

SKYCHAIN TECHNOLOGIES INC.

Suite 407 – 1112 West Pender Street
Vancouver, British Columbia, V6E 2S1

**NOTICE OF THE ANNUAL GENERAL AND SPECIAL MEETING
OF SHAREHOLDERS TO BE HELD ON NOVEMBER 7, 2024**

TO: The Shareholders of Skychain Technologies Inc.

NOTICE IS HEREBY GIVEN that the annual general and special meeting of the shareholders (the “**Meeting**”) of Skychain Technologies Inc. (“**Skychain**” or the “**Company**”) will be held in Vancouver, British Columbia, at Suite 407 - 1112 West Pender Street, Vancouver, British Columbia V6E 2S1, on Thursday, the 7th day of November, 2024, at 11:00 am (Pacific time), for the following purposes:

1. To receive and consider the comparative consolidated financial statements of Skychain for the years ended March 31, 2023 and 2022, together with the report of the auditors thereon;
2. To determine the number of directors for the ensuing year;
3. To elect directors to hold office for the ensuing year;
4. To appoint auditors for the ensuing financial year at a remuneration to be fixed by the directors;
5. To consider, and if deemed advisable, to pass, with or without variation, an ordinary resolution to approve the Company’s amended and restated stock option plan to comply with the requirements of the TSX Venture Exchange; and
7. To transact such other business as may properly come before the Meeting or any adjournment or adjournments thereof.

Accompanying this Notice of Meeting is a Management Information Circular (the “**Circular**”), a Form of Proxy and a Request for Financial Information Form.

Only shareholders of record at the close of business on October 3, 2024 will be entitled to receive notice of and vote at the Meeting. Shareholders who are unable to attend the Meeting are requested to complete, sign, date and return the enclosed form of Proxy indicating your voting instructions. A Proxy will not be valid unless it is deposited at the office of Endeavor Trust Corporation (the “**Transfer Agent**” or “**Endeavor**”) at 702 – 777 Hornby Street, Vancouver, British Columbia, V6Z 1S4, not less than 48 hours (excluding Saturdays, Sundays and statutory holidays in British Columbia and Canada) before the time fixed for the Meeting or any adjournments thereof. If you are not a registered shareholder, please refer to the accompanying Circular for information on how to vote your common shares of the Company.

DATED at Vancouver, British Columbia, this 3rd day of October, 2024.

BY ORDER OF THE BOARD OF DIRECTORS

“Don Gordon”

Don Gordon

Chief Executive Officer and President

SKYCHAIN TECHNOLOGIES INC.

MANAGEMENT INFORMATION CIRCULAR

As at and dated October 3, 2024 (unless otherwise indicated)

SOLICITATION OF PROXIES BY MANAGEMENT

This Management Information Circular (the “**Circular**”) accompanies the notice of an annual general and special meeting of shareholders (the “**Notice**”) and is furnished to shareholders holding common shares (the “**Shares**”) in the capital of Skychain Technologies Inc. (“**Skychain**” or the “**Company**”) in connection with the solicitation by the management of the Company of proxies to be voted at the annual general and special meeting of shareholders (the “**Meeting**”) to be held on Thursday, November 7, 2024, at 11:00 am (Pacific Time) at 1112 West Pender Street, Suite 407, Vancouver, British Columbia, or at any adjournment or postponement thereof.

Under Skychain's Articles, a quorum for the transaction of business at a meeting of shareholders is two persons who are, or who represent by proxy, shareholders who, in the aggregate, hold at least 5% of the issued shares entitled to be voted at the meeting.

PROXIES

Management Solicitation

The solicitation of proxies by Skychain will be conducted by mail and may be supplemented by telephone or other personal contact to be made without special compensation by the directors, officers and employees of the Company. Skychain does not reimburse shareholders, nominees or agents for costs incurred in obtaining from their principals' authorization to execute forms of proxy, except that the Company has requested brokers and nominees who hold stock in their respective names to furnish this proxy material to their customers, and Skychain may reimburse such brokers and nominees for their related out of pocket expenses. The cost of this solicitation will be borne by Skychain. No solicitation will be made by specifically engaged employees or soliciting agents.

No person has been authorized to give any information or to make any representation other than as contained in this Circular in connection with the solicitation of proxies. If given or made, such information or representations must not be relied upon as having been authorized by Skychain. The delivery of this Circular shall not create, under any circumstances, any implication that there has been no change in the information set forth herein since the date of this Circular. This Circular does not constitute the solicitation of a proxy by anyone in any jurisdiction in which such solicitation is not authorized, or in which the person making such solicitation is not qualified to do so, or to anyone to whom it is unlawful to make such an offer of solicitation.

Appointment of Proxy

Registered shareholders are entitled to vote at the Meeting. A shareholder is entitled to one vote for each Share that such shareholder holds on the record date of October 3, 2024 on the resolutions to be voted upon at the Meeting, and any other matter to come before the Meeting.

The persons named as proxyholders (the “**Designated Persons**”) in the enclosed form of proxy are directors and officers of Skychain.

A shareholder has the right to appoint a person or company (who need not be a shareholder) to attend and act for or on behalf of that shareholder at the Meeting or any adjournment or postponement

thereof, other than the Designated Persons named in the enclosed form of proxy. To exercise the right, the shareholder may do so by inserting the name of such other person in the space provided in the form of proxy. Such person should bring photo identification to the Meeting.

A Proxy will not be valid unless it is deposited at the office of Endeavor Trust Corporation (the “**Transfer Agent**” or “**Endeavor**”) at 702 – 777 Hornby Street, Vancouver, British Columbia, V6Z 1S4, not less than 48 hours (excluding Saturdays, Sundays and statutory holidays in British Columbia and Ontario) before the time fixed for the Meeting or any adjournments thereof. Alternatively, the proxy may be delivered to the Chairman of the Meeting prior to the start of the Meeting on the day of the Meeting, or any adjournment or postponement thereof.

A proxy may not be valid unless it is dated and signed by the shareholder who is giving it or by that shareholder's attorney-in-fact duly authorized by that shareholder in writing or, in the case of a corporation, dated and executed by a duly authorized officer or attorney-in-fact for the corporation. If a form of proxy is executed by an attorney-in-fact for an individual shareholder or joint shareholders or by an officer or attorney-in-fact for a corporate shareholder, the instrument so empowering the officer or attorney-in-fact, as the case may be, or a notarially certified copy thereof, must accompany the form of proxy.

Revocation of Proxies

A shareholder who has given a proxy may revoke it at any time before it is exercised by an instrument in writing: (a) executed by that shareholder or by that shareholder's attorney-in-fact authorized in writing or, where the shareholder is a corporation, by a duly authorized officer of, or attorney-in-fact for, the corporation; and (b) delivered either: (i) to Skychain at 1112 West Pender Street, Suite 407, Vancouver, British Columbia V6E 2S1, at any time up to and including the last business day preceding the day of the Meeting or, if adjourned or postponed, any reconvening thereof, or (ii) to the Chairman of the Meeting prior to the vote on matters covered by the proxy on the day of the Meeting or, if adjourned or postponed, any reconvening thereof, or (iii) in any other manner provided by law.

Also, a proxy will automatically be revoked by either: (i) attendance at the Meeting and participation in a poll (ballot) by a shareholder, or (ii) submission of a subsequent proxy in accordance with the foregoing procedures. A revocation of a proxy does not affect any matter on which a vote has been taken prior to any such revocation.

Voting of Shares and Proxies and Exercise of Discretion by Designated Persons

A shareholder may indicate the manner in which the Designated Persons are to vote with respect to a matter to be voted upon at the Meeting by marking the appropriate space. If the instructions as to voting indicated in the proxy are certain, the Shares represented by the proxy will be voted or withheld from voting in accordance with the instructions given in the proxy. **The Shares represented by a proxy will be voted or withheld from voting in accordance with the instructions of the shareholder on any ballot that may be called for and if the shareholder specifies a choice with respect to any matter to be acted upon, the Shares will be voted accordingly.**

If no choice is specified in the proxy with respect to a matter to be acted upon, the proxy confers discretionary authority with respect to that matter upon the Designated Persons named in the form of proxy. It is intended that the Designated Persons will vote the Shares represented by the proxy in favour of each matter identified in the proxy.

The enclosed form of proxy confers discretionary authority upon the persons named therein in respect of amendments or variations to matters identified in the Notice or other matters that may properly come before the Meeting or any adjournment or postponement thereof. At the date of this Circular, management of Skychain is not aware of any such amendments, variations, or other matters to come before the Meeting.

In the case of abstentions from, or withholding of, the voting of the Shares on any matter, the Shares that are the subject of the abstention or withholding will be counted for determination of a quorum, but will not be counted as affirmative or negative on the matter to be voted upon.

