



**NOTICE OF MEETING
AND
MANAGEMENT INFORMATION CIRCULAR
FOR
THE ANNUAL GENERAL AND SPECIAL MEETING
OF SHAREHOLDERS OF
ENGAGEMENT LABS INC.**

**To be held at
200 Front Street West, Suite 2300
Waterfront Room
Toronto, Ontario
M5V 3K2**

September 27, 2016 at 10 am (Toronto time)

**NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING
OF SHAREHOLDERS**

Dear Shareholders,

You are cordially invited to the Annual General and Special Meeting of Shareholders (the "Meeting") of Engagement Labs Inc. (the "Corporation") to be held at 200 Front Street West, Suite 2300, Toronto, ON M5V 3K2, on September 27, 2016 at 10 am (Toronto time).

The Meeting is being held for the following purposes:

1. To receive and consider the financial statements of the Corporation for the financial year ended December 31, 2015 together with the auditors' report thereon, and the interim financial statements for the three and six months ending March 31, 2016 and June 30, 2016;
2. To fix the number of directors at 5 and to elect 5 directors of the Corporation;
3. To re-appoint Raymond Chabot Grant Thornton, Chartered Accountants as the auditors of the Corporation for the coming year and to authorize the directors to fix their remuneration;
4. To consider, and if deemed appropriate, to adopt, with or without variation, a resolution approving the Corporation's 10% rolling Stock Option Plan;
5. To consider, and if deemed appropriate, to adopt, with or without variation, a resolution approving the Corporation's Restricted Share Unit Plan (the "RSU Plan");
6. To consider, and if deemed appropriate, to adopt, with or without variation, a resolution approving the private placement of Units comprised of unsecured 1% convertible debentures ("Debentures") and common share purchase warrants ("Warrants") to Loeb Holdings Corporation ("Loeb") which may, upon the conversion or exercise of the Debentures and Warrants respectively, result in Loeb materially affecting control of the Corporation under the Rules of the TSX Venture Exchange; and, to consider, and if deemed appropriate, to adopt, with or without variation, a resolution approving an agreement with the Corporation granting Loeb the right to nominate on behalf of the Corporation's Management a majority of the nominees to the Board of Directors of the Corporation that is presented to the shareholders in the Management Information Circular sent in connection with a meeting of shareholders, from time to time, for so long as they hold a minimum of 50% of the Debentures purchased in the private placement or 50% of the common shares issued on conversion of the Debentures, or a combination thereof (excluding shares held by Loeb nominees to the Board), and providing that the initial nominees be those named in this circular;
7. To consider, and if deemed appropriate, to adopt, with or without variation, a resolution approving the issue of 320,000 common shares to Bryan Segal, the departing CEO, due upon his departure from the Corporation, and up to 600,000 common shares to be issued to certain other employees of the Corporation upon their departure, in lieu of a payment in cash;
8. To consider, and if deemed appropriate, to adopt, with or without variation, a resolution approving the issue of common shares up to an amount not exceeding 5% of the outstanding common shares as at the date of this shareholder meeting, by way of stock options of which 2,000,000 are exercisable at \$0.20 per share issued as partial consideration under a consulting agreement to be entered into with Loeb which resolution will be required to be approved by holders of shares other than Loeb;
9. To consider, and if deemed appropriate, to adopt, with or without variation, a resolution approving the issue of 1,045,906 common shares of the Corporation to members of the Board of directors as director fees due and owing in the amount of \$198,722, in lieu of a payment in cash; and
10. To transact any other business as may properly be brought before the Meeting or at any adjournment thereof.

Accompanying this Notice of Meeting is the management information circular of the Corporation dated **August 26, 2016** (the “Information Circular”) and a form of proxy (the “Form of Proxy”). The Information Circular is deemed to form a part of this Notice of Meeting. Capitalized terms used but not otherwise defined in this Notice of Meeting shall have the respective meaning ascribed to such terms in the Information Circular.

If you are a registered shareholder but are unable to attend the Meeting in person, please sign, date and return the enclosed Form of Proxy relating to your common shares. Voting by proxy will not prevent a registered shareholder from voting in person if such shareholder attends the Meeting, but will ensure that the shareholder’s vote will be counted if the shareholder is unable to attend in person.

If you are a non-registered shareholder and have received this Notice of Annual General and Special Meeting of Shareholders and the accompanying management information circular from your broker or another intermediary, please complete and return the Form of Proxy or other authorization form provided to you by your broker or other intermediary in accordance with the instructions provided therewith. Failure to do so may result in your common shares being ineligible to be voted at the Meeting.

To be effective, proxies must be duly completed and signed and then deposited with the Corporation’s registrar and transfer agent, Computershare Investor Services Inc. at 100 University Ave., 8th Floor, Toronto, Ontario, M5J 2Y1, as soon as possible and, in any event, not later than 48 hours (excluding Saturdays, Sundays and holidays) prior to the time set for the Meeting or any adjournment or postponement thereof.

The enclosed Form of Proxy appoints nominees of management as proxy holder and you may amend the Proxy, if you wish, by inserting in the space provided the name of the person you wish to represent you as proxy holder at the Meeting.

Only Shareholders of record at the close of business on August 17, 2016 will be entitled to notice of, and to attend and vote at, the Meeting or any adjournments thereof.

DATED at Toronto, Ontario this 26th day of August, 2016.

BY ORDER OF THE BOARD OF DIRECTORS OF ENGAGEMENT LABS INC.

(s) G. Scott Paterson
Chairman

ENGAGEMENT LABS INC.

MANAGEMENT INFORMATION CIRCULAR
ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

SECTION I - VOTING INSTRUCTIONS

SOLICITATION OF PROXIES

This management information circular (the “Circular”) is furnished in connection with the solicitation of proxies by the management of Engagement Labs Inc. (the “Corporation”) for use at the annual general and special meeting of shareholders (the “Meeting”) to be held on Tuesday, September 27, 2016 at 10 am (Toronto time) and at any adjournment thereof. Solicitation of proxies will be primarily by mail, but may also be carried out by directors, officers, employees or agents of the Corporation personally, in writing, by telephone or by fax. The costs thereof will be borne by the Corporation. Management of the Corporation has therefore prepared this Circular and has sent it to those shareholders who are entitled to receive a notice of meeting.

Shareholders who cannot attend the Meeting are urged to complete the attached form of proxy (the “Form of Proxy”) and mail it to Computershare Investor Services Inc., 100 University Ave., 8th Floor, Toronto, Ontario, M5J 2Y1 or vote online by following the instructions on the Form of Proxy, no later than 4pm (Toronto time) on September 23, 2016. The Form of Proxy can also be remitted to the secretary of the Meeting, on the day of the Meeting or at any adjournment thereof. To be considered valid, the Form of Proxy has to be signed and dated by the shareholder or his agent duly authorized in writing. If the shareholder is a corporation, the signature of a duly authorized officer must appear on said Form of Proxy.

APPOINTMENT OF PROXYHOLDERS AND COMPLETION AND REVOCATION OF PROXIES AND VIFS

Persons mentioned in the accompanying Form of Proxy are directors of the Corporation. **Any shareholder has the right to appoint a proxy to represent him at the Meeting other than the persons designated in the enclosed Form of Proxy, and may do so by crossing out the names indicated and by indicating the name of such nominee in the blank space provided.** A proxy does not need to be a shareholder of the Corporation.

REVOCATION OF PROXIES

A shareholder who has given a proxy may revoke it at any time by depositing a written instrument signed by the shareholder or his agent authorized in writing or, if the shareholder is a corporation, by an officer duly authorized in writing, at the Corporation’s head office or at the offices of the transfer agent, Computershare Investor Services Inc., 100 University Ave., 8th Floor, Toronto, Ontario, M5J 2Y1, no later than the close of business on September 23, 2016. A proxy may also be revoked in any other manner permitted by law.

USE OF DISCRETIONARY POWER CONFERRED BY THE PROXIES

The voting rights conferred by the common shares (the “common shares”) and for which proxy is given by the duly signed form in favour of the persons designated therein shall be exercised whenever a ballot is taken at the Meeting. **When a ballot is taken with respect to the election of the directors and the appointment of the auditors of the Corporation, the voting rights conferred by the said shares shall be exercised for the same purposes and in the manner indicated in the appropriate paragraphs of this Circular unless an abstention from voting for the election of the directors or the appointment of the auditors is stipulated in the Form of Proxy.**

The directors soliciting the proxy undertake to carry out the instructions given by a shareholder in the Form of Proxy. **If no instruction is given, the voting rights associated with the common shares will be cast as recommended by management for any matter requiring a 'For' or 'Against' vote, and in favour of the matter for any matter requiring a 'For' or 'Withhold' vote.**

The enclosed Form of Proxy confers discretionary power with respect to any variation or amendment to the matters identified in the Notice of Meeting and any other matters that may properly come before the Meeting. As of the date of this Circular, the directors of the Corporation have no knowledge of any such amendments, variations or other matters that could be brought before the Meeting. In the event that any such amendment, variation or other matter is brought before the Meeting, the persons named in the Form of Proxy will vote in accordance with their judgement.

EXERCISE OF VOTING RIGHTS BY NON-REGISTERED SHAREHOLDERS

Only registered shareholders or duly appointed proxy holders are entitled to vote at the Meeting. Shareholders who do not hold their shares in their own name (the "Non-Registered Shareholders" or "Beneficial Shareholders") are advised that only proxies from shareholders of record can be recognized and voted at the Meeting. However, in many cases, shares of the Corporation beneficially owned by a Non-Registered Shareholder are registered:

- (a) in the name of the intermediary with whom the Non-Registered Shareholder does business related to the shares, including in particular banks, trust companies, securities brokers and trustees or managers of self-directed registered retirement plans and registered education savings plans or similar plans; or
- (b) in the name of a clearing house (such as Canadian Depository for Securities (CDS & Co.)), of which the intermediary is a participant.

In accordance with the requirements of National Instrument 54-101 - *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("NI 54-101"), the Corporation has sent copies of the notice of meeting, this Circular and the Form of Proxy (collectively referred to as the "Meeting Documents") to the clearing houses and intermediaries for distribution to Non-Registered Shareholders.

The intermediaries are required to send the Meeting Documents to each Non-Registered Shareholder unless such shareholder has renounced his right to receive them. Most intermediaries delegate this duty to companies that provide the service of mailing the Meeting Documents to Non-Registered Shareholders, and specially, Non-Registered Shareholders who have not renounced their right to receive the Meeting Documents will either:

- (a) be given a Form of Proxy already signed by the intermediary (normally by fax, with a stamped signature) bearing only the number of shares of which the Non-Registered Shareholder is the Beneficial Shareholder, but not otherwise completed. The Non-Registered Shareholder is not required to sign the proxy. In this case, a Non-Registered Shareholder who wishes to present a proxy must properly complete the form and remit it to Computershare Investor Services Inc. in the manner described above; or
- (b) more typically, be given a voting instruction form (a "VIF") which is not signed by the Intermediary and which, when properly completed and signed by the Non-Registered Shareholder and returned to the intermediary or its service company, will constitute voting instructions, which the intermediary must follow.

In either case, the purpose of these procedures is to permit Non-Registered Shareholders to direct the voting of the common shares which they beneficially own. Should a Non-Registered Shareholder who receives either a Form of Proxy or a VIF wish to attend the Meeting or have someone else attend on his or her behalf, the Non-Registered Shareholder should strike out the names of the persons named in the Form of Proxy and insert the Non-Registered Shareholder's (or such other person's) name in the blank space provided or, in the cases of a VIF, follow the corresponding instructions on the form.

Non-Registered Shareholders should carefully follow the instructions of their intermediaries and their service companies, including those regarding when and where the Form of Proxy or VIF is to be delivered. If Non-Registered Shareholders do not follow such instructions and attend the Meeting, they will not be entitled to vote at the Meeting.

There are two kinds of beneficial owners—those who object to their name being made known to the issuers of securities which they own (called “Objecting Beneficial Owners” or “OBOs”) and those who do not object to the issuers of the securities they own knowing who they are (called “Non-Objecting Beneficial Owners” or “NOBOs”). Pursuant to NI 54-101, issuers can obtain a list of their NOBOs from intermediaries for distribution of proxy-related materials directly to NOBOs.

These Meeting Documents are being sent to both registered and non-registered owners of the common shares. If you are a Non-Registered Shareholder, and the Corporation or its agent has sent these Meeting Documents directly to you, your name and address and information about your holdings of securities have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding on your behalf.

RECORD DATE

The Corporation has set August 17, 2016 as the record date for the Meeting (the “Record Date”). Only shareholders of record as of the close of business at that date are entitled to receive the notice of meeting as well as all other material pertaining to it.

Any person who acquires common shares after the record date is entitled to vote such common shares if he can provide common share certificates registered in his name or establish in another manner his ownership of the shares and requests that his name be registered on the shareholders’ list at least two (2) days prior to the Meeting.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The authorized share capital of the Corporation is an unlimited number of common shares without par value. As at the date hereof, **68,600,926** common shares without par value were issued and outstanding. Each common share of the Corporation carries the right to one vote at any ballot taken at any meeting of the shareholders. Only shareholders of record of the Corporation at the close of business on August 17, 2016 or their duly authorized agents are entitled to attend and vote at the Meeting.

As at the date hereof, to the knowledge of the directors and management of the Corporation, based on available public records, no person beneficially owns, controls or directs, directly or indirectly, 10% or more of the voting rights attached to any class of voting securities of the Corporation.

SECTION II - BUSINESS OF THE MEETING

AUDITORS’ REPORT AND CONSOLIDATED FINANCIAL STATEMENTS (Item No. 1 on the Notice of Meeting)

The Auditors’ audited financial statements for the financial year ended December 31, 2015, together with the auditors’ report thereon, and the unaudited interim financial statements for the 3 and 6 month periods ending March 31, 2016 and June 30, 2016 respectively will be presented before the Meeting. The financial statements and auditors’ report have been filed on SEDAR (www.sedar.com).

ELECTION OF DIRECTORS (Item No. 2 on the Notice of Meeting)

Unless a director resigns or the office becomes vacant upon death or for any other reason in accordance with the Corporation’s by-laws, each director elected at the Meeting holds office until the date of the next annual meeting or until he or she resigns or is otherwise replaced. Management does not anticipate that any of the nominees will,

for any reason, become unable or unwilling to serve as a director. If any change should occur for any reason prior to the Meeting, the persons named in the enclosed proxy form reserve the right to vote for another nominee of their choice, unless instructions were given to abstain from voting concerning the election of the directors.

Management proposes that the number of directors be reduced from 9 to 5 and that the persons described below be elected.

You can vote for all of these directors, vote for some of them and withhold for others, or withhold for all of them. **Unless otherwise instructed, the named proxy holders will vote FOR the election of each of the proposed nominees set forth above as directors of the Corporation.**

The following pages set out, among other things, the names of the proposed nominees for election as directors of the Corporation, together with their municipalities of residence; the year from which each has continually served as a director of the Corporation; their principal occupations for the previous five years; other directorships; the Corporation committee memberships; attendance at meetings of the Board of Directors and its committees; and the number of securities of the Corporation, including options, owned by each proposed nominee, as of August 26, 2016.

