



**NOTICE OF**

**ANNUAL GENERAL AND SPECIAL MEETING**

**TO BE HELD JULY 25, 2017**

**and**

**MANAGEMENT INFORMATION CIRCULAR**

**NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING  
OF SHAREHOLDERS OF ONESOFT SOLUTIONS INC.**

**NOTICE IS HEREBY GIVEN THAT** an annual general and special meeting (the "Meeting") of Shareholders of OneSoft Solutions Inc. (the "Corporation") will be held at 1:00 p.m. (Edmonton time) at Suite 1700 Enbridge Center, 10175 – 101 Street, Edmonton, Alberta on Tuesday, July 25, 2017 for the following purposes:

1. to receive the consolidated financial statements of the Corporation for the year ended February 28, 2017, together with the auditors' report thereon;
2. to set the number of Directors to be elected at four (4).
3. to elect the board of directors who will serve until the end of the next annual meeting of the shareholders;
4. to appoint Grant Thornton LLP, Chartered Accountants as auditors for the ensuing year and to authorize the directors to fix remuneration;
5. to approve the rolling 10% stock option plan of the Corporation;
6. to ratify and confirm the resolution of the Board of Directors amending the Corporation's by-laws to allow for DRS; and
7. to transact such other business as may be properly brought before the Meeting.

**Shareholders of the Corporation who are unable to attend the Meeting in person are requested to date and sign the enclosed Instrument of Proxy and to mail it to or deposit it with the Registrar and Transfer Agent of the Corporation, c/o Computershare Investor Services Inc., Proxy Dept., 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1 (facsimile: 416-263-9524). In order to be valid and acted upon at the Meeting, the proxy must be returned to the aforesaid address not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time set for the holding of the Meeting or any adjournment thereof).**

**Shareholders are cautioned that the use of mail to transmit proxies is at each Shareholder's risk.**

The Board of Directors of the Corporation has fixed the Record Date for the Meeting at the close of business on June 16, 2017 (the "Record Date"). Only Shareholders of the Corporation of record as at the date are entitled to receive notice of the Meeting. Shareholders of record will be entitled to vote those shares included in the list of Shareholders entitled to vote at the Meeting prepared as at the Record Date, unless any such Shareholder transfers their shares after the Record Date and the transferee of those shares establishes that they own the shares and demands, not later than the close of business on the date ten (10) days before the Meeting that the transferee's name be included in the list of Shareholders entitled to vote at the Meeting, in which case such transferee shall be entitled to vote such shares at the Meeting.

**DATED** at Edmonton, Alberta, this 16th day of June 2017.

**BY ORDER OF THE BOARD OF DIRECTORS**

"Signed" Douglas J Thomson  
Douglas J. Thomson  
Chairman

### **Forward-looking Statements**

This management information circular contains forward-looking statements relating to the future operations and profitability of the Corporation and other statements that are not historical facts. Forward-looking statements are often identified by terms such as “may”, “should”, “anticipate”, “expects”, “believe”, “will”, “intends”, “plans” and similar expressions. Any statements that are contained in this management information circular that are not statements of historical fact may be deemed to be forward-looking statements. Such forward-looking information is provided for the purpose of providing information about management’s current expectations and plans relating to the future. Investors are cautioned that reliance on such information may not be appropriate for other purposes, such as making investment decisions. Readers should not place undue reliance on the forward-looking information contained in this management information circular.

Since forward-looking information addresses future events and conditions, such information by its very nature involves inherent risks and uncertainties. Actual results could differ materially from those currently anticipated due to a number of factors and risks. These include, but are not limited to the risks associated with the industries in which the Corporation operates in general such as: costs and expenses; interest rate and exchange rate fluctuations; competition; ability to access sufficient capital from internal and external sources; and changes in legislation, including but not limited to tax laws.

Readers are cautioned that the foregoing list of factors is not exhaustive. Forward-looking statements contained in this management information circular are expressly qualified by this cautionary statement. The forward-looking statements contained in this management information circular are made as of the date of this management information circular, and the Corporation does not undertake any obligation to update publicly or to revise any of the included forward-looking statements, whether as a result of new information, future events or otherwise, except as expressly required by Canadian securities law.



## MANAGEMENT INFORMATION CIRCULAR

### SOLICITATION OF PROXIES

This Management Information Circular is furnished in connection with the solicitation of proxies being made by the Management of OneSoft Solutions Inc. (the "Corporation") for use at the Annual General and Special Meeting of the Corporation's Shareholders (the "Meeting") to be held on Tuesday, July 25<sup>th</sup>, 2017 at the time and place and for the purposes set forth in the accompanying Notice of Meeting. While it is expected that the solicitation will be made primarily by mail, proxies may be solicited personally or by telephone by directors, officers and employees of the Corporation. All costs of this solicitation will be borne by the Corporation.

### APPOINTMENT AND REVOCATION OF PROXIES

The individuals named in the accompanying form of proxy (the "Proxy") are directors or officers of the Corporation. **A SHAREHOLDER WISHING TO APPOINT SOME OTHER PERSON (WHO NEED NOT BE A SHAREHOLDER) TO ATTEND AND ACT FOR THE SHAREHOLDER AND ON THE SHAREHOLDER'S BEHALF AT THE MEETING HAS THE RIGHT TO DO SO, EITHER BY INSERTING SUCH PERSON'S NAME IN THE BLANK SPACE PROVIDED IN THE FORM OF PROXY AND STRIKING OUT THE FOUR PRINTED NAMES, OR BY COMPLETING ANOTHER FORM OF PROXY.** A Proxy will not be valid unless it is completed, dated and signed and delivered to Computershare Trust Company of Canada, Proxy Dept., 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1 (facsimile: 416-263-9524) not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time for holding the Meeting, or is delivered to the Chair of the Meeting prior to the commencement of the Meeting.

A Shareholder who has given a Proxy may revoke it by an instrument in writing executed by the Shareholder or by the shareholder's attorney authorized in writing or, if the Shareholder is a corporation, by a duly authorized officer or attorney of the corporation, and delivered either to Computershare Trust Company of Canada, Proxy Dept., 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1 (facsimile: 416-263-9524), at any time up to and including the last business day preceding the day of the Meeting or any adjournment of it or to the Chair of the Meeting on the day of the Meeting or any adjournment of it. **Only registered Shareholders have the right to revoke a Proxy. Non-Registered Holders who wish to change their vote must, at least seven days before the Meeting, arrange for their respective Intermediaries to revoke the Proxy on their behalf.**

A revocation of a Proxy does not affect any matter on which a vote has been taken prior to the revocation.

### NON-REGISTERED HOLDERS

**Only registered Shareholders or duly appointed proxyholders are permitted to vote at the Meeting. Most Shareholders of the Corporation are "non-registered" Shareholders because the shares they own are not registered in their names but are instead registered in the name of the brokerage firm, bank or trust company through which they purchased the shares.** More particularly, a person is not a registered Shareholder in respect of shares which are held on behalf of the person (the "Non-Registered Holder") but which are registered either: (a) in the name of an intermediary (an "Intermediary") that the Non-Registered Holder deals with in respect of the shares (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSP's, RRIFs, RESPs, TFSA's and similar plans); or (b) in the name of a clearing agency (such as The Canadian Depository for Securities Limited ("CDS")) of which the Intermediary is a participant. In accordance with the requirements of National Instrument 54-101 of the Canadian Securities Administrators, the Corporation has distributed copies of the Notice of Meeting, this Management Information Circular and the Proxy (collectively, the "Meeting Materials") to the clearing agencies and Intermediaries for onward distribution to Non-Registered Holders.

Intermediaries are required to forward the Meeting Materials to Non-Registered Holders unless a Non-Registered Holder has waived the right to receive them. Very often, Intermediaries will use service companies to forward the Meeting Materials to Non-Registered Holders

Non-registered Shareholders should follow the directions of their intermediaries with respect to the procedures to be followed for voting their proxies. Non-registered Shareholders can also vote by telephone or the internet, as directed by their intermediaries. Generally, non-registered Shareholders will either be provided with (a) a request for voting instructions (the intermediary is required to send to the company an executed proxy form completed in accordance with any voting instructions received by it); or (b) a proxy form executed by the intermediary but otherwise uncompleted (the non-registered Shareholder may complete the proxy form and return it directly to the company's share transfer agent).

In either case, the purpose of this procedure is to permit Non-Registered Holders to direct the voting of the shares, which they beneficially own. Should a Non-Registered Holder who receives one of the above forms wish to vote at the Meeting in person, the Non-Registered Holder should strike out the names of the management proxyholders and insert the Non-Registered Holder's name in the blank space provided. **In either case, Non-Registered Holders should carefully follow the instructions of their Intermediary, including those regarding when and where the Proxy or proxy authorization form is to be delivered.**

The Corporation is sending proxy-related materials directly to non-objecting beneficial owners under NI 54-101. Management of the Corporation does not intend to pay for Intermediaries to forward to objecting beneficial owners under NI 54-101 the meeting materials and voting instruction form and accordingly, an objecting beneficial owner will not receive the meeting materials unless the objecting beneficial owner's Intermediary assumes the cost of delivery.

#### **EXERCISE OF DISCRETION**

If the instructions in a Proxy are certain, the shares represented thereby will be voted on any poll by the persons named in the Proxy, and, where a choice with respect to any matter to be acted upon has been specified in the Proxy, the shares represented thereby will, on a poll, be voted or withheld from voting in accordance with the specifications so made.

**Where no choice has been specified by the shareholder, such shares will, on a poll, be voted in accordance with the notes to the form of Proxy.**

The enclosed form of Proxy, when properly completed and delivered and not revoked, confers discretionary authority upon the persons appointed proxyholders thereunder to vote with respect to any amendments or variations of matters identified in the Notice of Meeting and with respect to other matters which may properly come before the Meeting. At the time of the printing of this Management Information Circular, the management of the Corporation knows of no such amendment, variation or other matter which may be presented to the Meeting.

#### **RECORD DATE**

The directors have fixed June 16, 2017 as the record date for the determination of Shareholders entitled to receive notice of the Meeting. Only Shareholders of record on such record date are entitled to vote at the Meeting.

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

The holders of the common shares of record at the time of the Meeting are entitled to vote such shares at the Meeting, on the basis of one vote for each common share held. The common shares are the only class of shares entitled to vote at the Meeting.

As at May 11, 2017, of the Corporation's unlimited number of authorized common shares, 83,668,569 common shares are issued and outstanding as fully paid and non-assessable.

The following table sets forth the shareholdings of those persons who own of record or are known to the Corporation to own beneficially, directly or indirectly, or exercise control or direction over, more than 10% of the issued and outstanding shares of the Corporation as at the date hereof.

<b>Name &amp; Municipality of Residence</b>	<b>Type of Ownership</b>	<b>Class of Shares</b>	<b>Number of Shares</b>	<b>% of Shares</b>
R. Dwayne Kushniruk Edmonton, Alberta	Of Record and Beneficial	Common Shares	11,155,999 <sup>(1)</sup>	13.3%
Tim Edward Red Deer, Alberta	Of Record and Beneficial	Common Shares	7,779,426 <sup>(2)</sup>	9.3%

**Notes:**

- <sup>(1)</sup> Of this amount, Mr. Kushniruk owns, directly or indirectly, 5,068,469 Common Shares of record and beneficially owns 1,512,250 Common Shares through his wholly owned corporation. As well, Mr. Kushniruk controls 4,575,280 Common Shares through his partial ownership of Bridge Solutions Inc., which was paid 11,731,486 shares when it sold its assets to the Corporation in July 2015.
- <sup>(2)</sup> Tim Edward is the President of OneBridge Solutions Inc., a wholly-owned subsidiary of OneSoft Solutions Inc. Of this amount, Mr. Edward owns, directly 1,913,683 Common Shares of record and he controls 5,865,743, Common Shares through his partial ownership of Bridge Solutions Inc., which was paid 11,731,486 shares when it sold its assets to the Corporation in July 2015.

