February 18, 2020

Dear Shareholder:

On behalf of the Board of Directors (the "**Board**") of Data Deposit Box Inc. ("Data Deposit Box"), I invite you to attend an annual and special meeting (the "**Meeting**") of the shareholders of Data Deposit Box (the "**Shareholders**") to be held on Friday, March 13, 2020, at 11:00 a.m. (Eastern time) at the offices of Gardiner Roberts LLP, on the 36th floor of 22 Adelaide Street West, East Tower, in Toronto, Ontario, Canada. At the Meeting, Shareholders will be asked to vote on a special resolution approving a proposed amalgamation transaction pursuant to which the Shareholders will be entitled to receive, in exchange for each Data Deposit Box common share (the "**Common Share**") held, one redeemable preferred share of the corporation formed by the amalgamation ("**Amalco**"). Immediately following the amalgamation, each preferred share will be redeemed for cash consideration expected to be equal to Cdn.$0.012491639. Upon completion of the proposed amalgamation, a subsidiary of HostPapa, Inc. ("**HostPapa**") will be the sole shareholder of the amalgamated company.

The formal Notice of Special Meeting and Information Circular for Data Deposit Box are enclosed. These documents contain important information, and I encourage you to read them carefully.

Registered Shareholders will also receive a letter of transmittal which must be completed and returned together with your Shares in order to receive payment for your Shares upon amalgamation. If you hold your Shares through an intermediary such as a broker, you should contact the intermediary to deposit your Shares.

We are also enclosing for your reference a copy of Data Deposit Box's audited financial statements for the financial years ended December 31, 2018 and 2017, together with the related Management's Discussion and Analysis. This information is also available on the SEDAR web site at www.sedar.com, where you can also view the statements for the 3rd quarter of 2019. The statements for the year ended December 31, 2019 will be posted there as soon as the audit is completed.

The enclosed Information Circular describes the proposed transaction in greater detail including the deliberations of the Board in coming to its decision to support the proposed transaction. The Board has unanimously determined that this transaction is fair to Shareholders. The Board therefore unanimously recommends that all Shareholders vote in favour of the special resolution approving the amalgamation. All of the directors of Data Deposit Box have advised the company that they will vote all Shares held by them in favour of the proposed transaction.

If you do not wish to attend the Meeting in person, please complete, date, sign and return the enclosed proxy form in the envelope provided for that purpose to ensure that your vote is counted.

Yours sincerely,

(signed) Siva Cherla
Interim Chief Executive Officer, Chief Financial Officer and Director

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that an annual general and special meeting (the "**Meeting**") of the shareholders of Data Deposit Box Inc. (the "**Company**" or "**Data Deposit**") will be held on Friday, March 13, 2020, at the hour of 11:00 a.m. (Eastern time), at the offices of Gardiner Roberts LLP, 22 Adelaide Street West, 36th Floor, Toronto, Ontario M5H 4E3 for the following purposes:

1. to receive and consider the audited consolidated financial statements of the Company for the year ended December 31, 2018, and the report of the auditors thereon;
2. to elect the directors of the Company;
3. to confirm the appointment by the board of directors of, and to appoint the auditors of the Company and to authorize the directors to fix their remuneration; and
4. to consider, and if deemed advisable, to approve, with or without amendment, the special resolution (the "**Amalgamation Resolution**") in the form annexed as Schedule "B" to the information circular accompanying this notice (the "**Information Circular**") to approve the arm's length amalgamation, pursuant to the *Business Corporations Act* (British Columbia), of Data Deposit with a subsidiary of HostPapa, Inc. in accordance with the terms and provisions of an amalgamation agreement (the "**Amalgamation Agreement**") to be entered into between Data Deposit, HostPapa, Inc. and its subsidiary, the form of which Amalgamation Agreement is annexed as Schedule "C" to the Information Circular; and
5. to transact such other business as may properly come before the Meeting or any adjournments or postponements thereof.

A shareholder wishing to be represented by proxy at the Meeting or any adjournment thereof must deposit his duly executed form of proxy with the Company's transfer agent and registrar, Capital Transfer Agency Inc., 390 Bay Street, Suite 920, Toronto ON M5H2Y2 not later than 11:00 a.m. (Eastern time) on **Wednesday, March 11, 2020** or, if the Meeting is adjourned, not later than 48 hours, excluding weekends and holidays, preceding the time of such adjourned meeting.

Shareholders who are unable to attend the Meeting in person, are requested to date, complete, sign and return the enclosed form of proxy so that as large a representation as possible may be had at the Meeting.

The board of directors of the Company has by resolution fixed the close of business on Monday, February 10, 2020, as the record date, being the date for the determination of the registered holders of common shares of the Company entitled to receive notice of, and to vote at, the Meeting and any adjournment thereof.

The accompanying management information circular provides additional detailed information relating to the matters to be dealt with at the Meeting and is supplemental to, and expressly made a part of, this notice of meeting. Additional information about the Company and its consolidated financial statements are also available on the Company's profile at www.sedar.com.

DATED at Toronto, 18th day of February, 2020.

BY ORDER OF THE BOARD

"Siva Cherla" (signed)

Interim Chief Executive Officer, CFO and Director

Note:
Pursuant to section Division 2 of Part 8 of the BCBCA, a registered Shareholder may dissent in respect of the Amalgamation Resolution. If the Amalgamation Resolution is approved and the Amalgamation is completed, dissenting Shareholders who have complied with the procedures set forth in the BCBCA will be entitled to be paid the fair value of their Shares. This right is summarized under "Dissenting Shareholder Rights" in the Information Circular and the text of the applicable Sections 237-247 of the BCBCA is set out in Schedule "D" to the Information Circular. Failure to adhere strictly with the requirements set out in Section 237-247 of the BCBCA may result in the loss or unavailability of any right to dissent. It is a condition precedent to HostPapa's obligations in connection with the Amalgamation that Shareholders holding no more than 10% of the issued and outstanding Shares shall have exercised their dissent rights.

INFORMATION CIRCULAR

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GLOSSARY OF TERMS

The following is a list of terms used frequently throughout this Information Circular.

"**Aggregate Data Deposit Shares**" means the total number of Shares issued and outstanding on the Determination Date assuming the exercise of all In the Money Options into the number of Common Shares into which they are exercisable and assuming the exercise of any other securities rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise), other than pursuant to the Stock Option Plan obligating Data Deposit or any Data Deposit subsidiary to issue or sell any Shares or any shares of any Data Deposit subsidiary outstanding at the Determination Date.

"**Amalco**" means the corporation continuing as a result of the Amalgamation.

"**Amalco Common Shares**" means the common shares in the capital of Amalco to be issued on the Amalgamation, the terms of which are set out in Appendix 1 to the Amalgamation Agreement.

"**Amalco Redeemable Preferred Shares**" means the redeemable preferred shares in the capital of Amalco to be issued on the Amalgamation, the terms of which are set out in Appendix 1 to the Amalgamation Agreement.

"**Amalgamation**" means the amalgamation of the Company and Subco pursuant to the Amalgamation Agreement.

"**Amalgamation Agreement**" means the amalgamation agreement providing for the Amalgamation, substantially in the form attached as Schedule "C".

"**Amalgamation Resolution**" means the special resolution of the Shareholders concerning the Amalgamation Agreement to be considered at the Meeting, substantially in the form set out in Schedule "B".

"**ASC**" means the Alberta Securities Commission.

"**BCBCA**" means the *Business Corporations Act* (British Columbia), as amended.

"**BCSC**" means the Ontario Securities Commission.

"**Board of Directors**" or "**Board**" means the board of directors of Data Deposit.

"**Break Fee**" has the meaning ascribed to it under "Special Business to be Acted Upon at the Meeting – Proposed Transaction – Termination Fee and Fee Reimbursement".

"**business day**" means any day other than a Saturday, Sunday, a public holiday or a day on which commercial banks are not open for business in Toronto, Ontario or Vancouver, British Columbia under applicable law.

"**Capital Transfer Agency Inc.**" means Capital Transfer Agency Inc., the transfer agent and depository for Data Deposit.

"**Closing Date**" means Friday, March 13 with the amalgamation effective Monday, March 16 12:01 am, 2020, or such other date as may be agreed to between the Company and HostPapa.

"**Combination Agreement**" means the Combination Agreement dated February 18, 2020, between Data Deposit, Subco, and HostPapa, and all schedules attached to that Agreement.

"**Common Shares**" means the common shares in the capital of Data Deposit as constituted on the date hereof.

"**Company**" means Data Deposit Box Inc.

"**CSE**" means the Canadian Securities Exchange.

"**Data Deposit**" or "**Company**" means Data Deposit Inc., a corporation governed by the BCBCA.

"**Depositary**" means Capital Transfer Agency Inc.

"**Determination Date**" means the day preceding the Closing Date.

"**Dissenting Shareholder**" means a registered shareholder who, in connection with the Amalgamation Resolution, has exercised the right to dissent pursuant to the BCBCA and thereby becomes entitled to receive the fair value of the Shares held by that Shareholder, and who has not withdrawn the notice of the exercise of such rights, all in accordance with Division 2 of Part 8 of the BCBCA, the full text of which is attached hereto as Schedule "D"– Dissent Rights

"**Effective Date**" means the date on which the Amalgamation becomes effective by the issuance of a certificate of amalgamation issued by the Director under the BCBCA.

"**Effective Time**" means the first moment in time on the Effective Date.

"**fair value**" or "**payout value**", where used in relation to a Share held by a Dissenting Shareholder, means fair value as determined by a court under Division 2 of Part 8 of the BCBCA or as agreed to between the Company and the Dissenting Shareholders.

"**HostPapa**" means HostPapa, Inc., a private company organized under the laws of British Columbia and the BCBCA.

"**Inconsistent Transaction**" means any merger, arrangement, amalgamation, take-over bid, recapitalization, liquidation, winding-up, sale of 20% or more of the assets on a consolidated basis (or any lease, long-term supply agreement or other arrangement having the same economic effect as a sale), sale of 20% or more of the Shares or rights or interests therein or thereto, or similar business combination or transactions, of or involving Data Deposit or any material subsidiary of Data Deposit, or a proposal to do so, other than with HostPapa.

"**Information Circular**" means this information circular.

"**In the Money Option**" means any outstanding Option as of the Determination Date whose exercise price is less than Cdn.$0.012491639.

"**INFOR**" means INFOR Financial Inc., the company engaged by the Board as its financial advisor to assist it in a search for strategic partners or acquirers.

"**Material Adverse Change**" means, in relation to a person, any change in the business, operations, affairs, assets, properties, liabilities (including any contingent liabilities that may arise through outstanding, pending or threatened litigation or otherwise), capitalization, results of operations, cash

flows, condition (financial or otherwise), licenses, permits, rights or privileges of the person or any of its subsidiaries which would reasonably be expected to materially and adversely affect the person and its subsidiaries, taken as a whole, other than any change resulting from or relating to general political, financial or economic conditions.

"**Meeting**" means the special meeting of Shareholders to be held on March 13, 2020, or such later date as may be determined by the Board of Directors, and any adjournment(s) or postponement(s) thereof.

"**Multilateral Instrument 61-101**" means Multilateral Instrument 61-101 – *Protection of Minority Security Holders In Special Transactions* adopted in Ontario as revised effective May 18, 2016.

"**Notice**" means the notice of the Meeting accompanying this Information Circular.

"**OBCA**" means the *Business Corporations Act* (Ontario), as amended.

"**Options**" means any outstanding options to purchase Shares issued pursuant to the Stock Option Plan.

"**OSC**" means the Ontario Securities Commission.

"**Proposed Transaction**" means the Amalgamation and the other transactions contemplated by the Combination Agreement and the other agreements contemplated thereby.

"**Record Date**" means February 10, 2020, the record date for determining Shareholders entitled to receive Notice of the Meeting.

"**Redemption Price**" means the amount in Canadian dollars, calculated to four decimal places, equal to the Total Share Consideration divided by the number of Aggregate Data Deposit Shares.

"**Redemption Time**" means the time immediately following the issuance of the Amalco Redeemable Preferred Shares on the Effective Date.

"**Services Invoices**" means the final invoices for services rendered by Data Deposit's Ontario legal, exclusive of their expenses and of taxes, that rendered services in connection with the Proposed Transaction, rendered to Data Deposit through the Effective Date and presented to HostPapa on the Determination Date.

"**Share Certificates**" means certificates representing the Shares.

"**Shareholders**" means the holders of Shares.

"**Stock Option Plan**" means the Data Deposit Stock Option Plan, as established on November 25, 2014 and approved by the then shareholders of DDB on December 30, 2016, as amended, which permits grants of stock options to directors, management, employees, officers, and consultants of DDB.

"**Subco**" means 1241017 B.C. Ltd., a wholly-owned subsidiary of HostPapa, incorporated under the laws of the Province of British Columbia solely for the purpose of effecting the Proposed Transaction.

"**Superior Proposal**" means an offer or a proposal for an Inconsistent Transaction, that is made prior to receipt of Shareholder approval of the Amalgamation Resolution, to Data Deposit, in writing (i) to purchase or otherwise acquire, directly or indirectly (including by means of a take-over bid, amalgamation, plan of arrangement, business combination, purchase of assets or similar transaction), 50% or more of the Shares or assets of Data Deposit or any of its subsidiaries representing more than 50% of

the book value of Data Deposit's total assets on a consolidated basis (ii) that is reasonably capable of being completed without undue delay, taking into account all legal, financial, regulatory and other aspects of such proposal and the party making such proposal, (iii) that the Board of Directors determines in good faith (after consultation with financial advisors and outside counsel) would, if consummated in accordance with its terms, result in a transaction (x) more favourable from a financial point of view to Shareholders than the Proposed Transaction, having regard to all circumstances, and (y) having a value per Share greater than the per Share value attributable thereto under the Proposed Transaction, and (iv) that the Board of Directors has determined to recommend to Shareholders.

"**Tax Act**" means the *Income Tax Act* (Canada), as amended.

"**Total Share Consideration**" means Cdn.$1,231,170.66, subject to adjustment.

MANAGEMENT INFORMATION CIRCULAR

As at February 18, 2020

SOLICITATION OF PROXIES

THIS MANAGEMENT INFORMATION CIRCULAR IS FURNISHED IN CONNECTION WITH THE SOLICITATION BY THE MANAGEMENT OF DATA DEPOSIT BOX INC. (the "**Company**") of proxies to be used at the annual and special meeting of shareholders of the Company to be held on Friday, **March 13, 2020** at the offices of Gardiner Roberts LLP, 22 Adelaide Street West #3600, Toronto, Ontario M5H 4E3 at the hour of 11:00 a.m. (Eastern time) , and at any adjournment or postponement thereof (the "**Meeting**") for the purposes set out in the accompanying notice of meeting (the "**Notice**"). Although it is expected that the solicitation of proxies will be primarily by mail, proxies may also be solicited personally or by telephone, facsimile or other proxy solicitation services. In accordance with National Instrument 54-101 *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("**NI 54-101**"), arrangements have been made with brokerage houses and clearing agencies, custodians, nominees, fiduciaries or other intermediaries to send the Notice, this management information circular ("**Circular**"), the annual consolidated financial statements of the Company for the financial year ended December 31, 2018 and related management's discussion and analysis and other meeting materials, if applicable (collectively the "**Meeting Materials**") to the beneficial owners of the common shares of the Company (the "**Common Shares**") held of record by such parties. The Company may reimburse such parties for reasonable fees and disbursements incurred by them in doing so. The costs of the solicitation of proxies will be borne by the Company. The Company may also retain, and pay a fee to, one or more professional proxy solicitation firms to solicit proxies from the shareholders of the Company in favour of the matters set forth in the Notice.

APPOINTMENT AND REVOCATION OF PROXIES

A holder of Common Shares who appears on the records maintained by the Company's registrar and transfer agent as a registered holder of Common Shares (each a "**Registered Shareholder**") may vote in person at the Meeting or may appoint another person to represent such Registered Shareholder as proxy and to vote the Common Shares of such Registered Shareholder at the Meeting. In order to appoint another person as proxy, a Registered Shareholder must complete, execute and deliver the form of proxy accompanying this Circular, or another proper form of proxy, in the manner specified in the Notice.

The purpose of a form of proxy is to designate persons who will vote on the shareholder's behalf in accordance with the instructions given by the shareholder in the form of proxy. The persons named in the enclosed form of proxy are officers or directors of the Company. **A REGISTERED SHAREHOLDER DESIRING TO APPOINT SOME OTHER PERSON, WHO NEED NOT BE A SHAREHOLDER OF THE COMPANY, TO REPRESENT HIM OR HER AT THE MEETING MAY DO SO BY FILLING IN THE NAME OF SUCH PERSON IN THE BLANK SPACE PROVIDED IN THE FORM OF PROXY OR BY COMPLETING ANOTHER PROPER FORM OF PROXY**. A Registered Shareholder wishing to be represented by proxy at the Meeting or any adjournment thereof must, in all cases, deposit the completed form of proxy with the Company's transfer agent and registrar, Capital Transfer Agency Inc., 390 Bay Street, Suite 920, Toronto ON M5H 2Y2 (the "**Transfer Agent**"), not later than 11:00 a.m. (Eastern time) on **March 11, 2020**, or, if the Meeting is adjourned, not later than 48 hours, excluding Saturdays, Sundays and holidays, preceding the time of such adjourned Meeting at which the form of proxy is to be used. A form of proxy should be executed by the Registered Shareholder

or his or her attorney duly authorized in writing or, if the Registered Shareholder is a corporation, by an officer or attorney thereof duly authorized.

A Registered Shareholder attending the Meeting has the right to vote in person and, if he or she does so, his or her form of proxy is nullified with respect to the matters such person votes upon at the Meeting and any subsequent matters thereafter to be voted upon at the Meeting or any adjournment thereof.

A Registered Shareholder who has given a form of proxy may revoke the form of proxy at any time prior to using it by: (a) depositing an instrument in writing, including another completed form of proxy, executed by such Registered Shareholder or by his or her attorney authorized in writing or by electronic signature or, if the Registered Shareholder is a corporation, by an authorized officer or attorney thereof at, or by transmitting by telephone or electronic means, a revocation signed, by electronic signature, to (i) the head office of the Company, located at 1 Eglinton Avenue East, Suite 703, Toronto, Ontario M4P 3A1, at any time prior to 5:00 p.m. (Eastern time) on the last business day preceding the day of the Meeting or any adjournment thereof or (ii) with the Chairman of the Meeting on the day of the Meeting or any adjournment thereof; or (b) any other manner permitted by law.

EXERCISE OF DISCRETION BY PROXIES

The Common Shares represented by proxies in favour of management nominees will be voted or withheld from voting in accordance with the instructions of the Registered Shareholder on any ballot that may be called for and, if a Registered Shareholder specifies a choice with respect to any matter to be acted upon at the meeting, the Common Shares represented by the proxy shall be voted accordingly. Where no choice is specified, the proxy will confer discretionary authority and will be voted for the election of directors, for the appointment of auditors and the authorization of the directors to fix their remuneration, as stated elsewhere in this Circular.

The enclosed form of proxy also confers discretionary authority upon the persons named therein to vote with respect to any amendments or variations to the matters identified in the Notice and with respect to other matters which may properly come before the Meeting in such manner as such nominee in his judgment may determine. At the time of printing this Circular, the management of the Company knows of no such amendments, variations or other matters to come before the Meeting.

The execution or exercise of proxy does not constitute a written objection for the purposes of exercising dissent rights under Division 2 of Part 8 of the BCBCA. For information on Dissenting Shareholder rights see *"Dissenting Shareholders Rights"*.

ADVICE TO NON-REGISTERED SHAREHOLDERS

The information set forth in this section is of significant importance to many shareholders of the Company, as a substantial number of shareholders of the Company do not hold Common Shares in their own name. Only Registered Shareholders or the persons they appoint as their proxies are permitted to attend and vote at the Meeting and only forms of proxy deposited by Registered Shareholders will be recognized and acted upon at the Meeting. Common Shares beneficially owned by a beneficial holder of Common Shares who does not appear on the records maintained by the registrar and transfer agent of the Company as a registered holder of Common Shares (each a "**Non-Registered Holder**") are registered either: (i) in the name of an intermediary (an "**Intermediary**") with whom the Non-Registered Holder deals in respect of the Common Shares (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans); or (ii) in the name of a clearing agency (such as CDS Clearing and Depository Services Inc.) (each a "**Clearing Agency**") of which the Intermediary is a participant. Accordingly, such

Intermediaries and Clearing Agencies would be the Registered Shareholders and would appear as such on the list maintained by the Transfer Agent. Non-Registered Holders do not appear on the list of the Registered Shareholders maintained by the Transfer Agent.

Distribution of Meeting Materials to Non-Registered Holders

In accordance with the requirements of NI 54-101, the Company has distributed copies of the Meeting Materials to the Clearing Agencies and Intermediaries for onward distribution to Non-Registered Holders as well as directly to NOBOs (as defined below).

Non-Registered Holders fall into two categories – those who object to their identity being known to the issuers of securities which they own ("**OBOs**") and those who do not object to their identity being made known to the issuers of the securities which they own ("**NOBOs**"). Subject to the provisions of NI 54-101, issuers may request and obtain a list of their NOBOs from Intermediaries directly or via their transfer agent and may obtain and use the NOBO list for the distribution of proxy-related materials to such NOBOs. If you are a NOBO and the Company or its agent has sent the Meeting Materials directly to you, your name, address and information about your holdings of Common Shares have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding the Common Shares on your behalf.

The Company's OBOs can expect to be contacted by their Intermediary. The Company does not intend to pay for Intermediaries to deliver the Meeting Materials to OBOs and it is the responsibility of such Intermediaries to ensure delivery of the Meeting Materials to their OBOs.

Voting by Non-Registered Holders

The Common Shares held by Non-Registered Holders can only be voted or withheld from voting at the direction of the Non-Registered Holder. Without specific instructions, Intermediaries or Clearing Agencies are prohibited from voting Common Shares on behalf of Non-Registered Holders. Therefore, each Non-Registered Holder should ensure that voting instructions are communicated to the appropriate person well in advance of the Meeting.

The various Intermediaries have their own mailing procedures and provide their own return instructions to Non-Registered Holders, which should be carefully followed by Non-Registered Holders in order to ensure that their Common Shares are voted at the Meeting.

Non-Registered Holders will receive either a voting instruction form or, less frequently, a form of proxy. The purpose of these forms is to permit Non-Registered Holders to direct the voting of the Common Shares they beneficially own. Non-Registered Holders should follow the procedures set out below, depending on which type of form they receive.

A. *Voting Instruction Form*. In most cases, a Non-Registered Holder will receive, as part of the Meeting Materials, a voting instruction form (a "**VIF**"). If the Non-Registered Holder does not wish to attend and vote at the Meeting in person (or have another person attend and vote on the Non-Registered Holder's behalf), the VIF must be completed, signed and returned in accordance with the directions on the form.

or,

B. *Form of Proxy*. Less frequently, a Non-Registered Holder will receive, as part of the Meeting Materials, a form of proxy that has already been signed by the Intermediary (typically by a facsimile, stamped signature) which is restricted as to the number of Common Shares beneficially owned by the

Non-Registered Holder but which is otherwise not completed. If the Non-Registered Holder does not wish to attend and vote at the Meeting in person (or have another person attend and vote on the Non-Registered Holder's behalf), the Non-Registered Holder must complete and sign the form of proxy and in accordance with the directions on the form.

Voting by Non-Registered Holders at the Meeting

Although a Non-Registered Holder may not be recognized directly at the Meeting for the purposes of voting Common Shares registered in the name of an Intermediary or a Clearing Agency, a Non-Registered Holder may attend the Meeting as proxyholder for the Registered Shareholder who holds Common Shares beneficially owned by such Non-Registered Holder and vote such Common Shares as a proxyholder. A Non-Registered Holder who wishes to attend the Meeting and to vote their Common Shares as proxyholder for the Registered Shareholder who holds Common Shares beneficially owned by such Non-Registered Holder, should (a) if they received a VIF, follow the directions indicated on the VIF; or (b) if they received a form of proxy strike out the names of the persons named in the form of proxy and insert the Non-Registered Holder's or its nominees name in the blank space provided. Non-Registered Holders should carefully follow the instructions of their Intermediaries, including those instructions regarding when and where the VIF or the form of proxy is to be delivered.

All references to shareholders in the Meeting Materials are to Registered Shareholders as set forth on the list of registered shareholders of the Company as maintained by the Transfer Agent, unless specifically stated otherwise.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The authorized share capital of the Company consists of an unlimited number of Common Shares without par value. As of February 10, 2020 (the "**Record Date**"), there were a total of 98,559,577 Common Shares issued and outstanding. Each Common Share outstanding on the Record Date carries the right to one vote at the Meeting.

Only Registered Shareholders as of the Record Date are entitled to receive notice of, and to attend and vote at, the Meeting or any adjournment or postponement of the Meeting. On a show of hands, every Registered Shareholder and proxy holder will have one vote and, on a poll, every Registered Shareholder present in person or represented by proxy will have one vote for each Common Share held.

To the knowledge of the Company's directors and executive officers, as of the date hereof, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, Common Shares carrying more than 10% of the voting rights attached to the outstanding Common Shares.

TRADING HISTORY OF SHARES

The Shares of the Data Deposit are listed on the CSE and trade under the symbol "DDB". The following table sets out the high and low sale prices and the volume of trading for the Shares for the periods indicated:

Year	Period	Price Range		Volume
		High	Low	
2017	First Quarter	$0.070	$0.045	2,284,500
	Second Quarter	$0.070	$0.035	1,174,800
	Third Quarter	$0.040	$0.020	798,650
	Fourth Quarter	$0.180	$0.025	106,631,182
2018	First Quarter	$0.330	$0.085	298,043,184
	Second Quarter	$0.105	$0.045	32,139,140
	Third Quarter	$0.060	$0.045	21,317,401
	Fourth Quarter	$0.045	$0.025	12,332,155
2019	First Quarter	$0.030	$0.020	8,005,053
	Second Quarter	$0.025	$0.015	4,227,500
	Third Quarter	$0.025	$0.010	3,729,256
	Fourth Quarter	$0.015	$0.005	7,820,950

On February 6, 2020, the Shares were halted by Market Regulation Services Inc., during the trading day, as a result of the regulator being advised of "Pending News". The closing price of the Shares on the CSE on February 3, 2020 was $0.005. The closing price on February 6, 2020 was $0.015. The Company publicly announced the Proposed Transaction in a press release on February 6, 2020 at 5:14 p.m. (Toronto time). The CSE thereafter resumed trading of Shares at the opening of the markets on February 7, 2020. On February 15, 2020 the closing price was $0.010.

FINANCIAL DISCLOSURE

Selected Comparative Financial Information

The following provides a summary of comparative financial information of the Company for the three(3) most recent fiscal years ended December 31, 2018, and for the nine months ended September 30, 2019, as well as a summary of principal financial statistics for these periods. The information should be read in conjunction with the audited financial statements of the Company for the three (3) fiscal years ended December 31, 2018, available at www.sedar.com.

	9 months ended September 30, 2019	Fiscal years ended December 31, 2018, 2017 & 2016		
	2019	2018	2017	2016
Balance Sheet Data				
Current assets	$ 668,890	$ 1,252,233	$ 1,118,656	$ 1,529,956
Total assets	$ 1,454,437	$ 2,135,214	$ 2,910,681	$ 3,758,694
Current liabilities	$ 83,675	$ 143,443	$ 580,500	$ 1,446,899
Deficit	$ (10,619,362)	$ (9,998,353)	$ (9,468,879)	$ (10,272,322)
Consolidated Statements of Loss and Comprehensive Loss				
Revenues	$ 1,242,604	$ 2,089,984	$ 2,544,970	$ 3,377,805
Gross margin	$ 782,221	$ 1,312,665	$ 1,305,792	$ 1,444,302
Total Expenses	$ 1,347,735	$ 2,374,662	$ 2,915,849	$ 3,813,211
Depreciation	$ 122,985	$ 310,391	$ 427,744	$ 545,586

	9 months ended September 30, 2019	Fiscal years ended December 31, 2018, 2017 & 2016		
	2019	**2018**	**2017**	**2016**
Loss before listing costs, interest expense and gain on foreign exchange from continuing operations	$ (565,514)	$ (1,061,997)	$ (1,610,057)	$ (2,268,909)
Net loss and comprehensive loss	$ (621,009)	$ (1,595,474)	$ (1,632,001)	$ (2,375,644)
Income (loss) per common share	$ (0.006)	$ (0.020)	$ (0.020)	$ (0.070)
Dividends paid	Nil	Nil	Nil	Nil

All directors and the one officer of the Company have indicated that they will vote all their shares in favour of the Amalgamation Resolution.

Financial Information

The selected financial information for the (3) most recently completed fiscal years of the Company are available under the Company's profile at www.sedar.com. The Company will provide the statements without charge to any Shareholder. In order to obtain the such financial statements, Shareholders should send a written request to Data Deposit Box Inc., 703-1 Eglinton Avenue East, Toronto, ON M4P 3A1 or by calling the Company at 1-866-430-2406.

MATERIAL CHANGES IN THE ACTIVITIES OF THE COMPANY

The Company has had no plans or proposals for material changes in its capital structure or in its management, or other activities since December 2015, other than, in connection with the Proposed Transaction, as defined below, and the following:

February 29, 2016 – Announced a regional distribution engagement with Singapore-based TechServe Pte. Ltd. With this engagement, TechServe Pte. Ltd becomes the Company's dedicated regional distributor of its new Smart Storage product line. This agreement will provide the Company with a direct local presence in the Aisa-Pacific region, providing TechServe with exclusive distribution rights.