<p>G. Scott Paterson Toronto, ON, Canada</p> <p><i>Common shares: 2,497,646⁽¹⁾</i> <i>Stock Options: 350,000</i> <i>RSUs: 146,667</i> <i>Convertible debentures: \$280,000</i></p> <p><i>Equity at risk: \$549,481⁽²⁾</i></p> <p>Board Details:</p> <ul style="list-style-type: none"> • <i>Director since January 6, 2014</i> • <i>Chair of Board</i> • <i>Not Independent</i> 	<p>G. Scott Paterson, 52, is a technology & media entrepreneur. He serves on the Board of Lions Gate Entertainment (NYSE:LGF) and Chair of the Company's Audit & Risk Committee. He also serves as Chair of the Corporation and Chair of privately held FutureVault Inc. and a Director of Giftagram Inc. Mr. Paterson served as Vice-Chairman of Neulion Inc. until August 2015 (TSX: NLN). NeuLion is a worldwide leader in delivering video to internet-connected devices on behalf of customers such as the NFL and the NBA. Mr. Paterson served as Chairman & CEO of JumpTV from June 2006 until the company's merger with NeuLion in October 2008. Mr. Paterson spent 16 years in the investment industry last serving as Chairman & Chief Executive Officer of Yorkton Securities. From April 1995 to December 2001, under Mr. Paterson's leadership, Yorkton raised over \$3 billion as lead underwriter for Canadian technology, biotechnology and film & entertainment companies.</p> <p>Mr. Paterson has served the Canadian securities industry as chairman of the Canadian Venture Exchange, Vice Chairman of the Toronto Stock Exchange, governor of the Investment Dealers Association of Canada and as a director of each of the Canadian Investor Protection Fund, Canadian Securities Institute and the Canadian Securities Advisory Council. Mr. Paterson serves the community today as a governor of Ridley College and as Chairman of the Merry Go Round Children's Foundation, which he co-founded in 1997. He is a graduate of Ridley College and earned a Bachelor of Arts (Economics) degree from the University of Western Ontario.</p> <p>Mr. Paterson is a recipient of Canada's Top 40 Under 40 Award, was recognized in 1999 by Time Magazine as one of Canada's 21st Century Leaders and, in 2000, received the Purple & White Award, the highest recognition provided Alumnus from his alma mater. In January 2007, Mr. Paterson was one of only 17 people worldwide that Newsweek magazine recognized as Who's Next in 2007 in connection with his role at JumpTV. Mr. Paterson is a 2009 graduate of the Institute of Corporate Directors at the Rotman Business School at the University of Toronto. In 2014, Mr. Paterson obtained a Certificate in Entertainment Law from Osgoode Hall, Toronto.</p>
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Board of Directors/ Committee Memberships	Attendance in 2015 ⁽³⁾	Attendance Total		Total Compensation as Director ⁽⁴⁾	
Board	6/6	6/6	100%	2015	\$98,000
Other Reporting Issuer Board Membership During Last 5 Years				Public Board Committee Memberships	
Lions Gate Entertainment (NYSE)		1997 to present		Audit & Risk Committee, Chair	
Neulion Inc. (TSX)		2001 to 2015		Vice-Chairman	
Symbility Solutions (TSXV)		2004 to present		Chairman	
Apogee Silver Ltd. (TSXV)		2010 to present		Chairman	
Gale Force Petroleum (TSXV)		2012 to 2013		-	

Notes

- (1) Excludes securities owned by the Paterson Family Trust ("PFT") of which Mr. Paterson and his children are beneficiaries. Mr. Paterson is not a trustee of PFT and consequently does not direct the voting of common shares of the Corporation held by PFT.
- (2) Equity at risk is determined with reference to the closing price for the common shares on August 17, 2016, which was \$0.22. Information as to common shares beneficially owned, not being in the knowledge of the Corporation, has been furnished by the respective directors, and does not include common shares that may be acquired upon exercise of stock options.
- (3) Attendance was based on the total number of meetings that the Director was eligible to attend.
- (4) Total Compensation as a Director includes fees earned, share-based awards and option-based awards.

Ed Keller Hastings on Hudson, NY, USA <i>Common shares: 5,557,417</i> <i>RSUs: 227,322</i> <i>Equity at risk: \$1,222,632⁽¹⁾</i> Board Details: <ul style="list-style-type: none"> • <i>Director since July 24, 2015</i> • <i>Not Independent</i> 		<p>Ed Keller is CEO and a Director of Engagement Labs. Previously he was President, a position he assumed upon the 2015 acquisition of the US-based Keller Fay Group, where he continues to serve as CEO. Keller Fay is an award winning research and consultancy specializing in word-of-mouth marketing and is well known as the only firm which provides ongoing metrics on offline consumer conversations about brands.</p> <p>Prior to founding Keller Fay in 2005, Keller was the CEO of RoperASW (2001-2005) and before that was President of its predecessor firm Roper Starch Worldwide (1994-2001). Prior to 1994 he held other executive positions at Roper Starch and other US-based market research firms.</p> <p>Keller has been called "one of the most recognized names in word-of-mouth marketing" and the publication of his first book, <i>The Influentials</i>, has been called the "seminal moment in the development of word-of-mouth." Keller's second book, <i>The Face-to Face Book</i> (co-authored with Brad Fay), was named 2013 Best Book in Marketing by the American Marketing Association. Reflecting his industry stature, Keller was elected to the Word of Mouth Marketing Hall of Fame in 2014.</p> <p>Keller was awarded a patent (US 7,653,568) for his development of a System and Method for Identifying Individuals of Influence. He has served in leadership roles in numerous marketing and marketing research organizations, including Board of Directors positions for the Word of Mouth Marketing Association (2006-2011, including Board President from 2006-07), the Advertising Research Foundation (2005-2011), Global Advisory Board member of the Wharton Future of Advertising Initiative (2008-present) and former President of the Market Research Council.</p>			
Board of Directors/ Committee Memberships	Attendance in 2015 ⁽²⁾	Attendance Total		Total Compensation as Director ⁽³⁾	
first nominated in 2015	n/a	n/a	n/a	2015	n/a

Other Reporting Issuer Board Membership During Last 5 Years		Public Board Committee Memberships
Bazaarvoice	2006-2013	Compensation & Governance Committees

Notes

- (1) Equity at risk is determined with reference to the closing price for the common shares on August 17, 2016, which was \$0.22. Information as to common shares beneficially owned, not being in the knowledge of the Corporation, has been furnished by the respective directors, and does not include common shares that may be acquired upon exercise of stock options.
- (2) Attendance was based on the total number of meetings that the Director was eligible to attend.
- (3) Total Compensation as a Director includes fees earned, share-based awards and option-based awards.

Bruce L. Lev Westchester County, New York <i>Common shares: 4,816,753⁽¹⁾</i> <i>Equity at risk: \$0</i> Board Details: <ul style="list-style-type: none"> • <i>Nominee</i> • <i>Independent</i> 		<p>Mr. Lev is the Managing Director of Loeb Holding Corp., New York City. Prior thereto he was Vice Chairman and Director of USCO Logistics which was sold to global freight forwarder Kuhne & Nagel in 2001. From 1995 through early 2000 he was Executive Vice President of Corporate and Legal Affairs of Micro Warehouse Inc. (NASDAQ/MWHS), a \$2.5 billion direct marketer of brand name personal computers and accessories to commercial and consumer markets. He also served on Micro Warehouse's four-person Executive Committee with global responsibility for legal and regulatory affairs, human resources, corporate communications, risk management and facilities. From 1995 through 2002 he was also a member of the Board of Directors of the Roper Organization and served on the Board of the Direct Marketing Association.</p> <p>Prior to 1995, Mr. Lev engaged in the private practice of law. He is a 1965 graduate of Wesleyan University in Middletown, CT, and a 1968 graduate of the University Of Virginia School Of Law. Mr. Lev was Vice Chairman of AirDat, LLC., a privately held company sold to Panasonic Avionics Corporation which provides highly accurate weather forecasting and business risk solutions for commercial and military users. Until its sale to Kratos, Inc. Mr. Lev was on the Board of Directors of Integral Systems Inc. (NASDAQ/ISYS) a leading global provider of satellite ground based command and control systems for commercial and military customers. At Integral he served on the Audit Committee and was Chairman of the Compensation Committee. Mr. Lev was on the Board of Directors of VirtualScopics, Inc. (NASDAQ/VSCP) and was the Chairman of its Audit Committee. VirtualScopics, Inc. was sold to BioTelemetry, Inc. on April 8, 2016. Mr. Lev is on the Board of Directors of Intersections Inc. (NASDAQ/INTX) and is on its Compensation Committee, Executive Committee, and Risk Committee. He has 3 grown sons and lives with his wife in North Salem, NY.</p>			
Board of Directors/ Committee Memberships	Attendance in 2015	Attendance Total		Total Compensation as Director	
Board	n/a	n/a	n/a	2015	n/a
Other Reporting Issuer Board Membership During Last 5 Years				Public Board Committee Memberships	
Intersections Inc. (NASDAQ)		2014 to Present		Comp, Executive, Risk	
VirtualScopics, Inc. (NASDAQ)		2013-2016		Chair, Audit	
Integral Systems Inc.		2009 to 2011		Audit, Chair of Comp	

Notes

- (1) Mr. Lev is Managing Director at Loeb Holdings Corporation. In this capacity, he has control and direction over the voting and disposition of securities of the Corporation held by Loeb, but does not beneficially own such shares.

<p>Gilman J. Anderson New York City, New York</p> <p>Common shares: 0</p> <p>Equity at risk: \$0</p> <p>Board Details:</p> <ul style="list-style-type: none"> • Nominee • Independent 		<p>Gilman Anderson has more than 30 years of cross-industry experience in technology and SaaS with a track record of increasing stakeholder value through strategic thinking, strong operational leadership, and extensive information technology knowledge. Today Mr. Anderson is an active angel investor, a corporate directors and an executive advisor to both business and private equity firms.</p> <p>Mr. Anderson was the CEO of The Allant Group from 2013 to 2015, a technology company focused on addressable TV advertising and database marketing and secured a sale of the company in 2015. Among his achievements, Mr. Anderson Spearheaded the funding for, and the development of a SaaS based Audience Interconnect big data product that ingested tens of millions of set-top-box TV viewer data points and enabled advertisers to more accurately target their TV advertising.</p> <p>From 2008 to until his retirement in 2013 as a Senior Partner at Accenture, Mr. Anderson led significant businesses in the travel and hospitality industry, including outsourcing and consulting services contracts for Starwood Hotels.</p> <p>Mr. Anderson also spearheaded R&D efforts around Big Data, xaaS, and Cloud Computing, directed strategic global investments in Cloud Computing, including: Big Data, IaaS, PaaS, and SaaS, and transforming these investments into a business model that delivers stakeholder value.</p> <p>Mr. Anderson led the formation of key partnerships with a variety of cloud systems providers, including AT&T, BMC, IBM, Microsoft, Oracle, Salesforce.com, SAP, Verizon and others.</p> <p>Prior to Accenture Mr. Anderson was was the CIO for GfK AG's Custom Research Division. GfK is a \$2B+ global market research company headquartered in Nuremberg, Germany.</p>			
Board of Directors/ Committee Memberships	Attendance in 2015	Attendance Total		Total Compensation as Director ^D	
Board	n/a	n/a	n/a	2015	n/a
Other Reporting Issuer Board Membership During Last 5 Years				Public Board Committee Memberships	
n/a		n/a		n/a	

<p>Pat LaPointe Bozeman, Montana</p> <p>Common shares: 29,000 Stock Options: 100,000</p> <p>Equity at risk: \$6,380⁽¹⁾</p> <p>Board Details:</p> <ul style="list-style-type: none"> • Nominee • Not Independent⁽²⁾ 		<p>Mr. LaPointe is an entrepreneur and investor in the marketing data/analytics area. He has built and sold 3 companies in the US in the past 15 years and returned over \$500M US in capital to his investors along the way. The hallmark of Pat's career has been driving revenue and margin growth for services companies thru data-driven strategy, smart technology applications, strong customer value delivery, and recruiting/training/coaching/mentoring high-performance sales, marketing, and client services teams.</p> <p>Pat is the author of <i>Marketing by the Dashboard Light</i> – the bestselling book on marketing metrics and dashboards; he has also published over 100 articles in leading marketing publications on marketing data/analytics, and taught classes at many major business schools including Wharton, Dartmouth, MIT, Columbia, NYU, Stanford, and others.</p> <p>Board of Directors, Advertising Research Foundation (2014-2016)</p> <p>Executive Vice President, and Chairman of Board of Advisors, MarketShare (2011 – 2014): MarketShare provides advanced marketing optimization modeling using sophisticated econometric and choice-modeling techniques to help marketers understand where, how, and how much to invest to achieve optimal returns from marketing investments. Initially backed by Elevation Partners, FTV Capital, and SilverLake Partners, the company grew in four years from <\$10M in primarily services revenues to \$70M+ in SaaS revenues and sold in 2015 to Neustar for over \$450M.</p> <p>Founder, CEO, MarketingNPV (2003 – 2011): Founded MarketingNPV as the first consultancy focused on bridging the gap between CMOs and CFOs to align on credible and effective ways of measuring the ROI on marketing investments. Developed the first database of marketing ROI benchmarks and the first specialized marketing dashboard software applications. MarketingNPV was sold to MarketShare in 2011.</p>			
Board of Directors/ Committee Memberships	Attendance in 2015	Attendance Total		Total Compensation as Director	
Board	n/a	n/a	n/a	2015	n/a
Other Reporting Issuer Board Membership During Last 5 Years				Public Board Committee Memberships	
n/a		n/a		n/a	

Notes

- (1) Equity at risk is determined with reference to the closing price for the common shares on August 17, 2016, which was \$0.22. Information as to common shares beneficially owned, not being in the knowledge of the Corporation, has been furnished by the respective directors, and does not include common shares that may be acquired upon exercise of stock options.
- (2) Mr. LaPointe has provided consulting services to the Corporation having a value in excess of \$75,000.

To the knowledge of the Corporation, none of the candidates nominated to act as directors of the Corporation, have within the ten (10) years preceding the date of this Circular, served as a director or an officer of any company that, while the person was acting in that capacity:

- (i) was subject to a cease trade order or similar order that denied the relevant company access to any exemption under securities legislation, for a period of more than thirty (30) consecutive days;
- (ii) was subject to an event that resulted in the relevant company being the subject of a cease trade order or similar order that denied the relevant company access to any exemption under securities legislation, for a period of more than thirty (30) consecutive days; or
- (iii) within a year of the director or proposed management nominee ceasing to be a director or officer of the relevant company that company 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.

To the best knowledge of the Corporation, no nominated Director or Officer of the Corporation, or a shareholder holding a sufficient number of securities of the Corporation to affect materially the control of the Corporation has, within the ten (10) years preceding the date of this Circular:

- (i) been declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency, or been 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 that individual.

To the knowledge of the Corporation, except as disclosed herein, none of the candidates nominated to act as directors of the Corporation have:

- (i) been subject to any penalties or sanctions imposed by a court relating to Canadian securities legislation or by a Canadian securities regulatory authority;
- (ii) entered into a settlement agreement with a Canadian securities regulatory authority; or
- (iii) been subject to any other penalties or sanctions imposed by a court or regulatory body that would be likely to be considered important to a reasonable investor at the time of deciding on whether to vote for the election of the nominated directors.

In December 2001, our Chairman agreed to a settlement of an administrative proceeding with the Ontario Securities Commission. There were no allegations that any rules or laws had been violated and all terms of the agreement were fulfilled.

