proxy-related materials to shareholders via certain specified electronic means provided that the conditions of NI 51-102 and NI 54-101 are met.

The Notice-and-Access Provisions allow reporting issuers, other than investment funds, to choose to deliver proxy-related materials to registered holders and beneficial owners of securities by posting such materials on a non-SEDAR website (usually the reporting issuer’s website and sometimes the transfer agent’s website) rather than by delivering such materials by mail. The Notice-and-Access Provisions can be used to deliver materials for both special and general meetings of shareholders. Reporting issuers may still choose to continue to deliver such proxy-related materials by mail, and, pursuant to Notice-and-Access Provisions, both registered and beneficial owners are entitled to request delivery of a paper copy of the information circular at the reporting issuer’s expense.

The use of the Notice-and-Access Provisions reduces paper waste and mailing costs of the issuer. In order for the Company to utilize the Notice-and-Access Provisions to deliver proxy-related materials by posting an information circular (and if applicable, other materials) electronically on a website that is not SEDAR, the Company must send a notice to Shareholders, including Non-Registered Holders (as defined below), indicating that the proxy-related materials have been posted and explaining how a Shareholder can access them or obtain a paper copy of those proxy-related materials from the Company. This Information Circular has been posted in full at <https://www.namastetechnologies.com/annual-general-meeting/> and under the Company’s SEDAR profile at [www.sedar.com](http://www.sedar.com).

In order to use Notice-and-Access Provisions, a reporting issuer must set the record date for notice of a meeting of shareholders to be on a date that is at least forty days prior to the meeting in order to ensure there is sufficient time for the materials to be posted on the applicable website and other materials to be delivered to shareholders. The Notice-and-Access notification, which requires the Company to provide basic information about the Meeting and the matters to be voted on, explains how a Shareholder can obtain a paper copy of the Information Circular and any related Meeting materials. A Notice-and-Access notification has been delivered to Shareholders by the Company, along with the applicable voting document (a form of proxy in the case of Registered Shareholders or a voting instruction form in the case of Non-Registered Holders).

As the Company is a reporting issuer that is using the Notice-and Access Provisions for its annual general meeting for the first time, it was subject to the requirement to file a notification at least twenty-five days prior to the record date (i.e. August 20, 2020) indicating its intent to use Notice-and Access Provisions which filing was originally made on or about July 24, 2020.

The Company will not rely upon the use of ‘stratification’. Stratification occurs when a reporting issuer using the Notice-and-Access Provisions provides a paper copy of the information circular with the notice provided to shareholders as described above. In relation to the Meeting, all Shareholders will have received the required documentation under the Notice-and-Access Provisions and all documents required to vote in respect of all matters to be voted on at the Meeting. No Shareholder will receive a paper copy of the Information Circular from the Company or any Intermediary unless explicitly requested by such Shareholder.

Any Shareholder who wishes to receive a paper copy of this Information Circular must contact the Company by telephone: toll free at: +1 877-660-2365 or by email at: [info@namastetechnologies.com](mailto:info@namastetechnologies.com). A Shareholder may also use the contact information noted above to obtain additional information about the Notice-and-

Access Provisions. Under Notice-and-Access Provisions, Meeting related materials will be available for viewing for up to one year from the date of posting and a paper copy of the materials can be requested at any time during this period. In order to ensure that a paper copy of the Information Circular can be delivered to a requesting Shareholder in time for such Shareholder to review the Information Circular and return a proxy or voting instruction form prior to the deadline for the receipts of proxies being 2:00 p.m. (Toronto time) on Friday, September 25, 2020, it is strongly suggested that a Shareholder ensure their request is received by the Company no later than September 14, 2020.

**All Shareholders may call +1 877-660-2365 (toll-free) in order to obtain additional information relating to the Notice-and-Access Provisions or to obtain a paper copy of the Information Circular, up to and including the date of the Meeting, including any adjournment of the Meeting.**

### **Appointment of Proxyholders**

The individuals named in the accompanying form of proxy (the “**Proxy**”) are Directors or employees of the Company. **If you are a Shareholder entitled to vote at the Meeting, you have the right to appoint a person or company other than the persons designated in the Proxy, to attend and act for you and on your behalf at the Meeting. You may do so either by inserting the name of that other person in the blank space provided in the Proxy or by completing and delivering another suitable form of proxy.**

### **Voting by Proxyholder**

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

- (a) each matter or group of matters identified therein for which a choice is not specified, other than the appointment of an auditor and the election of Directors;
- (b) any amendment to or variation of any matter identified therein; and
- (c) any other matter that properly comes before the Meeting.

In respect of a matter for which a choice is not specified in the Proxy, the management appointee acting as a proxyholder will vote in favour of each matter identified on the Proxy.

### **Registered Shareholders**

If you are a Registered Shareholder (a Shareholder whose name appears on the records of the Company as the registered holder of Common Shares) of the Company, you may wish to vote by proxy whether or not you are able to attend the Meeting. Registered Shareholders electing to submit a proxy may do so by:

- (a) completing, dating and signing the Proxy, accompanying the Notice and Access notification and returning it to the Company’s registrar and transfer agent, Computershare Investor Services Inc. (“**Computershare**”), by fax within North America at 1-866-249-7775, outside North America at 1-416-263-9524, or by mail or delivery to 8th Floor, 100 University Avenue, Toronto, Ontario, M5J 2Y1;
- (b) using a touch-tone phone to transmit voting choices to the toll-free number given in the Proxy. Registered Shareholders who choose this option must follow the instructions of the voice response system and refer to the enclosed Proxy for the toll-free number and the proxy control number; or
- (c) using Computershare’s website, [www.investorvote.com](http://www.investorvote.com). Registered Shareholders must follow the instructions that appear on the screen and refer to the enclosed Proxy for the proxy control number.

In all cases, ensuring that the Proxy is received at least 48 hours (excluding Saturdays, Sundays and holidays) before the Meeting, or the adjournment thereof, at which the Proxy is to be used. The time limit for the deposit of proxies may be waived or extended by the chair of the Meeting at his or her discretion without notice.

**Registered Shareholders who have questions or require further assistance with voting can contact Namaste's proxy solicitation agent and Shareholder communications advisor, Laurel Hill, by telephone, toll-free for Shareholders in North America at 1-877-452-7184, or 1-416-304-0211 for Shareholders outside of North America or e-mail to [assistance@laurelhill.com](mailto:assistance@laurelhill.com).**

### **Revocation of Registered Proxies**

A Registered Shareholder who has given a Proxy may revoke the Proxy by:

- (a) signing a proxy with a later date and delivering it at the time and to the place noted above;
- (b) signing and dating a written notice of revocation and delivering it at the time and to the place noted above; or
- (c) attending the virtual Meeting or any adjournment of the Meeting and voting while the Meeting is in session.

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

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

**Many Shareholders are "non-registered" Shareholders because the Common Shares they own are not registered in their names but are instead registered in the name of the brokerage firm, bank or trust company through which they purchased the shares.** More particularly, a person is not a Registered Shareholder in respect of shares which are held on behalf of that person (the "**Non-Registered Holder**") but which are registered either: (a) in the name of an intermediary (an "**Intermediary**") that the Non-Registered Holder deals with in respect of the shares (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs, TFSA's and similar plans); or (b) in the name of a clearing agency (such as The Canadian Depository for Securities Limited) of which the Intermediary is a participant.

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

These securityholder materials are sent to both Registered and Non-Registered Owners of the securities of the Company utilizing the Notice-and-Access Provisions. If you are a Non-Registered Owner, and the Company or its agent sent these materials directly to you, your name, address and information about your holdings of securities were obtained in accordance with applicable securities regulatory requirements from the Intermediary holding securities on your behalf.

The form of proxy supplied to you by your broker will be similar to the proxy provided to Registered Shareholders by the Company. However, its purpose is limited to instructing the Intermediary on how to vote your Common Shares on your behalf. Most brokers delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**") in Canada and the United States. Broadridge mails a voting instruction form ("**VIF**") in lieu of a proxy provided by the Company and asks Beneficial Shareholders to return the VIF to Broadridge. Alternatively, the Beneficial Shareholder may call a toll-free number or go online to [www.proxyvote.com](http://www.proxyvote.com) to vote. Namaste may utilize the Broadridge QuickVote™ service to assist Namaste Shareholders with voting their shares. Certain Beneficial Shareholders who have not objected to Namaste knowing who they are (non-objecting beneficial owners) may be contacted by Laurel Hill to obtain a vote directly over the phone.

The VIF will name the same persons as the Company's Proxy to represent your Common Shares at the Meeting. You have the right to appoint a person, other than any of the persons designated in the VIF, to represent your Common Shares at the Meeting and that person may be you. To exercise this right, insert the name of your desired representative (which may be you) in the blank space provided in the VIF. The completed VIF must then be returned to Broadridge in accordance with Broadridge's instructions. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting voting of the Common Shares to be represented at the Meeting and the appointment of any Beneficial Shareholder's representative.

**Non-registered Shareholders who have questions or require further assistance with voting can contact the Namaste's proxy solicitation agent and Shareholder communications advisor, Laurel Hill, by telephone, toll-free for Shareholders in North America at 1-877-452-7184, or 1-416-304-0211 for Shareholders outside of North America or e-mail to [assistance@laurelhill.com](mailto:assistance@laurelhill.com).**

#### **Revocation of Non-Registered Proxies**

Only Registered Shareholders have the right to revoke a proxy. Beneficial Shareholders of Common Shares who wish to change their vote must, in sufficient time in advance of the Meeting, arrange for their respective Intermediaries to change their vote and, if necessary, revoke their proxy in accordance with the revocation procedures set out above.

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

Other than as set forth in this Information Circular, management of the Company is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, of any director or executive officer of the Company, any nominee for election as a director of the Company or any associate or affiliate of any such person, in any matter to be acted upon at the Meeting other than the election of directors.

#### **RECORD DATE**

The Board has fixed August 20, 2020, as the record date (the "Record Date") for the determination of persons entitled to receive notice of and vote at the Meeting. Only Shareholders of record at the close of business on the Record Date who either (i) attend the Meeting in person by virtual means, (ii) complete, sign and deliver a form of proxy in the manner and subject to the provisions described above, or (iii) vote in one of the manners provided for in the VIF, will be entitled to vote or to have their Common Shares voted at the Meeting.

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

The holders of the Company's Common Shares of record at the Record Date are entitled to vote such shares at the Meeting on the basis of one vote for each Common Share held. The Company is authorized to issue an unlimited number of Common Shares without par value of which 323,954,483 Common Shares were issued and outstanding as of the Record Date.

The issued and outstanding Common Shares are listed for trading on the TSX Venture Exchange ("TSXV") under the symbol "N". The Company is also listed on the OTCQB Venture Market under the symbol "NXTTF" and traded as open stock on the Frankfurt Stock Exchange under the symbol "M5BQ". The Company is a reporting issuer in each of the provinces of Canada, other than Québec.

The quorum for the transaction of business at a meeting of Shareholders is one person present in person or by proxy.

To the knowledge of the directors and senior officers of the Company, no one person or entity beneficially owns, directly or indirectly, or exercises direction or control over, more than 10% of the Common Shares as of the date hereof.

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

### 1. Financial Statements

The audited consolidated financial statements of the Company for the financial year ended November 30, 2019 and the report of the auditors thereon will be placed before the Meeting. Approval of the Shareholders is not required in relation to the financial statements.

### 2. Appointment of Auditors

Baker Tilly WM LLP (“**Baker Tilly**”) was first appointed as the auditors of the Company on March 15, 2019.

Shareholders will be asked to vote for the appointment of Baker Tilly, as the Company’s auditors, to hold office until the next annual general meeting of the Shareholders, at a remuneration to be fixed by the directors. Baker Tilly, located at 1400-200 University Ave., Toronto, Ontario M5H 3C6, will be nominated at the Meeting for appointment as auditor of the Company to serve until the close of the next annual general meeting of Shareholders.

Unless the Shareholder has specified in the enclosed Proxy that the Common Shares represented by such Proxy are to be withheld from voting in the appointment of auditors, the persons named in the enclosed Proxy intend to vote FOR the appointment of Baker Tilly as auditors of the Company to hold office until the next annual general meeting of Shareholders, and to authorize the directors to fix the remuneration of the auditors. The appointment of Baker Tilly as auditors and the authorization for the directors to fix their remuneration requires the affirmative vote of a majority of the votes cast at the Meeting.

### 3. Election of Directors

#### Advance Notice Provisions

The Company’s Articles sets out certain provisions to provide Shareholders, directors and management of the Company with direction on the procedure for Shareholder nomination of Directors to be elected to the Board and to provide a framework under which a deadline is fixed by which holders of record of Common Shares must submit written Director nominations to the Company prior to any annual or special meeting of Shareholders and to set forth the information that a Shareholder must include in the written nomination notice to the Company in order for that notice to be in proper written form (the “**Advance Notice Provisions**”). The Advance Notice Provisions were approved by Shareholders at the Company’s annual and special meeting of Shareholders held on October 16, 2014.

The purpose of the Advance Notice Provisions are to foster a variety of interests of the Shareholders and the Company by ensuring that all Shareholders – including those participating in a meeting by proxy rather than attending a meeting of Shareholders – receive adequate notice of the nominations to be considered at a meeting and can thereby exercise their voting rights in an informed manner.

The foregoing is merely a summary of the Advance Notice Provisions, is not comprehensive and is qualified by the full text of such provisions as contained in the Articles of the Company, a copy of which is available on the Company’s website at [www.namastetechnologies.com](http://www.namastetechnologies.com).

**As of the date of this Information Circular, the Company has not received notice of a nomination in compliance with the Advance Notice Provisions.**

#### Nominees for Election

The Company’s Articles provide that the number of Directors shall be determined from time to time by the Board. The Board has set the number of Directors at 5. It is proposed that the below-stated nominees be elected at the Meeting as Directors of the Company for the ensuing year. The persons designated in the enclosed Proxy, unless instructed otherwise, intend to vote FOR the election of the nominees listed below to the board of directors of the Company (the “**Board**”). Each Director elected will hold office until the

close of the next annual general meeting of the Shareholders, or until his successor is duly elected or appointed, unless his office is earlier vacated.

Management does not contemplate that any of the nominees will be unable to serve as a Director but, if that should occur for any reason prior to the Meeting, the persons designated in the enclosed Proxy reserve the right to vote for other nominees in their discretion.

The following table sets out the names of the Director nominees; all offices in the Company each nominee now holds; each nominee's principal occupation, business or employment; the period of time during which each nominee has been a Director of the Company; and the number of Common Shares beneficially owned by each nominee, directly or indirectly, or over which each nominee exercised control or direction, as at the Record Date.

Name, Province and Country of Residence and Position Held	Principal Occupation for the Past Five Years	Director Since	Common Shares Beneficially Owned or Controlled <sup>(7)</sup>	Percentage of Issued and Outstanding Common Shares <sup>(8)</sup>
<b>Meni Morim</b> Ontario, Canada  <b>Chief Executive Officer &amp; Director</b>	CEO of the Company since August 2019; prior to that interim CEO from February 2019; prior to that Chief Product Officer and Director of AI of the Company through Pandu Consulting AB from August 2018. Prior to joining Namaste Mr. Morim was the co-founder and CEO of Findify since September 2014.	August 25, 2019	3,624,288 <sup>(2)</sup>	1.12%
<b>Baran Dilaver</b> <sup>(3)(4)(6)</sup> California, USA  <b>Director</b>	Current Co-founder and Managing Partner of FutureScape SF LLC since January 2018. Prior to that, Interim COO of Namaste from April 2018 to August 2018; COO and CMO of Firefly Vapor from August 2014 to October 2017.	November 1, 2019	51,875	0.16%
<b>Laurens Feenstra</b> <sup>(1)(3)(4)(5)(6)</sup> California, USA  <b>Director</b>	CTO of Wavepaths Ltd. since January 2020. Current Founder of Lighthouse Labs since March 2019. Prior to that, Product Manager at Waymo LLC from January 2017 to July 2019; prior to that Product Manager at Google Inc. from October 2013 to December 2016.	March 27, 2018	50,000	0.15%
<b>Branden Spikes</b> <sup>(1)(3)(5)</sup> California, USA  <b>Director</b>	Current Head of IT, Terrestrial Cloud & Network Infrastructure of Astra Space Inc. since February 2018. Prior to that, CIO at Medall, Inc. from April 2017 to August 2018; prior to that, Founder, CEO and CTO of Spikes Security Inc. from July 2012 to April 2018.	March 27, 2018	50,000	0.15%

Name, Province and Country of Residence and Position Held	Principal Occupation for the Past Five Years	Director Since	Common Shares Beneficially Owned or Controlled <sup>(7)</sup>	Percentage of Issued and Outstanding Common Shares <sup>(8)</sup>
<b>Andrew Wilczynski</b> <sup>(1)(3)(4)(5)(6)</sup> Ontario, Canada  <i>Director</i>	Independent Consultant since July 2011.	May 24, 2019	50,000	0.15%

**Notes:**

- (1) Member of the Audit and Finance Committee. Mr. Wilczynski is the Chairperson of the Audit and Finance Committee.
- (2) Common Shares are held both directly and indirectly, including through wholly-owned private companies.
- (3) Independent director.
- (4) Member of the Compensation Committee. Mr. Feenstra is the Chairperson of the Compensation Committee.
- (5) Member of the Corporate Governance and Nominating Committee. Mr. Wilczynski is the Chairperson of the Corporate Governance and Nominating Committee.
- (6) Member of the Planning and Strategy Committee. Mr. Dilaver is the Chairperson of the Planning and Strategy Committee.
- (7) The information as to Common Shares beneficially owned, directly or indirectly, or over which control or direction is exercised has been furnished to the Company by the nominees or has been extracted from insider reports filed by the respective nominees which are publicly available through the internet at the website for the Canadian System for Electronic Disclosure by Insiders (SEDI) at [www.sedi.ca](http://www.sedi.ca).
- (8) Based on 323,954,483 Common Shares issued and outstanding as of the Record Date.

The following is a summary biography of each of the directors of the Company:

*Meni Morim - Chief Executive Officer and Director*

Mr. Morim previously served as Namaste's Chief Product Officer and Director of Artificial Intelligence when Namaste acquired Findify AB in 2018, a company he co-founded and led as CEO, until his appointment as interim CEO, followed by his appointment as CEO of the Company. With Namaste, Mr. Morim has led long-term product strategy and road-mapping, focusing on Namaste's vision, product design, development and marketing. Mr. Morim has over 17 years of software development experience working in telecommunications, payments and e-commerce. He has managed co-located and distributed teams across the world to develop new, innovative products and build strategies to succeed in hyper-competitive markets

*Branden Spikes - Chairman of the Board and Director*

Mr. Spikes spent twenty years designing and building high performance, highly secure IT systems. Most of that time as CIO for Elon Musk at Zip2, PayPal, Tesla, and SpaceX where he helped pioneer, architect, and build some extraordinary technology. He then founded and exited a cybersecurity product startup in the Silicon Valley creating some of the most secure technology for accessing the web. Today he is a technology evangelist, investor, board member, and is the head of IT for Astra, a new rocket company startup in Silicon Valley. Having been mentored by one of the world's top entrepreneurs, Mr. Spikes brings experience, perspective, and a unique skill set to his endeavors.

*Baran Dilaver - Director*

Mr. Dilaver is an entrepreneur, creator, and accomplished executive. He has served as CEO and COO at public and private companies, launched over a dozen well-known brands worldwide, and has developed many award-winning products for prominent institutions. Mr. Dilaver's previous venture, Firefly Vapor, where he served as the COO and CMO, was sold to a larger company and the ensuing company went public in early 2019. Mr. Dilaver helped facilitate one of the largest Series A capital raises in cannabis, US\$35M for Mile High Labs, and co-founded FutureScape LLC, a technology focused product design and branding firm. Mr. Dilaver is a frequent speaker at industry conferences such as Tech Open Air Berlin,

Brand Week, European Communications Summit, and CannaTech. He studied Economics at the University of California, Berkeley, where he excelled in academics and athletics earning scholarships in both fields.

*Laurens Feenstra – Director*

Mr. Feenstra is currently the CTO at Wavepaths Ltd and the Founder of Lighthouse Labs. Previously, he was a Product Manager for Google's Waymo self-driving car project. At Waymo, Mr. Feenstra championed out of the box thinking with his colleagues who include some of the most forward-thinking AI experts in the world. His goal was to make self-driving cars available to the masses and reduce traffic accidents by remarkable margins. Prior to Waymo, Mr. Feenstra worked on some of Google's most well-known products such as Chromebooks and Android. A former consultant at McKinsey & Company, he holds a bachelor's degree in Artificial Intelligence and a master's degree in Computer Science in Human-Computer Connection from University of Groningen in the Netherlands. Mr. Feenstra was a visiting scholar at Carnegie Mellon University and is the co-founder and organizer of a Burning Man camp called Never Sleep Again.

*Andrew Wilczynski – Director*

Mr. Andrew Wilczynski is a highly seasoned senior business leader with extensive experience with a wide range of organizations including start-ups and multinational corporations. He has advised on and led significant national, cross-border and international financial and operational restructurings and reorganizations across a broad spectrum of industry sectors. This includes development and implementation of growth strategies including capital raising, mergers, acquisitions, divestitures and refinancing initiatives. Mr. Wilczynski had been a partner in PwC's deals practice for 20 years. Since retiring in 2011, Mr. Wilczynski has continued advising corporate clients and their boards of directors as well as serving on various boards of directors.

Cease Trade Orders, Bankruptcies, Penalties or Sanctions

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

- (a) is, as at the date of this Information Circular, or has been, within 10 years before the date of this Information Circular, a director, chief executive officer or chief financial officer of any company (including the Company) that,
  - (i) was subject to an order that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or
  - (ii) was subject to an order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer;
- (b) is, as at the date of this Information Circular, or has been within 10 years before the date of this Information Circular, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceeding, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets;
- (c) has, within the 10 years before the date of this 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;



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

For the purposes of the above paragraph, “order” means a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, in each case that was in effect for a period of more than 30 consecutive days.

In 2016, Mr. Wilczynski was a member of the board of directors of Primus Telecommunication Company during which time it filed a plan of arrangement as part of the sale of its business under the provisions of the *Companies Creditors Arrangement Act*.

On April 2, 2019, the Company’s then principal regulator, the British Columbia Securities Commission, granted a management cease trade order (“**MCTO**”), which restricted all trading in securities of the Company by its then interim CEO (Meni Morim, the Company’s present CEO) and its then CFO (Kenneth Ngo). On April 4, 2019, the Ontario Securities Commission also issued an MCTO to Mr. Ngo, who is a resident of Ontario, restricting all his trading in the Company’s securities.

These MCTOs were issued in connection with the Company’s failure to file its audited annual financial statements for the period ended November 30, 2018, accompanying management’s discussion and analysis and corresponding CEO and CFO certifications. The MCTOs were also extended to cover the late filing of the Company’s interim financial statements for the period ended February 28, 2019, accompanying management’s discussion and analysis and related CEO and CFO certifications. Messrs. Feenstra and Spikes were the Directors of the Company when the MCTOs were granted. The British Columbia MCTO was revoked on June 3, 2019 and the Ontario MCTO lapsed on June 4, 2019.

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

**Management of the Company recommends that Shareholders vote in favour of the foregoing nominees, and the persons named in the enclosed Proxy intend to vote FOR the election of such nominees at the Meeting, unless otherwise directed.**

#### **4. Ratification of Amended and Restated Stock Option Plan**

At the Meeting, Shareholders will be asked to approve an ordinary resolution ratifying, confirming and approving the Company’s 10% “rolling” Stock Option Plan, as amended (the “**Amended and Restated Stock Option Plan**”). Pursuant to the policies of the TSXV, rolling stock option plans (where the number of shares reserved under the plan automatically increases as the number of issued and outstanding shares increases) are required to be ratified by shareholders annually to remain in existence. The Amended and Restated Stock Option Plan is in the same form as ratified by Shareholders at the annual general meeting held in 2019 except that, as a result of the adoption of the RSU Plan and the DSU Plan (as such terms are defined below) by the Board on August 21, 2020 (see “Ratification of Restricted Share Unit Award Plan” and “Ratification of Deferred Share Unit Plan” below), it has been amended to provide that the number of Common Shares reserved and available for issuance to certain persons pursuant to the exercise of Options under the Amended and Restated Stock Option Plan, when combined with all other security-based compensation plans of the Company (including the RSU Plan and DSU Plan) do not exceed certain limits prescribed by the policies of the TSXV, as well as other housekeeping amendments. A copy of the Amended and Restated Stock Option Plan which was approved by the Board on August 21, 2020 is appended hereto as Schedule “A”, showing as underlined the changes made to such plan.

The amendments to the stock option plan were and are necessary to ensure that all of the Company's security-based compensation arrangements (which includes the Amended and Restated Stock Option Plan, the RSU Plan and the DSU Plan that are subject to ratification by the Shareholders at the Meeting) do not exceed the prescribed limits under TSXV policies, in the aggregate.

A summary of the key terms of the Amended and Restated Stock Option Plan is set forth in this Information Circular under the heading "Stock Option Plans and Other Incentive Plans".