NOTICE TO BENEFICIAL SHAREHOLDERS

The information set out in this section is of significant importance to those shareholders who do not hold Shares in their own name. Shareholders who do not hold their Shares in their own name (referred to in this Circular as “Beneficial Shareholders”) should note that only proxies deposited by shareholders whose names appear on the records of Skychain as the registered holders of Shares can be recognized and acted upon at the Meeting. If Shares are listed in an account statement provided to a shareholder by a broker, then in almost all cases those Shares will not be registered in the shareholder's name on the records of Skychain. Such Shares will more likely be registered under the name of the shareholder's broker or an agent of that broker. In the United States, the vast majority of such Shares are registered under the name of Cede & Co. as nominee for The Depository Trust Company (which acts as depository for many U.S. brokerage firms and custodian banks), and in Canada, under the name of CDS & Co. (the registration name for The Canadian Depository for Securities Limited, which acts as nominee for many Canadian brokerage firms). **Beneficial Shareholders should ensure that instructions respecting the voting of their Shares are communicated to the appropriate person well in advance of the Meeting.**

Applicable regulatory policy requires intermediaries/brokers to seek voting instructions from Beneficial Shareholders in advance of shareholders' meetings. Every intermediary/broker has its own mailing procedures and provides its own return instructions to clients, which should be carefully followed by Beneficial Shareholders in order to ensure that their Shares are voted at the Meeting. The form of proxy supplied to a Beneficial Shareholder by its broker (or the agent of the broker) is similar to the form of proxy provided to registered shareholders by Skychain. However, its purpose is limited to instructing the registered shareholder (the broker or agent of the broker) on how to vote on behalf of the Beneficial Shareholder. The majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. (“**Broadridge**”) in the United States and Canada. Broadridge typically prepares a special voting instruction form, mails this form to the Beneficial Shareholders and asks for appropriate instructions regarding the voting of Shares to be voted at the Meeting. Beneficial Shareholders are requested to complete and return the voting instructions to Broadridge by mail or facsimile. Alternatively, Beneficial Shareholders can call a toll-free number and access Broadridge's dedicated voting website (each as noted on the voting instruction form) to deliver their voting instructions and to vote the Shares held by them. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of shares to be represented at the Meeting. **A Beneficial Shareholder receiving a Broadridge voting instruction form cannot use that form as a proxy to vote Shares directly at the Meeting – the voting instruction form must be returned to Broadridge well in advance of the Meeting in order to have its Shares voted at the Meeting.**

Although a Beneficial Shareholder may not be recognized directly at the Meeting for the purposes of voting Shares registered in the name of his broker (or agent of the broker), a Beneficial Shareholder may attend at the Meeting as proxyholder for the registered shareholder and vote the Shares in that capacity. Beneficial Shareholders who wish to attend at the Meeting and indirectly vote their Shares as proxyholder for the registered shareholder should enter their own names in the blank space on the instrument of proxy provided to them and return the same to their broker (or the broker's agent) in accordance with the instructions provided by such broker (or agent), well in advance of the Meeting. Alternatively, a Beneficial Shareholder may request in writing that his or her broker send to the Beneficial Shareholder a legal proxy which would enable the Beneficial Shareholder to attend at the Meeting and vote his or her Shares.

Management of Skychain does not intend to pay for intermediaries to forward to those who object to their name being made known to the issuers of securities which they own (called “OBOs” for Objecting Beneficial Owners) under National Instrument 54-101 - *Communications with Beneficial Owners of Securities of a Reporting Issuer* of the Canadian Securities Administrators the Meeting materials, and that in the case of an OBO, the OBO will not receive the Meeting materials unless the OBO's intermediary assumes the cost of delivery.

All references to shareholders in this Circular are to registered shareholders, unless specifically stated otherwise.

VOTING SHARES AND PRINCIPAL HOLDERS THEREOF

Skychain is authorized to issue an unlimited number of Shares without par value. As of the record date, determined by Skychain's board of directors (the “Board”) to be the close of business on October 3, 2024, a total of 26,835,601 Shares were issued and outstanding. Each Share carries the right to one vote at the Meeting.

Only registered shareholders as of the record date are entitled to receive notice of, and to attend and vote at, the Meeting or any adjournment or postponement of the Meeting.

To the best of the knowledge of the directors or executive officers of Skychain, no person or company beneficially owns, or controls or directs, directly or indirectly, Shares carrying 10% or more of the voting rights attached to the outstanding Shares of the Company, other than as set forth below:

Name	No. of Shares Owned	Percentage of Class ⁽¹⁾
1151152 BC Ltd. ⁽²⁾	3,128,157	11.66%
DM Tech Group Trust ⁽³⁾	4,761,905	17.75%

Notes:

- (1) The percentage is determined based on the number of outstanding shares as at the Record Date.
- (2) Ningtao (Bill) Zhang, the former CEO and a former Director of the Company, and Xi (Walson) Wang, a director of the Company, hold respectively 22.43% and 37.50% of the common shares of 1151152 BC Ltd.
- (3) Richard Du, a director of the Company, controls DM Tech Group Trust.

PARTICULARS OF MATTERS TO BE ACTED UPON

Receipt of the Financial Statements and Auditors' Report

At the Meeting, Shareholders will receive and consider the financial statements of the Company for the years ended March 31, 2023 and 2022, and the auditors' report thereon. No formal action is required or proposed to be taken at the Meeting with respect to the financial statements.

Fixing Number of Directors

It is proposed that the number of directors to be elected at the Meeting to hold office until the next annual meeting or until their successors are elected or appointed, subject to the Articles and Notice of Articles of Skychain be fixed at five (5). **Unless otherwise directed, it is the intention of management to vote proxies in the accompanying form of proxy in favour of setting the number of directors to be elected at the Meeting at five (5).**

Election of Directors

Management of Skychain proposes to nominate the persons named in the table below for election by the shareholders as directors of the Company. Information concerning such persons, as furnished by the individual nominees, is as follows:

Name, Residence and Present Position with Skychain	Principal Occupation for the Past Five Years	Director Since	No. of Shares Beneficially Owned Directly or Indirectly as of the Date Hereof⁽¹⁾
Donald Gordon <i>North Vancouver, BC</i> CEO and President	Principal of DAG Consulting Corp. since 2000; Senior Advisor, Canadian National Stock Exchange 2005 - 2018; Director and Officer of several publicly listed and other reporting issuers	N/A	117,600
Florian Munsch <i>Cyprus</i> Director	Managing Partner of Euroswiss Equity Group since May 2020; Founder and Chief Editor of goldgeldwelt.de since April 2015	N/A	Nil
Lisa Palleson-Stallan⁽³⁾ <i>North Vancouver, BC</i> Director	Managing Director of Isla Quarry Ltd. since April 2024; Managing Director of Cyber Ensure since April 2023; Managing Director of Alteza Capital since December 2020; Chief Business Development Officer of Lucy Scientific from March 2019 to December 2020	N/A	Nil
Richard (Weichong) Du⁽²⁾⁽³⁾ <i>Vancouver, BC</i> Director	Director of Skychain since December 2021; CEO of Skychain between December 2021 and June 2022; President of Skychain between June 2022 and September 2024	December 22, 2021	4,761,906
Bernard (Wing Mou) Fung⁽³⁾ <i>Hong Kong, China</i> Director	Deputy Chairman of Advanced Fiber Resources (Zhuhai) Ltd. since 2009	February 8, 2022	2,400,000

Notes:

- (1) The information as to shares beneficially owned or over which control or direction is exercised, not being within our knowledge, has been furnished by the respective individual, has been extracted from the register of shareholdings maintained by our transfer agent or has been obtained from insider reports filed by the individuals and available through the Internet at the Canadian System for Electronic Disclosure by Insiders (SEDI).
- (2) Mr. Du holds his shares through DM Tech Group Trust, which he controls.
- (3) Members of the Company's audit committee.

Cease Trade Orders

Other than as disclosed below to the best of management's knowledge, no proposed director of the Company is, or within the ten (10) years before the date of this Circular has been, a director, chief executive officer or chief financial officer of any company (including the Company) that:

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

Mr. Richard Du, Mr. Bernard Fung and Mr. Xi (Walson) Wang are current directors of the Company while it is being subject to a cease trade order issued by the British Columbia Securities Commission and the Alberta Securities Commission on August 5, 2022 for failure to file its annual financial report for the period ended March 31, 2022 and annual management’s discussion and analysis for the period ended March 31, 2022 (the “**Required Records**”) in a timely manner. As of the date of this circular, the Required Records have been filed and the Company is in the process of preparing same for the financial year-ended March 31, 2024.

Mr. Donald Gordon engages in consulting work to reactivate and reorganize companies and as a result, works with some companies that are not in good standing. Mr. Gordon was a director of the following companies while they were subject to cease trade orders for over 30 days for failure to file annual audits:

Issuer	Cease Trade Order Date	Reason: Late Filing	Revocation Order Date
CloudMD Software & Services Inc. (formerly Premier Health Group Inc.)	BCSC, OSC – May 4, 2018	Annual Audit	June 26, 2018
CloudMD Software & Services Inc. (formerly Premier Health Group Inc.)	BCSC – May 5, 2017	Annual Audit	July 25, 2017
Opt-In Sports Apparel Inc.	BCSC – October 10, 2023	Annual Audit	N/A
Musirum Health Science Inc.	BCSC – October 10, 2023	Annual Audit	N/A
Rift Valley Resources Corp.	BCSC, OSC – May 8, 2023	Annual Audit	N/A
Entrepreno Acquisitions Corp. (formerly ArtContent Publishing Limited)	BCSC – December 2, 2016	Annual Audit	N/A
Sor Baroot Resources Corp.	BCSC – August 6, 2015	Annual Audit	N/A
Minichiello Apparel Inc.	BCSC – December 4, 2019	Annual Audit	N/A
Minichiello Apparel Inc.	BCSC – December 2, 2018	Annual Audit	January 4, 2019
Minichiello Apparel Inc.	BCSC – December 02, 2016	Annual Audit	September 1, 2017 Audits Filed
Groundstar Resources Ltd.	BCSC, ASC – September 4, 2018	Annual Audit	N/A
Mahdia Gold Corp.	OSC – March 13, 2015 and BCSC – June 11, 2015	Annual Audit	N/A
Web Watcher Systems Ltd.	BCSC – November 4, 2015	Annual Audit	N/A
0941092 B.C. Ltd	BCSC – December 11, 2015	Annual Audit	N/A

Bankruptcies

To the best of management's knowledge, no proposed director of Skychain is, or within ten (10) years before the date of this Circular, has been a director or an executive officer of any company (including Skychain) that, while the person was acting in that capacity, or within a year of that person ceasing to act in the capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold its assets.