APPOINTMENT OF AUDITORS (Item No. 3 on the Notice of Meeting)

Unless authorization to vote on the appointment of auditors has been withheld, the persons named in the enclosed Form of Proxy will vote FOR the re-appointment of Raymond Chabot Grant Thornton, Chartered Accountants, as auditors of the Corporation to hold office until their successors are appointed, and to authorize the directors of the Corporation to fix the remuneration of the auditors. Raymond Chabot Grant Thornton has acted as auditors of the Corporation since May 2013.

APPROVAL OF 10% ROLLING STOCK OPTION PLAN (Item No. 4 on the Notice of Meeting)

The Board of Directors of the Corporation has implemented a stock option plan (the “Stock Option Plan” or “SOP”) for senior officers, directors, employees, and consultants of the Corporation. The number of common shares which may be issued pursuant to options previously granted and those granted under the SOP is a maximum of 10% of the issued and outstanding common shares at the time of the grant. The purpose of this SOP is to advance the interests of the Corporation, through the grant of Options, by:

- (i) providing an incentive compensation mechanism to reward senior officers, directors, employees, and consultants of the Corporation in the success of the Corporation and its affiliates who contribute to the success of the Corporation and its affiliates;
- (ii) encouraging senior officers, directors, employees, and consultants of the Corporation to remain with the Corporation or its affiliates; and
- (iii) attracting new directors, officers, employees and consultants.

Under the policies of the TSX Venture Exchange, all stock option plans which set the number of common shares issuable under the plan at a maximum of 10% of the issued and outstanding common shares at the time of grant must be approved and ratified by shareholders on an annual basis. The Stock Option Plan is attached hereto as Schedule “B”.

The ordinary resolution must be approved by a simple majority of the votes cast at the Meeting in accordance with the rules and policies of the TSX Venture Exchange.

The shareholders of the Corporation are therefore asked to consider, and, if thought appropriate, to approve the following resolution:

“BE IT RESOLVED THAT

1. Subject to receipt of the approval of the TSX Venture Exchange (the “Exchange”), the adoption of the Stock Option Plan by the Corporation, substantially in the form attached to the Circular of the Corporation dated August 26, 2016 as Schedule “B”, but subject to any amendments that may be required by the Exchange, pursuant to which the directors of the Corporation may, from time to time and subject to the restrictions as laid out in the Plan, grant Options to Eligible Persons under the Plan entitling such Eligible Persons to acquire common shares of the Corporation as fully paid and non-assessable common shares, be and is hereby authorized and approved; and
2. Any director or officer of the Corporation be and is hereby authorized and directed, acting for, in the name of and on behalf of the Corporation, to execute or cause to be executed and to deliver or cause to be delivered, such other documents and instruments, and to do or cause to be done all such acts and things, as may in the opinion of such director or officer of the Corporation be necessary or desirable to carry out the intent of the foregoing resolution.”

Unless otherwise directed, the persons named in the enclosed Form of Proxy will vote FOR the resolution approving the adoption of the Stock Option Plan.

APPROVAL OF RSU PLAN (Item No. 5 on the Notice of Meeting)

The board of directors has adopted, subject to shareholder approval, a restricted share unit plan for the Corporation (the “RSU Plan”). The board of directors believes it is desirable to have a wide range of incentive plans, including an RSU Plan, available to attract, retain and motivate senior officers, directors, employees, and consultants of the Corporation (the “Eligible Persons”).

The RSU Plan provides that restricted share units (the “RSUs”) may be granted by the compensation committee (the “Committee”) to Eligible Persons as a discretionary payment in consideration for significant contributions to the long-term success of the Corporation.

The Corporation is proposing to increase the number of common shares reserved for issuance under the RSU Plan, subject to applicable regulatory approval, from 5,614,922 common shares to 6,860,926 common shares. The increased number of common shares proposed to be reserved for issuance equals 10% of the issued and outstanding common shares as of the Record Date. In accordance with the policies of the TSX Venture Exchange, the number of common shares reserved for issuance under the RSU Plan in combination with the aggregate number of common shares issuable under all of the Corporation’s other equity incentive plans in existence from time to time, including the Stock Option Plan, shall not exceed 20% of the issued and outstanding common shares.

Unless redeemed earlier in accordance with the RSU Plan, the RSUs of each Eligible Person will be redeemed on or within 30 days after the Redemption Date (as defined below) for cash or common shares, as determined by the Committee, for an amount equal to the Fair Market Value (the closing market price of the common shares on the TSX Venture Exchange on the day prior to redemption) of the RSUs. The “Redemption Date” in respect of any RSUs means the third anniversary of the grant date on which such RSUs were granted to the Eligible Person, unless (i) an earlier date has been approved by the Committee as the Redemption Date in respect of such RSUs, (ii) there is a “Change of Control” of the Corporation (as defined in the RSU Plan), or (iii) the RSUs are terminated upon an Eligible Person’s termination of employment or death.

Under the RSU Plan, the Board may from time to time amend or revise the terms of the RSU Plan or may discontinue the RSU Plan at any time. Subject to receipt of requisite disinterested Shareholder approval and the approval of the TSX Venture Exchange, the Board may make amendments to the RSU Plan to (i) change the maximum number of common shares issuable under the RSU Plan; (ii) change the method of calculating of the redemption of RSUs held by Eligible Persons; and (iii) provide an extension to the term for the redemption of RSUs held by Eligible Persons.

All other amendments to the RSU Plan may be made by the board of directors without obtaining shareholder approval.

If an Eligible Person ceases to hold such status for any reason (excluding death), all of the Eligible Person’s RSUs which have vested at the time of such cessation shall be redeemed for cash or common shares and the remainder shall be cancelled. No amount shall be paid by the Corporation to the Eligible Person in respect of the RSUs so cancelled. If an Eligible Person dies, all of the deceased RSUs, whether vested or not at the time of death, shall be redeemed for cash or common shares as determined by the Committee.

In the event of a Change of Control, then the Corporation will redeem, subject to prior approval of the TSX Venture Exchange, 100% of the RSUs granted to the Eligible Persons and outstanding under the RSU Plan as soon as reasonably practical, but no later than 30 days following the Redemption Date for a number of common shares equal to the number of RSUs then held by the Eligible Persons.

A copy of the RSU Plan is attached as Schedule “C” to this Circular.

At the Meeting, disinterested shareholders (being the approval of all of the shareholders of the Corporation other than shareholders of the Corporation that are both Eligible Persons and Insiders (as defined in Policy 1.1 of the TSX Venture Exchange) will be asked to consider and, if deemed appropriate, to pass, with or without variation, an ordinary resolution, in the form set out below (the “RSU Plan Resolution”), subject to such amendments, variations or additions as may be approved at the Meeting, approving the adoption of the RSU Plan.

Eligible Persons that are also Insiders shall be excluded from voting on the resolution to approve the RSU Plan. There are 9,534,506 common shares excluded from voting on the resolution as of the record date.

The ordinary resolution must be approved by a simple majority of the votes cast at the Meeting in accordance with the rules and policies of the TSX Venture Exchange.

The shareholders of the Corporation are therefore asked to consider, and, if thought appropriate, to approve by way of resolution of the shareholders, the following resolution:

“BE IT RESOLVED THAT

1. Subject to receipt of the approval of the TSX Venture Exchange (the “Exchange”), the adoption of the Restricted Share Unit Plan by the Corporation, substantially in the form attached to the Circular of the Corporation dated **August 26, 2016** as Schedule “C”, but subject to any amendments that may be required by the Exchange, pursuant to which the directors of the Corporation may, from time to time and subject to the restrictions as laid out in the Plan, grant Restricted Share Units to Eligible Persons under the Plan entitling such Eligible Persons to acquire common shares of the Corporation as fully paid and non-assessable common shares, be and is hereby authorized and approved; and
2. Any director or officer of the Corporation be and is hereby authorized and directed, acting for, in the name of and on behalf of the Corporation, to execute or cause to be executed and to deliver or cause to be delivered, such other documents and instruments, and to do or cause to be done all such acts and things, as may in the opinion of such director or officer of the Corporation be necessary or desirable to carry out the intent of the foregoing resolution.”

The Board of Directors and management recommend the adoption of the RSU Plan Resolution. **Unless otherwise instructed, the persons named in the enclosed Form of Proxy will vote the FOR the resolution approving the adoption of the RSU Plan Resolution.**

APPROVAL OF PRIVATE PLACEMENT AND BOARD NOMINATION RIGHTS TO LOEB HOLDINGS CORPORATION
(Item No. 6 on the Notice of Meeting)

Management has approved a private placement (“Private Placement”) of convertible debenture units (“Units”) subject to applicable regulatory and shareholder approval, with each Unit comprised of one \$1,000 aggregate principal amount unsecured convertible debenture bearing interest at one percent per annum and maturing our years from the date of issue, with each Debenture convertible at \$0.20 per share into 5,000 common shares. Each Unit will also be comprised of 5,000 common share purchase warrants exercisable at an exercise price of \$0.20 per share for a period of four years from Closing.

Loeb Holdings Corporation (“Loeb”), an arm’s length party and current holder of 4,816,753 common shares of the Corporation, has executed a subscription agreement to purchase US\$1.5 million in Units, which will cause it to become a new “control person” of the Corporation under the Rules of the TSX Venture Exchange, as it would have the ability to materially affect control of the Corporation should its Debentures and Warrants be exercised. Assuming the Debentures subscribed for by Loeb are converted and the Warrants are exercised, Loeb would hold approximately 25,816,753 common shares or 28% of the outstanding shares, assuming no other shares are issued.

It is a condition of closing that the security underlying currently outstanding 6% secured convertible debentures of the Corporation be surrendered so that they become unsecured debentures in order to rank equally with the unsecured debentures proposed for issuance under the Private Placement. Approval of this amendment to the Debentures is being sought at a Meeting of Debentureholders called for September 26, 2016.

An additional condition to Loeb’s participation in the Private Placement includes the requirement that the Corporation provide Loeb with the right to name on behalf of the Corporation’s Management a majority of the nominees to the Board of Directors of the Corporation that is presented to the shareholders in any Management Information Circular sent in connection with a meeting of shareholders of the Corporation, from time to time, for so long as they hold a minimum of 50% of the Debentures purchased in the Private Placement or 50% of the common shares issued on conversion of the Debentures, or a combination thereof (excluding shares held by Loeb nominees

to the Board), and providing that the initial nominees be those named in this circular. The policies of the TSX Venture Exchange require disinterested shareholder approval for the granting of a right to Loeb to name a majority of Management's nominees to the board.

Loeb Holding Corporation is a private equity firm. The firm invests in businesses in a variety of industries including logistics and transportation, financial services, healthcare, and market research. It also seeks co-investments. Loeb Holding Corporation is based at 100 Wall Street New York. Its principal executive officers are:

Mr. Thomas Lenox Kempner
Chairman and Chief Executive Officer
Age: 89

Mr. Bruce Leslie Lev
Managing Director
Age: 72

Mr. Lev has control and direction over the voting and disposition of any securities of the Corporation and is a nominee to the Board of Directors of the Corporation.

The ordinary resolution must be approved by a simple majority of the votes cast at the Meeting in accordance with the rules and policies of the TSX Venture Exchange, excluding the 4,816,753 common shares held by Loeb and its associates and affiliates.

The shareholders of the Corporation are therefore asked to consider, and, if thought appropriate, to approve the following resolutions, excluding the 4,816,753 common shares held by Loeb and its associates and affiliates:

"BE IT RESOLVED THAT

1. Subject to receipt of the approval of the TSX Venture Exchange (the "Exchange"), the approval of a Private Placement to Loeb Holdings Corporation, that may result in Loeb materially affecting control of the Corporation through the acquisition of common shares upon conversion of its Debentures and exercise of its Warrants, under the private placement described in this Circular dated August 26, 2016 be approved.
2. Subject to receipt of the approval of the Exchange, the approval of the grant of a right by the Corporation to Loeb to name a majority of Management's nominees to the Board that is presented to the shareholders in any Management Information Circular sent in connection with a meeting of shareholders of the Corporation, from time to time and for such period described in the Information Circular dated August 26, 2016 be approved.
3. Any director or officer of the Corporation be and is hereby authorized and directed, acting for, in the name of and on behalf of the Corporation, to execute or cause to be executed and to deliver or cause to be delivered, such other documents and instruments, and to do or cause to be done all such acts and things, as may in the opinion of such director or officer of the Corporation be necessary or desirable to carry out the intent of the foregoing resolutions."

Unless otherwise directed, the persons named in the enclosed Form of Proxy will vote FOR the resolution approving the Private Placement to Loeb and FOR the right of Loeb to nominate a majority of Management's nominees to the Board subject to holding a requisite number of debentures or common shares issued on conversion of such debentures.

ISSUE OF 920,000 COMMON SHARES TO CERTAIN OFFICERS OF THE CORPORATION
(Item No. 7 on the Notice of Meeting)

Management has approved, subject to applicable regulatory and shareholder approval, the issue of 320,000 common shares to Bryan Segal, the departing CEO, as part of a payment due on his departure of 1,000,000 common shares, of which 680,000 will be issued without shareholder approval. The policies of the TSX Venture Exchange require shareholder approval for the issuance of common shares as compensation exceeding 1% of the outstanding shares to any individual. Management is recommending that this issue be approved.

In addition, the Corporation anticipates issuing up to an additional 600,000 common shares as payment to certain officers of the Corporation, resulting from the Corporation's decision to focus on TotalSocial and related staffing changes. Management is recommending that these shares issuance be approved in order to conserve cash.

The shareholders of the Corporation are therefore asked to consider, and, if thought appropriate, to approve by way of ordinary resolution by a simple majority of the votes cast at the Meeting the following resolutions, excluding 248,535 common shares held by Mr. Segal, and any common shares held by any other individual and their associates that may receive the common shares payable pursuant to these resolutions:

"BE IT RESOLVED THAT

1. Subject to receipt of the approval of the TSX Venture Exchange (the "Exchange"), the approval of the issue of 320,000 common shares to Bryan Segal the departing CEO, and an additional 600,000 common shares to other departing employees, as payment in lieu of cash, as described in the Information Circular dated August 26, 2016 be approved.
2. Any director or officer of the Corporation be and is hereby authorized and directed, acting for, in the name of and on behalf of the Corporation, to execute or cause to be executed and to deliver or cause to be delivered, such other documents and instruments, and to do or cause to be done all such acts and things, as may in the opinion of such director or officer of the Corporation be necessary or desirable to carry out the intent of the foregoing resolution."

Unless otherwise directed, the persons named in the enclosed Form of Proxy will vote FOR the resolution approving the issue of common shares to certain departing officers in lieu of cash.

STOCK OPTIONS ISSUED AND ISSUABLE UNDER A CONSULTING AGREEMENT WITH LOEB
(Item No. 8 on the Notice of Meeting)

Management has approved, subject to regulatory approval and shareholder approval, the issue of stock options pursuant to the Stock Option Plan, of a number of stock options not to exceed 5% of the outstanding common shares as at the date of the Annual and Special Meeting of Shareholders, as partial consideration under to a consulting agreement to be entered into with Loeb.

Loeb is a private equity firm. The firm invests in businesses in a variety of industries including logistics and transportation, financial services, healthcare, and market research. It also seeks co-investments. While the Rules of the Exchange permit the issue of options to a consultant in an amount of up to 2% of the outstanding common shares, the Corporation is seeking, subject to regulatory and shareholder approval, to issue up to an additional 3% of the outstanding shares, given the anticipated contributions towards the stewardship of the business.