As a result, at the Meeting, Shareholders will be asked to consider and approve an ordinary resolution, in substantially the following form, in order to ratify, confirm and approve the Amended and Restated Stock Option Plan:

**"BE IT RESOLVED, AS AN ORDINARY RESOLUTION OF SHAREHOLDERS OF THE COMPANY, THAT,**

1. The Amended and Restated Stock Option Plan (the "**Amended and Restated Stock Option Plan**") of Namaste Technologies Inc. (the "**Company**"), in substantially the form attached as Schedule "A" to the Company's management information circular dated August 21, 2020 (the "**Circular**"), is hereby ratified, confirmed and approved, subject to the acceptance of the TSX Venture Exchange; and
2. any one (1) director or officer of the Company is hereby authorized for and on behalf of the Company to execute and deliver all such instruments and documents and to perform and do all such acts and things as may be deemed advisable in such individual's discretion for the purpose of giving effect to this resolution, the execution of any such document or the doing of any such other act or thing being conclusive evidence of such determination."

**Management of the Company recommends that Shareholders vote in favour of the foregoing resolution. Proxies received in favour of management will be voted FOR the ratification of the Amended and Restated Stock Option Plan unless a Shareholder has specified in the Proxy that his or her or its Common Shares are to be voted against such resolution.**

## **5. Ratification of Deferred Share Unit Plan**

The Company proposes to adopt the Deferred Share Unit Plan (the "**DSU Plan**"), a share-based compensation plan, which would permit the grant of deferred share units of the Company ("**DSUs**") to certain eligible participants. The Board approved the DSU Plan on August 21, 2020 subject to the acceptance of the TSXV of the DSU Plan, and conditional upon receipt of disinterested shareholder approval. The Company has not granted any DSUs under the DSU Plan.

The purpose of the DSU Plan is to provide participants (i.e. Directors who are not employees or officers of the Company or any of its subsidiaries, other than persons that perform "Investor Relations Activities" (as defined in the policies of the TSXV) for the Company) (a "**DSU Participant**") with an opportunity to receive a portion or all of their compensation in DSUs. The DSU Plan aims to align the interests of DSU Participants with those of Shareholders. The DSU Plan is meant to qualify under paragraph 6801(d) of the Income Tax Regulations (Canada) and consequently will not be a salary deferral arrangement or an employee benefit plan as those terms are defined in subsection 248(1) of the Income Tax Act (Canada).

The following is a summary of the material provisions of the DSU Plan. It is not a comprehensive discussion of all of the terms and conditions of the DSU Plan. Readers are advised to review the full text of the DSU Plan attached hereto as Schedule "B" to fully understand all terms and conditions of the DSU Plan.

The maximum number of Shares which the Company may issue from treasury in connection with the redemption of Deferred Share Units granted under the DSU Plan (including, for greater certainty any dividends credited to an Account of a Participant in the form of additional Deferred Share Units), when combined with the number of Shares that may be reserved for issue under all of the Company's other Security-based Compensation Arrangements other than the Company's stock option plan) may not exceed

32,395,448 Shares (being 10% of the issued and outstanding Shares, calculated on a non-diluted basis, as at August 21, 2020, the date on which the Board approved the DSU Plan) calculated on a non-diluted basis, or such greater number as may be approved from time to time by the Company's shareholders in accordance with the requirements of the TSXV. Notwithstanding the foregoing, at no time shall the number of Shares that may be reserved for issue under the DSU Plan, when combined with the number of Shares that may be reserved for issue under all of the Company's other security-based compensation arrangements exceed 10% of the total number of issued and outstanding Shares (calculated on a non-diluted basis) at the time of grant.

The number of Shares issuable to insiders of the Company within a one-year period, under the DSU Plan or when combined with all of the Company's security-based compensation arrangements cannot exceed 10% of the issued and outstanding Shares.

During any twelve (12) month period, the number of Shares issued from treasury which may be reserved for issue to (i) insiders of the Company under the DSU Plan and when combined with all other security-based compensation arrangements of the Company may not exceed, in the aggregate, ten percent (10%) of the issued and outstanding Shares, calculated on a non-diluted basis at the time of grant, or such greater number as may be approved from time to time by the Company's shareholders in accordance with the requirements of the TSXV, and (ii) any one person under the DSU Plan, when combined with all other security-based compensation arrangements of the Company, may not exceed, in the aggregate, five percent (5%) of the issued and outstanding Shares, calculated on a non-diluted basis at the time of grant, or such greater number as may be approved from time to time by the Company's shareholders in accordance with the requirements of the TSXV. The number of Shares issuable from treasury which may be reserved for issue to insiders of the Company, at any time, under the DSU Plan, when combined with all other security-based compensation arrangements of the Company, may not exceed ten percent (10%) of the issued and outstanding Shares, in the aggregate, calculated on a non-diluted basis at the time of grant, or such greater number as may be approved from time to time by the Company's shareholders in accordance with the requirements of the TSXV.

A DSU Participant, being any director of the Company who is not an employee or officer of the Company or of its subsidiaries (a "**Non-Executive Director**" or "**NED**") is eligible to be credited with DSUs under the DSU Plan.

At the time of their appointment, each NED will receive DSUs corresponding to 100% of the cash value of initial compensation for new Directors of the Company then in effect as part of the compensation plan of the Directors of the Company. Each year thereafter, a Non-Executive Director may elect to receive up to 100% of his or her annual compensation for their services as a director ("**Fees**") in the form of DSUs with the balance to be paid in cash. The Company will grant, in respect of each Non-Executive Director, that number of DSUs as is determined by dividing the amount of Fees that, but for an election, would have been paid to the Non-Executive Director, by the last closing price per Common Share on the TSXV immediately prior to the relevant date (the "**Fair Market Value**"), and will credit the Non-Executive Director's account with such DSUs. Only cash compensation that would otherwise be paid to DSU Participants is eligible to be paid out in DSUs on a value-for-value exchange, and the DSU Plan prohibits discretionary grants.

DSUs will vest immediately upon being credited to a DSU Participant's account. DSUs credited to the DSU Participant's account may only be redeemed in the event of the cessation of a Non-Executive Director's directorship for any reason, including such person's resignation, failure to be re-elected or death (the "Termination"). Each DSU is represented by a bookkeeping entry on the books of the Company and is equivalent in value to a Share.

Upon redemption, the Company will issue to the DSU Participant a number of Shares from treasury equal to the number of DSUs credited in the DSU Participant's account, less the number of Shares that results by dividing the aggregate amount of any federal, provincial, local or foreign taxes and other amounts required by law to be withheld (the "**Applicable Withholding Taxes**") by the Fair Market Value as of the date of redemption. Instead of issuing Shares from treasury, the Company may elect, in its sole discretion, to pay the person an amount of money determined by multiplying the number of DSUs credited in the DSU

Participant's account by the Fair Market Value as of the date of redemption, net of any Applicable Withholding Taxes, upon redemption.

The rights of a Non-Executive Director pursuant to the terms of the DSU Plan are non-assignable or alienable by him or her either by pledge, assignment or in any other manner, and after his or her lifetime will enure to the benefit of and be binding upon the Non-Executive Director's estate. The rights and obligations of the Company under the DSU Plan may be assigned by the Company to a successor in the business of the Company.

The number of Deferred Share Units standing to the credit of an account will also be appropriately adjusted to reflect the payment of dividends in Shares (other than dividends in the ordinary course), the subdivision, consolidation reclassification, conversion or exchange of the Shares, or a merger, consolidation, recapitalization, reorganization, spin off or any other change or event which affects the Fair Market Value and which, in the sole discretion of the Board, necessitates action by way of adjustment to the number of DSUs. The appropriate adjustment in any particular circumstance will be conclusively determined by the Board in its sole discretion, subject to acceptance by the TSX Venture Exchange, if applicable.

The Board may, at any time, amend or revise the terms of the DSU Plan subject to the receipt of all necessary regulatory and Shareholder approvals, provided that no such amendment or revision will alter the terms of any DSU granted under the DSU Plan prior to such amendment or revision.

Without limiting the generality of the foregoing, the Board may make the following types of amendments to the DSU Plan without seeking the approval of the Shareholders: (i) amendments to the manner in which Non-Executive Directors may elect to participate in the DSU Plan; (ii) amendments to the provisions of the DSU Plan relating to the redemption of DSUs and the dates for the redemption of the same, provided that no amendment will accelerate the redemption of a Non-Executive Director's DSUs prior to the earlier of his or her Termination, subject to obtaining the required regulatory approvals; (iii) amendments of a "housekeeping" nature including, without limiting the generality of the foregoing, any amendment for the purpose of curing any ambiguity, error or omission in the DSU Plan or to correct or supplement any provision of the DSU Plan that is inconsistent with any other provision of the DSU Plan; (iv) amendments necessary to comply with the provisions of applicable laws and the requirements of the TSXV; (v) amendments respecting the administration of the DSU Plan; (vi) amendments to the vesting provisions of the DSU Plan; (vii) amendments necessary to continuously meet the requirements of paragraph 6801(d) of the Income Tax Regulations (Canada) and to ensure that the DSU Plan is not a salary deferral arrangement or an employee benefit plan as those terms are defined in subsection 248(1) of the Income Tax Act (Canada); (viii) amendments necessary to suspend or terminate the DSU Plan; and (ix) any other amendment, whether fundamental or otherwise, not requiring shareholders' approval under applicable laws.

Notwithstanding the provisions of foregoing paragraph, the Board may not, without the approval of the Shareholders, make amendments to the DSU Plan for any of the following purposes: (i) to amend the definition of "Participant" or the eligibility requirements for participating in the Plan; (ii) to increase the maximum number of Shares that may be issued from treasury under the DSU Plan; (iii) to increase the maximum number of Shares that may be issued to insiders of the Company during any twelve-month period; and (iv) to amend the amendment provisions set forth in the DSU Plan.

All DSUs granted under the DSU Plan shall be and remain subject to any incentive compensation claw-back or recoupment policy currently in effect or as may be adopted by the Board (or a committee of the Board) and, in each case, as may be amended from time to time.

At the Meeting, Disinterested Shareholders (as defined below) will be asked to consider and, if deemed appropriate, to pass, with or without variation, an ordinary resolution in the form set out below (the "**DSU Plan Resolution**"), subject to such amendments, variations or additions as may be approved at the Meeting, ratifying, confirming and approving the DSU Plan. In order to pass, the DSU Plan Resolution must be approved by a majority of the votes cast at the Meeting by all shareholders, present in person or represented by proxy, excluding votes attaching to Common Shares beneficially owned by insiders of the Company and their associates (the "**Disinterested Shareholders**"). As of the Record Date, insiders of the Company and their associates beneficially owned an aggregate of 3,826,163 Common Shares representing

approximately 1.2% of the then issued and outstanding number of Common Shares which will be excluded from voting on the DSU Plan Resolution.

If the DSU Plan Resolution is not approved, the DSU Plan will not be implemented.

**The Board recommends that Shareholders vote FOR the DSU Plan Resolution.**

The text of the DSU Plan Resolution to be submitted to Shareholders at the Meeting is set forth below, subject to such amendments, variations or additions as may be approved at the Meeting:

**"BE IT RESOLVED THAT AS AN ORDINARY RESOLUTION OF DISINTERESTED SHAREHOLDERS THAT:**

1. the adoption of the Deferred Share Unit Plan by the Company as described in the management information circular dated August 21, 2020 and attached thereto as appendix "C" (the "**DSU Plan**"), is hereby ratified, confirmed and approved, subject to the acceptance of the TSX Venture Exchange;
2. the reservation for issue under the DSU Plan of 32,395,448 Common Shares pursuant and subject to the terms and conditions of the DSU Plan is hereby authorized, approved and confirmed;
3. the DSU Plan may be amended by the directors of the Company in order to satisfy the requests of any regulatory authorities or the TSX Venture Exchange (collectively the "**Regulatory Requests**") without further approval of the shareholders of the Company, unless approval of the shareholders of the Company is required by the Regulatory Requests; and
4. any director or officer of the Company is hereby authorized and directed, acting for, in the name of and on behalf of the Company, to execute or cause to be executed, under the seal of the Company or otherwise and to deliver or to cause to be delivered, all such other deeds, documents, instruments and assurances and to do or cause to be done all such other acts as in the opinion of such director or officer of the Company may be necessary or desirable to carry out the terms of the foregoing resolutions."

**Proxies received in favour of management will be voted FOR the ratification of the DSU Plan unless a Shareholder has specified in the Proxy that his or her or its Common Shares are to be voted against such resolution.**

## **6. Ratification of Restricted Share Unit Award Plan**

In addition to the DSU Plan, the Company proposes to adopt the Restricted Share Unit Award Plan (the "**RSU Plan**"), a share-based compensation plan, which would permit the grant of restricted share units of the Company ("**RSUs**") to certain eligible participants, other than any person performing "Investor Relations Activities" (as defined under the policies of the TSXV) for the Company. The Board approved the RSU Plan on August 21, 2020 subject to the acceptance of the TSXV of the RSU Plan, and conditional upon receipt of disinterested shareholder approval. The Company has not granted any RSUs under the RSU Plan.

The purpose of this Plan is to promote the interests and long-term success of the Company by: (a) furnishing certain directors, officers, consultants and employees of the Company and its affiliates with greater incentive to develop and promote the business and financial success of the Company (each eligible person, a "**RSU Participant**"); (b) aligning the interests of persons to whom RSUs may be granted with those of Shareholders generally through a proprietary ownership interest in the Company; and (c) assisting the Company in attracting, retaining and motivating its directors, officers, and employees. The Company believes that these purposes may best be effected by granting RSUs and affording such persons an opportunity to acquire a proprietary interest in the Company.

The following is a summary of the material provisions of the RSU Plan. It is not a comprehensive discussion of all of the terms and conditions of the RSU Plan. Readers are advised to review the full text of the RSU Plan attached hereto as Schedule "C" to fully understand all terms and conditions of the RSU Plan.

The maximum number of Shares that may be issuable at any time, pursuant to the RSU Plan, when combined with the number of Shares that may be reserved for issue under all of the Company's other Security-based Compensation Arrangements other than the Company's stock option plan, may not exceed 32,395,448 Shares (being 10% of the issued and outstanding Shares, calculated on a non-diluted basis, as at August 21, 2020, the date on which the Board approved the RSU Plan), or such greater number as may be approved from time to time by the Company's shareholders in accordance with the requirements of the TSXV. Notwithstanding the foregoing, at no time shall the number of Shares that may be reserved for issue under this Plan, when combined with the number of Shares that may be reserved for issue under all of the Company's other security-based compensation arrangements exceed 10% of the total number of issued and outstanding Shares (calculated on a non-diluted basis) at the time of grant.

The maximum number of Shares issuable to insiders of the Company within a one-year period, or at any time, under the RSU Plan and when combined with all of the Company's security-based compensation arrangements cannot exceed 10% of the issued and outstanding Shares, calculated a non-diluted basis.

The number of Shares reserved for issuance to any one RSU Participant under the RSU Plan, and when combined with all of the Company's security-based compensation arrangements within any one year period may not, in aggregate, exceed 5% of the total number of Shares, or in the case of consultants, 2% of the issued and outstanding Shares to each consultant in such one year period, unless disinterested Shareholder approval is obtained for such issuances.

Subject to the discretion of the Compensation Committee of the Company (or Board if not delegated), RSUs granted pursuant to the RSU Plan that vest by the passage of time alone, shall vest in three equal tranches (to the extent possible when taking into account rounding), with the first tranche vesting on the first anniversary of the grant, the second tranche vesting on the second anniversary of the grant, and the third tranche vesting on the third anniversary of the grant. The RSUs may also vest based on performance vesting conditions or time and performance vesting conditions as specified in the RSU agreement evidencing the grant of RSUs. Upon settlement, the corresponding Shares shall be issued, and settlement shall occur no later than the earlier of (i) one year from Termination (as defined in the RSU Plan); and (ii) December 15 of the third calendar year following the end of the Service Year in respect of each such RSU.

Each RSU Participant shall be responsible for all taxes in respect of the RSU Plan and in respect of the issuance, transfer, amendment or vesting of an RSU or the issuance of Shares thereunder. The Company shall be entitled to take all reasonable and necessary steps and to obtain all reasonable or necessary indemnities, assurances, payments or undertakings to satisfy any obligation to pay or withhold an amount on account of applicable withholding taxes. Without limiting the generality of the foregoing, the Company may for such purposes withhold or offset such amounts from any salary or other amounts otherwise due or to become due from the Company to the Participant or may require that a Participant pay such amounts to the Company.

In the event of any Share distribution, Share split, combination or exchange of Shares, merger, consolidation, spin-off or other distribution of the Company's assets to the Shareholders, or any other change affecting the Shares, the RSUs of each RSU Participant and the RSUs outstanding under the RSU Plan shall be adjusted in such manner, if any, as the Compensation Committee may in its discretion deem appropriate to reflect the event. However, no amount will be paid to, or in respect of, a RSU Participant under the RSU Plan or pursuant to any other arrangement, and no additional RSUs will be granted to such RSU Participant to compensate for a downward fluctuation in the market price of the Shares, nor will any other form of benefit be conferred upon, or in respect of a RSU Participant for such purpose. The grant of any RSUs under the RSU Plan will in no way affect the Company's right to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, amalgamate, reorganize, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets or engage in any like transaction.

The Compensation Committee (or Board if not delegated) will have the right at any time and from time to time to suspend or terminate this Plan (including, without limitation, in the event that the termination of the RSU Plan is required by the TSXV).

Without limiting the generality of the foregoing, the Board may make the following types of amendments to the RSU Plan without seeking the approval of the Shareholders: (i) amendments of a clerical nature, including but not limited to the correction of grammatical or typographical errors or clarification of terms; (ii) amendments to reflect any requirements of any regulatory authorities to which the Company is subject, including the TSX Venture Exchange; (iii) amendments to any vesting provisions of a RSU, provided that such amendments shall not extend vesting beyond December 15 of the third calendar year following the end of the service year in respect of such Restricted Award; and (iv) amendments to the expiration date of a RSU that does not extend the term of a RSU past the original date of expiration for such RSU.

Notwithstanding the provisions of foregoing paragraph, the Board may not, without the approval of the Shareholders, make amendments to the RSU Plan for any of the following purposes: (i) increase the maximum number of Shares that may be issued from treasury under the RSU Plan; (ii) extend the term of an RSU beyond its original expiry time; and (iii) amend the amendment provisions set forth in the RSU Plan.

All RSUs granted under the RSU Plan shall be and remain subject to any incentive compensation claw-back or recoupment policy currently in effect or as may be adopted by the Board (or a committee of the Board) and, in each case, as may be amended from time to time.

At the Meeting, Disinterested Shareholders will be asked to consider and, if deemed appropriate, to pass, with or without variation, an ordinary resolution in the form set out below (the "**RSU Plan Resolution**"), subject to such amendments, variations or additions as may be approved at the Meeting, ratifying, confirming and approving the RSU Plan. In order to pass, the RSU Plan Resolution must be approved by a majority of the votes cast at the Meeting by Disinterested Shareholders. As of the Record Date, insiders of the Company and their associates beneficially owned an aggregate of 3,826,163 Common Shares representing approximately 1.2% of the then issued and outstanding number of Common Shares which will be excluded from voting on the RSU Plan Resolution.

If the RSU Plan Resolution is not approved, the RSU Plan will not be implemented.

**The Board recommends that Shareholders vote FOR the RSU Plan Resolution.**

The text of the RSU Plan Resolution to be submitted to Shareholders at the Meeting is set forth below, subject to such amendments, variations or additions as may be approved at the Meeting:

**"BE IT RESOLVED THAT AS AN ORDINARY RESOLUTION OF DISINTERESTED SHAREHOLDERS THAT:**

1. the adoption of the Restricted Share Unit Award Plan by the Company as described in the management information circular dated August 21, 2020 and attached thereto as Schedule "C" (the "**RSU Plan**"), is hereby ratified, confirmed and approved, subject to the acceptance of the TSX Venture Exchange;
2. the reservation for issue under the RSU Plan of 32,395,448 Common Shares pursuant and subject to the terms and conditions of the RSU Plan is hereby authorized, approved and confirmed;
3. the RSU Plan may be amended by the directors of the Company in order to satisfy the requests of any regulatory authorities or the TSX Venture Exchange (collectively the "**Regulatory Requests**") without further approval of the shareholders of the Company, unless approval of the shareholders of the Company is required by the Regulatory Requests; and

4. any director or officer of the Company is hereby authorized and directed, acting for, in the name of and on behalf of the Company, to execute or cause to be executed, under the seal of the Company or otherwise and to deliver or to cause to be delivered, all such other deeds, documents, instruments and assurances and to do or cause to be done all such other acts as in the opinion of such director or officer of the Company may be necessary or desirable to carry out the terms of the foregoing resolutions."

**Proxies received in favour of management will be voted FOR the ratification of the RSU Plan unless a Shareholder has specified in the Proxy that his or her or its Common Shares are to be voted against such resolution.**

## 7. Other Matters

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

## EXECUTIVE COMPENSATION

Under applicable securities legislation, the Company is required to disclose certain financial and other information relating to the compensation of the CEO, the CFO and the most highly compensated executive officer of the Company (other than the CEO and CFO) as at the date of this Information Circular whose total compensation was more than \$150,000 for the financial year of the Company ended November 30, 2019 (collectively the "NEOs") and for the directors of the Company.

### Summary Compensation Table

The following table (presented in accordance with Form 51-102F6V Statement of Executive Compensation—Venture Issuers ("Form 51-102F6V") under NI 51-102 sets out all direct and indirect compensation for, or in connection with, services provided to the Company and its subsidiaries for each of the Company's two most recently completed financial years, being the financial years ended November 30, 2019 and 2018.

Table of compensation excluding compensation securities							
Name and position	Year	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Meni Morim <sup>(1)</sup> CEO and Director	2019	578,775	Nil	Nil	Nil	Nil	578,775
	2018	77,470	Nil	Nil	Nil	Nil	77,470
Annie <sup>(2)</sup> Holmes CFO and Corporate Secretary	2019	15,206	Nil	Nil	Nil	Nil	15,206
Branden Spikes <sup>(3)</sup> Director	2019	154,000	Nil	139,407	Nil	Nil	293,407
	2018	Nil	Nil	Nil	Nil	Nil	Nil
Laurens Feenstra <sup>(4)</sup> Director	2019	148,583	Nil	78,333	Nil	Nil	226,916
	2018	Nil	Nil	Nil	Nil	Nil	Nil



Table of compensation excluding compensation securities							
Name and position	Year	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
<b>Andrew Wilczynski<sup>(5)</sup></b> <i>Director</i>	2019	120,833	Nil	20,000	Nil	Nil	140,833
<b>Baran Dilaver<sup>(6)</sup></b> <i>Director</i>	2019	22,293	Nil	Nil	Nil	Nil	22,293
<b>David Giardino<sup>(7)</sup></b> <i>former COO</i>	2019	233,855	75,000	Nil	Nil	Nil	308,855
	2018	75,582	Nil	Nil	Nil	Nil	75,582
<b>Sean Dollinger<sup>(8)</sup></b> <i>former CEO and former director</i>	2019	41,496	Nil	Nil	Nil	Nil	41,496
	2018	259,140	720,000	Nil	Nil	Nil	979,140
<b>Ken Ngo<sup>(9)</sup></b> <i>former CFO and former director</i>	2019	225,542	325,000	Nil	Nil	Nil	550,542
	2018	80,000	150,000	Nil	Nil	Nil	230,000
<b>Kenneth Jones<sup>(10)</sup></b> <i>former director</i>	2019	110,417	Nil	31,333	Nil	Nil	141,750
<b>Sefi Dollinger<sup>(11)</sup></b> <i>former director</i>	2019	Nil	Nil	Nil	Nil	Nil	Nil
	2018	Nil	Nil	Nil	Nil	Nil	Nil
<b>Kiran Sidhu<sup>(12)</sup></b> <i>former director</i>	2019	Nil	Nil	Nil	Nil	Nil	Nil
	2018	65,715	100,000	Nil	Nil	Nil	165,715
<b>Fern Glowinsky<sup>(13)</sup></b> <i>former director</i>	2019	Nil	Nil	Nil	Nil	Nil	Nil
	2018	Nil	Nil	Nil	Nil	Nil	Nil

**Notes:**

- (1) Mr. Morim was appointed Interim CEO of the Company on February 4, 2019 and was subsequently appointed CEO of the Company and to the Board on August 25, 2019. He also served in various positions within the Company when he joined the Company as its Director of Artificial Intelligence on May 18, 2018. Of the total compensation received by Mr. Morim during the financial year ended November 30, 2019, \$482,184 was paid to Pandu Consulting AB, a company controlled by Mr. Morim, of which \$125,000 was paid as a project completion fee upon the termination of the 2019 Consulting Agreement (as defined herein), \$175,000 was paid as a one-time consulting fee upon entering into the Replacement 2019 Consulting Agreement (as defined herein) and \$182,184 was paid for services rendered under the 2019 Consulting Agreement, the Replacement 2019 Consulting Agreement and the Consulting Agreement entered into effective August 1, 2018 between Chad Agate LLC and Pandu Consulting AB. Effective July 11, 2019, Mr. Morim entered into an employment agreement with the Company providing an annual salary of \$250,000 which was subsequently amended in December 2019 retroactive to September 1, 2019 providing an annual salary of \$350,000 in connection with his appointment as CEO of the Company. The balance of the total compensation paid to Mr. Morim for the financial year ended November 30, 2019 or \$96,591 was paid pursuant to such employment agreement. Total compensation received by Mr. Morim during the financial year ended November 30, 2018 was paid through Pandu Consulting AB, a company controlled by Mr. Morim, and Findify AB, a subsidiary of the Company acquired in May 2018.
- (2) Ms. Holmes was appointed CFO of the Company on November 1, 2019 and Corporate Secretary on February 6, 2020.
- (3) Mr. Spikes was appointed to the Board on March 27, 2018. Mr. Spikes' total compensation for 2019 includes a one-time payment of \$129,592 (US\$97,000) made in connection with the performance of additional responsibilities in 2019.
- (4) Mr. Feenstra was appointed to the Board on March 27, 2018. Mr. Feenstra's total compensation for 2019 includes a one-time payment of \$67,000 (US\$48,250) made in connection with the performance of additional responsibilities in 2019.
- (5) Mr. Wilczynski was appointed to the Board on May 24, 2019.
- (6) Mr. Dilaver was appointed to the Board on November 1, 2019.
- (7) Mr. Giardino served as the COO of the Company from August 13, 2018 until his resignation effective April 28, 2020. Mr. Faraz Jamal, the current COO of the Company was appointed to such office on April 28, 2020.
- (8) Mr. Dollinger served as the President and CEO of the Company from February 26, 2016 until his resignation effective February 4, 2019 and was appointed a director of the Company on February 26, 2016 until his resignation effective February 18, 2019. Compensation was paid to Mr. Dollinger for his services as the former CEO of Namaste pursuant to a consulting agreement with Namaste Bahamas Inc., a subsidiary of the Company. Under the consulting agreement, Mr. Dollinger

received a monthly fee in the amount of \$16,667 and an annual target bonus in the amount of up to 100% of his annual compensation from Namaste Bahamas Inc.