To the best of management's knowledge, no proposed director of Skychain has, within ten (10) years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

Penalties and Sanctions

To the best of management's knowledge, no proposed director of Skychain has been subject to: (a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with securities regulatory authority; or (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

Management of Skychain recommends the approval of each of the nominees listed above for election as directors of Skychain for the ensuing year. In the absence of contrary instructions, the Designated Persons intend to vote the Shares represented thereby in favour of the election to the Board of those persons hereinafter designated as nominees for election as directors. The Board does not contemplate that any of such nominees will be unable to serve as a director. However, if for any reason any of the proposed nominees do not stand for election or are unable to serve as such, proxies in favour of management designees will be voted for another nominee in their discretion unless the Shareholder has specified in his proxy that his/her/its Shares are to be withheld from voting on the election of directors.

Appointment and Remuneration of Auditors

Shareholders will be asked to vote for the appointment of Bassi & Karimjee LLP, Chartered Professional Accountants, (“**Bassi & Karimjee**”), as the auditors of Skychain to hold office until the next annual meeting of the Shareholders at a remuneration to be fixed by the board of directors.

Proposed Amendments to the Option Plan

At the annual meeting of shareholders of Skychain held on December 15, 2021, the shareholders ratified, confirmed and approved a stock option plan (the “**Option Plan**”) which reserves for issuance upon the grant of stock options a rolling maximum of 10% of the number of common shares issued and outstanding on the applicable date of grant. As a result of the implementation of the updated TSXV Policy 4.4 (as defined below), the New Plan was adopted by the Board effective October 6, 2024, subject to shareholder approval. On September 26, 2024, the TSXV granted conditional acceptance of the New Plan.

As at November 24, 2021, the TSXV amended its rules and policies in respect of security based compensation plans, including stock option plans (the “**Updated TSXV Policy 4.4**”). In order to comply with the terms and conditions of the Updated TSXV Policy 4.4, the Board approved an amended and restated option plan that has received conditional acceptance by the TSXV, subject to approval of the Shareholders, as further described in this Management Information Circular (such Option Plan, as amended, being the “**New Plan**”).

At the Meeting, the shareholders will be asked to consider, and if thought advisable, pass an ordinary resolution (the “**Option Plan Resolution**”) to approve the New Plan as follows:

“BE IT RESOLVED, AS AN ORDINARY RESOLUTION OF THE SHAREHOLDERS OF SKYCHAIN, THAT:

1. The Company’s stock option plan dated December 15, 2021 (the “**Current Plan**”), as amended from time to time, including each of the amendments described in the management information circular of the Company dated October 3, 2024 (the “**Circular**”) and such Current Plan, as amended, (the “**New Plan**”), substantially in the form as attached as Schedule “B” to the Circular, are authorized, approved, ratified and confirmed;
2. The board of directors of the Company be authorized to make any changes to the New Plan as may be required or permitted by any regulatory authority or stock exchange on which the securities of the Company are listed for trading, without further approval of the shareholders of the Company; and
4. any one director or officer of the Company be and is hereby authorized and directed to do all such acts and things and to execute and deliver, under the corporate seal of the Company or otherwise, all such deeds, documents, instruments and assurances as in his opinion may be necessary or desirable to give effect to the foregoing resolutions, including, without limitation, making any changes to the New Plan required by the TSX Venture Exchange or applicable securities regulatory authorities and to complete all transactions in connection with the administration of the New Plan.”

The form of the Option Plan Resolution set forth above is subject to such amendments as management may propose at the Meeting, but which do not materially affect the substance of the Option Plan Resolution.

Management of Skychain recommends that shareholders vote in favour of the Option Plan Resolution at the Meeting. It is the intention of the Designated Persons named in the enclosed form of proxy, if not expressly directed otherwise in such form of proxy, to vote such proxy FOR the Option Plan Resolution.

A copy of the Option Plan may be inspected at the offices of the Company during normal business hours until the date of the Meeting. A copy of the Stock Option Plan will also be available for review at the Meeting.

STATEMENT OF EXECUTIVE COMPENSATION

Interpretation

For the purpose of this Statement of Executive Compensation:

“**compensation securities**” includes stock options, convertible securities, exchangeable securities and similar instruments including stock appreciation rights, deferred share units and restricted stock units granted or issued by the company or one of its subsidiaries (if any) for services provided or to be provided, directly or indirectly, to the Company or any of its subsidiaries (if any);

“**external management company**” includes a subsidiary, affiliate or associate of the external management company;

“**NEO**” or “**named executive officer**” means each of the following individuals:

- (a) each individual who, in respect of Skychain, during any part of the most recently completed financial year, served as chief executive officer (“CEO”) including an individual performing functions similar to a CEO;
- (b) each individual who, in respect of Skychain, during any part of the most recently completed financial year, served as chief financial officer (“CFO”) including an individual performing functions similar to a CFO;
- (c) in respect of Skychain and its subsidiaries, the most highly compensated executive officer other than the individual identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than \$150,000 for that financial year; and
- (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 Skychain, and was not acting in a similar capacity, at the end of that financial year.

“**plan**” includes any plan, contract, authorization, or arrangement, whether or not set out in any formal document, where cash, compensation securities or any other property may be received, whether for one or more persons; and

“**underlying securities**” means any securities issuable on conversion, exchange or exercise of compensation securities.

“**TSX-V**” or “**Exchange**” means the TSX Venture Exchange Inc. on which the Company's stock trades under the symbol “SCT”.

Currencies

All financial amounts are stated in Canadian dollars unless otherwise indicated.

Director and NEO Compensation, excluding Compensation Securities

The following table sets forth all compensation paid, payable, awarded, granted, given or otherwise provided, directly or indirectly, by Skychain or its subsidiaries, to each NEO and director of Skychain, in any capacity, including, for greater certainty, all plan and non-plan compensation, direct or indirect pay, remuneration, economic or financial award, reward, benefit, gift or perquisite paid, payable, awarded, granted, given or otherwise provided to the NEO or a director of Skychain for services provided and for services to be provided, directly or indirectly, to Skychain or its subsidiaries during the three most recently completed financial years.

Table of Compensation							
Name and position	Year Ended	Salary, consulting fee, retainer, or commission (\$)	Bonus (\$)	Committee or Meeting Fees (\$)	Value of Perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Bernard Fung ⁽¹⁾ Director	2024	Nil	Nil	Nil	Nil	Nil	Nil
	2023	50,000	Nil	2,000	Nil	Nil	52,000
	2022	Nil	Nil	Nil	Nil	Nil	Nil
Richard (Weichong) Du ⁽²⁾ Director and former President	2024	200,000	Nil	Nil	Nil	Nil	200,000
	2023	200,000	Nil	Nil	Nil	Nil	200,000
	2022	50,000	Nil	Nil	Nil	Nil	50,000
Ningtao (Bill) Zhang ⁽³⁾ Former President, former CEO and former Director	2022	140,000	150,000	Nil	Nil	Nil	290,000
Xi (Walson) Wang ⁽⁴⁾ Director	2024	Nil	Nil	Nil	Nil	Nil	Nil
	2023	Nil	Nil	Nil	Nil	Nil	Nil
	2022	Nil	Nil	Nil	Nil	Nil	Nil
Donald Gordon ⁽⁵⁾ CEO, President and former Director	2024	84,000	Nil	Nil	Nil	Nil	84,000
	2023	81,167	Nil	Nil	Nil	Nil	81,167
	2022	96,900	50,000	Nil	Nil	Nil	146,900
Tang Tang ⁽⁶⁾ Director	2023	Nil	Nil	Nil	Nil	Nil	Nil
	2022	Nil	Nil	Nil	Nil	Nil	Nil
Frederick Jung ⁽⁷⁾ Director	2022	Nil	72,000	Nil	Nil	Nil	72,000
Anastacia Zherbakhanova ⁽⁸⁾ Director	2023	Nil	Nil	Nil	Nil	Nil	Nil
	2022	Nil	Nil	Nil	Nil	Nil	Nil
William Ying ⁽⁹⁾ Director	2024	60,000	Nil	Nil	Nil	Nil	60,000
	2023	25,000	Nil	Nil	Nil	Nil	25,000

Notes:

- (1) Mr. Fung was appointed as a director on February 8, 2022.
- (2) Mr. Du was appointed as a director and CEO on December 22, 2021. He resigned from his position as CEO on June 2, 2022. He was appointed as President on June 2, 2022 and resigned from his position as President on September 1, 2024. Of Mr. Du's compensation for the financial year ending March 31, 2024, \$47,500 has been paid and \$245,833 is payable; for the financial year ending March 31, 2023, \$123,334 has been paid and \$93,333 is payable; and for the financial year ending March 31, 2022, \$33,333 has been paid and \$16,667 is payable.
- (3) Mr. Zhang was appointed as a director of Skychain on February 7, 2019 and as CEO on March 15, 2018. He resigned as CEO on December 22, 2021 and was removed as a director on February 16, 2022 as the result of his dismissal for cause from all his management positions in the Company.
- (4) Mr. Wang was appointed as a director of Skychain on March 15, 2018.
- (5) Mr. Donald Gordon was appointed CFO on August 7, 2019 and was appointed as a Director on March 13, 2020. Mr. Gordon resigned from his position as CFO and appointed as CEO on June 2, 2022 and President on September 15, 2024. Mr. Gordon resigned from the board on September 20, 2022. Of Mr. Gordon's compensation for the financial year ending March 31, 2024, \$59,500 was paid and \$24,500 is payable.
- (6) Ms. Tang was appointed as a director of Skychain on August 7, 2019 and resigned on September 20, 2022.
- (7) Mr. Jung was appointed as a director of Skychain on April 15, 2021 and resigned on March 16, 2022.
- (8) Ms. Zherbakhanova was appointed as a director of Skychain on October 18, 2021 and resigned on June 10, 2022.
- (9) Mr. Ying was appointed as a director of the Company on November 2, 2022. Of Mr. Ying's compensation for the financial year ending March 31, 2024, \$47,500 was paid and \$12,500 is payable.