The Corporation has approved the grant to Loeb of 2,000,000 stock options at an exercise price of \$0.20 per common share exercisable for a period of five years, of which 650,000 cannot be issued prior to disinterested shareholder approval having been obtained pursuant to the resolution below.

The shareholders of the Corporation are therefore asked to consider, and, if thought appropriate, to approve by ordinary resolution of a simple majority of votes cast at the Meeting, excluding 4,816,753 common shares held by Loeb and its associates and affiliates:

“BE IT RESOLVED THAT

1. Subject to receipt of the approval of the TSX Venture Exchange (the “Exchange”), the approval of the issue of common shares up to an amount not exceeding 5% of the outstanding common shares as at the date of this shareholder meeting, by way of stock options to be issued as partial consideration under a consulting agreement to be entered into with Loeb Holdings Corporation as described in the Circular, be approved.
2. Any director or officer of the Corporation be and is hereby authorized and directed, acting for, in the name of and on behalf of the Corporation, to execute or cause to be executed and to deliver or cause to be delivered, such other documents and instruments, and to do or cause to be done all such acts and things, as may in the opinion of such director or officer of the Corporation be necessary or desirable to carry out the intent of the foregoing resolution.”

Unless otherwise directed, the persons named in the enclosed Form of Proxy will vote FOR the resolution approving the issue of stock options not exceeding 5% of the outstanding common shares to Loeb under the stock option plan, pursuant to a consulting agreement.

ISSUE OF COMMON SHARES TO DIRECTORS IN PAYMENT OF PAST SERVICES
(Item No. 9 on the Notice of Meeting)

Each of the Directors of the Corporation is entitled to a fee payable in cash for services to be rendered during their tenure on the Board. The Corporation has accrued fees payable to the current Board through September 26, 2016 of \$198,722 for services rendered for the period from January 1, 2016 through September 26, 2016 which is now due and owing. In order to conserve cash, the Corporation has determined to pay for these services in cash at a rate of \$0.19 per share, resulting in the issue of an additional 1,045,906 common shares of the Corporation based on a market price of \$0.19 per share.

Pursuant to the Rules of the Exchange, compensation paid in shares for services provided by directors and officers of the Corporation exceeding 2% in the aggregate of the total number of shares issued and outstanding may not be issued without majority of minority approval and regulatory approval. Accordingly, shareholder approval is sought to approve the issue of an additional 1,045,906 common shares in lieu of a cash payment, without giving effect to any votes cast by any of the directors.

The shareholders of the Corporation are therefore asked to consider, and, if thought appropriate, to approve by way of ordinary resolution of a simple majority of the votes cast at the Meeting, excluding 5,304,760 common shares held by the eligible directors and their associates, the following resolutions :

“BE IT RESOLVED THAT

1. Subject to receipt of the approval of the TSX Venture Exchange (the “Exchange”), the approval of the issue of 1,045,906 common shares to be issued in payment of past services which has been accrued and is due and owing to the current directors of the Corporation as described in the Circular, be approved.
2. Any director or officer of the Corporation be and is hereby authorized and directed, acting for, in the name of and on behalf of the Corporation, to execute or cause to be executed and to deliver or cause to be delivered, such other documents and instruments, and to do or cause to be done all such acts and things, as may in the opinion of such director or officer of the Corporation be necessary or desirable to carry out the intent of the foregoing resolution.”

Unless otherwise directed, the persons named in the enclosed Form of Proxy will vote FOR the resolution approving the issue of 1,045,906 common shares to directors for fees due and owing in lieu of cash.

OTHER ITEMS ON THE AGENDA (Item No. 10 on the Notice of Meeting)

Management of the Corporation knows of no other matters to come before the Meeting other than those referred to in the notice of meeting. Should any other matters properly come before the Meeting, it is the intention of the persons named in the Form of Proxy accompanying this Circular to vote on such matters in accordance with their best judgement.

SECTION III - EXECUTIVE COMPENSATION DISCUSSION AND ANALYSIS

STATEMENT OF EXECUTIVE COMPENSATION

A Named Executive Officer (“NEO”), as defined in National Instrument 51-102 – *Continuous Disclosure* Obligations, includes, among other things, an individual who at any time during the Corporation’s last financial year was the Chief Executive Officer or the Chief Financial Officer and each of the three most highly compensated executive officers of the Corporation’s most recently completed financial year who had individual total compensation during the last financial year in excess of \$150,000. During the financial year ended December 31, 2015, the Corporation and its subsidiaries had five NEOs: Bryan Segal, CEO, Gilbert Boyer, CFO, Edward B. Keller, President, Anthony Wolch and Eli Singer.

DISCUSSION AND ANALYSES OF COMPENSATION

The compensation policy for the NEOs of the Corporation is conceived in order to offer competitive remuneration giving the Corporation an opportunity to attract competent management personnel. The compensation policy encourages senior management to surpass their objectives in order to maximize long term investments by the shareholders.

GLOBAL COMPONENT OF THE COMPENSATION

The global compensation of NEOs is currently comprised of one or more of the following elements:

- (i) competitive monetary compensation in line with the median of the market; and
- (ii) a grant of options to purchase common shares and RSUs in order to attract experienced employees, encourage and reward their performance, and align the level of remuneration with the performance of the Corporation and the value of the shareholders’ investments in the Corporation.

BASIC MONETARY COMPENSATION

The basic monetary compensation of senior management is established at competitive levels in comparison with the salaries paid for similar functions by other similar Canadian companies. The Corporation’s policy is to review yearly the level of monetary compensation to its NEOs and to consider, as the case may be, adjustments reflecting the acquisition of key competencies as well as the contribution of such persons to the Corporation’s performance during the financial period. It is the responsibility of the Compensation, Nominating and Corporate Governance Committee to decide if adjustments are required.

The method for determining senior management compensation is relatively uncomplicated and has been designed to ensure that it is fair and reasonable from the perspective of the Corporation’s shareholders, while enabling the Corporation to attract and retain senior management. For this purpose, a number of factors are considered including sampling of other public company compensation in comparable businesses, taking into account the type and size of business as well as the Corporation’s financial performance and prospects for growth and profitability.

The comparative analysis of relevant management performance matrices of the Corporation measured against industry benchmarks, will evolve with the growth and profitability of the business. The Board of Directors may, from time to time, also determine to engage independent compensation consultants to assist in the review and development of the Corporation's compensation policies.

INCENTIVE COMPENSATION

The grant of options is used to attract and maintain key employees. The grant of options is established by the Board of Directors and is based on the achievement of certain financial results, performance, and the Corporation's growth objectives, as well as the achievement of the beneficiary individual's objectives.

All members of senior management, directors, and certain employees of the Corporation are eligible to receive options to purchase shares under the Stock Option Plan. The granting of stock options has two objectives: (i) align the interests of management with those of shareholders regarding stock performance; and (ii) attract executives with high potential, to ensure the Corporation remains competitive with other larger and more established companies.

The procedure for granting of options is generally conducted as follows:

- (i) meetings are held between the Chief Executive Officer of the Corporation or other senior officers of the Corporation and each of the officers and employees eligible to receive options in order to establish mutually agreed upon objectives to be achieved;
- (ii) recommendations are made by the Chief Executive Officer or other senior officers of the Corporation to the Board of Directors to grant options to selected employees and are either approved, modified or rejected by the Board, after analysis by the Board based on both internal factors and review of external comparables;
- (iii) options are granted.

Senior management directs the establishment and modification of the Corporation's incentive options plan. Senior management has a collective responsibility to establish the business objectives of the current year and make, from time to time, recommendations to the Chief Executive Officer, regarding the granting of options to certain officers.

SUMMARY COMPENSATION TABLE

The following table provides a summary of the total compensation for the three most recently completed financial years paid to the NEOs: the Chief Executive Officer, the Chief Financial Officer, the President, Anthony Wolch and Eli Singer. Since the Company changed its financial year end from May 31 to December 31, in 2013, the financial year ended December 31, 2013, was for a period of only seven (7) months.

<u>Name and Principal Position</u>	<u>Financial Year Ending</u>	<u>Salary</u>	<u>Option-Based Awards⁽¹⁾⁽³⁾</u>	<u>Share-based Awards⁽²⁾</u>	<u>Non-Equity Incentive Compensation</u>		<u>All Other Compensation</u>	<u>Total Compensation</u>
					<u>Annual Incentive Plans⁽¹⁾</u>	<u>Long-Term Incentive Plans</u>		
Bryan Segal Chief Executive Officer	2015-12-31	\$250,000	\$67,274	\$78,333	Nil	Nil	Nil	\$395,607
	2014-12-31	\$20,833	\$60,819	Nil	Nil	Nil	Nil	\$81,652
	2013-12-31	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Paul Allard Former Chief Executive Officer	2015-12-31	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2014-12-31	\$150,000	\$107,438	\$50,000	Nil	Nil	Nil	\$307,438
	2013-12-31	\$ 85,084	Nil	Nil	Nil	Nil	Nil	\$85,084
Gilbert Boyer Chief Financial Officer	2015-12-31	\$125,000	\$26,059	Nil	Nil	Nil	\$1,002	\$152,061
	2014-12-31	\$125,000	\$42,974	Nil	Nil	Nil	\$921	\$168,895
	2013-12-31	\$68,790	Nil	Nil	Nil	Nil	Nil	\$68,790
Edward B. Keller President	2015-12-31	\$146,767	Nil	Nil	Nil	Nil	Nil	\$146,767
	2014-12-31	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2013-12-31	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Anthony Wolch	2015-12-31	\$250,000	\$14,869	Nil	Nil	Nil	Nil	\$264,869
	2014-12-31	\$110,959	Nil	Nil	Nil	Nil	Nil	\$110,959
	2013-12-31	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Eli Singer	2015-12-31	\$200,000	Nil	Nil	Nil	Nil	Nil	\$200,000
	2014-12-31	\$88,767	Nil	Nil	Nil	Nil	Nil	\$88,767
	2013-12-31	Nil	Nil	Nil	Nil	Nil	Nil	Nil

Notes

⁽¹⁾ Value was established in accordance with Black & Scholes calculations.

⁽²⁾ Performance based commissions

⁽³⁾ The following assumptions and estimates were used to calculate the fair value of each grant in the chart, in each financial year.

<u>Grant Date</u>	<u>Exercise Price</u>	<u>Risk Free Interest Rate</u>	<u>Annualized Volatility</u>	<u>Expected Life</u>
August 8, 2012	\$2.50	1.64%	130%	5 years
December 1, 2014	\$0.43	1.54%	130%	5 years
August 11, 2014	\$0.50	1.55%	130%	5 years
April 2, 2015	\$0.60	0.65%	161%	5 years

INCENTIVE PLAN AWARDS

Outstanding Share-Based Awards and Option-Based Awards

The following table provides information for each NEO for all awards outstanding as at December 31, 2015.

<u>Name</u>	<u>Option-based Awards</u>				<u>Share-based Awards</u>		
	<u>Number of securities underlying unexercised options (#)</u>	<u>Option Exercise Price</u>	<u>Option Expiration Date</u>	<u>Value of Unexercised in the-money options⁽¹⁾</u>	<u>Number of shares or units of shares that have not vested (#)</u>	<u>Market or payout value of share based awards that have not vested⁽²⁾</u>	<u>Market or payout value of vested share-based awards not paid out or distributed</u>
Bryan Segal ⁽³⁾	500,000	0.43	November 30, 2019	Nil	-	-	-
Bryan Segal	-	-	-	-	500,000	\$140,000	-
Gilbert Boyer ⁽³⁾	25,000	1.00	May 24, 2016	Nil	-	-	-
Gilbert Boyer ⁽³⁾	100,000	0.50	August 11, 2019	Nil	-	-	-
Gilbert Boyer ⁽³⁾	55,000	0.60	April 2, 2015	Nil	-	-	-
Anthony Wolch	80,000	0.60	April 2, 2015	Nil	-	-	-

Notes

- (1) This column indicates the aggregate dollar value of in-the-money vested and unvested unexercised options as at December 31, 2015, using the December 31, 2015 closing price for the common shares of \$0.28.
- (2) The aggregate market value of the share-based awards (Restricted Share Units) that have not vested is calculated based on December 31, 2015 closing price for the common shares of \$0.28.
- (3) See Notes under the heading "Executive Compensation – Summary Compensation Table" for details on the options issued during the year ended December 31, 2015.

DIRECTOR COMPENSATION

Information regarding the compensation received, including options, from the Corporation by any director who was also an NEO during the financial year ended December 31, 2015 may be found under the heading "Executive Compensation – Summary Compensation Table".

Director Compensation Table

The following table provides information with respect to compensation provided to each non-management director for the financial year ended December 31, 2015.

<u>Name</u>	<u>Fees earned</u>	<u>Option-based Awards⁽¹⁾</u>	<u>All other compensation</u>	<u>Total compensation</u>
G. Scott Paterson	\$98,000	\$18,586	Nil	\$116,586
Robert E. Dickson	\$48,000	\$18,586	Nil	\$66,586
James R. Swayze	\$27,000	\$9,293	Nil	\$36,293
Sheldon M. Pollack	\$26,083	\$9,293	Nil	\$35,376
G. Edmund King	\$24,000	\$9,293	Nil	\$33,293
Marc A. Saltzman	\$22,000	\$9,293	Nil	\$31,293
Adrian H. Teuscher	\$15,000	\$9,293	Nil	\$24,293
Gemma Toner	\$1,667	\$3,940	Nil	\$5,607
Paul Allard	\$19,833	\$39,592	Nil	\$59,425

Notes

- (1) The Corporation uses the Black-Scholes option pricing model to estimate the fair value of the options granted, which is in accordance with IFRS.

For fiscal 2014, the Board of Directors has approved board remuneration effective for the period commencing January 1, 2014. Each non-management director is entitled to receive \$15,000 per annum and \$500 per meeting. The Chairman of the Board of Directors is entitled to receive an additional \$50,000 per annum, the Vice-Chairman of the Board an additional \$25,000 per annum, and each of the Chairman of the Audit and Compensation Committees an additional \$5,000 per annum. On July 4, 2014, the Board of Directors approved increases in board remuneration effective July 1, 2014. Each non-management director is now entitled to receive \$20,000 per annum instead of \$15,000 per annum. In addition, the compensation payable to the Chairman of the Board of Directors has increased from \$50,000 per annum to \$75,000 per annum. 100% of Board remuneration is paid in stock in lieu of cash.

Outstanding Share-based Awards and Option-Based Awards for Non-Management Directors

The following table provides information for each director of the Corporation for all awards outstanding as at the financial year ended December 31, 2015. This includes awards granted before the most recently completed financial year.