- (9) Mr. Ngo served as the CFO of the Company from July 3, 2018 until his resignation on October 31, 2019 and was appointed a director of the Company on December 19, 2018 until his resignation on August 13, 2019.
- (10) Mr. Jones was appointed as a director on April 25, 2019 and resigned on October 31, 2019.
- (11) Mr. Sefi Dollinger was appointed as a director on February 26, 2016 and resigned on March 6, 2019.
- (12) Mr. Sidhu was appointed as a director on October 17, 2016 and resigned on March 4, 2019.
- (13) Ms. Glowinsky was appointed as a director on June 27, 2018 and resigned on December 17, 2018.

## Stock Options and Other Compensation Securities

The following table discloses all compensation securities granted or issued to each director and NEO of the Company in the most recent financial year, being the financial year ended November 30, 2019.

Compensation Securities							
Name and position	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class <sup>(1)</sup>	Date of issue or grant	Issue, conversion or exercise price (\$)	Closing price of security or underlying security on date of grant <sup>(2)</sup> (\$)	Closing price of security or underlying security at year end <sup>(2)</sup> (\$)	Expiry date
<b>Meni Morim</b> <sup>(3)</sup> <i>CEO and Director</i>	Options	561,379 exercisable for 561,379 Common Shares representing 0.17% of the outstanding number of Common Shares	3-Sep-2019	0.53	0.31	0.26	3-Sep-2024
<b>Annie</b> <sup>(4)</sup> <b>Holmes</b> <i>CFO</i>	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>Branden Spikes</b> <sup>(5)</sup> <i>Director</i>	Options	150,000 exercisable for 150,000 Common Shares representing 0.05% of the outstanding number of Common Shares	1-Dec-2018	1.39	1.39	0.26	1-Dec-2023
<b>Laurens Feenstra</b> <sup>(6)</sup> <i>Director</i>	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>Andrew Wilczynski</b> <sup>(7)</sup> <i>Director</i>	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>Baran Dilaver</b> <sup>(8)</sup> <i>Director</i>	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>David Giardino</b> <sup>(9)</sup> <i>former COO</i>	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Compensation Securities							
Name and position	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class <sup>(1)</sup>	Date of issue or grant	Issue, conversion or exercise price (\$)	Closing price of security or underlying security on date of grant <sup>(2)</sup> (\$)	Closing price of security or underlying security at year end <sup>(2)</sup> (\$)	Expiry date
<b>Sean Dollinger</b> <sup>(10)</sup> <i>former CEO and former director</i>	Options	500,000 exercisable for 500,000 Common Shares representing 0.15% of the outstanding number of Common Shares	1-Dec-2018	0.80	0.80	0.26	1-Dec-2023
<b>Ken Ngo</b> <sup>(11)</sup> <i>former CFO and former director</i>	Options	250,000 exercisable for 250,000 Common Shares representing 0.08% of the outstanding number of Common Shares	19-Dec-2018	0.71	1.12	0.26	19-Dec-2023
<b>Kenneth Jones</b> <sup>(12)</sup> <i>former director</i>	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>Sefi Dollinger</b> <sup>(13)</sup> <i>former director</i>	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>Kiran Sidhu</b> <sup>(14)</sup> <i>former director</i>	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>Fern Glowinski</b> <sup>(15)</sup> <i>former director</i>	n/a	n/a	n/a	n/a	n/a	n/a	n/a

**Notes:**

- (1) Calculated on a partially diluted basis, as of November 30, 2019. As of November 30, 2019, there were 323,949,483 issued and outstanding Common Shares and 10,857,621 outstanding Options. Options are the only compensation securities that have been issued by the Company to the named individuals in the table.
- (2) Reflects the closing price per Common Share (into which each Option is exercisable) on the TSX Venture Exchange on the relevant date.
- (3) Options issued have a 5-year term from the date of grant and vest in equal amounts over 12 successive quarters from the date of grant. As of November 30, 2019, Mr. Morim held 561,379 Options.
- (4) As of November 30, 2019, Ms. Holmes held no Options. Subsequent to her appointment as CFO of the Company, Ms. Holmes was granted 200,000 Options on December 7, 2019 which have a 5-year term and are exercisable at an exercise price of \$0.325 per Common Share and vest in equal amounts over three years on a semi-annual basis.
- (5) As of November 30, 2019, Mr. Spikes held 400,000 Options.
- (6) As of November 30, 2019, Mr. Feenstra held 250,000 Options.
- (7) As of November 30, 2019, Mr. Wilczynski held 0 (nil) Options.
- (8) As of November 30, 2019, Mr. Dilaver held 0 (nil) Options.

- (9) As of November 30, 2019, Mr. Giardino held 1,000,000 Options. Mr. Giardino resigned as COO of the Company effective April 28, 2020. All outstanding Options have been forfeited in accordance with the terms of the Amended and Restated Stock Option Plan.
- (10) Options issued have a 5-year term from the date of grant and vest in equal amounts over 2 successive quarters from the date of grant. Mr. Dollinger resigned as President and CEO and a director of the Company in February 2019. As of November 30, 2019, Mr. Dollinger held 0 (nil) Options.
- (11) Options issued have a 5 term from the date of grant and vest in equal amounts over 4 successive quarters. During the financial year ended November 30, 2019, 575,000 unvested options were forfeited. As of November 30, 2019, Mr. Ngo held 1,125,000 Options. Subsequently, Mr. Ngo resigned as the CFO of the Company on October 31, 2019, and all outstanding Options were forfeited in accordance with the terms of the Amended and Restated Stock Option Agreement.
- (12) As of November 30, 2019, Mr. Jones held 0 (nil) Options.
- (13) Mr. Dollinger resigned as a director of the Company on March 6, 2019. As of November 30, 2019, Mr. Dollinger held 0 (nil) Options.
- (14) Mr. Sidhu resigned as a director of the Company on March 4, 2019. As of November 30, 2019, Mr. Sidhu held 0 (nil) Options.
- (15) Ms. Glowinski resigned as a director of the Company on December 17, 2018. As of November 30, 2019, Ms. Glowinski held 0 (nil) Options.

The following table discloses all compensation securities exercised by each director and NEO of the Company in the most recent financial year, being the financial year ended November 30, 2019.

Exercise of Compensation Securities by Directors and NEOs							
Name and position	Type of compensation security	Number of underlying securities exercised	Exercise price per security (\$)	Date of exercise	Closing price per security on date of exercise (\$)	Difference between exercise price and closing price on date of exercise (\$)	Total value on exercise date (\$)
<b>Sefi Dollinger</b> <i>former director</i>	Options	118,750	0.35	26-Aug-2019	0.34	-0.01	(1,187.50)

## Stock Option Plans and Other Incentive Plans

### *Description of the Amended and Restated Stock Option Plan*

On March 27, 2018, the Shareholders approved the adoption of a new “rolling” stock option plan at the annual general meeting of Shareholders which was reapproved by Shareholders in 2019, and which has been amended by the Board effective August 21, 2020 (the “**Amended and Restated Stock Option Plan**”) to provide that the number of Common Shares reserved and available for issuance to certain persons pursuant to the exercise of Options under the Amended and Restated Stock Option Plan, when combined with all other security-based compensation plans of the Company (including the RSU Plan and DSU Plan), do not exceed certain limits prescribed by the policies of the TSXV, as well as other housekeeping amendments.

The principal purposes of the Amended and Restated Stock Option Plan is to provide the Company with the advantages inherent in equity ownership by directors, employees and persons engaged to provide consulting, technical, management or other services to the Company (the “**Consultants**”) who are responsible for the continued success of the Company. Additionally, the Amended and Restated Stock Option Plan will create a proprietary interest in, and a greater concern for, the welfare and success of the Company as well as encouraging directors, employees and Consultants to remain with the Company and to attract new directors, employees, and Consultants. Notwithstanding anything to the contrary, persons performing “Investor Relations Activities” as defined in the policies of the TSXV may not participate in any share based compensation arrangements (like the DSU Plan and the RSU), other than the Amended and Restated Stock Option Plan.

The following summary of the Amended and Restated Stock Option Plan is qualified in its entirety by the full text of the Amended and Restated Stock Option Plan, a copy of which is attached as Schedule "A" to this Information Circular.

The maximum number of Common Shares reserved for issuance under the Amended and Restated Stock Option Plan and all of the Company's other security-based compensation arrangements at any given time is 10% of the issued and outstanding share capital of the Company.

The Board or, if applicable, a committee appointed by the Board, administers the Amended and Restated Stock Option Plan, subject to the rules of TSXV and applicable laws, and except as provided for in the Amended and Restated Stock Option Plan, the Board has the full authority to:

- (a) grant options to purchase Common Shares;
- (b) determine the time or times, when, and the manner in which, each option will be exercisable and the duration of the exercise period;
- (c) set the option price, provided the pricing is congruent with the Amended and Restated Stock Option Plan; and
- (d) interpret the Amended and Restated Stock Option Plan and to make such rules and regulations relating to the Amended and Restated Stock Option Plan and establish such procedures as it may from time to time deem appropriate.

Pursuant to the Amended and Restated Stock Option Plan, the Board will set the option exercise price, provided that the option exercise price will not be less than the fair market value of the Common Share on the date of grant, being the last closing price of the Common Share on the TSXV before the grant of the option. Options may be granted for a maximum term of 10 years from the date of grant. Any option that is cancelled, terminated, surrendered or expires unexercised will be considered to be part of the pool of Common Shares available for options under the Amended and Restated Stock Option Plan and may be granted.

Pursuant to the Amended and Restated Stock Option Plan, there are no mandatory vesting provisions. At the discretion of the Board (or a committee thereof), options granted under the Amended and Restated Stock Option Plan may contain vesting conditions.

All options granted under the Amended and Restated Stock Option Plan are non-transferable and non-assignable.

Under the Amended and Restated Stock Option Plan and under any other share compensation arrangement, the total number of Common Shares reserved for issuance will not exceed 10% of the outstanding Common Shares at the date of grant. Additionally, the following restrictions shall also apply to option grants:

- (a) the total number of Common Shares reserved for issuance of options under the Amended and Restated Stock Option Plan, when combined with the number of Common Shares reserved for issuance under all security-based compensation arrangements, granted to any one individual within any 12-month period before the date of grant, will not exceed 5% of the outstanding Common Shares on the date of grant;
- (b) the total number of Common Shares reserved for issuance of options under the Amended and Restated Stock Option Plan, when combined with the number of Common Shares reserved for issuance under all security-based compensation arrangements, to an insider of the Company within any 12-month period before the date of grant, will not exceed 10% of the outstanding Common Shares on the date of grant;
- (c) the total number of Common Shares reserved for issuance of options under the Amended and Restated Stock Option Plan, when combined with the number of Common Shares reserved for

issuance under all security-based compensation arrangements, granted to a Consultant within any 12-month period before the date of grant, will not exceed 2% of the outstanding Common Shares on the date of grant; and

- (d) the total number of Common Shares reserved for issuance of options under the Amended and Restated Stock Option Plan, when combined with the number of Common Shares reserved for issuance under all security-based compensation arrangements, granted to a person employed to provide investor relations services of the Company within any 12-month period before the date of grant, will not exceed 2% of the outstanding Common Shares on the date of grant.

All rights to exercise options will terminate upon the earliest of:

- (a) the expiration date of the option;
- (b) 90 days (or such later day as the Board in its sole discretion may determine) after the date the option holder ceases to be employed by (for any reason other than death, disability or cause), provide services to, or be a director of the Company;
- (c) 180 days after the date on which the option holder ceases to be employed by the Company by reason of disability or retirement;
- (d) the first anniversary of the date of death of the option holder;
- (e) in all other cases, immediately after the option holder leaves the employ or service of the Company.

The Company has no equity-based compensation plans other than the Amended and Restated Stock Option Plan, the DSU Plan and the RSU Plan, which are subject to ratification by Shareholders at the Meeting. In the event, the DSU Plan and the RSU Plan are not ratified at the Meeting, those plans will not be implemented by the Company.

### **Employment, Consulting and Management Agreements**

Effective August 1, 2018, Pandu Consulting AB, a company controlled by Mr. Morim, the CEO of the Company, as consultant, entered into a Consulting Agreement with Chad Agate LLC (“**LLC**”), a limited liability company controlled by Mr. Chad Agate, the Company’s Chief Technology Officer, for a term extending until January 1, 2021, unless earlier terminated in accordance with the agreement. The Consulting Agreement was terminated effective January 11, 2019 when Pandu Consulting AB entered into the 2019 Consulting Agreement (as defined below) with the Company. The Consulting Agreement provided for the consultant to provide, via Mr. Morim, certain product and team management services, on a part-time basis. The Consulting Agreement provided compensation to the consultant for its services at the rate of 10,540 Euros per month, a performance bonus at the discretion of LLC of up to US\$30,000, and reimbursement of the consultant’s out-of-pocket expenses incurred as a direct result of providing the services under the Consulting Agreement. The Consulting Agreement provided that LLC could terminate the agreement for cause without any obligation to pay any compensation to the consultant beyond the effective date of termination. LLC could terminate the agreement at any time upon 30 days’ written notice without any payment to the consultant other than for fees owing and reimbursement of expenses to the date of termination. In lieu of such 30-day notice period, LLC could make a payment to the consultant equal to the average of the fees for services paid to the consultant during the 30-day period immediately preceding the date of termination. The consultant could terminate the agreement at any time upon 30 days’ written notice to LLC provided that LLC had the option to terminate the Consulting Agreement prior to the end of such 30-day period upon the payment to the consultant of an amount calculated on the basis of the average of the fees for services paid to the consultant during the 30-day period immediately preceding the date upon which notice of termination is given. The fees paid by LLC to the consultant were charged back to the Company.

Effective January 11, 2019, Pandu Consulting AB, as consultant, entered into a Consulting Services Agreement with the Company for an initial term of six months, automatically renewable for another 6-month term, unless terminated by either party (the “**2019 Consulting Agreement**”). The 2019 Consulting

Agreement was terminated effective February 4, 2019, when Pandu Consulting AB, as consultant, entered into a new Consulting Services Agreement with the Company dated March 11, 2019 in relation to Mr. Morim's appointment as interim CEO of the Company (the "**Replacement 2019 Consulting Agreement**"). The 2019 Consulting Agreement provided compensation to the consultant for its services at the rate of \$100 per hour subject to a maximum of 37.5 hours per week and the reimbursement of reasonable expenses incurred by the consultant, and required that Mr. Morim act as the Chief Product Officer of the Company. In addition, the consultant received a project completion fee in the amount of \$125,000 upon the termination of the 2019 Consulting Agreement. The 2019 Consulting Agreement provided that either party could terminate the agreement on 30 days' prior written notice, other than for cause, effective as at the end of the initial 6-month term or the additional 6-month term, subject to the right of the Company to terminate the agreement at any time in which case the consultant would be entitled to the payment of its fees to the end of the applicable term. The Company was entitled to terminate the 2019 Consulting Agreement without prior notice for cause, in which case the Company would not be responsible for the payment of any fees to the end of the applicable term.

The Replacement 2019 Consulting Agreement was terminated when Mr. Morim entered into an employment agreement with the Company effective July 11, 2019, as described below. The Replacement 2019 Consulting Agreement provided for an initial term of six months ending on August 2, 2019 and was renewable for an additional one-month term upon the written agreement of the parties. The Replacement 2019 Consulting Agreement provided compensation to the consultant for its services at the rate of \$250 per hour subject to a maximum of 40 hours per week and the reimbursement of reasonable expenses incurred by the consultant, and required that Mr. Morim act as an expert consultant and the Interim CEO of the Company. Neither the consultant nor Mr. Morim was entitled to any benefits provided by the Company to its employees under the agreement. The Replacement 2019 Consulting Agreement provided for the payment of a one-time consulting fee in the amount of \$175,000 payable on June 1, 2019, provided that if the consultant terminated the agreement (other than for "Good Reason" (as defined in the Replacement Consulting Agreement, and which includes a change of control) at any time between June 1 and December 31, 2019, the consultant would be obligated to return a pro-rated amount for each full month remaining from the date of termination to December 31, 2019 (which repayment was waived when Mr. Morim entered into his employment agreement effective July 11, 2019).

The Replacement 2019 Consulting Agreement provided that either party could terminate the agreement on 60 days' prior written notice to the other. In the event the Company terminated the agreement other than for cause or the consultant terminated the Replacement 2019 Consulting Agreement for Good Reason, the Company would (A) pay the consultant a lump-sum termination fee equivalent to the greater of (i) the then-current base hourly rate multiplied by the average number of hours invoiced each month by the consultant for the period commencing on the effective date of the agreement to the date of such termination multiplied by 12 months; and (ii) \$300,000, in either case, within 30 days of the termination of the agreement; and (B) if a change of control had occurred prior to the time of such termination, the consultant would be granted a further amount equivalent to one hundred percent (100%) of the amount payable under (A) and any unvested stock options granted to the consultant or Mr. Morim would vest and be exercisable immediately upon such change of control (the "**Termination Fee**"). Under the Replacement 2019 Consulting Agreement, the Company could terminate the agreement for cause without any obligation for the payment of the Termination Fee.

Effective July 11, 2019, the Company entered into an employment agreement with Mr. Morim with no fixed term in connection with his employment as interim CEO of the Company to perform such duties and have such authority as are normally associated with the position and as may be assigned or delegated from time to time. The agreement provides Mr. Morim with an annual base salary of \$250,000, a discretionary annual bonus up to 100% of his base salary and eligibility to be granted Options, which agreement was subsequently amended in December 2019 providing an increase of annual base salary to \$350,000 retroactive to September 1, 2019, related to Mr. Morim's appointment as permanent CEO of the Company. The agreement provides Mr. Morim with 20 days' vacation per calendar year and reimbursement of travel and other expenses reasonably and necessarily incurred or made in connection with the Company's business.

The Company may terminate Mr. Morim's employment without cause at any time, whereupon the Company will provide Mr. Morim with, among other things, if applicable, (a) twelve (12) months' notice or payment of his

then annual base salary in lieu of notice (or a combination of notice and payment of his then annual base salary in lieu, in the Company's discretion); (b) if applicable, to the extent working notice is provided under (a), any minimum statutory severance pay at the end of such working notice period in order for the Company to be compliant with the *Employment Standards Act, 2000*, (Ontario) (the "ESA"); (c) benefit plan contributions necessary to maintain Mr. Morim's participation for the minimum period prescribed by the ESA in all benefit plans provided to Mr. Morim by the Company immediately prior to termination, if any; (d) accrued entitlements, such as vacation pay and expenses properly accrued to the termination date; and (e) any other minimum statutory entitlements that may be owing to Mr. Morim in a termination without cause scenario pursuant to the minimum standards prescribed by the ESA without duplication.

The Company may terminate the employment of Mr. Morim at any time for cause by written notice to Mr. Morim in which case the Company shall not be obligated to make any further payments or provide any further entitlements under the employment agreement or otherwise, subject only to the express minimum statutory requirements of the ESA, if any, and any amounts which may be due and remaining unpaid at the time of the termination of employment such as base salary, vacation pay and expenses properly accrued to the termination date.

Mr. Morim may also resign at any time upon 60 days' notice to the Company (the "Resignation Period"), provided that the Company shall be entitled to: (a) waive all or part of that notice and accept Mr. Morim's resignation effective at an earlier date, subject to providing Mr. Morim with his accrued entitlements up to the end of the Resignation Period, which shall not be less than his minimum statutory entitlements under the ESA over that period; or (b) assign Mr. Morim transitional or temporary duties through such Resignation Period, or have Mr. Morim work at another location (within reason), which shall not amount to a termination of Mr. Morim's employment by the Company.

Effective November 11, 2019, the Company entered into an employment agreement with Annie Holmes in connection with her appointment as CFO with the Company. The agreement provides Ms. Holmes with an annual base salary of \$250,000 and discretionary annual bonus up to 35% of base and an initial option grant of 200,000 Options. Namaste may terminate the agreement at any time without cause, in which case Ms. Holmes will be entitled to severance equal to six months' compensation if the termination is during the first year of the agreement and an additional one month's compensation for every full year of employment completed after the second anniversary of the effective date, subject to an aggregate cap of 24 months' compensation. For purposes of severance calculations, compensation is based on base salary only.

Mr. Ngo, the former CFO of the Company resigned from his employment with the Company effective October 31, 2019. While in the employ of the Company, effective July 2, 2018, the Company entered into an employment agreement with Kenneth Ngo for his appointment as the CFO with the Company. The agreement provided Mr. Ngo with an annual base salary of \$160,000, annual cash bonus of up to \$90,000 and 1,200,000 Options. Namaste could terminate Mr. Ngo's employment agreement without cause by providing Mr. Ngo with the minimum amount of notice, pay in lieu of notice (or a combination of both), severance pay, vacation pay and benefit continuation and any other entitlements required by the *Employment Standards Act, 2000*. All unvested stock option grants would vest upon termination without cause.

David Giardino, the former COO of the Company resigned from his employment with the Company on April 30, 2020. While in the employ of the Company, effective July 2, 2018, the Company entered into an employment agreement with Mr. Giardino relating to his appointment as the then COO of the Company. The agreement provided Mr. Giardino with an initial annual base salary of US\$140,000, entitlement to an annual bonus, subject to the achievement of pre-approved goals as determined by the Compensation Committee, and 1,000,000 Options. Namaste could terminate Mr. Giardino's employment agreement at any time without cause (as such term is defined in the agreement), in which case Mr. Giardino would be entitled to severance equal to six months' compensation if the termination was during the first two years of the agreement, and an additional one month's compensation for every full year of employment completed after the second anniversary of the effective date of his employment, subject to an aggregate maximum of twelve months' compensation. For purposes of severance calculations, compensation would include base salary, target annual bonus and monthly allowance.



Mr. Dollinger, the former CEO of the Company resigned from his employment with the Company effective February 4, 2019. While in the employ of the Company, effective December 1, 2017, Namaste Bahamas Inc. (“**Namaste Bahamas**”) (a subsidiary of the Company) entered into an employment agreement with Mr. Dollinger. The agreement provided Mr. Dollinger with a monthly fee of \$16,666.67 payable on the last weekday of each month. Mr. Dollinger was entitled to an annual bonus of up to 100% of his annual compensation, based on the profitability and growth of the Company, at the discretion of the Compensation Committee. Namaste Bahamas could terminate Mr. Dollinger’s employment agreement at any time on 30 days’ notice in writing without cause by providing Mr. Dollinger with a lump sum payment equal to 24 months of his monthly compensation. Mr. Dollinger’s employment agreement with Namaste Bahamas was superseded by an employment agreement between Mr. Dollinger and the Company on January 1, 2019, which was terminated on February 4, 2019.

## **Oversight and Description of Director and NEO Compensation**

### ***Compensation of Named Executive Officers***

The Board delegates the administration of the Company’s executive compensation program to its Compensation Committee. The Compensation Committee discusses and approves the executive compensation in order to attract, motivate and retain highly skilled and experienced executive officers, to provide fair and competitive compensation, to align the interest of management with those of Shareholders and to reward corporate and individual performance. After the end of the most recently completed financial year, the Board updated the charter of the Compensation Committee. See “*Statement of Corporate Governance Practices – Corporate Governance Practices – Compensation Committee*”.

#### *Compensation Review Process*

The Compensation Committee reviews, from time to time, the cash compensation, and any bonus and stock option grants to each executive officer, including the NEOs. It is the intention of the Company that cash compensation to NEOs shall remain more or less constant, while the granting of any options or bonuses may fluctuate from year to year.

In the event the RSU Plan is ratified by Shareholders at the Meeting, the Compensation Committee intends to adopt an annual grant process for RSUs similar to the process followed for the grant of Options under the Amended and Restated Stock Option Plan as the Company anticipates that a large portion of all further equity-based compensation to executive officers of the Company will be satisfied pursuant to grants of RSUs to eligible recipients in accordance with the RSU Plan (see “Ratification of Restricted Share Unit Award Plan” above).