The following is a brief biography of the nominee directors.

Florian Munsch – Director

Mr. Munsch is an entrepreneur, manager and investor. He has served as CEO, President and Director for multiple European and international companies. Mr. Munsch brings over 10 years of professional experience in capital markets, venture capital and business development to his role as Managing Partner of Euroswiss Equity Group, a premier investor marketing group developing the European capital markets for Canadian, Australian and US-listed companies. He previously served in different roles in the pharmaceutical industry. Mr. Munsch holds a B.Sc. in Bio-Geo-Sciences from the University of Koblenz, Germany and a M.Sc. in Biosciences from the University of Münster, Germany.

Dr. Lisa Palleson-Stallan – Director

Dr. Lisa Palleson-Stallan is a dynamic and accomplished professional with extensive experience in entrepreneurship, business strategy, and leadership. Dr. Palleson-Stallan’s expertise extends beyond traditional business roles. Dr. Palleson-Stallan’s obtained her Ph.D. in International Business/Global Health from Nottingham Trent University, an M.A. in International Relations and Affairs from the University of New South Wales, and a Bachelor's degree in Communications/Business from Trinity Western University. She has been involved early in blockchain and cryptocurrency, joining the speaker circuit through blockchain west, she was chief marketing officer for AIBB and helped establish Dao Labs. In addition to her professional accomplishments, Lisa is a respected mentor and friend, known for her commitment to helping others succeed. Her diverse experience, coupled with her strategic vision, makes her a formidable leader in the business world.

Stock Options and Other Compensation Securities

The following table sets forth all direct compensation securities granted or issued to any director and NEO by the Company or any subsidiary thereof in the years ended March 31, 2024, 2023 and 2022 for services provided, or to be provided, directly or indirectly, to the Company or any subsidiary thereof.

Name and Position	Type of compensation security ⁽¹⁾	Number of compensation securities, number of underlying securities, and percentage of class	Date of issue or grant	Issue, conversion or exercise price (\$)	Closing price of security or underlying security on date of grant (\$)	Expiry Date
Richard Du Director	Options	500,000	December 30, 2021	0.35	0.35	December 30, 2026

Exercise of Compensation Securities by NEOs and Directors

No director or NEO exercised any compensation securities, during the years ended March 31, 2024, 2023 and 2022.

Stock Option Plans or Other Incentive Plans

Skychain's current Option Plan provides that the Board may, from time to time, in its discretion, grant to directors, officers, employees, consultants and other personnel of the Company and its subsidiaries or affiliates, options to purchase Shares. The Option Plan is a “rolling” stock option plan, whereby the aggregate number of Shares reserved for issuance, together with any other Shares reserved for issuance under any other plan or agreement of the Company, shall not exceed ten (10%) percent of the total number

of issued Shares (calculated on a non-diluted basis) at the time an option is granted. As at the date hereof, there are 1,000,000 options outstanding under the Option Plan.

To comply with the Updated TSXV Policy 4.4, the shareholders will be asked at the Meeting to consider, and if thought advisable, pass the Option Plan Resolution to approve the New Plan.

Terms of the New Option Plan

Similar to the Company's existing Option Plan, the New Plan is also "10% rolling" stock option plan. The following is a summary of the terms of the New Plan which is qualified in its entirety by the full text of the New Plan, which is as set out at Schedule "B" hereto:

- (a) The maximum aggregate number of Common Shares that are issuable under the existing Option Plan and under any other security based compensation plan adopted by the Company ("**Security Based Compensation**") must not exceed 10% of the issued and outstanding Common Shares on the date of grant of the options or the grant or issuance of other Security Based Compensation. The Company currently has no intention of adopting plans for any Other Securities Based Compensations, other than the New Plan.
- (b) The maximum aggregate number of Common Shares that are issuable under the New Plan and under any and all of the Company's other Security Based Compensation granted or issued to Insiders (as a group) must not exceed 10% of the total number of issued and outstanding Common Shares at any point in time (unless the Company has obtained the requisite disinterested shareholder approval in accordance with the Updated TSXV Policy 4.4).
- (c) The maximum aggregate number of Common Shares that are issuable under the New Plan and under any other Security Based Compensation granted or issued in any 12 month period to Insiders (as a group) must not exceed 10% of the total number of issued and outstanding Common Shares, calculated as at the date of grant of an option or the date any other Security Based Compensation is granted or issued to any Insider (unless the Company has obtained the requisite disinterested shareholder approval in accordance with the Updated TSXV Policy 4.4).
- (d) The maximum aggregate number of Common Shares that are issuable under the New Plan and under any other Security Based Compensation granted or issued in any 12 month period to any one person (and where permitted under the Updated TSXV Policy 4.4, any companies that are wholly owned by such person) must not exceed 5% of the total number of issued and outstanding Common Shares, calculated as at the date any Security Based Compensation is granted or issued to the person (unless the Issuer has obtained the requisite disinterested shareholder approval in accordance with the Updated TSXV Policy 4.4).
- (e) The maximum aggregate number of Common Shares that are issuable under the New Plan and under any Security Based Compensation granted or issued in any 12 month period to any one consultant must not exceed 2% of the total number of issued and outstanding Common Shares, calculated as at the date any options are granted or any other Security Based Compensation is granted or issued to the consultant.
- (f) Investor Relations Service Providers may not receive any Security Based Compensation other than options granted under the existing Option Plan

- (g) The maximum aggregate number of Common Shares that are issuable pursuant to all options granted in any 12 month period to all Investor Relations Service Providers in aggregate must not exceed 2% of the total number of issued and outstanding Common Shares, calculated as at the date any option is granted to any such Investor Relations Service Provider.
- (h) Disinterested shareholder approval in accordance with Updated TSXV Policy 4.4 must be obtained for any proposed reduction in the exercise price or any extension of the term of outstanding Options granted to Optionees that are Insiders at the time of the proposed amendment.
- (i) If an Optionee that is an Employee, a Management Company Employee or a Consultant (as those terms are defined in the Current Plan) ceases to be a person eligible to receive options (an “**Eligible Person**”) as a result of termination for cause (as determined by common law), any outstanding option held by such Optionee on the date of termination will terminate and cease to be exercisable immediately.
- (j) If an Optionee ceases to be an Eligible Person for any reason other than termination for cause, disability or death, such Optionee’s outstanding option will terminate on the earlier of: (i) 180 days thereafter (30 days if the Optionee was an Investor Relations Service Provider); or (ii) the expiry date of the option; or (iii) within a reasonable period as determined by the Board (the “**Exercise Period**”) commencing on the effective date the Optionee ceases to be an Eligible Person (but only to the extent that such option has vested on or before the date the Optionee ceased to be an Eligible Person), and all rights to purchase Common Shares under such option will expire as of the last day of such Exercise Period, provided however that the maximum Exercise Period shall be six months, unless the Optionee has entered into a valid employment or consulting agreement that provides for a longer Exercise Period, but in no case shall the Exercise Period be greater than one year unless prior approval of the TSXV has been obtained.
- (k) If a bona fide offer (an “**Offer**”) for Common Shares is made to the Optionee or to Shareholders generally or to a class of Shareholders which includes the Optionee, which Offer, if accepted, would result in the offeror becoming a ‘control person’ of the Corporation, then the Corporation must immediately notify each Optionee of full particulars of the Offer, and (subject to the approval of the TSXV) all outstanding options will become vested and the Option may be exercised in whole or in part by the Optionee so as to permit the Optionee to tender the Common Shares received upon such exercise (“**Option Shares**”), pursuant to the Offer.

However, if:

- (i) the Offer is not completed within the time specified in the Offer; or
- (ii) all of the Option Shares tendered by the Optionee pursuant to the Offer are not taken up or paid for by the offeror,

then the Option Shares received upon such exercise, or in the case of clause (b) above, the Option Shares that are not taken up and paid for, may be returned by the Optionee to the Corporation and reinstated as authorized but unissued Common Shares and with respect to such returned Option Shares, the Option will be reinstated as if it had not been exercised and the vesting terms will be reinstated. If any Option Shares are returned to the Corporation, the Corporation will refund the purchase price to the Optionee for such Option Shares.

Employment, consulting and management agreements

Mr. Don Gordon provides CEO services under a monthly employment contract of \$7,000 per month.

Ms. Lindley Huang provides CFO and corporate secretary services under a monthly employment contract of \$10,000 per month.

Oversight and Description of Director and Named Executive Officer Compensation

Skychain relies solely on Board discussion to determine compensation paid to executives and directors, without any formal objectives, criteria, or analysis. As Skychain is still in the developmental stage as a junior mining company, Skychain's compensation program will rely heavily on the granting of stock options.

The long-term incentive program is intended to align the interests of the NEOs, directors, consultants, and employees with those of Skychain's shareholders over the longer term and to provide a retention incentive for each NEO. This component of the compensation package consists of grants of options to purchase common shares. Numerous factors are taken into consideration by the Board in determining grants of options, including: a review of the previous grants (including value both at the current share prices and potential future prices), the remaining time to expiry, overall corporate performance, share price performance, the business environment and the role and performance of the individual in question.

At present no incentive options or prerequisites are in place reference may be made to the table under **Director and NEO Compensation, excluding Compensation Securities**, as presented above.

Pension Disclosure

The Company does not have any pension, defined benefit, defined contribution or deferred compensation plan in place.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table sets out, as of the end of the Skychain's financial years ended March 31, 2024, all information required with respect to compensation plans under which equity securities of Skychain are authorized for issuance:

Plan Category	Number of Securities to be Issued Upon Exercise of Outstanding Options, 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 ⁽¹⁾ (Excluding Securities Reflected in Column (a) (c))
Equity compensation plans approved by security holders	1,000,000	\$0.35	1,683,560
Equity compensation plans not approved by security holders	Nil	N/A	Nil
Total	1,000,000	N/A	1,683,560

Notes:

- (1) Skychain currently has a rolling stock option plan. The aggregate number of shares reserved for issuance is a maximum of 10% of the issued and outstanding share capital of Skychain at the date of grant.