Name	Option-based Awards				Share-based Awards		
	Number of securities underlying unexercised options (#)	Option Exercise Price	Option Expiration Date	Value of Unexercised in-the-money options ⁽¹⁾	Number of shares or units of shares that have not vested (#)	Market or payout value of share based awards that have not vested ⁽²⁾	Market or payout value of vested share-based awards not paid out or distributed
G. Scott Paterson	250,000	\$0.42	January 6, 2019	Nil	-	-	-
G. Scott Paterson	100,000	\$0.60	April 2, 2020	Nil	-	-	-
G. Scott Paterson	-	-	-	-	236,667	\$66,267	-
Robert E. Dickson	50,000	\$0.42	January 6, 2019	Nil	-	-	-
Robert E. Dickson	100,000	\$0.60	April 2, 2020	Nil	-	-	-
Robert E. Dickson	-	-	-	-	350,000	\$98,000	-
James R. Swayze	50,000	\$0.42	January 6, 2019	Nil	-	-	-
James R. Swayze	50,000	\$0.60	April 2, 2020	Nil	-	-	-
James R. Swayze	-	-	-	-	10,000	\$2,800	-
Sheldon M. Pollack	50,000	\$0.50	August 11, 2019	Nil	-	-	-
Sheldon M. Pollack	50,000	\$0.60	April 2, 2020	Nil	-	-	-
Sheldon M. Pollack	-	-	-	-	50,000	\$14,000	-
G. Edmund King	50,000	\$0.50	August 11, 2019	Nil	-	-	-
G. Edmund King	50,000	\$0.60	April 2, 2020	Nil	-	-	-
Adrian H. Teuscher	50,000	\$0.50	August 11, 2019	Nil	-	-	-
Adrian H. Teuscher	50,000	\$0.60	April 2, 2020	Nil	-	-	-
Paul Allard	25,000	\$1.00	May 24, 2016	Nil	-	-	-
Paul Allard	250,000	\$0.50	August 11, 2019	Nil	-	-	-
Marc A. Saltzman	50,000	\$0.50	August 11, 2019	Nil	-	-	-
Marc A. Saltzman	50,000	\$0.60	April 2, 2020	Nil	-	-	-
Marc A. Saltzman	-	-	-	-	10,000	\$2,800	-
Gemma Toner	50,000	\$0.60	April 2, 2020	Nil	-	-	-
Gemma Toner	-	-	-	-	40,000	\$11,200	-

Notes

⁽¹⁾ This column indicates the aggregate dollar value of in-the-money vested and unvested unexercised options as at December 31, 2015, using the December 31, 2015 closing price for the common shares of \$0.28.

⁽²⁾ The aggregate market value of the share-based awards that have not vested is calculated based on December 31, 2015 closing price for the common shares of \$0.28.

EQUITY COMPENSATION PLAN INFORMATION

The following table sets out information as of the end of the Corporation's most recently completed financial year, December 31, 2015, with respect to compensation plans under which equity securities of the Corporation are authorized for issuance.

	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 ⁽¹⁾
Equity compensation plans approved by securityholders	5,971,834 common shares	\$0.51	5,603,945 common shares
Equity compensation plans not approved by securityholders	Nil	Nil	Nil
Total:	3,094,000 common shares	\$0.56	1,958,427 common shares

Note

⁽¹⁾ In accordance with the policies of the TSX Venture Exchange, the number of common shares reserved for issuance under the RSU Plan in combination with the aggregate number of common shares issuable under all of the Corporation's other equity incentive plans in existence from time to time, including the Stock Option Plan, shall not exceed 20% of the issued and outstanding common shares.

MANAGEMENT CONTRACTS

In August 2012, the Corporation entered into an employment agreement with Gilbert Boyer (CFO), providing for the ensuing year a base salary of \$125,000 and a bonus structure based on the sales of the Corporation (10% of base salary in the case of sales of \$5,000,000 or more or 5% of base salary in the case of sales of \$4,000,000).

In July 2015, the Corporation entered into an employment agreement with Ed Keller (CEO) effective for a period of three years, providing for a base salary of US\$265,000, plus a Required Increase of US\$115,000 in the third year of employment and a Bonus in common shares of the Corporation of up to US\$115,000.

RELATED PARTY CONSULTING

The Corporation conducted the following related party transactions during the financial year ended December 31, 2015:

- Legal fees of \$195,611 were paid to a law firm of which a partner is also an officer of the Corporation
- Consulting fees of \$190,000 were paid to a company controlled by a director of the Corporation;

BENEFITS IN THE EVENT OF TERMINATION

The employment agreement established in August 2012 for Gilbert Boyer (CFO) includes a 2-year indemnity clause, providing 2 years full salary (including potential performance bonuses) in the event of a change of control or a termination without “serious cause” under the laws of the Province of Quebec.

In the event of termination without cause, Mr. Keller is entitled to his Base Salary plus Required Increase and Bonus aggregating up to US\$495,000.

LIABILITY INSURANCE

The directors and officers are covered by liability insurance. The Corporation has a Directors and Officers Liability Insurance policy that provides coverage of up to \$10,000,000 per claim and insurance period with a deductible of \$100,000, for which it pays an annual premium of \$34,980 plus applicable taxes.

INDEBTEDNESS OF SENIOR EXECUTIVES

As of the date hereof, no amount is owed to the Corporation by any director or senior officer or their associates.

SECTION IV - CORPORATE GOVERNANCE PRACTICES

The information below is presented in accordance with National Instrument 58-101 - *Disclosure of Corporate Governance Practices* and Policy 3.1 of the TSX Venture Exchange Manual.

BOARD OF DIRECTORS

G. Edmund King, James R. Swayze, Sheldon M. Pollack, Marc A. Saltzman and Gemma Toner are all “independent directors” within the meaning of the term as defined in Multilateral Instrument 52-110 - *Audit Committees* (“MI 52-110”). Mr. G. Scott Paterson (Chair) and Mr. Ed Keller (Chief Executive Officer) are not independent directors.

ORIENTATION AND CONTINUING EDUCATION

The Corporation does not presently have a formal orientation and continuing education program for new Directors. The Board encourages directors to pursue the pertinent education programs offered by the various regulatory bodies and offers them the possibility of developing their knowledge of the Corporation's nature and activities.

ETHICAL BUSINESS CONDUCT

In the exercise of their mandate and duties, directors must act honestly and in good faith, in the best interest of the Corporation and in compliance with the applicable laws, regulations, policies and standards.

In the case of conflict of interest, a director is required to state the nature and scope of any material interest in any material contract the Corporation may have or may propose, as soon as one becomes aware of such contract or of the Corporation's intention to consider or enter into such proposed contract, in which case the director must abstain from voting on the matter.

NOMINATION OF DIRECTORS

The Corporation's Board of directors selects candidates for director after carefully reviewing and assessing the professional qualifications and skills, personality and other qualifications of each candidate, including the time and energy that such candidate is able to devote to the task and the contribution he can make to the Board of Directors.

OTHER COMMITTEES

Other than the Audit Committee and the Compensation Committee, the Corporation has no other Board committees.

ASSESSMENTS

The Board of Directors assesses its members and the members of its audit committee annually.

INTEREST OF INSIDERS IN MATERIAL TRANSACTIONS

To the knowledge of the Corporation, with the exception of the information disclosed in this Circular namely under the heading "Related Party Consulting" and in the Corporation's audited financial statements for the year ended December 31, 2015, none of the directors, nominees for director or any other insiders of the Corporation nor any of their associates has had a material interest in any transaction conducted since the beginning of the Corporation's last financial year which had or might have a significant impact on the Corporation.

AUDIT COMMITTEE

(a) Charter and Composition of the Audit Committee

The text of the audit committee's charter is attached hereto as Schedule "A". The current members of the audit committee of the Corporation are Mr. Sheldon Pollack and Mr. Edmund King. Mr. Adrian Teuscher, who died in 2015, was also a member of the audit committee of the Corporation for 2014 and the six months of 2015. All such members were financially literate and independent members of the audit committee as such terms are defined in MI 52-110.

(b) Relevant Education and Experience

Each audit committee member has had extensive experience reviewing financial statements. Each member has an understanding of the Corporation's business and has an appreciation for the relevant accounting principles for that business.

Name	Independent	Financially Literate
Sheldon M. Pollack	Yes	Yes
G. Edmund King	Yes	Yes

(c) Audit Committee Oversight

At no time since the commencement of the Corporation's financial year ended December 31, 2015 was a recommendation of the audit committee to nominate or compensate an external auditor not adopted by the Board of Directors.

(d) Pre-Approval Policies and Procedures

The audit committee of the Corporation has adopted specific policies and procedures for the engagement of non-audit services as described in the audit committee's charter attached hereto as Schedule "A".

(e) Reliance on Certain Exemptions

At no time since the commencement of the Corporation's financial year ended December 31st, 2015 has the Corporation relied on the exemption provided under section 2.4 of MI 52-110 (Non-Audit Services) or an exemption from MI 52-110, in whole or in part, granted under Part 8 of MI 52-110.

However, the Corporation is not required to comply with Parts 3 (Composition of the Audit Committee) and 5 (Reporting Obligations) of MI 52-110 given that it is a venture issuer as defined in MI 52-110.

(f) External Auditor Service Fees

The aggregate fees billed by the Corporation's external auditors in each of the last two fiscal years for audit fees are as follows:

Financial Year Ending	Audit Fees	Audit Related Fees
2015-12-31	\$62,500	\$15,295
2014-12-31	\$33,500	\$35,900

SECTION V - OTHER INFORMATION

ADDITIONAL INFORMATION

Financial information on the Corporation is provided in the comparative financial statements and the management discussion and analysis for Corporation's last financial year ended December 31, 2015. Shareholders can obtain additional information on the SEDAR website at www.sedar.com or by making a request to the Corporation's registered office at 5605 Avenue de Gaspé, Suite 201, Montreal, Quebec H2T 2A4 or at its head office in Toronto.

APPROVAL OF THE BOARD OF DIRECTORS

The Board of Directors of the Corporation has approved the contents of this Circular and the sending of such Circular to Shareholders having the right to receive the notice of meeting, to each director of the Corporation, and to the auditors of the Corporation.

DECLARATION

The officer of the Corporation who has signed this Circular hereby declares that a copy of this Circular has been sent to each shareholder having the right to receive the notice of meeting, to each director of the Corporation and to the auditors of the Corporation.

CERTIFICATE

The foregoing contains no untrue statement of a material fact and does not omit to state a material fact that is required to be stated or that is necessary to make a statement not misleading in the light of the circumstances in which it was made.

Signed in Toronto, Ontario this 26th day of August 2016.

(s) Ed Keller

Ed Keller

Chief Executive Officer

SCHEDULE "A"
TO THE MANAGEMENT INFORMATION CIRCULAR
AUDIT COMMITTEE CHARTER

1. PURPOSE AND COMPOSITION

The purpose of the Audit Committee (the **"Committee"**) of Engagement Labs Inc. (the **"Corporation"**) is to assist the Board of Directors (the **"Board"**) in reviewing:

- (i) the Corporation's financial disclosure;
- (ii) the qualifications and independence of the Corporation's external auditor; and
- (iii) the performance of the external auditor.

The Committee of the Corporation shall be composed of not less than three directors of the Corporation, a majority of whom shall be independent within the meaning of Regulation 52-110 (the **"Regulation"**), as amended or replaced from time to time.

2. RESPONSIBILITIES AND DUTIES

To fulfill its responsibilities and duties the Committee shall:

(a) **Financial Disclosure**

Review the Corporation's:

- (i) interim and annual financial statements;
- (ii) management's discussions and analyses;
- (iii) interim and annual earnings press releases;
- (iv) annual information forms;
- (v) prospectuses;
- (vi) other documents containing audited or unaudited financial information, at its discretion;
- (vii) report thereon to the Board before such documents are approved by the Board and disclosed to the public;
- (viii) be satisfied that adequate procedures are in place for the review of the Corporation's public disclosure of financial information extracted or derived from the Corporation's financial statements, other than the disclosure provided by the financial statements, management's discussions and analyses and earnings press releases, and shall periodically assess the adequacy of those procedures.

(b) External Audit

- (i) recommend to the Board the external auditor to be appointed for purposes of preparing or issuing an auditor's report or performing other audit, review or attest services;
- (ii) review and approve the audit plan, the terms of the external auditor's engagement, the appropriateness and reasonableness of proposed audit fees, and any issues relating to the payment of audit fees, and make a recommendation to the Board with respect to the compensation of the external auditor;
- (iii) review the independence of the external auditor;
- (iv) meet with the external auditor and with management to discuss the audit plan, audit findings, any restrictions on the scope of the external auditor's work, and any problems that the external auditor experiences in performing the audit;
- (v) review with the external auditor and management any changes in International Financial Reporting Standards (IFRS) that may be material to the Corporation's financial reporting;
- (vi) review pro forma or adjusted information not in accordance with IFRS;
- (vii) have the authority to communicate directly with the external auditor;
- (viii) require the external auditor to report directly to the Committee;
- (ix) directly oversee the work of the external auditor that is related to the preparation or issue of an auditor's report or other audit, review or attest services for the Corporation, including the resolution of disagreements between management and the external auditor regarding financial reporting;
- (x) meet with the external auditor to discuss the annual financial statements (including the report of the external auditor thereon) and the interim financial statements (including the review engagement report of the external auditor thereon);
- (xi) review any management letter containing the recommendations of the external auditor, and the response and follow up by management in relation to any such recommendations;
- (xii) review any evaluation of the Corporation's internal control over financial reporting conducted by the external auditor, together with management's response;
- (xiii) pre-approve (or delegate such pre-approval to one or more of its independent members) in accordance with a pre-approval policy, all engagements for non-audit services to be provided to the Corporation or its subsidiary entities by the external auditor, together with all non-audit services fees, and consider the impact of such engagements and fees on the independence of the external auditor;
- (xiv) review and approve the Corporation's hiring policy regarding partners, employees and former partners and employees of the present and former external auditor of the Corporation; and

- (xv) in the event of a change of auditor, review and approve the Corporation's disclosure relating thereto.

(c) **Financial Complaints Handling Procedures**

- (i) establish procedures for the receipt, retention and treatment of complaints received by the Corporation regarding accounting, internal accounting controls, or auditing matters; and
- (ii) establish procedures for the confidential, anonymous submission by employees of the Corporation of concerns regarding questionable accounting or auditing matters.

3. OPERATION OF THE COMMITTEE

In connection with the discharge of its duties and responsibilities, the Committee shall observe the following procedures:

- (i) **Reporting.** The Committee shall report to the Board.
- (ii) **Meetings.** The Committee shall meet at least four times every year, and more often if necessary, to discharge its duties and responsibilities hereunder.
- (iii) **Advisors.** The Committee shall have the authority to engage independent counsel and other advisors as it determines necessary to carry out its duties and to set and pay, at the Corporation's expense, the compensation of such advisors.
- (iv) **Chairman.** The Committee will recommend a director as Chairman of the Committee to the Board for approval.

If the Chairman of the Committee is not present at any meeting of the Committee, one of the other members of the Committee present at the meeting shall be chosen by the Committee to preside.

- (v) **Quorum.** A majority of committee members, present in person, by video-conference, by telephone or by a combination thereof, shall constitute a quorum.
- (vi) **Secretary.** The Committee shall appoint a Secretary who need not be a member of the Committee or a director of the Corporation. The Secretary shall keep minutes of the meetings of the Committee.
- (vii) **Calling of Meetings.** A meeting of the Committee may be called by the Chairman of the Committee, by the external auditor of the Corporation, or by any member of the Committee.
- (viii) **Notice of Meeting.** Notice of the time and place of every meeting may be given orally, in writing, by facsimile or by e-mail to each member of the Committee at least 48 hours prior to the time fixed for such meeting.

A member may in any manner waive notice of the meeting. Attendance of a member at the meeting shall constitute waiver of notice of the meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called.

- (ix) **Auditor's Attendance at Meetings.** The external auditor shall be entitled to receive notice of every meeting of the Committee and, at the expense of the Corporation, to attend and be heard at any meeting of the Committee. If so requested by a member of the Committee, the external auditor shall attend every meeting of the Committee held during the term of office of the external auditor.
- (x) **Access to Information.** The Committee shall have access to any information, documents and records that are necessary in the performance of its duties and the discharge of its responsibilities under this Charter.
- (xi) **Review of Charter.** The Committee shall periodically review this Charter and recommend any changes to the Board as it may deem appropriate.
- (xii) **Reporting.** The Chairman of the Committee shall report to the Board, at such times and in such manner, as the Board may from time to time require and shall promptly inform the Chairman of the Corporation of any significant issues raised during the performance of the functions as set out herein, by the external auditor or any Committee member, and shall provide the Chairman copies of any written reports or letters provided by the external auditor to the Committee.