#### *Assessment of Individual Performance*

The Compensation Committee’s review of the compensation for the Company’s executive officers is based on their time of service with the Company, responsibilities and duties in that position, and performance. The Compensation Committee believes that stock options and other security-based compensation, such as RSUs, can create a strong incentive to the performance of each officer and are intended to recognize extra contributions and achievements towards the goals of the Company. The Compensation Committee does not engage in benchmarking for the purpose of establishing compensation levels relative to any predetermined level and does not compare its compensation to a specific peer group of companies.

#### *Elements of Executive Compensation*

There are three main elements of direct compensation, namely base salary, bonuses and equity participation through the Company’s Amended and Restated Stock Option Plan, and if the RSU Plan is implemented, through the RSU Plan.

In determining the compensation of the NEOs, the Compensation Committee considers the following goals and objectives of the Company, including:

- to attract and retain qualified and experienced executives;
- to encourage and reward outstanding performance by those people who are in the best position to enhance the Company's near-term results and long-term prospects; and
- to ensure the compensation paid is competitive with the current market.

#### *Base Salary*

Base salary is the principal component of an executive officer's compensation package. In determining the base salary, the Compensation Committee considers an executive officer's performance and his or her level of responsibility and importance to the Company.

#### *Bonuses*

The CEO recommends to the Compensation Committee the bonuses to be paid by the Company to eligible employees and consultants.

#### *Equity Participation through Security-based Compensation Plans*

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

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

If the RSU Plan is implemented, the Company anticipates that the stock option component of the Company's executive compensation program will be, for the most part, replaced through the grant of RSUs, which would further align the interests of the NEOs with that of Shareholders.

The Compensation Committee is of the view that the Company's compensation structure appropriately takes into account the factors relevant to the technology and cannabis industries, the Company's performance within those industries, and the NEO's individual contributions to the Company's performance.

#### *Option-based Awards*

Stock option grants to directors, officers, other employees and consultants are determined by an assessment of the individual's current and expected future performance, level of responsibility, importance of the position held, contribution to the Company and previous option grants and exercise prices. In making such assessment, the Compensation Committee considers a range of factors, including:

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

#### ***Director Compensation***

Directors are paid an annual retainer of \$125,000, paid quarterly in advance, with the chair of the Board receiving an additional \$25,000 for acting as the chairperson. Each Board member sitting on a committee of

the Board receives an additional \$10,000 while the chairperson of each such committee receives an additional \$10,000 retainer except for the Chairperson of the Audit and Finance Committee who is paid an additional \$15,000. The directors of the Company receive a fee of \$1,500 for their attendance at a Board meeting and may be reimbursed for actual expenses reasonably incurred in connection with the performance of their duties as directors including up to \$1,500 to fly to a meeting. Directors are also eligible to receive incentive stock options to purchase Common Shares of the Company under the Amended and Restated Stock Option Plan.

In the event the RSU Plan and the DSU Plan are ratified by Shareholders at the Meeting, the Company intends to compensate non-executive directors for their services pursuant to the grant of DSUs under the DSU Plan, while other directors may be granted RSUs under the RSU Plan.

In 2019, the Board adopted the *Corporate Governance Overview and Guidelines* (“**Guidelines**”), which provide that the form and amount of director compensation will be recommended by the Compensation Committee and approved by the Board in accordance with the general principles set forth in the Guidelines and in the Compensation Committee charter.

Pursuant to the Guidelines, the Company’s policy is to compensate directors competitively relative to comparable companies. The Company’s management will, from time to time, present a report to the Compensation Committee comparing the Company’s director compensation with that of comparable companies.

In addition to regular director compensation, in 2019, the Company granted one-time payments of US\$97,000 to Branden Spikes and US\$48,250 to Laurens Feenstra in connection with the performance of additional responsibilities in 2019.

#### ***Pension Disclosure***

As at the year ended November 30, 2019 and to the date of this Information Circular, the Company did not maintain any defined benefit plans, defined contribution plans or deferred compensation plans for its NEOs, directors or officers.

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

During the year ended November 30, 2019, the Company had in effect the Amended and Restated Stock Option Plan, which was initially adopted subsequent to the annual general meeting of Shareholders on March 27, 2018 and re-approved by Shareholders in 2019 and amended and restated by the Board effective August 21, 2020.

#### **Equity Compensation Plan Information**

The following table sets forth information with respect to the stock options outstanding under the Amended and Restated Stock Option Plan as at November 30, 2019.

	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))
Plan Category	(a)	(b)	(c)
Equity Compensation Plans approved by Shareholders <sup>(1)</sup>	10,857,621	\$1.75	21,537,327
Equity Compensation Plans not approved by Shareholders	Nil	Nil	Nil
<b>TOTAL:</b>	10,857,621	\$1.75	21,537,327

**Note:**

- (1) Represents the Amended and Restated Stock Option Plan, which reserves a maximum aggregate number of shares not to exceed 10% of the Company's total issued and outstanding Common Shares from time-to-time, calculated on a non-diluted basis.

### INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

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

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

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

in relation to a securities purchase program or other program.

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

### INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Applicable securities legislation defines "*informed person*" to mean any of the following: (a) a director or executive officer of a reporting issuer; (b) a director or officer of a person or company that is itself an informed person or subsidiary of a reporting issuer; (c) any person or company who beneficially owns, directly or indirectly, voting securities of a reporting issuer or who exercises control or direction over voting securities of a reporting issuer or a combination of both carrying more than 10% of the voting rights attached to all outstanding voting securities of the reporting issuer other than voting securities held by the

person or company as underwriter in the course of a distribution; and (d) a reporting issuer that has purchased, redeemed or otherwise acquired any of its securities, for so long as it holds any of its securities.

None of the informed persons of the Company, nor any proposed nominee for election as a director of the Company, nor any associate or affiliate of the foregoing persons, has any material interest, direct or indirect, in any transactions since the commencement of the Company's last completed financial year, or in any proposed transaction which, in either case, has or will materially affect the Company or any of its subsidiaries, except as disclosed herein.

## **MANAGEMENT CONTRACTS**

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

## **STATEMENT OF CORPORATE GOVERNANCE PRACTICES**

### **Corporate Governance Practices**

Corporate governance relates to activities of the Board, the members of which are elected by and are accountable to the Shareholders, and takes into account the role of the individual members of management who are appointed by the Board and who are charged with the day to day management of the Company. The Board is committed to sound corporate governance practices which are both in the interest of its Shareholders and contribute to effective and efficient decision making and has adopted the Guidelines, a copy of which is available under the Company's SEDAR profile at [www.sedar.com](http://www.sedar.com), on the Company's website, or free of charge to any person upon request to the Company at 2001 - 365 Bloor Street East, Toronto, ON M4W 3L4. National Instrument 58-101 – *Disclosure of Corporate Governance Practices* requires that each reporting company disclose its corporate governance practices on an annual basis. The Company's general approach to corporate governance is summarized below.

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

The Board is currently composed of five directors namely Meni Morim, Baran Dilaver, Laurens Feenstra, Branden Spikes and Andrew Wilczynski, all of whom are nominated as directors for election.

### ***Independence***

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

Applying the definition set out in NI 52-110, four of the five current members and nominees to the Board are independent, which are Baran Dilaver, Laurens Feenstra, Branden Spikes, and Andrew Wilczynski. Meni Morim is not independent by virtue of the fact that he is the CEO of the Company.

Pursuant to the Guidelines, to facilitate its exercise of independent supervision over the management, the Board will, from time to time, establish independence standards that (i) comply with applicable legal and stock exchange requirements and (ii) are designed to ensure that the Director does not have, directly or indirectly, a financial, legal or other relationship that, in the Board's judgment, would reasonably interfere with the exercise of independent judgment in carrying out the responsibilities of the Director.

### *Other Directorships*

In addition to their positions on the Board, no current Directors also serve as directors of other reporting issuers in Canada or the equivalent in other jurisdictions.

### *Orientation and Continuing Education*

Pursuant to the Guidelines, the Board and the Company's senior management will conduct orientation programs for new directors as soon as possible after their appointment as Directors. The orientation programs will include presentations by management to familiarize new Directors with the Company's projects and strategic plans, its significant financial, accounting and risk management issues, its compliance programs, its code of business conduct and ethics, its principal officers, its internal and independent auditors and its outside legal advisors. In addition, the orientation programs will include a review of the Company's expectations of its Directors in terms of time and effort, a review of the directors' fiduciary duties and visits to Company headquarters and, to the extent practical, the Company's principal operating facilities.

To enable each Director to better perform his or her duties and to recognize and deal appropriately with issues that arise, the Company will provide the Directors with suggestions to undertake continuing Director education. The Company will periodically schedule site visits by Directors to the Company's principal operating facilities.

The Corporate Governance and Nominating Committee of the Board is responsible for developing and overseeing the Company's orientation program for new Directors and a continuing education program for current Directors, and to periodically review these programs and update them as necessary.

### *Ethical Business Conduct*

The Company has adopted an ethical business conduct policy (the "**Code of Business Conduct and Ethics**"), which applies to the employees, officers and Directors of the Company, a copy of which is available under the Company's SEDAR profile at [www.sedar.com](http://www.sedar.com), on the Company's website, or free of charge to any person upon request to the Company at 2001 - 365 Bloor Street East, Toronto, ON M4W 3L4.

### *Nomination of Directors*

The Corporate Governance and Nominating Committee's purpose is to carry out the responsibilities delegated by the Board relating to the Company's Director nominations process and procedures and developing and maintaining the Company's corporate governance policies. With respect to Director recruitment in general, the Corporate Governance and Nominating Committee has the following duties and responsibilities:

1. Determining the qualifications, qualities, skills and other expertise required to be a Director of the Company, and develop, and recommend to the Board for its approval, criteria to be considered in selecting nominees for Director (the "**Director Criteria**"). In developing Director Criteria the Corporate Governance and Nominating Committee considers:
  - (a) the competencies and skills that the Board as a whole should possess;
  - (b) the competencies and skills that each existing member of the Board possesses;
  - (c) the personality and other qualities of each Director and how these affect boardroom dynamics; and
  - (d) the appropriate size of the Board for facilitating effective decision making.
2. Identify and screen individuals qualified to become members of the Board, consistent with the Director Criteria and make recommendations to the Board. In making its recommendations for nominees, the Corporate Governance and Nominating Committee considers:

- (a) the competencies and skills that the Board as a whole should possess;
  - (b) the competencies and skills that each existing member of the Board possesses;
  - (c) the competencies and skills of each new nominee;
  - (d) whether the new nominee can devote sufficient time and resources to his or her duties as a member of the Board; and
  - (e) the diversity of the board composition, including gender considerations.
3. Consider any member of the Board candidates recommended by the Company's shareholders under the procedures set forth in the *Business Corporations Act* (British Columbia) and the Company's Articles and described in the Company's management information circular.

### **Board Committees**

As the Board is actively involved in the operations of the Company and has determined that other standing committees of the Board, other than the Compensation Committee, the Corporate Governance and Nominating Committee, the Planning and Strategy Committee and the Audit and Finance Committee, are not necessary at this stage of the Company's development.

### **Compensation Committee**

The Compensation Committee is established to assist the Board in overseeing compensation matters, including the Board's responsibilities of:

- (a) compensating and evaluating officers and other senior management personnel of the Company;
- (b) reviewing and determining executive compensation; and
- (c) approving the Company's annual compensation budget.

In fulfilling these responsibilities, the Compensation Committee is tasked with:

- (a) reviewing the Company's overall compensation philosophy;
- (b) addressing matters related to compensation of the CEO of the Company;
- (c) reviewing and making recommendations to the Board with respect to non-CEO officer and Director compensation, incentive-compensation plans and equity-based plans; and
- (d) reviewing executive compensation disclosure before the Company publicly discloses this information.

With respect to compensation of the CEO, the Compensation Committee is responsible for:

- (a) reviewing and approving annually the corporate goals and objectives relevant to CEO compensation;
- (b) evaluating at least annually the CEO's performance in light of those corporate goals and objectives; and
- (c) determining (or making recommendations to the Board with respect to) the CEO's compensation level based on this evaluation.

In setting corporate goals and objectives relevant to CEO compensation, the Compensation Committee considers both short-term and long-term compensation goals, including analysis of the short- and long-term tax, accounting, cash flow and dilution implications of the compensation package.

As of the date this Information Circular, the Compensation Committee comprises Laurens Feenstra (Chair), Baran Dilaver and Andrew Wilczynski.

A copy of the charter of the Compensation Committee is available on the Company's website, or free of charge to any person upon request to the Company at 2001 - 365 Bloor Street East, Toronto, ON M4W 3L4.

### ***Corporate Governance and Nominating Committee***

The Corporate Governance and Nominating Committee is a standing committee of the Board. Its purpose is to carry out the responsibilities delegated by the Board relating to the Company's director nominations process and procedures and developing and maintaining the Company's corporate governance policies.

In addition to its responsibilities with respect to director nominations set out above (see "Board of Directors – Nomination of Directors") the Corporate Governance and Nominating Committee, among other things, is responsible to:

- (a) develop and recommend to the Board for approval a CEO succession plan (the "**Succession Plan**"); review the Succession Plan periodically with the CEO; develop and evaluate potential candidates for CEO/executive positions; and recommend to the Board any changes to, and any candidates for succession under, the Succession Plan;
- (b) develop and recommend to the Board the process to the recruitment of a CEO, to evaluate and assess candidates and make recommendations to the Board for the appointment of a CEO;
- (c) review and recommend to the Board the CEO's appointment of officers and senior executives;
- (d) develop and recommend to the Board a set of corporate governance principles and guidelines applicable to the Company; review these principles at least once a year; and recommend any changes to the Board; and
- (e) oversee the Company'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 Company's corporate governance framework, including its constating documents.

The Board has formally adopted a charter of the Corporate Governance and Nominating Committee made effective as of April 28, 2020. A copy of the charter of the Corporate Governance and Nominating Committee is available on the Company's website, or free of charge to any person upon request to the Company at 2001 - 365 Bloor Street East, Toronto, ON M4W 3L4.

Currently the Corporate Governance and Nominating Committee consists of Andrew Wilczynski (Chair), Laurens Feenstra and Branden Spikes.

### ***Planning and Strategy Committee***

The Planning and Strategy Committee was established on February 7, 2020, as a standing committee. Its purpose is to carry out the responsibilities delegated by the Board relating to the Company's strategic planning activities, as noted below:

- (a) Review the Company's Business and Strategic Plan including Financial Projections or Forecasts, and revisions to these Plans on annual basis and recommend their approval to the Board of Directors.
- (b) Review and recommend for approval the Company and its controlled subsidiaries' annual Budgets.



- (c) Review the Company's analysis and strategies of the Company's proposed actions related to acquisitions, mergers and strategic investments to ensure that these align with the Company's overall strategic plans.
- (d) Review and recommend for approval corporate policies and processes developed to assess, pursue and complete acquisition, merger and strategic investment, including the retaining of advisors.
- (e) Review and recommend proposed merger, acquisition, strategic investment or disposition of material assets or material portion of any business. This review should include assessment of strategic fit, timing of such transaction including milestones, risk analysis, due diligence plan, deal structure, pricing and financing requirements and plans for post transaction integration.
- (f) Review and monitor the progress of the Company's actions from initial identification of a strategic acquisition or investment opportunity, retaining financial and legal advisors, through its due diligence review, negotiation of price and terms and conditions and closing of the transaction and making any recommendations for approval to the Board as required.
- (g) Post transaction review of the execution of any strategic transaction and its initial integration into the Company's operations will be performed jointly with the Audit and Finance Committee who will also review the post integration financial performance of any such acquisition, merger or strategic investment.

A copy of the charter of the Planning and Strategy Committee is available on the Company's website, or free of charge to any person upon request to the Company at 2001 - 365 Bloor Street East, Toronto, ON M4W 3L4.

Currently the Planning and Strategy Committee consists of Baran Dilaver (Chair), Andrew Wilczynski and Laurens Feenstra.

#### ***Audit and Finance Committee***

The Board is responsible for the stewardship of the Company through the supervision of the business and management of the Company. This mandate is accomplished directly through the Audit and Finance Committee. The Audit and Finance Committee facilitates effective Board decision-making by providing recommendations to the Board on matters within its responsibility.

The purpose of the Audit and Finance Committee is to oversee Namaste's accounting and financial reporting processes, including the integrity, adequacy and timeliness of Namaste's financial reporting and disclosure practices; the process for identifying the principal financial risks of Namaste and the control systems in place to monitor them; compliance with legal and regulatory requirements related to financial reporting; and the independence and performance of Namaste's independent auditors.

The Audit and Finance Committee is governed by an Audit and Finance Committee Charter, a copy of which is attached hereto as Schedule "D".

#### ***Composition of the Audit and Finance Committee***

The Audit and Finance Committee is currently comprised of Andrew Wilczynski (Chair), Laurens Feenstra and Branden Spikes, each of whom are "financially literate" in accordance with Section 1.6 of NI 52-110, which states that an individual is financially literate if he or she has the ability to read and understand a set of financial statements that presents a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the issuer's financial statements.

Applying the definition of "independence" set out in section 1.4 of NI 52-110, each of Laurens Feenstra, Andrew Wilczynski and Branden Spikes is an independent member of the Audit and Finance Committee.

### *Relevant Education and Experience*

**Laurens Feenstra** – Mr. Laurens Feenstra was a former consultant at McKinsey & Company, where he gained experience in reading and analyzing financial reports across several industries. In this capacity, Mr. Feenstra worked with financial controllers and internal audit teams in the financial sector. He holds a bachelor's degree in Artificial Intelligence and a master's degree in Computer Science in Human-Computer Connection from University of Groningen in the Netherlands. He was a visiting scholar at Carnegie Mellon University.

**Branden Spikes** – Mr. Branden Spikes founded Spikes Security, and as CEO was responsible for the creating, analyzing, and presenting financial reports and managing cash flow through multiple rounds of funding and five years of operating. He was also a founding engineer at SpaceX for 10 years where he developed technologies for accounting and ERP, among other things. He was also a founding engineer at PayPal, where he gained experience in online banking and digital wallets. He was also a graduate of the Founder Institute Silicon Valley chapter in 2012 where he gained expertise in fundraising, revenue models and cash flow, and business strategy from top mentors from successful Silicon Valley companies.

**Andrew Wilczynski** - Mr. Andrew Wilczynski is a highly seasoned senior business leader with extensive experience with a wide range of organizations including start-ups and multinational corporations. He has advised on and led significant national and international financial and operational restructurings and reorganizations across a broad spectrum of industry sectors. Mr. Wilczynski is qualified as a Chartered Accountant in 1981 and spent 32 years in private practice with PwC, including 20 years as a partner, specializing in the areas of financial restructuring and business turnarounds.

The experiences of the members of the Audit and Finance Committee have given each member:

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

The Audit and Finance Committee meets separately with the auditors and the CFO to review the Company's accounting practices, internal controls and such other matters as the Audit and Finance Committee or CFO deems appropriate, and recommends to the Board for approval the annual financial statements of the Company. The quarterly financial statements for the Company are also reviewed and approved by the Audit and Finance Committee.

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

The Audit and Finance Committee is responsible for reviewing and pre-approving any engagement of the external auditors for any non-audit and tax services to the Company in accordance with applicable law and policies and procedures to be approved by the Board.

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

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

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

The auditors’ fees for each of the last two fiscal years, by category, are as follows:

	<b>Audit Fees (\$)</b>	<b>Audit-Related Fees (\$)</b>	<b>Tax Fees (\$)</b>	<b>All Other Fees (\$)</b>
<b>2019</b>	290,000	55,000 <sup>(1)</sup>	Nil	18,103 <sup>(2)</sup>
<b>2018</b>	500,000 <sup>(3)</sup>	Nil	Nil	24,311 <sup>(4)</sup>

**Notes:**

- (1) Represents the fees charged by Baker Tilly for their review engagements in respect of quarterly interim financial statements.
- (2) Represents the administrative fees charged by Baker Tilly in connection with services rendered pursuant to their engagements.
- (3) In August 2018, the Company changed its fiscal year-end from August 31 to November 30. Represents the audit fee for Baker Tilly for the year-end audit for the fifteen months period ended November 30, 2018.
- (4) Represents the administrative fees charged by Baker Tilly in connection with services rendered pursuant to their year-end audit engagement.

The Company is relying on the exemption provided by section 6.1 of NI 52-110 which provides that the Company, as a “venture issuer”, is not required to comply with Part 5 (Reporting Obligations) of NI 52-110.

**Assessments**

The Corporate Governance and Nominating Committee is responsible for developing and arranging for annual surveys of the directors to be conducted with respect to their views on the effectiveness of the Board, its committees and the Directors. In conjunction with those surveys, the Committee will assess, and report to the Board on, the effectiveness of the Board, as well as the effectiveness and contribution of each of the Board’s committees. That assessment will take into account the responsibilities of the Board and each committee, the position descriptions applicable to the Chair of the Board and the chairs of each committee and the annual survey of Directors, as well as the competencies and skills that each individual Director is expected to bring to the Board and its committees, attendance at Board and committee meetings and overall contributions made to the Board and its committees.

**ADDITIONAL INFORMATION**

Additional information relating to the Company and its operations is available on SEDAR at [www.sedar.com](http://www.sedar.com). Financial information concerning the Company is provided in its comparative financial statements and management’s discussion and analysis for the Company’s most recently completed financial year ended November 30, 2019. Copies of this information is available by contacting the Company at its offices located at 2001-365 Bloor Street East, Toronto Ontario M4W 3L4.

**BOARD APPROVAL**

The contents of this Information Circular have been approved and its mailing has been authorized by the Board.

Dated this 21<sup>st</sup> day of August, 2020.

**BY ORDER OF THE BOARD OF DIRECTORS**

*/s/ "Meni Morim"*

**Meni Morim, Chief Executive Officer**

## SCHEDULE "A"

### NAMASTE TECHNOLOGIES INC.

#### AMENDED AND RESTATED STOCK OPTION PLAN

##### Article 1

##### DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

For the purposes of this Plan, the following terms have the following meanings:

- 1.1.1 "Applicable Laws" means, at any time, with respect to any Person, property, transaction or event, all applicable laws, statutes, regulations, treaties, judgments and decrees and (whether or not having the force of law) all applicable official directives, rules, consents, approvals, by-laws, permits, authorizations and orders of any Governmental Authority having authority over that Person, property, transaction or event.
- 1.1.2 "Blackout Period" means the period during which designated Persons cannot trade Shares pursuant to the Corporation's policy, if any, respecting restrictions on trading which is in effect at that time.
- 1.1.3 "Board" means the board of directors of the Corporation.
- 1.1.4 "Business Day" means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario, and also excluding any day on which the principal chartered banks located in the City of Toronto are not open for business during normal banking hours.
- 1.1.5 "Change of Control Transaction" means:
- 1.1.5.1 the acquisition of a sufficient number of voting securities in the capital of the Corporation so that the acquiror, together with Persons acting jointly or in concert with the acquiror, becomes entitled, directly or indirectly, to exercise more than 50% of the voting rights attaching to the outstanding voting securities in the capital of the Corporation (provided that, prior to the acquisition, the acquiror was not entitled to exercise more than 50% of the voting rights attaching to the outstanding voting securities in the capital of the Corporation);
  - 1.1.5.2 the completion of a consolidation, merger, arrangement or amalgamation of the Corporation with or into any other entity whereby the voting securityholders of the Corporation immediately prior to the consolidation, merger, arrangement or amalgamation receive less than 50% of the voting rights attaching to the outstanding voting securities of the consolidated, merged, arranged or amalgamated entity; or
  - 1.1.5.3 the completion of a sale whereby all or substantially all of the Corporation's undertakings and assets become the property of any other entity and the voting securityholders of the Corporation immediately prior to the sale hold less than 50% of the voting rights attaching to the outstanding voting securities of that other entity immediately following that sale.