**MATTERS TO BE ACTED UPON AT THE MEETING**

**1. Receipt of the Financial Statements**

The Corporation's annual consolidated financial statements for the year ended February 28, 2017 ("Fiscal 2017") and the auditors' report thereon, will be received at the Meeting. A copy of the Fiscal 2017 Financial Statements and Auditors' Report and the Fiscal 2017 Managements' Discussion and Analysis are available at [www.sedar.com](http://www.sedar.com)

**2. Number of Directors**

At the Meeting, Shareholders will be asked to fix the number of directors to be elected at the Meeting at four (4) members. **The persons designated in the enclosed Proxy, unless otherwise instructed, intend to vote IN FAVOUR** of the recommendation to fix the number of directors at four (4) persons.

**3. Election of Directors**

At the Meeting, the Shareholders of record as at the record date will be asked to elect four (4) nominees to serve as directors of the Corporation until the next annual general Meeting of the Shareholders or until their respective successors have been appointed or elected. **The persons designated in the enclosed Proxy, unless otherwise instructed, intend to vote IN FAVOUR** of the election of nominees listed herein.

The Board of Directors currently consists of four (4) directors and four (4) directors have been proposed for election. The by-laws of the Corporation allow for the appointment of one (1) additional director of the Corporation between annual meetings up to a maximum of one-third of the then existing number of directors.

The term of office of each of the present directors expires at the Meeting. The persons named below will be individually presented for election at the Meeting as management's nominees. Management does not contemplate that any of these nominees will be unable to serve as a director. Each director elected will hold office until the next annual General Meeting of the Corporation or until his or her successor is elected or appointed, unless his or her office is earlier vacated in accordance with the Articles of the Corporation or with the provisions of the Business Corporations Act (Alberta).

The following table sets out the names of the nominees for election as directors, the country in which each is ordinarily resident, all offices of the Corporation now held by each of them, their principal occupations, the period of time for which each has been a director of the Corporation, and the number of common shares of the Corporation or any of its subsidiaries beneficially owned by each, directly or indirectly, or over which control or direction is exercised, as at the date hereof.

Name and Municipality of Resident	Position and Year First Elected as Director	Principal Occupation During Past Five Years	Common Shares Owned or Controlled Directly and Indirectly
R. Dwayne Kushniruk <sup>(1)(2)</sup> Edmonton, Alberta Canada	Director, January 2000	President and Chief Executive Officer of the Corporation since August 1, 2014 prior to which he was Chairman and Director of Business Development of the Corporation	11,155,999 (13.3%) <sup>(3)</sup>
Ronald Odynski <sup>(1)(2)</sup> Edmonton, Alberta Canada	Director, February 1998	Managing Partner of Ogilvie LLP in Edmonton.	4,095,473 (4.9%)
Randy Keith Alpharetta, Georgia USA	Director, March 2008	Businessman; President and Chief Executive Officer of the Corporation from July 1, 2007 to August 1, 2014.	1,009,000 (1.2%)
Doug Thomson, FCA <sup>(1)(2)</sup> Edmonton, Alberta Canada	Chair of the Board, April 2010	Corporate Director; Retired;	3,613,066 (4.3%)

- (1) Member of audit committee.  
(2) Member of corporate governance and compensation committee.  
(3) R. Dwayne Kushniruk, a director of the Corporation, owns, directly or indirectly, 5,068,469 Common Shares of record and beneficially owns 1,512,250 Common Shares through his wholly owned corporation. He controls 4,575,280 Common Shares through his partial ownership of Bridge Solutions Inc. which owns 11,731,486 Common Shares.

No director or Chief Executive Officer or Chief Financial Officer of the Corporation and, to the knowledge of the Corporation, no Shareholder holding a sufficient number of securities of the Corporation to materially affect its control is or was, in the 10 years preceding the date of this Management Information Circular, a director or executive officer of any company that was, while that person was acting in that capacity, (a) the subject of a cease trade or similar order or an order that denied any such company access to any exemption under securities legislation for a period of more than 30 consecutive days, or (b) subject to an event that resulted, after such person ceased to be a director or executive officer, in such company being the subject of any such order or (c) within a year of such person ceasing to act in that capacity, became bankrupt, made a proposal under any bankruptcy or insolvency related legislation 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.

#### **4. Appointment of Auditors**

Grant Thornton LLP, Chartered Accountants are the current auditors of the Corporation. Grant Thornton LLP were first appointed as auditors of the Corporation on February 14, 2007. At the Meeting, Shareholders will be requested to re-appoint Grant Thornton LLP as the independent auditors of the Corporation to hold office until the next annual general meeting of the Shareholders and to authorize the Board of Directors to fix the auditors' remuneration.

**The persons designated in the enclosed Proxy, unless otherwise directed, intend to vote IN FAVOUR of the appointment of the firm of Grant Thornton LLP of Edmonton, Alberta, as auditors of the Corporation to hold office until the next annual general meeting of the Shareholders and to authorize the Board of Directors to fix their remuneration**

#### **5. Approval of Stock Option Plan**

The Corporation has adopted a stock option plan (the "**Stock Option Plan**") for senior officers, directors, employees and consultants of the Corporation. The Stock Option Plan provides for the issuance of stock options to acquire up to 10% of the Corporation's issued and outstanding capital as at the date of grant, subject to standard anti-dilution adjustment. This is a "rolling plan" as the number of shares reserved for issuance pursuant to the grant of stock options will increase as the Corporation's issued and outstanding share capital increases. At no time will more than 10% of the outstanding shares be subject to grant under the Stock Option Plan. If a stock option expires, is exercised or otherwise terminates for any reason, the number of Common Shares of the Corporation in respect of that expired, exercised or terminated stock option shall again be available for the purpose of the Stock Option Plan. The principal features of the Stock Option Plan are described in more detail below.

1. The exercise price of options granted shall be determined by the board of directors in accordance with the policies of the TSX Venture Exchange.

2. The directors may allocate up to a maximum of ten percent (10%) of the issued and outstanding Common Shares as at the date of the grant of the stock options; no single participant may be issued options representing greater than five (5%) percent of the number of outstanding Common Shares in any 12 month period unless the Corporation has obtained disinterested shareholder approval; the number of Common Shares reserved under option for issuance to any one consultant of the Corporation may not exceed two (2%) percent of the number of outstanding Common Shares in any 12 month period.
3. The aggregate number of options granted to persons employed in investor relation activities must not exceed two (2%) percent of the outstanding Common Shares in any 12 month period unless the TSX Venture Exchange permits otherwise. Options issued to consultants providing investor relations services must vest in stages over 12 months with no more than one quarter of the options vesting in any three month period.
4. The board of directors may determine the term of the options, but the term shall in no event be greater than ten years from the date of issuance.
5. Terms of vesting of the options, the eligibility of directors, officers, employees and consultants to receive options and the number of options issued to each participant shall be determined at the discretion of the board of directors, subject to the policies of the TSX Venture Exchange.

The Stock Option Plan is a “rolling” stock option plan and under Policy 4.4 of the TSX Venture Exchange (“TSXV”), a listed company on the TSXV is required to obtain the approval of its shareholders for a “rolling” stock option plan at each annual meeting of Shareholders. Accordingly, Shareholders will be asked to approve the following resolution:

**“BE IT RESOLVED THAT:**

1. **The Stock Option Plan of the Corporation, as described in the Management Information Circular dated June 16, 2017 and substantially in the form attached as Appendix "C", be and it is hereby approved.**
2. **Any one or more of the directors or senior officers of the Corporation be and is hereby authorized and directed to perform all such acts, deeds and things and execute, under the seal of the Corporation, or otherwise, all such documents and other writings as may be required to give effect to the true intent of this resolution.”**

In accordance with the policies of the TSXV, the Stock Option Plan must be approved by the majority of the votes cast at the Meeting on the resolution.

**6. Adoption of Direct Registration System**

The Corporation’s transfer agent, Computershare Trust Company of Canada Limited ("Computershare") maintains an electronic shareholder registration system whereby shareholders of the Corporation may hold their common shares in a “book-entry” manner without having a physical share certificate issued as evidence of share ownership. This system is called the Direct Registration System (“DRS”) and it offers simplicity and efficiency to both the Corporation and its shareholders through the use of electronic registration of securities. Shareholders will receive a written confirmation (a DRS Advice/Statement) in lieu of a physical share certificate evidencing the number of shares registered in a shareholder’s account. The Corporation has adopted the use of the DRS in the past year which has proven to be highly efficient for the Corporation and its shareholders.

The Board of Directors asks the shareholders to confirm and ratify an amendment to By-Law No. 1 allowing for DRS of the Corporation’s securities.

**BE IT RESOLVED THAT:**

1. **The shareholders of the Corporation ratify the amendment by the Board of Directors to By-Law No. 1 making the Corporation eligible to participate in the DRS as attached hereto and marked as Appendix “D” be and it is hereby approved.**
2. **Any one or more of the directors or senior officers of the Corporation be and is hereby authorized and directed to perform all such acts, deeds and things and execute, under the seal of the Corporation, or otherwise, all such documents and other writings as may be required to give effect to the true intent of this resolution.”**



## 7. Other Business

Management is not aware of any other matters to come before the Meeting other than those set out in the Notice of Meeting. If other matters come before the Meeting, it is the intention of the management designees to vote the same in accordance with their best judgment in such matters.

### EXECUTIVE COMPENSATION

The Corporation is a venture issuer and in accordance with Form 51-102F6V, *Statement of Executive Compensation – Venture Issuers*, the term “Named Executive Officers” or “NEOs” include the following individuals:

- (a) the Corporation's CEO, including an individual performing functions similar to a chief executive officer;
- (b) the Corporation's CFO, including an individual performing functions similar to a chief financial officer;
- (c) the most highly compensated executive officer of the Corporation or its subsidiaries, other than the CEO or the CFO, at the end of the most recently completed financial year whose total compensation was more than \$150,000, as determined in accordance with subsection 1.3(5) of Form 51-102F6V, for that financial year;
- (d) each individual who would be a named executive officer under paragraph (c) but for the fact that the individual was not an executive officer of the Corporation, and was not acting in a similar capacity, at the end of that financial year;

Based on the forgoing, in fiscal 2017 the Corporation had three (3) NEOs as such term is defined in NI 51-102F6V, namely Dwayne Kushniruk, Chief Executive Officer and President of the Corporation, Brandon Taylor, President of the Corporation's wholly-owned subsidiary OneBridge Solutions, Inc., and Paul Johnston, Chief Financial Officer of the Corporation.

### Director and Named Executive Officer Compensation, Excluding Compensation Securities

The following table states the total compensation paid by the Corporation to each Director and Named Executive Officer for the two most recently completed financial years.