April 12, 2016 – Announced an engagement with UK-headquartered Claranet Limited, a leading managed services provider in Europe, as well as a partnership with Australia-based Managed Service Partner ALMY PTY LTD.

April 22, 2016 – Announced that it has entered into a strategic agreement with O&O Software GmbH.

July 27, 2016 – Announced a new partnership and initial Smart Storage order from UK based distributor Brigantia.

May 9, 2017 – Effective May 1, 2017, Chris Irwin resigned as a director of Data Deposit Box and John McBride was appointed as a director to fill the vacancy.

June 6, 2017 – Announced a partnership with Renaissance Contingency Services Limited, one of Ireland's leading data security distributors and independent business continuity consultancy service providers.

June 22, 2017 – Effective June 22, 2017, John McBride resigned as a director.

August 2, 2017 – Effective August 1, 2017, Marco Guidi resigned as Chief Financial Officer and Siva Cherla was appointed as Chief Financial Officer and as a director.

August 30, 2017 – Effective August 30, 2017, Troy Cheeseman ceased to act as President and Chief Operating Officer.

September 5, 2017 – Further to the August 30, 2017 press release, effective August 30, 2017, Troy Cheeseman resigned as a director.

December 12, 2017 – The Company granted to certain directors, officers, employees and consultants of the Company, in accordance with the terms of the Company's stock option plan, an aggregate of 12,300,000 options to purchase Common Shares of the Company exercisable at a price of $0.05 per common share for a period of 5 years.

May 3, 2019 – Effective May 1, 2019, Tim Jewell, Chief Executive Officer, took a medical leave of absence, and Siva Cherla, then current Chief Financial Officer, was appointed interim Chief Executive Officer.

August 20, 2019 – Announced Tim Jewell passed away on Sunday, August 18, 2019.

October 2, 2019 – Announced that following the passing of the Company's founder and Chief Executive Officer, Tim Jewell, the Company's board of directors had determined that it was in the best interest of the Company and its stakeholders to initiate a formal process to explore strategic alternatives. This process was intended to evaluate the Company's strategic options and alternatives to maximize shareholder value. Such strategic alternatives may include, but were not limited to, a corporate sale, merger or other business combination, a disposition of all or a portion of the Company's assets, a recapitalization, refinancing of its capital structure, or any combination of the foregoing.

November 19, 2019 – Ms. Louisa Jewell was appointed to the board of directors; and Mr. Scott Allen tendered his resignation as a director of the Company, effective October 31, 2019.

February 6, 2020 – Announced that the Company had signed a binding letter of agreement to be acquired by HostPapa, Inc. ("**HostPapa**"). Under the agreement, the Company will be amalgamated with a subsidiary of HostPapa and, subject to the satisfaction of certain conditions, shareholders of the Company will receive a fraction under $0.0125 per share in cash for each share held.

PREVIOUS OFFERINGS AND PURCHASES

The Company has completed the following offerings of its securities since December 2015:

December 31, 2015 – Closed the first tranche of a previously announced non-brokered private placement, issuing 1,875,000 units at a price of $0.20 per unit for gross proceeds of $375,000. Each unit consisted of one common share and one common share purchase warrant of the Company. Each common share purchase warrant entitled the holder thereof to purchase one common share at a price of $0.30 per common share until December 31, 2016, subject to conditions. Mr. Troy Cheeseman, a director, President and Chief Operating Officer, subscribed for 125,000 units of the 1,875,000 units issued, which constituted a "related party transaction" as defined by Multilateral Instrument 61-101 *Protection of Minority Security Holders in Special Transactions* ("**MI 61-101**").

February 5, 2016 – Completed the second and final tranche of a private placement previously announced via press releases on December 29 and 31, 2015, respectively. The private placement was over-

subscribed, raising additional gross proceeds of $201,000 through the issuance of 1,005,000 units. Each unit consisted of one common share and one common share purchase warrant of the Company. Each common share purchase warrant entitled the holder thereof to purchase one common share at a price of $0.30 per common share for a period of twelve (12) months from the date of issuance, subject to conditions. Certain eligible persons were paid a cash commission equal to 8% of the proceeds raised from subscribers introduced to the Company by such persons, and were also issued an aggregate of 40,000 broker warrants, with each broker warrant entitling the holder to acquire one Common Share at a price of $0.20 for a period of one year from the date of issuance, subject to conditions.

April 8, 2016 – In accordance with the terms of the Company's stock option plan, an aggregate of 1,300,000 options to purchase Common Shares of the Company exercisable at a price of $0.20 per common share for a period of five years have been granted to certain directors, officers, employees and consultants of the Company.

May 20, 2016 – Announced a non-brokered private placement financing of up to 4,000,000 units at a price of $0.20 per unit for gross proceeds of up to $800,000. Each unit consisted of one common share and one common share purchase warrant, entitling the holder thereof to purchase one common share at a price of $0.25 per common share for a period of twelve (12) months from the date of issuance. The Company completed the first tranche of this private placement issuing 1,709,999 Units, raising gross proceeds of $341,999.80. Certain eligible persons were paid a cash commission equal to 8% of the proceeds raised from subscribers introduced to the Company by such persons, and were also issued an aggregate of 116,799 finder warrants, with each finder warrant entitling the holder to acquire one common share at a price of $0.20 for a period of one year from the date of issuance. The securities issued upon closing of the private placement were subject to a hold period until September 21, 2016, pursuant to applicable securities laws. In connection with the private placement, a subscriber entered into share loan and pledge agreements with certain of the Company's existing shareholders, pursuant to which the subscriber was loaned an aggregate of 1,429,999 Common Shares without resale restriction. As collateral, the subscriber pledged to the Company's existing shareholders an equal number of Common Shares purchased. A director of the Company participated, which constitutes a "related party transaction" as defined under MI 61-101.

June 22, 2016 – Completed the second tranche of the private placement announced on May 20, 2016, issuing 1,725,000 Units, raising gross proceeds of $345,000. Certain eligible persons were paid a cash commission equal to 8% of the proceeds raised from subscribers introduced to the Company by such persons and were also issued an aggregate of 90,000 finder warrants, with each finder warrant entitling the holder to acquire one Common Share at a price of $0.20 for a period of one year from the date of issuance.

November 14, 2016 – Announced a non-brokered private placement financing of up to 45,454,545 units at a price of $0.055 per unit, for gross proceeds of up to $2,500,000. Each Unit consisted of one common share and one common share purchase warrant, entitling the holder thereof to purchase one common share at a price of $0.07 per common share for a period of twelve (12) months from the date of issuance, subject to conditions. The Company completed the first tranche of the private placement, issuing 12,723,636 Units, raising gross proceeds of $699,799.98. The first tranche was subscribed for entirely by two directors of the Company, which participation constitutes a "related party transaction" as defined under MI 61-101.

December 28, 2016 – Completed the second tranche of the private placement announced on November 14, 2016, issuing 14,469,498 units at a price of $0.055 per Unit for gross proceeds of $795,822. Each unit issued consisted of one common share and one Common Share purchase warrant, entitling the holder thereof to purchase one Common Share at a price of $0.07 per Common Share for a period of twenty-four

(24) months from the date of issuance, subject to conditions. Certain eligible persons were paid a cash commission equal to 6% of the proceeds raised from subscribers introduced to the Company by such persons and were also issued an aggregate of 255,188 finder warrants, with each finder warrant entitling the holder to acquire one Common Share at a price of $0.055 for a period of twenty-four (24) from the date of issuance. One director of the Company participated, which constitutes a "related party transaction" as defined under MI 61-101.

March 15, 2017 – Closed a non-brokered private placement, issuing 9,072,726 units at a price of $0.055 per Unit for gross proceeds of $498,999.93. Each unit consisted of one common share and one common share purchase warrant, entitling the holder thereof to purchase one common share at a price of $0.07 per common share for a period of twenty-four (24) months from the date of issuance, subject to conditions. One director of the Company participated, which constitutes a "related party transaction" as defined under MI 61-101.

December 29, 2017 – Implemented a warrant exercise program designed to encourage the early exercise of its 23,775,594 outstanding unlisted common share purchase warrants. Each outstanding unlisted common share purchase warrant was exercisable by all non-US resident holders from the period of December 29, 2017 to January 31, 2018 in exchange for one common share at a price of $0.25 per common share for a period of two (2) years from the date of issuance, subject to conditions.

February 12, 2018 – Announced the successful completion of its warrant exercise program announced December 29, 2017, resulting in the exercise of 23,797,412 warrants raising aggregate proceeds of $1,661,991.

INTERESTS OF DIRECTORS AND SENIOR OFFICERS

The following table sets out the Company securities owned or over which control or direction is exercised by each director and senior officer of the Company as at the date hereof:

Name and Position	Number of Shares	Options and Warrants to Acquire Shares[1]	Exercise Price ($)	Percentage (Undiluted)
Siva Cherla (CFO, Director)	–	1,900,000	0.05	
Paul Nicholls (Director)	250,000	250,000	0.05	0.25%
Louisa Jewell (Director)	9,226,668	500,000	0.05	9.36%
Dave Williams (Director of Development)	–	200,000	0.30	
Dave Williams (Director of Development)	200,000	1,700,000	0.05	0.20%
Nassim Abou Zeinab (Employee)	800,000	800,000	0.05	0.81%
Nassim Abou Zeinab (Employee)	–	50,000	0.30	
Oleg Romanyshyn (Consultant)	300,000	300,000	0.05	0.30%

Notes:
(1) There were no warrants issued to any officers or directors in 2019.
(2) Tim Jewell's options are in his estate for which Louisa Jewell is executor.

All directors and senior officers of the Company have indicated that they will vote all their shares in favour of the Amalgamation Resolution.

INTEREST OF CERTAIN PERSONS IN MATERIAL TRANSACTIONS AND MATTERS TO BE ACTED UPON

No director or executive officer of the Company who was a director or executive officer at any time since the beginning of the Company's last financial year, or any associate or affiliates of any such directors or

officers, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting.

Since the beginning of the Company's most recently completed financial year, no insider of the Company and no associate or affiliate of any insider has, or has had, any material interest, direct or indirect, in any transaction or in any proposed transaction, which has materially affected or would materially affect the Company. No insider of the Company and no associate or affiliate of any insider has a personal interest in the Amalgamation. Upon completion of the Amalgamation and the subsequent redemption by Amalco of its outstanding Amalco Redeemable Preferred Shares, HostPapa will be the sole shareholder of Amalco.

PARTICULARS OF MATTERS TO BE ACTED UPON

To the knowledge of the board of directors of the Company (the "**Board**"), the matters to be brought before the Meeting are those matters set forth in the accompanying Notice.

1. PRESENTATION OF FINANCIAL STATEMENTS

The audited consolidated financial statements of the Company for the year ended December 31, 2018 and the report of the auditors will be placed before the shareholders at the Meeting. No vote will be taken on the consolidated financial statements. The consolidated financial statements and additional information concerning the Company are available under the Company's profile at www.sedar.com.

2. ELECTION OF DIRECTORS

The Board currently consists of three directors to be elected annually. The Board has determined that the number of directors to be nominated at the Meeting be three. The following table states the names of the persons nominated by management for election as directors, any offices with the Company currently held by them, their principal occupations or employment, the period or periods of service as directors of the Company and the approximate number of voting securities of the Company beneficially owned, directly or indirectly, or over which control or direction is exercised as of the date hereof.

Name, province or state and country of residence and position, if any, held in the Company	Principal Occupation	Served as Director of the Company since	Number of Common Shares beneficially owned, directly or indirectly, or controlled or directed at present[(1)]	Percentage of Voting Shares Owned or Controlled
Louisa Jewell[(2)(3)] Ontario, Canada Director	Master of Applied Positive Psychology	Nov.1, 2019	9,226,668	9.36%
Siva Cherla[(2)(3)] Unionville, Ontario Chief Financial Officer, Director	Interim Chief Executive Officer and Chief Financial Officer of the Company	Aug. 1, 2017	Nil	Nil
Paul Nicholls[(2)(4)] Toronto, Ontario Director	Chartered Professional Accountant	Nov. 30, 2017	250,000	0.25%

Notes:

(1) The information as to voting securities beneficially owned, controlled or directed, not being within the knowledge of the Company, has been furnished by the respective nominees individually.

(2) Member of the Audit Committee.

(3) Member of the Compensation Committee.

(4) Member of the Disclosure and Corporate Governance Committee.

The term of office of each director will be from the date of the meeting at which he is elected until the next annual meeting, or until his successor is elected or appointed.

PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED FOR THE ELECTION OF THE ABOVE-NAMED NOMINEES, UNLESS THE SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS OR HER SHARES ARE TO BE WITHHELD FROM VOTING IN RESPECT THEREOF. MANAGEMENT HAS NO REASON TO BELIEVE THAT ANY OF THE NOMINEES WILL BE UNABLE TO SERVE AS A DIRECTOR BUT, IF A NOMINEE IS FOR ANY REASON UNAVAILABLE TO SERVE AS A DIRECTOR, PROXIES IN FAVOUR OF MANAGEMENT WILL BE VOTED IN FAVOUR OF THE REMAINING NOMINEES AND MAY BE VOTED FOR A SUBSTITUTE NOMINEE UNLESS THE SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS OR HER SHARES ARE TO BE WITHHELD FROM VOTING IN RESPECT OF THE ELECTION OF DIRECTORS.

Corporate Cease Trade Orders or Bankruptcies

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

(a) was subject to: (i) a cease trade order; (ii) an order similar to a cease trade order; or (iii) an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days (collectively, an "**Order**") and that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or

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

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

Personal Bankruptcies

None of the directors of the Company have, within the 10 years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of such person.

Penalties and Sanctions

None of the directors of the Company have 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 been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in making an investment decision.

3. CONFIRMATION AND APPOINTMENT OF AUDITORS

MNP LLP, Chartered Accountants, have been the Company's auditors since November 13, 2014. At the Meeting, or any adjournment thereof, MNP LLP will be proposed for re-appointment as the Company's auditors to hold office until the next annual meeting of Shareholders or until a successor is appointed, at a remuneration to be fixed by the Board.

THE BOARD OF DIRECTORS RECOMMENDS A VOTE FOR APPROVAL OF MNP LLP, CHARTERED ACCOUNTANTS, AS THE COMPANY'S AUDITORS. Proxies will be so voted unless Shareholders specify otherwise in their proxies. The approval of a majority of the Common Shares present and voting at the Meeting, whether in person or by proxy, is required for the approval of the resolution approving the Company's auditors.

4. PROPOSED TRANSACTION

On February 6th, 2020, the Company announced that it had entered into a binding letter of agreement dated February 6th, 2020 with HostPapa and its wholly-owned subsidiary 1241017 B.C. Ltd. ("**Subco**") pursuant to which HostPapa would acquire Data Deposit by way of a business combination transaction (the "**Proposed Transaction**").

In order to complete the Proposed Transaction, at the Meeting, Shareholders will be asked to consider and, if thought advisable, to pass, with or without amendment, a special resolution (the "**Amalgamation Resolution**"), being a special resolution approving the Amalgamation Agreement and the Amalgamation upon substantially the terms and conditions set out in the Amalgamation Agreement. The full text of the Amalgamation Resolution is attached to this Information Circular as Schedule "B" and a copy of the form of the Amalgamation Agreement is attached to this Information Circular as Schedule "C".

The Amalgamation Resolution must be approved by at least $66^2/_3\%$ of the votes cast by Shareholders present in person or by proxy at the Meeting.

If the Amalgamation Resolution is approved and the conditions set out within are satisfied, at the Effective Time, the Company and Subco will amalgamate and continue as Amalco. Shareholders (other than any Dissenting Shareholders) will receive one Amalco Redeemable Preferred Share for each Share held. In accordance with their terms, each such Amalco Redeemable Preferred Share received on the Amalgamation will be redeemed for the Redemption Price immediately following their issuance on the Effective Date. The Effective Date of the Amalgamation is expected to be on or about March 14, 2020.

See *Special Business to be Acted Upon at the Meeting – Proposed Transaction*.

STATEMENT OF EXECUTIVE COMPENSATION

Named Executive Officers

For the purposes of this Circular, a "**Named Executive Officer**" of the Company means each of the following individuals:

(a) a Chief Executive Officer of the Company;

(b) a Chief Financial Officer of the Company;

(c) each of the Company's three most highly compensated executive officers, or the three most highly compensated individuals acting in a similar capacity, other than the Chief Executive Officer and the Chief Financial Officer, at the end of the most recently completed financial year whose total compensation was, individually, more than $150,000, as determined in accordance with subsection 1.3(5) of Form 51-102F6V, for that financial year; and

(d) each individual who would be an Named Executive Officer under paragraph (c) above but for the fact that the individual was neither an executive officer of the Company, nor acting in a similar capacity, at the end of that financial year.

The Named Executive Officers of the Company during the financial year ended December 31, 2018 were Tim Jewell, Chief Executive Officer, until his death August 18, 2019; Siva Cherla, Interim CEO and Chief Financial Officer effective August 18, 2019; Marco Guidi, Former Chief Financial Officer; and Troy Cheeseman, Former President and Chief Operating Officer.

Summary Compensation Table

The following table provides a summary of compensation paid, directly or indirectly, for each of the four most recently completed financial years to the Named Executive Officers and the directors of the Company:

TABLE OF COMPENSATION EXCLUDING COMPENSATION SECURITIES[(1)]

Name and position	Year Ended Dec. 31	Salary, consulting fee, retainer or commission ($)	Bonus ($)	Committee or meeting fees ($)	Value of perquisites ($)	Value of all other compens-ation ($)	Total compensation ($)
Tim Jewell[(2)]	2019	187,500	Nil	Nil	Nil	Nil	187,500
Chief	2018	252,244	Nil	Nil	Nil	Nil	252,244
Executive	2017	200,000	Nil	Nil	Nil	Nil	200,000
Officer and	2016	226,923	Nil	Nil	Nil	Nil	226,923
Director							
Louisa Jewell[(6)]	2019	Nil	Nil	Nil	Nil	Nil	Nil
Marco Guidi[(3)]	2019	N/A	N/A	N/A	N/A	N/A	N/A
Former Chief	2018	N/A	N/A	N/A	N/A	N/A	N/A
Financial	2017	24,000	Nil	Nil	Nil	Nil	24,000
Officer	2016	36,000	Nil	Nil	Nil	Nil	36,000
Siva Cherla[(2)(3)]	2019	169,500	Nil	Nil	Nil	Nil	169,500
interim Chief	2018	157,123	Nil	Nil	Nil	Nil	157,123
Executive	2017	75,122	Nil	Nil	Nil	Nil	75,122
Officer, Chief	2016	Nil	Nil	Nil	Nil	Nil	Nil
Financial Officer and Director							
Troy	2019	N/A	N/A	N/A	N/A	N/A	N/A
Cheesman[(4)]	2018	N/A	N/A	N/A	N/A	N/A	N/A
Former	2017	145,481	Nil	Nil	Nil	Nil	145,481
President,	2016	196,923	Nil	Nil	Nil	Nil	196,923
Chief Operating Officer, Director							

Name and position	Year Ended Dec. 31	Salary, consulting fee, retainer or commission ($)	Bonus ($)	Committee or meeting fees ($)	Value of perquisites ($)	Value of all other compens-ation ($)	Total compensation ($)
Chris Irwin[5]	2019	N/A	N/A	N/A	N/A	N/A	N/A
Secretary and	2018	N/A	N/A	N/A	N/A	N/A	N/A
Former	2017	Nil	Nil	Nil	Nil	Nil	Nil
Director	2016	Nil	Nil	Nil	Nil	Nil	Nil
Scott Allen[6]	2019	2,000	Nil	Nil	Nil	Nil	2000
Director	2018	2,000	Nil	Nil	Nil	Nil	2000
	2017	Nil	Nil	Nil	Nil	Nil	Nil
	2016	Nil	Nil	Nil	Nil	Nil	Nil
Paul Nicholls	2019	2,000	Nil	Nil	Nil	Nil	Nil
Director	2018	2,000	Nil	Nil	Nil	Nil	Nil
	2017	Nil	Nil	Nil	Nil	Nil	Nil
	2016	Nil	Nil	Nil	Nil	Nil	Nil
Robert Smuk[7]	2019	N/A	N/A	N/A	N/A	N/A	N/A
Director	2018	N/A	N/A	N/A	N/A	N/A	N/A
	2017	Nil	Nil	Nil	Nil	Nil	Nil
	2016	Nil	Nil	Nil	Nil	Nil	Nil

Notes:

(1) This table does not include any amount paid as reimbursement for expenses.

(2) Tim Jewell, resigned as Chief Executive Officer of the company on May 1, 2019 and passed away on August 18, 2019. Siva Cherla has taken over as interim Chief Executive Officer.

(3) Marco Guidi resigned as the Chief Financial Officer of the Company on August 1, 2017 and was replaced by Siva Cherla effective August 1, 2017.

(4) Troy Cheeseman resigned as President, Chief Operating Officer and Director effective August 30, 2017.

(5) Chris Irwin resigned as Director effective May 1, 2017.

(6) Scott Allen resigned as Director effective October 31, 2019 and was replaced by Louisa Jewell.

(7) Mr. Smuk resigned effective November 30, 2017

Stock Options and Other Compensation Securities

No compensation securities were granted or issued to any Named Executive Officer or to any director of the Company during the most recently completed financial year, 2019 or 2018 of the Company for services provided or to be provided, directly or indirectly, to the Company or any of its subsidiaries.

No compensation securities were exercised by any Named Executive Officer or any director of the Company during the most recently completed financial year of the Company.

Stock Option Plan and Other Incentive Plans

The Company has adopted the Stock Option Plan whereby a maximum of 20% of the issued and outstanding Common Shares, from time to time, may be reserved for issuance pursuant to the exercise of options.

Options may be granted under the Stock Option Plan only to (i) employees, officers, directors or consultants of the Company; (ii) employees, officers, directors or consultants of a related entity of the Company; or (iii) a permitted assign of any of the foregoing of the Company and its subsidiaries and other designated persons as designated from time to time by the Board. The Board may determine, at the time of granting an option, the term of the option and the maximum number of Common Shares that may be exercised by such optionee in any given period during the term of the option.

Any Common Shares subject to an option which for any reason is cancelled or terminated prior to exercise will be available for a subsequent grant under the Stock Option Plan. The option price of any Common Shares cannot be less than the greater of the closing market prices of the Common Shares on: (a) the last trading day immediately preceding the date of grant of the option; and (b) the date of grant of the option; provided however; that if the Common Shares are not listed on any stock exchange, the exercise price shall not be less than the fair market value of the Common Shares as may be determined by the directors on the day immediately preceding the date of the grant of such option.

The options are non-assignable and non-transferable. Options granted under the Stock Option Plan can only be exercised by the optionee as long as the optionee remains an eligible optionee pursuant to the Stock Option Plan or within 90 days (or as otherwise determined by the Board) after ceasing to be an eligible optionee, or, if the optionee dies, within one year from the date of the optionee's death.

Subject to shareholder approval in certain circumstances, the Board may from time to time amend or revise the terms of the Stock Option Plan or may terminate the Stock Option Plan at any time. The Stock Option Plan does not contain any provision for financial assistance by the Company in respect of options granted under the Stock Option Plan.

The Stock Option Plan was adopted by the Board on November 25, 2014 and was last approved and confirmed the shareholders of the Company at the meeting of the shareholders held on November 25, 2014.

Employment, Consulting and Management Agreements

Effective December 1, 2017, the Company entered into an employment agreement with Tim Jewell, Chief Executive Officer, which ended on his resignation May 1, 2019.

Effective June 1, 2017 the Company entered into an employment agreement with Siva Cherla, Chief Financial Officer. The agreement provides for an annual base salary of $150,000; stock option plan eligibility; and a discretionary cash bonus. If employment ended before the completion of a fiscal year for any reason other than voluntary resignation, then bonus earned would be calculated and paid on a pro-rated basis. He was entitled to participate in the Company's benefit plans; and entitled to 6 weeks vacation. On termination by the Company without cause, he was entitled to a payment equal to 24 months of his regular base salary (i.e. $300,000), continued participation in the group benefits plan for 24 months and the discretionary bonus. In light of the Proposed Transaction with HostPapa, Siva Cherla has agreed to waive the compensation in his employment agreement in the event of a change of control, and instead receive a lower amount of $150,000 via a severance package to be paid at Closing of the Proposed Transaction. Siva will not be receiving any compensation from HostPapa or be affiliated with HostPapa in any way after closing.

Oversight and Description of Director and Named Executive Officer Compensation

Decisions regarding the compensation of Named Executive Officers and directors are made by the Company's Compensation Committee and by the Board. When determining the compensation of the Named Executive Officers and directors, the Compensation Committee and the Board each considers the resources of the Company and the objectives of: (i) recruiting and retaining the executives and directors critical to the success of the Company and the enhancement of shareholder value; (ii) providing fair and competitive compensation; (iii) balancing the interests of management and shareholders of the Company; and (iv) rewarding performance, both on an individual basis and with respect to the business in general. In order to achieve these objectives, the compensation paid to the Named Executive Officers consists of the following two components:

(a) base fee or salary; and

(b) long-term incentive in the form of stock options.

Base Fee or Salary

The base fee or salary of each particular Named Executive Officer is determined by an assessment by the Compensation Committee and the Board of such executive's performance, a consideration of competitive compensation levels in companies similar to the Company and a review of the performance of the Company as a whole and the role such executive officer played in such corporate performance.

Long-Term Incentive

The Company has provided a long-term incentive by granting options to executive officers and directors under the Stock Option Plan. The objective of granting options is to encourage executives to acquire an ownership interest in the Company over a period of time, which acts as a financial incentive for such executive to consider the long-term interests of the Company and its shareholders. No such incentives were granted in 2019.

Option Based Awards

The Compensation Committee and the Board review the performance of the Company's management, directors and advisors from time to time, and recommends option-based awards and other compensation awards or adjustments. These decisions take into consideration corporate and individual performance and industry standards. Previous grants of option-based awards are also taken into consideration in making this determination. The experience of the Board members who are also involved as management of, or Board members or advisors to, other companies also informs decisions concerning compensation. No such awards were granted in 2019.

Pension and Retirement Plans and Payments made upon Termination of Employment

The Company does not have any pension or retirement plan which is applicable to the Named Executive Officers or directors.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLAN

The following table sets forth information with respect to all compensation plans of the Company under which equity securities are authorized for issuance as of December 31, 2019:

Equity Compensation Plan Information

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (#)	Weighted-average exercise price of outstanding options, warrants and rights ($)	Number of securities remaining available for future issuance under equity compensation plans (#)
Equity compensation plans approved by securityholders	13,050,000	0.20	6,661,911
Equity compensation plans not approved by securityholders	0	N/A	N/A

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (#)	Weighted-average exercise price of outstanding options, warrants and rights ($)	Number of securities remaining available for future issuance under equity compensation plans (#)
Total	13,050,000	0.20	6,661,911

Note:

(1) The Stock Option Plan is a "rolling" stock option plan whereby the maximum number of Common Shares that may be reserved for issue pursuant to the Stock Option Plan will not exceed 20% of the outstanding Common Shares at the time of the stock option grant. As at the date of this Circular, 19,711,911 stock options may be issued under the Stock Option Plan, 13,050,000 stock options are outstanding and an additional 6,661,911 Common Shares are reserved for issue and remain available for future issue under the Stock Option Plan.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

No director or officer of the Company or person who acted in such capacity in the last financial year of the Company, or any other individual who at any time during the most recently completed financial year of the Company was a director of the Company or any associate of the Company, is indebted to the Company, nor is any indebtedness of any such person to another entity the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company.

AUDIT COMMITTEE INFORMATION

Canadian Securities Administrators' *National Instrument 52-110 – Audit Committees* ("**NI 52-110**") requires that certain information regarding the Audit Committee of a "venture issuer" (as that term is defined in NI 52-110) be included in an AIF or the management information circular sent to shareholders in connection with the issuer's annual meeting. The Company is a "venture issuer" for the purposes of NI52-110.

Audit Committee Charter

The full text of the charter of the Company's Audit Committee is attached hereto as Schedule "A".

Composition of the Audit Committee

The Audit Committee members are currently Paul Nicholls and Siva Cherla, each of whom is a director of the Company and financially literate. Mr. Nicholls is independent in accordance with NI 52-110.

Scott Allen served as a member of the Audit Committee at the time of the Company's most recent audit dated December 31, 2018. Mr. Allen resigned as Director effective October 31, 2019 and was replaced by Louisa Jewell.

Relevant Education and Experience

The following is a description of the education and experience of each member of the Audit Committee that is relevant to the performance of his responsibilities as an Audit Committee member and, in particular, any education or experience that would provide the member with:

1. an understanding of the accounting principles used by the Company to prepare its financial statements;

2. the ability to assess the general application of such accounting principles in connection with the accounting for estimates, accruals and reserves;

3. experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the Company's financial statements, or experience actively supervising one or more persons engaged in such activities; and

4. an understanding of internal controls and procedures for financial reporting.

Siva Cherla, Chief Financial Officer and Director – Between 2005 and 2017, Mr. Cherla has served as Senior Vice President and Chief Financial Officer of Brainhunter Systems Ltd., a Professional Technology Staffing and ATS/CRM software developer and vendor, and between 1999 and 2005 Mr Cherla served as Vice President/Controller, Financial & Management Reporting with Merrill Lynch Canada Inc. Mr. Cherla holds a Master of Business Administration degree from the University of Ottawa, majoring in Finance, and a Master of Commerce with a major in Accounting from the University of Agra.