- 1.1.6 **“Consultant”** means a Person, other than an Employee or a Director, that:
- 1.1.6.1 is engaged to provide consulting, technical, management or other services to the Corporation or to a Subsidiary, other than services provided in relation to a distribution of securities;
  - 1.1.6.2 provides the services under a written contract with the Corporation or a Subsidiary; and
  - 1.1.6.3 in the reasonable opinion of the Board, spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or a Subsidiary.
- 1.1.7 **“Corporation”** means Namaste Technologies Inc.
- 1.1.8 **“Director”** means a director of the Corporation or any Subsidiary.
- 1.1.9 **“Disability”** means a physical or mental incapacity or disability that prevents the Eligible Person from performing the essential duties of the Eligible Person’s employment or service with the Corporation or any Subsidiary, and which cannot be accommodated under applicable human rights laws without imposing undue hardship on the Corporation or the Subsidiary employing or engaging the Eligible Person, as determined by the Board for the purposes of this Plan.
- 1.1.10 **“Early Expiry Date”** is defined in Section 4.10.1.2.
- 1.1.11 **“Eligible Person”** means any Employee, Director or Consultant.
- 1.1.12 **“Employee”** means:
- 1.1.12.1 an individual who is considered an employee of the Corporation or any Subsidiary under the *Income Tax Act* (Canada) (and for whom income tax, employment insurance and Canada Pension Plan deductions must be made at source);
  - 1.1.12.2 an individual who works full-time for the Corporation or any Subsidiary providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or the relevant Subsidiary over the details and methods of work as an employee of the Corporation or the relevant Subsidiary, but for whom income tax deductions are not made at source; or
  - 1.1.12.3 an individual who works for the Corporation or any Subsidiary on a continuing and regular basis for at least 20 hours per week providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or the relevant Subsidiary over the details and methods of work as an employee of the Corporation or the relevant Subsidiary, but for whom income tax deductions are not made at source.
- 1.1.13 **“Exchange”** means the TSX Venture Exchange or any other recognized Canadian exchange.
- 1.1.14 **“Governmental Authority”** means:
- 1.1.14.1 any federal, provincial, state, local, municipal, regional, territorial, aboriginal or other government, any governmental or public department, branch or ministry, or any court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory, or taxing authority or power of any nature; and

- 1.1.14.2 any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.
- 1.1.15 “**Grant Date**” means, for any Option, the date on which that Option is granted.
- 1.1.16 “**Insider**” means “Insider” as defined in the TSX Venture Exchange Corporate Finance Manual (as amended at any time).
- 1.1.17 “**Investor Relations Activities**” means “Investor Relations Activities” as defined in the TSX Venture Exchange Corporate Finance Manual (as amended at any time).
- 1.1.18 “**Investor Relations Participant**” means a Consultant that performs Investor Relations Activities or an Employee or Director whose roles and duties primarily consist of Investor Relations Activities.
- 1.1.19 “**Option**” means an option to purchase Shares granted to an Eligible Person under the terms of this Plan.
- 1.1.20 “**Option Agreement**” means an option agreement substantially in the form attached as Exhibit “A” to this Plan.
- 1.1.21 “**Option Exercise Price**” is defined in Section 4.3.
- 1.1.22 “**Option Expiry Date**” is defined in Section 4.4.
- 1.1.23 “**Participant**” means an Eligible Person to whom an Option has been granted.
- 1.1.24 “**Person**” will be broadly interpreted and includes:
- 1.1.24.1 a natural person, whether acting in his or her own capacity, or in his or her capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person;
- 1.1.24.2 a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind; and
- 1.1.24.3 a Governmental Authority.
- 1.1.25 “**Plan**” means this amended and restated stock option plan of the Corporation.
- 1.1.26 “**Remittance Amount**” is defined in Section 4.9.1.1.
- 1.1.27 “**Restricted Person**” is defined in Section 2.3.6.2.
- 1.1.28 “**Retirement**” means retirement from active employment or service with the Corporation or a Subsidiary:
- 1.1.28.1 at or after age 65; or

- 1.1.28.2 with the consent of any officer of the Corporation as may be designated for the purposes of this Plan by the Board, at or after any earlier age and on the completion of any number of years of service as the Board may specify.
- 1.1.29 **“Share Compensation Arrangement”** means any stock option plan of the Corporation (other than this Plan) any other security-based compensation plans of the Company pursuant to which Shares may be issued.
- 1.1.30 **“Shares”** means Common Shares in the capital of the Corporation.
- 1.1.31 **“Subsidiary”** means a body corporate that is controlled by the Corporation and, for the purposes of this definition, a body corporate will be deemed to be controlled by the Corporation if the Corporation, directly or indirectly, has the power to direct the management and policies of the body corporate by virtue of ownership of, or direction over, voting securities in the body corporate.
- 1.1.32 **“Termination Date”** means the date on which a Participant ceases to be an Eligible Person and, in the case of an Employee, means the date on which the Employee ceases to actively perform services for the Corporation or any Subsidiary (excluding any notice period which may extend beyond the date on which active services cease).

## **1.2 Certain Rules of Interpretation**

- 1.2.1 In this Plan, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the words **“including”** or **“includes”** in this Plan is to be construed as meaning “including, without limitation” or “includes, without limitation”, respectively.
- 1.2.2 The division of this Plan into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Plan.
- 1.2.3 References in this Plan to an Article, Section or Exhibit are to be construed as references to an Article, Section or Exhibit of or to this Plan unless otherwise specified.
- 1.2.4 Unless otherwise specified in this Plan, time periods within which or following which any calculation or payment is to be made, or action is to be taken, will be calculated by excluding the day on which the period begins and including the day on which the period ends. If the last day of a time period is not a Business Day, the time period will end on the next Business Day. Unless otherwise determined by the Board, if an Option would, under the terms of this Plan or the Option Agreement, otherwise expire or terminate on a day which is not a Business Day, the Option will expire or terminate on the next Business Day.
- 1.2.5 Unless otherwise specified, any reference in this Plan to any statute, rule or policy includes all regulations and subordinate legislation made under or in connection with that statute at any time, and is to be construed as a reference to that statute, rule or policy as amended, modified, restated, supplemented, extended, re-enacted, replaced or superseded at any time.

## **1.3 Governing Law**

This Plan and each Option Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in that Province.



**Article 2**  
**ESTABLISHMENT OF PLAN**

**2.1 Purpose**

- 2.1.1 The Corporation establishes this Plan to govern the grant, administration and exercise of Options which may be granted to Eligible Persons.
- 2.1.2 The principal purposes of this Plan are to provide the Corporation with the advantages of the incentive inherent in equity ownership on the part of Eligible Persons who are responsible for the continued success of the Corporation; to create in those Eligible Persons a proprietary interest in, and a greater concern for, the welfare and success of the Corporation; to encourage Eligible Persons to remain with the Corporation and any Subsidiaries; and to attract new Employees, Directors and Consultants.
- 2.1.3 This Plan is expected to benefit shareholders of the Corporation by enabling the Corporation to attract and retain personnel of the highest calibre by offering them an opportunity to share in any increase in value of the Shares resulting from their efforts.

**2.2 Shares Reserved and Plan Limits**

- 2.2.1 The number of Shares that may be reserved for issuance under this Plan and under any other Share Compensation Arrangement will not exceed, in the aggregate, 10% of the outstanding Shares (on a non-diluted basis) on each Grant Date.
- 2.2.2 The Corporation will at all times during the term of this Plan reserve and keep available the number of Shares necessary to satisfy the requirements of this Plan.

**2.3 Limits on Certain Grants**

- 2.3.1 An Option may only be granted to a Consultant under this Plan if the number of Shares reserved for issuance under that Option, when combined with the number of Shares reserved for issuance under all options and other Share Compensation Arrangements granted within the one-year period before the Grant Date by the Corporation to Consultants, does not exceed, in aggregate, 2% of the outstanding Shares on the Grant Date (with the outstanding Shares being calculated on a non-diluted basis, and excluding Shares issued to Consultants within the previous one-year period pursuant to the exercise of options).
- 2.3.2 An Option may only be granted to an Investor Relations Participant under this Plan if the number of Shares reserved for issuance under that Option, when combined with the number of Shares reserved for issuance under all other options granted within the one-year period before the Grant Date by the Corporation to Investor Relations Participants, does not exceed, in aggregate, 2% of the outstanding Shares on the Grant Date (with the outstanding Shares being calculated on a non-diluted basis, and excluding Shares issued to Investor Relations Participants within the previous one-year period pursuant to the exercise of options).
- 2.3.3 An Option may only be granted to a Person under this Plan if the number of Shares reserved for issuance under that Option, when combined with the number of Shares reserved for issuance under all options and other Share Compensation Arrangements granted within the one-year period before the Grant Date by the Corporation to that Person, does not exceed, in aggregate, 5% of the outstanding Shares on the Grant Date (with the outstanding Shares being calculated on a non-diluted basis, and excluding Shares issued to that Person within the previous one-year period pursuant to the exercise of options), unless any disinterested Shareholder approval required by the Exchange has been obtained.

- 2.3.4 The number of Shares that may be reserved for issuance to Insiders under this Plan and under any other Share Compensation Arrangement will not exceed, in the aggregate, 10% of the outstanding Shares (on a non-diluted basis) at any point in time.
- 2.3.5 An Option may only be granted to an Insider under this Plan if the number of Shares reserved for issuance under that Option, when combined with the number of Shares reserved for issuance under all options and other Share Compensation Arrangements granted within the one-year period before the Grant Date by the Corporation to Insiders, does not exceed, in aggregate, 10% of the outstanding Shares on the Grant Date (with the outstanding Shares being calculated on a non-diluted basis, and excluding Shares issued to Insiders within the previous one-year period pursuant to the exercise of options).
- 2.3.6 For the purposes of calculating the limits in this Section 2.3:
- 2.3.6.1 the number of Shares reserved for issuance under an option means the number of Shares which were originally reserved for issuance upon the date of grant of the option (except for the purposes of calculating the limit in Section 2.3.4, in which case the number of Shares reserved for issuance means the number of Shares reserved for issuance at the time of the calculation); and
- 2.3.6.2 any options granted within the relevant time but prior to the grantee becoming a Consultant, Investor Relations Participant or Insider, as applicable (a “**Restricted Person**”), and any Shares reserved or issued under those grants, will be included in the number of options granted to those Restricted Persons, in the number of Shares reserved for issuance to those Restricted Persons, and in the number of Shares issued to those Restricted Persons, if the grantee becomes a Restricted Person on or before the date the calculation is made.

## **2.4 Exercised Options**

Any number of Shares which have been issued on the exercise of an Option will again be available for grants under this Plan, and will be considered to be part of the pool of Shares available for Options under this Plan.

## **2.5 Expired or Terminated Options**

If and to the extent any Option granted under this Plan expires or is terminated without having been exercised in whole or in part, the number of Shares then subject to that Option will be considered to be part of the pool of Shares available for Options under this Plan.

## **2.6 Non-Exclusivity**

Nothing contained in this Plan will prevent the Board from adopting other or additional incentive compensation arrangements, whether Share Compensation Arrangements or otherwise.

## **2.7 Effective Date**

This Plan is effective as of March 27, 2018, as amended and restated effective August 21, 2020, subject to ratification by the shareholders of the Corporation and subject to the acceptance of the Exchange.

**Article 3**  
**ADMINISTRATION OF PLAN**

**3.1 Administration of the Plan**

3.1.1 Subject to the provisions of this Plan, Applicable Laws, and the applicable rules and policies of the Exchange (or any other stock exchange or market on which the Shares are listed), the Board will have full power and authority to:

- 3.1.1.1 administer this Plan in accordance with its express terms;
- 3.1.1.2 determine all questions arising in connection with the administration, interpretation, and application of this Plan;
- 3.1.1.3 prescribe, amend, and rescind rules and regulations relating to the administration of this Plan; and
- 3.1.1.4 make all other determinations necessary or advisable for the administration of this Plan.

All determinations made in good faith on the matters referred to in this Section 3.1.1 will be final, conclusive, and binding on the Corporation and the relevant Participant.

3.1.2 Subject to Applicable Laws, and the applicable rules and policies of the Exchange (or any other stock exchange or market on which the Shares are listed), the Board may, by resolution, at any time:

- 3.1.2.1 delegate any of its powers, rights and obligations under Section 3.1.1 to any committee of the Board; and
- 3.1.2.2 amend or rescind the delegation of any of its rights, powers and obligations effected under Section 3.1.2.1.

**3.2 Record Keeping**

The Corporation will maintain a register in which will be recorded:

3.2.1 with respect to each Option granted to a Participant:

- 3.2.1.1 the name and address of the Participant;
- 3.2.1.2 the Grant Date;
- 3.2.1.3 the number of Shares issuable under the Option as of the Grant Date;
- 3.2.1.4 the Option Exercise Price;
- 3.2.1.5 any vesting conditions;
- 3.2.1.6 the number of Shares issued under the Option (and the dates of issuance); and
- 3.2.1.7 the Option Expiry Date; and

3.2.2 the aggregate number of Shares subject to Options.

### **3.3 Adjustments to Options**

3.3.1 If any material change in the outstanding Shares occurs by reason of any stock dividend, split, recapitalization, amalgamation, merger, consolidation, combination or exchange of shares or other similar corporate change, the Board may make any proportionate adjustments to this Plan and any outstanding Options that the Board deems equitable and appropriate to reflect that change. Any adjustment under this Section 3.3.1 will be made in the sole discretion of the Board, and will be conclusive and binding for all purposes of this Plan.

3.3.2 No fractional Shares will be issued on the exercise of an Option. If, as a result of any adjustment as provided in this Section 3.3, a Participant would be entitled to a fractional Share, the Participant will have the right to purchase only the number of full Shares that is calculated under that adjustment, and no payment or other adjustment will be made with respect to that fractional Share.

### **3.4 Termination of the Plan**

The Board may terminate this Plan at any time in its absolute discretion (without Shareholder approval). If this Plan is terminated, no further Options will be granted but the Options then outstanding will continue in full force and effect in accordance with the provisions of this Plan, until the time they are exercised or terminated or expire under the terms of this Plan and the applicable Option Agreements.

### **3.5 General**

The existence of any Option will not affect, in any way, the right or power of the Corporation to:

3.5.1 make or authorize any recapitalization, reorganization or other change in the Corporation's capital structure or business;

3.5.2 participate in any amalgamation, combination, merger or consolidation;

3.5.3 create or issue any securities or change the rights and conditions attaching to any of its securities;

3.5.4 effect the dissolution or liquidation of the Corporation or any sale or transfer of all or any part of its assets or business; or

3.5.5 effect any other corporate act or proceeding, whether of similar character or otherwise.

### **3.6 Compliance with Applicable Laws**

3.6.1 This Plan, the grant and exercise of Options, the Corporation's obligation to issue Shares on the exercise of Options, and all other actions taken under this Plan will be subject to Applicable Laws, to the applicable rules and policies of the Exchange (or any other stock exchange or market on which the Shares are listed) and to any approvals by any Governmental Authority which, in the opinion of counsel to the Corporation, are necessary or advisable.

3.6.2 No Option will be granted and no Shares issued under this Plan if that grant or issue would require registration of this Plan or of Shares under the securities laws of any foreign jurisdiction. Any purported grant of any Option or issue of Shares under this Plan in violation of this Section 3.6.2 will be void.

- 3.6.3 Shares issued to Participants pursuant to the exercise of Options may be subject to limitations on sale or resale under Applicable Laws.

## **Article 4 TERMS OF OPTIONS**

### **4.1 Grants**

- 4.1.1 Subject to the provisions of this Plan, the Board will have the authority to grant Options to Eligible Persons, and to determine the terms and conditions applicable to the exercise of those Options, including, for each Option:

- 4.1.1.1 the number of Shares issuable under the Option;
- 4.1.1.2 the Option Exercise Price;
- 4.1.1.3 the Option Expiry Date;
- 4.1.1.4 the vesting conditions, if any;
- 4.1.1.5 the nature and duration of the restrictions, if any, to be imposed on the sale or other disposition of Shares acquired on the exercise of the Option; and
- 4.1.1.6 the events, if any, that could give rise to a termination of the Participant's rights under the Option, and the period in which such a termination can occur.

- 4.1.2 Each Option must be confirmed by an Option Agreement executed by the Corporation and by the Participant to whom that Option is granted. Subject to specific variations approved by the Board in respect of any Option, those variations not to be inconsistent with the provisions of this Plan, all terms and conditions set out in this Plan will be incorporated by reference into and form part of each Option Agreement.

- 4.1.3 If an Option is to be granted to an Employee or a Consultant, the Corporation and the Person to whom that Option is proposed to be granted are responsible for ensuring and confirming that the Person is a bona fide Employee or Consultant.

### **4.2 Multiple Grants**

An Eligible Person may be granted Options on more than one occasion under this Plan and be granted separate Options on any one occasion.

### **4.3 Option Exercise Price**

The Board will set the option exercise price (the "**Option Exercise Price**") in respect of each Share issuable under an Option granted to a Participant. The Option Exercise Price will not be less than the fair market value of a Share on the Grant Date and, if the Shares are listed on the Exchange, will be subject to the minimum Option Exercise Price permitted by the Exchange. For the purposes of this Section 4.3, "**fair market value**" means:

- 4.3.1 if the Shares are listed on the Exchange, the last closing price of the Shares on the Exchange before the grant of the Option;

- 4.3.2 if the Shares are not then listed on the Exchange, but are listed on another stock exchange or market, the last closing price of the Shares on the stock exchange or market before the grant of the Option; or
- 4.3.3 if Sections 4.3.1 and 4.3.2 do not apply, the value of a Share determined by the Board, taking into account any considerations which it determines to be appropriate at the relevant time.

#### **4.4 Option Expiry Date**

The Board will, on the Grant Date, set the option expiry date (the “**Option Expiry Date**”) of each Option granted to a Participant. The Option Expiry Date set under this Section 4.4 will be no later than ten (10) years after the Grant Date, and will be subject to earlier expiry in accordance with Section 4.10 and Section 4.11, and later expiry in accordance with Section 4.7.

#### **4.5 Vesting of Options**

- 4.5.1 The vesting of Options will be determined at the discretion of the Board.

#### **4.6 Exercise of Options**

- 4.6.1 An Option will be exercisable until 5:00 p.m. (Toronto time) on the Option Expiry Date, but only to the extent that it has vested and has not expired or been terminated.
- 4.6.2 Subject to the provisions of this Plan and the related Option Agreement, an Option may be exercised, in whole or in part, at any time by delivery to the Corporation of a written notice of exercise, substantially in the form of Schedule “A” to Exhibit “A” to this Plan, specifying the number of Shares with respect to which the Option is being exercised and accompanied by payment in full of the Option Exercise Price of the Shares to be purchased. Payment of the Option Exercise Price must be made by cash, bank draft or certified cheque.

#### **4.7 Blackout Periods**

No Option may be exercised during a Blackout Period, if the Participant is then restricted from trading in Shares pursuant to any policy of the Corporation or Applicable Laws. If an Option Expiry Date set under Section 4.4 falls on a date within a Blackout Period ~~or within nine Business Days following the expiration of a Blackout Period~~, the expiry date for that Option will be automatically extended, without any further act or formality, to that date which is the tenth Business Day after the end of the Blackout Period. This Section 4.7 will not extend any termination or expiry date determined under Section 4.10 or 4.11.

#### **4.8 Amendments to Plan or Options**

The Board may amend this Plan or any Option at any time, subject to the requirements of the Exchange (or any other stock exchange or market on which the Shares are listed), including any Shareholder approval requirements, provided that:

- 4.8.1 if an amendment materially impairs an Option or is materially adverse to its holder, the amendment will not take effect in respect of that Option until the consent of the Participant holding the Option has been obtained; and
- 4.8.2 any reduction in the Option Exercise Price for an Option held by an Insider is subject to the receipt of disinterested Shareholder approval as required by the Exchange.

## **4.9 Withholding of Tax**

4.9.1 The Corporation and any Subsidiary may take reasonable steps for the withholding of any taxes or other source deductions that it is required by Applicable Laws or the requirements of any Governmental Authority to remit in connection with this Plan, any Option or any issuance of Shares upon the exercise of an Option, including:

4.9.1.1 deducting and withholding the amount required to be remitted (the “**Remittance Amount**”) from any cash remuneration or any other amount payable to a Participant, whether or not related to the Plan, the exercise of any Options or the issue of any Shares;

4.9.1.2 permitting the Participant to make a cash payment to the Corporation equal to the Remittance Amount; or

4.9.1.3 selling, or causing a broker engaged by the Corporation to sell, on behalf of any Participant, that number of Shares issued to the Participant pursuant to an exercise of Options, such that the amount received by the Corporation or Subsidiary from the proceeds of the sale will be sufficient to satisfy the obligation to remit the Remittance Amount (and to fund any commissions payable to the broker and other costs and expenses of the transaction).

4.9.2 Any Shares of a Participant that are sold by the Corporation, or by a broker engaged by the Corporation, to fund a Remittance Amount will be sold as soon as practicable, and, if applicable, in transactions effected on the exchange on which the Shares are then listed for trading. In effecting the sale of any Shares, the Corporation or the broker will exercise its sole judgment as to the timing and manner of sale and will not be obligated to seek or obtain a minimum price. Neither the Corporation nor the broker will be liable for any loss arising out of any sale of Shares, including any loss relating to the manner or timing of any sale, the prices at which the Shares are sold, or otherwise. In addition, neither the Corporation nor the broker will be liable for any loss arising from a delay in transferring any Shares to a Participant. The sale price of Shares sold on behalf of Participants will fluctuate with the market price of the Shares and no assurance can be given that any particular price will be received upon any sale.

## **4.10 Termination of Employment or Service**

4.10.1 Unless otherwise determined by the Board under Section 4.11 or otherwise specified in the relevant Option Agreement, if a Participant ceases to be an Eligible Person:

4.10.1.1 any unvested portion of any Option held by that Participant will immediately expire as of the Termination Date; and

4.10.1.2 any vested portion of any Option held by that Participant will expire on the earlier of the Option Expiry Date set by the Board under Section 4.4 (without including any extended expiry terms determined under Section 4.7) and:

4.10.1.2.1 in the case of termination of employment by the Corporation or a Subsidiary without cause, or the failure of a Director standing for election to be re-elected, or the failure by the Corporation or a Subsidiary to renew a contract for services at the end of its term, the date which is 90 days after the Termination Date;

4.10.1.2.2 in the case of the death of the Participant, the date which is one year after the death;

4.10.1.2.3 in the case of the Disability or Retirement of the Participant, the date which is 180 days after the Termination Date; and

4.10.1.2.4 in all other cases, the Termination Date,

(the date determined under Sections 4.10.1.2.1 to 4.10.1.2.4, the “**Early Expiry Date**”).

4.10.2 Unless otherwise determined by the Board, Options will not be affected by any change of employment or provision of services within or among the Corporation or any Subsidiaries, so long as the Participant continues to be an Eligible Person.

4.10.3 The Early Expiry Date will be determined based on the first of the events described in Sections 4.10.1.2.1 to 4.10.1.2.4 to occur.

4.10.4 Options granted under this Plan are not part of a Participant's regular employment or consulting compensation, and no value will be attributed to any Options as part of calculating any Participant's damages for wrongful dismissal, or any amount due to a Participant with respect to reasonable notice, notice of termination, severance or termination pay, or compensation in lieu of notice.

#### **4.11 Change of Control**

4.11.1 Despite any other provision of this Plan or any Option Agreement, in the event of an actual or potential Change of Control Transaction, the Board has the right, in its sole discretion and on the terms it sees fit, without any action or consent required on the part of any Participant, to deal with any Options (or any portion of any Options) in the manner it deems equitable and appropriate in the circumstances, including the right to:

4.11.1.1 determine that any Options (or any portion of any Options) will remain in full force and effect in accordance with their terms after the Change of Control Transaction;

4.11.1.2 cause any Options (or any portion of any Options) to be converted or exchanged for options to acquire shares of another entity involved in the Change of Control Transaction, having the same value and terms and conditions as the Options;

4.11.1.3 accelerate the vesting of any unvested Options;

4.11.1.4 provide Participants with the right to surrender any Options (or any portion of any Options) for an amount per underlying Share equal to the positive difference, if any, between the fair market value of the Share on the date of surrender and the Option Exercise Price; and

4.11.1.5 accelerate the date by which any Options (or any portion of any Options) must be exercised.

4.11.2 The Corporation will use its best efforts to give the affected Participants written notice of any determination made by the Board under Section 4.11.1 at least 14 days before the effective date of the Change of Control Transaction.

#### **4.12 Transferability**

4.12.1 Subject to Section 4.12.2, the Options and all benefits and rights accruing to a Participant in accordance with the terms and conditions of this Plan are not directly or indirectly transferable



and cannot be assigned, charged, pledged or hypothecated, or otherwise alienated, by a Participant, whether voluntarily, involuntarily, by operation of law or otherwise.

- 4.12.2 On a Participant's death, vested Options, benefits and rights may pass by the Participant's will or the laws of descent and distribution to the legal representative of the Participant's estate or any other Person who acquires the Participant's vested Options by bequest or inheritance. No transfer of a vested Option by will or by the laws of descent and distribution will be effective to bind the Corporation until the Corporation has been furnished with any evidence that the Corporation may deem necessary to establish the validity of the transfer and the acceptance by the transferee of the terms and conditions of this Plan and the relevant Option Agreement.

## **Article 5 MISCELLANEOUS PROVISIONS**

### **5.1 No Rights as Shareholder**

The holder of an Option will not have any rights as a Shareholder of the Corporation with respect to any of the Shares issuable on exercise of that Option until that holder has exercised that Option in accordance with the terms of this Plan and has been issued the Shares.

### **5.2 No Employment Rights**

Nothing in this Plan or any Option will confer on a Participant any right to continue in the employment or service of the Corporation or any Subsidiary or affect in any way the right of the Corporation or any Subsidiary to terminate the Participant's employment or service at any time; nor will anything in this Plan or any Option be deemed or construed to constitute an agreement, or an expression of intent, on the part of the Corporation or any Subsidiary to extend the employment or service of any Participant beyond the date on which the Participant's relationship with the Corporation or any Subsidiary would otherwise be terminated due to Retirement or pursuant to the provisions of any employment, consulting or other contract for services with the Corporation or any Subsidiary.

### **5.3 No Undertaking or Representation**

The Participants, by participating in this Plan, will be deemed to have accepted all risks associated with acquiring Shares pursuant to this Plan. Each Participant acknowledges that the Shares are subject to, and may be required to be held indefinitely under, applicable securities laws. The Corporation and the Subsidiaries make no undertaking, representation, warranty or guarantee as to the future value or price, or as to the listing on any stock exchange or other market, of any Shares issued under this Plan, and will not be liable to any Participant for any loss resulting from that Participant's participation in this Plan or as a result of the amendment, suspension or termination of this Plan or any Option in accordance with its terms.

### **5.4 Notices**

All written notices to be given by a Participant to the Corporation will be delivered personally or by registered mail, postage prepaid, addressed as follows:

Namaste Technologies Inc.  
Suite 2001, 365 Bloor Street East  
Toronto, Ontario, M4W 3L4  
Canada

Attn: Corporate Secretary

Any notice given by a Participant pursuant to the terms of an Option will not be effective until actually received by the Corporation at the above address.