SCHEDULE "B"

INCENTIVE STOCK OPTION PLAN

ARTICLE 1— DEFINITIONS AND INTERPRETATION

1.1 Defined Terms

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

- (i) **"Affiliate"** has the meaning ascribed thereto by the Exchange;
- (ii) **"Board"** means the Board of Directors of the Corporation or, as applicable, a committee consisting of not less than 3 Directors of the Corporation duly appointed to administer this Plan;
- (iii) **"Common shares"** means the common shares of the Corporation;
- (iv) **"Consultant"** means an individual who:
 - (a) provides ongoing consulting, technical, management or other services to the Corporation or an Affiliate under a written contract with the Corporation or the Affiliate,
 - (b) possesses technical, business or management expertise of value to the Corporation or an Affiliate,
 - (c) in the opinion of the Corporation, spends or will spend a reasonable amount of time and attention on the business and affairs of the Corporation or an Affiliate, and
 - (d) has a relationship with the Corporation or an Affiliate that enables the Consultant to be knowledgeable about the business and affairs of the Corporation or the Affiliate,and includes a company of which a Consultant is an employee or shareholder and a partnership of which a Consultant is an employee or partner;
- (v) **"Corporation"** means Engagement Labs Inc.;
- (vi) **"Director"** means a director of the Corporation or of an Affiliate;
- (vii) **"Disinterested Shareholder Approval"** has the meaning ascribed thereto by the Exchange in "Policy 4.4 — Incentive Stock Options" of the Exchange's Corporate Finance Manual;
- (viii) **"Eligible Person"** means a Director, Officer, Employee or Consultant, and includes an issuer all the voting securities of which are owned by Eligible Persons;
- (ix) **"Employee"** means an individual who:
 - (a) is considered an employee of the Corporation or an Affiliate under the Income Tax Act, i.e. for whom income tax, employment insurance and Canada Pension Plan deductions must be made at source,
 - (b) works full-time for the Corporation or an Affiliate providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or the Affiliate

over the details and method of work as an employee of the Corporation or the Affiliate, but for whom income tax deductions are not made at source, or

- (c) works for the Corporation or an Affiliate on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or the Affiliate over the details and method of work as an employee of the Corporation or the Affiliate, but for whom income tax deductions are not made at source;
- (x) **“Exchange”** means the TSX Venture Exchange and any successor entity;
- (xi) **“Expiry Date”** means the last day of the term for an Option, as set by the Board at the time of grant in accordance with 5.2 and, if applicable, as amended from time to time;
- (xii) **“Insider”** has the meaning ascribed thereto by the Exchange;
- (xiii) **“Investor Relations Activities”** has the meaning ascribed thereto by the Exchange;
- (xiv) **“Management Corporation Employee”** means an individual who is employed by a person providing management services to the Corporation or an Affiliate which are required for the ongoing successful operation of the business enterprise of the Corporation or the Affiliate, but excluding a person providing Investor Relations Activities;
- (xv) **“Officer”** means an officer of the Corporation or of an Affiliate, and includes a Management Corporation Employee;
- (xvi) **“Option”** means an option to purchase common shares pursuant to this Plan;
- (xvii) **“Other Share Compensation Arrangement”** means, other than this Plan and any Options, any stock option plan, stock options, employee stock purchase plan or other compensation or incentive mechanism involving the issuance or potential issuance of common shares, including but not limited to a purchase of common shares from treasury which is financially assisted by the Corporation by way of loan, guarantee or otherwise;
- (xviii) **“Participant”** means an Eligible Person who has been granted an Option;
- (xix) **“Plan”** means this Stock Option Plan; and
- (xx) **“Termination Date”** means the date upon which an Eligible Person ceases to qualify as an Eligible Person as that term is defined above.

1.2 Interpretation

References to the outstanding common shares at any point in time shall be computed on a non-diluted basis.

ARTICLE 2– ESTABLISHMENT OF PLAN

2.1 Purpose

The purpose of this Plan is to advance the interests of the Corporation, through the grant of Options, by:

- (a) providing an incentive mechanism to foster the interest of Eligible Persons in the success of the Corporation and its Affiliates;

- (b) encouraging Eligible Persons to remain with the Corporation or its Affiliates; and
- (c) attracting new Directors, Officers, Employees and Consultants.

2.2 Shares Reserved

(i) The aggregate number of common shares that may be reserved for issuance pursuant to Options shall not exceed 10% of the outstanding common shares at the time of the granting of an Option (rolling percentage), less the aggregate number of common shares then reserved for issuance pursuant to any Other Share Compensation Arrangement. For greater certainty, if an Option is surrendered, terminated or expires without being exercised, the common shares reserved for issuance pursuant to such Option shall be available for new Options granted under this Plan.

(ii) If there is a change in the outstanding common shares by reason of any share consolidation or split, reclassification or other capital reorganization, or a stock dividend, arrangement, amalgamation, merger or combination, or any other change to, event affecting, exchange of or corporate change or transaction affecting the common shares, the Board shall make, as it shall deem advisable and subject to the requisite approval of the relevant regulatory authorities, appropriate substitution and/or adjustment in:

- (a) the number and kind of shares or other securities or property reserved or to be allotted for issuance pursuant to this Plan;
- (b) the number and kind of shares or other securities or property reserved or to be allotted for issuance pursuant to any outstanding unexercised Options, and in the exercise price for such shares or other securities or property; and
- (c) the vesting of any Options, including the accelerated vesting thereof on conditions the Board deems advisable,

and if the Corporation undertakes an arrangement or is amalgamated, merged or combined with another corporation, the Board shall make such provision for the protection of the rights of Participants as it shall deem advisable.

(iii) No fractional common shares shall be reserved for issuance under this Plan and the Board may determine the manner in which an Option, insofar as it relates to the acquisition of a fractional common share, shall be treated.

(iv) The Corporation shall, at all times while this Plan is in effect, reserve and keep available such number of common shares as will be sufficient to satisfy the requirements of this Plan.

2.3 Non-Exclusivity

Nothing contained herein shall prevent the Board from adopting such other incentive or compensation arrangements as it shall deem advisable.

2.4 Effective Date

This Plan shall be subject to the approval of any regulatory authority whose approval is required. Any Options granted under this Plan prior to such approvals being given shall be conditional upon such approvals being given, and no such Options may be exercised unless and until such approvals are given.

ARTICLE 3– ADMINISTRATION OF PLAN

3.1 Administration

(i) This Plan shall be administered by the Board. Subject to the provisions of this Plan, the Board shall have the authority:

- (a) to determine the Eligible Persons to whom Options are granted, to grant such Options, and to determine any terms and conditions, limitations and restrictions in respect of any particular Option grant, including but not limited to the nature and duration of the restrictions, if any, to be imposed upon the acquisition, sale or other disposition of common shares acquired upon exercise of the Option, and the nature of the events and the duration of the period, if any, in which any Participant's rights in respect of an Option or common shares acquired upon exercise of an Option may be forfeited;
- (b) To interpret the terms of this Plan, to make all such determinations and take all such other actions in connection with the implementation, operation and administration of this Plan, and to adopt, amend and rescind such administrative guidelines and other rules and regulations relating to this Plan, as it shall from time to time deem advisable, including without limitation for the purpose of ensuring compliance with 3.3 hereof

(ii) The Board's interpretations, determinations, guidelines, rules and regulations shall be conclusive and binding upon the Corporation, Eligible Persons, Participants and all other persons.

3.2 Amendment, Suspension and Termination

The Board may amend, subject to the approval of any regulatory authority whose approval is required, suspend or terminate this Plan or any portion thereof. No such amendment, suspension or termination shall alter or impair any outstanding unexercised Options or any rights without the consent of such Participant. If this Plan is suspended or terminated, the provisions of this Plan and any administrative guidelines, rules and regulations relating to this Plan shall continue in effect for the duration of such time as any Option remains outstanding.

3.3 Compliance with Legislation

(i) This Plan, the grant and exercise of Options hereunder and the Corporation's obligation to sell, issue and deliver any common shares upon exercise of Options shall be subject to all applicable federal, provincial and foreign laws, policies, rules and regulations, to the policies, rules and regulations of any stock exchanges or other markets on which the common shares are listed or quoted for trading and to such approvals by any governmental or regulatory agency as may, in the opinion of counsel to the Corporation, be required. The Corporation shall not be obligated by the existence of this Plan or any provision of this Plan or the grant or exercise of Options hereunder to sell, issue or deliver common shares upon exercise of Options in violation of such laws, policies, rules and regulations or any condition or requirement of such approvals.

(ii) No Option shall be granted and no common shares sold, issued or delivered hereunder where such grant, sale, issue or delivery would require registration or other qualification of this Plan or of the common shares under the securities laws of any foreign jurisdiction, and any purported grant of any Option or any sale, issue and delivery of common shares hereunder in violation of this provision shall be void. In addition, the Corporation shall have no obligation to sell, issue or deliver any common shares hereunder unless such common shares shall have been duly listed, upon official notice of issuance, with all stock exchanges on which the common shares are listed for trading.

(iii) Common shares sold, issued and delivered to Participants pursuant to the exercise of Options shall be subject to restrictions on resale and transfer under applicable securities laws and the requirements of any stock

exchanges or other markets on which the common shares are listed or quoted for trading, and any certificates representing such common shares shall bear, as required, a restrictive legend in respect thereof, including that provided in 8.3 hereof.

ARTICLE 4— OPTION GRANTS

4.1 Eligibility and Multiple Grants

Options shall only be granted to Eligible Persons. An Eligible Person may receive Options on more than one occasion and may receive separate Options, with differing terms, on any one or more occasions.

4.2 Option Agreement

Every Option shall be evidenced by an option agreement, in a form as approved from time to time by the Board, which shall, if the Participant is an Employee, Consultant or Management Corporation Employee, confirm such Participant is a bona fide Employee, Consultant or Management Corporation Employee, as the case may be, of the Corporation or an Affiliate. In the event of any discrepancy between this Plan and an option agreement, the provisions of this Plan shall govern.

4.3 Limitation on Grants and Exercises

(i) **To any one person.** The number of common shares reserved for issuance to any one person in any 12 month period under this Plan and any Other Share Compensation Arrangement shall not exceed 5% of the outstanding common shares at the time of the grant, unless the Corporation is listed on Tier 1 of the Exchange and has obtained Disinterested Shareholder Approval to exceed such limit.

(ii) **To Consultants.** The number of common shares reserved for issuance to any one Consultant in any 12-month period under this Plan and any Other Share Compensation Arrangement shall not exceed 2% of the outstanding common shares at the time of the grant.

(iii) **To persons conducting Investor Relations Activities.** The aggregate number of common shares reserved for issuance to any persons conducting Investor Relations Activities in any 12-month period under this Plan and any Other Share Compensation Arrangement shall not exceed 2% of the outstanding common shares at the time of the grant.

(iv) **To Insiders.** Unless the Corporation has received Disinterested Shareholder Approval to do so:

(a) the aggregate number of common shares reserved for issuance to Insiders under this Plan and any Other Share Compensation Arrangement shall not exceed 10% of the outstanding common shares at the time of the grant;

(b) the aggregate number of common shares reserved for issuance to Insiders in any 12-month period under this Plan and any Other Share Compensation Arrangement shall not exceed 10% of the outstanding common shares at the time of the grant.

(v) **Exercises.** Unless the Corporation is listed on Tier 1 of the Exchange and has received Disinterested Shareholder Approval to do so, the number of common shares issued to any person within a 12-month period pursuant to the exercise of Options granted under this Plan and any Other Share Compensation Arrangement shall not exceed 5% of the outstanding common shares at the time of the exercise.

(vi) **Exclusion.** For purposes of subsections 4.3(iv) and 4.3(v) herein, any common shares reserved for issuance or issued to any person pursuant to this Plan and any Other Share Compensation Arrangement prior to the person becoming an Insider shall be excluded for purposes of the calculations in subsections 4.3(iv) and 4.3(v) herein.

ARTICLE 5– OPTION TERMS

5.1 Exercise Price

(i) Subject to a minimum exercise price of \$0.10 per common share, the exercise price per common share for an Option shall not be less than the “Discounted Market Price”, as calculated pursuant to the policies of the Exchange, or such other minimum price as may be required by the Exchange.

(ii) If Options are granted within ninety days of a distribution by the Corporation by prospectus, then the exercise price per common share for such Option shall not be less than the greater of the minimum exercise price calculated pursuant to subsection 5.1(i) herein and the price per common share paid by the public investors for common shares acquired pursuant to such distribution. Such ninety-day period shall begin:

- (a) on the date the final receipt is issued for the final prospectus in respect of such distribution; and
- (b) in the case of a prospectus that qualifies special warrants, on the closing date of the private placement in respect of such special warrants.

5.2 Expiry Date

If the Corporation is listed on Tier 1 of the Exchange, every Option shall have a term not exceeding and shall therefore expire no later than 10 years after the date of grant. If the Corporation is listed on Tier 2 of the Exchange, every Option granted while the Corporation is listed on Tier 2 of the Exchange shall have a term not exceeding and shall therefore expire no later than 5 years after the date of grant.

5.3 Vesting

(i) Subject to the subsection 5.3(ii) herein and otherwise in compliance with the policies of the Exchange, the Board shall determine the manner in which an Option shall vest and become exercisable.

(ii) Options granted to Consultants performing Investor Relations Activities shall vest over a minimum of 12 months with no more than 1/4 of such Options vesting in any 3-month period.

5.4 Non-Assignability

Options may not be assigned or transferred.

5.5 Ceasing to be Eligible Person

(i) **Termination for cause.** If a Participant who is an Officer, Employee or Consultant is terminated for cause, each Option held by such Participant shall terminate and shall therefore cease to be exercisable upon such termination for cause. If a participant who is a Director ceases to meet the qualifications set forth in the Corporation’s incorporating statute, then, each Option held by such Director shall terminate at the date such Director ceases to be a Director of the Corporation.

(ii) **Death.** If a Participant dies prior to otherwise ceasing to be an Eligible Person, each Option held by such Participant shall terminate and shall therefore cease to be exercisable no later than the earlier of the Expiry Date and the date which is six months after the date of the Participant’s death, always provided that the Board may, in its discretion, extend the date of such termination and the resulting period in which such Option remains exercisable to a date not exceeding the earlier of the Expiry Date and the date which is twelve months after the date of the Participant’s death.

(iii) **End of Eligible Person status.** Subject to Section 5.5(i) and 5.5(vii) below, if a Participant ceases to be an Eligible Person for any reason whatsoever other than death, each Option held by the Participant other than a Participant who is involved in investor relations activities will cease to be exercisable 90 days after the Termination Date. For Participants involved in investor relations activities, Options shall cease to be exercisable 30 days after the Termination Date.

(iv) **Legal representatives.** For greater certainty, if a Participant dies, each Option held by such Participant shall be exercisable by the legal representative of such Participant until such Option terminates and therefore ceases to be exercisable pursuant to the terms of this Section.