Paul Nicholls, Director – Mr. Nicholls is a chartered professional accountant and has worked at senior manager and executive level positions in various departments, including Real Estate Operations, Capital Investment and Risk Management, at Royal Bank of Canada since 1994. Mr. Nicholls holds a Master of Business Administration degree from the University of Windsor, Ontario.

Louisa Jewell, Director – Ms. Jewell, is the founder of the Canadian Positive Psychology Association (CPPA-2012). CPPA is a non-profit organization whose main goal is promote the psychological health of Canadians through the research and application of positive psychology. She has a Masters in Applied Positive Psychology from the University of Pennsylvania.

Audit Committee Oversight

Since the commencement of the Company's most recently completed financial year, there has not been a recommendation of the Audit Committee to nominate or compensate an external auditor which was not adopted by the Board.

Reliance on Exemptions in NI 52-110 regarding De Minimis Non-Audit Services or on a Regulatory Order Generally

Since the commencement of the Company's most recently completed financial year, the Company has not relied on:

1. the exemption in section 2.4 (*De Minimis Non-audit Services*) of NI 52-110 (which exempts all non-audit services provided by the Company's auditor from the requirement to be pre-approved by the Audit Committee if such services are less than 5% of the auditor's annual fees charged to the Company, are not recognized as non-audit services at the time of the engagement of the auditor to perform them and are subsequently approved by the Audit Committee prior to the completion of that year's audit); or

2. an exemption from the requirements of NI 52-110, in whole or in part, granted by a securities regulator under Part 8 (*Exemptions*) of NI 52-110.

Pre-Approval Policies and Procedures

The Audit Committee has adopted specific policies and procedures for the engagement of non-audit services as described in the Charter.

Audit Fees

The following table provides details in respect of audit, audit related, tax and other fees billed by the external auditor of the Company for professional services rendered to the Company during the fiscal years ended December 31, 2019, 2018 and 2017:

	Audit Fees ($)	**Audit-Related Fees ($)**	**Tax Fees ($)**	**All Other Fees ($)**
Year ended December 31, 2019	35,000	Nil	10,000	Nil
Year ended December 31, 2018	35,000	Nil	10,000	Nil
Year ended December 31, 2017	35000	Nil	10,000	Nil

Audit Fees – aggregate fees billed for professional services rendered by the auditor for the audit of the Company's annual consolidated financial statements as well as services provided in connection with statutory and regulatory filings.

Audit-Related Fees – aggregate fees billed for professional services rendered by the auditor and were comprised primarily of audit procedures performed related to the review of quarterly financial statements and related documents.

Tax Fees – aggregate fees billed for tax compliance, tax advice and tax planning professional services. These services included reviewing tax returns and assisting in responses to government tax authorities.

All Other Fees – aggregate fees billed for professional services which included accounting advice and advice related to relocating employees.

SPECIAL BUSINESS TO BE ACTED UPON AT THE MEETING – PROPOSED TRANSACTION

Proposed Transaction

On, February 6th, 2020, the Company announced that it had entered into a binding letter of agreement dated February 6th, 2020 with HostPapa, Inc. and its wholly-owned subsidiary 1241017 B.C. Ltd., pursuant to which HostPapa would acquire Data Deposit by way of the Proposed Transaction.

On February 18, 2020, the parties entered into a business combination agreement (the "**Combination Agreement**") pursuant to which the parties agreed to combine their businesses through the amalgamation of Data Deposit and Subco. Data Deposit and Subco are both British Columbia companies. Under the Combination Agreement, it is proposed that upon completion of the amalgamation (the "**Amalgamation**"), Data Deposit and Subco will amalgamate under the *Business Corporations Act* (British Columbia)(the "**BCBCA**") and continue as one corporation ("**Amalco**"), which will be a wholly-owned subsidiary of HostPapa. Amalco will have two classes of shares: (i) common shares without par value with voting rights attached thereto; and (ii) redeemable preferred shares ("**Amalco Redeemable Preferred Shares**") which, immediately upon issue on completion of the Amalgamation will be redeemed for the Redemption Price (defined below). The Combination Agreement contemplates that after receipt of all required approvals, the parties will enter into an amalgamation agreement ("**Amalgamation Agreement**") to effect the Amalgamation, a copy of which is attached hereto as Schedule "C". On completion of the Amalgamation, the previously issued common shares of Subco owned by HostPapa will be cancelled and HostPapa will receive one common share of Amalco for each common share of

Subco held by it and the Company's previously issued Common Shares will be cancelled and each shareholder of the Company (a "**Shareholder**") (excluding any Dissenting Shareholders) will receive one Amalco Redeemable Preferred Share for each Common Share held by them.

The aggregate redemption price (the "**Redemption Price**") payable to the Shareholders upon redemption of all of the issued Amalco Redeemable Preferred Shares will be $1,231,170.32. The Redemption Price paid per each Amalco Redeemable Preferred Share will be determined on the effective date (the "**Effective Date**") of the Amalgamation based on the total number of Amalco Redeemable Preferred Shares issued to the Shareholders. The Redemption Price is currently anticipated to be equal to Cdn Cdn.$0.012491639, based on the number of Shares outstanding at the Determination Date being equal to 98,559,577. It is not anticipated that any outstanding options will be exercised or that any additional shares will be issued prior to the Effective Date. As at the date of this Circular, no outstanding Options are In the Money. If any additional Data Deposit Shares are issued, Data Deposit will provide to the Depository the funds required for the additional redemptions.

Immediately before the Effective Date, HostPapa will loan Subco $1,231,170.66 and Subco will direct HostPapa to deliver the funds to Capital Transfer Agency Inc. (the "**Depositary**") to pay for the redemption of the Amalco Redeemable Preferred Shares. Upon delivery to the Depositary of the share certificates evidencing their Common Shares, Shareholders will receive a cash amount equal to the Redemption Price in respect of each Common Share so delivered.

Refer to "*Provisions of the Amalgamation Agreement*" below for further details on the proposed Amalgamation and "*Provisions of the Combination Agreement*" below for further details on the Combination Agreement.

HostPapa, is a corporation incorporated under the laws of the Province of Ontario. Subco, a corporation incorporated under the laws of the Province of British Columbia, is a wholly-owned subsidiary of HostPapa. Subco was incorporated solely for the purpose of effecting the Amalgamation and has not otherwise carried on any material business or activity. The registered offices of HostPapa and operations office of Subco are 5063 North Service Road, Suite 100, Burlington, ON L7L 5H6. The registered office of Subco is Suite 1100, 736 Granville Street, Vancouver, BC V6Z 1G3.

Outstanding Options

The Company has amended the terms of the Stock Option Plan to provide that each In-the Money Option will be deemed to be exercised at 5:00 p.m. on the date immediately prior to the Effective Date (the "**Determination Date**") in exchange for an amount equal to: (i) the Redemption Price minus (ii) the exercise price of such Option or portion thereof, which amount will be satisfied by (A) the withholding and remittance of any amount required to be withheld and remitted by applicable laws and (B) as to any aggregate balance in respect of a holder of Options, by the issuance to such holder of the number of Common Shares determined by dividing such aggregate balance by the Redemption Price payable in respect of each In-the-Money Option so exchanged (and provided that any fractions will be rounded down to the nearest whole number). All other Options will be cancelled and the Stock Option Plan will be terminated at 5:00 p.m. on the Determination Date.

Amalgamation Resolution and Proposed Effective Date

In order to complete the Proposed Transaction, at the Meeting, Shareholders will be asked to consider and, if thought advisable, to pass, with or without amendment, a special resolution (the "**Amalgamation**

Resolution"), being a special resolution approving the Amalgamation Agreement and the Amalgamation upon substantially the terms and conditions set out in the Amalgamation Agreement. The full text of the Amalgamation Resolution is attached to this Information Circular as Schedule "B" and a copy of the form of the Amalgamation Agreement is attached to this Information Circular as Schedule "C".

The Amalgamation Resolution must be approved by at least $66^2/_3\%$ of the votes cast by Shareholders present in person or by proxy at the Meeting.

If the Amalgamation Resolution is approved and the conditions set out within are satisfied, at the Effective Time, the Company and Subco will amalgamate and continue as Amalco. Shareholders (other than any Dissenting Shareholders) will receive one Amalco Redeemable Preferred Share for each Share held. In accordance with their terms, each such Amalco Redeemable Preferred Share received on the Amalgamation will be redeemed for the Redemption Price immediately following their issuance on the Effective Date. The Effective Date of the Amalgamation is expected to be on or about March 14, 2020.

Reasons for the Amalgamation

The Board is of the view that the Redemption Price, which Shareholders will receive in cash for each Share, represents a fair price having regard to the market price of the Shares. The determination that the Redemption Price is fair to Shareholders is based in part upon an analysis of the Company's strengths and weaknesses, historical financial results and expectations for future performance. The Amalgamation will also allow each Shareholder to dispose of the Shares for cash proceeds equal to the Redemption Price, without incurring brokerage fees or commissions. See "*Special Business to be Acted Upon at the Meeting – Reasons for the Recommendation*".

Recommendation of the Board of Directors

The Board of Directors has unanimously approved the Proposed Transaction, the Amalgamation Agreement and the Amalgamation contemplated thereunder and has determined unanimously that the Amalgamation is fair to the Shareholders. **ACCORDINGLY, THE BOARD UNANIMOUSLY RECOMMENDS THAT SHAREHOLDERS VOTE <u>FOR</u> THE AMALGAMATION RESOLUTION AT THE MEETING.**

All the directors of the Company have advised the Company that they intend to vote all Shares over which they have direction or control in favour of the Amalgamation Resolution.

Reasons for the Recommendation

In determining that the terms of the Proposed Transaction are fair to Shareholders and recommending that the Board approve that Shareholders vote in favour of the Amalgamation Resolution, the Board considered, among other things, the following:

- the Redemption Price, assuming it is not further adjusted, rounded to 4 decimals, at 0.0125, represents a premium of ~32% over the weighted average price of the Common Shares on the CSE for the 20 days prior to the announcement of the Proposed Transaction and a premium of ~150% over the $0.005 closing price of the Common Shares on February 5, 2020, the last trading date preceding the announcement of the Proposed Transaction;

- the Board concludes that the Redemption Price is fair, from a financial point of view, to the Shareholders;

- the terms of the Amalgamation Agreement, including the right retained by the Company to enter into negotiations in respect of an unsolicited alternative proposal if the Board determines in good faith that the proposal constitutes a Superior Proposal;

- the terms of the Amalgamation Agreement that permit, in limited circumstances, the Company to terminate the Proposed Transaction without payment of a termination fee;

- the Board publicly disclosed a strategic review process on October 2, 2019. The Board retained the services of a financial advisor that contacted additional parties to determine interest in the strategic review process. After careful consideration, including a thorough review of each potential counterparty, and a thorough review of other matters, following consultation with its financial and legal advisors, the Board unanimously determined that the Proposed Transaction with HostPapa is in the best interests of the Company;

- the Company has faced challenges for many years due to the strategic changing landscape for cloud storage. Cloud back up storage has increasing become a commodity-like service, thus driving prices down significantly. Large businesses entering the market have exacerbated these difficulties for the Company;

- the Company's revenue has continually declined as customers have been lost or turnover has occurred at a much lower fee rate. The Company continued to look for ways to reduce costs, increase revenue and to bring new products to the market, though these strategies have not been completely successful. As per the public financial statements, the Company has not been profitable, has a deficit of over ten million dollars, a going concern note, declining cash balance and declining revenue on only 2,800 customers. While the Company continues to operate as a stand-alone entity with a strong product, the Board considers a strategic change with funding, within a short time frame, to be a priority in order to be able to continue to operate in a very competitive environment; and

- the Board accelerated the search for a strategic option that would maximize value for shareholders, protect customers, and fairly treat its employees given the illness and death of its CEO and Founder. INFOR Financial Inc. was retained to assist, and found that HostPapa presented the highest value offer to shareholders and provided a strong strategic fit for its product.

The following is the process that lead to the Proposed Transaction:

- Subsequent to the illness and death of Data Deposit's CEO and Founder, Tim Jewell, the Company engaged INFOR Financial Inc. ("**INFOR**") as its financial advisor to assist it in a search for strategic partners or acquirers. In pursuit of creating shareholder value, the Company entered into confidentiality agreements with a number of different credible counterparties at various times, including HostPapa. This approach allowed the counterparties (who were subject to the confidentiality agreements) to become familiar with the Company and its operating business. In November 2019, HostPapa commenced its due diligence review of the Company, including with a management meeting.

- In December 2019, multiple third parties submitted non-binding offers to acquire the Company or substantially all of its assets. However, the consideration from these offers, which ranged from all-share offers to cash, was determined by the Board to be uncompetitive. Negotiations with these parties were subsequently terminated.

- After receiving a presentation from and the views of INFOR on December 18, 2019, the Board recommended that the Company enter into the non-binding offer with HostPapa and agree to a limited period of exclusivity. On December 20, 2019, the Company and HostPapa entered into the non-binding offer letter, which provided indicative terms, subject to confirmatory due diligence, completion of definitive documentation, and a binding period of exclusivity ending January 24, 2020.

- On January 28, 2020, HostPapa submitted a binding offer for the acquisition of 100% of the Company's shares for $0.012491639 per share in cash. After discussion, and taking into account the best interests of the Shareholders and the impact of the Amalgamation on other stakeholders of the Company, and after consultation with its financial and legal advisors, the Board unanimously determined that the Amalgamation is fair to Shareholders and is in the best interests of the Company. Accordingly, the Board unanimously recommended that the Board approve the Amalgamation Agreement and recommend that Shareholders vote in favour of the Amalgamation.

- A binding letter of agreement was signed with HostPapa and a news release announcing the Amalgamation was issued by the Company on February 6, 2020.

The Board truly believes this is the best option for Data Deposit that will bring some value to shareholders, as well as protect customers and deal fairly with employees. Prior to Tim Jewell's illness, Data Deposit tried for years to seek out companies that would strategically partner or buy out Data Deposit, but was never successful at securing a bona fide offer. The Board unanimously recommends shareholders approve the Agreement.

The foregoing discussion of the information and factors considered by the Board is not intended to be exhaustive, but includes all material factors considered in the Board reaching the determination as to the fairness of the Proposed Transaction and the unanimous recommendation that Shareholders vote for the Amalgamation Resolution.

Details of the Proposed Transaction

The following are details of the Amalgamation and a summary of the relevant provisions of the Amalgamation Agreement. A copy of the Amalgamation Agreement is attached to this Information Circular as Schedule "C".

Provisions of the Amalgamation Agreement

Pursuant to the terms of the Amalgamation Agreement, the Company and Subco will amalgamate and continue as one corporation. The name of Amalco shall be such designating number as may be assigned to Amalco by the Registrar of Companies for British Columbia (the "**Registrar**") followed by the words "B.C. Ltd.", or such other name as mutually agreed to by the parties. The registered office of Amalco will be situated in the City of Toronto, in the Province of Ontario. The property of each of the Company and Subco will become the property of Amalco, which will continue to be liable for the obligations of each of the Company and Subco. Assuming the approval of the Amalgamation Resolution and the other conditions of closing described in the Amalgamation Agreement, the Amalgamation will become effective on the Effective Date. The Company expects to obtain the Certificate of Amalgamation shortly after it receives approval of the Amalgamation Resolution from the Shareholders at the Meeting.

The authorized share capital of Amalco will consist of an unlimited number of common shares without par value having voting rights attached thereto ("**Amalco Common Shares**")and an unlimited number of

Amalco Redeemable Preferred Shares. The rights, privileges, restrictions and conditions attaching to each class of shares of Amalco are as described in the Amalgamation Agreement annexed to this Information Circular as Schedule "C". On the Effective Date, each issued and outstanding Share, other than those held by Dissenting Shareholders will be exchanged for one Amalco Redeemable Preferred Share and each issued and outstanding common share of Subco (a "**Subco Common Share**") will be exchanged for one common share of Amalco (an "**Amalco** Share").

Immediately prior to the Effective Date, HostPapa shall deliver $1,231,170.66 to the Depositary in respect of the maximum aggregate redemption price payable on the redemption of the Amalco Redeemable Preferred Shares. Immediately following the Amalgamation, Amalco shall redeem each of the Amalco Redeemable Preferred Shares at the Redemption Price. The outstanding Common Shares held by each Shareholder, other than Common Shares held by a Dissenting Shareholder who is ultimately entitled to be paid the fair value of the Common Shares held by such Dissenting Shareholder will be cancelled and replaced by one (1) Amalco Redeemable Preferred Share.

The holders of the Amalco Redeemable Preferred Shares shall not be entitled to any dividends nor shall they be entitled to receive notice of, to attend or to vote at any meeting of the shareholders of Amalco. In the event of a liquidation, dissolution or winding-up of Amalco, whether voluntary or involuntary, the holders of the Amalco Redeemable Preferred Shares shall receive, before any distribution of the assets of Amalco is made among the holders of its Amalco Common Shares, an amount equal to the Redemption Price for each Amalco Redeemable Preferred Share.

Upon completion of the Amalgamation and the subsequent redemption by Amalco of the outstanding Amalco Redeemable Preferred Shares, Amalco will become a wholly-owned subsidiary of HostPapa. The Company will thereafter apply to have its Common Shares delisted from the CSE and will apply to the applicable securities commissions for revocation of its status as a "reporting issuer".

Procedural Steps

The Amalgamation will be carried out pursuant to the provisions of the BCBCA. The following procedural steps must be taken in order for the Amalgamation to become effective:

(a) the Amalgamation must be approved by the Shareholders;

(b) all conditions precedent to the Amalgamation, as set forth in the Amalgamation Agreement, must be satisfied or waived by the appropriate party; and

(c) an amalgamation application in the form prescribed by the BCBCA must be filed with the Registrar.

There is no assurance that the conditions set out in the Amalgamation Agreement will be satisfied or waived on a timely basis.

Upon the conditions precedent set forth in the Amalgamation Agreement being fulfilled or waived, the Company intends to file the Amalgamation Application with the Registrar, together with such other materials as may be required by the Registrar, in order to give effect to the Amalgamation at the Effective Time.

Notwithstanding the foregoing, the Amalgamation Resolution proposed for consideration by the Shareholders authorizes the Board, without further notice to or approval of such Shareholders, subject to the terms of the Amalgamation Agreement, to amend the Amalgamation Agreement, to decide not to

proceed with the Amalgamation and to revoke the Amalgamation Resolution at any time prior to the Amalgamation becoming effective pursuant to the provisions of the BCBCA. The Amalgamation Resolution is attached as Appendix "B" to this Information Circular.

Procedures for Exchange of Common Shares for Amalco Redeemable Preferred Shares

A copy of the Letter of Transmittal is enclosed with this Information Circular. To receive the Redemption Price payable on the deemed redemption of the Amalco Redeemable Preferred Shares issuable pursuant to the Amalgamation, the applicable enclosed Letter of Transmittal must be duly completed and returned with the certificate(s) representing Common Shares and as applicable, and any other documentation as provided in the Letter of Transmittal, to the office of the Depositary specified in the Letter of Transmittal. Any Shareholder who owns Common Shares that are non-certificated should complete the Letter of Transmittal to the best of their ability, leaving the share certificate number blank. In the event that the Amalgamation is not completed, such certificates will be promptly returned. Upon surrender to the Depositary of a duly completed Letter of Transmittal, the certificate(s) representing Common Shares and any other documentation as provided in the Letter of Transmittal, the Depositary (subject to any withholdings, if applicable) shall deliver to such holder the Redemption Price payable on the deemed redemption of the Amalco Redeemable Preferred Shares to which the holder of such shares is entitled pursuant to the Amalgamation.

Shareholders whose Common Shares are registered in the name of a broker, dealer, bank, trust company or other nominee must contact their nominee to deposit their Common Shares.

Shareholders are encouraged to deliver a duly completed Letter of Transmittal together with the relevant share certificate(s) to the Depositary as soon as possible.

Neither the Company nor the Depositary are liable for failure to notify Shareholders, nor do they have any obligation to notify Shareholders, who make a deficient deposit with the Depositary.

The Company reserves the right to permit the procedure for the exchange of shares and consequent payment of the Redemption Price pursuant to the Amalgamation to be completed other than that as set out above.

From and after the Effective Time, certificates formerly representing Common Shares shall represent only the right to receive Amalco Redeemable Preferred Shares to which the holders are entitled pursuant to the Amalgamation.

The use of mail to transmit certificates representing Common Shares and the applicable Letter of Transmittal is at each Shareholder's option and risk. The Company recommends that such certificates and documents be delivered by hand to the Depositary and a receipt therefor be obtained or, if mailed, by registered mail with return receipt being used and that appropriate insurance be obtained.

In the event that the Amalgamation does not proceed, all certificates representing Common Shares transmitted with a related Letter of Transmittal will be returned to Shareholders at the name and address specified in the Letter of Transmittal by first class mail or, if no name or address is specified, at such name and such address as is shown on the register maintained by the Company.

Notwithstanding the provisions of the Information Circular, the Letter of Transmittal or the Amalgamation Agreement, the payment of the Redemption Price on redemption of Amalco Redeemable Preferred Shares or certificates representing Common Shares to be returned will not be mailed if the

Company determines that delivery thereof by mail may be delayed. Persons entitled to payment of the Redemption Price or the return of certificates and other relevant documents which are not mailed for the foregoing reason may take delivery thereof at the office of the Depositary upon application to the Depositary until such time as the Company has determined that delivery by mail will no longer be delayed. Notwithstanding the foregoing, payment of the Redemption Price or certificates and other relevant documents not mailed for the foregoing reason will be conclusively deemed to have been delivered on the first day upon which they are available for delivery at the office of the Depositary and payment for those Common Shares shall be deemed to have been immediately made upon such deposit.

If any Shareholder fails for any reason to surrender to the Depositary for cancellation, the certificates formerly representing Common Shares, together with such other documents or instruments required to entitle the holder to receive the payment of the Redemption Price for the redeemed Amalco Redeemable Preferred Shares such Shareholder is entitled to, on or before the day that is six (6) years from the Effective Date, such certificates shall cease to represent a claim by or interest of any former Shareholder of any kind or nature. On such date, all Amalco Redeemable Preferred Shares and the Redemption Price payable upon the deemed redemption of such shares to which such former holder was entitled shall be deemed to have been surrendered to Amalco.

Provisions of the Combination Agreement

Covenants

The Company has agreed to covenants in respect of the operation of its business prior to the Effective Date, including restrictions on: (a) carrying on business other than in the ordinary course and maintaining satisfactory relationships with suppliers, agents, distributors, customers and others having business relationships with it; (b) issuing, selling, pledging or otherwise issuing any Common Shares or Company subsidiary shares except pursuant to the exercise of Options or Warrants; (c) amending its articles or by-laws; (d) redeeming or offering to purchase securities of the Company's issue; (e) reorganizing, amalgamating or merging with any person; (f) settling any outstanding claims or liabilities or waiving any contractual rights, except in the ordinary course of business; (g) materially changing accounting methods or practices; (h) incurring any indebtedness or providing guarantees for indebtedness; (i) declaring or paying any dividends; (j) splitting, combining or reclassifying any of its Shares; (k) amending the terms of any employment agreements or employee plans; (l) capital expenditures exceeding $20,000 or in the aggregate $70,000; (m) relinquishing any material contractual rights; (n) entering into any interest rate, currency or commodity swaps, hedges or other similar financial instruments; or (o) cancelling or terminating insurance policies.

The Company shall promptly notify HostPapa of any actual or reasonably expected Material Adverse Change (as such term is defined in the Combination Agreement), in respect of its business or properties, and of any material governmental entity or third party complaints, investigations or hearings (or communications indicating that the same may be contemplated).

The mutual covenants of HostPapa and the Company also include: (i) restrictions on taking or refraining from taking any action that would interfere with, be inconsistent with or significantly impede the completion of the Proposed Transaction; (ii) using commercially reasonable efforts in obtaining all necessary waivers, consents and approvals required to be obtained to consummate the Proposed Transaction; (iii) to effect all necessary registrations and filings of information requested by governmental entities required in connection with the Proposed Transaction and to participate and appear in any proceedings before governmental entities in connection therewith; (iv) opposing, lifting or rescinding any injunction or restraining order or other order or action seeking to stop, or otherwise adversely affecting the ability of any party to consummate, the Proposed Transaction; (v) fulfilling all conditions of the

Proposed Transaction, and (vi) co-operating with the other in connection with the performance by it of its Proposed Transaction obligations.

Non-Solicitation Covenants

Termination of Existing Discussions

The Combination Agreement requires the Company, its subsidiaries and its or their representatives to immediately notify HostPapa of all existing Inconsistent Transactions (being generally defined therein as transactions similar in nature or effect to the Proposed Transaction) and to cease and cause to be terminated any existing solicitation, encouragement, activity, discussion or negotiation with any person with respect to any Inconsistent Transaction and to request the return or destruction by third parties of all confidential information provided to them regarding the Company.

Non-Solicitation Covenant

The Combination Agreement further provides that, except as contemplated below, the Company will not and will not through any of its representatives: (a) solicit, assist, initiate or knowingly encourage (including by way of furnishing non-public information or entering into any form of agreement, arrangement or understanding) any inquiries, proposals or offers regarding any proposed Inconsistent Transaction; (b) participate in any discussions or negotiations regarding any proposed Inconsistent Transaction; (c) except as set out below, withdraw or modify in a manner adverse to HostPapa, the Board's approval of the Proposed Transaction; (d) except as set out below, approve or recommend any proposed Inconsistent Transaction; or (e) cause the Company to enter into any agreement related to any Inconsistent Transaction other than in accordance with the provisions relating to a Superior Proposal, as summarized below.

Entering into a Non-Disclosure Agreement with Respect to an Inconsistent Transaction

If the Company receives a request for material non-public information from a person who proposes a bona fide Inconsistent Transaction in writing in respect of the Company (the existence and content of which have been disclosed to HostPapa), and the Board determines in good faith that such proposal having regard to all circumstances would, if consummated in accordance with its terms, be reasonably likely to result in a Superior Proposal, then, and only in such case, the Board may, subject to the execution by such Person of a non-disclosure agreement on terms consistent with the letter of agreement entered into between the parties on February 6th, 2020, provide such Person with access to information regarding the Company or any of its subsidiaries; provided that the Company sends a copy of any such non-disclosure agreement to HostPapa promptly upon its execution and that HostPapa is provided with a list of or, in the case of information that was not previously made available to HostPapa, copies of, any information provided to such person.

Notice to HostPapa of Inconsistent Transactions

The Company has agreed to notify HostPapa immediately of all future Inconsistent Transactions of which the Company's directors, officers, representatives and agents are or become aware, or any request for non-public information relating to the Company or any subsidiary in connection with an Inconsistent Transaction or for access to the properties, books or records of the Company or any subsidiary by any Person that informs the Company or such subsidiary that such Person is considering making, or has made, an Inconsistent Transaction. The notice must include a description of all of the material terms and conditions of any proposal including the identity of the Person making such proposal, inquiry or contact.

Notice by the Company of Superior Proposal

The Company may not accept, approve, recommend or enter into any agreement relating to an Inconsistent Transaction (other than a non-disclosure agreement as described above), unless the Board has determined in good faith that the Inconsistent Transaction constitutes a Superior Proposal (being generally defined as a proposal that is superior in nature or effect to the Proposed Transaction) and unless:

(a) it has provided HostPapa with notice in writing prior to the Meeting that there is a Superior Proposal together with all documentation related to and detailing the Superior Proposal at least five clear days prior to the date on which the Board proposes to accept, approve, recommend or enter into an agreement relating to such Inconsistent Transaction (if the Company provides HostPapa with such notice on a date that is less than five clear calendar days prior to the Meeting, the Company shall adjourn the Meeting to a date that is not less than five clear calendar days after the date the Company provided such notice); and

(b) five clear days have elapsed from the later of the date HostPapa received notice of the Company's proposed determination to accept, approve, recommend or enter into any agreement relating to such Inconsistent Transaction, and the date HostPapa received a copy of the written proposal in respect of the Inconsistent Transaction.

The Board may withdraw, modify or amend, in a manner adverse to HostPapa, its recommendation that Shareholders vote in favour of the Amalgamation Resolution, provided that: (i) the Board may do so only where such withdrawal, modification, or amendment is required in connection with exercise of their fiduciary duties after consultation with outside counsel; (ii) the Company gives HostPapa written notice of withdrawal, modification or amendment of its recommendation immediately following the decision to take such action; and (iii) the Company pays the Break Fee as described below (see "*Termination Fee and Fee Reimbursement*" below).

HostPapa's Opportunity to Match

During the five clear day period referred to above, HostPapa has the opportunity to offer to amend the terms of the Combination Agreement. The Board will review any offer by HostPapa to amend the terms of the Combination Agreement in order to determine, in its good faith in the exercise of its fiduciary duties, whether HostPapa's offer to amend the terms of the Combination Agreement upon acceptance by the Company would result in the Inconsistent Transaction not being a Superior Proposal. If the Board so determines, the Company will enter into an amended agreement with HostPapa reflecting HostPapa's amended proposal. The Company will be required to promptly reaffirm its recommendation of the Proposed Transaction by press release after: (i) any Inconsistent Transaction (which is determined not to be a Superior Proposal) is publicly announced or made; or (ii) HostPapa and the Company enter into an amended agreement.