## **5.5 Further Assurances**

Each Participant will, when requested to do so by the Corporation, sign and deliver all documents relating to the granting or exercise of Options deemed necessary or desirable by the Corporation. Each Participant will provide the Corporation with all information (including personal information) which is necessary for the administration of this Plan, and each Participant consents to the collection, use and disclosure of information by the Corporation necessary for the administration of this Plan.

## **5.6 Submission to Jurisdiction**

The Corporation and each Participant irrevocably and unconditionally submits and attorns to the exclusive jurisdiction of the courts of the Province of Ontario to determine all issues, whether at law or in equity, arising from this Plan and each Option Agreement. To the extent permitted by Applicable Laws, the Corporation and each Participant:

- 5.6.1 irrevocably waives any objection, including any claim of inconvenient forum, that it may now or in the future have to the venue of any legal proceeding arising out of or relating to this Plan or any Option Agreement in the courts of that Province, or that the subject matter of this Plan or any Option Agreement may not be enforced in those courts;
- 5.6.2 irrevocably agrees not to seek, and waives any right to, judicial review by any court which may be called on to enforce the judgment of the courts referred to in this Section 5.6, of the substantive merits of any suit, action or proceeding; and
- 5.6.3 to the extent the Corporation or any Participant has or may acquire any immunity from the jurisdiction of any court or from any legal process, whether through service or notice, attachment before judgment, attachment in aid of execution, execution or otherwise, with respect to itself or its property, that Person irrevocably waives that immunity in respect of its obligations under this Plan and any Option Agreement.

**EXHIBIT "A"**  
**TO AMENDED AND RESTATED STOCK OPTION PLAN**

□  
**OPTION AGREEMENT**

**THIS AGREEMENT is dated as of □ (*Insert the Grant Date.*) between □ (the "Corporation") and □ (*Insert the name of the Participant.*) (the "Participant").**

**CONTEXT:**

- A.** The Corporation has a stock option plan with an effective date of □ (as it may be amended at any time in accordance with its terms, the "**Plan**"). A copy of the Plan in effect on the date of this agreement has been (or is concurrently being) provided to the Participant.
- B.** The board of directors of the Corporation has authorized the granting to the Participant of an option under the Plan, having the terms set out in this agreement (the "**Option**").

**THEREFORE, the parties agree as follows:**

- 1. **The Plan.** The Participant agrees to be bound by the terms of the Plan (which may be amended). The terms and conditions of the Plan are deemed to be incorporated into and to form a part of this agreement. In the event of any inconsistency between the terms of the Plan and the terms of this agreement, the terms of the Plan will prevail.
- 2. **Grant of Option.** The Corporation grants, and the Participant accepts, the Option to purchase □ common shares in the capital of the Corporation (the "**Shares**").
- 3. **Exercise Price.** The exercise price under the Option is \$□ per Share.
- 4. **Vesting.** The Option will vest and become exercisable as follows:

<u>Number of Shares</u>	<u>Vesting Date</u>
□	□
□	□
- 5. **Exercise of Vested Option.** The Option may be exercised, in whole or in part, at any time up to and including 5:00 p.m. (Toronto time) on □, but only to the extent that it has vested and has not expired or been terminated. To exercise the Option, in whole or in part, all conditions for exercise under the Plan must have been met, and the Participant must deliver to the Corporation a written notice of exercise, substantially in the form of Schedule "A" to this agreement, accompanied by payment in full of the exercise price of the Shares to be purchased. Payment of the exercise price must be made by cash, bank draft or certified cheque.
- 6. **Effect of Termination.** The expiry of the Option will be accelerated if the Participant ceases to be an Eligible Person (as defined in the Plan), as set out in further detail in section 4.10 of the Plan.
- 7. **Withholding Taxes.** The Corporation may take reasonable steps for the withholding of any taxes or other source deductions that it is required to remit in connection with the Option or any issuance of Shares upon the exercise of the Option, as described in more detail in the Plan.

8. **Transferability.** The Participant will not, directly or indirectly, transfer or assign the Option, except as expressly permitted in the Plan.
9. **Rights of Participant.** The Participant will not have any rights as a Shareholder of the Corporation with respect to any of the Shares issuable on exercise of the Option until the Participant has exercised the Option in accordance with the terms of the Plan and has been issued the Shares. Nothing in the Plan or this agreement will confer on the Participant any right to continue in the employment or service of the Corporation or any Subsidiary (as defined in the Plan) or affect in any way the right of the Corporation or any Subsidiary to terminate the Participant's employment or service at any time.
10. **Independent Legal Advice.** The Participant acknowledges that it has had the opportunity to receive independent legal advice from its own counsel with respect to the terms of this agreement, and understands the risks associated with acquiring Shares pursuant to the Plan.
11. **Enurement.** This agreement enures to the benefit of and is binding upon the parties and their respective heirs, successors, assigns and representatives.
12. **Governing Law.** This agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in that Province.
13. **Time of Essence.** Time is of the essence in all respects of this agreement.
14. **Counterparts.** This agreement may be executed and delivered by the parties in one or more counterparts, each of which will be an original, and those counterparts will together constitute one and the same instrument.
15. **Electronic Signatures.** Delivery of this agreement by facsimile, e-mail or other functionally equivalent electronic means of transmission constitutes valid and effective delivery.

**Each of the parties has executed and delivered this agreement as of the date noted at the beginning of this agreement.**

**by:**

\_\_\_\_\_

**Name:**

**Title:**

\_\_\_\_\_  
 ***(Insert name of the Participant.)***

**SCHEDULE "A"**  
**TO OPTION AGREEMENT**

**AMENDED AND RESTATED STOCK OPTION PLAN**  
**NOTICE OF EXERCISE**

**TO:**             (the "Corporation")

**DATE:**            \_\_\_\_\_

**RE:**            Amended and Restated Stock Option Plan (the "Plan")

I refer to the option (the "Option") granted to me under the Plan and evidenced by an option agreement dated \_\_\_\_\_, 20\_\_\_\_, under which I was granted, subject to the terms of that option agreement, an option to subscribe for common shares in the capital of the Corporation (the "Shares").

I subscribe for \_\_\_\_\_ Shares under the Option at \$\_\_\_\_\_ per Share, payment for which in the aggregate amount of \$\_\_\_\_\_ accompanies this subscription.

Will you please cause those Shares to be registered as follows:

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*(Insert full name and address of purchaser including postal code.)*  
and forward the relevant certificate to the registered holder at the address shown above.

Signed,

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

**SCHEDULE “B”**  
**NAMASTE TECHNOLOGIES INC.**  
**DEFERRED SHARE UNIT PLAN**

**ARTICLE 1**  
**INTRODUCTION**

**1.1 Purpose**

The purpose of the Plan is to provide Participants with an opportunity to receive a portion or all of their compensation in Deferred Share Units. The Plan aims to align the interests of Participants with those of the shareholders of the Company. The Plan is meant to qualify under paragraph 6801(d) of the Income Tax Regulations (Canada) and consequently will not be a salary deferral arrangement or an employee benefit plan as those terms are defined in subsection 248(1) of the Income Tax Act (Canada). Only cash compensation that would otherwise be paid to Participants is eligible to be paid out in Deferred Share Units on a value-for-value exchange, and the Plan prohibits discretionary grants.

**1.2 Definitions**

In this Plan:

- (a) “**Account**” means the account maintained by the Company in respect of each Participant to record Deferred Share Units for the Participant;
- (b) “**Applicable Laws**” means all laws and regulations applicable to the Company and its affairs, and all applicable regulations and policies of such regulatory authorities, stock exchanges or over-the-counter markets as have jurisdiction over the affairs of the Company;
- (c) “**Applicable Withholding Taxes**” has the meaning set forth in Article 8 of the Plan;
- (d) “**Award Date**” means in respect of Deferred Share Units awarded as (i) the Director’s Fees, as contemplated by Article 3, the last day of each of March, June, September and December of a calendar year on which dates the Deferred Share Units shall be deemed to be awarded, in arrears, to a Participant; or (ii) initial grants as contemplated by Section 2.6, on the date of appointment of a new Director;
- (e) “**Blackout Period**” means an interval of time during which the Company has determined pursuant to a policy of the Company or otherwise that one or more Participants may not trade any securities of the Company because they may be in possession of undisclosed material information pertaining to the Company;
- (f) “**Board**” means the board of directors of the Company;
- (g) “**Business Day**” means any day other than a Saturday, Sunday or statutory or civic holiday in the Province of Ontario;
- (h) “**Company**” means Namaste Technologies Inc. and its successors and assigns, and any reference in the Plan to activities by the Company means action by or under the authority of the Board;
- (i) “**Corporate Secretary**” means the corporate secretary of the Company;
- (j) “**Deferred Share Unit**” means a deferred share unit of the Company represented by bookkeeping entry on the books of the Company, each deferred share unit equivalent in value to a Share;
- (k) “**Director**” means any member, from time to time, of the Board;

- (l) **“Fair Market Value”** means the last closing price of the Shares on the Stock Exchange immediately prior to the relevant date;
- (m) **“Fees”** means any of a Director’s annual board retainer, and fees for chairing the Board, a committee of the Board or being a member of a committee or any other fee or amount payable to a Director for the provision of services to the Company in their capacity as a Director.
- (n) **“Insider”** has the meaning set out in the TSX Venture Exchange Policy 3.1;
- (o) **“Participant”** means any current or former Director of the Company who is not an employee or officer of the Company or of its subsidiaries and who has been or is eligible to be credited with Deferred Share Units under the Plan, other than persons that perform “Investor Relations Activities” (as defined in the policies of the Stock Exchange) for the Company;
- (p) **“Plan”** means this Plan entitled “Namaste Technologies Inc. Deferred Share Unit Plan”, as may be amended from time to time;
- (q) **“Related Entity”** means a person that controls or is controlled by the Company or that is controlled by the same person that controls the Company;
- (r) **“Security-based Compensation Arrangements”** means this Plan, the Company’s stock option plan, the Company’s Restricted Share Unit Plan and any other security-based compensation arrangement of the Company pursuant to which Shares may be issued, existing from time to time;
- (s) **“Share”** means a common share in the share capital of the Company;
- (t) **“Stock Exchange”** means the TSX Venture Exchange or such other stock exchange or securities quotation system as the Board may designate from time to time and, if the Shares are not at any time listed and posted for trading on the TSX Venture Exchange or such other stock exchange or securities quotation system as the Board may designate from time to time, the stock exchange or securities quotation system on which the highest volume of Shares is then traded; and
- (u) **“Termination”** means the cessation of a Participant’s directorship for any reason, including such Participant’s resignation, failure to be re-elected or death, which is deemed to have occurred as of the date of such cessation.

### **1.3 Interpretation**

In this Plan, words importing the singular meaning shall include the plural and vice versa, and words importing the masculine shall include the feminine gender.

### **1.4 Effective Date of the Plan**

The effective date of the Plan shall be August 21, 2020, subject to ratification by the shareholders of the Company in accordance with the policies of the Stock Exchange and subject to the acceptance of the Stock Exchange. The Board shall review and confirm the terms of the Plan from time to time.

## **ARTICLE 2 ADMINISTRATION**

### **2.1 Administration of the Plan**

The Plan shall be administered by the Board, which shall have full authority to interpret the Plan, to establish, amend and rescind any rules and regulations relating to the Plan and to make such determinations as it deems necessary or desirable for the administration of the Plan. The Board may require that any Participant provide certain representations, warranties and certifications to the Company to satisfy the requirements of Applicable Laws, including without limitation, exemptions from the registration requirements of the United States Securities Act of 1933, as amended, and applicable state securities laws.

All actions taken and decisions made by the Board in this regard shall be final, conclusive and binding on all parties concerned, including, but not limited to, the Company, the Participants and their legal representatives.

## **2.2 Delegation**

The Board may delegate to any Director, committee of the Board, officer or employee of the Company such of the Board's duties and powers relating to the Plan as the Board may see fit.

## **2.3 Determination of Value if Shares Not Publicly Traded**

Should the Shares not be publicly traded on the Stock Exchange at the relevant time, such that the Fair Market Value cannot be determined in accordance with the formulae set out in the definitions of those terms, such values shall be determined by the Board acting in good faith.

## **2.4 No Liability**

Neither any Director, the Corporate Secretary, nor any officer or employee of the Company shall be liable for any act, omission, interpretation, construction or determination made in good faith in connection with this Plan, and the members of the Board, the Corporate Secretary and such officers and employees of the Company shall be entitled to indemnification by the Company in respect of any claim, loss, damage or expense (including legal fees and disbursements) arising therefrom to the fullest extent permitted by law. The costs and expenses of implementing and administering this Plan shall be borne by the Company.

## **2.5 Eligibility and Participation**

- (a) Only Participants shall be eligible to participate in the Plan.
- (b) As a condition of participating in the Plan, each Participant shall be required to provide the Company with all information and undertakings that the Company requires in order to administer the Plan and comply with Applicable Laws, including applicable tax laws.
- (c) Nothing herein contained shall be deemed to give any person the right to be retained as a Director or at any time to continue as a Director or employee nor shall the eligibility of a Director as a Participant entitle such Participant to receive any award under any other compensation or incentive plan of the Company. Except as otherwise provided, nothing contained herein shall in any way entitle a Participant to receive or acquire Shares or to acquire any rights or entitlements as a shareholder of the Company.

## **2.6 Initial Grants**

At the time of their appointment and subject to meeting the conditions of participating in the Plan set out under Section 2.5, each Director shall receive Deferred Share Units corresponding to 100% of the cash value of initial compensation for new Directors then in effect as part of the compensation plan of Directors of the Company.

## **2.7 Currency**

Except where expressly provided otherwise all references in the Plan to currency refer to lawful Canadian currency.

# **ARTICLE 3 ELECTION**

## **3.1 Irrevocable Election**

Each year, a Participant who is a Director may elect to receive up to one hundred per cent (100%) of his or her Fees in the form of Deferred Share Units (in the form of an irrevocable election attached hereto as Appendix "A") with the balance to be paid in cash.



### **3.2 Timing of Election**

In the case of a newly appointed or elected Director, the election, which shall be in respect of Fees earned after such appointment or election date and during the fiscal year of the appointment or election, must be completed, signed and delivered to the Corporate Secretary as soon as possible and, in any event, no later than thirty (30) days after the date of appointment or election. In the case of an existing Participant, the election must be completed, signed and delivered to the Corporate Secretary by the end of the fiscal year preceding the fiscal year during which the Participant will earn the Fees in question and to which such election is to apply.

### **3.3 Determination of Deferred Share Units**

The Company shall grant, in respect of each Participant, that number of Deferred Share Units (including fractional Deferred Share Units) as is determined by dividing the amount of Fees that, but for an election, would have been paid to the Participant, by the Fair Market Value as of the Award Date, with fractions computed to three decimal places and shall credit the Participant's Account with such Deferred Share Units. A Participant shall not be entitled to any other benefit under this Plan.

The determination by the Board of any question which may arise as to a grant hereunder shall be final and binding on Participants and other persons claiming or deriving rights through any of them.

## **ARTICLE 4 CONFIRMATION OF AWARD AND STATEMENTS**

### **4.1 Confirmation of Award**

Certificates representing Deferred Share Units shall not be issued by the Company. Instead, the award of Deferred Share Units to a Participant shall be evidenced by a book entry on the records of the Company and a letter to the Participant from the Company confirming the award.

### **4.2 Reporting of Deferred Share Units**

Statements of Accounts will be provided to the Participants, on an annual basis, by January 31 of each year.

## **ARTICLE 5 VESTING**

### **5.1 Vesting**

Deferred Share Units (and fractional Deferred Share Units) shall vest immediately upon being credited to a Participant's Account.

## **ARTICLE 6 ADJUSTMENTS**

### **6.1 Adjustments**

The number of Deferred Share Units standing to the credit of an Account shall also be appropriately adjusted to reflect the payment of dividends in Shares (other than dividends in the ordinary course), provided that any dividends in Shares credited to an Account in the form of additional Deferred Share Units shall reduce the aggregate maximum number of Shares that may be issued under the Plan as set out in Section 7.7 by the number of Shares subject to such dividend payment), the subdivision, consolidation, reclassification, conversion or exchange of the Shares, or a merger, consolidation, recapitalization, reorganization, spin off or any other change or event which affects the Fair Market Value and which, in the sole discretion of the Board, necessitates action by way of adjustment to the number of Deferred Share

Units. The appropriate adjustment in any particular circumstance shall be conclusively determined by the Board in its sole discretion, subject to acceptance by the Stock Exchange, if applicable.

## **ARTICLE 7 REDEMPTION**

### **7.1 Redemption of Deferred Share Units**

Deferred Share Units (and fractional Deferred Share Units) credited to a Participant's Account shall not be redeemable except upon the Termination of a Participant.

In the event of the Termination of a Participant, no further Deferred Share Units will be credited to such Participant's Account, and any election by such Participant to receive any future Fees in the form of Deferred Share Units shall be revoked.

### **7.2 Redemption on Termination**

In the event of the Termination of a Participant, all Deferred Share Units (and fractional Deferred Share Units) credited to the Participant's Account shall be redeemable and settled:

- (a) as described below, net of any Applicable Withholding Taxes,
- (b) in favor of the Participant (or the Participant's legal representative), and
- (c) no later than 12 months following the date of Termination occurs.

Upon redemption by the Participant (or the Participant's legal representative) pursuant to paragraph 7.3 or by the deadline provided for under paragraph 7.2(c), if not already redeemed by the Participant (or the Participant's legal representative), the Company will issue to the Participant a number of Shares from treasury equal to the number of Deferred Share Units (and fractional Deferred Share Units) credited in the Account, less the number of Shares that results by dividing the aggregate amount of the Applicable Withholding Taxes by the Fair Market Value as of the date of redemption. Instead of issuing Shares from treasury, the Company may elect, in its sole discretion, to pay to the Participant (or the Participant's legal representative) an amount of money determined by multiplying the number of Deferred Share Units (and fractional Deferred Share Units) credited in the Account by the Fair Market Value as of the date of redemption, net of any Applicable Withholding Taxes, by cheque, upon redemption by the Participant pursuant to paragraph 7.3 or by the deadline provided for under paragraph 7.2(c), if not already redeemed by the Participant (or the Participant's legal representative). All Deferred Share Units (and fractional Deferred Share Units) will expire and terminate upon such issuance of Shares or upon such payment, as the case may be.

### **7.3 Notice of Redemption**

Deferred Share Units (and fractional Deferred Share Units) that have become redeemable may be redeemed by written notice, in a form reasonably required by the Board, signed by the Participant (or the Participant's legal representative) and delivered to the Board not later than fifteen (15) Business Days prior to the end of the calendar year following the date of Termination.

### **7.4 Compliance with Applicable Laws**

No Shares shall be delivered under the Plan unless and until the Board has determined that all provisions of Applicable Laws and the requirements of the Stock Exchange have been satisfied. The Board may require, as a condition of the issuance and delivery of Shares pursuant to the terms hereof, that the recipient of such Shares make such covenants, agreements and representations, as the Board in its sole discretion deems necessary or desirable.

### **7.5 No Fractional Shares**

The Company shall not be required to issue, or to purchase and deliver, fractional Shares on account of the redemption of Deferred Share Units. If any fractional interest in a Share would, except for this provision, be issuable or deliverable on the redemption of Deferred Share Units, the Company shall, in lieu of delivering any certificate of such fractional interest, satisfy such fractional interest by paying to the

Participant a cash amount equal to the fraction of the Share corresponding to such fractional interest multiplied by the Fair Market Value of such Share.

#### **7.6 No Interest**

For greater certainty, no interest shall accrue to, or be credited to, a Participant on any amount payable under the Plan.

#### **7.7 Maximum Number of Shares Issuable**

Subject to adjustment in accordance with Section 6.1, the maximum number of Shares which the Company may issue from treasury in connection with the redemption of Deferred Share Units granted under the Plan (including, for greater certainty any dividends credited to an Account of a Participant in the form of additional Deferred Share Units), when combined with the number of Shares that may be reserved for issue under all of the Company's other Security-based Compensation Arrangements other than the Company's stock option plan, may not exceed 32,395,448 Shares (being 10% of the issued and outstanding Shares, calculated on a non-diluted basis, as at August 21, 2020, the date on which the Board approved this Plan), or such greater number as may be approved from time to time by the Company's shareholders in accordance with the requirements of the Stock Exchange. Notwithstanding the foregoing, at no time shall the number of Shares that may be reserved for issue under this Plan when combined with the number of Shares that may be reserved for issue under all of the Company's other Security-based Compensation Arrangements exceed 10% of the total number of issued and outstanding Shares (calculated on a non-diluted basis) at the time of grant.

#### **7.8 Maximum Number of Shares Issuable to Insiders**

During any twelve (12) month period, the number of Shares which may be reserved for issue to (i) Insiders under this Plan and when combined with all other Security-based Compensation Arrangements of the Company shall not exceed, in the aggregate, ten percent (10%) of the issued and outstanding Shares calculated on a non-diluted basis at the time of grant, or such greater number as may be approved from time to time by the Company's shareholders in accordance with the requirements of the Stock Exchange, and (ii) any one person under this Plan when combined with all other Security-based Compensation Arrangement of the Company shall not exceed, in the aggregate, five percent (5%) of the issued and outstanding Shares calculated on a non-diluted basis at the time of grant, or such greater number as may be approved from time to time by the Company's shareholders in accordance with the requirements of the Stock Exchange; and the number of Shares which may be reserved for issue to Insiders, at any time, under this Plan when combined with all other Security-based Compensation Arrangements of the Company shall not exceed ten percent (10%) of the issued and outstanding Shares, in the aggregate, calculated on a non-diluted basis at the time of grant, or such greater number as may be approved from time to time by the Company's shareholders in accordance with the requirements of the Stock Exchange.

### **ARTICLE 8 TAX MATTERS**

#### **8.1 Withholding**

The Company may withhold an amount corresponding to the aggregate of any federal, provincial, local or foreign taxes and other amounts required by law to be withheld (the "**Applicable Withholding Taxes**"), from any amount (including by reducing the number of Shares to be issued) owing to a Participant including any amount owing under this Plan.

#### **8.2 Compliance with Income Tax Act**

Notwithstanding the foregoing and Section 10.1, all actions of the Board and the Corporate Secretary shall be such that this Plan continuously meets the conditions of paragraph 6801(d) of the *Income Tax Regulations* (Canada), or any successor provision, in order to qualify as a "prescribed plan or arrangement" for the purposes of the definition of a "salary deferral arrangement" contained in subsection 248(1) of the *Income Tax Act* (Canada).

## **ARTICLE 9 COMMUNICATION**

### **9.1 Communication to Participant**

Any payment, notice, statement, certificate or other instrument required to be given to a Participant or any person claiming or deriving any rights through him or her shall be given by:

- (a) delivering it personally to the Participant or the person claiming or deriving rights through him or her, as the case may be;
- (b) mailing it, postage prepaid (provided that the postal service is then in operation) or delivering it to the address which is maintained for the Participant in the records of the Company; or
- (c) transmitting it by electronic mail to the e-mail address which is maintained for the Participant in the records of the Company.

### **9.2 Communication to Company**

Any payment, notice, statement, certificate or instrument required or permitted to be given to the Company shall be given by mailing it, postage prepaid (provided that the postal service is then in operation) or delivering it by electronic mail or hand delivery to the Company at the following addresses:

Namaste Technologies Inc.  
365 Bloor Street E  
Suite 2001  
Toronto, Ontario M4W 3L4

Attention: Corporate Secretary  
Email: info@namastetechnologies.com

or to such other person or in such other manner as is notified to a Participant.

### **9.3 Timing of Delivery**

Any payment, notice, statement, certificate or instrument, if delivered, shall be deemed to have been given or delivered on the date on which it was delivered or, if mailed (provided that the postal service is then in operation), shall be deemed to have been given or delivered on the second Business Day following the date on which it was mailed.