Name & Principal Position	Year	Salary or Retainer \$	Bonus \$	Committee or Meeting Fees \$	Value of perquisites \$	Value of all other compensation \$	Total Compensation \$
Dwayne Kushniruk, President, CEO and Director <sup>(1)</sup>	2017	160,000	-	-	-	-	160,000
	2016	160,000	-	-	-	-	160,000
Ron Odynski, Director	2017	25,000	-	4,000	-	-	29,000
	2016	20,000	-	10,750	-	-	30,750
Doug Thomson, Director, Chair	2017	31,250	-	7,188	-	-	38,438
	2016	20,000	-	11,500	-	-	31,500
Randy Keith, Director <sup>(2)</sup>	2017	20,000	-	-	-	-	20,000
	2016	20,000	-	691	-	-	20,691
Gary Kenney, Director <sup>(3)</sup>	2017	nil	-	-	-	-	nil
	2016	2,138	-	-	-	-	2,138
Tim Edward, President, OneBridge Solutions Inc. <sup>(4)</sup>	2017	150,000	-	-	-	-	150,000
	2016	93,846	-	-	-	-	93,846
Brandon Taylor, President, OneBridge Solutions, Inc. <sup>(5)</sup>	2017	196,676	-	-	-	-	196,676
	2016	195,840	-	-	-	-	195,840
Paul Johnston, Chief Financial Officer	2017	135,000	-	-	-	-	135,000
	2016	135,000	-	-	-	-	135,000

- (1) Mr. Kushniruk was named President and CEO on July 28, 2014. Prior to this, he was the Chair of the Corporation and Director, Business Development. His services are rendered to the Corporation through his private company.
- (2) Randy Keith was President and CEO of the Corporation until the sale of the Corporation's subsidiaries on July 28, 2014 after which he continued only as a director of the Corporation. Fees earned relate to his service as a director.
- (3) Gary Kenney was elected as Director on December 19, 2015. He did not stand for re-election July 26, 2016

- (4) Tim Edward was hired July 2015 commensurate with the acquisition of the assets of Bridge Solutions Inc.
- (5) Brandon Taylor was named President of OneCloudCo Limited, U.S. subsidiary on August 1, 2014 and President of OneBridge Solutions, Inc. on May 24, 2016. OneCloudCo Limited and OneBridge Solutions, Inc. are U.S. subsidiaries of the Corporation. Prior to this, he was Vice-President, Product Development for the Corporation. Mr. Taylor is paid in U.S. dollars. U.S. figures have been translated to Canadian dollars using the average U.S. to Canadian foreign exchange rate for the stated fiscal year. The exchange rates used were: 2017:1.3112, and 2016: 1.3056.

### **Stock options and other compensation securities**

The following table states for each Director and Named Executive Officer all compensation securities granted or issued during the most recently completed financial year.

<b>Name and Position</b>	<b>Type of Compensation Security</b>	<b>Number of compensation securities, number of underlying securities and percentage of class</b>	<b>Date of issue or grant</b>	<b>Issue, conversion or exercise price \$</b>	<b>Closing price of security or underlying security on date of grant \$</b>	<b>Closing price of security or underlying security at year end \$</b>	<b>Expiry date</b>
Dwayne Kushniruk, Chief Executive Officer, President and Director	Options <sup>(1)</sup>	250,000 20.0%	July 27, 2016	\$ 0.16	\$ 0.20	\$ 0.25	July 27, 2021
	Options <sup>(2)</sup>	50,000 4.0%	July 27, 2016	\$ 0.20	\$ 0.20	\$ 0.25	July 27, 2021
Ron Odynski, Director	Options <sup>(2)</sup>	50,000 4.0%	July 27, 2016	\$ 0.20	\$ 0.20	\$ 0.25	July 27, 2021
Doug Thomson, Director, Chair	Options <sup>(2)</sup>	50,000 4.0%	July 27, 2016	\$ 0.20	\$ 0.20	\$ 0.25	July 27, 2021
Randy Keith, Director	Options <sup>(2)</sup>	50,000 4.0%	July 27, 2016	\$ 0.20	\$ 0.20	\$ 0.25	July 27, 2021
Tim Edward, President, OneBridge Solutions Inc.	Options <sup>(1)</sup>	300,000 24.0%	July 27, 2016	\$ 0.16	\$ 0.20	\$ 0.25	July 27, 2021
Brandon Taylor, President, OneBridge Solutions, Inc.	Options <sup>(1)</sup>	300,000 24.0%	July 27, 2016	\$ 0.16	\$ 0.20	\$ 0.25	July 27, 2021
Paul Johnston, Chief Financial Officer	Options <sup>(1)</sup>	150,000 12.0%	July 27, 2016	\$ 0.16	\$ 0.20	\$ 0.25	July 27, 2021
	Options <sup>(2)</sup>	50,000 4.0%	July 27, 2016	\$ 0.20	\$ 0.20	\$ 0.25	July 27, 2021

**Notes:**

1. All options vest 1/3 on the anniversary date of the grant
  2. All options vested 50% on the date of grant and 50% on the one-year anniversary date of the grant
- All options were outstanding on February 28, 2017
  - No options have been exercised

### **Stock option plan**

The purpose of the stock option plan is to advance the interests of the Corporation by encouraging directors, officers, employees and consultants to acquire shares of the Corporation, thereby increasing their interest in the Corporation, and providing incentive for their efforts. The stock option plan generally states the vesting and expiration periods and other components of the Plan. Stock options for employees must be approved by the Corporation's Compensation Committee and Board. Exercise prices are reflective of the market value of the Corporation's common shares when the stock options are granted, and may include a discount as allowed by the TSX Venture Exchange policies. Stock options that expire may be replaced with a new grant of the same number and terms, subject to the Corporation's Compensation Committee and Board of Directors' normal review and approval process for granting options.

On July 26, 2016, at the Annual General and Special Meeting of the Shareholders, the shareholders approved and adopted the 10% rolling stock option plan which allowed for the granting of up to 10% of the issued and outstanding shares of the Corporation. As at February 28, 2017, the Corporation has granted a total of 6,050,000 options to employees of the Corporation's operating subsidiaries and directors and officers of the Corporation. The options have been granted with a weighted average strike price of \$0.16 per share, are subject to vesting provisions and expire in five (5) years if unexercised. As at May 31, 2017, 6,050,000 stock options were outstanding.

The full text of the stock option plan is attached as Appendix "C" to this Management Information Circular. For more details see "Matters to Be Acted Upon At the Meeting – Approval of Stock Option Plan".

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

Executive officers of the Corporation are paid by the Corporation to perform their duties as executives and do not receive additional cash compensation for serving as a Director or Officer of the Corporation. The Chair and Chief Executive Officer who also act as Directors, and the Chief Financial Officer of the Corporation are eligible for stock options as Directors and Officers of the Corporation, respectively, as described herein.

The primary objective of the Corporation's executive compensation program is to attract, motivate and retain highly qualified individuals to carry out the strategic objectives of the Corporation. Within this primary objective are the following principles:

- **Alignment of interests** - Our compensation program seeks to align the interests of the NEO's with those of the shareholders.
- **Attracting and retaining talent** - Our compensation program is designed to attract, motivate and foster long term career commitment in qualified executives who will contribute to the long-term success of the Corporation.
- **Competitive compensation** - Total compensation for an NEO is both competitive and tied to achievement of short-term financial and longer-term strategic objectives.
- **Rewarding performance** - Our NEO's are expected to work together to contribute to the success of the Corporation as a whole. Our compensation program rewards both individual and Corporation-wide achievement of objectives.

The compensation of the NEO's is primarily comprised of base salary, incentive awards and stock options. The Corporation does not benchmark its executive compensation program but from time to time does review compensation practices of comparable entities to ensure the compensation paid is competitive with other entities. The Corporation's philosophy is, within the confines of financial prudence, to pay competitive base salaries similar to those of executive officers in similar entities and also provide variable rewards to executives for corporate and individual performance. All NEO's are rewarded for the achievement of objectives benefiting the Corporation in the short and long term. The provision of variable rewards serves to strengthen the connection between management's interests and those of Shareholders by aligning performance conditions of incentive plans with the Corporation's objectives and the enhancement of Shareholder value. Compensation includes base salary, benefits, vacation, variable rewards that may be earned throughout the year, and discretionary incentives that may be awarded by the Corporation's Compensation Committee and Board.

#### *Base Salary*

Each year, the Compensation Committee and the CEO review NEO's base salary and make adjustments based on the position's duties and responsibilities, the degree of skill and knowledge required, corporate targets, the performance and contribution of the Executive Officer and the financial capability of the Corporation. No specific external benchmarking is performed. Base pay for all non-executive employees is reviewed annually by the Corporation's Executive.

#### *Discretionary Incentives*

The objective of the Corporation's executive compensation program is to motivate, reward and retain management talent that is needed to achieve the Corporation's business objectives. In evaluating performance, the Corporation's Compensation Committee and Board considers the Corporation's long-term interests, quantitative objectives and qualitative aspects of the individual NEO's performance and achievements.

While the Corporation does not utilize a formalized compensation program with pre-determined benchmarks, the Compensation Committee and Board rely upon informal discussions, amongst management, outside investors and certain professional and capital markets groups to determine reasonable and rewarding objectives for NEOs, while always remaining mindful that discretionary incentives align with the overall objectives of the Corporation and interests of its stakeholders. Accordingly, discretionary incentive awards to NEOs may be granted for achievement of various objectives which may include attainment of revenue, EBITDA, cash flow, customer addition, intellectual property creation and development and corporate development targets, as well as other aspects of individual performance by NEOs that enhance, or set the stage to enhance, value for shareholders.

In the fiscal year ended February 28, 2017, no discretionary incentives were established and none were paid. NEO's were directed to focus on business strategies that would result in increases in the share price of the Corporation to provide reward.

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

Each of Brandon Taylor, Tim Edward and Paul Johnston has an Employment Agreement with the Corporation. Dwayne Kushniruk is employed by Kushniruk Enterprises Ltd which has a Consulting Agreement with the Corporation. The material terms of these arrangements provide for:

- An annual salary or consulting payment, employee benefits and annual vacations which are the same employee benefits and annual vacations as those extended to all employees.
- Discretionary incentive plans which may be made available which must be approved by the Compensation Committee
- Events which would be regarded as "For Cause" termination
- All disputes regarding employment matters being resolved through arbitration
- Terms of Confidentiality of company information.

In the event of a termination which is judged to be for cause, no compensation will be paid. In the event of a severance, termination without cause, constructive dismissal or as a result of a change in control of the Corporation, or the sale of substantially all of the assets of the Corporation, and the Employee does not receive an offer of continued employment by the Corporation or the acquiring successor corporation which is satisfactory to the Employee, or the employee elects to terminate his employment with the Corporation or the acquiring successor corporation with 30 days of the effective date of the change in control or sale of substantially all of the assets of the Corporation, the employee will be paid one year's salary plus one additional month of base salary for each full year of employment up to a maximum of 2 years of base salary. Terminating employees are allowed to exercise any outstanding stock options at any time up to ninety days after their employment terminates.