CORPORATE GOVERNANCE

National Instrument 58-101, *Disclosure of Corporate Governance Practices*, requires all companies to provide certain annual disclosure of their corporate governance practices with respect to the corporate governance guidelines (the “**Guidelines**”) adopted in National Policy 58-201. These Guidelines are not prescriptive, but have been used by Skychain in adopting its corporate governance practices. Skychain's approach to corporate governance is set out below.

Board of Directors

The Board currently consists of four (4) directors: Richard (Weichong) Du, Bernard (Wing Mou) Fung, Xi (Walson) Wang, and William Ying.

The Guidelines suggest that the board of every listed company should be constituted with a majority of individuals who qualify as “independent” directors under section 1.4 of NI 52-110 which provides that a director is independent if he or she has no direct or indirect “material relationship” with the Company. A “material relationship” is a relationship which could, in the view of Skychain's Board, be reasonably expected to interfere with the exercise of a director's independent judgment. Of the Board, the following members are independent: Bernard (Wing Mou) Fung, William Ying and Xi (Walson) Wang; and the following members were not independent: Richard (Weichong) Du, as he was the President of Skychain until September 15, 2024.

Directorships

The following directors of the Company (or nominees for director) are presently a director of one or more other reporting issuers. In the following table, “CSE” means the Canadian Securities Exchange.

Name of Director	Name of Other Reporting Issuer	Name of Exchange
Donald Gordon	0941092 BC Ltd.	N/A
	ENTREPRENO Acquisitions Corp. (formerly ArtContent Publishing Limited)	N/A
	Groundstar Resources Limited	TSXV
	Minichiello Apparel Inc.	N/A
	Rift Valley Resources Corp.	CSE
	WYLF New Ventures Ltd. (formerly Laidineach Investment Acquisition Corp.)	N/A
	Opt-In Sports Apparel Inc.	N/A
	Musirum Health Science Inc.	N/A

Nomination of Directors

The Board determines new nominees to the Board, although a formal process has not been adopted. The nominees are generally the result of recruitment efforts by the Board members, including both formal and informal discussions among Board members and the Chairman of the Company. The Board monitors but does not formally assess the performance of individual Board members or committee members on their contributions.

Orientation and Continuing Education

Skychain does not provide a formal orientation and education program for new directors; however, any new directors will be given the opportunity to familiarize themselves with Skychain, the current directors and members of Management. Skychain also encourages and provides opportunities for new directors to pursue continuing education opportunities relating to their role as directors.

Compensation Committee

The Board has not, to date, constituted a compensation committee. The Board, as a whole, determines compensation; however, a formal process has not been adopted.

Assessments

Skychain has no formalised assessment procedures to satisfy itself that its directors, Board committee members and the Board as a whole are performing effectively

Ethical Business Conduct

The Board has adopted a written Code of Business Conduct and Ethics applicable to directors, officers, employees and consultants of Skychain to promote integrity and to deter wrongdoing with respect to the following issues:

1. Conflicts of Interest;
2. Protection and Proper Use of Corporate Assets;
3. Confidentiality of Corporate Information;
4. Compliance with laws, rules and regulations; and
5. Reporting of Illegal or Unethical Behaviour.

Any waivers from the code must be granted by the Audit and Finance Committee.

Committees

Skychain has the following committees: the Audit and Finance Committee. For additional information concerning the Audit and Finance Committee, please refer to the “Audit and Finance Committee” section of this Circular.

MANAGEMENT CONTRACTS

Management functions of Skychain are substantially performed by directors or senior officers of Skychain and not, to any substantial degree, by any other person with whom Skychain has contracted.

AUDIT AND FINANCE COMMITTEE

The Audit and Finance Committee Charter

The Audit and Finance Committee charter sets out the responsibilities and duties, qualifications for membership, procedures for Committee member appointment and reporting to the Skychain Board. The Audit and Finance Committee Charter is attached hereto as Schedule “A”.

Composition of the Audit and Finance Committee

As at March 31, 2024, Richard Du, William Ying, and Bernard Fung are members of Skychain's Audit Committee. If following the Meeting, Dr. Lisa Palleson-Stallan is elected to the board, then she will replace Mr. Ying on the Audit Committee. Bernard Fung, Richard Du and Dr. Lisa Palleson-Stallan are considered independent applying the guidelines contained in applicable securities legislation.

Each member of Skychain's Audit and Finance Committee is considered to be “financially literate”, as that term is defined in NI 52-110, in that each 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 be expected to be raised by Skychain's financial statements.

Relevant Education and Experience

Mr. Fung received his bachelor's degree in Economics from the University of Essex in England.

Dr. Richard Du received his PhD degree in electronics engineering from Zhejiang University in China.

Dr. Palleson-Stallan's obtained her Ph.D. in International Business/Global Health from Nottingham Trent University, an M.A. in International Relations and Affairs from the University of New South Wales, and a Bachelor's degree in Communications/Business from Trinity Western University.

After the Meeting, the Board may be appointing new members to the Audit Committee. In making these appointments, the Board will consider those individuals who are well-qualified to serve on the Audit

Committee, given the expertise they have accrued in their business careers, and who meet the independence and financial literacy requirements of National Instrument 52-110 Audit Committees.

Audit and Finance Committee Oversight

At no time since the commencement of Skychain's most recently completed financial year was a recommendation of the Audit and Finance Committee made to nominate or compensate an external auditor not adopted by the Board.

Reliance on Certain Exemptions

At no time since the commencement of Skychain's most recently completed financial year has Skychain relied on the exemption in Section 2.4 of NI 52-110 (De Minimis Non-audit Services), the exemptions in Subsection 6.1.1(4) (Circumstance Affecting the Business or Operations of the Venture Issuer), Subsection 6.1.1(5) (Events Outside Control of Member), Subsection 6.1.1(6) (Death, Incapacity or Resignation) or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110 (Exemptions).

Pre-Approval Policies and Procedures

The Audit and Finance Committee for Skychain has not adopted specific policies and procedures for the engagement of non-audit services.

External Auditor Service Fees

Aggregate audit fees and audit and/or tax related fees billed by Skychain's external auditors, Manning Elliott, for services rendered with respect to the fiscal years ended March 31, 2023 and 2022 are summarized in the table that follows:

Nature of Services	Fiscal Year ended March 31, 2023 \$	Fiscal Year ended March 31, 2022 \$
Audit Fees ⁽¹⁾	63,000	336,000
Audit-Related Fees ⁽²⁾	5,000	Nil
Tax Fees ⁽³⁾	5,250	17,665
All Other Fees ⁽⁴⁾	Nil	Nil

Notes:

- (1) The aggregate fees billed by the Company's auditor for annual audit fees.
- (2) The aggregate fees billed for assurance and related services by the Company's auditor that are reasonably related to the performance of the audit or review of the Company's consolidated financial statements and are not disclosed in the "Audit Fees" column.
- (3) The aggregate fees billed for professional services rendered by the Company's auditor for tax compliance, tax advice and tax planning. These services include the filing of the Company's annual tax returns.
- (4) The aggregate fees billed for professional services other than those listed in the other three rows, including due diligence services for potential acquisitions.

Exemption

Skychain is relying upon the exemption in section 6.1 of NI 52-110 in respect of the composition of its Finance and Audit Committee and in respect of its reporting obligations under NI 52-110.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

Since the beginning of the last completed financial year, no current or former Director, executive officer, proposed nominee for election as a Director or associate of the foregoing has been indebted to Skychain or to any of its subsidiaries, nor have any of these individuals been indebted to another entity which indebtedness is the subject of a guarantee, support agreement, letter of credit or understanding provided by Skychain or any of its subsidiaries.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as disclosed herein or in the Financial Statements, no informed person of Skychain, any proposed director of Skychain, or any associate or affiliate of any informed person or proposed director has any material interest, direct or indirect, in any transaction since the commencement of its most recently completed financial year or in any proposed transaction which has materially affected or would materially affect Skychain. An "informed person" means a director or executive officer of a reporting issuer; a director or executive officer of a person or company that is itself an informed person or subsidiary of a reporting issuer; any person or company who beneficially owns, directly or indirectly, voting shares of a reporting issuer or who exercises control or direction over shares of a reporting issuer, or a combination of both carrying more than 10% of the voting rights attached to all outstanding voting securities of a reporting issuer and could include a reporting issuer if the reporting issuer has purchased, redeemed or otherwise acquired any of its own securities, for so long as it hold any of its securities.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

Except as otherwise disclosed in this Circular, no person who has been a director, executive officer, proposed nominee for election as a director of the Company, or any associate or affiliate thereof has any material interest, direct or indirect, by way of beneficial ownership of shares of Skychain or otherwise in the matters to be acted upon at the Meeting, other than the election of directors or the appointment of auditors, except as generally disclosed in this Circular or otherwise particularly described in the disclosure for a matter to be acted upon.

ADDITIONAL INFORMATION

Additional information concerning Skychain is available on SEDAR at www.sedar.com

Skychain will provide a copy of its consolidated financial statements and MD&A free of charge to any security holder of Skychain upon written request. Financial information concerning Skychain is provided in Skychain's comparative financial statements and Management's Discussion and Analysis for the financial year ended March 31, 2023, and is also available on SEDAR.