## **ARTICLE 10 GENERAL**

### **10.1 Amendment, Suspension, or Termination of Plan**

- (a) The Board may, at any time, suspend or terminate this Plan. The Board may also, at any time, amend or revise the terms of this Plan subject to the receipt of all necessary regulatory and shareholders approvals, provided that no such amendment or revision shall alter the terms of any Deferred Share Unit granted under this Plan prior to such amendment or revision.
- (b) Without limiting the generality of the foregoing, the Board may make the following types of amendments to this Plan without seeking the approval of the shareholders of the Company:
  - (i) amendments to the manner in which Participants may elect to participate in the Plan;
  - (ii) amendments to the provisions of the Plan relating to the redemption of Deferred Share Units and the dates for the redemption of the same, provided that no amendment shall accelerate the redemption of a Participant's Deferred Share Units prior to his or her Termination, subject to obtaining the required regulatory approvals;

- (iii) amendments of a “housekeeping” nature including, without limiting the generality of the foregoing, any amendment for the purpose of curing any ambiguity, error or omission in the Plan or to correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan;
  - (iv) amendments necessary to comply with the provisions of Applicable Laws and the requirements of the Stock Exchange;
  - (v) amendments respecting the administration of the Plan;
  - (vi) amendments to the vesting provisions of the Plan;
  - (vii) amendments necessary to continuously meet the requirements of paragraph 6801(d) of the *Income Tax Regulations* (Canada) and to ensure that the Plan is not a salary deferral arrangement or an employee benefit plan as those terms are defined in subsection 248(1) of the *Income Tax Act* (Canada);
  - (viii) amendments necessary to suspend or terminate the Plan; and
  - (ix) any other amendment, whether fundamental or otherwise, not requiring shareholders’ approval under Applicable Laws.
- (c) Notwithstanding the provisions of Section 10.1(b), the Board may not, without the approval of the shareholders of the Company, make amendments to the Plan for any of the following purposes:
- (i) to amend the definition of “Participant” or the eligibility requirements for participating in the Plan;
  - (ii) to increase the maximum number of Shares that may be issued pursuant to the redemption of Deferred Share Units granted under the Plan as set out in Section 7.7;
  - (iii) to increase the maximum number of Shares issuable pursuant to Section 7.8; and
  - (iv) to amend the provisions of this Section 10.1(c).
- (d) In the event of any conflict between Sections 10.1(b) and 10.1(c), the latter shall prevail.
- (e) If the Board terminates the Plan, no new Deferred Share Units will be credited to the Account of a Participant, but previously credited Deferred Share Units shall be redeemed in accordance with the terms and conditions of the Plan existing at the time of termination. The Plan will finally cease to operate for all purposes when the last remaining Participant receives the redemption price for all Deferred Share Units recorded in the Participant’s Account. Termination of the Plan shall not affect the ability of the Board to exercise the powers granted to it hereunder with respect to Deferred Share Units granted under the Plan prior to the date of such termination.
- (f) All Participants will be sent written notice of any amendment, modification, suspension or termination of the Plan.

## **10.2 Compliance with Laws**

- (a) The administration of the Plan, including the Company’s issuance of any Deferred Share Units or its obligation to make any payments or issuances of securities in respect thereof, including Shares, shall be subject to and made in conformity with all Applicable Laws. Furthermore, any grant of Deferred Share Units or issuance of Shares pursuant to the Plan must be exempt or not subject to prospectus or registration under applicable Canadian and United States securities laws. Any Deferred Share Units or Shares granted or issued to a person in the United States (as such term is defined in Regulation S promulgated under the United States Securities Act of 1933, as amended) will result in any certificate or book entry representing such securities bearing a United States restrictive legend restricting transfer of such securities under United States federal and state securities laws.

- (b) Each Participant shall acknowledge and agree (and shall be conclusively deemed to have so acknowledged and agreed by participating in the Plan) that the Participant shall, at all times, act in strict compliance with the Plan and all Applicable Laws, including, without limitation, those governing “insiders” of “reporting issuers” as those terms are construed for the purposes of applicable securities laws, regulations and rules.
- (c) No election may be made and no issuance of Deferred Share Units will be made pursuant to this Plan and no notice of redemption may be given by a Participant during a Blackout Period or when such Participant is in possession of material, undisclosed and confidential information which would limit or restrict such person’s right to trade in securities of the Company pursuant to the *Securities Act (Ontario)* as amended or in any other similar provisions of any Applicable Laws. The Company may extend or change applicable issuance dates or time periods in its discretion to ensure compliance as it may reasonably determine.
- (d) In the event that the Board recommends and the Board, after consultation with the Company’s Chief Financial Officer and external auditors, determines that it is not feasible or desirable to honour an election in favour of Deferred Share Units or to honour any other provision of the Plan under International Financial Reporting Standards as applied to the Plan and the Accounts established under the Plan for each Participant, the Board shall make such changes to the Plan as the Board reasonably determines, after consultation with the Company’s Chief Financial Officer and external auditors, are required in order to avoid adverse accounting consequences to the Company with respect to the Plan and the Accounts established under the Plan for each Participant, and the Company’s obligations under the Plan shall be satisfied by such other reasonable means as the Board shall in its good faith determine, provided that such changes would not extend the settlement or satisfaction of the obligations of the Company beyond the end of the calendar year following the year in which the Termination occurs and that all such charges shall be made in order to ensure that the Plan remains compliant under all Applicable Laws.

### **10.3 Reorganization of the Company**

The existence of any Deferred Share Units shall not affect in any way the right or power of the Company or its shareholders to make or authorize any adjustment, recapitalization, reorganization or other change in the Company’s capital structure or its business, or any amalgamation, combination, merger or consolidation involving the Company or to create or issue any bonds, debentures, shares or other securities of the Company or the rights and conditions attaching thereto or to effect the dissolution or liquidation of the Company or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar nature or otherwise.

### **10.4 General Restrictions and Assignment**

- (a) The rights of a Participant pursuant to the terms of the Plan are non-assignable or alienable by him or her either by pledge, assignment or in any other manner, and after his or her lifetime shall enure to the benefit of and be binding upon the Participant’s estate.
- (b) The rights and obligations of the Company under the Plan may be assigned by the Company to a successor in the business of the Company.

### **10.5 No Right to Service**

Neither participation in the Plan nor any action taken under the Plan shall give or be deemed to give any Participant a right to continued appointment as a Director, and shall not interfere with any right of the shareholders of the Company to remove any Participant as a Director.

### **10.6 Clawback**

All Deferred Share Units granted under this Plan shall be and remain subject to any incentive compensation clawback or recoupment policy currently in effect or as may be adopted by the Board (or a committee of the Board) and, in each case, as may be amended from time to time.

### **10.7 No Shareholder Rights**

Deferred Share Units are not Shares and under no circumstances shall Deferred Share Units be considered Shares. Deferred Share Units shall not entitle any Participant any rights attaching to the ownership of Shares, including, without limitation, voting rights, or rights on liquidation, nor shall any Participant be considered the owner of the Shares by virtue of the award of Deferred Share Units.

### **10.8 Unfunded and Unsecured Plan**

The Company shall not be required to fund, or otherwise segregate assets to be used for required payments under the Plan. Unless otherwise determined by the Board, the Plan shall be unfunded and the Company will not secure its obligations under the Plan. To the extent any Participant or his or her estate holds any rights by virtue of a grant of Deferred Share Units under the Plan, such rights (unless otherwise determined by the Board) shall have no greater priority than the rights of an unsecured creditor of the Company.

### **10.9 No Other Benefit**

No amount will be paid to, or in respect of, a Participant under the Plan or pursuant to any arrangement and no additional Deferred Share Units will be granted to such Participant as compensation for a downward fluctuation in the Fair Market Value of the Shares nor will any other form of benefit be conferred upon, or in respect, of a Participant for such purpose.

### **10.10 Governing Laws**

The Plan shall be governed by, and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to principles of conflict of laws.

### **10.11 Unenforceability**

If any provision of this Plan is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part, if any, of such provision and all other provisions hereof shall continue in full force and effect.

APPENDIX "A"

NAMASTE TECHNOLOGIES INC.

DEFERRED SHARE UNIT PLAN

THIS IRREVOCABLE ELECTION FORM MUST BE RETURNED TO NAMASTE TECHNOLOGIES INC. (THE "COMPANY") BY EMAIL AT INFO@NAMASTETECHNOLOGIES.COM BY 5:00 P.M. (EASTERN TIME) BEFORE NOVEMBER 30, \_\_\_\_\_. [FOR NEW PARTICIPANTS: WITHIN 30 DAYS OF ELIGIBILITY TO PARTICIPATE] [SUBJECT TO ADDITIONAL RULES FOR U.S. TAXPAYERS.]

IRREVOCABLE ELECTION FORM

1. GENERAL

- (a) I have received and reviewed a copy of the Company's Deferred Share Unit Plan (the "Plan") and agree to be bound by it.
- (b) The value of a Deferred Share Unit is based on the trading price of a Share and is thus not guaranteed. The eventual value of a Deferred Share Unit on the applicable redemption date may be higher or lower than the value of the Deferred Share Unit at the time it was allocated to my Account under the Plan.
- (c) I will be liable for income tax when Deferred Share Units are redeemed in accordance with the Plan. Any cash payments made pursuant to the Plan shall be net of Applicable Withholding Taxes (and the number of Shares to which I could be entitled could be reduced to take into account the amount of Applicable Withholding Taxes). I understand that the Company is making no representation to me regarding taxes applicable to me under this Plan and I will confirm the tax treatment with my own tax advisor.
- (d) No funds will be set aside to guarantee the redemption of Deferred Share Units or the payment of any other sums due to me under the Plan. Future payments pursuant to the Plan are an unfunded liability recorded on the books of the Company. Any rights under the Plan by virtue of a grant of Deferred Share Units shall have no greater priority than the rights of an unsecured creditor.
- (e) I acknowledge and agree (and shall be conclusively deemed to have so acknowledged and agreed by participating in the Plan) that I shall, at all times, act in strict compliance with the Plan and all Applicable Laws, including, without limitation, those governing "insiders" of "reporting issuers" as those terms are construed for the purposes of applicable securities laws, regulations and rules.
- (f) I agree to provide the Company with all information and undertakings that the Company requires in order to administer the Plan and comply with Applicable Laws.
- (g) I understand that:
  - (i) All capitalized terms shall have the meanings attributed to them under the Plan;
  - (ii) The redemption of Deferred Share Units must comply with applicable securities laws, including United States federal and state securities laws; and
  - (iii) All cash payments, if any, will be net of any Applicable Withholding Taxes.
- (h) I, as a Director, irrevocably elect to receive \_\_\_\_% of my base retainer and \_\_\_\_% of any other directorship fees in Deferred Share Units for the 20\_\_ calendar year.

Dated this \_\_\_\_\_

Participant Signature: \_\_\_\_\_

Participant Name: \_\_\_\_\_



**APPENDIX “B”**  
**NAMASTE TECHNOLOGIES INC.**  
**DEFERRED SHARE UNIT PLAN**

**Plan Provisions Applicable to U.S. Taxpayers**

This Appendix “B” is an integral part of the Plan. The provisions of this Appendix “B” apply to U.S. Taxpayers notwithstanding anything to the contrary in the Plan or in any election form or award letter. Except as specifically defined in this Appendix “B”, all capitalized terms used in this Appendix “B” have the meaning attributed to them in the Plan.

1. A U.S. Taxpayer is a Participant who (i) is subject to income taxation in the United States on the income received by his or her services as a Director or and who is not otherwise exempt from U.S. income taxation under the relevant provisions of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”) or other Applicable Laws and (ii) who is not subject to income taxation in Canada under the *Income Tax Act* (Canada) and any similar law of a province.
2. It is intended that the provisions of the Plan, any election form, or any award letter (collectively referred to as the Plan for this Appendix “B” and any Deferred Share Units comply with Section 409A of the Code and the U.S. Treasury Regulations and other U.S Internal Revenue Service guidance promulgated thereunder as in effect from time to time (“**Section 409A**”). In the event of any ambiguity in the language of the Plan or in the operation of the Plan, the Plan shall be construed, interpreted and operated in a manner that will result in compliance with the requirements of Section 409A, to the maximum extent permitted under Applicable Laws.
3. All elections under Article 3 of the Plan shall be made at a time and in a form that complies with Section 409A.
4. Notwithstanding Article 7 of the Plan, a U.S. Taxpayer shall not select a date of redemption for payment of his or her Deferred Share Units. Instead, the payment date for any Deferred Share Units payable to a U.S. Taxpayer shall be the date that is thirty (30) days after such U.S. Taxpayer’s date of Termination, unless either (a) the U.S. Taxpayer is a Specified Employee on his or her date of Termination or (b) the U.S. Taxpayer’s Termination was due to his or her death. If the U.S. Taxpayer is a Specified Employee on his or her date of Termination and such U.S. Taxpayer’s Termination did not arise by reason of his or her death, the payment date in respect of such Deferred Share Units shall be the date that is six (6) months and one day after the U.S. Taxpayer’s Termination, or if earlier, within ninety (90) days after the U.S. Taxpayer’s death. If the Termination occurs due to the U.S. Taxpayer’s death, then payment of such Deferred Share Units shall be made within ninety (90) days of the U.S. Taxpayer’s date of death. On the date of payment, the amount of money or Shares to be paid or delivered to the U.S. Taxpayer shall be determined by Article 7 of the Plan, subject to applicable tax withholdings.
5. For purposes of this Appendix “B”, the defined term “Termination” for a U.S. Taxpayer shall mean when such U.S. Taxpayer incurs a “separation from service” under U.S. Treasury Regulation § 1.409A-1(h) from the Company or a Related Entity (which, for purposes of determining a Termination, shall mean a “service recipient” as defined under U.S. Treasury Regulation § 1.409A-1(h)(3)).
6. The provisions of Article 7 and Article 10 shall be subject to the limitations and requirements set forth in Section 409A as to the time and form of payment of any Deferred Share Units.
7. Notwithstanding any other provision of this Appendix “B” or of the Plan to the contrary, neither the time nor the schedule of any payment under this Appendix “B” may be accelerated except as provided in Treas. Reg. § 1.409A-3(j)(4). In addition, under no circumstances may the time or schedule of any payment described in this Appendix “B” be subject to a further deferral except as otherwise permitted herein or required or permitted pursuant to regulations and other guidance issued pursuant to Section 409A. The U.S. Taxpayer does not have any right to make any election regarding the time or form of any payment due under this Appendix “B”.

8. If the Company fails to make any distribution, either intentionally or unintentionally, at the time specified in this Appendix "B", but the payment is made later, but within the same calendar year, such distribution will be treated as made at the time specified in this Appendix "B" pursuant to Treas. Reg. § 1.409A-3(d). Additionally, the distribution will be treated as made at the time specified in this Appendix "B" in the other limited circumstances described in Treas. Reg. § 1.409A-3(d). In addition, if a distribution is not made due to a dispute with respect to such distribution, the distribution may be delayed in accordance with Treas. Reg. § 1.409A-3(g).
9. If any provision of the Plan or in the operation of the Plan contravenes any regulations or Treasury guidance promulgated under Section 409A of the Code or would cause the Deferred Share Units to be subject to the interest and penalties under Section 409A of the Code such provision of the Plan may, to the extent that it applies to U.S. Taxpayers, be modified, without the consent of any U.S. Taxpayer, to maintain, to the maximum extent practicable, the original intent of the applicable provision without violating the provisions of Section 409A of the Code. Notwithstanding the foregoing, neither the Company, nor any parent or subsidiary of the Company, nor any of their shareholders, directors, officers, employees, agents or representatives shall be liable to any U.S. Taxpayer or his or her heirs, beneficiaries or estate in the event any amounts accrued, due or payable under the Plan become subject to early income inclusion, additional taxes, penalties or interest as a result of the application of Section 409A.
10. All provisions of the Plan shall continue to apply to a U.S. Taxpayer, except to the extent that they have not been specifically modified by this Appendix "B".

**SCHEDULE “C”**  
**NAMASTE TECHNOLOGIES INC.**  
**RESTRICTED SHARE UNIT AWARD PLAN**

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

**1.1 Purpose of this Plan**

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

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

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

**ARTICLE 2**  
**DEFINITIONS**

**2.1 Definitions**

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

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

- (i) any merger or amalgamation in which voting securities of the Company possessing more than fifty percent (50%) of the total combined voting power of the Company's outstanding securities are transferred to a person or persons different from the persons holding those securities immediately prior to such transaction;
- (ii) any acquisition, directly or indirectly, by a person or Related Group of Persons (other than a person that is a registered dealer as described in Section 2.1(t)(iii) and other than the Company or a person that directly or indirectly controls, is controlled by, or is under common control with, the Company) of beneficial ownership of voting securities of the Company possessing more than fifty percent (50%) of the total combined voting power of the Company's outstanding securities;
- (iii) any acquisition, directly or indirectly, by a person or Related Group of Persons of the right to appoint a majority of the directors of the Company or otherwise directly or indirectly control the management, affairs and business of the Company;
- (iv) any sale, transfer or other disposition of all or substantially all of the assets of the Company;
- (v) a complete liquidation or dissolution of the Company; or
- (vi) any transaction or series of transactions involving the Company or any of its Affiliates that the Board in its discretion deems to be a Change in Control;

provided however, that a Change in Control shall not be deemed to have occurred if such Change in Control results from:

- (i) the issuance, in connection with a bona fide financing or series of financings by the Company or any of its Affiliates, of voting securities of the Company or any of its Affiliates or any rights to acquire voting securities of the Company or any of its Affiliates which are convertible into voting securities;
  - (ii) a transaction or series of transactions involving the Company or any of its Affiliates whereby the holders of the voting securities of the Company continue to hold voting securities in the capital of the surviving or successor entity in substantially the same proportion as such holders held voting securities in the Company immediately prior to the commencement of such transaction or series of transactions; or
  - (iii) a reverse take-over of the Company, so long as more than one-half of the members of the Board immediately prior to the reverse take-over constitute more than one-half of the members of the board of directors of the other company involved in the reverse take-over of the Company following the reverse take-over.
- (h) **"Company"** means Namaste Technologies Inc. and any successor company and any reference herein to action by the Company means action by or under the authority of its Board or a duly empowered committee appointed by the Board;
  - (i) **"Compensation Committee"** means the Compensation Committee of the Board or such other committee of the Board to which the Board has delegated responsibility for administration of the Plan or, if the Board has not made such delegation, "Compensation Committee" shall mean the Board;
  - (j) **"Consultant"** means a person or company, other than an employee, executive officer or director of the Company, that: (i) is engaged to provide services to the Company, other than services provided in relation to a distribution of securities; (ii) provides the services under a written agreement with the Company; and (iii) spends or will spend a significant amount of time and attention on the affairs and business of the Company, and includes, for an individual consultant, a Company of which the individual consultant is an employee or shareholder, and a partnership of which the individual consultant is an employee or partner;

- (k) **"Eligible Person"** means any director, officer, Consultant or employee of the Company or its Affiliates, other than any person that performs Investor Relations Activities for the Company;
- (l) **"Exchange"** means the TSX Venture Exchange and such other stock exchanges or other organized markets on which the Shares are listed or posted for trading;
- (m) **"Insider"** in relation to the Company means:
  - (i) a director or senior officer of the Company;
  - (ii) a director or senior officer of a company that is an Insider or subsidiary of the Company; or
  - (iii) a person that beneficially owns or controls, directly or indirectly, Shares carrying more than 10% of the voting rights attached to all Outstanding Shares.
- (n) **"Investor Relations Activities"** has the meaning ascribed thereto in Exchange policies;
- (o) **"Merger and Acquisition Transaction"** means:
  - (i) any merger;
  - (ii) any acquisition;
  - (iii) any amalgamation;
  - (iv) any offer for Shares which if successful would entitle the offeror to acquire all of the voting securities of the Company; or
  - (v) any arrangement or other scheme of reorganization; that results in a Change in Control;
- (p) **"Outstanding Shares"** at the relevant time, means the total number of Shares that are issued and outstanding immediately prior to the issue of the Shares in question, on a non-diluted basis, or such other number as may be determined under the applicable rules and regulations of all regulatory authorities to which the Company is subject, including the Exchange;
- (q) **"Participant"** means an Eligible Person designated to be granted a Restricted Award under this Plan;
- (r) **"Permitted Assign"** in respect of a Participant means:
  - (i) an executor or administrator for the estate of the Participant upon the death of the Participant, or
  - (ii) a committee or duly appointed attorney of the Participant, upon the Participant becoming incapable, by reason of physical or mental infirmity, of managing his or her affairs.
- (s) **"Plan"** means this Plan, as the same may from time to time be supplemented or amended and in effect;
- (t) **"Related Group of Persons"** in respect of a person means:
  - (i) the person together with any one or more of the person's Associates or Affiliates; and
  - (ii) any two or more persons who have an agreement, commitment or understanding, whether formal or informal, with respect to:
    - (A) the acquisition of or the intention to acquire, directly or indirectly, beneficial ownership of, or control and direction over, voting securities of the Company; or

- (B) the exercise of voting rights attached to the securities of the Company beneficially owned by such persons, or over which such persons have control and direction, on matters regarding the appointment of directors or control of the management, affairs and business of the Company;
- (iii) despite the above Section 2.1(t)(ii)(A), a registered dealer acting solely in an agency capacity for a person or Related Group of Persons in connection with the acquisition of beneficial ownership of, or control and direction over, securities of the Company, and not executing principal transactions for its own account or performing services beyond customary dealer's functions, shall not be deemed solely by reason of such agency relationship to be a related person for the purposes of the definition of Related Group of Persons; and
- (u) **"Restricted Award"** means restricted share unit award granted pursuant to Section 8.1, for which the form of Award Agreement is attached hereto as Schedule "A";
- (v) **"Securities Act"** means the *Securities Act* (Ontario), as amended from time to time;
- (w) **"Security-based Compensation Arrangements"** means this Plan, the Company's Stock Option Plan, the Company's Deferred Share Unit Plan and any other security-based compensation arrangement of the Company pursuant to which Shares may be issued, existing from time to time.
- (x) **"Service Year"** means (i) where a Restricted Award is granted within the first half of a calendar year, the Service Year in respect of such Restricted award shall be the immediately preceding year; and (ii) where a Restricted Award is granted within the second half of a calendar year, the Service Year in respect of such Restricted award shall be the year of grant.
- (y) **"Shares"** means the common shares in the capital of the Company;
- (z) **"Shareholder"** means a holder of Shares; and
- (aa) **"Termination"** means the cessation of a Participant's provision of services for any reason, including such Participant's resignation, failure to be re-elected or death, which is deemed to have occurred as of the date of such cessation.

### ARTICLE 3 EFFECTIVE DATE OF PLAN

- 3.1 This Plan became effective on August 21, 2020 (the "Effective Date"), subject to ratification by the shareholders of the Company in accordance with the policies of the Exchange and subject to acceptance of the Exchange.

### ARTICLE 4 ADMINISTRATION OF PLAN

- 4.1 The Board may at any time appoint a committee of the Board (the "Compensation Committee") to, among other things, interpret, administer and implement this Plan on behalf of the Board in accordance with such terms and conditions as the Board may prescribe, consistent with this Plan (provided that if at any such time such a committee has not been appointed by the Board, this Plan will be administered by the Board, and in such event references herein to the Compensation Committee shall be construed to be a reference to the Board). The Board will take such steps that in its opinion are required to ensure that the Compensation Committee has the necessary authority to fulfil its functions under this Plan.
- 4.2 The Compensation Committee is authorized, subject to the provisions of the Plan, to establish such rules and regulations as it deems necessary for the proper administration of the Plan, and to make determinations and take such other action in connection with or in relation to the Plan as it deems

necessary or advisable. Each determination or action made or taken pursuant to the Plan, including interpretation of the Plan, shall be final and conclusive for all purposes and binding on all parties, absent manifest error.

- 4.3 The Company will be responsible for all costs relating to the administration of the Plan.
- 4.4 Unless otherwise determined by the Board, the Plan shall remain an unfunded obligation of the Company and the rights of Participants under the Plan shall be general unsecured obligations of the Company.
- 4.5 The Company is authorized to take such steps as may be necessary to ensure all Applicable Withholding Taxes are withheld, deducted and remitted as required by law.

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

- 5.1 Subject to adjustment as provided in Article 16 of this Plan, the maximum number of Shares that may be issuable at any time, pursuant to this Plan, when combined with the number of Shares that may be reserved for issue under all of the Company's other Security-based Compensation Arrangements other than the Company's stock option plan, may not exceed 32,395,448 Shares (being 10% of the issued and outstanding Shares, calculated on a non-diluted basis, as at August 21, 2020, the date on which the Board approved this Plan), or such greater number as may be approved from time to time by the Company's shareholders in accordance with the requirements of the Exchange. Notwithstanding the foregoing, at no time shall the number of Shares that may be reserved for issue under this Plan when combined with the number of Shares that may be reserved for issue under all of the Company's other Security-based Compensation Arrangements, exceed 10% of the total number of issued and outstanding Shares (calculated on a non-diluted basis) at the time of grant.
- 5.2 For purposes of Section 5.1 and subject to Section 5.3, the number of Shares covered by a Restricted Award or to which a Restricted Award relates shall be counted on the date of grant of such Restricted Award against the aggregate number of Shares available for granting Restricted Awards under this Plan.
- 5.3 If an outstanding Restricted Award for any reason expires or is terminated or cancelled without having been settled in full, the Shares will only be available again for issuance under this Plan upon approval of the Exchange.
- 5.4 The Board will reserve for issuance from time to time out of the authorized but unissued Shares sufficient Shares to provide for issuance of all Shares which are issuable under all Restricted Awards.
- 5.5 Fractional Restricted Awards are not permitted under this Plan and any adjustment to the number of awards will be rounded down to the nearest whole number.

## **ARTICLE 6 GRANT OF AWARDS**

- 6.1 Subject to the provisions of this Plan, the Compensation Committee may from time to time grant to any Eligible Person one or more Restricted Awards as the Compensation Committee deems appropriate.
- 6.2 The date on which a Restricted Award will be deemed to have been granted under this Plan will be the date on which the Compensation Committee authorizes the grant of such Restricted Award or such other future date as may be specified by the Compensation Committee at the time of such authorization (including, but not limited to, the date the Award Agreement is entered into pursuant to Section 6.4).