Representations and Warranties

The Combination Agreement contains customary representations and warranties of the Company relating to matters including the following: organization and standing; capitalization; authority to enter into the Combination Agreement and no conflicts; absence of any breach of organizational documents, law or material agreements as a result of execution and delivery of the Combination Agreement; consents and approvals; absence of defaults under governing documents or material agreements; absence of material changes or events; employment matters; reports and financial statements; contracts; litigation; environmental matters; tax matters; pension and employee benefits; collective agreements; affiliates;

compliance with laws and permits; restrictions on business activities; intellectual property; and guarantees.

Conditions to the Amalgamation Becoming Effective

The implementation of the Amalgamation is subject to the following conditions being satisfied or waived by both the Company and HostPapa at or before the Effective Time (i) the Amalgamation Resolution being passed at the Meeting; (ii) the Effective Date occurring prior to June 30, 2020; (iii) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated in the Amalgamation Agreement and there shall be no proceeding of a judicial or administrative nature or otherwise, in progress or threatened, that relates to or results from the Amalgamation or the other transactions contemplated in the Amalgamation Agreement that could, if successful, result in an order or ruling that would preclude completion of the Amalgamation in accordance with the terms hereof or would otherwise be inconsistent with the consents, waiver, permits, orders and approvals which have been obtained; (iv) all applicable regulatory approvals shall have been obtained; (v) no law shall have been proposed, enacted, promulgated or applied and no legal action or proceeding shall have been commenced by any Person to cease trade, enjoin, prohibit or impose material limitations or conditions on the completion of the Proposed Transaction or the right of HostPapa to own or exercise full rights of ownership of all of the outstanding Amalco Common Shares and all of the outstanding shares of the subsidiaries owned by the Company; and (vi) the Combination Agreement shall not have been terminated as described below.

Additional Conditions under the Combination Agreement

The obligations of each of the Company and HostPapa to complete the Proposed Transaction are also subject to the fulfillment of further conditions on or before the Termination Date or such earlier time as is specified below, including:

(a) all covenants of the Company and HostPapa under the Combination Agreement to be performed on or before the Effective Date shall have been duly performed by the Company and HostPapa, as applicable, in all material respects; and

(b) the representations and warranties of the Company and HostPapa qualified by materiality shall be true and correct, and all representations and warranties not qualified by materiality shall be true and correct in all material respects as of the Effective Date.

Additional Conditions to the Obligations of HostPapa under the Combination Agreement

The obligations of HostPapa to complete the Proposed Transaction are also subject to the fulfillment of further conditions on or before the Termination Date or such earlier time as is specified below, including:

(a) since the date of the Combination Agreement, there shall not have occurred a Material Adverse Change with respect to either the Company or HostPapa, and neither the Company nor HostPapa shall have become aware of any previously undisclosed material fact which has a Material Adverse Effect on the other party;

(b) the Company shall have used commercially reasonable efforts to obtain the written consents to the Amalgamation, in form satisfactory to HostPapa, acting reasonably, of parties to material contracts with the Company containing change of control provisions which would be triggered by the completion of the Amalgamation;

(c) none of the Company or its subsidiaries shall have issued, sold, pledged, leased or disposed of, or encumbered or agreed to sell, issue, pledge, lease or dispose of or encumber or agree to accelerate the vesting or re-pricing of, any shares of the Company or any of its subsidiaries, or any security, options, waivers, calls, conversion privileges or other right of any kind to acquire any shares, except pursuant to the Options or Warrants outstanding; and

(d) the holders of not more than 10% of the issued and outstanding Common Shares shall have exercised (and not withdrawn such exercise) their Dissent Rights (defined below) in respect of the Amalgamation.

Termination

The Combination Agreement may be terminated at any time prior to the Effective Date (even if the Shareholders have approved the Amalgamation Resolution at the Meeting):

(a) by mutual written consent of the Company and HostPapa;

(b) by HostPapa, if the Company has breached any of its representations and warranties in any material respect (or, where any representation or warranty is qualified by materiality, in any respect) and such breach is not curable or, if curable, is not cured within the applicable time period as set out in the Combination Agreement;

(c) by either the Company or HostPapa if any of the applicable conditions precedent contained in the Combination Agreement is not met, and such failure is not curable or, if curable, is not cured within the applicable time period as set out in the Combination Agreement;

(d) by either the Company or HostPapa if the Shareholders fail to approve the Amalgamation Resolution;

(e) by the Company, following receipt of, and in order to accept or recommend, a Superior Proposal in compliance with the applicable provisions of the Combination Agreement; or

(f) by HostPapa, if: (i) the Board fails to recommend the Amalgamation, withdraws or modifies in a manner adverse to HostPapa its approval or recommendation of the Proposed Transaction, the Combination Agreement or the transactions contemplated thereby or fails to reaffirm such approval or recommendation within five clear days of receipt of any written request to do so by HostPapa; or (ii) pursuant to the applicable provisions of the Combination Agreement, HostPapa has been notified by the Company in writing of a Superior Proposal, within the applicable time period, and HostPapa has not made an offer to amend the terms of the Combination Agreement or, HostPapa having made such an offer, HostPapa and the Company shall not have entered into an amended Combination Agreement.

Termination Fee and Fee Reimbursement

The Company will be required to pay to HostPapa the sum of $100,000 (the "**Break Fee**") in the event that, (i) the Combination Agreement is terminated by HostPapa pursuant to paragraphs (e) or (f) under the heading "Termination" above, (ii) the Company has failed to comply with its covenants under the Combination Agreement; or (iii) the Shareholders fail to approve the Amalgamation Resolution at the

Meeting and public disclosure of an Inconsistent Transaction is made or occurs on or before the date which is six months after date of the Meeting.

Required Action by Shareholders

In order to complete the Proposed Transaction, at the Meeting, Shareholders will be asked to consider and, if thought advisable, to pass, with or without amendment, the Amalgamation Resolution, being a special resolution approving the Amalgamation upon substantially the terms and conditions set forth in the Amalgamation Agreement. The full text of the Amalgamation Resolution is attached to this Information Circular as Schedule "B" and a copy of the Amalgamation Agreement is attached to the Information Circular as Schedule "C".

The BCBCA requires that the Amalgamation Resolution be approved by not less than 66⅔% of the votes cast in person or by proxy by the Shareholders at the Meeting who are entitled to vote on the Amalgamation Resolution. The vote will be conducted at the Meeting on March 13, 2020.

Fairness Considerations

Board Review

The Board has conducted such analyses and examinations and considered such financial, economic and market criteria as it considered necessary to determine that it would be advisable and in the best interests of the Company to enter into the Amalgamation Agreement, to support and implement the Proposed Transaction and to recommend that Shareholders vote in favour of the Amalgamation Resolution. See "*Special Business to be Acted Upon at the Meeting – Proposed Transaction – Reasons for Recommendation*".

Prior Valuations

After reasonable inquiry, the Company and its directors and senior officers are not aware of any valuation conducted in respect of the Company, it securities or material assets, in the last twenty-four (24) months.

Information on HostPapa and Subco and Source of Funding

HostPapa, a corporation incorporated under the laws of the Province of Ontario, provides web hosting and related services. Subco, a wholly owned subsidiary of HostPapa, was incorporated under the laws of the Province of British Columbia solely for the purpose of effecting the Amalgamation under the Proposed Transaction and has not otherwise carried on any material business or activity. The registered offices of HostPapa and the operational office of Subco is 5063 North Service Road, Suite 100, Burlington, ON L7L 5H6. The registered office of Subco is Suite 1100, 736 Granville Street, Vancouver, BC V6Z 1G3.

Prior to the Effective Date, HostPapa will cause sufficient funds to be delivered by Subco, out of HostPapa's working capital, to the Depositary to redeem the Amalco Redeemable Preferred Shares, plus accrued interest, at the Redemption Time.

Effect of the Amalgamation on Markets and Listing

Upon the completion of the Amalgamation, Amalco will apply to the CSE for the delisting of the Common Shares. Amalco will also apply to the applicable securities regulators for the revocation of its status as a "reporting issuer" under applicable securities legislation.

Failure to Complete Proposed Transaction

If the Proposed Transaction is not completed, the Company intends to continue operating its business and to continue as a reporting issuer in the Province of Ontario.

Expenses of the Amalgamation

The expenses of the Amalgamation, including expenses incurred by the Company in respect of legal, accounting audit, mailing and printing services are estimated to be Cdn.$145,000 in aggregate. These expenses will be paid by the Company. See "*Special Business to be Acted Upon at the Meeting – Proposed Transaction*".

Legal Aspects

Multilateral Instrument 61-101 *Protection of Minority Security Holders in Special Transactions* ("**MI 61-101**"), adopted by the Ontario Securities Commission, applies to a "business combination", defined as a transaction in which a Shareholder's equity interest may be terminated, without the Shareholder's consent, that is not otherwise exempt. MI 61-101 requires formal valuations and minority shareholder votes for business combinations and related party transactions in some cases.

The Company has determined that the Amalgamation **does not constitute a "business combination"** under MI 61-101 because it is a transaction in which no person that is a related party of the issuer at the time the transaction is agreed to (i) would, as a consequence of the transaction, directly or indirectly acquire the issuer or the business or the issuer, or combine with the issuer, through an amalgamation, arrangement or otherwise, whether alone or with joint actors, (ii) is a party to any connected transaction to the transaction, or (iii) is entitled to receive, directly or indirectly, as a consequent of the transaction (A) consideration per equity security that is not identical in amount and form to the entitlement of the general body of holders in Canada of securities of the same class, (B) a collateral benefit that would cause it to be considered a business combination, or (C) consideration for securities of a class of equity securities of the issuer if the issuer has more than one outstanding class of equity securities, unless that consideration is not greater than the entitlement of the general body of holders in Canada of every other class of equity securities of the issuer in relation to the voting and financial participating interest in the issuer represented by the respective securities. Siva Cherla is receiving a severance payment that is a collateral benefit, but not one that causes this to be considered a "business combination" given that he owns no Shares.

The Company has also determined that the Amalgamation does not constitute a "related party transaction" or a "connected transaction" under MI 61-101.

Accordingly the Amalgamation is exempt from the MI 61-101 requirement for a formal valuation and the requirement for minority approval of the transaction.

The Company, after reasonable inquiry, is not aware of any prior valuation that would be required to be disclosed pursuant to MI Rule 61-101.

Under the BCBCA, the Amalgamation requires the filing of an Amalgamation Application to the Registrar specifying the time and date the amalgamation is to be effected. The Registrar will automatically effect the amalgamation at that time. It is standard practice to pre-file the Amalgamation Application and set the effective time as 12:01 a.m. on the desired effective date. Pursuant to the BCBCA, the Amalgamation Agreement, a draft of the Amalgamation Application and the proposed Articles of Amalco have been attached to this Information Circular as Schedule "C".

DISSENTING SHAREHOLDERS RIGHTS

The following description of the right to dissent to which registered Shareholders are entitled is not a comprehensive statement of the procedures to be followed by a Dissenting Shareholder (defined below) who seeks payment of the fair value of their Common Shares and is qualified in its entirety by the reference to the full text of Division 2 of Part 8 of the BCBCA which is attached to this Information Circular as Schedule "D". A Shareholder who intends to exercise the right to dissent (a "Dissenting Shareholder") should carefully consider and comply with the provisions of the BCBCA. Failure to adhere to the procedures established therein may result in the loss of all rights thereunder. Accordingly, each Dissenting Shareholder who might desire to exercise dissent rights ("Dissent Rights") should consult their own legal advisor.

Subject to certain tests as described below, Dissenting Shareholders are entitled, in addition to any other right such Dissenting Shareholder may have, to dissent and to be paid the fair value of the Common Shares held by such Dissenting Shareholder in respect of which such Dissenting Shareholder dissents, determined as of the close of business on the last business day before the day on which the Amalgamation Resolution from which such Dissenting Shareholder's dissent was adopted. **A Dissenting Shareholder may dissent only with respect to all of the Common Shares held by such Dissenting Shareholder or on behalf of any one beneficial owner and registered in the Dissenting Shareholder's name. Only registered Shareholders may dissent. Persons who are beneficial owners of Common Shares registered in the name of a broker, dealer, bank, trust company or other nominee who wish to dissent, should be aware that they may only do so through the registered owner of such Common Shares. A registered Shareholder, such as a broker, who holds Common Shares as nominee for beneficial holders, some of whom wish to dissent, must exercise the Dissent Rights on behalf of such beneficial owners with respect to all of the Common Shares held for such beneficial owners. In such case, the demand for dissent should set forth the number of Common Shares covered by it.**

Dissenting Shareholders must provide a written objection to the Amalgamation Resolution to the Company c/o Gardiner Roberts LLP, Bay Adelaide Centre – East Tower, 22 Adelaide St W, Suite 3600, Toronto, ON M5H 4E3, Attention: Karen Anderson, by 11:00 a.m. (Eastern Time) on March 11, 2020, being two (2) business days immediately preceding the date of the Meeting, or at least two (2) business days immediately preceding the date of any adjournment of the Meeting. **No Shareholder who has voted in favour of the Amalgamation Resolution shall be entitled to dissent with respect to the Amalgamation.**

Upon proper notice of dissent having been provided to the Company, the Company and the Dissenting Shareholder may agree on an amount of the payout value of the Common Shares held by the Dissenting Shareholder. In such event, the Company must promptly (i) pay the amount to the Dissenting Shareholder, or (ii) send a notice to the Dissenting Shareholder that the Company is unable to lawfully pay such amount as there are reasonable grounds for believing that the Company is insolvent or the payment would render the Company insolvent.

In the event that the Dissenting Shareholder and the Company cannot agree on a payout value for the Common Shares, then either of the Dissenting Shareholder or the Company may apply to the Court and the Court may determine the payout value or order that the payout value be established by arbitration or by reference to the registrar or a referee of the Court and join in the application each Dissenting Shareholder, other than a Dissenting Shareholder who has entered into an agreement with the Company with respect to the payout value of their Common Shares. Upon receipt of a Court or other order determining the amount of the payout value of the Common Shares held by the Dissenting Shareholder, the Company must promptly (i) pay the amount to each Dissenting Shareholder governed by such Court or other order, or (ii) send a notice to the Dissenting Shareholders that the Company is unable to lawfully

pay such amount as there are reasonable grounds for believing that the Company is insolvent or the payment would render the Company insolvent.

The Company must not make a payment to a Dissenting Shareholder under Division 2 of Part 8 of the BCBCA if there are reasonable grounds for believing that the Company is insolvent or the payment would render the Company insolvent. In such event, the Company shall notify each Dissenting Shareholder that it is unable to lawfully pay Dissenting Shareholders for their Common Shares, in which case the Dissenting Shareholder may, by written notice to the Company within 30 days after receipt of such notice, withdraw such holder's written objection, in which case the holder shall be deemed to have participated in the Amalgamation as a Shareholder. If the Dissenting Shareholder does not withdraw such holder's written objection, such Dissenting Shareholder retains status as a claimant against the Company, to be paid as soon as the Company is lawfully entitled to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the Company, but in priority to its shareholders.

The above summary does not purport to provide a comprehensive statement of the procedures to be followed by Dissenting Shareholders who seek payment of the fair value of their Common Shares. Division 2 of Part 8 of the BCBCA requires adherence to the procedures established therein and failure to do so may result in the loss of all rights thereunder. **Accordingly, Dissenting Shareholders who might desire to exercise the right to dissent should carefully consider and comply with the provisions of Division 2 of Part 8 of the BCBCA, the full text of which is set out in Schedule "D" to this Information Circular and consult their own legal advisor. Furthermore, the exercise of a right of dissent by a Dissenting Shareholder may give rise to certain tax liabilities to such Dissenting Shareholder. Accordingly, Dissenting Shareholders should consult their own tax advisors with respect to the tax consequences of exercising a right of dissent and appraisal in their particular circumstances.**

It is a condition to the Amalgamation that Shareholders holding not greater than an aggregate of 10% of the outstanding Common Shares shall have exercised Dissent Rights in respect of the Amalgamation.

DEPOSIT OF SHARE CERTIFICATES AND REDEMPTION OF SHARES

The Letter of Transmittal sent to registered Shareholders with this Information Circular sets out the details of the procedure to be followed by each registered Shareholder for delivering the certificates representing the Shares owned by such Shareholder to the Depositary. If the Amalgamation does not proceed, the Letter of Transmittal will be of no effect and the Company will cause the Depositary to return all deposited Share Certificates representing Shares to the registered holders thereof as soon as possible. Shareholders holding Shares that are registered in the name of a broker, investment dealer, bank, trust company or other nominee must contact their nominee holder to arrange for the surrender of their Shares.

No share certificates representing Amalco Redeemable Preferred Shares of Amalco will be issued to the Shareholders upon the Amalgamation becoming effective.

Provided that a Shareholder has presented and surrendered Share Certificates to the Depositary, as soon as possible following the Effective Date, Amalco will cause a cheque to be sent to such Shareholder representing the Redemption Price for each Amalco Redeemable Preferred Share redeemed. The holders of Amalco Redeemable Preferred Shares so redeemed shall thereafter have no rights against Amalco in respect of such Shares other than to receive payment for such Shares. Any certificate, which prior to the Effective Date, represented issued and outstanding Shares which has not been surrendered on or prior to

the sixth anniversary of the Effective Date will cease to represent any claim or interest of any kind or nature against or in Amalco or the Depositary.

If a Shareholder fails to present and surrender to the Depositary Share Certificates owned by such Shareholder in accordance with the Letter of Transmittal, such Shareholder will be entitled to receive a cheque representing the proceeds payable to the Shareholder only following the presentation and surrender by the Shareholder to Amalco of all such Share Certificates. No interest will be paid by Amalco or the Depositary on any outstanding amounts of money owned to a Shareholder.

Lost Certificates

If a certificate representing Shares has been lost or destroyed, this Letter of Transmittal should be completed as fully as possible and forwarded, together with a letter describing the loss, to the Depositary. The Depositary will respond with the replacement requirements, which must be properly completed and submitted in good order to the Depositary.

REPORT ON GOVERNANCE

The Company believes that adopting and maintaining appropriate governance practices is fundamental to a well-run company, to the execution of its chosen strategies and to its successful business and financial performance. National Instrument 58-101 – *Disclosure of Corporate Governance Practices* and National Policy 58-201 – *Corporate Governance Guidelines* (collectively the "**Governance Guidelines**") of the Canadian Securities Administrators set out a list of non-binding corporate governance guidelines that issuers are encouraged to follow in developing their own corporate governance guidelines. In certain cases, the Company's practices comply with the guidelines, however, the Board considers that some of the guidelines are not suitable for the Company at its current stage of development and therefore these guidelines have not been adopted. The Company will continue to review and implement corporate governance guidelines as the business of the Company progresses and becomes more active in operations.

The following disclosure is required by the Governance Guidelines and describes the Company's approach to governance and outlines the various procedures, policies and practices that the Company and the Board have implemented.

Board of Directors

Form 58-101F2 – *Corporate Governance Disclosure (Venture Issuers)* ("**Form 58-101F2**") requires disclosure regarding how the Board facilitates its exercise of independent supervision over management of the Company by providing the identity of directors who are independent and the identity of directors who are not independent and the basis for that determination. NI 52-110 provides that a director is independent if he or she has no direct or indirect "material relationship" with the company. "Material relationship" is defined as a relationship which could, in the view of the Board, be reasonably expected to interfere with the exercise of a director's independent judgment. In addition, under NI 52-110, an individual who is, or has been within the last three years, an employee or executive officer of an issuer, is deemed to have a "material relationship" with the issuer.

The Board believes that it functions independently of management, and reviews its procedures on an ongoing basis to ensure that it is functioning independently of management. The Board meets without management present, as circumstances require. When conflicts arise, interested parties are precluded from voting on matters in which they may have an interest. In light of the suggestions contained in the

Governance Guidelines, the Board convenes meetings, as deemed necessary, of the independent directors, at which non-independent directors and members of management are not in attendance.

The Board is currently comprised of three directors being Louisa Jewell, Paul Nicholls and Siva Cherla. Paul Nicholls and Louisa Jewell are independent within the meaning of NI 52-110. Siva Cherla, the Interim Chief Executive Officer and Chief Financial Officer, is not independent as he is an executive officer of the Company and thereby has a "material relationship" with the Company. In assessing Form 58-101F2 and making the foregoing determinations, the Board has examined the circumstances of each director in relation to a number of factors.

Directorships

None of the directors of the Company currently hold directorships with other reporting issuers.

Orientation and Continuing Education

New directors receive an orientation on the role of the Board, its committees, and the nature and operation of the Company's business, which consists of the following:

- an orientation session with senior officers to receive an overview the Company's business and affairs;
- an orientation session with the Chairperson of each standing committee; and
- an orientation session with legal counsel and the representatives of the Company's auditors.

Continuing education is provided to directors through provision of literature regarding current developments and annual seminars on corporate governance developments. The Chief Executive Officer of the Company takes primary responsibility for the orientation and continuing education of directors and officers.

Ethical Business Conduct

The Board has adopted a written code of business conduct and ethics to encourage and promote a culture of ethical business conduct amongst the directors, officers, employees and consultants of the Company (collectively the "**Employees**"). Copies of the Code of Conduct are available upon written request from the Chief Executive Officer of the Company. The Board is responsible for ensuring compliance with the Company's Code of Conduct. There have been no departures from the Company's Code of Conduct since its adoption.

To ensure the directors exercise independent judgment in considering transactions and agreements in which a director or officer has a material interest, all such matters are considered and approved by the independent directors. Any interested director would be required to declare the nature and extent of his interest and would not be entitled to vote at meetings of directors which evoke such a conflict.

The Company believes that it has adopted corporate governance procedures and policies which encourage ethical behaviour by the Company's directors, officers and employees.

Nomination of Directors

The Disclosure and Corporate Governance Committee of the Board holds the responsibility for the appointment and assessment of directors.

The Disclosure and Corporate Governance Committee seeks to achieve a balance of knowledge, experience and capability among the members of the Board. When considering candidates for director, the Disclosure and Corporate Governance Committee takes into account a number of factors including, but not limited to, the following (although candidates need not possess all of the following characteristics and not all factors are weighted equally):

- personal qualities and characteristics, accomplishments and reputation in the business community;
- current knowledge and contacts in the countries and/or communities in which the Company does business and in the Company's, industry sectors or other industries relevant to the Company's business; and
- the ability and willingness to commit adequate time to Board and committee matters and be responsive to the needs of the Company.

The Board will periodically assess the appropriate number of directors on the Board and whether any vacancies on the Board are expected due to retirement or otherwise. If vacancies are anticipated, or otherwise arise, or the size of the Board is expanded, the Disclosure and Corporate Governance Committee will consider various potential candidates for director. Candidates may come to the attention of the Disclosure and Corporate Governance Committee through current directors or management, stockholders or other persons. These candidates will be evaluated at regular or special meeting of the Disclosure and Corporate Governance Committee and may be considered at any point during the year.

The Disclosure and Corporate Governance Committee considers candidates for directors by annual review of the credentials of nominees for re-election to be named in the Management's proxy's materials. The annual review considers an evaluation of the effectiveness of the Board and the performance of each director, the continuing validity of the credentials underlying the appointment of each director and the continuing compliance with the eligibility rules under applicable conflict of interest guidelines.

The Disclosure and Corporate Governance Committee, whenever considered appropriate, may direct the Chairman or the Board to advise each nominee director, prior to appointment to the Board, of the credentials underlying the recommendation of such nominee director's candidacy. The Disclosure and Corporate Governance Committee may recommend to the Board at the annual meeting of the Board, the allocation of Board members to each of the Board committees, and where a vacancy occurs at any time in the membership of any Board committee, the Disclosure and Corporate Governance Committee may recommend to the Board a member to fill such vacancy. The Disclosure and Corporate Governance Committee has the sole authority to retain and terminate any search firm to be used to identify nominee director candidates, including the sole authority to approve fees and other terms of such retention. The Disclosure and Corporate Governance Committee monitors on a continuing basis and, whenever considered appropriate, makes recommendations to the Board concerning the corporate governance of the Company.

Compensation

The Compensation Committee of the Board, composed of Messrs. Siva and Nicholls, reviews the compensation of the directors and senior officers. The Compensation Committee reviews and makes recommendations to the Board regarding the granting of stock options to directors and senior officers, compensation for senior officers, and compensation for senior officers' and directors' fees, if any, from time to time. Senior officers and directors may be compensated in cash and/or equity for their expert advice and contribution towards the success of the Company. The form and amount of cash compensation will be evaluated by the Compensation Committee, which will be guided by the following goals:

- compensation should be commensurate with the time spent by senior officers and directors in meeting their obligations and reflective of the compensation paid by companies similar to the Company in size, business and stage of development; and

- the structure of the compensation should be simple, transparent and easy for shareholders to understand. Shareholders will be given the opportunity to vote on all new or substantially revised equity compensation plans for directors as required by regulatory policies.

Other Board Committees

The Board has no standing committees other than the Audit Committee, the Compensation Committee and the Disclosure and Corporate Governance Committee.

Assessments

The Board does not consider formal assessments useful given the stage of the Company's business and operations. However, the chairman of the Board meets annually with each director individually, which facilitates a discussion of his contribution and that of other directors. When needed, time is set aside at a meeting of the Board for a discussion regarding the effectiveness of the Board and its committees. If appropriate, the Board then considers procedural or substantive changes to increase the effectiveness of the Board and its committees. On an informal basis, the chairman of the Board is also responsible for reporting to the Board on areas where improvements can be made. Any agreed upon improvements required to be made are implemented and overseen by the Disclosure and Corporate Governance Committee. A more formal assessment process will be instituted as, if, and when the Board considers it to be necessary.

OTHER MATTERS

The management of the Company knows of no other matters to come before the Meeting other than as set forth in the Notice. However, if other matters which are not known to management should properly come before the Meeting, the accompanying form of proxy will be voted on such matters in accordance with the best judgment of the person or persons voting the proxy.

LEGAL MATTERS

Gardiner Roberts LLP, counsel to Data Box and Woolford Venture Law, counsel to HostPapa, and K. MacInnes Law Group, British Columbia counsel, have provided legal advice upon corporate and securities law matters in connection with the Proposed Transaction.

ADDITIONAL INFORMATION

Additional information relating to the Company is available on SEDAR at www.sedar.com.

Shareholders may contact the Company in order to request copies of: (i) this Circular; and (ii) the Company's consolidated financial statements and the related management's discussion and analysis (the "**MD&A**") which will be sent to the shareholder without charge upon request. Financial information is provided in the Company's consolidated financial statements with the auditors' report and MD&A for its financial year ended December 31, 2018. These documents are also available for review on SEDAR, along with Combination Agreement and the Interim Financial Statements for the 9-months ended September 30, 2019. The Company is working on it consolidated financial statements and MD&A for its financial year ended December 31, 2019 and hopes to file them and have them posted on SEDAR prior to the Meeting date.

APPROVAL OF THIS INFORMATION CIRCULAR

The contents of this Circular have been approved, and the delivery of it to each shareholder entitled thereto and to the appropriate regulatory agencies has been authorized by the Board pursuant to a resolution passed on February 18, 2020.

SCHEDULE "A"
AUDIT COMMITTEE CHARTER

DATA DEPOSIT BOX INC.

(the "**Corporation**")

AUDIT COMMITTEE CHARTER

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

1. Composition

   (a) *Number of Members*. The Audit Committee must be comprised of a minimum of three directors of the Corporation, at least half of whom will be independent. Independence of the board members will be as defined by applicable legislation.

   (b) *Chair*. Audit Committee members will appoint a chair of the Audit Committee (the "**Chair**") to serve for a term of one (1) year on an annual basis. The Chair may serve as the chair of the Audit Committee for any number of consecutive terms.

   (c) *Financially Literacy*. All members of the audit committee will be financially literate as defined by applicable legislation. If upon appointment a member of the Audit Committee is not financially literate as required, the person will be provided with a period of three months to acquire the required level of financial literacy.

2. Meetings

   (a) *Quorum*. The quorum required to constitute a meeting of the Audit Committee is set at a majority of members.

   (b) *Agenda*. The Chair will set the agenda for each meeting, after consulting with management and the external auditor. Agenda materials such as draft financial statements must be circulated to all Audit Committee members for members to have a reasonable amount of time to review the materials prior to the meeting.

   (c) *Notice to Auditors*. The Corporation's auditors (the "Auditors") will be provided with notice as necessary of any Audit Committee meeting, will be invited to attend each such meeting and will receive an opportunity to be heard at those meetings on matters related to the Auditor's duties.

   (d) *Minutes*. Minutes of the Audit Committee meetings will be accurately recorded, with such minutes recording the decisions reached by the committee.

3. Roles and Responsibilities

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

External Auditor

The Audit Committee will:

(a) *Selection of the external auditor*. Select, evaluate and recommend to the Board, for shareholder approval, the Auditor to examine the Corporation's accounts, controls and financial statements.

(b) *Scope of Work*. Evaluate, prior to the annual audit by the Auditors, the scope and general extent of the Auditor's review, including the Auditor's engagement letter.

(c) *Compensation*. Recommend to the Board the compensation to be paid to the external auditors.

(d) *Replacement of Auditor*. If necessary, recommend the replacement of the Auditor to the Board.

(e) *Approve Non-Audit Related Services*. Pre-approve all non-audit services to be provided by the Auditor to the Corporation or its subsidiaries.

(f) *Direct Responsibility for Overseeing Work of Auditors*. Must directly oversee the work of the Auditor. The Auditor must report directly to the Audit Committee.

(g) *Resolution of Disputes*. Assist with resolving any disputes between the Corporation's management and the Auditors regarding financial reporting.

Consolidated Financial Statements and Financial Information

The Audit Committee will:

(a) *Review Audited Financial Statements*. Review the audited consolidated financial statements of the Corporation, discuss those statements with management and with the Auditor, and recommend their approval to the Board.