MANAGEMENT KNOWS OF NO OTHER MATTERS TO COME BEFORE THE MEETING OTHER THAN THOSE REFERRED TO IN THE NOTICE OF MEETING; HOWEVER, SHOULD ANY OTHER MATTERS WHICH ARE NOT KNOWN TO MANAGEMENT PROPERLY COME BEFORE THE MEETING, THE SHARES REPRESENTED BY THE FORM OF PROXY SOLICITED HEREBY WILL BE VOTED ON SUCH MATTERS IN ACCORDANCE WITH THE BEST JUDGEMENT OF THE PERSONS VOTING THE SHARES REPRESENTED BY THE PROXY.

APPROVAL OF THE BOARD OF DIRECTORS

The contents of this Circular have been approved and the delivery of it to each shareholder of Skychain entitled thereto and to the appropriate regulatory agencies has been authorized by the Board.

DATED at Vancouver, British Columbia this 3rd day of October, 2024.

BY ORDER OF THE BOARD

"Don Gordon"

Don Gordon

Chief Executive Officer and President

SCHEDULE "A"

AUDIT AND FINANCE COMMITTEE CHARTER

(Dated for Reference July 1, 2008)

MANDATE

The Audit and Finance Committee (the "Committee") will assist the Board of Directors of Skychain (the "Board") in fulfilling its financial oversight responsibilities by reviewing the financial reporting process, the system of internal control and the audit process.

COMPOSITION

The Committee shall be comprised of at least three members. Each member must be a director of Skychain. A majority of the members of the Committee shall not be officers or employees of Skychain or of an affiliate of Skychain. At least one member of the Committee shall be financially literate. All members of the Committee who are not financially literate will work towards becoming financially literate to obtain a working familiarity with basic finance and accounting practices. For the purposes of this Audit Committee Charter, the term "financially literate" means 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 Skychain's financial statements.

The members of the Committee shall be appointed by the Board at its first meeting following the annual shareholders' meeting. Unless a Chair is elected by the full Board, the members of the Committee may designate a Chair by a majority vote of the full Committee membership. The Chair shall be financially literate and an "independent director" as defined in National Instrument 52-110 Audit Committees.

MEETINGS

Meetings of the Committee shall be scheduled to take place at regular intervals and, in any event, not less frequently than quarterly. Unless all members are present and waive notice, or those absent waive notice before or after a meeting, the Chairman will give Committee members 24 hours' advance notice of each meeting and the matters to be discussed at it. Notice may be given personally, by telephone, facsimile or e-mail.

The external auditor shall be given reasonable notice of, and be entitled to attend and speak at, each meeting of the Committee concerning Skychain's annual financial statements and, if the Committee feels it is necessary or appropriate, at any other meeting. On request by the external auditor, the Chair shall call a meeting of the Committee to consider any matter that the external auditor believes should be brought to the attention of the Committee, the Board, or the shareholders of Skychain.

At each meeting of the Committee, a quorum shall consist of a majority of members that are not officers or employees of Skychain or of an affiliate of Skychain. A member may participate in a meeting of the Committee in person or by telephone if all members participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other. A member may participate in a meeting of the Committee by a communication medium other than telephone if all members participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other and if all members who wish to participate in the meeting agree to such participation.

A resolution of the Committee may be passed without a meeting if each of the directors who are members of the Committee consents to such resolution in writing. A consent in writing is effective the date stated therein and is deemed to be a valid and effective proceeding at a meeting of the Committee and to be as valid and effective as if it had been passed at a Meeting of the Committee and to be as valid and effective as if it had been passed at a meeting of the Committee.

As part of its goal to foster open communication, the Committee may periodically meet separately with each of management and the external auditor to discuss any matters that the Committee or any of these groups believes would be appropriate to discuss privately. In addition, the Committee should meet with the external auditor and management annually to review Skychain's financial statements.

The Committee may invite to its meetings any director, any manager of Skychain, and any other person whom it deems appropriate to consult in order to carry out its responsibilities. The Committee may also exclude from its meetings any person it deems appropriate to exclude in order to carry out its responsibilities.

RESPONSIBILITIES AND DUTIES

Financial Accounting and Reporting Process and Internal Controls

The Committee is responsible for reviewing Skychain's financial accounting and reporting process and system of internal control. The Committee shall:

- (a) Review the annual audited financial statements to satisfy itself that they are presented in accordance with applicable generally accepted accounting principles (“GAAP”) and report thereon to the Board and recommend to the Board whether or not same should be approved prior to their being filed with the appropriate regulatory authorities. The Committee shall also review the interim financial statements.
- (b) With respect to the annual audited financial statements, the Committee shall discuss significant issues regarding accounting principles, practices, and judgments of management with management and the external auditors and have meetings with Skychain's auditors without management present, as and when the Committee deems it appropriate to do so. The Committee shall satisfy itself that the information contained in the annual audited financial statements is not significantly erroneous, misleading, or incomplete and that the audit function has been effectively carried out.
- (c) Review any internal control reports prepared by management and the evaluation of such report by the external auditors, together with management's response.
- (d) Review and satisfy itself that adequate procedures are in place for the review of Skychain's public disclosure of financial information extracted or derived from Skychain's financial statements, management's discussion and analysis and interim earnings press releases, and periodically assess the adequacy of these procedures.
- (e) Review management's discussion and analysis relating to annual and interim financial statements and any other public disclosure documents that are required to be reviewed by the Committee under any applicable laws, before Skychain publicly discloses this information.
- (f) Meet no less frequently than annually with the external auditors and the Chief Financial Officer to review accounting practices, internal controls and such other matters as the Committee or Chief Financial Officer deem appropriate.

- (g) Inquire of management and the external auditors about significant financial risks or exposures, both internal and external, to which Skychain may be subject, and assess the steps management has taken to minimize such risks.
- (h) Review the post-audit or management letter containing the recommendations of the external auditors and management's response and subsequent follow-up to any identified weaknesses.
- (i) Establish procedures for:
 - (i) the receipt, retention and treatment of complaints received by Skychain regarding accounting, internal accounting controls or auditing matters; and
 - (ii) the confidential, anonymous submission by employees or consultants of Skychain of concerns regarding questionable accounting or auditing matters.

Audit

External Auditor

The Committee has primary responsibility for the selection, appointment, dismissal and compensation and oversight of the external auditors, subject to the overall approval of the Board. In carrying out this duty, the Committee shall:

- (a) Require the external auditor to report directly to the Committee.
- (b) Recommend to the Board the external auditor to be nominated at the annual general meeting for appointment as the external auditor for the ensuing year and the compensation for the external auditors, or, if applicable, the replacement of the external auditor.
- (c) Review, annually, the performance of the external auditor.
- (d) Review and approve Skychain's hiring policies regarding partners, employees and former partners and employees of the external auditor and former independent external auditor of Skychain.
- (e) Pre-approve all non-audit services to be provided to Skychain or its subsidiaries by Skychain's external auditor.

Audit and Review Process and Results

The Committee is directly responsible for overseeing the work by the external auditor (including resolution of disagreements between management and the external auditor regarding financial reporting) engaged for the purpose of preparing or issuing an audit report or performing other audit or review services for Skychain. The Committee shall:

- (a) Review the external auditors' audit plan, including the scope, procedures, and timing of the audit.
- (b) Review the results of the annual audit with the external auditors, including matters related to the conduct of the audit.

- (c) Obtain timely reports from the external auditors describing critical accounting policies and practices, alternative treatments of information with GAAP that were discussed with management, their ramifications, and the external auditors' preferred treatment.
- (d) Ensure that all material written communications between Skychain and the external auditors are sent to the Committee.
- (e) Review fees paid by Skychain to the external auditors and other professionals in respect of audit and non-audit services on an annual basis.
- (f) Review and approve Skychain's hiring policies regarding partners, employees and former partners and employees of the present and former auditors of Skychain.

Other

- (a) Perform such other duties as may be assigned to it by the Board from time to time or as may be required by applicable regulatory authorities or legislation.
- (b) Report regularly and on a timely basis to the Board on matters coming before the Committee.
- (c) Review and reassess the adequacy of this Charter annually and recommend any proposed changes to the Board for approval.

Authority

The Committee is authorized:

- (a) to seek any information it requires from any employee of Skychain in order to perform its duties;
- (b) to engage, at Skychain's expense, independent legal counsel or other professional advisors on any matter within the scope of the role and duties of the Committee under this Charter;
- (c) to set and pay the compensation for any advisors engaged by the Committee; and
- (d) to communicate directly with the internal and external auditors of Skychain.

This Charter supersedes and replaces all prior charters and other terms of reference pertaining to the Committee.