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

For the fiscal year ended February 28, 2017, independent Directors and an independent Officer were paid a base annual fee of \$20,000, respectively, for serving in these positions. Directors are also paid \$5,000 annually to serve as Chair of the Board of Directors, \$2,500 annually to chair and/or serve as a member of the Audit Committee and \$1,250 to chair and /or serve as a member of the Compensation Committee. The compensation is paid for preparation and attendance at up to six (6) regularly scheduled meetings per annum. In the event that additional time and services of Directors or Officers is requested by management, non-management Directors and Officers are compensated at a rate of \$250 for special meetings lasting up to one hour in length, \$500 for meetings lasting between one and four hours in length and \$1,000 per day for meetings lasting greater than four hours in length. 100,000 stock options are granted to new Directors upon initial appointment to the Board. All Directors and Officers receive an annual allotment of 50,000 and 25,000 stock options, respectively, upon their re-appointment at the annual general meeting of the shareholders.

The compensation of the Directors is determined by the Compensation Committee and is approved by the Board of Directors. From time to time at no specified interval, a member of the Compensation Committee will review the director compensation practices of software companies of similar size trading on the TSX Venture Exchange. The results of the survey are presented to the Board for consideration along with other relevant information such as the Corporation's planned cash flows, director skillsets and director workload. Revisions are made to director and officer compensation when considered warranted.

### **Pension Disclosure**

The Corporation does not sponsor a pension plan or make contributions to an RRSP or 401(K) plan.

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

The following table sets forth information in respect of compensation plans under which equity securities of the Corporation are authorized for issuance for the Corporation's financial year ended February 28, 2017.

Plan Category	Number of securities, to be issued upon exercise of outstanding warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders	6,050,000	\$0.16	2,316,856 <sup>(1)</sup>
Equity compensation plans not approved by security holders	Nil	N/A	N/A
<b>TOTAL:</b>	<b>6,050,000</b>	<b>0.16</b>	<b>2,316,856</b>

**Notes:**

- (1) Currently, the Corporation can grant no more than 8,366,856 stock options under the Corporation's current stock option plan, being 10% of the issued and outstanding Common Shares as at the date hereof.

### **CORPORATE GOVERNANCE**

National Instrument 58,101, *Disclosure of Corporate Governance Practices* requires the Corporation, as a venture issuer, to disclose in its Information Circular certain information with respect to its corporate governance practices, which is set forth in the attached Appendix "A".

### **AUDIT COMMITTEE AND RELATIONSHIP WITH AUDITOR**

National Instrument 52-110 of the Canadian Securities Administrators requires the Corporation, as a venture issuer, to disclose annually in its Information Circular certain information concerning the constitution of its audit committee and its relationship with its independent auditor, which is set forth in the attached Appendix "B".

### **Indebtedness of Directors and Executive Officers**

None of the directors or executive officers of the Corporation, proposed nominees for election or associates of such persons is or has been indebted to the Corporation or its subsidiaries at any time since the beginning of the last completed financial year of the Corporation, and no indebtedness remains outstanding as at the date of this Management Information Circular.

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

Other than as disclosed in this Management Information Circular, since the commencement of the last completed fiscal year, no informed person of the Corporation, nominee for director, or any associate or affiliate of an informed person or nominee, had any material interest, direct or indirect, in any transaction or any proposed transaction which has materially affected or would materially affect the Corporation or any of its subsidiaries, other than the following:

#### ***Private Placement***

On March 31, 2016, the Corporation closed on a private placement of an aggregate of 16,666,666 units ("Units") of the Corporation at a price of \$0.075 per Unit for gross proceeds of \$1,250,000. Each Unit was comprised of one (1) Common Share and one (1) Common Share purchase warrant entitling the holder to purchase one (1) additional Common Share at a price of \$0.15 per Common Share for a period of twenty-four (24) months following the date of closing, subject to an acceleration clause.

Directors and executive officers participated directly or indirectly in this private placement.

#### ***Sale of Shares and Exercise of Warrants:***

On March 6, 2017, certain senior management, directors and other parties related to the Corporation sold an aggregate of 15,375,107 shares on the TSX Venture Exchange at an average price of \$0.20 per share and exercised 15,330,755 share purchase warrants at a weighted average price of \$0.12 per share to acquire an equal number of common shares for proceeds of \$1,822,389. The warrants were issued as part of private placement financings closed on March 27, 2015, February 25, 2016 and March 31, 2016 and had expiry dates of February 25, 2018 and March 31, 2018. The Corporation planned to use the proceeds to fund business plans and for general working capital purposes.

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

Other than as disclosed in this Management Information Circular, management of the Corporation is not aware of any material interest, whether direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting, of any Director or executive officer of the Corporation who has held that position at any time since the beginning of the Corporation's last financial year, or of any proposed nominee for election as Director of the Corporation or any associate or affiliate of any of the foregoing.

## **OTHER MATTERS**

Management knows of no amendment, variation or other matter to come before the Meeting other than the matters referred to in the Notice of Annual Meeting. However, if any other matter properly comes before the Meeting, the accompanying proxy will be voted on such matter in accordance with the best judgment of the person or persons voting the proxy.

## **AVAILABILITY OF ADDITIONAL INFORMATION**

Additional financial and other information with respect to the Corporation is contained in the Corporation's audited consolidated financial statements for the year ended February 28, 2017, and the Corporation's Management's Discussion and Analysis for the year ended February 28, 2017, all of which are available on SEDAR at [www.sedar.com](http://www.sedar.com) and which may be obtained on request from the Corporation's head office located at Suite 4227 Enterprise Square, 10230 Jasper Avenue, Edmonton, Alberta, T5J4P6.

## **BOARD OF DIRECTORS APPROVAL**

The contents of this Management Information Circular and the sending thereof to the Shareholders of the Corporation have been approved by the Board of Directors.

DATED as of the 16th day of June 2017.

## **ON BEHALF OF THE BOARD OF DIRECTORS**

**OneSoft Solutions Inc.**

*(Signed) "Douglas J. Thomson"*

Douglas J. Thomson  
Chair of the Board of Directors

## **APPENDIX A**

### **STATEMENT OF CORPORATE GOVERNANCE PRACTICES**

The board of directors (the "Board") believes that good corporate governance improves corporate performance and benefits all shareholders. National Policy 58-201 - Corporate Governance Guidelines and National Instrument 58-101 - Disclosure of Corporate Governance Practices set out a series of guidelines for effective corporate governance.

Each reporting issuer, such as the Corporation, must disclose on an annual basis and in prescribed form, the corporate governance practices that it has adopted. The following is the Corporation's required annual disclosure of its corporate governance practices in accordance with Form 58-101F2 - Corporate Governance Disclosure.

#### **1. Board of Directors**

*a. Disclose the identity of directors who are independent.*

The Board considers that Ron Odynski and Doug Thomson are independent according to the definition of "independence" set out in NI 52-110 as it applies to the Board.

*b. Disclose the identity of directors who are not independent, and describe the basis for that determination.*

The Board considers that Dwayne Kushniruk and Randy Keith are not independent as Dwayne Kushniruk is actively involved in the activities of the Corporation as President and Chief Executive Officer. Randy Keith was President and Chief Executive officer until July 28, 2014,

*c. Disclose how the Board of Directors facilitates its exercise of independent judgment in carrying out its responsibilities.*

The primary function of the directors of the Corporation is to oversee the management of the business and affairs of the Corporation. The Board has the responsibility to supervise the management of the Corporation which is responsible for the day-to-day conduct of the business of the Corporation. The fundamental objectives of the Board are to enhance and preserve long-term Shareholder value and to ensure that the Corporation conducts business in an ethical and prudent manner. In performing its functions, the Board should consider the legitimate interests that stakeholders, such as employees, customers and communities, may have in the Corporation. The principal responsibilities and duties of the Board fall into a number of categories which are summarized as follows: to oversee corporate performance; monitor business, strategic and financial plans; approve interim and annual financial reports; oversee financial programs and policies; appoint officers, review their performance at least annually and oversee succession planning for senior management; develop the Corporation's approach to governance issues; and approve items such as the issue, purchase and redemption of securities, capital expenditure budget, senior management compensation and benefits, including annual bonus and stock option grants.

The exercise of independent judgment is facilitated in two ways:

- David Tam, a skilled and experienced corporate securities lawyer, is a non-executive officer of the Corporation and is an active participant in all Board meetings. While Mr. Tam does not have a vote, his opinion and counsel serves to guide the Board in its decision making.
- Messrs. Odynski and Thomson are highly skilled businessmen who are experienced participants at the Corporate Board level. They freely exercise their independence to influence Board decision making to the outcomes they feel is most appropriate choice of action. Both are certified directors of the Institute of Corporate Directors and hold the ICD.D designation.

#### **2. Directorships:**

*If a director is presently a director of any other issuer that is a reporting issuer (or the equivalent) in a jurisdiction or a foreign jurisdiction, identify both the director and the other issuer.*

No current Board member holds a Directorship in another public issuer.

#### **3. Orientation and Continuing Education**

*Describe what steps, if any, the board takes to orient new board members and describe any measures the board takes to provide continuing education for directors*

While the Corporation does not have a formal orientation and training program, new Board members are provided with:

1. information respecting the functioning of the Board of Directors, committees and copies of the Corporation's corporate governance policies;

2. access to the appropriate publicly filed documents of the Corporation, technical reports and the Corporation's internal financial information;
3. access to management, auditors and technical consultants;
4. access to legal counsel to the Corporation as may be required to address any questions or matters relating to the Board member's corporate and securities responsibilities; and
5. further information and education as deemed appropriate and desirable by the Board on an as-required case-by-case basis.

This process is overseen by the entire Board. Board members are encouraged to communicate with management, legal counsel and, where applicable, auditors and technical consultants of the Corporation; and to keep themselves current with industry trends and developments and changes in legislation which may be appropriate. Messrs.' Odynski and Thomson, as members of the Institute of Corporate Directors and their professional organizations, undertake professional development activities as required by those entities.

#### **4. Ethical Business Conduct**

*Describe what steps, if any, the board takes to encourage and promote a culture of ethical business conduct.*

The Corporation has developed policies for Disclosure, Foreign Corrupt Practices, Whistle Blowing and Business Conduct and Ethics, Shareholder Engagement, (the "Policies"), and an Employee Handbook which provides for integrity, transparency, and direct and open communication on a "non-reprimand" basis. Employees are encouraged to identify and report on any subject or problem to management or to the Chair of the Audit Committee, on a confidential basis, and to participate in resolution thereof if they choose and are able to do so. In respect of the Employee Handbook, which contains the Policies, the Employees are required to sign that they have read it, understand it and will abide by its content. Each of these policies (with the exception of the Employee Handbook) is publicly disclosed on [www.sedar.com](http://www.sedar.com).

#### **5. Nomination of Directors**

*Disclose what steps, if any, are taken to identify new candidates for board nomination, including: (i) who identifies new candidates, and (ii) the process of identifying new candidates*

The Board as a whole remains responsible for nominating new members of the Board on an on-going basis. If it becomes necessary, a nomination committee will be created which in turn will confirm relevant criteria for suitable candidates including independence of the individual, financial and/or related business acumen, and availability to devote sufficient time to the duties of the Board.

#### **6. Compensation**

*Disclose what steps, if any, are taken to determine compensation for the directors and CEO, including: (i) who determines compensation, and (ii) the process of determining compensation.*

The Corporation has a Governance and Compensation Committee whose members consist of Ron Odynski, Doug Thomson and Dwayne Kushniruk. The committee has the responsibility for determining the compensation of the Corporation's Chair, Chief Executive Officer, and Chief Financial Officer, while considering industry comparable and the Corporation's financial situation. The committee has the responsibility for determining the compensation of the directors including the receipt of stock options.