(b) *Review of Interim Financial Statements*. Review and discuss with management the quarterly consolidated financial statements, and if appropriate, recommend their approval by the Board.

(c) *MD&A, Annual and Interim Earnings Press Releases, Audit Committee Reports*. Review the Corporation's management discussion and analysis, interim and annual press releases, and audit committee reports before the Corporation publicly discloses this information.

(d) *Auditor Reports and Recommendations*. Review and consider any significant reports and recommendations issued by the Auditor, together with management's response, and the extent to which recommendations made by the Auditor have been implemented.

Risk Management, Internal Controls and Information Systems

The Audit Committee will:

(a) *Internal Control*. Review with the Auditors and with management, the general policies and procedures used by the Corporation with respect to internal accounting and financial controls. Remain informed, through communications with the Auditor, of any weaknesses in internal control that could cause errors or deficiencies in financial reporting or deviations from the accounting policies of the Corporation or from applicable laws or regulations.

(b) *Financial Management*. Periodically review the team in place to carry out financial reporting functions, circumstances surrounding the departure of any officers in charge of financial reporting, and the appointment of individuals in these functions.

(c) *Accounting Policies and Practices*. Review management plans regarding any changes in accounting practices or policies and the financial impact thereof.

(d) *Litigation*. Review with the Auditors and legal counsel any litigation, claim or contingency, including tax assessments, that could have a material effect upon the financial position of the Corporation and the manner in which these matters are being disclosed in the consolidated financial statements.

(e) *Other*. Discuss with management and the Auditors correspondence with regulators, employee complaints, or published reports that raise material issues regarding the Corporation's financial statements or disclosure.

Complaints

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

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

4. Authority

(a) *Auditor*. The Auditor, and any internal auditors hired by the Corporation, will report directly to the Audit Committee.

(b) *To Retain Independent Advisors*. The Audit Committee may, at the Corporation's expense and without the approval of management, retain the services of independent legal counsels and any other advisors it deems necessary to carry out its duties and set and pay the monetary compensation of these individuals.

5. Reporting

The Audit Committee will report to the Board on:

(a) the Auditor's independence;

(b) the performance of the Auditor and any recommendations of the Audit Committee in relation thereto;

(c) the reappointment and termination of the Auditor;

(d) the adequacy of the Corporation's internal controls and disclosure controls;

(e) the Audit Committee's review of the annual and interim consolidated financial statements;

(f) the Audit Committee's review of the annual and interim management discussion and analysis;

(g) the Corporation's compliance with legal and regulatory matters to the extent they affect the financial statements of the Corporation; and

(h) all other material matters dealt with by the Audit Committee

SCHEDULE "B"
AMALGAMATION RESOLUTION

Special Resolution to Approve Amalgamation by way of Combination Agreement

This resolution must be approved by 66⅔% of the votes cast by Shareholders who vote in person or by proxy in respect of this resolution at the Meeting, being an aggregate of 65,706,385 of the 98,559,577 Shares outstanding as of the Information Circular date.

IT IS RESOLVED as a special resolution of the Company that:

1. the amalgamation (the "**Amalgamation**") of the Company with an subsidiary of HostPapa, Inc. ("**HostPapa**") pursuant to the combination agreement dated February 18, 2020, between HostPapa, its subsidiary and the Company (the "**Combination Agreement**"), as more particularly described in the information circular (the "**Circular**") of the Company dated February 18, 2020, as the Amalgamation may be modified or amended, is hereby approved;

2. the amalgamation agreement (the "**Amalgamation Agreement**") substantially in the form attached as a schedule to the Circular, and the entering into of the Amalgamation Agreement between the Company and HostPapa, among others, as the same may have been amended, is hereby approved;

3. notwithstanding that this Special Resolution has been duly passed by the shareholders of the Company, the board of directors of the Company may, in their sole discretion and without further approval of the shareholders of the Company, (i) amend the Amalgamation Agreement or the Combination Agreement to the extent permitted by the Combination Agreement and described in the Circular, or (ii) not proceed with the Amalgamation, subject to compliance with the terms of the Combination Agreement as further described in the Circular; and

4. any director or officer of the Company be and is hereby authorized and directed for and on behalf of and in the name of the Company, to do all acts and things and to execute, whether under the corporate seal of the Company or otherwise, and deliver all such documents and instruments as may be considered necessary or desirable to give effect to the foregoing.

SCHEDULE "C"
AMALGAMATION AGREEMENT

FORM OF AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT is dated as of the _____ day of _____, 2020

AMONG:

HOSTPAPA, INC., a corporation incorporated under the *Business Corporations Act* (Ontario)

("**HostPapa**")

- and -

1241017 B.C. Ltd., a corporation incorporated under the *Business Corporations Act* (British Columbia)

("**Subco**")

- and -

DATA DEPOSIT BOX INC., a corporation incorporated under the *Business Corporations Act* (British Columbia)

("**Corporation**")

WHEREAS:

A. The Corporation and Subco have agreed to amalgamate and continue as one corporation to be known as "1241017 B.C. Ltd." pursuant to the *Business Corporations Act* (British Columbia) and in accordance with the terms and conditions hereinafter set forth;

B. The authorized capital of the Corporation consists of an unlimited number of common shares ("**Common Shares**") of which, as of the date hereof, 98,559,577 Common Shares are issued and outstanding;

C. The authorized capital of Subco consists of an unlimited number of common shares ("**Subco Common Shares**") of which 1 Subco Common Share is issued and outstanding;

D. The Corporation and Subco have each made disclosure to the other of their respective assets and liabilities; and

E. It is desirable that the Amalgamation be effected.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties agree as follows:

1. **Interpretation**

In this Agreement, including the recitals hereto, the following words and expressions shall have the respective meanings ascribed to them below:

"**Affiliate**" has the meaning ascribed thereto in Section 1(1) of the BCBCA;

"**Agreement**" means this amalgamation agreement, including its recitals, schedules and appendices, as the same may be amended, modified or supplemented from time to time, and the expressions "hereof', "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this agreement;

"**Amalco**" means the corporation resulting from the Amalgamation and continuing the corporate existence of the Amalgamating Corporations;

"**Amalco Common Shares**" means the common shares in the capital of Amalco having the rights, privileges, restrictions and conditions set forth in section 27.1 of the articles of Amalco, a copy of which articles is attached hereto as Appendix II;

"**Amalco Redeemable Preferred Shares**" means the redeemable preferred shares in the capital of Amalco having the rights, privileges, restrictions and conditions set forth in section 27.2 of the articles of Amalco, a copy of which articles is attached hereto as Appendix II;

"**Amalgamating Corporations**" means, collectively, the Corporation and Subco, and **"Amalgamating Corporation"** means either of them, as applicable;

"**Amalgamation**" means the amalgamation of the Amalgamating Corporations pursuant to the provisions of the BCBCA in the manner as contemplated in and pursuant to this Agreement;

"Amalgamation Application" means Form 13 Amalgamation Application to be filed with the Registrar in order to effect to the Amalgamation, in the form attached hereto as Appendix I;

"**BCBCA**" means the *Business Corporations Act* (British Columbia), as amended;

"**Business Day**" means any day on which commercial banks are open for business in Toronto, Ontario and Vancouver, British Columbia other than a Saturday, Sunday or any other day that is treated as a statutory holiday under the provincial laws of Ontario or British Columbia, or under the federal laws of Canada;

"Certificate of Amalgamation" means the certificate of amalgamation to be issued by the Registrar, evidencing that the Amalgamation is effective;

"**Circular**" means the management information circular sent to Shareholders in connection with the Meeting;

"**Combination Agreement**" means the combination agreement dated February 18, 2020 between the Corporation, Subco and HostPapa;

"**Common Shares**" means the common shares in the capital of the Corporation;

"**Dissenting Shareholder**" means a registered Shareholder who, in connection with the special resolution of the Shareholders which approves and adopts this Agreement, has exercised the right to dissent pursuant to BCBCA Section 238 *Right to Dissent* in strict compliance with the provisions thereof and thereby

becomes entitled to receive, if the Amalgamation is completed, the fair value of his, her or its Common Shares and who has not withdrawn the notice of the exercise of such rights;

"**Dissent Rights**" means the Shareholders' rights of dissent in respect of the Amalgamation provided pursuant to sections 238 and 272 of the BCBCA.

"**Dissent Procedures**" means the dissent procedures for Shareholders set out in Division 2 of Part 8 of the BCBCA, as will more particularly be described in the Information Circular provided to Shareholders in relation to the Meeting at Schedule "E".

"**Effective Date**" means the date shown on the Certificate of Amalgamation;

"**Effective Time**" means 12:01 a.m. (Vancouver time) on the Effective Date;

"fair value" where used in relation to a Common Share held by a Dissenting Shareholder, means fair value as determined by a court under Section 238 of the BCBCA or as agreed between the Corporation and the Dissenting Shareholder;

"**Meeting**" means the annual and special meeting (and any adjournments or postponements thereof) of shareholders held on March 13, 2020 to consider the approval of the special resolution which approves and adopts this Agreement and the Amalgamation;

"Paid-up Capital" has the meaning assigned to the term "paid-up capital" in subsection 89(1) of the Tax Act;

"**Redemption Date**" means the Effective Date;

"**Redemption Price**" means $0.012491639 in respect of each Amalco Redeemable Preferred Share redeemed.

"**Registrar**" means the Registrar of Companies appointed under Section 400 of the BCBCA;

"**Shareholder**" means a holder of Common Shares;

"**Subco**" means 1241017 B.C. Ltd., a newly incorporated corporation under the BCBCA, of which the only outstanding share is owned by the Subco Shareholder;

"**Subco Common Shares**" means the common shares in the capital of Subco;

"Subco Shareholder" means the registered holder of Subco Common Shares, being HostPapa; and

"**Tax Act**" means the *Income Tax Act* (Canada), as now in effect and as it may be amended from time to time prior to the Effective Date.

2. **Paramountcy**

In the event of any conflict between the provisions of this Agreement and the provisions of the Combination Agreement, the provisions of this Agreement shall prevail.

3. **Agreement to Amalgamate**

In accordance with the Combination Agreement, the Amalgamating Corporations hereby agree to amalgamate and to continue as one corporation under the provisions of the BCBCA, upon the terms and subject to the conditions set out in this Agreement.

4. **Name**

The name of Amalco shall be such designating number as may be assigned to Amalco by the Registrar followed by the words "B.C. Ltd.", or such other name as mutually agreed to by the parties hereto.

5. **Registered Office**

Until changed in accordance with the BCBCA, the registered office of Amalco shall be located at Suite 1100, 736 Granville Street, Vancouver, British Columbia V6Z 1G3.

6. **Filing of Amalgamation Application**

Following the approval of this Agreement by the shareholders of the Amalgamating Corporations in accordance with the BCBCA, and in accordance with the terms and conditions of the Combination Agreement, including the satisfaction or waiver of all conditions precedent set forth in the Combination Agreement, the Corporation shall file the Amalgamation Application with the Registrar as provided under the BCBCA.

7. **Amalgamation Application**

The Amalgamation Application shall be in the form attached hereto as Appendix I.

8. **Effect of Amalgamation**

The Amalgamation shall be effected at the Effective Time, subject to the BCBCA, at which time:

(a) the amalgamation of the Amalgamating Corporations and their continuation as one company, Amalco, under the terms and conditions prescribed in this Agreement shall be effective and irrevocable;

(b) each of the Amalgamating Corporations shall cease to exist as entities separate from Amalco;

(c) each shareholder of each Amalgamating Corporation is bound by this Agreement;

(d) all of the property, assets, rights and interests of each of the Amalgamating Corporations shall continue to be the property, assets, rights and interests of Amalco

(e) Amalco shall be a wholly-owned subsidiary of HostPapa;

(f) Amalco shall continue to be liable for all of the liabilities and obligations of each of the Amalgamating Corporations;

(g) any existing cause of action, claim or liability to prosecution with respect to either or both of the Amalgamating Corporations shall be unaffected;

(h) a legal proceeding prosecuted or pending by or against any of the Amalgamating Corporations may be prosecuted, or its prosecution may be continued, as the case may be, by or against Amalco;

(i) any conviction against, or ruling, order or judgment in favour of or against, any of the Amalgamating Corporations may be enforced by or against Amalco;

(j) the notice of articles of Amalco are those contained in the Amalgamation Application and are in the prescribed form as required by the BCBCA; and

(k) the articles attached hereto as Appendix II shall be the articles of Amalco until repealed, amended or altered.

9. **Authorized Capital**

The authorized capital of Amalco, as set out in the notice of articles of Amalco, shall consist of an unlimited number of Amalco Common Shares and an unlimited number of Amalco Redeemable Preferred Shares. The rights, privileges, restrictions and conditions attaching to each class of shares of Amalco shall be as described in Part 27 of the Amalco articles, a copy of which articles are attached hereto as Appendix II.

10. **Share Transfer Restrictions**

The Amalco Shares shall be subject to restrictions on transfer as set out in Part 26 of the Amalco articles, a copy of which articles are attached hereto as Appendix II.

11. **Restrictions on Business**

There shall be no restrictions on the business which Amalco is authorized to carry on or the powers which Amalco may exercise.

12. **Initial Directors**

The first director of Amalco shall be the person whose name and residential address appears below:

Name	Residence Address
Jamie Opalchuk	249 North Shore Blvd. E, Burlington, ON L7T 1W8

The above director shall hold office from the Effective Time until the first annual meeting of shareholders of Amalco or until his successor is duly elected or appointed, and shall be responsible for the subsequent management and operation of Amalco.

13. **Treatment of Issued Capital**

(a) At the Effective Time:

(i) each issued and outstanding Common Share, other than those held by Dissenting Shareholders, shall be cancelled and replaced by one issued and fully paid

Amalco Redeemable Preferred Share, which shall immediately thereafter be redeemed in accordance with its terms; and

(ii) the one issued and outstanding Subco Common Share shall be cancelled and replaced by one issued and fully paid Amalco Common Share.

(b) Each Common Share held by a Dissenting Shareholder shall be deemed to be transferred by the holder thereof, without any further act or formality on its part, free and clear of all liens, claims and encumbrances, to Amalco and Amalco shall thereupon be obliged to pay the amount therefor determined and payable in accordance with section 21 below, and the name of such holder shall be removed from the central securities register as a holder of Common Shares.

(c) If a Dissenting Shareholder fails to perfect or effectively withdraws its claim under section 238 of the BCBCA or forfeits its right to make a claim under section 238 of the BCBCA or if its rights as a Shareholder are otherwise reinstated, such holder's Common Shares shall thereupon be deemed to have been converted as of the Effective Time as prescribed by subsection 13(a)(i) above.

14. **Stated Capital Accounts**

At the Effective Time:

(a) Amalco shall add to the stated capital maintained in respect of the Amalco Redeemable Preferred Shares, an amount equal to the stated capital of DDB; and

(b) Amalco shall add to the stated capital maintained in respect of the Amalco Common Shares, an amount equal to the Total Share Consideration.

15. **Certificates for Securities**

On the Effective Date:

(a) the Shareholders of Common Shares shall be deemed to be the registered holders of the Amalco Redeemable Preferred Shares to which they are entitled pursuant to subsection 13(a)(i) above, and upon surrender to Amalco of the certificates representing the issued and outstanding Common Shares held by them, such Shareholders shall be entitled, in exchange, to receive payment of the Redemption Price in respect of the corresponding Amalco Redeemable Preferred Shares of which they are the deemed registered holder thereof. For clarity, a physical certificate representing the Amalco Redeemable Preferred Shares will not be issued or issuable or delivered or deliverable to the Shareholders;

(b) HostPapa, as the registered holder of the Subco Common Share, shall be deemed to be the registered holder of the Amalco Common Share to which it is entitled hereunder and, upon surrender of the certificate(s) representing the Subco Common Share to Amalco, HostPapa shall be entitled to receive a share certificate representing the one Amalco Common Share to which it is entitled as set forth in subsection 13(a)(ii) above; and

(c) share certificates evidencing Common Shares shall cease to represent any claim upon or interest in the Corporation or Amalco other than the right of the Shareholder thereof to

receive, pursuant to the terms hereof and the Amalgamation, the applicable Amalco Redeemable Preferred Shares in accordance with subsection 13(a)(i) above;

16. **Lost Certificates**

In the event any certificate, which immediately prior to the Effective Time represented one or more of the outstanding Common Shares that were exchanged for Amalco Redeemable Preferred Shares pursuant to subsection 13(a) above, shall have been lost, stolen or destroyed, then upon:

(a) the making of an affidavit of that fact by the holder of such Common Shares claiming such certificate to be lost, stolen or destroyed;

(b) delivery of such affidavit to Amalco; and

(c) delivery to Amalco of a bond satisfactory to Amalco in such sum as Amalco may direct or the delivery of such other indemnification satisfactory to Amalco against any claim that may be made against Amalco with respect to the certificate alleged to have been lost, stolen or destroyed,

Amalco will pay the Redemption Price to the Shareholders in respect of the redeemed Amalco Redeemable Preferred Shares to which the Shareholder is entitled pursuant to subsection 13(a)(i) above in relation to such lost, stolen or destroyed certificate.

17. **Fiscal Year End**

Amalco shall have a fiscal year end of November 30.

18. **Covenants**

(a) the Corporation covenants and agrees with HostPapa and Subco that it shall:

(i) use reasonable commercial efforts to obtain a resolution of the holders of Common Shares approving the Amalgamation, this Agreement and the transactions contemplated hereby in accordance with the BCBCA;

(ii) use reasonable efforts to cause each of the conditions precedent in its favour as set forth in section 19 to be complied with; and

(iii) subject to the approval of the shareholders of each of the Corporation and Subco being obtained for the completion of the Amalgamation and subject to all applicable regulatory approvals being obtained, thereafter jointly with Subco file with the Registrar the Amalgamation Application and such other documents as may be required to give effect to the Amalgamation upon and subject to the terms and conditions of this Agreement.

(b) HostPapa covenants and agrees with the Corporation that it shall:

(i) sign a resolution as sole shareholder of Subco in favour of the approval of the Amalgamation, this Agreement and the transactions contemplated hereby in accordance with the BCBCA; and

(ii) use reasonable efforts to cause each of the conditions precedent in its favour as set forth in section 19 to be complied with.

(c) Subco covenants and agrees with the Corporation that it shall:

(i) use reasonable efforts to cause each of the conditions precedent in its favour as set forth in section 19 to be complied with; and

(ii) subject to the approval of the shareholders of each of the Corporation and Subco being obtained for the completion of the Amalgamation and subject to all applicable regulatory approvals being obtained, thereafter jointly with the Corporation file with the Registrar the Amalgamation Application and such other documents as may be required to give effect to the Amalgamation upon and subject to the terms and conditions of this Agreement.

19. **Conditions Precedent**

The respective obligations of HostPapa, the Corporation and Subco to consummate the Amalgamation as contemplated by this Agreement are subject to the satisfaction, on or before the Effective Date, of the following conditions any of which may be waived by the mutual consent of HostPapa, the Corporation and Subco without prejudice to their rights to rely on any other conditions:

(a) this Agreement and the Amalgamation shall have been approved by:

(i) the sole shareholder of Subco; and

(ii) not less than two-thirds of the votes cast by holders of Common Shares, who being entitled to do so, in person or by proxy at the Meeting vote in favour of a special resolution approving the Amalgamation in accordance with the provisions of the BCBCA;

(b) no later than the last Business Day immediately preceding the Effective Date:

(i) HostPapa shall have subscribed for 100 Subco Common Share for a subscription price equal to $1.00; and

(ii) Subco shall have directed HostPapa to deliver $1,231,170**.**77 to Capital Transfer Agency Inc. in respect of the redemption of all of the Amalco Redeemable Preferred Shares issuable pursuant to subsection 13(a)(i) in accordance with their terms;

(c) all of the conditions in favour of HostPapa and the Corporation set forth in the Combination Agreement shall have been satisfied or waived as contemplated by the Combination Agreement; and

(d) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplate by this Agreement including, without limitation, the Amalgamation..

20. **Representations and Warranties**

(a) The Corporation hereby represents and warrants to HostPapa and Subco that as of the Effective Date:

(i) the authorized and issued capital of the Corporation shall be as set forth in recital (B) of this Agreement;

(ii) no approval or consent of any person, and no filing or notification will be required, in connection with the entering into by the Corporation of this Agreement or the performance by the Corporation of its obligations hereunder (except such approvals, consents, notifications or filings as have been obtained or made); and

(iii) this Agreement shall constitute a legal, valid and binding agreement of the Corporation enforceable against it in accordance with its terms.

(b) HostPapa and Subco hereby represent and warrant to the Corporation that as of the Effective Date:

(i) the authorized and issued capital of Subco shall be as set forth in recital (C) to this Agreement;

(ii) HostPapa shall be the beneficial and legal owner of all of the Subco Common Shares with good and marketable title thereto free of all liens, encumbrances, charges or adverse interests of whatsoever nature or kind;

(iii) Subco shall have no assets other than the $1,231,170.77 and Subco shall have no liabilities whatsoever (contingent or otherwise) except for liabilities under this Agreement;

(iv) No approval or consent of any person, and no filing or notification will be required, in connection with the entering into by HostPapa and Subco of this Agreement or the performance by them of their respective obligations hereunder (except such approvals, consents, notifications or filings as have been obtained or made); and

(v) this Agreement shall constitute a legal, valid and binding agreement of each of HostPapa and Subco enforceable against each of them in accordance with its terms.

(c) The representations and warranties set forth in this section 20 shall survive the Amalgamation and remain in full force and effect for the benefit of the respective parties to whom such representations and warranties are made.

21. **Dissenting Shareholders**

Holders of Common Shares may exercise Dissent Rights in connection with the Amalgamation Resolution pursuant to and in the manner set forth under section 238 of the BCBCA, provided the Shareholder strictly complies with the Dissent Procedures and provided further that holders who exercise such rights of dissent and who:

(d) are ultimately entitled to be paid fair value for their Common Shares, which fair value shall be the fair value of such shares as at the close of business on the day prior to the Meeting, shall be paid an amount equal to such fair value by Amalco; and

(e) are ultimately not entitled, for any reason, to be paid fair value for their Common Shares, shall be deemed to have participated in the Amalgamation, as of the Effective Time, on the same basis as a non-dissenting holder of Common Shares and shall be entitled to receive only the consideration contemplated in subsection 13(a)(i) above that such holder would have received pursuant to the Amalgamation if such holder had not exercised Dissent Rights,

but in no case shall the Corporation, HostPapa or Subco or any other person be required to recognize holders of Common Shares who exercise Dissent Rights as holders of Common Shares after the time that is immediately prior to the Effective Time, and the names of such holders of Common Shares who exercise Dissent Rights shall be deleted from the central securities register as holders of Common Shares at the Effective Time.

22. **Termination**

Subject to the terms of the Combination Agreement and at any time prior to the issuance of the Certificate of Amalgamation, this Agreement may be terminated by the mutual agreement of the respective boards of directors of each of the Amalgamating Corporations, without further action on the part of the shareholders of the Amalgamating Corporations, notwithstanding the approval of this Agreement by the shareholders of the Amalgamating Corporations. This Agreement shall also terminate without further notice or agreement if:

(a) the Amalgamation is not approved by the shareholders of the Corporation entitled to vote in accordance with the BCBCA; or

(b) the Combination Agreement is terminated.

If this Agreement is terminated pursuant to this section 22, this Agreement shall forthwith become void and of no further force and effect.

23. **Governing Law**

This Agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each party hereto hereby irrevocably attorns to the jurisdiction of the courts of the Province of British Columbia sitting in and for the judicial district of Vancouver in respect of all matters arising under or in relation to this Agreement.

24. **Amendment**

This Agreement may at any time and from time to time be amended by written agreement of the parties hereto without, subject to applicable law, further notice to or authorization on the part of their respective shareholders and any such amendment may, without limitation:

(a) change the time for performance of any of the obligations or acts of the parties hereto;

(b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;

(c) waive compliance with or modify any of the covenants contained herein and waive or modify performance of any of the obligations of the parties hereto; or

(d) waive compliance with or modify any other conditions precedent contained herein;

provided that no such amendment shall change the provisions hereof regarding the consideration to be received by Shareholders in exchange for their Common Shares without approval by the Shareholders given in the same manner as required for the approval of the Amalgamation.

25. **Further Assurances**

Each of the parties hereto agrees to execute and deliver such further instruments and to do such further reasonable acts and things as may be necessary or appropriate to carry out the intent of this Agreement.

26. **Assignment**

No party hereto may assign any of its rights or obligations under this Agreement without the prior written consent of each of the other parties.

27. **Binding Effect**

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

28. **Currency**

All references to cash or currency in this Agreement are to Canadian dollars unless otherwise indicated.

29. **Entire Agreement**

This Agreement and the Combination Agreement constitute the entire agreement among the parties to this Agreement relating to the Amalgamation and supersede all prior agreements and understandings, oral or written, between such parties with respect to the subject matter hereof.

30. **Counterparts**

This Agreement may be executed in one or more counterparts and by different parties in separate counterparts, each of which counterpart shall be an original document, but all of which together shall constitute one and the same instrument. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, bears the signatures of all the parties reflected hereon as signatories.

The parties have executed this Agreement.

DATA DEPOSIT BOX, INC.

Per: _____
Name: Siva Cherla
Title: Interim CEO, CFO, Director

Per: _____
Name: Paul Nicholls
Title: Director

We have authority to bind the Corporation

1241017 B.C. LTD.

Per: _____
Name: Jamie Opalchuk
Title: President & CEO

I have authority to bind the Corporation

HOSTPAPA INC.

Per: _____
Name: Jamie Opalchuk
Title: President & CEO

I have authority to bind the Corporation

APPENDIX I
AMALGAMATION APPLICATION

(Form 13 – Amalgamation Application follows on next page)

APPENDIX II
ARTICLES OF AMALCO

(Articles of Amalco follows on next page)

Appendix C-1 – Rights privileges Restrictions and Conditions Attaching to the Shares of Amalco

Incorporation number: _____

[AMALCO]

(the "Company")

ARTICLES

DATED: _____, 2020

_____

♦, Director
(Signature of director or officer)

The Company has as its articles the following Articles.

1. INTERPRETATION

1.1 Definitions

In these Articles, unless the context otherwise requires:

(a) **"appropriate person"** has the meaning assigned in the *Securities Transfer Act*;

(b) **"board of directors"**, **"directors"** and **"board"** mean the directors or sole director of the Company for the time being;

(c) **"*Business Corporations Act*"** means the *Business Corporations Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;

(d) **"Interpretation Act"** means the *Interpretation Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;

(e) **"legal personal representative"** means the personal or other legal representative of a shareholder;

(f) "**month**" means a calendar month;

(g) **"protected purchaser"** has the meaning assigned in the *Securities Transfer Act*;

(h) **"registered address"** of a director means the director's address as recorded in the register of directors of the Company;

(i) **"registered address"** of a shareholder means the shareholder's address as recorded in the central securities register of the Company;

(j) "**registered owner**" or "**registered holder**" or "**holder**" when used with respect to a share of the Company means the person registered in the central securities register of the Company in respect of such share;

(k) "**regulations**" means the regulations from time to time in force and made pursuant to the *Business Corporations Act*;

(l) **"seal"** means the seal of the Company, if any;

(m) **"securities legislation"** means statutes concerning the regulation of securities markets and trading in securities and the regulations, rules, forms and schedules under those statutes, all as amended from time to time, and the blanket rulings and orders, as amended from time to time, issued by the securities commissions or similar regulatory authorities appointed under or pursuant to those statutes; **"Canadian securities legislation"** means the securities legislation in any province or territory of Canada and includes the *Securities Act* (British Columbia); and **"U.S. securities legislation"** means the securities legislation in the federal jurisdiction of the United States and in any state of the United States and includes the Securities Act of 1933 and the Securities Exchange Act of 1934; and

(n) **"Securities Transfer Act"** means the *Securities Transfer Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act.

1.2 References to Writing

Expressions referring to writing will be construed as including printing, lithography, typewriting, photography, photocopying, facsimile transmission, electronic media and all other modes of representing or reproducing words in a visible form.

1.3 *Business Corporations Act* and *Interpretation Act* Definitions Applicable

The definitions in the *Business Corporations Act* and the definitions and rules of construction in the *Interpretation Act*, with the necessary changes, so far as applicable, and unless the context requires otherwise, apply to these Articles as if they were an enactment. If there is a conflict between a definition in the *Business Corporations Act* and a definition or rule in the *Interpretation Act* relating to a term used in these Articles, the definition in the *Business Corporations Act* will prevail in relation to the use of the term in these Articles. If there is a conflict or inconsistency between these Articles and the *Business Corporations Act*, the *Business Corporations Act* will prevail.

1.4 Table 1 Not Applicable

The provisions contained in Table 1 to the regulations to the *Business Corporations Act* shall not apply to the Company.

2. SHARES AND SHARE CERTIFICATES

2.1 Authorized Share Structure

The authorized share structure of the Company consists of shares of the class or classes and series, if any, described in the Notice of Articles of the Company.

2.2 Form of Share Certificate

Each share certificate issued by the Company will be in such form as the directors may approve from time to time and will comply with, and be signed as required by, the *Business Corporations Act*.