- 6.3 The number of Shares that may be issued under any Restricted Award will be determined by the Compensation Committee, provided that:
- (a) the number of Shares reserved for issuance to any one Participant pursuant to this Plan, or when combined with all of the Company's other Security-based Compensation Arrangements, within any one year period shall not, in aggregate, exceed 5% of the total number of Outstanding Shares, or in the case of Consultants, 2% of the Outstanding Shares to each Consultant in any one year period, unless disinterested Shareholder approval is obtained for such issuances;
  - (b) the maximum number of Shares which may be reserved for issuance to a Related Group of Persons pursuant to this Plan, or when combined with all of the Company's Security-based Compensation Arrangements, may not exceed 10% of the Outstanding Shares; and
  - (c) the number of Shares:
    - (i) issuable, at any time, to Participants that are Insiders; and
    - (ii) issued to Participants that are Insiders within any one-year period;pursuant to this Plan, or when combined with all of the Company's other Security-based Compensation Arrangements shall not exceed 10% of the Outstanding Shares unless disinterested Shareholder approval is obtained for such issuances.
- 6.4 Each Restricted Award will be evidenced by an Award Agreement which incorporates such terms and conditions (including all vesting conditions including both time-vesting and performance-vesting conditions, if any) as the Compensation Committee in its discretion deems appropriate and consistent with the provisions of this Plan (and the execution and delivery by the Company of an Award Agreement with a Participant shall be conclusive evidence that such Award Agreement incorporates terms and conditions determined by the Compensation Committee and is consistent with the provisions of this Plan). Each Award Agreement will be executed by the Participant to whom the Restricted Award is granted and on behalf of the Company by any member of the Compensation Committee or any officer of the Company or such other person as the Compensation Committee may designate for such purpose.
- 6.5 Subject to the discretion of the Compensation Committee, Restricted Awards granted pursuant to this Plan that vest by the passage of time alone, shall vest in three equal tranches (to the extent possible when taking into account rounding), with the first tranche vesting on the first anniversary of the grant, the second tranche vesting on the second anniversary of the grant, and the third tranche vesting on the third anniversary of the grant. The Restricted Awards may also vest based on performance vesting conditions or time and performance vesting conditions as specified in the Award Agreement evidencing the grant of Restricted Awards. Upon settlement, the corresponding Shares shall be issued, and settlement shall occur no later than the earlier of (i) one year from Termination; and (ii) December 15 of the third calendar year following the end of the Service Year in respect of each such Restricted Award.

## **ARTICLE 7 ELIGIBILITY**

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



**ARTICLE 8  
RESTRICTED AWARD GRANTS**

- 8.1 The Compensation Committee is hereby authorized to grant Restricted Awards to an Eligible Person subject to the terms of this Plan. Each vested, Restricted Award granted under this Plan shall be denominated or payable in Shares and shall confer on the holder thereof the right to receive one Share from treasury (subject to adjustment in accordance with this Plan), immediately upon the completion of certain conditions during such periods as the Compensation Committee shall establish. Subject to the terms of this Plan, the conditions to be completed during any period, the length of any period, the amount of any Restricted Award granted, the number of treasury Shares receivable pursuant to any Restricted Award and any other terms and conditions of the Restricted Award shall be determined by the Compensation Committee at the time of grant. A Restricted Award will be subject to an Award Agreement containing such terms and conditions, not inconsistent with the provisions of this Plan, as the Compensation Committee shall determine.
- 8.2 Except as otherwise determined by the Compensation Committee or as set forth in the applicable Award Agreement, upon the termination of a Participant's employment (as determined under criteria established by the Compensation Committee), including by way of death, retirement, disability, termination without cause and termination for cause during the term of a Restricted Award, all unvested Restricted Awards held by the Participant shall be forfeited and cancelled; provided, however, that the Compensation Committee may, if it determines that a waiver would be in the best interest of the Company, waive in whole or in part any or all remaining restrictions or conditions with respect to any such Restricted Award, and all vested Restricted Awards shall be settled in accordance with Section 6.5.

**ARTICLE 9  
GENERAL TERMS OF RESTRICTED AWARDS**

- 9.1 Restricted Awards may be granted for no cash consideration.
- 9.2 Restricted Awards may, in the discretion of the Compensation Committee, be granted either alone or in addition to or in tandem with any award granted under any plan of the Company or any Affiliate. Restricted Awards granted in addition to or in tandem with awards granted under any such other plan of the Company or any Affiliate may be granted either at the same time as or at a different time from the grant of such other awards.
- 9.3 All Shares delivered pursuant to a Restricted Award shall be subject to such stop transfer orders and other restrictions as the Compensation Committee may deem advisable, applicable Canadian provincial or foreign securities laws and regulatory requirements, applicable Exchange policies and rules, and applicable Canadian corporate laws, and the Compensation Committee may direct appropriate stop transfer orders and cause other legends to be placed on the certificates for such Shares to reflect such restrictions.

**ARTICLE 10  
CHANGE IN STATUS**

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

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

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

**ARTICLE 12  
REPRESENTATIONS AND COVENANTS OF PARTICIPANTS**

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

**ARTICLE 13  
WITHHOLDING TAX**

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

**ARTICLE 14  
CONDITIONS**

- 14.1 Notwithstanding any provision in this Plan, other than pursuant to an Award Agreement, the Company's obligation to issue Shares to a Participant pursuant to the terms of any Restricted Award will be subject to, if applicable:
- (a) completion of such registration or other qualification of such Shares or obtaining approval of such governmental authority as the Company will determine to be necessary or advisable in connection with the authorization, issuance or sale thereof; and
  - (b) the receipt from the Participant of such representations, agreements and undertakings, including as to future dealings in such Shares, as the Company or its counsel determines to be necessary or advisable in order to safeguard against the violation of the securities laws of any jurisdiction.

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

- 15.1 The Compensation Committee will have the right at any time and from time to time to suspend or terminate this Plan (including, without limitation, in the event that the termination of this Plan is required by the Exchange) and, subject to Section 15.2, may:
- (a) with the prior approval of Shareholders of the Company by ordinary resolution make any amendment to any Restricted Award Agreement or this Plan, including any amendment that would:
    - (i) increase the number of Shares, or rolling maximum, reserved for issuance under this Plan as set out in Section 5.1;
    - (ii) extend the term of a Restricted Award beyond its original expiry time;
    - (iii) result in any modification to this Section 15.1; or
  - (b) without the prior approval of Shareholders of the Company and without limiting the generality of the foregoing, the Compensation Committee may make any other amendments not listed in (a) above to any Award Agreement or this Plan, as follows:
    - (i) amendments of a clerical nature, including but not limited to the correction of grammatical or typographical errors or clarification of terms;
    - (ii) amendments to reflect any requirements of any regulatory authorities to which the Company is subject, including the Exchange;
    - (iii) amendments to any vesting provisions of a Restricted Award, provided that such amendments shall not extend vesting beyond December 15 of the third calendar year following the end of the Service Year in respect of such Restricted Award; and
    - (iv) amendments to the expiration date of a Restricted Award that does not extend the term of a Restricted Award past the original date of expiration for such Restricted Award.

Notwithstanding the foregoing, all procedures and necessary approvals required under the applicable rules and regulations of all regulatory authorities to which the Company is subject shall be complied with and obtained in connection with any such suspension, termination or amendment to this Plan or amendments to any Award Agreement, including, but not limited to, the receipt of necessary approvals from shareholders and the Exchange in connection with any renewals and amendments to this Plan.

- 15.2 In exercising its rights pursuant to Section 15.1, the Compensation Committee will not have the right to affect in a manner that is materially adverse to, or that materially impairs, the benefits and rights of any Participant under any Restricted Award previously granted under this Plan except: (a) with the consent of such Participant; (b) as permitted pursuant to Article 16; or (c) for the purpose of complying with the requirements of any regulatory authorities to which the Company is subject, including the Exchange.
- 15.3 The full powers of the Compensation Committee as provided for in this Plan will survive the termination of this Plan until all Restricted Awards have been vested in full (including the issuance of any underlying Shares) or have otherwise expired.

**ARTICLE 16**  
**ADJUSTMENTS**

- 16.1 In the event of any Share distribution, Share split, combination or exchange of Shares, merger, consolidation, spin-off or other distribution of the Company's assets to the Shareholders, or any other change affecting the Shares, the Restricted Awards of each Participant and the Restricted Awards outstanding under the Plan shall be adjusted in such manner, if any, as the Compensation

Committee may in its discretion deem appropriate to reflect the event. However, no amount will be paid to, or in respect of, a Participant under the Plan or pursuant to any other arrangement, and no additional Restricted Awards will be granted to such Participant to compensate for a downward fluctuation in the market price of the Shares, nor will any other form of benefit be conferred upon, or in respect of a Participant for such purpose.

- 16.2 In the event of a Merger and Acquisition Transaction or proposed Merger and Acquisition Transaction, the Compensation Committee shall determine in an appropriate and equitable manner:
- (a) any adjustment to the number and type of Shares (or other securities) that thereafter shall be made the subject of Restricted Awards; and
  - (b) the number and type of Shares (or other securities) subject to outstanding Restricted Awards; and
  - (c) determine the manner in which all unvested Restricted Awards granted under this Plan will be treated including, without limitation, requiring the acceleration of the time for the vesting of such Restricted Awards by the Participants, the time for the fulfilment of any conditions or restrictions on such vesting, and the time for the expiry of such Restricted Awards.

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

- 16.3 Notwithstanding anything else in this Plan, any unvested Restricted Awards issued to a Participant at the time of a Merger and Acquisition Transaction shall immediately vest if either (i) the Participant is either terminated without cause or resigns with good reason (as such term has been defined under common law, including any reason that would be considered to amount to constructive dismissal by a court of competent jurisdiction) from their position with the Company within the period ending 12 months from the date of the completion of the Merger and Acquisition Transaction, or (ii) the Compensation Committee, acting reasonably, determines that an adjustment to the number and type of Shares (or other securities) resulting from a Merger and Acquisition Transaction is impractical or impossible. In the event this Section 16.3 is applicable, the Compensation Committee shall, acting reasonably, determine the extent to which the Participant met the conditions for vesting of Restricted Awards.
- 16.4 The grant of any Restricted Awards under this Plan will in no way affect the Company's right to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, amalgamate, reorganize, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets or engage in any like transaction.

## **ARTICLE 17 GENERAL**

- 17.1 Nothing herein or otherwise shall be construed so as to confer on any Participant any rights as a Shareholder of the Company with respect to any Shares reserved for the purpose of any Restricted Award.
- 17.2 Except as required by law, the rights of a Participant hereunder are not capable of being assigned, transferred, alienated, sold, encumbered, pledged, mortgaged or charged and are not capable of being subject to attachment or legal process for the payment of any debts or obligations of the Participant. The rights and obligations hereunder may be assigned by the Company to a successor in the business of the Company.
- 17.3 Nothing in this Plan or any Award Agreement will confer upon any Participant any right to continue in the employ of or under contract with the Company or its Affiliates or affect in any way the right of the Company or any such Affiliate to terminate his or her employment at any time or terminate his

or her consulting contract, nor will anything in this Plan or any Award Agreement be deemed or construed to constitute an agreement, or an expression of intent, on the part of the Company or any such Affiliate to extend the employment of any Participant beyond the time that he or she would normally be retired pursuant to the provisions of any present or future retirement plan of the Company or its Affiliates or any present or future retirement policy of the Company or its Affiliates, or beyond the time at which he or she would otherwise be retired pursuant to the provisions of any contract of employment with the Company or its Affiliates. Neither any period of notice nor any payment in lieu thereof upon termination of employment shall be considered as extending the period of employment for the purposes of this Plan.

- 17.4 Nothing contained in this Plan will restrict or limit or be deemed to restrict or limit the right or power of the Board in connection with any allotment and issuance of Shares which are not allotted and issued under this Plan including, without limitation, with respect to other compensation arrangements.
- 17.5 All Restricted Awards granted under this Plan shall be and remain subject to any incentive compensation clawback or recoupment policy currently in effect or as may be adopted by the Board (or a committee of the Board) and, in each case, as may be amended from time to time.
- 17.6 Restricted Awards shall not be granted to a Participant nor settled during a Blackout Period or when such Participant is in possession of material, undisclosed and confidential information which would limit or restrict such person's right to trade in securities of the Company pursuant to the *Securities Act* (Ontario) as amended or in any other similar provisions of any Applicable Laws. The Compensation Committee may extend or change applicable issuance dates or time periods in its discretion to ensure compliance with applicable securities laws as it may reasonably determine.
- 17.7 The Plan and any Award Agreement granted hereunder will be governed, construed and administered in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 17.8 References herein to any gender include all genders and to the plural includes the singular and vice versa. The division of this Plan into Sections and Articles and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Plan.

**SCHEDULE "A"**  
**FORM OF AWARD AGREEMENT**  
**NAMASTE TECHNOLOGIES INC.**

(the "Company")

**RESTRICTED SHARE UNIT AWARD PLAN**  
**AWARD AGREEMENT**

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

This Agreement confirms that:

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

<u>Vesting Date</u>	<u>Percentage Vested</u>
<b>[Timing of vesting to be inserted hereat time of grant.]</b>	
5. The Company shall issue to the Participant all Shares receivable by the Participant pursuant to this Agreement from treasury;
6. by execution of this Agreement and acceptance of the Restricted Awards hereby granted, the Participant hereby represents and warrants to the Company that the Participant:
  - (a) is director, officer, Consultant or employee of the Company or its Affiliates or a person otherwise determined as an Eligible Person under this Plan by the Compensation Committee;
  - (b) has not been induced to enter into such Agreement by the expectation of employment or continued employment with the Company or its Affiliates;
  - (c) is aware that the grant of the Restricted Award and the issuance by the Company of Shares thereunder are exempt from the obligation under applicable securities laws to file a prospectus or other registration document qualifying the distribution of the Restricted Awards of the Shares to be distributed thereunder under any applicable securities laws;
7. without restricting the generality of Section 4.5 of the Plan, the Company is expressly authorized to withhold and remit all Applicable Withholding Taxes arising as a consequence of the issuance, transfer, amendment or vesting of a Restricted Award granted pursuant to this Agreement or the issuance of Shares thereunder, (the "**Applicable Withholding Taxes Amount**"), in any of the following ways or any combination thereof:
  - (a) by requiring the Participant, as a precondition to the Company's obligation to issue Shares from treasury, to pay to the Company in cash the Applicable Withholding Taxes Amount, to be remitted to the appropriate government authorities for the Participant's account;
  - (b) by reducing the number of Shares issuable to a Participant to satisfy part or all of the Applicable Withholding Taxes Amount;

- (c) by offset against any salary or other amounts otherwise due or to become due from the Company to the Participant and remitting such amounts to the appropriate government authorities for the Participant's account; and
- (d) by selling, as the Participant's agent, sufficient of the Shares issued to the Participant in payment and settlement of the Restricted Awards to raise, net of commissions and other related expenses, cash in an amount not less than the Applicable Withholding Taxes Amount and remitting the Applicable Withholding Taxes Amount to the appropriate government authorities for the Participant's account, and the Participant hereby irrevocably appoints the Company as the Participant's agent to effect such sale or sales and receive the proceeds therefrom;

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

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**NAMASTE TECHNOLOGIES INC.**

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

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

**SCHEDULE "D"**

**NAMASTE TECHNOLOGIES INC.**

Charter of the Audit and Finance Committee

*(See attached)*





# NAMASTE TECHNOLOGIES

## The Audit and Finance Committee Charter

Namaste Technologies, Inc.  
Effective as of and from April 28, 2020

### I. PURPOSE

1. The Audit and Finance Committee (the “Committee”) is a standing committee of the Board of Directors (the “Board”) of Namaste Technologies Inc. (“Namaste” or the “Company”). Its purpose is to assist the Board in fulfilling its oversight responsibilities with respect to the integrity of Namaste’s financial statements, compliance with applicable legal and regulatory requirements, review of financial performance, assessment of the control systems and the recommendation and performance of Namaste’s independent auditors (the “Auditors”).
2. The Committee shall also perform any other activities consistent with the Audit and Finance Committee Charter (this “Charter”), Namaste’s governing documents and applicable laws as the Committee or Board deems necessary or appropriate.
3. The Committee’s role is one of oversight. It is not the responsibility of the Committee to determine that Namaste’s financial statements are complete and accurate and in accordance with international financial reporting standards (“IFRS”) or to plan or conduct audits. The financial statements are the responsibility of Namaste’s management (“Management”). The Auditors are responsible for performing an audit and expressing an opinion on the fair presentation of Namaste’s financial statements in accordance with generally accepted auditing principles.

### II. AUTHORITY

1. The Committee has the authority to conduct any investigation appropriate to its responsibilities, and it may request the Auditors as well as any officer of Namaste, or Namaste’s outside counsel, to attend a meeting of the Committee or to meet with any members of, or consultants to, the Committee.
2. The Committee shall have unrestricted access to Namaste’s books and records and has the authority to retain, at Namaste’s expense, special legal, accounting, or other consultants or experts to assist in the performance of the Committee’s duties. The Committee shall set the compensation, and oversee the work, of any outside counsel and other advisors.
3. The Committee may delegate any of its responsibilities, along with the authority to take action in relation to such responsibilities, to one or more subcommittees as the Committee may deem appropriate in its sole discretion.
4. The Chairperson of the Committee (“Chairperson”) or other member of the Committee so designated by the Committee may represent the Committee to the extent permitted by applicable legal and listing requirements.

### III. PROCEDURAL MATTERS

#### 1. Composition and Qualifications of the Members of the Committee

- (a) The Committee and its membership shall meet all applicable legal, regulatory and listing requirements.
- (b) The Committee shall, subject to the applicable exemptions available under National Instrument 52-110 – *Audit Committees* ("NI 52-110"), be composed of three or more directors, one of whom shall serve as Chairperson.
- (c) Each member of the Committee shall be an independent director of Namaste. Each member of the Committee shall be free from any relationship that, in the opinion of the Board, could reasonably be expected to interfere with the exercise of his or her independence from Management, Namaste, or the Auditors.
- (d) No member of the Committee can have participated in the preparation of Namaste's or any of its subsidiaries' financial statements at any time during the past three years.
- (e) Each member of the Committee must be financially literate as determined by the Board. Each member of the Committee must be able to read and understand fundamental financial statements, including Namaste's balance sheet, income statement and cash flow statement. At least one member of the Committee must have past employment experience in finance or accounting, requisite professional certification in accounting or other comparable experience or background that leads to financial sophistication. A member who satisfies the requirements of an Audit Committee Financial Expert will also be presumed to have financial sophistication.
- (f) No member of the Committee may serve simultaneously on the audit committee of more than two other public companies.

#### 2. Member Appointment and Removal

- (a) Members of the Committee and the Chairperson shall be appointed by the Board and may be removed by the Board in its discretion, with or without cause. The Committee will be elected annually at the first Board meeting following the annual general meeting.
- (b) If and whenever a vacancy shall exist, the remaining members of the Committee may exercise all powers and responsibilities so long as there is quorum.

#### 3. Committee Structure and Operations

- (a) The Committee shall meet, at the discretion of the Chairperson or a majority of its members, as circumstances dictate or as may be required by applicable legal or listing requirement, and a majority of the members of the Committee shall constitute a quorum.
- (b) Any matters to be determined by the Committee shall be decided by a majority of votes cast at a meeting of the Committee called for such purpose; actions of the

Committee may be taken by an instrument or instruments in writing signed by all of the members of the Committee, and such actions shall be effective as though they had been decided by a majority of votes cast at a meeting of the Committee called for such purpose. In the case of a tie the Chairperson shall have a second or tie-breaking vote.

- (c) The Committee shall maintain minutes of meetings and periodically report to the Board on significant results of the Committee's activities.
- (d) The Committee may invite such other persons to its meetings as it deems appropriate.
- (e) The Auditors will have direct access to the Committee on their own initiative.
- (f) The Committee is governed by the same rules regarding notice and waiver of notice as are applicable to the Board.

#### **IV. DUTIES AND RESPONSIBILITIES**

##### **1. Financial Reporting**

The Committee shall review and recommend to the Board release by management of any materials reporting on the Company's financial performance or providing guidance on future results and ensure the disclosure accurately and fairly reflects the state of affairs of the Company, and is in accordance with international financial reporting standards ("IFRS"), including quarterly and annual financial statements, information circulars, annual information forms, annual reports, offering memorandums and prospectuses. To facilitate this, the Committee shall:

- (a) Review and discuss with the Auditors and Management Namaste's annual audited financial statements (including the related notes), the audit opinion to be issued by the Auditors on the financial statements and the Management's Discussion and Analysis ("MD&A") relating to annual financial statements .
- (b) Review and discuss with Management Namaste's interim financial statements and MD&A relating to the interim financial statements.
- (c) Review and discuss with Management and/or the Auditors disclosure relating to Namaste's financial reporting processes, internal control over financial reporting and disclosure controls and procedures, the Auditors' report on the effectiveness of Namaste's internal control over financial reporting and the required management certifications to be included in or attached as exhibits to Namaste's annual and interim reports.
- (d) Review and discuss with Management and/or the Auditors the Annual Information Form, earnings press releases relating to annual and interim financial statements and any other public disclosure documents that are required to be reviewed by the Committee under any applicable laws.
- (e) Review with Management and the Auditors (i) any major issues regarding accounting principles and financial statement presentation, including any significant changes in Namaste's selection or application of accounting principles,

(ii) any significant financial reporting issues and judgments made in connection with the preparation of Namaste's financial statements, including the effects of alternative IFRS methods and (iii) the effect of regulatory and accounting initiatives and off-balance sheet structures on Namaste's financial statements.

- (f) Review and discuss with the Auditors any other matters required to be discussed applicable auditing standards, including, without limitation, information relating to significant unusual transactions and the business rationale for such transactions and the Auditors' evaluation of Namaste's ability to continue as a going concern.

## **2. Review of Financial Performance**

- (a) The Committee will assess actual financial performance of the Company and subsidiaries against approved budgets and forecasts and provide its reports on these to the Board.
- (b) The Committee will review the financial results of any post acquisition merger or divestiture.
- (c) The Committee will review portfolio and non-strategic investments valuation and performance.

## **3. Internal Control**

- (a) Review the post-audit or management letter containing the recommendations of the Auditors and Management's response and subsequent follow-up to any identified weaknesses.
- (b) Meet no less frequently than annually separately with the Auditors and the Chief Financial Officer to review Namaste's accounting practices, internal controls and such other matters as the Committee or Chief Financial Officer deems appropriate.
- (c) The Committee shall review with Management and the Auditors the adequacy and effectiveness of Namaste's financial reporting processes, internal control over financial reporting and disclosure controls and procedures, including any significant deficiencies or material weaknesses in the design or operation of, and any material changes in, Namaste's processes, controls and procedures, and Management's response thereto. The Committee shall review with Management and the Auditors any special audit steps adopted in light of any material control deficiencies, and any fraud involving Management or other employees with a significant role in such processes, controls and procedures.

## **4. Auditors**

- (a) The Committee has the authority to recommend and retain an independent registered public accounting firm to act as the Namaste's Auditor for purpose of auditing the Namaste's annual financial statements, books, records, accounts and internal controls over financial reporting and, where appropriate, terminate and replace the Auditors or nominate the Auditors to be proposed for shareholder approval in any proxy statement, if applicable. The Committee shall oversee the work performed by the Namaste's Auditor.

- (b) The Committee shall review and discuss with the Auditors (i) the Auditors' responsibilities under generally accepted auditing standards and the responsibilities of Management in the audit process, (ii) the overall audit strategy, (iii) the scope and timing of the annual audit, (iv) any significant risks identified during the Auditors' risk assessment procedures and (v) when completed, the results, including significant findings, of the annual audit.
- (c) The Committee shall review periodically, and at least annually, the qualifications and performance of the Auditors and set the compensation for the Auditors.
- (d) The Committee shall be responsible for obtaining and reviewing on a periodic basis, and at least annually, a formal written statement from the Auditors delineating all relationships between the Auditors and Namaste. The Committee is responsible for discussing with the Auditors any disclosed relationships or services that may impact the objectivity and independence of the Auditors and for recommending that the Board take appropriate action in response to the Auditor's report to satisfy itself of the Auditor's independence.
- (e) The Committee shall be responsible for obtaining and reviewing on a period basis, and at least annually, a report from the Auditors that describes: the Auditors' internal quality control procedures and any issues raised by the most recent internal quality control review, peer review or Public Company Accounting Oversight Board review or inspection of the firm or by any other inquiry or investigation by governmental or professional authorities in the past five years regarding one or more audits carried out by the Auditor and any steps taken to deal with any such issues; and to discuss with the Auditor such report.
- (f) The Committee shall be responsible for assuring the regular rotation of the lead audit partner of Namaste's Auditors and considering regular rotation of the accounting firm serving as Namaste's Auditors.
- (g) Namaste considers the core services provided by the Auditors to include the annual audit. The Committee shall review any engagements for non-audit services beyond the core services proposed to be provided by the Auditors or any of their affiliates, together with estimated fees, and consider the impact on the independence of the Auditors.

## **5. Other Committee Responsibilities**

The Committee shall perform any other activities consistent with this Charter and governing law, as the Committee or the Board deems necessary or appropriate including:

- (a) Conducting or authorizing investigations into any matters that the Committee believes is within the scope of its responsibilities.
- (b) Making inquiries of Management and the Auditors to identify significant business, political, financial and control risks and exposures and assess the steps Management has taken to minimize such risk.

- (c)** Reviewing, with the general counsel and outside legal counsel, legal and regulatory matters, including legal cases against or regulatory investigations of Namaste that could have a significant impact on Namaste's financial statements.
- (d)** Reviewing and assessing the adequacy of this Charter annually and submitting any proposed revisions to the Board for approval.

## QUESTIONS AND FURTHER ASSISTANCE

If you have any questions about the information contained in this circular or require assistance in completing your form of proxy or voting instruction form, please contact Namaste Technologies Inc.'s proxy solicitation agent and shareholder communications advisor



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