#### **7. Other Board Committees**

*If the board has standing committees other than the audit, compensation and nominating committees, identify the committees and describe their function.*

The only standing committees of the Board are the Audit Committee, consisting of Messrs. Odynski, Thomson and Kushniruk, and the Governance and Compensation Committee, consisting of Messrs. Odynski, Thomson and Kushniruk. The committees are provided with proposals for their review and approval and they submit their recommendations to the full Board for approvals. There are no other standing committees.

#### **Position Descriptions**

The Board has not documented written descriptions for the Chair of the Board and the Chair of each Board committee. The Chair of the Board and each Board committee chair is responsible to ensure that the committees and the Board fulfill their respective mandates. The principal role of the Chair of the Board includes providing leadership to the Board and acting as a liaison between the Board and Management. The Chair further ensures that all Board matters are properly and adequately addressed.



The Chair of the Audit Committee also maintains on-going communications with the Corporation's external auditors in order to lead the communication in performing its oversight and other audit-related functions. For further information regarding the Corporation's Audit Committee, including the relevant education and experience of the committee members, see Appendix B "Audit Committee" in this Management Information Circular.

The role, responsibilities, and duties of the Chief Executive Officer generally include: maintaining and developing the Corporation's strategic plans and implementation of such plans, providing leadership and direction to employees, and providing operational information to the Board. The Board sets annual objectives of the Chief Executive Officer and his performance is reviewed annually by the Board and Compensation Committee, or as circumstances dictate.

## **8. Assessments**

*Disclose whether or not the board, its committees and individual directors are regularly assessed with respect to their effectiveness and contributions. If assessments are regularly conducted, describe the process used for the assessments. If assessments are not regularly conducted, describe how the board satisfies itself that it, its committees, and individual directors are performing effectively*

The Board does not conduct a regular assessment of the effectiveness of the Board, its committees, or individual directors. Such assessments are done on an informal basis by the Chair of Board, or by the Chairs, or by the Board as a whole.

## **APPENDIX B**

### **AUDIT COMMITTEE**

Under National Instrument 52-110 Audit Committees ("NI 52-110"), the Corporation is required to include in its information circular the disclosure required under Form 52-110F2 with respect to its audit committee. The text of its audit committee charter is set out below. The disclosure under this section is being provided in reliance upon the exemption in Section 6.1 of NI 52-110 for issuers whose securities are listed on the TSX Venture Exchange.

#### **ITEM 1: THE AUDIT COMMITTEE'S CHARTER**

##### **Purpose**

The overall purpose of the Audit Committee (the "Committee") of OneSoft Solutions Inc. (the "Corporation") is to ensure that the Corporation's management has designed and implemented an effective system of internal financial controls, to review and report on the integrity of the consolidated financial statements and related financial disclosure of the Corporation, and to review the Corporation's compliance with regulatory and statutory requirements as they relate to financial statements, taxation matters and disclosure of financial information. It is the intention of the Board that through the involvement of the Committee, the external audit will be conducted independently of the Corporation's Management to ensure that the independent auditors serve the interests of Shareholders rather than the interests of Management of the Corporation. The Committee will act as a liaison to provide better communication between the Board and the external auditors. The Committee will monitor the independence and performance of the Corporation's independent auditors.

##### **Composition, Procedures and Organization**

1. The Committee shall consist of at least three members of the Board of Directors (the "Board").
2. A majority of the members of the Committee shall be independent and who, in the opinion of the Board, would be free from a relationship which would interfere with the exercise of the Committee members' independent judgment. At least two (2) members of the Committee shall have accounting or related financial management expertise. All members of the Committee that are not financially literate will work towards becoming financially literate to obtain a working familiarity with basic finance and accounting practices applicable to the Corporation. For the purposes of this Charter, an individual is financially literate if he or she has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Corporation's financial statements.
3. The Board, at its organizational meeting held in conjunction with each annual general meeting of the shareholders, shall appoint the members of the Committee for the ensuing year. The Board may at any time remove or replace any member of the Committee and may fill any vacancy in the Committee.
4. Unless the Board shall have appointed a chair of the Committee, the members of the Committee shall elect a chair and a secretary from among their number.
5. The quorum for meetings shall be a majority of the members of the Committee, present in person or by telephone or other telecommunication device that permits all persons participating in the meeting to speak and to hear each other.
6. The Committee shall have access to such officers and employees of the Corporation and to the Corporation's external auditors, and to such information respecting the Corporation, as it considers to be necessary or advisable in order to perform its duties and responsibilities.
7. Meetings of the Committee shall be conducted as follows:
  - (a) the Committee shall meet at least four times annually at such times and at such locations as may be requested by the chair of the Committee. The external auditors or any member of the Committee may request a meeting of the Committee;
  - (b) the external auditors shall receive notice of and have the right to attend all meetings of the Committee; and
  - (c) management representatives may be invited to attend all meetings except private sessions with the external auditors.

8. The external auditors shall have a direct line of communication to the Committee through its chair and may bypass management if deemed necessary. The Committee, through its chair, may contact directly any employee in the Corporation as it deems necessary, and any employee may bring before the Committee any matter involving questionable, illegal or improper financial practices or transactions.

### **Roles and Responsibilities**

9. The overall duties and responsibilities of the Committee shall be as follows:
- (a) to assist the Board in the discharge of its responsibilities relating to the Corporation's accounting principles, reporting practices and internal controls and its approval of the Corporation's annual and quarterly consolidated financial statements and related financial disclosure;
  - (b) to establish and maintain a direct line of communication with the Corporation's internal and external auditors and assess their performance;
  - (c) to ensure that the management of the Corporation has designed, implemented and is maintaining an effective system of internal financial controls; and
  - (d) to report regularly to the Board on the fulfillment of its duties and responsibilities.
10. The duties and responsibilities of the Committee as they relate to the external auditors shall be as follows:
- (a) to recommend to the Board a firm of external auditors to be engaged by the Corporation, and to verify the independence of such external auditors;
  - (b) to review and approve the fee, scope and timing of the audit and to approve the engagement of, and fee of, the external auditors for any other related services rendered by the external auditors;
  - (c) review the audit plan of the external auditors prior to the commencement of the audit;
  - (d) to review with the external auditors, upon completion of their audit:
    - i) contents of their report;
    - ii) scope and quality of the audit work performed;
    - iii) adequacy of the Corporation's financial and auditing personnel;
    - iv) co-operation received from the Corporation's personnel during the audit;
    - v) internal resources used;
    - vi) significant transactions outside of the normal business of the Corporation;
    - vii) significant proposed adjustments and recommendations for improving internal accounting controls, accounting principles or management systems; and
    - viii) the non-audit services provided by the external auditors;
  - (e) to discuss with the external auditors the quality and not just the acceptability of the Corporation's accounting principles; and
  - (f) to implement structures and procedures to ensure that the Committee meets the external auditors on a regular basis in the absence of management.
11. The duties and responsibilities of the Committee as they relate to the Corporation's internal auditors, if applicable, are to:
- (a) periodically review the internal audit function with respect to the organization, staffing and effectiveness of the internal audit department;
  - (b) review and approve the internal audit plan; and
  - (c) review significant internal audit findings and recommendations, and management's response thereto.
12. The duties and responsibilities of the Committee as they relate to the internal control procedures of the Corporation are to:
- (a) review the appropriateness and effectiveness of the Corporation's policies and business practices which impact on the financial integrity of the Corporation, including those relating to internal auditing, insurance, accounting, information services and systems and financial controls, management reporting and risk management;
  - (b) review compliance under the Corporation's business conduct and ethics policies and to periodically review these policies and recommend to the Board changes which the Committee may deem appropriate;
  - (c) review any unresolved issues between management and the external auditors that could affect the financial reporting or internal controls of the Corporation; and

- (d) periodically review the Corporation's financial and auditing procedures and the extent to which recommendations made by the internal audit staff or by the external auditors have been implemented.
13. The Committee is also charged with the responsibility to:
- (a) review the Corporation's quarterly statements of earnings, including the impact of unusual items and changes in accounting principles and estimates and report to the Board with respect thereto;
  - (b) review and approve the financial sections of:
    - i) the annual report to shareholders;
    - ii) the annual information form, if required;
    - iii) annual and interim MD&A;
    - iv) prospectuses;
    - v) news releases discussing financial results of the Corporation; and
    - vi) other public reports of a financial nature requiring approval by the Board, and report to the Board with respect thereto;
  - (c) review regulatory filings and decisions as they relate to the Corporation's consolidated financial statements;
  - (d) review the appropriateness of the policies and procedures used in the preparation of the Corporation's consolidated financial statements and other required disclosure documents, and consider recommendations for any material change to such policies;
  - (e) review and report on the integrity of the Corporation's consolidated financial statements;
  - (f) review the minutes of any audit committee meeting of subsidiary companies;
  - (g) review with management, the external auditors and, if necessary, with legal counsel, any litigation, claim or other contingency, including tax assessments that could have a material effect upon the financial position or operating results of the Corporation and the manner in which such matters have been disclosed in the consolidated financial statements;
  - (h) review the Corporation's compliance with regulatory and statutory requirements as they relate to financial statements, tax matters and disclosure of financial information; and
  - (i) develop a calendar of activities to be undertaken by the Committee for each ensuing year and to submit the calendar in the appropriate format to the Board of Directors following each annual general meeting of shareholders.
14. The Committee shall have the authority:
- (a) to engage independent counsel and other advisors as it determines necessary to carry out its duties,
  - (b) to set and pay the compensation for any advisors employed by the Committee; and
  - (c) to communicate directly with the external auditors.

## **ITEM 2: COMPOSITION OF THE AUDIT COMMITTEE**

The current members of the Committee are Doug Thomson, Ron Odynski and Dwayne Kushniruk. All of the members, with the exception of Dwayne Kushniruk, are considered independent, and all of the members are financially literate. "Independent" and "financially literate" have the meaning used in NI 52-110 of the Canadian Securities Administrators.

## **ITEM 3: RELEVANT EDUCATION AND EXPERIENCE**

Mr. Thomson has over 30 years of senior executive and financial experience in a variety of roles and industries. He has a Bachelor of Commerce from the University of Alberta, is a Chartered Professional Accountant, a Fellow of the Chartered Professional Accountants of Alberta and holds the ICD.D designation as a certified director from the Institute of Corporate Directors. He currently sits on the Boards of two other organizations and is a past President of the Institute of Chartered Accountants of Alberta.

Mr. Odynski has practiced law with Ogilvie & Company of Edmonton and Calgary, Alberta since 1975 and is the managing partner in Edmonton. He was admitted to the Law Society of Alberta in 1975, appointed Queen's Counsel in 1990, and is a graduate of the Institute of Corporate Directors, holding the ICD.D designation. Mr. Odynski has extensive experience providing legal services to healthcare institutions and advanced technology companies.

Mr. Kushniruk has been directly involved in the startup, financing and ongoing management of several financial software companies during the past 30 years, including several TSX Venture Exchange listed (or equivalent) companies. During this period, he has developed an extensive understanding of financial systems, financial

statements and accounting standards, Canadian and international capital markets and listed company disclosure requirements.