SCHEDULE "B"
AMENDED AND RESTATED STOCK OPTION PLAN
OF
SKYCHAIN TECHNOLOGIES INC.
(the "Company")
AS OF OCTOBER 6, 2024

1. INTERPRETATION

1.1 Definitions.

For the purposes of this Plan, the following terms have the respective meanings set forth below:

- (a) **"Affiliate"** has the meaning given to that term in the TSXV Policies;
- (b) **"Associate"** has the meaning given to that term in the TSXV Policies;
- (c) **"Board"** means the board of directors of the Company or any committee of the board of directors duly empowered or authorized to administer this Plan;
- (d) **"Change of Control"** means the acquisition by any Person or by any Person and all Joint Actors, whether directly or indirectly, of voting securities (as defined in the Securities Act) of the Company, which, when added to all other voting securities of the Company at the time held by such Person or by such Person and a Joint Actor, totals for the first time not less than fifty percent (50%) of the outstanding voting securities of the Company or the votes attached to those securities are sufficient, if exercised, to elect a majority of the Board;
- (e) **"Common Shares"** means the common shares in the capital of the Company as constituted on the Grant Date, provided that, in the event of any adjustment pursuant to Section 4.9, "Common Shares" will thereafter mean the shares or other securities or other property resulting from the events giving rise to the adjustment;
- (f) **"Company"** means Skychain Technologies Inc. and includes, unless the context otherwise requires, all of its subsidiaries or Affiliates and successors according to law;
- (g) **"Consultant"** has the meaning given to that term in the TSXV Policies, and includes a Consultant Company;
- (h) **"Consultant Company"** means for an individual consultant, a company or partnership of which the individual is an employee, shareholder or partner;
- (i) **"Director"** has the meaning given to that term in the TSXV Policies;
- (j) **"Disability"** means any disability with respect to an Optionee which the Board in its sole and unfettered discretion, considers likely to prevent permanently the Optionee from:

- (i) being employed or engaged by the Company, its subsidiaries or another employer, in a position the same as or similar to that in which he was last employed or engaged by the Company or its subsidiaries, or
 - (ii) acting as a Director or Officer,
- and “Date of Disability” means the effective date of the Disability as determined by the Board in its sole and unfettered discretion;
- (k) “**Discounted Market Price**” has the meaning given to that term in the TSXV Policies;
 - (l) “**Distribution**” has the same meaning given to that term in the TSXV Policies;
 - (m) “**Eligible Person**” means, from, time to time, any bona fide Director, Employee, Management Company Employee or Consultant of the Company or an Affiliate of the Company and a company wholly owned by individuals eligible to be granted Options;
 - (n) “**Employee**” has the same meaning given to that term in the TSXV Policies;
 - (o) “**Exercise Price**” means the amount payable per Common Share on the exercise of an Option, as determined in accordance with the terms of this Plan;
 - (p) “**Expiry Date**” means 5:00 p.m. (Vancouver time) on the day on which an Option expires as specified in the Option Agreement for such Option or in accordance with the terms of this Plan, as amended from time to time;
 - (q) “**Grant Date**” for an Option means the date of grant of the Option by the Board, whether or not the grant is subject to any Regulatory Approval;
 - (r) “**Insider**” means:
 - (i) an insider as defined in the TSXV Policies or as defined in securities legislation applicable to the Company, and
 - (ii) an Associate of any Person who is an Insider by virtue of Section 1.1(r)(i) above;
 - (s) “**Investor Relations Activities**” has the same meaning given to that term in the TSXV Policies;
 - (t) “**Investor Relations Service Provider**” includes any Consultant that performs Investor Relations Activities and any Director, Officer, Employee or Management Company Employee whose role and duties primarily consist of Investor Relations Activities;
 - (u) “**Joint Actor**” means a person acting “jointly or in concert with” another person as that phrase is interpreted in Multilateral Instrument 62-104 – *Take-Over Bids and Issuer Bids*;
 - (v) “**Management Company Employee**” has the same meaning given to that term in the TSXV Policies;
 - (w) “**Notice of Exercise**” means a written notice in substantially the form attached as Exhibit A1 to Appendix A to this Agreement or as Exhibit B1 to Appendix B to this Agreement, as applicable;

- (x) “**Option**” means the right to purchase Common Shares granted under this Plan to an Eligible Person;
- (y) “**Option Agreement**” means the stock option agreement between the Company and an Eligible Person whereby the Company provides notice of grant of an Option to such Eligible Person substantially in the form of Appendix A to this Agreement for Eligible Persons not engaged in Investor Relations Activities and substantially in the form of Appendix B to this Agreement for Eligible Persons who are Investor Relations Service Providers;
- (z) “**Option Shares**” means Common Shares that may be issued to an Eligible Person upon the exercise of an Option;
- (aa) “**Optionee**” means an Eligible Person who has been granted an Option under this Plan, and their heirs, executors and administrators;
- (bb) “**Person**” means a corporation or an individual;
- (cc) “**Plan**” means this Stock Option Plan, as may be amended and/or restated from time to time;
- (dd) “**Plan Shares**” means the total number of Common Shares which may be reserved for issuance as Option Shares under this Plan as provided in Section 3.3;
- (ee) “**Regulatory Approval**” means the approval of the TSXV and any other securities regulatory authority that may have lawful jurisdiction over this Plan and any Options granted under this Plan, as may be required;
- (ff) “**Resulting Issuer**” has the meaning given to that term in the TSXV Policies;
- (gg) “**Security Based Compensation**” includes any Deferred Share Unit, Performance Share Unit, Restricted Share Unit, Securities for Services, Stock Appreciation Right, Stock Option, Stock Option Plan, any security purchase from treasury by a Participant which is financially assisted by the Issuer by any means whatsoever, and any other compensation or incentive mechanism involving the issuance or potential issuance of securities of the Issuer from treasury to a Participant, including securities issued under Part 6 of TSXV Policy 4.4, and for greater certainty, does not include:
 - (i) arrangements which do not involve the issuance from treasury or potential issuance from treasury of securities of the Issuer;
 - (ii) arrangements under which Security Based Compensation is settled solely in cash and/or securities purchased on the secondary market; and
 - (iii) Shares for Services and Shares for Debt arrangements under TSXV Policy 4.3 – *Shares for Debt* that have been conditionally accepted by has the meaning set out in the policies of the TSXV; the TSXV prior to November 24, 2021,and all capitalized terms used in the foregoing definition of “Security Based Compensation” have the meanings set out in the policies of the TSXV;
- (hh) “**Security Based Compensation Plan**” has the meaning given to that term in TSXV Policy 4.4;

- (ii) “**Securities Act**” means the *Securities Act*, R.S.B.C. 1996, c.418, together with the rules and regulations promulgated thereunder, as may be amended from time to time;
 - (jj) “**Share Compensation Arrangement**” means any Option under this Plan but also includes any other stock option, stock option plan, employee stock purchase plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Common Shares, including a share purchase from treasury which is financially assisted by the Company by way of a loan, guarantee or otherwise;
 - (kk) “**TSXV**” means the TSX Venture Exchange and any successor thereto;
 - (ll) “**TSXV Policies**” means the policies and rules of the TSXV, as amended from time to time; and
 - (mm) “**TSXV Policy 4.4**” means the TSXV's Policy 4.4 – *Security Based Compensation*.
- 1.2 **Currency.** Unless otherwise indicated, all dollar amounts referred to in this Plan are in Canadian funds.
- 1.3 **Gender.** As used in this Plan and any Appendices to this Plan, words importing the masculine gender will include the feminine and neuter genders and words importing the singular will include the plural and vice versa, unless the context otherwise requires.
- 1.4 **Interpretation.** This Plan will be governed by and construed in accordance with the laws of the Province of British Columbia without giving effect to any choice or conflict of law provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

2. PURPOSE

The purpose of this Plan is to attract, retain and motivate Persons as Directors, Officers, key Employees and Consultants advance the interests of the Company by encouraging equity participation in the Company through the acquisition of Common Shares. It is the intention of the Company that, if and so long as the Common Shares are listed on the TSXV, at the discretion of the Board, this Plan will at all times be in compliance with the TSXV Policies and unless the Board determines otherwise, any inconsistencies between this Plan and the TSXV Policies whether due to inadvertence or changes in TSXV Policies will be resolved in favour of the TSXV Policies.

3. STOCK OPTION PLAN

- 3.1 **Establishment of Plan.** This Plan is established to recognize contributions made by Eligible Persons and to create an incentive for their continuing assistance to the Company and its Affiliates.
- 3.2 **Administration.** This Plan will be administered by the Board or any committee established by the Board for the purposes of administering this Plan under Section 3.2(c) below. Subject to the provisions of this Plan, the Board has the power and authority to:
- (a) determine the Eligible Persons to whom Options are granted, to grant such Options, and to determine any terms and conditions, limitations and restrictions in respect of any particular Option grant, including but not limited to the nature and duration of the restrictions, if any, to be imposed upon the acquisition, sale or other disposition of Common Shares acquired upon exercise of the Option, and the nature of the events and the duration of the period, if any, in which any Optionee's rights in respect of an Option or Common Shares acquired upon exercise of an Option may be forfeited;

- (b) interpret the terms of this Plan, to make all such determinations and take all such other actions in connection with the implementation, operation and administration of this Plan, and to adopt, amend and rescind such administrative guidelines and other rules and regulations relating to this Plan as it deems advisable, including without limitation for the purpose of ensuring compliance with Section 3.8 of this Plan;
- (c) delegate all or such portion of its powers under this Plan as it may determine to one or more committees of the Board, either indefinitely or for such period of time as it may specify, and thereafter each such committee may exercise the powers and discharge the duties of the Board in respect of this Plan so delegated to the same extent as the Board is authorized by this Plan so to do; and
- (d) make all other determinations and take all other actions in connection with the implementation and administration of this Plan including without limitation for the purpose of ensuring compliance with all applicable laws as it may deem necessary or advisable.

The Board's interpretations, determinations, guidelines, rules and regulations will be conclusive and binding upon the Company, Eligible Persons, Optionees and all other Persons.