2.3 Shareholder Entitled to Certificate or Acknowledgment

Unless the shares of which the shareholder is the registered owner are uncertificated shares, each shareholder is entitled, without charge, to (a) one share certificate representing the shares of each class or series of shares registered in the shareholder's name; or (b) a non-transferable written acknowledgment of the shareholder's right to obtain such a share certificate, provided that in respect of a share or shares held jointly by several persons, the Company is not bound to issue more than one share certificate or acknowledgment, and delivery of a share certificate or an acknowledgment to one of several joint shareholders or to a duly authorized agent of one of the joint shareholders will be sufficient delivery to all. The Company will not be bound to issue certificates representing redeemable shares if such shares are to be redeemed within one month of the date on which they are allotted.

2.4 Delivery by Mail

Any share certificate or non-transferable written acknowledgment of a shareholder's right to obtain a share certificate may be sent to the shareholder by mail at the shareholder's registered address and neither the Company nor any director, officer or agent of the Company nor any transfer agent is liable for any loss to the shareholder because the share certificate or acknowledgement is lost in the mail or stolen.

2.5 Replacement of Worn Out or Defaced Certificate or Acknowledgement

If the directors are satisfied that a share certificate or a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate is worn out or defaced, they may, on production to the Company of the share certificate or acknowledgment, as the case may be, and on such other terms, if any, as they may think fit:

(a) order the share certificate or acknowledgment, as the case may be, to be cancelled; and

(b) issue a replacement share certificate or acknowledgment, as the case may be, in lieu thereof.

2.6 Replacement of Lost, Destroyed or Wrongfully Taken Certificate

If a person entitled to a share certificate claims that the share certificate has been lost, destroyed or wrongfully taken, the Company may issue a new share certificate, if that person:

(a) so requests before the Company has notice that the share certificate has been acquired by a protected purchaser;

(b) provides the Company with an indemnity bond sufficient in the Company's judgment to protect the Company from any loss that the Company may suffer by issuing a new certificate; and

(c) satisfies any other reasonable requirements imposed by the directors.

A person entitled to a share certificate may not assert against the Company a claim for a new share certificate where a share certificate has been lost, apparently destroyed or wrongfully taken if that person fails to notify the Company of that fact within a reasonable time after that person has notice of it and the Company registers a transfer of the shares represented by the certificate before receiving a notice of the loss, apparent destruction or wrongful taking of the share certificate.

2.7 Recovery of New Share Certificate

If, after the issue of a new share certificate, a protected purchaser of the original share certificate presents the original share certificate for the registration of transfer, then in addition to any rights on the indemnity bond, the Company may recover the new share certificate from a person to whom it was issued or any person taking under that person other than a protected purchaser.

2.8 Splitting Share Certificates

If a shareholder surrenders a share certificate to the Company with a written request that the Company issue in the shareholder's name two or more share certificates, each representing a specified number of shares and in the aggregate representing the same number of shares as represented by the share certificate so surrendered, the Company will cancel the surrendered share certificate and issue, in lieu thereof, share certificates in accordance with such request.

2.9 Certificate Fee

The directors may from time to time determine the amount of a charge, not exceeding the amount prescribed under the *Business Corporations Act* or the regulations, to be imposed for each certificate issued under Articles 2.5, 2.6 or 2.8.

2.10 Recognition of Trusts

Except as required by law or statute or these Articles, no person will be recognized by the Company as holding any share upon any trust, and the Company is not bound by or compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or fraction of a share or (except as required by law or statute or these Articles or as ordered by a court of competent jurisdiction) any other rights in respect of any share except an absolute right to the entirety thereof in the shareholder.

3. ISSUE OF SHARES

3.1 Directors Authorized

Subject to the *Business Corporations Act* and the rights, if any, of the holders of issued shares of the Company, the shares of the Company will be under the control of the directors, who may issue, allot, sell or otherwise dispose of the unissued shares, and issued shares held by the Company, at the times, to the persons, including directors, in the manner, on the terms and conditions and for the issue prices (including any premium at which shares with par value may be issued) that the directors may determine. The issue price for a share with par value must be equal to or greater than the par value of the share.

3.2 Commissions and Discounts

The Company may at any time pay a reasonable commission or allow a reasonable discount to any person in consideration of that person purchasing or agreeing to purchase shares of the Company from the Company or any other person or procuring or agreeing to procure purchasers for shares of the Company. The directors will determine, in their sole discretion, what is reasonable in the circumstances.

3.3 Brokerage

The Company may pay such brokerage fee or other consideration as may be lawful for or in connection with the sale or placement of its securities.

3.4 Conditions of Issue

Except as provided for by the *Business Corporations Act*, no share may be issued until it is fully paid and the Company will have received the full consideration therefor in cash, property or past services actually performed for the Company. A document evidencing indebtedness of the allottee is not property for the purposes of this Article 3.4. The value of property or services for the purpose of this Article 3.4 will be the value determined by the directors by resolution to be, in all the circumstances of the transaction, no greater than the fair market value thereof. The full consideration for a share issued by way of dividend will be the amount determined by the directors to be the amount of the dividend.

3.5 Share Purchase Warrants and Rights

Subject to the *Business Corporations Act*, the Company may issue share purchase warrants, options and rights upon such terms and conditions as the directors determine, which share purchase warrants, options and rights may be issued alone or in conjunction with debentures, debenture stock, bonds, shares or any other securities issued or created by the Company from time to time.

4. SHARE REGISTERS

4.1 Central Securities Register

The Company will maintain at its records office or another location in British Columbia designated by the directors a central securities register as required by the *Business Corporations Act.* The Company may maintain branch securities registers at any locations inside or outside British Columbia designated by the directors. The directors may appoint one or more trust companies or other persons authorized by the *Business Corporations Act* (as the case may be, a "**trust company**") to maintain the aforesaid central securities register and branch securities registers. The directors may also appoint one or more trust companies, including the trust company which keeps the central securities register, as transfer agent for its shares or any class or series thereof, as the case may be, and the same or another trust company or companies as registrar for its shares or any class or series thereof, as the case may be. The directors may terminate the appointment of any such trust company at any time and may appoint another trust company in its place.

4.2 Closing Register

The Company will not at any time close its central securities register.

5. SHARE TRANSFERS

5.1 Registering Transfers

Subject to the *Business Corporations Act*, a transfer of a share of the Company must not be registered unless the Company or the transfer agent or registrar for the class or series of share to be transferred has received:

(a) in the case of a share certificate that has been issued by the Company in respect of the share to be transferred, that share certificate and a written instrument of transfer (which may be on a separate document or endorsed on the share certificate) made by the shareholder or other appropriate person or by an agent who has actual authority to act on behalf of that person;

(b) in the case of a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate that has been issued by the Company in respect of the share to be transferred, a written instrument of transfer that directs that the transfer of the shares be registered, made by the shareholder or other appropriate person or by an agent who has actual authority to act on behalf of that person;

(c) in the case of a share that is an uncertificated share, a written instrument of transfer that directs that the transfer of the share be registered, made by the shareholder or other appropriate person or by an agent who has actual authority to act on behalf of that person; and

(d) such other evidence, if any, as the Company or the transfer agent or registrar for the class or series of share to be transferred may require to prove the title of the transferor or the transferor's right to transfer the share, that the written instrument of transfer is genuine and authorized and that the transfer is rightful or to a protected purchaser.

5.2 Form of Instrument of Transfer

The instrument of transfer in respect of any share of the Company must be either in the form, if any, on the back of the Company's share certificates or in any other form that may be approved by the directors or the transfer agent for the class or series of shares to be transferred.

5.3 Transferor Remains Shareholder

Except to the extent that the *Business Corporations Act* otherwise provides, the transferor of shares is deemed to remain the holder of the shares until the name of the transferee is entered in a securities register of the Company in respect of the transfer.

5.4 Signing of Instrument of Transfer

If a shareholder, or his or her duly authorized attorney, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified, all the shares represented by the share certificates or set out in the written acknowledgments deposited with the instrument of transfer:

(a) in the name of the person named as transferee in that instrument of transfer; or

(b) if no person is named as transferee in that instrument of transfer, in the name of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered.

5.5 Enquiry as to Title Not Required

Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares, of any interest in the shares, of any share certificate representing such shares or of any written acknowledgment of a right to obtain a share certificate for such shares.

5.6 Transfer Fee

There must be paid to the Company, in relation to the registration of any transfer, the amount, if any, determined by the directors.

6. TRANSMISSION OF SHARES

6.1 Legal Personal Representative Recognized on Death

In the case of the death of a shareholder, the legal personal representative of the shareholder, or in the case of shares registered in the shareholder's name and the name of another person in joint tenancy, the surviving joint holder, will be the only person recognized by the Company as having any title to the shareholder's interest in the shares. Before recognizing a person as a legal personal representative of a shareholder, the directors may require the original grant of probate or letters of administration or a Court certified copy of them or the original or a Court certified or authenticated copy of the grant of representation, will, order or other instrument or other evidence of the death under which title to the shares or securities is claimed to vest, and produce such documents and do such things as the *Business Corporations Act* requires.

6.2 Rights of Legal Personal Representative on Death

Upon the death of a shareholder, his or her personal representative, although not a shareholder, has the same rights, privileges and obligations that attach to the shares formerly held by the deceased shareholder, including the right to transfer the shares in accordance with these Articles, if appropriate evidence of appointment or incumbency within the meaning of s. 87 of the *Securities Transfer Act* has been deposited with the Company and if the documents and steps required in that regard by the *Business Corporations Act* have been deposited with the Company. This Article 6.2 does not apply in the case of the death of a shareholder with respect to shares registered in the shareholder's name and the name of another person in joint tenancy.

6.3 Rights of Legal Personal Representative on Bankruptcy

Upon the bankruptcy of a shareholder, such shareholder's trustee in bankruptcy, although not a shareholder, has the same rights, privileges and obligations that attach to the shares held by the bankrupt shareholder, including the right to transfer the shares in accordance with these Articles, if appropriate evidence of appointment or incumbency within the meaning of s. 87 of the *Securities Transfer Act* has been deposited with the Company and if the documents and steps required in that regard by the *Business Corporations Act* have been deposited with the Company.

6.4 Registration on Transfer of Shares after Death or Bankruptcy

Any person becoming entitled to a share in consequence of the death or bankruptcy of a shareholder will, upon such documents and evidence being produced to the Company as the *Business Corporations Act* and *Securities Transfer Act* require, or who becomes entitled to a share as a result of an Order of a Court of competent jurisdiction or a statute, have the right either to be registered as a shareholder in his or her representative capacity in respect of such share or, if he or she is a personal representative or trustee in bankruptcy, instead of being registered himself or herself, to make such transfer of the share as the deceased or bankrupt person could have made. Notwithstanding the foregoing, the directors will, as regards a transfer by a personal representative or trustee in bankruptcy, have the same right, if any, to decline or suspend registration of a transferee as they would have in the case of a transfer of a share by the deceased or bankrupt person before the death or bankruptcy.

7. ACQUISITION OF COMPANY'S SHARES

7.1 Company Authorized to Purchase or Otherwise Acquire Shares

Subject to Article 7.2, the special rights or restrictions attached to the shares of any class or series of shares and the *Business Corporations Act*, the Company may, if authorized by the directors, purchase or otherwise acquire any of its shares at the price and upon the terms determined by the directors.

7.2 No Purchase, Redemption or Other Acquisition When Insolvent

The Company must not make a payment or provide any other consideration to purchase, redeem or otherwise acquire any of its shares if there are reasonable grounds for believing that:

(a) the Company is insolvent; or

(b) making the payment or providing the consideration would render the Company insolvent.

7.3 Sale and Voting of Purchased, Redeemed or Otherwise Acquired Shares

If the Company retains a share redeemed, purchased or otherwise acquired by it, the Company may sell, gift or otherwise dispose of the share, but, while such share is held by the Company, it:

(a) is not entitled to vote the share at a meeting of its shareholders;

(b) must not pay a dividend in respect of the share; and

(c) must not make any other distribution in respect of the share.

8. BORROWING POWERS

The Company, if authorized by the directors, may:

(a) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that the directors consider appropriate;

(b) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as the directors consider appropriate;

(c) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and

(d) mortgage, charge (whether by way of specific or floating charge), grant a security interest in, or give other security on, the whole or any part of the present and future property, assets and undertaking of the Company.

Any bonds, debentures, notes or other debt obligations of the Company may be issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawing, allotment of or conversion into or exchange for shares or other securities, attending and voting at meetings of the shareholders of the Company, appointment of directors or otherwise and may by their terms be assignable free from any equities between the Company and the person to whom they were issued or any subsequent holder thereof, all as the directors may determine.

9. ALTERATIONS

9.1 Alteration of Authorized Share Structure

Subject to Article 9.2 and the *Business Corporations Act*, the directors may by resolution change the authorized share structure of the Company by:

(a) creating one or more classes or series of shares;

(b) increasing, reducing or eliminating the maximum number of shares that the Company is authorized to issue out of any class or series of shares;

(c) establishing a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;

(d) subdividing all or any of its unissued, or fully paid issued, shares of the Company with par value into shares of smaller par value;

(e) subdividing all or any of its unissued, or fully paid issued, shares of the Company without par value;

(f) consolidating all or any of its unissued, or fully paid issued, shares of the Company with par value into shares of larger par value;

(g) consolidating all or any of its unissued, or fully paid issued, shares of the Company without par value;

(h) if the Company is authorized to issue shares of a class of shares with par value:

  (i) decreasing the par value of those shares; or

  (ii) increasing the par value of those shares if none of the shares of that class of shares are allotted or issued;

(i) eliminating any class or series of shares of the Company if none of the shares of that class or series of shares are allotted or issued;

(j) changing all or any of its unissued, or fully paid issued, shares of the Company with par value into shares without par value;

(k) changing all or any of its unissued, or fully paid issued, shares of the Company without par value into shares with par value;

(l) altering the identifying name of any of the shares of the Company; or

(m) otherwise altering the Company's shares or authorized share structure when required or permitted to do so by the *Business Corporations Act*;

and, the directors may, by resolution, authorize and cause the Company to alter its Notice of Articles to reflect any change in the authorized share structure of the Company pursuant to this Article 9.1 or otherwise.

Notwithstanding this Article 9.1, if any change in the authorized share structure of the Company would result in a right or special right attached to issued shares being prejudiced or interfered with, special rights or restrictions being created and attached to a class or series of shares or special rights and restrictions being varied or deleted from a class or series of shares, the change must be authorized as provided for in Articles 9.2 and 9.3.

9.2 Special Rights or Restrictions

Subject to the *Business Corporations Act*, the Company may by ordinary resolution:

(a) create special rights or restrictions for, and attach those special rights or restrictions to, the shares of any class or series of shares, whether or not any or all of those shares have been issued; or

(b) vary or delete any special rights or restrictions attached to the shares of any class or series of shares, whether or not any or all of those shares have been issued;

and the Company may, by ordinary resolution, alter these Articles to reflect any such creation and attachment, variation or deletion of special rights or restrictions pursuant to this Article 9.2.

9.3 No Prejudice to Existing Shareholders

Notwithstanding anything else contained in this Part 9, no right or special right attached to issued shares may be prejudiced or interfered with unless the shareholders holding shares of the class or series of shares to which the right or special right is attached consent by a separate ordinary resolution of those shareholders.

9.4 Change of Name

The directors may by resolution authorize and cause the Company to alter its Notice of Articles in order to change its name.

9.5 Other Alterations

Unless a different type of resolutions is required by the *Business Corporations Act* or these Articles, the directors may by resolution authorize and cause the Company to make any alterations to its Notice of Articles or these Articles.

10. MEETINGS OF SHAREHOLDERS

10.1 Annual General Meetings

Unless an annual general meeting is deferred or waived in accordance with the *Business Corporations Act*, the Company must hold its first annual general meeting within 18 months after the date on which it was incorporated or otherwise recognized, and after that must hold an annual general meeting at least once in each calendar year and not more than 15 months after the last annual reference date at such time and place as may be determined by the directors at a location inside or outside of the Province of British Columbia.

10.2 Resolution Instead of Annual General Meeting

If all the shareholders who are entitled to vote at an annual general meeting consent by a unanimous resolution under the *Business Corporations Act* to all of the business that is required to be transacted at that annual general meeting, the annual general meeting is deemed to have been held on the date of the unanimous resolution. The shareholders must, in any unanimous resolution passed under this Article 10.2, select as the Company's annual reference date a date that would be appropriate for the holding of the applicable annual general meeting.

10.3 Calling of Meetings of Shareholders

The directors may, whenever they think fit, call a meeting of shareholders to be held at such time and place as may be determined by the directors.

10.4 Notice for Meetings of Shareholders

The Company must send notice of the date, time and location of any meeting of shareholders (including, without limitation, any notice of a general meeting, class meeting or series meeting), in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by ordinary resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting:

(a) if and for so long as the Company is a public company, 21 days; and

(b) otherwise, 10 days.

10.5 Failure to Give Notice and Waiver of Notice

The accidental omission to send notice of any meeting of shareholders to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive that entitlement or agree to reduce the period of that notice. Attendance of a person at a meeting of shareholders is a waiver of entitlement to notice of the meeting unless that person attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

10.6 Record Date for Voting

The directors may set a date as the record date for the purpose of determining the shareholders entitled to vote at any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. If no record date is set, the record date is 5:00 p.m. (local time at the place of the Company's records office) on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.7 Notice of Special Business at Meetings of Shareholders

If a meeting of shareholders is to consider special business within the meaning of Article 11.1, the notice of meeting must:

(a) state the general nature of the special business; and

(b) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders:

(i) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice; and

(ii) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

11. PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

11.1 Special Business

At a meeting of shareholders, the following business is special business:

(a) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting;

(b) at an annual general meeting, all business is special business except for the following:

(i) business relating to the conduct of or voting at the meeting;

(ii) consideration of any financial statements of the Company and any reports of the directors or auditor;

(iii) fixing or changing of the number of directors;

(iv) the election or appointment of directors;

(v) the appointment of an auditor;

(vi) fixing the remuneration of the auditor;

(vii) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution; and

(viii) any other business which, under these Articles or the *Business Corporations Act*, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

11.2 Special Resolution Majority

The majority of votes required for the Company to pass a special resolution at a meeting of shareholders is two-thirds of the votes cast on the resolution.

11.3 Resolutions by Ordinary Resolution

Unless the *Business Corporations Act* or these Articles otherwise provide, any action to be taken by a resolution of the shareholders may be taken by an ordinary resolution.

11.4 Quorum

Subject to the special rights or restrictions attached to the shares of any class or series of shares and to Article 11.5, the quorum for the transaction of business at a meeting of shareholders is two persons who are, or who represent by proxy, shareholders who are entitled to vote at the meeting.

11.5 One Shareholder May Constitute Quorum

If there is only one shareholder entitled to vote at a meeting of shareholders:

(a) the quorum is one person who is, or who represents by proxy, that shareholder, and

(b) that shareholder, present in person or by proxy, may constitute the meeting.

11.6 Persons Entitled to Attend Meeting

In addition to those persons who are entitled to vote at a meeting of shareholders, the only other persons entitled to be present at the meeting are the directors, the president or any other senior officer of the Company (if any), the secretary (if any), the assistant secretary (if any), any lawyer for the Company, the auditor of the Company, any other persons invited to be present at the meeting by the directors or by the chair of the meeting and any persons entitled or required under the *Business Corporations Act* or these Articles to be present at the meeting; but if any of those persons does attend the meeting, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a shareholder or proxy holder entitled to vote at the meeting.

11.7 Requirement of Quorum

No business, other than the election of a chair of the meeting and the adjournment of the meeting, may be transacted at any meeting of shareholders unless a quorum of shareholders entitled to vote is present at the commencement of the meeting, but a quorum need not be present throughout the meeting.

11.8 Lack of Quorum

If, within one-half hour from the time set for the holding of a meeting of shareholders, a quorum is not present:

(a) in the case of a general meeting requisitioned by shareholders, the meeting will be dissolved; and

(b) in the case of any other meeting of shareholders, the meeting stands adjourned to the same day in the next week at the same time and place, and, if at the adjourned meeting a quorum is not present within one-half hour from the time set for the holding of the meeting, the person or persons present and being, or representing by proxy, one or more shareholders entitled to attend and vote at the meeting will constitute a quorum.

11.9 Chair

The following individual is entitled to preside as chair at a meeting of shareholders:

(a) the chair of the board, if any;

(b) if the chair of the board is absent or unwilling to act as chair of the meeting, the president, if any; or

(c) if the chair of the board and the president are absent or unwilling to act as chair of the meeting, the solicitor for the Company.

11.10 Selection of Alternate Chair

If, at any meeting of shareholders, there is no chair of the board, president or solicitor for the Company present within 15 minutes after the time set for holding the meeting, or if the chair of the board, the president and the solicitor for the Company are unwilling to act as chair of the meeting, or if the chair of the board, the president and the solicitor for the Company have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting, the directors present must choose one of their number to be chair of the meeting or if all of the directors present decline to take the chair or fail to so choose or if no director is present, the shareholders entitled to vote at the meeting who are present in person or by proxy may choose any person present at the meeting to chair the meeting.

11.11 Adjournments

The chair of a meeting of shareholders may, and if so directed by the meeting must, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

11.12 Notice of Adjourned Meeting

It is not necessary to give any notice of an adjourned meeting of shareholders or of the business to be transacted at an adjourned meeting of shareholders except that, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.

11.13 Decisions by Show of Hands or Poll

Subject to the *Business Corporations Act*, every motion put to a vote at a meeting of shareholders will be decided on a show of hands unless a poll, before or on the declaration of the result of the vote by show of hands, is directed by the chair or demanded by any shareholder entitled to vote who is present in person or by proxy.

11.14 Declaration of Result

The chair of a meeting of shareholders must declare to the meeting the decision on every question in accordance with the result of the show of hands or the poll, as the case may be, and that decision must be entered in the minutes of the meeting. A declaration of the chair that a resolution is carried by the necessary majority or is defeated is, unless a poll is directed by the chair or demanded under Article 11.13, conclusive evidence without proof of the number or proportion of the votes recorded in favour of or against the resolution.

11.15 Motion Need Not be Seconded

No motion proposed at a meeting of shareholders need be seconded unless the chair of the meeting rules otherwise, and the chair of any meeting of shareholders is entitled to propose or second a motion.

11.16 Casting Vote

The chair of the meeting will be entitled to vote any shares carrying the right to vote held by him or here but in the case of an equality of votes, the chair of a meeting of shareholders does not, either on a show of hands or on a poll, have a second or casting vote in addition to the vote or votes to which the chair may be entitled as a shareholder.

11.17 Manner of Taking Poll

Subject to Article 11.18, if a poll is duly demanded at a meeting of shareholders:

(a) the poll must be taken:

(i) at the meeting, or within seven days after the date of the meeting, as the chair of the meeting directs; and

(ii) in the manner, at the time and at the place that the chair of the meeting directs;

(b) the result of the poll is deemed to be the decision of the meeting at which the poll is demanded; and

(c) the demand for the poll may be withdrawn by the person who demanded it.

11.18 Demand for Poll on Adjournment

A poll demanded at a meeting of shareholders on a question of adjournment must be taken immediately at the meeting.

11.19 Chair Must Resolve Dispute

In the case of any dispute as to the admission or rejection of a vote given on a poll, the chair of the meeting must determine the dispute, and his or her determination made in good faith is final and conclusive.

11.20 Casting of Votes

On a poll, a shareholder entitled to more than one vote need not cast all the votes in the same way.

11.21 No Demand for Poll on Election of Chair

No poll may be demanded in respect of the vote by which a chair of a meeting of shareholders is elected.

11.22 Demand for Poll Not to Prevent Continuance of Meeting

The demand for a poll at a meeting of shareholders does not, unless the chair of the meeting so rules, prevent the continuation of the meeting for the transaction of any business other than the question on which a poll has been demanded.

11.23 Retention of Ballots and Proxies

The Company must, for at least three months after a meeting of shareholders, keep each ballot cast on a poll and each proxy voted at the meeting, and, during that period, make them available for inspection during normal business hours by any shareholder or proxyholder entitled to vote at the meeting. At the end of such three month period, the Company may destroy such ballots and proxies.

12. VOTES OF SHAREHOLDERS

12.1 Number of Votes by Shareholder or by Shares

Subject to any special rights or restrictions attached to any shares and to the restrictions imposed on joint shareholders under Article 12.3:

(a) on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote on the matter has one vote; and

(b) on a poll, every shareholder entitled to vote on the matter has one vote in respect of each share entitled to be voted on the matter and held by that shareholder and may exercise that vote either in person or by proxy.

12.2 Votes of Persons in Representative Capacity

A person who is not a shareholder may vote at a meeting of shareholders, whether on a show of hands or on a poll, and may appoint a proxy holder to act at the meeting, if, before doing so, the person satisfies the chair of the meeting, or the directors, that the person is a legal personal representative or a trustee in bankruptcy for a shareholder who is entitled to vote at the meeting.

12.3 Votes by Joint Holders

If there are joint shareholders registered in respect of any share:

(a) any one of the joint shareholders may vote at any meeting of shareholders, personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it; or

(b) if more than one of the joint shareholders is present at any meeting of shareholders, personally or by proxy, and more than one of them votes in respect of that share, then only the vote of the joint shareholder present whose name stands first on the central securities register in respect of the share will be counted.

12.4 Legal Personal Representatives as Joint Shareholders

Two or more legal personal representatives of a shareholder in whose sole name any share is registered are, for the purposes of Article 12.3, deemed to be joint shareholders registered in respect of that share.

12.5 Representative of a Corporate Shareholder

If a corporation that is not a subsidiary of the Company is a shareholder, that corporation may appoint a person to act as its representative at any meeting of shareholders of the Company, and:

(a) for that purpose, the instrument appointing a representative must be received:

(i) at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice for the receipt of proxies, or if no number of days is specified, two business days before the day set for the holding of the meeting or any adjourned meeting; or

(ii) at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting or by a person designated by the chair of the meeting or adjourned meeting;

(b) if a representative is appointed under this Article 12.5:

(i) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder; and

(ii) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

Evidence of the appointment of any such representative may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages in any medium.

12.6 When Proxy Holder Need Not Be Shareholder

A person must not be appointed as a proxy holder unless the person is a shareholder, although a person who is not a shareholder may be appointed as a proxy holder if:

(a) the person appointing the proxy holder is a corporation or a representative of a corporation appointed under Article 12.5;

(b) the Company has at the time of the meeting for which the proxy holder is to be appointed only one shareholder entitled to vote at the meeting;

(c) the shareholders present in person or by proxy at and entitled to vote at the meeting for which the proxy holder is to be appointed, by a resolution on which the proxy holder is not entitled to vote but in respect of which the proxy holder is to be counted in the quorum, permit the proxy holder to attend and vote at the meeting; or

(d) the Company is a public company.

12.7 When Proxy Provisions Do Not Apply to the Company

If and for so long as the Company is a public company, Articles 12.8 to 12.16 apply only insofar as they are not inconsistent with any Canadian securities legislation applicable to the Company, any U.S. securities legislation applicable to the Company or any rules of an exchange on which securities of the Company are listed.

12.8 Appointment of Proxy Holders

Every shareholder of the Company, including a corporation that is a shareholder but not a subsidiary of the Company, entitled to vote at a meeting of shareholders may, by proxy, appoint one or more (but not more than five) proxy holders to attend and act at the meeting in the manner, to the extent and with the powers conferred by the proxy.

12.9 Alternate Proxy Holders

A shareholder may appoint one or more alternate proxy holders to act in the place of an absent proxy holder.

12.10 Deposit of Proxy

A proxy for a meeting of shareholders must:

(a) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice, or if no number of days is specified, two business days before the day set for the holding of the meeting or any adjourned meeting; or

(b) unless the notice provides otherwise, be received at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting or by a person designated by the chair of the meeting or adjourned meeting.

A proxy may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages in any medium.

12.11 Validity of Proxy Vote

A vote given in accordance with the terms of a proxy is valid notwithstanding the death or incapacity of the shareholder giving the proxy and despite the revocation of the proxy or the revocation of the authority under which the proxy is given, unless notice in writing of that death, incapacity or revocation is received:

(a) at the registered office of the Company, at any time up to and including the last business day before the day set for the holding of the meeting or any adjourned meeting at which the proxy is to be used; or

(b) at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting, before any vote in respect of which the proxy has been given has been taken.

12.12 Form of Proxy

A proxy, whether for a specified meeting or otherwise, must be either in the following form or in any other form approved by the directors or the chair of the meeting:

[name of company](the "Company")

> The undersigned, being a shareholder of the Company, hereby appoints *[name]* or, failing that person, *[name]*, as proxy holder for the undersigned to attend, act and vote for and on behalf of the undersigned at the meeting of shareholders of the Company to be held on *[month, day, year]* and at any adjournment of that meeting.

Number of shares in respect of which this proxy is given (if no number is specified, then this proxy is given in respect of all shares registered in the name of the undersigned):

Signed *[month, day, year]*

_____
[Signature of shareholder]

_____
[Name of shareholder—printed]

12.13 Revocation of Proxy

Subject to Article 12.14, every proxy may be revoked by an instrument in writing that is received:

(a) at the registered office of the Company at any time up to and including the last business day before the day set for the holding of the meeting or any adjourned meeting at which the proxy is to be used; or

(b) at the meeting or any adjourned meeting by the chair of the meeting or adjourned meeting, before any vote in respect of which the proxy has been given has been taken.

12.14 Revocation of Proxy Must Be Signed

An instrument referred to in Article 12.13 must be signed as follows:

(a) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or his or her legal personal representative or trustee in bankruptcy; or

(b) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Article 12.5.