#### **ITEM 4: AUDIT COMMITTEE OVERSIGHT**

At no time since the commencement of the Corporation's most recently completed financial year was a recommendation of the Committee to nominate or compensate an external auditor (currently, Grant Thornton LLP, Chartered Accountants) not adopted by the Board.

#### **ITEM 5: RELIANCE ON CERTAIN EXEMPTIONS**

Since the effective date of NI 52-110, the Corporation has not relied on the exemptions contained in sections 2.4 or 8 of NI 52-110. Section 2.4 provides an exemption from the requirement that the audit committee must pre-approve all non-audit services to be provided by the auditor, where the total amount of fees related to the non-audit services are not expected to exceed 5% of the total fees payable to the auditor in the fiscal year in which the non-audit services were provided. Section 8 permits a company to apply to a securities regulatory authority for an exemption from the requirements of NI 52-110, in whole or in part.

#### **ITEM 6: PRE-APPROVAL POLICIES AND PROCEDURES**

The Audit Committee must review and approve the fee, scope and timing of the audit and must approve the engagement of, and fee of, the external auditors for any other related services rendered by the external auditors.

#### **ITEM 7: EXTERNAL AUDITOR SERVICE FEES:**

The aggregate fees invoiced to the Corporation by the external auditor during the period of the last two fiscal years are as follows:

	<b><u>FYE 2017</u></b>	<b><u>FYE 2016</u></b>
Audit fees	\$63,724	\$75,964
Tax fees	23,390	27,366
All other fees	16,267	24,511
<b>Total Fees:</b>	<b>\$103,381</b>	<b>\$127,841</b>

#### **ITEM 8: EXEMPTION**

In respect of the most recently completed financial year, the Corporation is relying on the exemption set out in section 6.1 of NI 52-110 with respect to compliance with the requirements of Part 3 (Composition of the Audit Committee) and Part 5 (Reporting Obligations) of NI 52-110.

## APPENDIX C

### STOCK OPTION PLAN

#### **ONESOFT SOLUTIONS INC (hereinafter the Corporation) DIRECTORS', MANAGEMENT, EMPLOYEES' AND CONSULTANTS' STOCK OPTION PLAN**

#### **SECTION 1 – INTRODUCTION**

##### **Purpose**

1.1 The purpose of the Plan is to secure for the Corporation and its shareholders the benefits of incentives inherent in share ownership by the directors, management, employees, advisors and consultants of the Corporation who, in the judgment of the Board, will contribute to its future growth and success. The stock option plan of the nature provided for herein aligns, through share ownership, the interests of the shareholders of the Corporation with those persons charged with managing the Corporation by retaining and encouraging directors, management, employees, advisors and consultants who are key contributors to the success of the Corporation.

##### **Definitions**

1.2 Whenever used herein, the following words and expressions shall have the following meanings, namely:

1.2.1 "Affiliate" means the following:

1.2.1.1 a Company is an Affiliate of another Company if:

1.2.1.1.1 one of them is the subsidiary (as such term is described in the Business Corporations Act (Alberta)) of the other; or

1.2.1.1.2 each of them is controlled by the same Person.

1.2.1.2 In addition, a Company is "controlled" by a Person if:

1.2.1.2.1 voting shares of the Company are held, directly or indirectly, other than by way of security only, by or for the benefit of that Person; and

1.2.1.2.2 the voting shares, if voted, entitle the Person to elect a majority of the directors of the Company.

1.2.2 "Board" means the board of directors of the Corporation as it may be constituted from time to time;

1.2.3 "Consultant Company" means for an individual consultant, a company or partnership of which the individual is an employee, shareholder or partner;

1.2.4 "Company" means, unless specifically indicated otherwise, a corporation, incorporated association or organization, body corporate, partnership, trust, association or other entity other than an individual;

1.2.5 "Corporation" means OneSoft Solutions Inc., a body corporate, incorporated under the laws of the Province of Alberta;

1.2.6 "Eligible Consultant" means, in relation to the Corporation, an individual, advisors (whether a member of the advisory committee or not) or Consultant Company, other than an Eligible Employee or an Eligible Director of the Corporation that:

1.2.6.1 is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Corporation or to an Affiliate of the Corporation, other than services provided in relation to a Distribution (as defined in the Securities Act (Alberta));

- 1.2.6.2. provides the services under a written contract between the Corporation or the Affiliate of the Corporation, and the individual or the Consulting Company;
- 1.2.6.3. in the reasonable opinion of the Corporation, spends or will spend a significant amount of time and attention on the business and affairs of the Corporation or an Affiliate of the Corporation; and
- 1.2.6.4. has a relationship with the Corporation or an Affiliate of the Corporation that enables the individual to be knowledgeable about the business and affairs of the Corporation;
- 1.2.7 "Eligible Director" means a director of the Corporation or a director of an Affiliate of the Corporation to whom stock options can be granted in reliance on a prospectus exemption under applicable securities laws;
- 1.2.8 "Eligible Employee" means:
- 1.2.8.1. an individual who is considered an employee of the Corporation or an Affiliate of the Corporation under the Income Tax Act (Canada) or the Internal Revenue Code (U.S.A.), i.e. for whom income tax and other deductions must be made at the source;
- 1.2.8.2. an individual who works full-time for the Corporation or an Affiliate of the Corporation providing services normally provided by an employee and who is subject to the same control and direction by the Corporation over the details and methods of work as an employee of the Corporation, but for whom income tax deductions are not made at the source; or
- 1.2.8.3. an individual who works for the Corporation or an Affiliate of the Corporation on a continuing and regular basis providing services and skills not otherwise available to the Company and who is subject to some control and direction by the Corporation and for whom income tax deductions are not required to be made at the source
- 1.2.9 "Eligible Management Company Employee" means a Management Company Employee of the Corporation or a Management Company Employee of an Affiliate of the Corporation to whom stock options can be granted in reliance on a prospectus exemption under applicable securities laws;
- 1.2.10 "Eligible Member of Management" means any senior officer of the Corporation or a senior officer of an Affiliate of the Corporation to whom stock options can be granted in reliance on a prospectus exemption under applicable securities laws;
- 1.2.11 "Eligible Participant" means Eligible Consultants, Eligible Directors, Eligible Employees, Eligible Management Company Employees and Eligible Members of Management;
- 1.2.12 "Exchange" means any exchange upon which the Shares may be listed from time to time;
- 1.2.13 "Insider" of the Corporation means:
- 1.2.13.1. an insider as defined in the Securities Act (Alberta), other than a person who falls within that definition solely by virtue of being a director or senior officer of a subsidiary of the Corporation; and
- 1.2.13.2. an Associate (as such term is defined in the Securities Act (Alberta)) of any person who is an Insider by virtue of subparagraph 1.2.13.1;
- 1.2.14 "Investor Relations Activities" means any activities by or on behalf of the Corporation or a shareholder of the Corporation that promote or reasonably could be expected to promote the purchase or sale of securities of the Corporation, but does not include:

- 1.2.14.1. the dissemination of information provided, or records prepared, in the ordinary course of the Corporation:
- 1.2.14.1.1. to promote the sale of products and services of the Corporation; or
- 1.2.14.1.2. to raise public awareness of the issuer; that cannot reasonably be considered to promote the purchase or sale of securities of the Corporation;
- 1.2.14.2. activities or communications necessary to comply with the requirements of:
- 1.2.14.2.1. applicable securities laws; or
- 1.2.14.2.2. the by-laws, rules, policies, or other regulatory instruments of any self-regulatory body or exchange having jurisdiction over the Corporation;
- 1.2.14.3. communications by a publisher of, or writer for, a newspaper, magazine or business or financial publication, that is of general and regular paid circulation, distributed only to subscribers to it for value or to purchasers of it, if:
- 1.2.14.3.1. the communication is only through the newspaper, magazine or publication or through and over the internet; and
- 1.2.14.3.2. the publisher or writer receives no commission or other consideration other than for acting in the capacity of publisher or writer; or
- 1.2.14.4. activities or communications that may be otherwise specified by any exchange having jurisdiction over the Corporation;
- 1.2.15 "Management Company Employee" means an individual employed by a Person providing management services to the Corporation, which are required for the ongoing successful operation of the business enterprise of the Corporation, but excluding a Person engaged in Investor Relations Activities;
- 1.2.16 "Option" means an option to acquire certain Shares granted under the terms of the Plan;
- 1.2.17 "Option Agreement" means the form of option agreement attached hereto as Schedule "A";
- 1.2.18 "Option Period" means the period during which an Option may be exercised;
- 1.2.19 "Optionee" means an Eligible Employee, Eligible Director, Eligible Member of Management or Eligible Consultant to whom an Option has been granted under the terms of the Plan;
- 1.2.20 "Participant" means an Eligible Consultant, Eligible Director, Eligible Employee, Eligible Management Company Employee or Eligible Member of Management who elects to participate in the Plan;
- 1.2.21 "Person" means a Company or an individual;
- 1.2.22 "Plan" means the plan established and operated pursuant to the terms hereof; and
- 1.2.23 "Shares" means the common shares of the Corporation from time to time authorized by the charter documents of the Corporation.

## **SECTION 2 - STOCK OPTION PLAN**

### **Participation**

- 2.1 Options shall be granted only to Eligible Participants.



## **Determination of Option Recipients**

2.2 The Board, or the President, if duly authorized by the Board, shall make all necessary or desirable determinations regarding the granting of Options to Eligible Participants and may take into consideration the present and potential contributions of a particular Eligible Participant to the success of the Corporation and any other factors which it may deem proper and relevant.

## **Price**

2.3 The exercise price per Share shall be determined from time to time by the Board but, in any event, shall not be lower than the lowest exercise price permitted by any Exchange, if applicable.

2.4 Disinterested Shareholder approval pursuant to TSX Venture Exchange Corporate Finance Manual Policy 4.4 Incentive Stock Options, section 3.10, will be obtained for any reduction in the exercise price if the Optionee is an insider of the Corporation at the time of the proposed amendment to reduce the exercise price.

## **Grant of Options**

2.5 The Board, or the President, if duly authorized by the Board, may at any time authorize the granting of Options to Eligible Participants as it may select for the number of Shares that it shall designate, subject to the provisions of the Plan. The Board, or the President, if duly authorized by the Board, at its or his discretion, may grant options on such terms and conditions as it or he considers appropriate provided that such terms and conditions are not inconsistent with the Plan and the policies of the Exchange, if applicable.

2.6 Each Option granted to an Eligible Participant shall be evidenced by an Option Agreement with terms and conditions consistent with the Plan and as approved by the Board or the President if duly authorized (which terms and conditions need not be the same in each case and may be changed from time to time).

## **Terms of Options and Vesting**

2.7 The Option Period shall be of such length as is determined by the Board but in any event shall not be greater than a period of ten (10) years after the date such Option is granted and may be reduced with respect to any such Option as provided in Sections 2.15, 2.16, 2.17 and 2.18 hereof.

2.8 Subject to the other terms and conditions of this Plan, Options shall have such equitable vesting provisions as determined by the Board from time to time, provided that Options granted to Optionees who perform Investor Relations Activities must vest in stages over twelve (12) months with no more than one quarter (1/4) of the options vesting in any three (3) month period (as per TSX Venture Exchange Corporate Finance Manual Policy 4.4 Incentive Stock Options, section (3.4) (b)).

2.9 Any Options remaining unexercised after they became eligible for exercise may be exercised in whole or in part at any time during the remainder of the Option Period.