(v) **Unvested options.** If any portion of an Option is not vested at the time a Participant ceases, for any reason whatsoever, to be an Eligible Person, such unvested portion of the Option may not be thereafter exercised by the Participant or its legal representative, as the case may be, always provided that the Board may, in its discretion, thereafter permit the Participant or its legal representative, as the case may be, to exercise all or any part of such unvested portion of the Option that would have vested prior to the time such Option otherwise terminates and therefore ceases to be exercisable pursuant to the terms of this Section. For greater certainty, and without limitation, this provision will apply regardless of whether the Participant ceased to be an Eligible Person voluntarily or involuntarily, was dismissed with or without cause, and regardless of whether the Participant received compensation in respect of dismissal or was entitled to a notice of termination for a period which would otherwise have permitted a greater portion of an Option to vest.

(vi) **Tier 1.** Notwithstanding the foregoing, if the Corporation is listed on Tier 1 of the Exchange and a Participant ceases to be an Eligible Person in the circumstances set out in subsection 5.5(iii) herein, the Board may, for any such Participant and in its discretion, extend the date of such termination and the resulting period in which the Option remains exercisable to a date not exceeding the Expiry Date.

(vii) **Change in duties.** The change in the duties or position of a Participant or the transfer of such Participant from a position with the Corporation to a position with a Subsidiary, or vice-versa, shall not trigger the termination of such Participant's Option provided such Participant remains a director, officer, employee or Consultant of the Corporation or Subsidiary.

ARTICLE 6 EXERCISE PROCEDURE

6.1 Exercise Procedure

An Option may be exercised from time to time, and shall be deemed to be validly exercised by the Participant only upon the Participant's delivery to the Corporation at its registered office:

(i) a written notice of exercise addressed to the Corporate Secretary of the Corporation, specifying the number of common shares with respect to which the Option is being exercised;

(ii) the originally signed option agreement or option certificate with respect to the Option being exercised (or if the Corporation is holding such original, confirmation of same);

(iii) a certified cheque or bank draft made payable to the Corporation for the aggregate exercise price for the number of common shares with respect to which the Option is being exercised; and

(iv) documents containing such representations, warranties, agreements and undertakings, including such as to the Participant's future dealings in such common shares, as counsel to the Corporation reasonably determines to be necessary or advisable in order to comply with or safeguard against the violation of the laws of any jurisdiction;

and on the business day following, the Participant shall be deemed to be a holder of record of the common shares with respect to which the Option is being exercised, and thereafter the Corporation shall, within a reasonable amount of time, cause certificates for such common shares to be issued and delivered to the Participant.

6.2 Monitoring of Trades

An Option holder who performs Investor Relations Activities shall provide written notice to the Board of each of his trades of securities of the Corporation, within five (5) business days of each trade.

ARTICLE 7– AMENDMENT OF OPTIONS

7.1 Consent to Amend

The Board may amend any Option with the consent of the affected Participant and the Exchange, including any shareholder approval required by the Exchange. For greater certainty, Disinterested Shareholder Approval is required for any reduction in the exercise price of an Option if the Participant is an Insider at the time of the proposed amendment.

7.2 Amendment Subject to Approval

If the amendment of an Option requires regulatory or shareholder approval, such amendment may be made prior to such approvals being given, but no such amended Options may be exercised unless and until such approvals are given.

ARTICLE 8– MISCELLANEOUS

8.1 No Rights as Shareholder

Nothing in this Plan or any Option shall confer upon a Participant any rights as a shareholder of the Corporation with respect to any of the common shares underlying an Option unless and until such Participant shall have become the holder of such common shares upon exercise of such Option in accordance with the terms of the Plan.

8.2 No Right to Employment

Nothing in this Plan or any Option shall confer upon a Participant any right to continue in the employ of the Corporation or any Affiliate or affect in any way the right of the Corporation or any Affiliate to terminate the Participant's employment, with or without cause, at any time; nor shall anything in the Plan or any Option be deemed or construed to constitute an agreement, or an expression of intent, on the part of the Corporation or any Affiliate to extend the employment of any Participant beyond the time which the Participant would normally be retired pursuant to the provisions of any present or future retirement plan of the Corporation or any Affiliate, or beyond the time at which he would otherwise be retired pursuant to the provisions of any contract of employment with the Corporation or any Affiliate.

8.3 Hold Period

In addition to any resale restrictions under applicable legislation, all options granted hereunder and all common shares issued on the exercise of such options will, if applicable under the policies of the Exchange, be subject to a four (4) month TSX Venture Exchange hold period from the date the options are granted, and the stock option agreements and the certificates representing such shares will bear the following legend:

“Without prior written approval of the Exchange and compliance with all applicable securities legislation, the securities represented by this certificate may not be sold,

transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until [insert date].”

8.4 Governing Law

This Plan, all option agreements, the grant and exercise of Options hereunder, and the sale, issue and delivery of common shares hereunder upon exercise of Options shall be, as applicable, governed by and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein. The Courts of the Province of Quebec shall have the exclusive jurisdiction to hear and decide any disputes or other matters arising therefrom.

SCHEDULE “C”

RESTRICTED SHARE UNIT PLAN

ARTICLE 1 – DEFINITIONS AND INTERPRETATION

1.1 Purpose

This Restricted Share Unit Plan is established as a method by which equity-based incentives may be awarded to the senior officers, directors, employees, and consultants of the Corporation to recognize and reward their significant contributions to the long-term success of the Corporation and to align their interests more closely with the shareholders of the Corporation.

1.2 Definitions

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

- (i) **“Affiliate”** has the meaning ascribed thereto by the Exchange;
- (ii) **“Board”** means the Board of Directors of the Corporation or, as applicable, a committee consisting of not less than 3 Directors of the Corporation duly appointed to administer this Plan;
- (iii) **“Change of Control”** includes
 - (a) the acquisition by any persons “acting jointly or in concert” (as determined by the *Securities Act* (Ontario)), whether directly or indirectly, of voting securities of the Corporation that, together with all other voting securities of the Corporation held by such persons, constitute in the aggregate more than 50% of all outstanding voting securities of the Corporation,
 - (b) an amalgamation, merger, arrangement or other form of business combination of the Corporation with another corporation that results in the holders of voting securities of that other corporation holding, in the aggregate, more than 50% of all outstanding voting securities of the corporation resulting from the business combination,
 - (c) the sale, lease or exchange of all or substantially all of the property of the Corporation to another person, other than in the ordinary course of business of the Corporation or to a related entity, or
 - (d) any other transaction that is deemed to be a **“Change of Control”** for the purposes of this Plan by the Board in its sole discretion;
- (iv) **“Committee”** means the Compensation Committee of the Board or such other committee or persons designated by the Board to determine the grants of Restricted Share Units and administer this Plan;
- (v) **“common share”** means a common share in the capital of the Corporation;
- (vi) **“Corporation”** means Engagement Labs Inc. and its successors and assigns;
- (vii) **“Disinterested Shareholder”** means a holder of common shares that is not an Eligible Person nor an associate (as defined in the *Securities Act* (Ontario)) of an Eligible Person;
- (viii) **“Dividend”** means a dividend declared and payable on a common share in accordance with the Corporation’s dividend policy as the same may be amended from time to time (an **“Ordinary Dividend”**),

and may, in the discretion of the Board, include a special or stock dividend (a **"Special Dividend"**), and may, in the discretion of the Board, include a Special Dividend declared and payable on a common share;

- (ix) **"Eligible Person"** means senior officers, directors, employees, and consultants of the Corporation;
- (x) **"Exchange"** means, collectively, the TSXV, any successor thereto and any other stock exchange or trading facilities through which the common shares trade or are quoted from time to time;
- (xi) **"Fair Market Value"** means the closing price of the common shares on the Exchange on the Business Day immediately prior to the Redemption Date or, if the common shares are not listed on the Exchange, then on such other stock exchange or quotation system as may be selected by the Committee or Board, provided that, if the common shares are not listed or quoted on any other stock exchange or quotation system, then the Fair Market Value will be the value determined by the Committee or Board in its sole discretion acting in good faith;
- (xii) **"Grant Date"** means any date determined from time to time by the Board as a date on which a grant of Restricted Share Units will be made to one or more Eligible Persons under this Plan;
- (xiii) **"Insider"** means an **"Insider"** as defined in the TSXV Policies;
- (xiv) **"Plan"** means this Restricted Share Unit Plan, as amended from time to time;
- (xv) **"Redemption Date"** in respect of any Restricted Share Unit means the third anniversary of the Grant Date on which such Restricted Share Unit was granted to the Eligible Person, unless (i) an earlier date has been established or approved by the Board as the Redemption Date in respect of such Restricted Share Unit in order to create a staggered vesting scheme for a grant or for any other reason as the Board may determine, or (ii) Section 3.6, 4.1, 4.2, 6.2 is applicable, in which case the Redemption Date in respect of such Restricted Share Unit shall be the date established as such in accordance with the applicable Section; provided that, notwithstanding any other provision hereof, in no event will the Redemption Date in respect of any Restricted Share Unit be after the end of the calendar year which is three years following the end of the year in which services to which the grant of such Restricted Share Unit relates were performed by the Eligible Person to whom such Restricted Share Unit was granted;
- (xvi) **"Reorganization"** means any declaration of any stock dividend (other than a Special Dividend in respect of which the Committee or Board, in its discretion, determines that Eligible Persons are to be paid a cash amount pursuant to Section 3.4, stock split, combination or exchange of shares, merger, consolidation, recapitalization, amalgamation, plan of arrangement, reorganization, spin-off or other distribution (other than Ordinary Dividends) of the Corporation assets to shareholders or any other similar corporate transaction or event which the Committee or Board determines affects the common shares such that an adjustment is appropriate to prevent dilution or enlargement of the rights of Eligible Persons under this Plan;
- (xvii) **"Restricted Share Unit"** means one notional common share (without any of the attendant rights of a shareholder of such common share, including, without limitation, the right to vote such common share and the right to receive dividends thereon, except to the extent otherwise specifically provided herein) credited by bookkeeping entry to a notional account maintained by the Corporation in respect of an Eligible Person in accordance with this Plan;
- (xviii) **"Subsidiary"** has the meaning set out in the *Securities Act* (Ontario);
- (xix) **"TSXV"** means the TSX Venture Exchange; and

- (xx) **“TSXV Policies”** means the policies included in the TSXV Corporate Finance Manual and **“TSXV Policy”** means any one of them.

1.3 Effective Date

This Plan shall be effective as of January 1, 2014, provided that no common shares may be issued under this Plan until and unless all required Exchange, regulatory, and shareholder approvals have been obtained with respect to the issuance of Restricted Share Units and common shares hereunder.

1.4 Governing Law; Subject to Applicable Regulatory Rules

This Plan shall be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein. The provisions of this Plan shall be subject to the applicable by-laws, rules and policies of the Exchange and applicable securities legislation.

ARTICLE 2- ELIGIBILITY AND PARTICIPATION

2.1 Eligibility

This Plan applies to those persons qualifying as Eligible Persons for a grant of Restricted Share Units pursuant to Section 3.1.

2.2 Rights Under this Plan

Subject to Sections 4 and 5, an Eligible Person granted Restricted Share Units shall continue to have rights in respect of such Restricted Share Units until such Restricted Share Units have been redeemed for cash or common shares or terminated without vesting in accordance with this Plan.

2.3 Copy of this Plan

The Corporation shall provide each Eligible Person with a copy of this Plan following the initial grant of Restricted Share Units to such Eligible Person and with a copy of all amendments to this Plan.

2.4 Limitation on Rights

- (i) Nothing in this Plan shall confer on any person any right to be designated as an Eligible Person or to be granted any Restricted Share Units.
- (ii) There is no obligation for uniformity of treatment of Eligible Persons or any group of Eligible Persons, whether based on salary or compensation, grade or level or organizational position or level or otherwise.
- (iii) A grant of Restricted Share Units to an Eligible Person on one or more Grant Dates shall not be construed to create a right to a grant of Restricted Share Units on a subsequent Grant Date.

2.5 Grant Agreements

- (i) Each grant of Restricted Share Units shall be evidenced by a written agreement executed by the Eligible Person in substantially the form appended as Appendix “A” hereto.
- (ii) An Eligible Person will not be entitled to any grant of Restricted Share Units or any benefit of this Plan unless the Eligible Person agrees with the Corporation to be bound by the provisions of this Plan.

- (iii) By entering into an agreement described in this Section 2.5, each Eligible Person shall be deemed conclusively to have accepted and consented to all terms of this Plan and all *bona fide* actions or decisions made by the Committee or Board. Such terms and consent shall also apply to and be binding on the legal representative, beneficiaries, heirs and successors of each Eligible Person.

2.6 Limits on common shares Issuable on Exercise

The aggregate maximum number of common shares reserved for issuance under this Plan is 6,860,926 common shares, subject to any adjustment required by TSXV Policies, or such greater number of common shares as may be permitted by TSXV Policies upon being duly approved by the Board and, if required by TSXV Policies, by the shareholders of the Corporation. The maximum number of RSUs that may be issued to any Eligible Person may not exceed 2% of the issued and outstanding common shares of the issuer at the date the RSUs are granted to a consultant.

2.7 No Fractional common shares

No fractional common shares may be issued under this Plan.

ARTICLE 3 - RESTRICTED SHARE UNITS

3.1 Grant of Restricted Share Units

On each Grant Date, the Board, in its sole discretion and based on the recommendations of the Committee, shall designate Eligible Persons and determine the number and vesting of Restricted Share Units to be granted to each Eligible Person. Such grants may have one or more Redemption Dates in order to allow for different vesting dates of the Restricted Share Units.

3.2 Redemption of Restricted Share Units

(i) Unless redeemed earlier in accordance with this Plan, the Restricted Share Units of each Eligible Person will be redeemed within 30 days after each applicable Redemption Date for cash equal to the Fair Market Value of a Restricted Share Unit (net of any applicable statutory withholdings) on the Redemption Date or an equal number of common shares, as determined by the Board at the time of granting of the Restricted Share Units.

(ii) If the Board determines that any Restricted Share Units are to be redeemed for common shares, the Eligible Person will be entitled to receive and the Corporation will issue to the Eligible Person an equal number of common shares (net of any applicable statutory withholdings) that have vested on the Redemption Date.

3.3 Compliance with Tax Requirements

(i) Each Eligible Person (or the heirs and legal representatives of the Eligible Person) shall bear any and all income or other tax imposed on amounts paid to the Eligible Person (or the heirs and legal representatives of the Eligible Person) under this Plan.

(ii) In taking any action hereunder, or in relation to any rights hereunder, the Corporation and each Eligible Person shall comply with all provisions and requirements of any income tax, pension plan, or employment or unemployment insurance legislation or regulations of any jurisdiction which may be applicable to the Corporation or Eligible Person, as the case may be.

(iii) The Corporation shall have the right to deduct from all payments made to the Eligible Persons in respect of the Restricted Share Units, whether in cash or common shares, any federal, provincial, local, foreign or other taxes, Canadian Pension Plan, Employment Insurance or other deductions required by law to be withheld with respect to

such payments. The Corporation may take such other action as the Board or Committee may consider advisable to enable the Corporation and any Eligible Person to satisfy obligations for the payment of withholding or other tax obligations relating to any payment to be made under this Plan.