12.15 Chair May Determine Validity of Proxy

The chair of any meeting of shareholders may determine whether or not a proxy deposited for use at the meeting, which may not strictly comply with the requirements of this Part 12 as to form, execution, accompanying documentation, time of filing or otherwise, will be valid for use at such meeting and any such determination made in good faith will be final, conclusive and binding upon such meeting.

12.16 Production of Evidence of Authority to Vote

The chair of any meeting of shareholders may, but need not, inquire into the authority of any person to vote at the meeting and may, but need not, demand from that person production of evidence as to the existence of the authority to vote.

13. DIRECTORS

13.1 First Directors; Number of Directors

The first directors are the persons designated as directors of the Company in the Notice of Articles that applies to the Company when it is recognized under the *Business Corporations Act*. The number of directors, excluding additional directors appointed under Article 14.8, is set at:

(a) subject to paragraphs (b) and (c), the number of directors that is equal to the number of the Company's first directors;

(b) if the Company is a public company, the greater of three and the most recently set of:

(i) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and

(ii) the number of directors set under Article 14.4;

(c) if the Company is not a public company, the most recently set of:

(i) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and

(ii) the number of directors set under Article 14.4.

13.2 Change in Number of Directors

If the number of directors is set under Articles 13.1(b)(i) or 13.1(c)(i):

(a) the shareholders may elect or appoint the directors needed to fill any vacancies in the board of directors up to that number;

(b) if the shareholders do not elect or appoint the directors needed to fill any vacancies in the board of directors up to that number contemporaneously with the setting of that number, then the directors, subject to Article 14.8, may appoint, or the shareholders may elect or appoint, directors to fill those vacancies.

13.3 Directors' Acts Valid Despite Vacancy

An act or proceeding of the directors is not invalid merely because fewer than the number of directors set or otherwise required under these Articles is in office.

13.4 Qualifications of Directors

A director is not required to hold a share of the Company as qualification for his or her office but must be qualified as required by the *Business Corporations Act* to become, act or continue to act as a director.

13.5 Remuneration of Directors

The directors are entitled to the remuneration for acting as directors, if any, as the directors may from time to time determine. If the directors so decide, the remuneration of the directors, if any, will be determined by the shareholders. That remuneration may be in addition to any salary or other remuneration paid to any officer or employee of the Company as such, who is also a director.

13.6 Reimbursement of Expenses of Directors

The Company must reimburse each director for the reasonable expenses that he or she may incur in and about the business of the Company.

13.7 Special Remuneration for Directors

If any director performs any professional or other services for the Company that in the opinion of the directors are outside the ordinary duties of a director, or if any director is otherwise specially occupied in or about the Company's business, he or she may be paid remuneration fixed by the directors, or, at the option of that director, fixed by ordinary resolution, and such remuneration may be either in addition to, or in substitution for, any other remuneration that he or she may be entitled to receive.

13.8 Gratuity, Pension or Allowance on Retirement of Director

Unless otherwise determined by ordinary resolution, the directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any director who has held any salaried office or place of profit with the Company or to his or her spouse or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

14. ELECTION AND REMOVAL OF DIRECTORS

14.1 Election at Annual General Meeting

At every annual general meeting and in every unanimous resolution contemplated by Article 10.2:

(a) the shareholders entitled to vote at the annual general meeting for the election of directors must elect, or in the unanimous resolution appoint, a board of directors consisting of the number of directors for the time being set under these Articles; and

(b) all the directors cease to hold office immediately before the election or appointment of directors under paragraph (a), but are eligible for re-election or re-appointment.

14.2 Consent to be a Director

No election, appointment or designation of an individual as a director is valid unless:

(a) that individual consents to be a director in the manner provided for in the *Business Corporations Act*;

(b) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director; or

(c) with respect to first directors, the designation is otherwise valid under the *Business Corporations Act*.

14.3 Failure to Elect or Appoint Directors

If:

(a) the Company fails to hold an annual general meeting, and all the shareholders who are entitled to vote at an annual general meeting fail to pass the unanimous resolution contemplated by Article 10.2, on or before the date by which the annual general meeting is required to be held under the *Business Corporations Act*; or

(b) the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by Article 10.2, to elect or appoint any directors;

then each director then in office continues to hold office until the earlier of:

(c) when his or her successor is elected or appointed; and

(d) when he or she otherwise ceases to hold office under the *Business Corporations Act* or these Articles.

14.4 Places of Retiring Directors Not Filled

If, at any meeting of shareholders at which there should be an election of directors, the places of any of the retiring directors are not filled by that election, those retiring directors who are not re-elected and who are asked by the newly elected directors to continue in office will, if willing to do so, continue in office to complete the number of directors for the time being set pursuant to these Articles until further new directors are elected at a meeting of shareholders convened for that purpose. If any such election or continuance of directors does not result in the election or continuance of the number of directors for the time being set pursuant to these Articles, the number of directors of the Company is deemed to be set at the number of directors actually elected or continued in office.

14.5 Directors May Fill Casual Vacancies

Any casual vacancy occurring in the board of directors may be filled by the remaining directors or director.

14.6 Remaining Directors' Power to Act

The directors may act notwithstanding any vacancy in the board of directors, but if the Company has fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the directors may only act for the purpose of appointing directors up to that number or of calling a meeting of shareholders for the purpose of filling any vacancies on the board of directors or, subject to the *Business Corporations Act*, for any other purpose.

14.7 Shareholders May Fill Vacancies

If the Company has no directors or fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the shareholders may elect or appoint directors to fill any vacancies on the board of directors.

14.8 Additional Directors

Notwithstanding Articles 13.1 and 13.2, between annual general meetings or unanimous resolutions contemplated by Article 10.2, the directors may appoint one or more additional directors, but the number of additional directors appointed under this Article 14.8 must not at any time exceed:

(a) one-third (1/3) of the number of first directors, if, at the time of the appointments, one or more of the first directors have not yet completed their first term of office; or

(b) in any other case, one-third (1/3) of the number of the current directors who were elected or appointed as directors other than under this Article 14.8.

Any director so appointed ceases to hold office immediately before the next election or appointment of directors under Article 14.1(a), but is eligible for re-election or re-appointment.

14.9 Ceasing to be a Director

A director ceases to be a director when:

(a) the term of office of the director expires;

(b) the director dies;

(c) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or

(d) the director is removed from office pursuant to Articles 14.10 or 14.11.

14.10 Removal of Director by Shareholders

The Company may by ordinary resolution remove any director before the expiration of his or her term of office and may by ordinary resolution elect, or appoint a director to fill the resulting vacancy. If the shareholders do not elect or appoint a director to fill the resulting vacancy contemporaneously with the removal, then the directors may appoint or the shareholders may elect, or appoint by ordinary resolution, a director to fill that vacancy.

14.11 Removal of Director by Directors

The directors may remove any director before the expiration of his or her term of office if the director is convicted of an indictable offence, or if the director ceases to be qualified to act as a director of a company under the *Business Corporations Act* and does not promptly resign, and the directors may appoint a director to fill the resulting vacancy.

15. ALTERNATE DIRECTORS

15.1 Appointment of Alternate Director

Any director (an "**appointor**") may by notice in writing received by the Company appoint any person (an "**appointee**") who is qualified to act as a director to be his or her alternate to act in his or her place at meetings of the directors or committees of the directors at which the appointor is not present unless (in the case of an appointee who is not a director) the directors have reasonably disapproved the appointment of such person as an alternate director and have given notice to that effect to his or her appointor within a reasonable time after the notice of appointment is received by the Company.

15.2 Notice of Meetings

Every alternate director so appointed is entitled to notice of meetings of the directors and of committees of the directors of which his or her appointor is a member and to attend and vote as a director at any such meetings at which his or her appointor is not present.

15.3 Alternate for More Than One Director Attending Meetings

A person may be appointed as an alternate director by more than one director, and an alternate director:

(a) will be counted in determining the quorum for a meeting of directors once for each of his or her appointors and, in the case of an appointee who is also a director, once more in that capacity;

(b) has a separate vote at a meeting of directors for each of his or her appointors and, in the case of an appointee who is also a director, an additional vote in that capacity;

(c) will be counted in determining the quorum for a meeting of a committee of directors once for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, once more in that capacity;

(d) has a separate vote at a meeting of a committee of directors for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, an additional vote in that capacity.

15.4 Consent Resolutions

Every alternate director, if authorized by the notice appointing him or her, may sign in place of his or her appointor any resolutions to be consented to in writing.

15.5 Alternate Director Not an Agent

Every alternate director is deemed not to be the agent of his or her appointor.

15.6 Revocation of Appointment of Alternate Director

An appointor may at any time, by notice in writing received by the Company, revoke the appointment of an alternate director appointed by him or her.

15.7 Ceasing to be an Alternate Director

The appointment of an alternate director ceases when:

(a) his or her appointor ceases to be a director and is not promptly re-elected or re-appointed;

(b) the alternate director dies;

(c) the alternate director resigns as an alternate director by notice in writing provided to the Company or a lawyer for the Company;

(d) the alternate director ceases to be qualified to act as a director; or

(e) his or her appointor revokes the appointment of the alternate director.

15.8 Remuneration and Expenses of Alternate Director

The Company may reimburse an alternate director for the reasonable expenses that would be properly reimbursed if he or she were a director, and the alternate director is entitled to receive from the Company such proportion, if any, of the remuneration otherwise payable to the appointor as the appointor may from time to time direct, but payment of such remuneration in every case to the appointor by the Company is a good and sufficient discharge of the Company's obligations in that regard and the Company need not enquire into or be concerned with the state of account between appointor and appointee.

16. POWERS AND DUTIES OF DIRECTORS

16.1 Powers of Management

The directors must, subject to the *Business Corporations Act* and these Articles, manage, or supervise the management of, the business and affairs of the Company and will have the authority to exercise all such powers of the Company as are not, by the *Business Corporations Act* or by these Articles, required to be exercised by the shareholders of the Company.

16.2 Appointment of Attorney of Company

The directors may from time to time, by power of attorney or other instrument, under seal if so required by law, appoint any person to be the attorney of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these Articles and excepting the power to fill vacancies in the board of directors, to remove a director, to change the membership of, or fill vacancies in, any committee of the directors, to appoint or remove officers appointed by the directors and to declare dividends) and for such period, and with such remuneration and subject to such conditions as the directors may think fit. Any

such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the directors think fit. Any such attorney may be authorized by the directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him or her.

16.3 Remuneration of Auditors

The directors may by resolution set the remuneration of the Company's auditor without the need to obtain an ordinary resolution of the shareholders enabling them to do so.

17. DISCLOSURE OF INTEREST OF DIRECTORS AND SENIOR OFFICERS

17.1 Obligation to Disclose

Subject to Article 17.4, a director or senior officer who holds a disclosable interest (as that term is used in the *Business Corporations Act*) in a material contract or transaction into which the Company has entered or proposes to enter or who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual's duty or interest as a director or senior officer, must disclose the nature and extent of the disclosable interest or the conflict as required by the *Business Corporations Act*.

17.2 Restrictions on Voting by Reason of Interest

A director who holds a disclosable interest in a material contract or transaction into which the Company has entered or proposes to enter, or who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual's duty or interest as a director or senior officer, is not entitled to vote on any directors' resolution to approve that contract or transaction, unless all the directors have a disclosable interest in that contract or transaction, in which case any or all of those directors may vote on such resolution.

17.3 Interested Director Counted in Quorum

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter, or who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual's duty or interest as a director or senior officer, and who is present at the meeting of directors at which the contract or transaction is considered for approval may be counted in the quorum at the meeting whether or not the director votes on any or all of the resolutions considered at the meeting.

17.4 Interested Director May Vote

Subject to the provisions of the Business Corporations Act, a director or senior officer need not disclose an interest in the following types of contracts and transactions, and a director need not refrain from voting in respect of the following types of contracts and transactions:

(a) a contract or transaction where both the Company and the other party to the contract or transaction are wholly owned subsidiaries of the same corporation;

(b) a contract or transaction where the Company is a wholly owned subsidiary of the other party to the contract or transaction;

(c) a contract or transaction where the other party to the contract or transaction is a wholly owned subsidiary of the Company;

(d) a contract or transaction where the director or senior officer is the sole shareholder of the Company or of a corporation of which the Company is a wholly owned subsidiary;

(e) an arrangement by way of security granted by the Company for money loaned to, or obligation undertaken by, the director or senior officer, or a person in whom the director or senior officer has a material interest, for the benefit of the Company or an affiliate of the Company;

(f) a loan to the Company, which a director or senior officer or a specified corporation or a specified firm in which he has a material interest has guarantee or joined in guaranteeing the repayment of the loan or any part of the loan;

(g) any contract or transaction made or to be made with, or for the benefit of a corporation that is affiliated with the Company and the director or senior officer is also a director or senior officer of that corporation nor an affiliate of that corporation;

(h) any contract by a director to subscribe for or underwrite shares or debentures to be issued by the Company or a subsidiary of the Company;

(i) determining the remuneration of the director or senior officer in that person's capacity as director, officer, employee or agent of the Company or an affiliate of the Company;

(j) purchasing and maintaining insurance to cover a director or senior officer against liability incurred by them as a director or senior officer; or

(k) the indemnification of any director or senior officer by the Company.

The foregoing exceptions may from time to time be suspended or amended to any extent approved by the Company in general meeting and permitted by the *Business Corporations Act*, either generally or in respect of any particular contract or transaction or for any particular period.

17.5 Director Holding Other Office in the Company

A director may hold any office or appointment with the Company, other than the office of auditor of the Company, in addition to his or her office of director for the period and on the terms (as to remuneration or otherwise) that the directors may determine.

17.6 No Disqualification

No director or intended director is disqualified by his or her office from contracting with the Company either with regard to the holding of any office or appointment the director holds with the Company or as vendor, purchaser or otherwise, and no contract or transaction entered into by or on behalf of the Company in which a director is in any way interested is liable to be voided for that reason.

17.7 Professional Services by Director or Officer

Subject to the *Business Corporations Act*, a director or officer, or any person in which a director or officer has an interest, may act in a professional capacity for the Company, except as auditor of the Company, and the director or officer or such person is entitled to remuneration for professional services as if that director or officer were not a director or officer.

17.8 Director or Officer in Other Corporations

A director or officer may be or become a director, officer or employee of, or otherwise interested in, any person in which the Company may be interested as a shareholder or otherwise, and, subject to the *Business Corporations Act*, the director or officer is not accountable to the Company for any remuneration or other benefits received by him or her as director, officer or employee of, or from his or her interest in, such other person.

18. PROCEEDINGS OF DIRECTORS

18.1 Meetings of Directors

The directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings as they think fit, and meetings of the directors held at regular intervals may be held at the place, at the time and on the notice, if any, as the directors may from time to time determine.

18.2 Voting at Meetings

Questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting does not have a second or casting vote.

18.3 Chair of Meetings

The following individual is entitled to preside as chair at a meeting of directors:

(a) the chair of the board, if any;

(b) in the absence of the chair of the board, the president, if any, if the president is a director; or

(c) any other director chosen by the directors if:

(i) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting;

(ii) neither the chair of the board nor the president, if a director, is willing to chair the meeting; or

(iii) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that they shall not be present at the meeting.

18.4 Meetings by Telephone or Other Communications Medium

A director may participate in a meeting of the directors or of any committee of the directors:

(a) in person;

(b) by telephone; or

(c) with the consent of all directors who wish to participate in the meeting, by other communications medium;

if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other. A director who participates in a meeting in a manner contemplated by this Article 18.4 is deemed for all purposes of the *Business Corporations Act* and these Articles to be present at the meeting and to have agreed to participate in that manner.

18.5 Calling of Meetings

A director may, and the secretary or an assistant secretary of the Company, if any, on the request of a director must, call a meeting of the directors at any time.

18.6 Notice of Meetings

Other than for meetings held at regular intervals as determined by the directors pursuant to Article 18.1 or as provided in Article 18.7, reasonable notice of each meeting of the directors, specifying the place, day and time of that meeting must be given to each of the directors and the alternate directors by any method set out in Article 24.1 or orally or by telephone.

18.7 When Notice Not Required

It is not necessary to give notice of a meeting of the directors to a director or an alternate director if:

(a) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the directors at which that director is appointed; or

(b) the director or alternate director, as the case may be, has waived notice of the meeting.

18.8 Meeting Valid Despite Failure to Give Notice

The accidental omission to give notice of any meeting of directors to, or the non-receipt of any notice by, any director or alternate director, does not invalidate any proceedings at that meeting.

18.9 Waiver of Notice of Meetings

Any director or alternate director may send to the Company a document signed by him or her waiving notice of any past, present or future meeting or meetings of the directors and may at any time withdraw that waiver with respect to meetings held after that withdrawal. After sending a waiver with respect to all future meetings and until that waiver is withdrawn, no notice of any meeting of the directors need be given to that director or, unless the director otherwise requires by notice in writing to the Company, to his or her alternate director, and all meetings of the directors so held are deemed not to be improperly called or constituted by reason of notice not having been given to such director or alternate director. Attendance of a director or alternate director at a meeting of the directors is a waiver of notice of the meeting unless that director or alternate director attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

18.10 Quorum

The quorum necessary for the transaction of the business of the directors may be set by the directors and, if not so set, is deemed to be set at two directors or, if the number of directors is set at one, is deemed to be set at one director, and that director may constitute a meeting.

18.11 Validity of Acts Where Appointment Defective

Subject to the *Business Corporations Act*, an act of a director or officer is not invalid merely because of an irregularity in the election or appointment or a defect in the qualification of that director or officer.

18.12 Consent Resolutions in Writing

A resolution of the directors or of any committee of the directors may be passed without a meeting:

(a) in all cases, if each of the directors entitled to vote on the resolution consents to it in writing; or

(b) in the case of a resolution to approve a contract or transaction in respect of which a director has disclosed that he or she has or may have a disclosable interest, if each of the other directors who have not made such a disclosure consents in writing to the resolution.

A consent in writing under this Article 18.12 may be by any written instrument, fax, e-mail or any other method of transmitting legibly recorded messages in any medium in which the consent of the director is evidenced, whether or not the signature of the director is included in the record. A consent in writing may be in two or more counterparts which together are deemed to constitute one consent in writing. A resolution of the directors or of any committee of the directors passed in accordance with this Article 18.12 is effective on the date stated in the consent in writing or on the latest date stated on any counterpart and is deemed to be a proceeding at a meeting of the directors or of the committee of the directors and to be as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the *Business Corporations Act* and all the requirements of these Articles relating to meetings of the directors or of a committee of the directors.

19. EXECUTIVE AND OTHER COMMITTEES

19.1 Appointment and Powers of Executive Committee

The directors may, by resolution, appoint an executive committee consisting of the director or directors that they consider appropriate, and during the intervals between meetings of the board of directors all of the directors' powers are delegated to the executive committee, except:

(a) the power to fill vacancies in the board of directors;

(b) the power to remove a director;

(c) the power to change the membership of, or fill vacancies in, any committee of the directors; and

(d) such other powers, if any, as may be set out in the resolution or any subsequent directors' resolution.

19.2 Appointment and Powers of Other Committees

The directors may, by resolution:

(a) appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate;

(b) delegate to a committee appointed under paragraph (a) any of the directors' powers, except:

  (i) the power to fill vacancies in the board of directors;

  (ii) the power to remove a director;

  (iii) the power to change the membership of, or fill vacancies in, any committee of the directors; and

  (iv) the power to appoint or remove officers appointed by the directors; and

(c) make any delegation referred to in paragraph (b) subject to the conditions set out in the resolution or any subsequent directors' resolution.

19.3 Obligations of Committees

Any committee appointed under Articles 19.1 or 19.2, in the exercise of the powers delegated to it, must:

(a) conform to any rules that may from time to time be imposed on it by the directors; and

(b) keep regular minutes of its transactions and cause them to be recorded in books kept for that purpose, and will report the same to the directors at such times as the directors may from time to time require.

19.4 Powers of Board

The directors may, at any time, with respect to a committee appointed under Articles 19.1 or 19.2:

(a) revoke or alter the authority given to the committee, or override a decision made by the committee, except as to acts done before such revocation, alteration or overriding;

(b) terminate the appointment of, or change the membership of, the committee; and

(c) fill vacancies in the committee.

19.5 Committee Meetings

Subject to Article 19.3(a) and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under Articles 19.1 or 19.2:

(a) the committee may meet and adjourn as it thinks proper;

(b) the committee may elect a chair of its meetings but, if no chair of a meeting is elected, or if at a meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting;

(c) a majority of the members of the committee constitutes a quorum of the committee; and

(d) questions arising at any meeting of the committee are determined by a majority of votes of the members present, and in the case of an equality of votes, the chair of the meeting does not have a second or casting vote.

20. OFFICERS

20.1 Directors May Appoint Officers

The directors may, from time to time, appoint such officers, if any, as the directors determine and the directors may, at any time, terminate or vary any such appointment.

20.2 Functions, Duties and Powers of Officers

The directors may, for each officer:

(a) determine the functions and duties of the officer;

(b) delegate to the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and

(c) revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

20.3 Qualifications

No officer may be appointed unless that officer is qualified in accordance with the *Business Corporations Act*. One person may hold more than one position as an officer of the Company. Any person appointed as the chair of the board or as a managing director must be a director. Any other officer need not be a director.

20.4 Remuneration and Terms of Appointment

All appointments of officers are to be made on the terms and conditions and at the remuneration (whether by way of salary, fees, wages, commission, participation in profits or otherwise) that the directors think fit and are subject to termination at the pleasure of the directors, and an officer may in addition to such remuneration be entitled to receive, after he or she ceases to hold such office or leaves the employment of the Company, a pension, gratuity or retirement allowance.

21. INDEMNIFICATION

21.1 Definitions

In this Part 21:

(a) "**eligible penalty**" means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;

(b) "**eligible proceeding**" means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which a director, former director or alternate director of the Company (an "**eligible party**") or any of the heirs and legal personal representatives of the eligible party, by reason of the eligible party being or having been a director or alternate director of the Company:

(i) is or may be joined as a party; or

(ii) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding;

(c) "**expenses**" has the meaning set out in the *Business Corporations Act*.

21.2 Mandatory Indemnification of Directors

Subject to the *Business Corporations Act*, the directors will cause the Company to indemnify a director, officer or alternate director of the Company or a former director, officer or alternate director of the Company or a person who, at the request of the Company, is or was a director, officer or alternate director of another corporation, at a time when the corporation is or was an affiliate of the Company, or a person who, at the request of the Company, is or was or holds or held a position equivalent to that of a director, officer or alternate director of a partnership, trust, joint venture or other unincorporated entitle (in each case, an "**eligible party**"), and the heirs and legal personal representatives of any such eligible party, against all judgment, penalties or fines awarded or imposed in, or an amount paid in settlement of, a legal proceeding or investigative action (whether current, threatened, pending or

completed) in which such eligible party or any of the heirs and legal personal representatives of such eligible party, by reason of such eligible party being or having been a director, officer or alternate director or holding or having held a position equivalent to that of a director, officer or alternate director, is or may be joined as a party or is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to the proceeding. Provided the Company first receives a written undertaking from the eligible party to repay amounts advanced if so required under the *Business Corporations Act*, the directors will cause the Company to pay, as they are incurred in advance of the final disposition of the proceeding, the costs, charges and expenses, including legal and other fees actually reasonably incurred by the eligible party in respect of the proceeding. After the final disposition of the proceeding, the directors will cause the Company to pay the expenses actually and reasonably incurred by the eligible party in respect of that proceeding, to the extent the eligible party has not already been reimbursed for such expenses, subject to the provisions of the *Business Corporations Act*. Each director, officer and alternate director, on being elected or appointed, is deemed to have contracted with the Company on the terms of the indemnity contained in this Article 21.2.

21.3 Permitted Indemnification

Subject to any restrictions in the *Business Corporations Act*, the Company may indemnify any person.

21.4 Non-Compliance with *Business Corporations Act*

The failure of a director, alternate director or officer of the Company to comply with the *Business Corporations Act* or these Articles does not invalidate any indemnity to which he or she is entitled under this Part 21.

21.5 Company May Purchase Insurance

The directors may cause the Company to purchase and maintain insurance for the benefit of any person (or his or her heirs or legal personal representatives) who:

(a) is or was a director, alternate director, officer, employee or agent of the Company;

(b) at the request of the Company, is or was a director, alternate director, officer, employee or agent of a corporation at a time when the corporation is or was an affiliate of the Company; or

(c) at the request of the Company, is or was or holds or held a position equivalent to that of a director, alternate director, officer, employee or agent of a partnership, trust, joint venture or other unincorporated entity;

and the person's heirs or legal personal representatives against any liability incurred by him or her as such director, alternate director, officer, employee or agent or person who holds or held such equivalent position.

22. DIVIDENDS

22.1 Payment of Dividends Subject to Special Rights

The provisions of this Part 22 are subject to the rights, if any, of shareholders holding shares with special rights as to dividends.

22.2 Declaration of Dividends

Subject to the *Business Corporations Act*, the directors may from time to time and at any time declare and authorize payment of such dividends on such class or series of shares of the Company as they may deem advisable, to the exclusion of any other class or series of shares.

22.3 No Notice Required

The directors need not give notice to any shareholder of any declaration under Article 22.2.

22.4 Record Date

The directors may set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date must not precede the date on which the dividend is to be paid by more than two months. If no record date is set, the record date is 5:00 p.m. (local time at the place of the registered office of the Company) on the date on which the directors pass the resolution declaring the dividend.

22.5 Manner of Paying Dividend

A resolution declaring a dividend may direct payment of the dividend wholly or partly in cash or by the distribution of specific assets or of fully paid shares or of bonds, debentures or other securities of the Company or any other corporation, or in any one or more of those ways.

22.6 Settlement of Difficulties

If any difficulty arises in regard to a distribution under Article 22.5, the directors may settle the difficulty as they deem advisable, and, in particular, may:

(a) set the value for distribution of specific assets;

(b) determine that cash payments in substitution for all or any part of the specific assets to which any shareholders are entitled may be paid to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and

(c) vest any such specific assets in trustees for the persons entitled to the dividend.

22.7 When Dividend Payable

Any dividend may be made payable on such date as is fixed by the directors.

22.8 Dividends to be Paid in Accordance with Number of Shares

All dividends on shares of any class or series of shares must be declared and paid according to the number of such shares held.

22.9 Receipt by Joint Shareholders

If several persons are joint shareholders of any share, any one of them may give an effective receipt for any dividend, bonus or other money payable in respect of the share.

22.10 Dividend Bears No Interest

No dividend bears interest against the Company.

22.11 Fractional Dividends

If a dividend to which a shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend.

22.12 Payment of Dividends

Any dividend or other distribution payable in cash in respect of shares may be paid by cheque, made payable to the order of the person to whom it is sent, and mailed to the registered address of the shareholder, or in the case of joint shareholders, to the registered address of the joint shareholder who is first named on the central securities register, or to the person and to the address the shareholder or joint shareholders may direct in writing. The mailing of such cheque will, to the extent of the sum represented by the cheque (plus the amount of the tax required by law to be deducted), discharge all liability for the dividend unless such cheque is not paid on presentation or the amount of tax so deducted is not paid to the appropriate taxing authority.

22.13 Capitalization of Retained Earnings or Surplus

Notwithstanding anything contained in these Articles, the directors may from time to time capitalize any retained earnings or surplus of the Company and may from time to time issue, as fully paid, shares or any bonds, debentures or other securities of the Company as a dividend representing the retained earnings or surplus so capitalized or any part thereof.

23. ACCOUNTING RECORDS AND REPORTS

23.1 Recording of Financial Affairs

The directors must cause adequate accounting records to be kept to record properly the financial affairs and condition of the Company and to comply with the *Business Corporations Act*.

23.2 Inspection of Accounting Records

Unless the directors determine otherwise, or unless otherwise determined by ordinary resolution, no shareholder of the Company is entitled to inspect or obtain a copy of any accounting records of the Company.

24. NOTICES

24.1 Method of Giving Notice

Unless the *Business Corporations Act* or these Articles provide otherwise, a notice, statement, report or other record required or permitted by the *Business Corporations Act* or these Articles to be sent by or to a person may be sent by any one of the following methods:

(a) mail addressed to the person at the applicable address for that person as follows:

(i) for a record mailed to a shareholder, the shareholder's registered address;

(ii) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class;

(iii) in any other case, the mailing address of the intended recipient;

(b) delivery at the applicable address for that person as follows, addressed to the person:

(i) for a record delivered to a shareholder, the shareholder's registered address;

(ii) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of that record or records of that class;

(iii) in any other case, the delivery address of the intended recipient;

(c) sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;

(d) sending the record by e-mail to the e-mail address provided by the intended recipient for the sending of that record or records of that class; or

(e) physical delivery to the intended recipient.

24.2 Deemed Receipt

A notice, statement, report or other record that is:

(a) mailed to a person by ordinary mail to the applicable address for that person referred to in Article 24.1 is deemed to be received by the person to whom it was mailed on the day (Saturdays, Sundays and holidays excepted) following the date of mailing;

(b) faxed to a person to the fax number provided by that person referred to in Article 24.1 is deemed to be received by the person to whom it was faxed on the day it was faxed; and

(c) e-mailed to a person to the e-mail address provided by that person referred to in Article 24.1 is deemed to be received by the person to whom it was e-mailed on the day it was e-mailed.

24.3 Certificate of Sending

A certificate signed by the secretary, if any, or other officer of the Company or of any other corporation acting in that capacity on behalf of the Company stating that a notice, statement, report or other record was sent in accordance with Article 24.1 is conclusive evidence of that fact.