2.10 Except as set forth in Sections 2.15, 2.16, 2.17 and 2.18 hereof, no Option may be exercised unless the Options have been vested and the Optionee is at the time of such exercise a bona fide Eligible Participant.

2.11 No Option may be granted to an Eligible Employee, Eligible Consultant or an Eligible Management Company Employee unless such person is a bona fide Eligible Employee, Eligible Consultant or an Eligible Management Company Employee.

2.12 The exercise of any Option will be contingent upon receipt by the Corporation of payment of the full purchase price for the Shares being purchased in cash or in some other manner acceptable to the Corporation and in compliance with applicable laws. No Optionee or his legal representatives, legatees or distributees will be, or will be deemed to be, a holder of any Shares subject to an Option, unless and until certificates for such Shares are issued to him or them under the terms of the Plan.

## **Lapsed Option**

2.13 If Options are surrendered, terminated or expire without being exercised in whole or in part, new Options may be granted covering the Shares not purchased under such lapsed Options to the extent permitted by the Exchange, if applicable.

## **Blackout Period**

2.14 If the Corporation self-imposes a blackout period (e.g., preceding the release of financial results) preventing an Optionee from exercising his/her Options before the end of the Option Period, the Option Period shall automatically be extended for thirty (30) days following the last day of a blackout period.

## **Effect of Termination of Employment or Death**

2.15 If an Optionee shall die while an Eligible Employee, Eligible Director, Eligible Consultant (if an individual), Eligible Member of Management or Eligible Management Company Employee, any vested Option held by him at the date of death shall be exercisable, but only by the person or persons to whom the Optionee's rights under the Option shall pass by the Optionee's will or the laws of descent and distribution. All such Options shall be exercisable only for a period of one (1) year after the date of death or prior to the expiration of the Option Period in respect thereof, whichever is sooner.

2.16 If an Optionee ceased to be an Eligible Participant for cause, no Option held by such Optionee may be exercised following the date on which such Optionee ceases to be an Eligible Participant.

2.17 If an Optionee ceased to be an Eligible Participant for any reason other than cause or death, any vested Option held by such Optionee may be exercised only for a period of ninety (90) days after the date on which such Optionee ceases to be an Eligible Participant.

2.18 If an Optionee who is an Eligible Consultant ceased to be retained by the Corporation by virtue of a breach of the consulting agreement, no Option held by such Eligible Consultant may be exercised following such breach.

## **Effect of Takeover Bid**

2.19 If a bona fide offer:

2.19.1 is made to all shareholders of the Corporation for the Shares, which offer, if accepted in whole or part, would result in the offeror exercising control over the Corporation within the meaning of the Securities Act (Alberta);

2.19.2 is made for all or substantially all of the assets of the Corporation (as such concept is interpreted under the Business Corporations Act (Alberta)); or

2.19.3 is made for a proposed transaction which a majority of the Board determines is reasonably likely to have a similar effect as either of the transactions referred to in Sections 2.19.1 and 2.19.2 hereof,

(collectively, the "Offer"), then the Corporation shall, immediately upon receipt of notice of the Offer, notify each Optionee currently holding an Option of the Offer, with full particulars thereof; whereupon, notwithstanding that such Option may not be fully vested at such time in accordance with Section 2.8 hereof, such Option may be exercised in whole or in part by the Optionee so as to permit the Optionee to tender or to vote, as applicable, the Shares received upon such exercise (the "Optioned Shares") pursuant to the Offer. If:

2.19.4 the Offer is withdrawn by the offeror;

2.19.5 the Optionee does not tender the Optioned Shares pursuant to the Offer, if applicable;

2.19.6 all of the Optioned Shares tendered by the Optionee pursuant to the Offer are not taken up and paid for by the offeror in respect thereof, if applicable; or

2.19.7 the sale or reorganization does not close in accordance with its terms,

then the Optioned Shares or, in the case of Section 2.19.6 hereof, the Optioned Shares that are not taken up and paid for, shall be returned by the Optionee to the Corporation and reinstated as authorized but unissued Shares and the terms of the Option as set forth in Sections 2.7, 2.8, 2.9, 2.10, 2.11 and 2.12 hereof shall again apply to the Option. If any

Optioned Shares are returned to the Corporation under this Section, the Corporation shall refund the exercise price to the Optionee for such Optioned Shares. In no event shall the Optionee be entitled to sell the Optioned Shares otherwise than pursuant to the Offer (in the case of an Offer pursuant to Section 2.19.1 hereof) or to sell the Optioned Shares prior to the closing of any transaction (in the case of an Offer pursuant to Section 2.19.2 or 2.19.3 hereof).

#### **Effect of Amalgamation, Consolidation or Merger**

2.20 If the Corporation amalgamates, consolidates or merges with or into another corporation, any Shares receivable on the exercise of an Option shall be converted into the securities, property or cash which the Participant would have received upon such amalgamation, consolidation or merger if the Participant had exercised his Option immediately prior to the record date applicable to such amalgamation, consolidation or merger, and the Option price shall be adjusted appropriately by the Board and such adjustment shall be binding for all purposes of the Plan.

#### **Adjustment in Shares Subject to the Plan**

2.21 If there is any change in the Shares through a consolidation, subdivision or reclassification of Shares, or otherwise, the number of Shares available under the Plan, the Shares subject to any Option, and the purchase price thereof shall be adjusted appropriately by the Board and such adjustment shall be effective and binding for all purposes of the Plan.

#### **Approval**

2.22 The terms of the Options granted from time to time hereunder, and the Optionees to whom Options are granted, are subject, if applicable, to any Exchange accepting notice of such terms and proposed Optionees.

### **SECTION 3 - GENERAL**

#### **Number of Shares**

3.1 The aggregate number of Shares that may be available for issuance, from time to time, under the Plan shall not exceed ten percent (10%) of the issued and outstanding shares of the Corporation at the time of grant of the Options and such number shall increase or decrease as the number of issued and outstanding shares changes. Should the number of issued shares increase at any time after shareholder approval of this Plan, ten percent (10%) of the additional shares shall be available for issuance, from time to time, under the Plan. The exercise of any number of Options will correspondingly reduce that same number of Options outstanding under the Plan such that the ten percent (10%) available shall take into account the then current number of Options outstanding. Shares in respect of which options have not been exercised and are no longer subject to being exercised pursuant to the terms of any Options shall be available as further Options under the Plan.

In addition, the aggregate number of Shares so available for issuance under the Plan to any one person in any twelve (12) month period shall not exceed five percent (5%) of the issued Shares calculated at the time of grant of the Option, unless the Corporation has obtained disinterested shareholder approval (as previously set out in Paragraph 2.4 of this Plan). The aggregate number of Shares so available for issuance under the Plan to any one Eligible Consultant in any twelve (12) month period shall not exceed two percent (2%) of all issued Shares calculated at the time of the grant of any Option. The aggregate number of Options so available for issuance under the Plan in any twelve (12) month period to an Eligible Employee conducting Investor Relations Activities shall not exceed two percent (2%) of all issued Shares calculated at the time of the grant of the Option.

#### **Transferability**

3.2 All benefits, rights and options accruing to any Participant in accordance with the terms and conditions of the Plan shall not be assignable or transferable unless specifically provided herein. During the lifetime of a Participant all such benefits, rights and options may only be exercised by the Participant.

## **Employment**

3.3 Nothing contained in the Plan shall confer upon any Participant any right with respect to employment or continuance of employment or any retainer with the Corporation or interfere in any way with the right of the Corporation to terminate the Participant's employment or retainer at any time.

Participation in the Plan by a Participant is voluntary.

## **Record Keeping**

3.4 The Corporation shall maintain a register in which shall be recorded:

3.4.1 the name and address of each Participant; and

3.4.2 the number of Options granted to a Participant and the number of Options outstanding.

## **Necessary Approvals**

3.5 The obligation of the Corporation to issue and deliver Shares in accordance with the Plan is subject to the approval of any regulatory body having jurisdiction, which may be required in connection with the authorization or issuance of such Shares by the Corporation. If any Shares cannot be issued to any Participant for any reason including, without limitation, the failure to obtain such approval, then the obligation of the Corporation to issue such Shares shall terminate and any Option price paid to the Corporation shall be returned to the Participant.

## **Administration of the Plan**

3.6 The Board is authorized to interpret the Plan from time to time and to adopt, amend and rescind rules and regulations for carrying out the Plan. The interpretation and construction of any provision of the Plan by the Board shall be final and conclusive. Administration of the Plan shall be the responsibility of the appropriate directors and/or officers of the Corporation and all costs in respect thereof shall be paid by the Corporation.

## **Income Taxes**

3.7 As a condition of the Plan, the Corporation will withhold from any remuneration otherwise payable to such Participant any amounts required by any taxing authority to be withheld for taxes of any kind as a consequence of such participation in the Plan.

## **Amendments to Plan**

3.8 The Board reserves the right to amend, modify or terminate the Plan at any time if and when it is advisable in the absolute discretion of the Board. Any amendment to any provision of the Plan shall be subject to approval, if applicable and if required, by any regulatory body having jurisdiction over the securities of the Corporation and, if required, by the shareholders of the Corporation in the manner prescribed by any regulatory body having jurisdiction from time to time.

3.9 Any reduction to the exercise price of an Option held by an Insider shall require such approvals as may be required by any regulatory body having jurisdiction.

## **Representation or Warranty**

3.10 The Corporation makes no representation or warranty as to the future market value of any Shares issued in accordance with the provisions of the Plan.

## **Governing Law**

3.11 Except as otherwise set forth herein, the Plan shall be governed by the laws of the Province of Alberta excluding any conflicts of law, rule or principle which might refer such construction to the laws of another jurisdiction.

## **Interpretation**

3.12 Words used herein importing the singular number include the plural and vice versa and words importing the masculine gender include the feminine and neuter genders.

## **Compliance with Applicable Laws**

3.13 If any provision of the Plan or any agreement entered into pursuant to the Plan contravenes any law or any order, policy, by law or regulation of any Exchange, if applicable, or any regulatory body having authority over the Corporation or the Plan then such provision shall be deemed to be amended to the extent required to bring such provision into compliance therewith.

SCHEDULE "A"  
(To the Stock Option Plan)  
STOCK OPTION AGREEMENT  
THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BETWEEN: \_\_\_\_\_, a resident at the address set out in Part 11 hereof  
(herein referred to as the "Optionee")  
OF THE FIRST PART

ONESOFT SOLUTIONS INC., a body corporate, incorporated under the laws of the  
Province of Alberta  
(herein referred to as the "Corporation")  
OF THE SECOND PART

WHEREAS the Corporation has established a Stock Option Plan (hereinafter referred to as the "Plan") for the granting of stock options, a copy of which has been provided to the Optionee;

AND WHEREAS the Board of Directors of the Corporation has authorized the granting to the Optionee pursuant to the Plan of an option to purchase common shares in the authorized unissued share capital of the Corporation in the number, at the time, at and for the price and upon the other terms and conditions hereinafter contained;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and premises herein set forth, and for other good and valuable consideration (the receipt whereof is hereby acknowledged by the Corporation), the parties hereto agree as follows:

**SECTION 1**

**DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement, the following words and expressions, shall have the following meanings:
- 1.1.1 "Expiration Date" shall mean \_\_\_\_\_;
  - 1.1.2 "Option" means the option to purchase Shares granted to the Optionee pursuant to this Agreement, and includes any portion of that option;
  - 1.1.3 "Option Period" means the period during which an Option may be exercised;
  - 1.1.4 "Option Shares" means the Shares the Optionee is entitled to purchase under this Agreement; and
  - 1.1.5 "Share" means a common share of the Corporation as constituted on the date hereof.