(iv) If the Board or Committee so determines, the Corporation shall have the right to require, prior to making any payment under this Plan, payment by the recipient of the excess of any applicable Canadian or foreign federal, provincial, state, local or other taxes over any amounts withheld by the Corporation, in order to satisfy the tax obligations in respect of any payment under this Plan. If the Corporation does not withhold from any payment, or require payment of an amount by a recipient, sufficient to satisfy all income tax obligations, the Eligible Person shall make reimbursement, on demand, in cash, of any amount paid by the Corporation in satisfaction of any tax obligation. Notwithstanding any other provision hereof, in taking such action hereunder, the Board and Committee shall endeavour to ensure that the payments to be made hereunder will not be subject to the “salary deferral arrangement” rules under the *Income Tax Act* (Canada), as amended, or income tax legislation of any other jurisdiction.

3.4 Payment of Dividend Equivalents

When Dividends are paid on common shares, an Eligible Person shall be credited with Dividend equivalents in respect of the Restricted Share Units credited to the Eligible Person’s account as of the record date for payment of Dividends. Such Dividend equivalents shall be converted into additional Restricted Share Units (including fractional Restricted Share Units) based on the Fair Market Value per common share on the date credited.

3.5 Adjustments

(i) If any change occurs in the outstanding common shares by reason of a Reorganization, the Committee or Board, in its sole discretion, and without liability to any person, shall make such equitable changes or adjustments, if any, as it considers appropriate, in such manner as the Committee or Board may consider equitable, to reflect such change or event including, without limitation, adjusting the number of Restricted Share Units credited to Eligible Persons and outstanding under this Plan, provided that any such adjustment will not otherwise extend the Redemption Date otherwise applicable.

(ii) The Corporation shall give notice to each Eligible Person of any adjustment made pursuant to this section and, upon such notice, such adjustment shall be conclusive and binding for all purposes.

(iii) The existence of outstanding Restricted Share Units shall not affect in any way the right or power and authority of the Corporation or its shareholders to make or authorize any alteration, recapitalization, reorganization or any other change in the Corporation’s capital structure or its business or any merger or consolidation of the Corporation, any issue of bonds, debentures or preferred or preference shares (ranking ahead of the common shares or otherwise) or any right thereto, or the dissolution or liquidation of the Corporation, any sale or transfer of all or any part of its assets or business or any corporate act or proceeding whether of a similar character or otherwise.

3.6 Offer for common shares – Change of Control

Notwithstanding anything else herein to the contrary but subject to prior approval of the Exchange, if required, the Corporation shall redeem, in the event of a Change of Control, 100% of the Restricted Share Units granted to the Eligible Persons and outstanding under this Plan as soon as reasonably practical, but no later than 30 days following the Redemption Date for an equal number of common shares. For the purposes of this Section 3.6, the Redemption Date shall be the date on which the Change of Control occurs.

ARTICLE 4- EVENTS AFFECTING ENTITLEMENT

4.1 Termination of Employment

(i) If an Eligible Person ceases to hold such status for any reason (excluding death), all of the former Eligible Person's Restricted Share Units which have vested at the time of such cessation shall be redeemed for cash at the Fair Market Value of a Restricted Share Unit on the Redemption Date (net of any statutory withholdings), an equal number of common shares or a combination of cash and common shares as may be determined by the Board, in the its sole discretion and the remainder shall be cancelled. No amount shall be paid by the Corporation to the Eligible Person in respect of the Restricted Share Units so cancelled. For the purposes of this Section 4.1(b), the Redemption Date shall be the date on which the employment or retainer of the Eligible Person is terminated irrespective of any entitlement of the former Eligible Person to notice, pay in lieu of notice or benefits beyond the termination date.

4.2 Death

All of the Restricted Share Units, whether vested or not, of an Eligible Person who dies shall immediately vest and be redeemed in accordance with Section 3.2. For the purposes of the foregoing, the Redemption Date shall be the date of the Eligible Person's death.

4.3 No Grants Following Last Day of Active Employment

(i) In the event of termination of any Eligible Person's employment with the Corporation, such Eligible Person shall not be granted any Restricted Share Units pursuant to Section 3.1 after the last day of active employment of such Eligible Person. Without limiting the generality of the foregoing and of Section 2.4, notwithstanding any other provision hereof or any provision of any employment agreement between any Eligible Person and the Corporation, no Eligible Person will have any right to be awarded additional Restricted Share Units, and shall not be awarded any Restricted Share Units, pursuant to Section 3.1 after the last day of active employment of such Eligible Person on which such Eligible Person actually performs the duties of the Eligible Person's position, whether or not such Eligible Person receives a lump sum payment of salary or other compensation in lieu of notice of termination, or continues to receive payment of salary, benefits or other remuneration for any period following such last day of active employment.

(ii) Notwithstanding any other provision hereof, or any provision of any employment agreement between the Corporation and an Eligible Person, in no event will any Eligible Person have any right to damages in respect of any loss of any right to be awarded Restricted Share Units pursuant to Section 3.1 after the last day of active employment of such Eligible Person and no severance allowance, or termination settlement of any kind in respect of any Eligible Person will include or reflect any claim for such loss of right and no Eligible Person will have any right to assert, claim, seek or obtain, and shall not assert, claim, seek or obtain, any judgment or award in respect of or which includes or reflects any such right or claim for such loss of right.

ARTICLE 5- ADMINISTRATION

5.1 Transferability

Rights respecting Restricted Share Units shall not be transferable or assignable other than by will or the laws of decent and distribution.

5.2 Administration

(i) The Board shall, in its sole and absolute discretion, but subject to applicable corporate, securities and tax law requirements:

(a) interpret and administer this Plan;

- (b) establish, amend and rescind any rules and regulations relating to this Plan; and
 - (c) make any other determinations that the Board deems necessary or desirable for the administration and operation of this Plan.
- (ii) The Board may delegate to any person any administrative duties and powers under this Plan.
 - (iii) The Board may correct any defect or supply any omission or reconcile any inconsistency in this Plan in the manner and to the extent the Board deems, in its sole and absolute discretion, necessary or desirable.
 - (iv) Any decision of the Board or Committee with respect to the administration and interpretation of this Plan shall be conclusive and binding on the Eligible Person and his or her legal representative.
 - (v) The Board may establish policies respecting minimum ownership of common shares of the Corporation by Eligible Persons and the ability to elect Restricted Share Units to satisfy any such policy.

5.3 Records

The Corporation will maintain records indicating the number of Restricted Share Units credited to an Eligible Person under this Plan from time to time and the Grant Dates of such Restricted Share Units. Such records shall be conclusive as to all matters involved in the administration of this Plan.

5.4 Statements

The Corporation shall furnish annual statements to each Eligible Person indicating the number of Restricted Share Units credited to the Eligible Person and the Grant Dates of the Restricted Share Units and such other information that the Corporation considers relevant to the Eligible Person.

5.5 Legal Compliance

Without limiting the generality of the foregoing, the Board or Committee may take such steps and require such documentation from Eligible Persons as the Board or Committee may determine are desirable to ensure compliance with all applicable laws and legal requirements, including all applicable corporate and securities laws and regulations of any country, and any political subdivisions thereof, and the rules, regulations and requirements of the Exchange and any applicable provisions of the *Income Tax Act* (Canada), as amended or income tax legislation or any other jurisdiction.

ARTICLE 6- AMENDMENT AND TERMINATION

6.1 Amendment

(i) The Board reserves the right, in its sole discretion, to amend, suspend or terminate this Plan or any portion thereof at any time, in accordance with applicable legislation, without obtaining the approval of shareholders. Notwithstanding the foregoing, the Corporation shall be required to obtain Disinterested Shareholder approval for any amendment related to:

- (a) the number or percentage of issued and outstanding common shares available for grant under this Plan;
- (b) a change in the method of calculation of redemption of Restricted Share Units held by Eligible Persons; and

- (c) an extension to the term for redemption of Restricted Share Units held by Eligible Persons.
- (ii) Unless an Eligible Person otherwise agrees, any amendment to this Plan or Restricted Share Unit shall apply only in respect of Restricted Share Units granted on or after the date of such amendment.
- (iii) Without limiting the generality of the foregoing, and subject to applicable Exchange approval, the Board may make the following amendments to this Plan, without obtaining shareholder approval:
 - (a) amendments to the terms and conditions of this Plan necessary to ensure that this Plan complies with the applicable regulatory requirements, including the rules of the Exchange and applicable Exchange approval;
 - (b) amendments to the provisions of this Plan respecting administration of this Plan and eligibility for participation under this Plan;
 - (c) amendments to the provisions of this Plan respecting the terms and conditions on which Restricted Share Units may be granted pursuant to this Plan, including the provisions relating to the payment of the Restricted Share Units; and
 - (d) amendments to this Plan that are ministerial or administrative.

6.2 Termination of this Plan

- (i) The Board may from time to time amend or suspend this Plan in whole or in part and may at any time terminate this Plan. No such amendment, suspension or termination shall adversely affect the rights of any Eligible Person at the time of such amendment, suspension or termination with respect to outstanding and unredeemed Restricted Share Units credited to such Eligible Person without the consent of the affected Eligible Person.
- (ii) If the Board terminates this Plan, no new Restricted Share Units will be awarded to any Eligible Person, but outstanding and unredeemed previously credited Restricted Share Units shall remain outstanding, be entitled to payments as provided under Section 3.4, and be paid in accordance with the terms and conditions of this Plan existing at the time of termination.
- (iii) This Plan will finally cease to operate for all purposes when the last remaining Eligible Person receives a payment in satisfaction of all outstanding and unredeemed Restricted Share Units credited to such Eligible Person, or all outstanding and unredeemed Restricted Share Units credited to such Eligible Person are cancelled pursuant to the provisions thereof.

ARTICLE 7- GENERAL

7.1 Rights to common shares

- (i) This Plan shall not be interpreted to create any entitlement of any Eligible Person to any common shares, or to the dividends payable pursuant thereto, except as expressly provided herein.
- (ii) A holder of Restricted Share Units shall not have rights as a shareholder of the Corporation with respect to any common shares which may be issuable pursuant to the Restricted Share Units so held, whether voting, right on liquidation or otherwise.

7.2 No Right to Employment

- (i) This Plan shall not be interpreted as an employment agreement.

- (ii) Nothing in this Plan nor any Committee or Board guidelines or any agreement referred to in Section 2.5 nor any action taken hereunder shall be construed as giving any Eligible Person the right to be retained in the continued employ or service of the Corporation or any of its subsidiaries, or giving any Eligible Person or any other person the right to receive any benefits not specifically expressly provided in this Plan nor shall it interfere in any way with any other right of the Corporation to terminate the employment or service of any Eligible Person at any time.

7.3 Right to Funds

- (i) Neither the establishment of this Plan nor the granting of Restricted Share Units under this Plan shall be deemed to create a trust.
- (ii) Amounts payable to any Eligible Person under this Plan shall be a general, unsecured obligation of the Corporation.
- (iii) The right of an Eligible Person to receive payment pursuant to this Plan shall be no greater than the right of other unsecured creditors of the Corporation.

7.4 Successors and Assigns

This Plan shall be binding on all successors and assigns of the Corporation and an Eligible Person, including without limitation, the estate of such Eligible Person and the legal representative of such estate, or any receiver or trustee in bankruptcy or representative of the Corporation's or Eligible Person's creditors.

7.5 Severability

If any provision of this Plan or part hereof is determined to be void or unenforceable in whole or in part, such determination shall not affect the validity or enforcement of any other provision or part thereof.

APPENDIX "A"

RESTRICTED SHARE UNIT AGREEMENT RESTRICTED SHARE UNIT PLAN OF ENGAGEMENT LABS INC.

This Restricted Share Unit Grant Agreement is made the ____ day of _____, 201____ between ●, the undersigned (the "**Eligible Person**") and Engagement Labs Inc. (the "**Corporation**") pursuant to the terms of the Restricted Share Unit Plan of the Corporation (which Plan, as the same may from time to time be modified, supplemented or amended and in effect is herein referred to as the "**Plan**").

In consideration of the grant of _____ Restricted Share Units to the Eligible Person on _____, 201____, pursuant to the Plan (the receipt and sufficiency of which are hereby acknowledged), the Eligible Person hereby agrees and confirms that:

1. The Eligible Person has received a copy of the Plan and has read, understands and agrees to be bound by the provisions of the Plan.
2. The Eligible Person accepts and consents to and shall be deemed conclusively to have accepted and consented to, and agreed to be bound by, the provisions and all terms of the Plan and all *bona fide* actions or decisions made by the Board, Committee, or any person to whom the Board or Committee may delegate administrative duties and powers in relation to the Plan, which terms and consent shall also apply to and be binding on the legal representatives, beneficiaries and successors of the undersigned.
3. The Restricted Share Units shall vest and be redeemed as follows:

Number of Restricted Share Units	Redemption (Vesting) Date	Redemption to be Satisfied In	
		Cash	Shares
● [A]	●, 20●	0	● [A]
● [B]	●, 20●	Yes	0
● [C]	●, 20●	●% of [C]	100% - (●% of [C])%

4. The Eligible Person will not make any claim under any consulting, employment or other agreement for any rights or entitlement under the Plan or damages in lieu thereof except as expressly provided in the Plan.
5. Pursuant to the requirements of the TSXV, the common shares issuable pursuant to this Agreement will be subject to restrictions on disposition for a period of four months from the Grant Date and, if issued before the fourth month after the Grant Date, will be legended accordingly. There may be restrictions imposed under securities legislation of Canada and your country of residence on your ability to sell shares acquired on redemption of this RSUs. If you are in doubt about the applicable requirements, you should consult a lawyer.
6. If you are, or become, a resident of the United States of America, you hereby represent and warrant to, and covenant with, the Company (and it shall be a condition of redeeming your RSUs and the Company may require you to execute an instrument in a form acceptable to it confirming the following) that you:
 - (a) will acquire any shares upon the redemption of your RSUs as an investment and not with a view to distribution;

- (b) undertake not to offer or sell or otherwise dispose of the shares unless the shares are subsequently registered under the *Securities Act of 1933* (United States), as amended, or an exemption from registration is available;
- (c) consent to the placing of a restrictive legend on any share certificates issued to you should such be necessary in order to comply with securities laws applicable to you or the Company; and
- (d) acknowledge that securities laws applicable to you or the Company may require you to hold any shares issued to you for a certain period prior to resale thereof.

7. You acknowledge and consent to the Company:

- (a) collecting your personal information for the purposes of this Agreement;
- (b) retaining the personal information for as long as permitted or required by applicable law or business practices; and
- (c) providing to various governmental and regulatory authorities, as may be required by applicable securities laws, stock exchange rules, and the rules of the Investment Industry Regulatory Organization of Canada (IIROC) or to give effect to this agreement any personal information provided by you.

8. If you are resident in Ontario, you acknowledge you have been notified by the Company:

- (a) of the delivery to the Ontario Securities Commission (the "OSC") of your personal information;
- (b) that your personal information is being collected indirectly by the OSC under the authority granted to it in the securities legislation;
- (c) your personal information is being collected for the purposes of the administration and enforcement of the securities legislation of Ontario; and
- (d) the contact information of the public official in Ontario who can answer questions about the OSC's indirect collection of personal information is:

Administrative Support Clerk
 Ontario Securities Commission
 Suite 1903, Box 55, 20 Queen Street West
 Toronto, Ontario M5H 3S8
 Telephone 416-593-3684
 Facsimile 416-593-8252

This Agreement shall be determined in accordance with the laws of the province of Quebec and the laws of Canada applicable therein. Words used herein which are defined in the Plan shall have the respective meanings ascribed to them in the Plan.

ENGAGEMENT LABS INC.

Per:

 Authorized Signatory:

Title:

[Eligible Person's Name]