24.4 Notice to Joint Shareholders

A notice, statement, report or other record may be provided by the Company to the joint shareholders of a share by providing such notice, statement, report or other record to the joint shareholder first named in the central securities register in respect of the share.

24.5 Notice to Legal Personal Representatives and Trustees

A notice, statement, report or other record may be provided by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a shareholder by:

(a) mailing the record, addressed to them:

(i) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and

(ii) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or

(b) if an address referred to in paragraph (a)(ii) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

24.6 Undelivered Notices

If on two consecutive occasions, a notice, statement, report or other record is sent to a shareholder pursuant to Article 24.1 and on each of those occasions any such record is returned because the shareholder cannot be located, the Company will not be required to send any further notice, statement, report or other record to the shareholder until the shareholder informs the Company in writing of his or her new address.

25. SEAL

25.1 Who May Attest Seal

Except as provided in Articles 25.2 and 25.3, the Company's seal, if any, must not be impressed on any record except when that impression is attested by the signatures of:

(a) any two directors;

(b) any officer, together with any director;

(c) if the Company only has one director, that director; or

(d) any one or more directors or officers or persons as may be determined by the directors.

25.2 Sealing Copies

For the purpose of certifying under seal a certificate of incumbency of the directors or officers of the Company or a true copy of any resolution or other document, despite Article 25.1, the impression of the seal may be attested by the signature of any director or officer or the signature of any other person as may be determined by the directors.

25.3 Mechanical Reproduction of Seal

The directors may authorize the seal to be impressed by third parties on share certificates or bonds, debentures or other securities of the Company as they may determine appropriate from time to time. To enable the seal to be impressed on any share certificates or bonds, debentures or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Company are, in accordance with the *Business Corporations Act* or these Articles, printed or otherwise mechanically reproduced, there may be delivered to the person employed to engrave, lithograph or print such definitive or interim share certificates or bonds, debentures or other securities one or more unmounted dies reproducing the seal and such persons as are authorized under Article 25.1 to attest the Company's seal may in writing authorize such person to cause the seal to be impressed on such definitive or interim share certificates or bonds, debentures or other securities by the use of such dies. Share certificates or bonds, debentures or other securities to which the seal has been so impressed are for all purposes deemed to be under and to bear the seal impressed on them.

26. PROHIBITIONS

26.1 Definitions

In this Part 26:

(a) **"security"** has the meaning assigned in the *Securities Act* (British Columbia);

(b) **"transfer restricted security"** means:

(i) a share of the Company;

(ii) a security of the Company convertible into shares of the Company;

(iii) any other security of the Company which must be subject to restrictions on transfer in order for the Company to satisfy the requirement for restrictions on transfer under the "private issuer" exemption of Canadian securities legislation or under any other exemption from prospectus or registration requirements of Canadian securities legislation similar in scope and purpose to the "private issuer" exemption.

26.2 Application

Article 26.3 does not apply to the Company if and for so long as it is a public company.

26.3 Consent Required for Transfer of Shares or Transfer Restricted Securities

No share or other transfer restricted security may be sold, transferred or otherwise disposed of without the consent of the directors and the directors are not required to give any reason for refusing to consent to any such sale, transfer or other disposition.

27. RIGHTS AND RESTRICTIONS ATTACHED TO SHARES

27.1 Common Shares

(a) *Voting Rights*. The holders of the common shares shall be entitled to receive notice of and to attend any meeting of the shareholders of the Company and shall be entitled to one vote in respect of each common share held, except at a meeting of holders of a particular class or series of shares other than the common shares who are entitled to vote separately as a class or series at such meeting.

(b) *Dividends*. Subject to the rights of the holders of any class of shares of the Company entitled to receive dividends in priority to or rateably with the holders of the common shares, the holders of the common shares shall be entitled to receive dividends if, as and when declared by the board of directors of the Company out of the assets of the Company's properly available for the payment of dividends of such amounts and payable in such manner as the board of directors may from time to time determine.

(c) *Liquidation, Dissolution or Winding-Up*. In the event of the liquidation, dissolution or winding-up of the Company or any other distribution of the property or assets of the Company among its shareholders for the purpose of winding-up its affairs, the holders of the common shares shall, subject to the rights of the holders of any other class of shares of the Company entitled to receive the property or assets of the Company upon such distribution in priority to or rateably with the holders of the common shares, be entitled to receive the remaining property and assets of the Company.

27.2 Redeemable Preferred Shares

(a) *Redemption*. The Company shall, subject to the requirements of the *Business Corporations Act*, immediately following the issuance of the Redeemable Preferred Shares (the "**Time of Redemption**") redeem all of the Redeemable Preferred Shares in accordance with the following provisions of this section. Except as hereinafter provided, no notice of redemption or other act or formality on the part of the Company shall be required to call the Redeemable Preferred Shares for redemption.

Prior to the Time of Redemption, the Company shall deliver or cause to be delivered to the Capital Transfer Agency Inc. (the "**Depositary**") at its principal office in the City of Toronto, Ontario $0.012491639 (the "**Redemption Price**") in respect of each Redeemable Preferred Share to be redeemed. Delivery of the aggregate Redemption Price in such manner shall be a full and complete discharge of the Company's obligation to deliver the aggregate Redemption Price to the holders of Redeemable Preferred Shares.

From and after the Time of Redemption, (i) the Depositary shall pay and deliver or cause to be paid and delivered to the order of the respective holders of the Redeemable Preferred Shares, by way of cheque, on presentation and surrender at the principal office of the Depositary in the City of Toronto, Ontario of the certificates representing the common shares of the Company's predecessor, Data Deposit Box Inc., which were converted into Redeemable Preferred Shares upon the amalgamation, the total Redemption Price payable and deliverable to such holders, respectively, and (ii) the holders of Redeemable Preferred Shares shall not be entitled to exercise any of the rights of shareholders in respect thereof except to receive the Redemption Price therefor.

From the Time of Redemption, the Redeemable Preferred Shares in respect of which deposit of the Redemption Price is made shall be deemed to be redeemed and cancelled, the Company shall be fully and completely discharged from its obligations with respect to the payment of the Redemption Price to such holders of Redeemable Preferred Shares, and the rights of such holders shall be limited to receiving the aggregate Redemption Price payable to them on presentation and surrender of the said certificates held by them respectively as specified above. Subject to the requirements of applicable law with respect to unclaimed property, if the Redemption Price has not been fully paid to holders of Redeemable Preferred Shares in accordance with the provisions hereof within six years of the Time of Redemption, the Redemption Price shall be forfeited to the Company.

(b) *Priority*. The common shares shall rank junior to the Redeemable Preferred Shares and shall be subject in all respects to the rights, privileges, restrictions and conditions attaching to the Redeemable Preferred Shares.

(c) *Dividends*. The holders of the Redeemable Preferred Shares shall not be entitled to receive any dividends thereon.

(d) *Voting Rights*. Except as otherwise provided by the *Business Corporations Act*, the holders of the Redeemable Preferred Shares shall not be entitled to receive notice of, to attend or to vote at any meeting of the shareholders of the Company.

(e) *Liquidation, Dissolution or Winding-Up*. In the event of the liquidation or winding-up of the Company or any other distribution of the property or assets of the Company among its shareholders for the purpose of winding-up its affairs, and subject to the extinguishment of the rights of holders of Redeemable Preferred Shares upon satisfaction of the Redemption Price in respect of each Redeemable Preferred Share as provided under section 27.2(a), the holders of Redeemable Preferred Shares shall be entitled to receive and the Company shall pay to such holders, before any amount shall be paid or any property or assets of the Company shall be distributed to the holders of common shares or any other class of shares ranking junior to the Redeemable Preferred Shares as to such entitlement, an amount equal to the Redemption Price for each Redeemable Preferred Share held by them respectively and no more. After payment to the holders of the Redeemable Preferred Shares of the amounts so payable to them as hereinbefore provided, they shall not be entitled to share in any further distribution of the property or assets of the Company.

Appendix C-2 – Amalgamation Application

BC Limited Company

AMALGAMATION APPLICATION

BUSINESS CORPORATIONS ACT, section 275

BRITISH COLUMBIA | BC Registry Services

Telephone: 1 877 526-1526
www.bcreg.ca

Mailing Address: PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3

Courier Address: 200 – 940 Blanshard Street
Victoria BC V8W 3E6

DO NOT MAIL THIS FORM to BC Registry Services unless you are instructed to do so by registry staff. The Regulation under the *Business Corporations Act* requires the electronic version of this form to be filed on the Internet at www.corporateonline.gov.bc.ca

Freedom of Information and Protection of Privacy Act (FOIPPA): Personal information provided on this form is collected, used and disclosed under the authority of the *FOIPPA* and the *Business Corporations Act* for the purposes of assessment. Questions regarding the collection, use and disclosure of personal information can be directed to the Manager of Registries Operations at 1 877 526-1526, PO Box 9431 Stn Prov Govt, Victoria BC V8W 9V3.

A INITIAL INFORMATION – *When the amalgamation is complete, your company will be a BC limited company.*

What kind of company(ies) will be involved in this amalgamation?
(Check all applicable boxes.)

- [x] BC company
- [ ] BC unlimited liability company

B NAME OF COMPANY – *Choose **one** of the following:*

- [ ] The name _____ is the name reserved for the amalgamated company. The name reservation number is: _____,

OR

- [x] The company is to be amalgamated with a name created by adding "B.C. Ltd." after the incorporation number,

OR

- [ ] The amalgamated company is to adopt, as its name, the name of one of the amalgamating companies.

  The name of the amalgamating company being adopted is:

  _____

  The incorporation number of that company is: _____

Please note: If you want the name of an amalgamating corporation that is a foreign corporation, you must obtain a name approval before completing this amalgamation application.

C AMALGAMATION STATEMENT – *Please indicate the statement applicable to this amalgamation.*

- [ ] **With Court Approval:**
  This amalgamation has been approved by the court and a copy of the entered court order approving the amalgamation has been obtained and has been deposited in the records office of each of the amalgamating companies.

OR

- [x] **Without Court Approval:**
  This amalgamation has been effected without court approval. A copy of all of the required affidavits under section 277(1) have been obtained and the affidavit obtained from each amalgamating company has been deposited in that company's records office.

D AMALGAMATION EFFECTIVE DATE – *Choose **one** of the following:*

☐ The amalgamation is to take effect at the time that this application is filed with the registrar.

☑ The amalgamation is to take effect at 12:01a.m. Pacific Time on YYYY / MM / DD TBD being a date that is not more than ten days after the date of the filing of this application.

☐ The amalgamation is to take effect at _____ ☐ a.m. or ☐ p.m. Pacific Time on YYYY / MM / DD being a date and time that is not more than ten days after the date of the filing of this application.

E AMALGAMATING CORPORATIONS

Enter the name of each amalgamating corporation below. For each company, enter the incorporation number. If the amalgamating corporation is a foreign corporation, enter the foreign corporation's jurisdiction and if registered in BC as an extraprovincial company, enter the extraprovincial company's registration number. Attach an additional sheet if more space is required.

NAME OF AMALGAMATING CORPORATION	BC INCORPORATION NUMBER, OR EXTRAPROVINCIAL REGISTRATION NUMBER IN BC	FOREIGN CORPORATION'S JURISDICTION
1. DATA DEPOSIT BOX INC	BC1013727	
2. 1241017 B.C. LTD.	BC1241017	
3.		
4.		
5.		

F FORMALITIES TO AMALGAMATION

If any amalgamating corporation is a foreign corporation, section 275 (1)(b) requires an authorization for the amalgamation from the foreign corporation's jurisdiction to be filed.

☐ This is to confirm that each authorization for the amalgamation required under section 275(1)(b) is being submitted for filing concurrently with this application.

G CERTIFIED CORRECT – I have read this form and found it to be correct.

This form must be signed by an authorized signing authority for each of the amalgamating companies as set out in Item E.

NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
1. TBD	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
2. TBD	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
3.	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
4.	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
5.	X	

NOTICE OF ARTICLES

A NAME OF COMPANY

Set out the name of the company as set out in Item B of the Amalgamation Application.

____ B.C. LTD.

B TRANSLATION OF COMPANY NAME

Set out every translation of the company name that the company intends to use outside of Canada.

N/A

C DIRECTOR NAME(S) AND ADDRESS(ES)

Set out the full name, delivery address and mailing address (if different) of every director of the company. The director may select to provide either (a) the delivery address and, if different, the mailing address for the office at which the individual can usually be served with records between 9 a.m. and 4 p.m. on business days or (b) the delivery address and, if different, the mailing address of the individual's residence. The delivery address must not be a post office box. Attach an additional sheet if more space is required.

LAST NAME	FIRST NAME	MIDDLE NAME	
OPALCHUK	JAMIE		
DELIVERY ADDRESS	**PROVINCE/STATE**	**COUNTRY**	**POSTAL CODE/ZIP CODE**
249 North Shore Blvd E, Burlington	Ontario	Canada	L7T 1W8
MAILING ADDRESS	**PROVINCE/STATE**	**COUNTRY**	**POSTAL CODE/ZIP CODE**
249 North Shore Blvd E, Burlington	Ontario	Canada	L7T 1W8
LAST NAME	**FIRST NAME**	**MIDDLE NAME**	
DELIVERY ADDRESS	**PROVINCE/STATE**	**COUNTRY**	**POSTAL CODE/ZIP CODE**
MAILING ADDRESS	**PROVINCE/STATE**	**COUNTRY**	**POSTAL CODE/ZIP CODE**
LAST NAME	**FIRST NAME**	**MIDDLE NAME**	
DELIVERY ADDRESS	**PROVINCE/STATE**	**COUNTRY**	**POSTAL CODE/ZIP CODE**
MAILING ADDRESS	**PROVINCE/STATE**	**COUNTRY**	**POSTAL CODE/ZIP CODE**
LAST NAME	**FIRST NAME**	**MIDDLE NAME**	
DELIVERY ADDRESS	**PROVINCE/STATE**	**COUNTRY**	**POSTAL CODE/ZIP CODE**
MAILING ADDRESS	**PROVINCE/STATE**	**COUNTRY**	**POSTAL CODE/ZIP CODE**

D REGISTERED OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S REGISTERED OFFICE	PROVINCE	POSTAL CODE
Suite 1100, 736 Granville Street, Vancouver	BC	V6Z 1G3

MAILING ADDRESS OF THE COMPANY'S REGISTERED OFFICE	PROVINCE	POSTAL CODE
Suite 1100, 736 Granville Street, Vancouver	BC	V6Z 1G3

E RECORDS OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S RECORDS OFFICE	PROVINCE	POSTAL CODE
Suite 1100, 736 Granville Street, Vancouver	BC	V6Z 1G3

MAILING ADDRESS OF THE COMPANY'S RECORDS OFFICE	PROVINCE	POSTAL CODE
Suite 1100, 736 Granville Street, Vancouver	BC	V6Z 1G3

F AUTHORIZED SHARE STRUCTURE

Identifying name of class or series of shares	Maximum number of shares of this class or series of shares that the company is authorized to issue, or indicate there is no maximum number.		Kind of shares of this class or series of shares.			Are there special rights or restrictions attached to the shares of this class or series of shares?	
	THERE IS NO MAXIMUM (✔)	MAXIMUM NUMBER OF SHARES AUTHORIZED	WITHOUT PAR VALUE (✔)	WITH A PAR VALUE OF ($)	Type of currency	YES (✔)	NO (✔)
Common	✔		✔			✔	
Redeemable Preferred	✔		✔			✔	

SCHEDULE "D"
DISSENT RIGHTS –
DIVISION 2 OF PART 8 OF THE BCBCA

Division 2 – Dissent Proceedings

Definitions and application

237. (1) In this Division:

"dissenter" means a shareholder who, being entitled to do so, sends written notice of dissent when and as required by section 242;

"notice shares" means, in relation to a notice of dissent, the shares in respect of which dissent is being exercised under the notice of dissent;

"payout value" means,

(a) in the case of a dissent in respect of a resolution, the fair value that the notice shares had immediately before the passing of the resolution,

(b) in the case of a dissent in respect of an arrangement approved by a court order made under section 291 (2) (c) that permits dissent, the fair value that the notice shares had immediately before the passing of the resolution adopting the arrangement,

(c) in the case of a dissent in respect of a matter approved or authorized by any other court order that permits dissent, the fair value that the notice shares had at the time specified by the court order, or

(d) in the case of a dissent in respect of a community contribution company, the value of the notice shares set out in the regulations,

excluding any appreciation or depreciation in anticipation of the corporate action approved or authorized by the resolution or court order unless exclusion would be inequitable.

(2) This Division applies to any right of dissent exercisable by a shareholder except to the extent that

(a) the court orders otherwise, or

(b) in the case of a right of dissent authorized by a resolution referred to in section 238 (1) (g), the court orders otherwise or the resolution provides otherwise.

Right to dissent

238. (1) A shareholder of a company, whether or not the shareholder's shares carry the right to vote, is entitled to dissent as follows:

(a) under section 260, in respect of a resolution to alter the articles

(i) to alter restrictions on the powers of the company or on the business the company is permitted to carry on, or

(ii) without limiting subparagraph (i), in the case of a community contribution company, to alter any of the company's community purposes within the meaning of section 51.91;

(b) under section 272, in respect of a resolution to adopt an amalgamation agreement;

(c) under section 287, in respect of a resolution to approve an amalgamation under Division 4 of Part 9;

(d) in respect of a resolution to approve an arrangement, the terms of which arrangement permit dissent;

(e) under section 301 (5), in respect of a resolution to authorize or ratify the sale, lease or other disposition of all or substantially all of the company's undertaking;

(f) under section 309, in respect of a resolution to authorize the continuation of the company into a jurisdiction other than British Columbia;

(g) in respect of any other resolution, if dissent is authorized by the resolution;

(h) in respect of any court order that permits dissent.

(2) A shareholder wishing to dissent must

(a) prepare a separate notice of dissent under section 242 for

(i) the shareholder, if the shareholder is dissenting on the shareholder's own behalf, and

(ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is dissenting,

(b) identify in each notice of dissent, in accordance with section 242 (4), the person on whose behalf dissent is being exercised in that notice of dissent, and

(c) dissent with respect to all of the shares, registered in the shareholder's name, of which the person identified under paragraph (b) of this subsection is the beneficial owner.

(3) Without limiting subsection (2), a person who wishes to have dissent exercised with respect to shares of which the person is the beneficial owner must

(a) dissent with respect to all of the shares, if any, of which the person is both the registered owner and the beneficial owner, and

(b) cause each shareholder who is a registered owner of any other shares of which the person is the beneficial owner to dissent with respect to all of those shares.

Waiver of right to dissent

239. (1) A shareholder may not waive generally a right to dissent but may, in writing, waive the right to dissent with respect to a particular corporate action.

(2) A shareholder wishing to waive a right of dissent with respect to a particular corporate action must

(a) provide to the company a separate waiver for

(i) the shareholder, if the shareholder is providing a waiver on the shareholder's own behalf, and

(ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is providing a waiver, and

(b) identify in each waiver the person on whose behalf the waiver is made.

(3) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on the shareholder's own behalf, the shareholder's right to dissent with respect to the particular corporate action terminates in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and this Division ceases to apply to

(a) the shareholder in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and

(b) any other shareholders, who are registered owners of shares beneficially owned by the first mentioned shareholder, in respect of the shares that are beneficially owned by the first mentioned shareholder.

(4) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on behalf of a specified person who beneficially owns shares registered in the name of the shareholder, the right of shareholders who are registered owners of shares beneficially owned by that specified person to dissent on behalf of that specified person with respect to the particular corporate action terminates and this Division ceases to apply to those shareholders in respect of the shares that are beneficially owned by that specified person.

Notice of resolution

240. (1) If a resolution in respect of which a shareholder is entitled to dissent is to be considered at a meeting of shareholders, the company must, at least the prescribed number of days before the date of the proposed meeting, send to each of its shareholders, whether or not their shares carry the right to vote,

(a) a copy of the proposed resolution, and

(b) a notice of the meeting that specifies the date of the meeting, and contains a statement advising of the right to send a notice of dissent.

(2) If a resolution in respect of which a shareholder is entitled to dissent is to be passed as a consent resolution of shareholders or as a resolution of directors and the earliest date on which that resolution can be passed is specified in the resolution or in the statement referred to in paragraph (b), the company may, at least 21 days before that specified date, send to each of its shareholders, whether or not their shares carry the right to vote,

(a) a copy of the proposed resolution, and

(b) a statement advising of the right to send a notice of dissent.

(3) If a resolution in respect of which a shareholder is entitled to dissent was or is to be passed as a resolution of shareholders without the company complying with subsection (1) or (2), or was or is to be passed as a directors' resolution without the company complying with subsection (2), the company must, before or within 14 days after the passing of the resolution, send to each of its shareholders who has not, on behalf of every person who beneficially owns shares registered in the name of the shareholder, consented to the resolution or voted in favour of the resolution, whether or not their shares carry the right to vote,

(a) a copy of the resolution,

(b) a statement advising of the right to send a notice of dissent, and

(c) if the resolution has passed, notification of that fact and the date on which it was passed.

(4) Nothing in subsection (1), (2) or (3) gives a shareholder a right to vote in a meeting at which, or on a resolution on which, the shareholder would not otherwise be entitled to vote.

Notice of court orders

241. If a court order provides for a right of dissent, the company must, not later than 14 days after the date on which the company receives a copy of the entered order, send to each shareholder who is entitled to exercise that right of dissent

(a) a copy of the entered order, and

(b) a statement advising of the right to send a notice of dissent.

Notice of dissent

242. (1) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1) (a), (b), (c), (d), (e) or (f) must,

(a) if the company has complied with section 240 (1) or (2), send written notice of dissent to the company at least 2 days before the date on which the resolution is to be passed or can be passed, as the case may be,

(b) if the company has complied with section 240 (3), send written notice of dissent to the company not more than 14 days after receiving the records referred to in that section, or

(c) if the company has not complied with section 240 (1), (2) or (3), send written notice of dissent to the company not more than 14 days after the later of

(i) the date on which the shareholder learns that the resolution was passed, and

(ii) the date on which the shareholder learns that the shareholder is entitled to dissent.

(2) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1) (g) must send written notice of dissent to the company

(a) on or before the date specified by the resolution or in the statement referred to in section 240 (2) (b) or (3) (b) as the last date by which notice of dissent must be sent, or

(b) if the resolution or statement does not specify a date, in accordance with subsection (1) of this section.

(3) A shareholder intending to dissent under section 238 (1) (h) in respect of a court order that permits dissent must send written notice of dissent to the company

(a) within the number of days, specified by the court order, after the shareholder receives the records referred to in section 241, or

(b) if the court order does not specify the number of days referred to in paragraph (a) of this subsection, within 14 days after the shareholder receives the records referred to in section 241.

(4) A notice of dissent sent under this section must set out the number, and the class and series, if applicable, of the notice shares, and must set out whichever of the following is applicable:

(a) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner and the shareholder owns no other shares of the company as beneficial owner, a statement to that effect;

(b) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner but the shareholder owns other shares of the company as beneficial owner, a statement to that effect and

(i) the names of the registered owners of those other shares,

(ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and

(iii) a statement that notices of dissent are being, or have been, sent in respect of all of those other shares;

(c) if dissent is being exercised by the shareholder on behalf of a beneficial owner who is not the dissenting shareholder, a statement to that effect and

(i) the name and address of the beneficial owner, and

(ii) a statement that the shareholder is dissenting in relation to all of the shares beneficially owned by the beneficial owner that are registered in the shareholder's name.

(5) The right of a shareholder to dissent on behalf of a beneficial owner of shares, including the shareholder, terminates and this Division ceases to apply to the shareholder in respect of that beneficial owner if subsections (1) to (4) of this section, as those subsections pertain to that beneficial owner, are not complied with.

Notice of intention to proceed

243. (1) A company that receives a notice of dissent under section 242 from a dissenter must,

(a) if the company intends to act on the authority of the resolution or court order in respect of which the notice of dissent was sent, send a notice to the dissenter promptly after the later of

(i) the date on which the company forms the intention to proceed, and

(ii) the date on which the notice of dissent was received, or

(b) if the company has acted on the authority of that resolution or court order, promptly send a notice to the dissenter.

(2) A notice sent under subsection (1) (a) or (b) of this section must

(a) be dated not earlier than the date on which the notice is sent,

(b) state that the company intends to act, or has acted, as the case may be, on the authority of the resolution or court order, and

(c) advise the dissenter of the manner in which dissent is to be completed under section 244.

Completion of dissent

244. (1) A dissenter who receives a notice under section 243 must, if the dissenter wishes to proceed with the dissent, send to the company or its transfer agent for the notice shares, within one month after the date of the notice,

(a) a written statement that the dissenter requires the company to purchase all of the notice shares,

(b) the certificates, if any, representing the notice shares, and

(c) if section 242 (4) (c) applies, a written statement that complies with subsection (2) of this section.

(2) The written statement referred to in subsection (1) (c) must

(a) be signed by the beneficial owner on whose behalf dissent is being exercised, and

(b) set out whether or not the beneficial owner is the beneficial owner of other shares of the company and, if so, set out

(i) the names of the registered owners of those other shares,

(ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and

(iii) that dissent is being exercised in respect of all of those other shares.

(3) After the dissenter has complied with subsection (1),

(a) the dissenter is deemed to have sold to the company the notice shares, and

(b) the company is deemed to have purchased those shares, and must comply with section 245, whether or not it is authorized to do so by, and despite any restriction in, its memorandum or articles.

(4) Unless the court orders otherwise, if the dissenter fails to comply with subsection (1) of this section in relation to notice shares, the right of the dissenter to dissent with respect to those notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares.

(5) Unless the court orders otherwise, if a person on whose behalf dissent is being exercised in relation to a particular corporate action fails to ensure that every shareholder who is a registered owner of any of the shares beneficially owned by that person complies with subsection (1) of this section, the right of shareholders who are registered owners of shares beneficially owned by that person to dissent on behalf of that person with respect to that corporate action terminates and this Division, other than section 247, ceases to apply to those shareholders in respect of the shares that are beneficially owned by that person.

(6) A dissenter who has complied with subsection (1) of this section may not vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, other than under this Division.

Payment for notice shares

245. (1) A company and a dissenter who has complied with section 244 (1) may agree on the amount of the payout value of the notice shares and, in that event, the company must

(a) promptly pay that amount to the dissenter, or

(b) if subsection (5) of this section applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(2) A dissenter who has not entered into an agreement with the company under subsection (1) or the company may apply to the court and the court may

(a) determine the payout value of the notice shares of those dissenters who have not entered into an agreement with the company under subsection (1), or order that the payout value of those notice shares be established by arbitration or by reference to the registrar, or a referee, of the court,

(b) join in the application each dissenter, other than a dissenter who has entered into an agreement with the company under subsection (1), who has complied with section 244 (1), and

(c) make consequential orders and give directions it considers appropriate.

(3) Promptly after a determination of the payout value for notice shares has been made under subsection (2) (a) of this section, the company must

(a) pay to each dissenter who has complied with section 244 (1) in relation to those notice shares, other than a dissenter who has entered into an agreement with the company under subsection (1) of this section, the payout value applicable to that dissenter's notice shares, or

(b) if subsection (5) applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(4) If a dissenter receives a notice under subsection (1) (b) or (3) (b),

(a) the dissenter may, within 30 days after receipt, withdraw the dissenter's notice of dissent, in which case the company is deemed to consent to the withdrawal and this Division, other than section 247, ceases to apply to the dissenter with respect to the notice shares, or

(b) if the dissenter does not withdraw the notice of dissent in accordance with paragraph (a) of this subsection, the dissenter retains a status as a claimant against the company, to be paid as soon as the company is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the company but in priority to its shareholders.

(5) A company must not make a payment to a dissenter under this section if there are reasonable grounds for believing that

(a) the company is insolvent, or

(b) the payment would render the company insolvent.

Loss of right to dissent

246. The right of a dissenter to dissent with respect to notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares, if, before payment is made to the dissenter of the full amount of money to which the dissenter is entitled under section 245 in relation to those notice shares, any of the following events occur:

(a) the corporate action approved or authorized, or to be approved or authorized, by the resolution or court order in respect of which the notice of dissent was sent is abandoned;

(b) the resolution in respect of which the notice of dissent was sent does not pass;

(c) the resolution in respect of which the notice of dissent was sent is revoked before the corporate action approved or authorized by that resolution is taken;

(d) the notice of dissent was sent in respect of a resolution adopting an amalgamation agreement and the amalgamation is abandoned or, by the terms of the agreement, will not proceed;

(e) the arrangement in respect of which the notice of dissent was sent is abandoned or by its terms will not proceed;

(f) a court permanently enjoins or sets aside the corporate action approved or authorized by the resolution or court order in respect of which the notice of dissent was sent;

(g) with respect to the notice shares, the dissenter consents to, or votes in favour of, the resolution in respect of which the notice of dissent was sent;

(h) the notice of dissent is withdrawn with the written consent of the company;

(i) the court determines that the dissenter is not entitled to dissent under this Division or that the dissenter is not entitled to dissent with respect to the notice shares under this Division.

Shareholders entitled to return of shares and rights

247. If, under section 244 (4) or (5), 245 (4) (a) or 246, this Division, other than this section, ceases to apply to a dissenter with respect to notice shares,

(a) the company must return to the dissenter each of the applicable share certificates, if any, sent under section 244 (1) (b) or, if those share certificates are unavailable, replacements for those share certificates,

(b) the dissenter regains any ability lost under section 244 (6) to vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, and

(c) the dissenter must return any money that the company paid to the dissenter in respect of the notice shares under, or in purported compliance with, this Division.