**SECTION 2**

**GRANT OF OPTION**

- 2.1 The Corporation hereby grants to the Optionee, subject to the terms and conditions hereinafter set out, an Option to purchase up to \_\_\_\_\_ Shares of the Corporation at a price of \$ \_\_\_\_\_ per Share.
- 2.2 The Option is granted in accordance with and subject to the terms and conditions of the Plan.
- 2.3 The Option to purchase the Option Shares granted hereby may be exercised in accordance with the terms hereof and the Plan until the Expiration Date, as follows:
- 2.3.1 the Optionee may exercise his rights as to \_\_\_\_\_% of the Shares under option, or any lesser part thereof, on or after the day that is \_\_\_\_\_ (\_\_\_\_\_) months from the date of the grant under this Stock Option Agreement;

2.3.2 the Optionee may exercise his rights to an additional \_\_\_\_\_% of the Shares under option, or any lesser part thereof, on or after the day that is \_\_\_\_\_ (\_\_\_\_\_) months from the date of the grant under this Stock Option Agreement;

2.3.3 the Optionee may exercise his rights to an additional \_\_\_\_\_% of the Shares under option, or any lesser part thereof, on or after the day that is \_\_\_\_\_ (\_\_\_\_\_) months from the date of the grant under this Stock Option Agreement; and

2.4 Subject to sooner termination in accordance with the terms of the Plan, the Option shall expire and terminate upon the Expiration Date as to such of the Option Shares in respect of which the Option has not then been exercised.

### SECTION 3

#### RESERVATION OF SHARES

3.1 The Corporation shall at all times during the term of this Agreement, keep available a sufficient number of unissued Shares in its authorized capital equal to those of the Option Shares which have not been issued.

### SECTION 4

#### ASSIGNMENT OF ENUREMENT

4.1 The Option is personal to the Optionee and is non assignable and non-transferable and neither this Agreement nor any rights hereunder shall be transferable or assignable by the Optionee except as expressly permitted under the terms of the Plan.

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

### SECTION 5

#### EXERCISE OF THE OPTION

5.1 The Option may be exercised by the Optionee by delivery of written notice of such exercise and by tendering therewith payment for the purchase price of the Option Shares to be purchased in cash or in any other manner that is acceptable to the Corporation and that is permitted by law, to the Corporation at its principal office in the City of Edmonton, in the Province of Alberta, or at such other place as may be directed by notice in writing from the Corporation to the Optionee from time to time. Such notice shall state the number of Option Shares with respect to which the Option is then being exercised. The Option shall be deemed for all purposes to have been exercised to the extent stated in such notice upon delivery of the notice and a tender of payment in full for the Option Shares being purchased notwithstanding any delay in the issuance and delivery of the certificate(s) for the Shares so purchased. The Corporation shall, within a reasonable period of time, issue the Shares so purchased in the name of the Optionee and deliver the certificate(s) therefor to the Optionee or cause the number of shares issued and the Optionee's name to be recorded in the Digital Registry Service ("DRS") and for a DRS advice to be forwarded by any means convenient to the Optionee.

### SECTION 6

#### RIGHTS OF THE OPTIONEE PRIOR TO THE EXERCISE DATE

6.1 The Option herein granted shall not entitle the Optionee to any right whatsoever as a shareholder of the Corporation with respect to any Shares subject to the Option until it has been exercised and the Option Shares thereby purchased have been issued as fully paid and non assessable.

6.2 Nothing contained in this Agreement or done pursuant hereto shall obligate the Optionee to purchase and/or pay for any Option Shares except those Option Shares in respect of which the Optionee shall have validly exercised this Option.

### SECTION 7

#### REGULATORY APPROVAL

7.1 Notwithstanding anything to the contrary in this Agreement, the Optionee hereby agrees that he will not exercise the Option, and that the Corporation will not be obliged to issue any Shares hereunder, if the exercise of the Option or the issuance of the Shares shall constitute a violation by the Optionee or the

Corporation of any provision of any law or regulation or of any order, regulation, policy or rule of any governmental authority, regulatory body or stock exchange. Any determination in this connection made by the Board of Directors of the Corporation shall be final, binding and conclusive.

7.2 The Corporation shall in no event be obliged, by any act of the Optionee or otherwise, to issue, register or qualify for resale any securities issuable upon exercise of the Option pursuant to a prospectus or similar document or to take any other affirmative action in order to cause the exercise of the Option or the issue or resale of the Shares issuable pursuant thereto to comply with any law or regulation or any order, regulation, policy or rule of any governmental authority, regulatory body or stock exchange; provided that, if applicable, the Corporation shall notify the applicable stock exchange and other appropriate regulatory bodies in Canada of the existence of the Option and any exercise thereof.

## **SECTION 8**

### **FURTHER ASSURANCES**

8.1 The parties hereto covenant that they shall and will from time to time and at all times hereafter do and perform all such acts and things and execute all such deeds, documents and writings as may be required to give effect to the true intent of this Agreement.

## **SECTION 9**

### **INTERPRETATION AND GENERAL**

9.1 It is understood and agreed by the parties hereto that questions may arise as to the interpretation, construction or enforcement of this Agreement or the Plan and the parties are desirous of having the Board of Directors of the Corporation determine any such question or interpretation, construction or enforcement. It is, therefore, understood and agreed by and between the parties hereto that any question arising under the terms of this Agreement or the Plan as to interpretation, construction or enforcement shall be referred to the Board of Directors of the Corporation and their majority decision shall be final and binding on both of the parties hereto.

9.2 Neither the Corporation nor its directors or officers, or any of them, shall be liable to the Optionee or to the Optionee's personal representative by reason of any loss or anticipated loss of economic benefit by reason of any action or event, whether or not concurred in by them, which has the effect of curtailing or abrogating the benefits which have accrued or might have accrued to the Optionee hereunder, including, without limitation, the voluntary or involuntary winding up of the Corporation, the sale of all or substantially all of its assets, the delisting of the Shares from public trading, or any decline in the value of the Shares for any reason whatsoever.

9.3 The payment of all income taxes or other taxes or assessments in the nature of taxes levied upon the Optionee as a result of the granting or exercise of the Option shall be solely the responsibility of the Optionee.

9.4 In this Agreement, words importing the singular number include the plural and vice versa and words importing the masculine gender include the feminine and neuter genders.

9.5 This Agreement, including any schedules annexed hereto, constitutes the entire agreement between the parties hereto and there are no oral statements, representations, warranties, undertakings or agreements between the parties modifying the provisions of this Agreement. No supplement, amendment, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties hereto.

9.6 Any term, condition or provision of this Agreement which is deemed to be void, prohibited or unenforceable, shall be severable herefrom, be ineffective to the extent of such avoidance, prohibition or unenforceability without in any way invalidating the remaining terms, conditions and provisions thereof.

9.7 The Optionee represents and warrants that he is a bona fide Eligible Participant (as defined in the Plan).

9.8 Time shall be of the essence of this Agreement.



## SECTION 10

### GOVERNING LAW

10.1 Except as otherwise set forth in the Plan, this Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Alberta excluding any conflicts of law, rule or principle which might refer such construction to the laws of another jurisdiction.

10.2 Each of the parties hereto hereby irrevocably attorns to the jurisdiction of the Courts of the Province of Alberta and the Supreme Court of Canada.

## SECTION 11

### ACKNOWLEDGEMENT OF PERSONAL INFORMATION REQUIRED TO BE DISCLOSED TO THE TORONTO STOCK EXCHANGE IN RELATION TO GRANTING OF STOCK OPTIONS

11.1 TSX Venture Exchange Inc. and its affiliates, authorized agents, subsidiaries and divisions, including the TSX Venture Exchange (collectively referred to as "the Exchange") collect Personal Information in certain Forms that are submitted by the individual and/or by an Issuer or Applicant and use it for the following purposes:

- to conduct background checks,
- to verify the Personal Information that has been provided about each individual,
- to consider the suitability of the individual to act as an officer, director, insider, promoter, investor relations provider or, as applicable, an employee or consultant, of the Issuer or Applicant,
- to consider the eligibility of the Issuer or Applicant to list on the Exchange,
- to provide disclosure to market participants as to the security holdings of directors, officers, other insiders and promoters of the Issuer, or its associates or affiliates,
- to conduct enforcement proceedings, and
- to perform other investigations as required by and to ensure compliance with all applicable rules, policies, rulings and regulations of the Exchange, securities legislation and other legal and regulatory requirements governing the conduct and protection of the public markets in Canada.

As part of this process, the Exchange also collects additional Personal Information from other sources, including but not limited to, securities regulatory authorities in Canada or elsewhere, investigative, law enforcement or self-regulatory organizations, regulations services providers and each of their subsidiaries, affiliates, regulators and authorized agents, to ensure that the purposes set out above can be accomplished.

The Personal Information the Exchange collects may also be disclosed:

- (a) to the agencies and organizations in the preceding paragraph, or as otherwise permitted or required by law, and they may use it in their own investigations for the purposes described above; and
- (b) on the Exchange's website or through printed materials published by or pursuant to the directions of the Exchange.

11.2 The Exchange may from time to time use third parties to process information and/or provide other administrative services. In this regard, the Exchange may share the information with such third party service providers

## SECTION 12

### NOTICES

12.1 Any notice to be given pursuant to the provisions hereof shall be conclusively deemed to have been given and received by a party hereto and to be effective on the day on which it is delivered to such party at

the addresses set forth below (or at such other address that such party shall supply to the other parties in writing) or if sent by mail, on the fifth business day after the day on which mailed, addressed to such party at said address:

12.1.1 If to the Optionee, at

12.1.2 If to the Corporation, at

#4227, 10230 Jasper Avenue  
Edmonton, Alberta T5J 4P6

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED  
in the presence of:

\_\_\_\_\_

)  
)  
)  
)  
)

\_\_\_\_\_

ONESOFT SOLUTIONS INC.

Per:

\_\_\_\_\_

## **APPENDIX D**

BE IT RESOLVED THAT By-Law No. 1 of OneSoft Solutions Inc. be amended by adding the following as a new section:

### **DIRECT REGISTRATION OF SHAREHOLDINGS**

Direct Registration of Shareholdings - A registered shareholder of the Corporation may have his or her holdings of shares of the Corporation evidenced by an electronic, book-based, direct registration system or other non-certificated entry or position on the register of shareholders to be kept by the Corporation in place of a physical share certificate pursuant to such a registration system that may be adopted by the Corporation, in conjunction with its transfer agent. This by-law shall be read such that a registered holder of shares of the Corporation pursuant to any such electronic, book-based, direct registration service or other non-certificated entry or position shall be entitled to all of the same benefits, rights, entitlements and shall incur the same duties and obligations as a registered holder of shares evidenced by a physical share certificate. The Corporation and its transfer agent may adopt such policies and procedures and require such documents and evidence as they may determine necessary or desirable in order to facilitate the adoption and maintenance of a share registration system by electronic, book-based, direct registration system or other non-certificated means.