- 3.3 **Maximum Number of Plan Shares.** Subject to adjustment as provided in this Plan, the maximum total number of Plan Shares that are issuable under this Plan and under any and all of the Company's other Security Based Compensation will not exceed 10% of the total number of issued Common Shares (calculated on a non-diluted basis) on the Grant Date or the date of issuance of any Security Based Compensation under any such other Security Based Compensation Plan(s). For greater certainty, if an Option is surrendered, terminated or expires without being exercised, the Option Shares reserved for issuance pursuant to such Option will be available for issuance upon exercise of Options subsequently granted under this Plan.
- 3.4 **Eligibility.** Options to purchase Common Shares may be granted to Eligible Persons from time to time by the Board. If and when the Common Shares are listed on the TSXV, Eligible Persons that are corporate entities will be required to agree in writing not to effect or permit any transfer of ownership or option of any of its shares, nor issue more of its shares to any other individual or entity as long as such Options remain outstanding, unless the written permission of the TSXV and the Company is obtained. Both the Company and the Eligible Persons must ensure that Eligible Persons who are granted Options will be bona fide Directors, Employees or Consultants of the Company or a subsidiary of the Company at the time of grant of such Options, and the Option Agreement between the Company and an Optionee will contain representations to that effect given by both the Company and the Optionee.
- 3.5 **Options Granted Under the Plan.** All Options granted under this Plan will be evidenced by an Option Agreement in substantially the form attached to this Plan as Appendix A (or such other form determined by the Board) in the case of Optionees not engaged in Investor Relations Activities or Appendix B (or such other form determined by the Board) in the case of Optionees who are Investor Relations Service Providers, as applicable, showing the number of Option Shares, the term of the Option, a reference to vesting terms, if any, and the Exercise Price.
- 3.6 **Terms Incorporated.** Subject to specific variations approved by the Board, all terms and conditions set out in this Plan will be deemed to be incorporated into and form part of an Option Agreement entered into by the Company and an Optionee. In the event of any discrepancy between this Plan and an Option Agreement, the provisions of this Plan will govern.
- 3.7 **Limitations on Option Grants.** If the Common Shares are listed on the TSXV, the following restrictions on the granting of Options are applicable under this Plan:

- (a) The maximum aggregate number of Common Shares that are issuable under this Plan and under any and all of the Company's other Security Based Compensation granted or issued to Insiders (as a group) must not exceed 10% of the total number of issued and outstanding Common Shares at any point in time (unless the Company has obtained the requisite disinterested shareholder approval in accordance with TSXV Policy 4.4).
- (b) The maximum aggregate number of Common Shares that are issuable under this Plan and under any and all of the Company's other Security Based Compensation granted or issued in any 12 month period to Insiders (as a group) must not exceed 10% of the total number of issued and outstanding Common Shares, calculated as at the Grant Date or the date any other Security Based Compensation is granted or issued to any Insider (unless the Company has obtained the requisite disinterested shareholder approval in accordance with TSXV Policy 4.4).
- (c) The maximum aggregate number of Shares that are issuable under this Plan and under any and all of the Company's other Security Based Compensation granted or issued in any 12 month period to any one person (and where permitted under TSXV Policy 4.4, any companies that are wholly owned by such person) must not exceed 5% of the total number of issued and outstanding Shares, calculated as at the date any Security Based Compensation is granted or issued to the person (unless the Issuer has obtained the requisite disinterested shareholder approval in accordance with TSXV Policy 4.4).
- (d) The maximum aggregate number of Common Shares that are issuable under this Plan and under any and all of the Company's other Security Based Compensation granted or issued in any 12 month period to any one Consultant must not exceed 2% of the total number of issued and outstanding Common Shares, calculated as at the date any Security Based Compensation is granted or issued to the Consultant.
- (e) Investor Relations Service Providers may not receive any Security Based Compensation other than Options granted under this Plan.
- (f) In accordance with the TSXV Policies, the maximum aggregate number of Common Shares that are issuable pursuant to all Options granted in any 12 month period to all Investor Relations Service Providers in aggregate must not exceed 2% of the total number of issued and outstanding Common Shares, calculated as at the date any Option is granted to any such Investor Relations Service Provider.

3.8 **Compliance with Laws.** This Plan, the grant and exercise of Options and the Company's obligation to sell and deliver Common Shares upon exercise of Options will be subject to all applicable federal, provincial and foreign laws, rules and regulations, the rules and regulations of any stock exchange(s) on which the Common Shares are listed for trading and to such approvals by any regulatory or governmental agency as may, in the opinion of counsel to the Company, be required. The Company will not be obligated by any provision of this Plan or the grant of any Option under this Plan to issue or sell Common Shares in violation of such laws, rules and regulations or any condition of such approvals. No Option will be granted and no Common Shares issued or sold under this Plan where such grant, issue or sale would require legislation of this Plan or of Common Shares under the securities laws of any foreign jurisdiction and any purported grant of any Option or issue or sale of Common Shares under this Plan in violation of this provision will be void. In addition, the Company will have no obligation to issue any Common Shares pursuant to this Plan unless such Common Shares have been duly listed, upon official notice of issuance, with all stock exchanges on which the Common Shares are listed for trading. Common Shares

issued and sold to Participants upon exercise of their Options may be subject to limitations on sale or resale under applicable securities laws.

- 3.9 **Effective Date.** This Plan will be subject to the required Regulatory Approvals. Any Options granted under this Plan prior to such approvals being given will be conditional upon receipt of such approvals, and no such Options may be exercised unless and until such approvals have been obtained.

4. TERMS AND CONDITIONS OF OPTIONS

- 4.1 **Exercise Price.** The Board will establish the Exercise Price at the time each Option is granted, subject to the following conditions:

- (a) so long as the Common Shares are listed on the TSXV, then the Exercise Price for Options granted under this Plan will not be less than the Discounted Market Price;
- (b) if the Common Shares are not listed, posted and trading on any stock exchange or quoted on any quotation system, then the Exercise Price for the Options granted will be determined by the Board at the time of grant;
- (c) if an Option is granted within 90 days of a Distribution by a prospectus by the Company, the Exercise Price will not be less than the price that is the greater of the Discounted Market Price (as defined in the TSXV Policies) and the per Common Share price paid by public investors for Common Shares acquired under the Distribution by the prospectus, with the 90 day period beginning on the date a final receipt is issued for the prospectus; and
- (d) in all other cases, the Exercise Price will be determined in accordance with the rules and regulations of any applicable regulatory authorities.

The Exercise Price will be subject to adjustment in accordance with the provisions of Section 4.9.

- 4.2 **Term of Option.** The Board will establish the Expiry Date for each Option at the time such Option is granted and shall not be more than ten years after the Grant Date, subject to the operation of Section 4.8.

- 4.3 **Automatic Extension of Term of Option.** The Expiry Date will be automatically extended if the Expiry Date falls:

- (a) within a blackout period during which the Company prohibits Optionees from exercising their Options, provided that:
 - (i) the blackout period has been formally imposed by the Company under its internal trading policies as a result of the bona fide existence of undisclosed Material Information (as defined in the TSXV Policies). For greater certainty, in the absence of the Company formally imposing a blackout period, the Expiry Date of any Options will not be automatically extended in any circumstances;
 - (ii) the blackout period expires upon the general disclosure of the undisclosed Material Information and the Expiry Date of the affected Options is extended to no later than ten (10) business days after the expiry of the blackout period;

- (iii) the automatic extension will not be permitted where the Optionee or the Company is subject to a cease trade order (or similar order under applicable securities laws) in respect of the Company's securities; and
- (iv) the automatic extension is available to all Optionees under the same terms and conditions; or
- (b) on a date which is not a business day, provided that:
 - (i) the Expiry Date is extended to no later than the end of the next business day; and
 - (ii) the automatic extension will not be permitted where the Optionee or the Company is subject to a cease trade order (or similar order under applicable securities laws) in respect of the Company's securities.

4.4 **Hold Period.**

- (a) If required by applicable securities laws, any Option Shares will be subject to a hold period expiring on the date that is four months and a day after the Grant Date, and the certificates representing any Option Shares issued prior to the expiry of such hold period will bear a legend in substantially the following form:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THE SECURITIES REPRESENTED HEREBY MUST NOT TRADE THE SECURITIES BEFORE *[INSERT THE DATE THAT IS FOUR MONTHS AND ONE DAY AFTER THE DATE OF GRANT]*.”

- (b) If an Exchange Hold Period (as such term is defined in Policy 1.1 of the TSXV) is required in connection with the grant of any Option, all such Options and any Option Shares issuable upon exercise of such Options will be subject to a four month and one day hold period commencing on the Grant Date, and the certificates representing any Option Shares issued prior to the expiry of such hold period will bear a legend in substantially the following form:

“WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL *[INSERT THE DATE THAT IS 4 MONTHS AND ONE DAY AFTER THE DATE OF GRANT]*.”

4.5 **Vesting of Options.**

- (a) No Option will be exercisable until it has vested.
- (b) The Board will establish a vesting period or periods at the time each Option is granted to Eligible Persons, provided that Options granted to Eligible Persons who are Investor Relations Service Providers are required to vest in stages over at least 12 months with no

more than 1/4 of the Options vesting no sooner than three months after the Grant Date, no more than another 1/4 of the Options vesting no sooner than six months after the Grant Date, no more than another 1/4 of the Options vesting no sooner than nine months after the Grant Date, and the remainder of the Options vesting no sooner than 12 months after the Grant Date.

- (c) If no vesting schedule is specified at the time of grant and the Optionee is not an Investor Relations Service Provider, the Option will vest immediately, unless otherwise determined by the Board or required by TSXV Policies.

4.6 **Non-Assignable.** All Options will be exercisable only by the Optionee to whom they are granted and all Options and other Security Based Compensation will be non-assignable and non-transferable.

4.7 **Option Amendment.**

- (a) **Exercise Price.** The Board may amend the Exercise Price of any Options provided that, subject to Section 4.1, and if the Common Shares are traded on the TSXV, the Exercise Price of an Option may be amended only if at least six (6) months have elapsed since the later of:
 - (i) the Grant Date;
 - (ii) the date the Common Shares commenced trading on the TSXV; or
 - (iii) the date of the last amendment of the Exercise Price.
- (b) **Term.** The term of an Option cannot be extended so that the effective term of the Option exceeds ten years in total, or such other period as prescribed by the TSXV Policies. If the Common Shares are traded on the TSXV, an Option must be outstanding for at least one year before the Company can extend its term and the TSXV treats any extension of the length of the term of the Option as a grant of a new Option, which must comply with pricing and other requirements of this Plan.
- (c) **TSXV Approval.** If the Common Shares are listed on the TSXV, any proposed amendment to the terms of an Option must be approved by the TSXV prior to the exercise of such Option as amended.
- (d) **Disinterested Shareholder Approval.** If the Common Shares are listed on the TSXV, disinterested shareholder approval in accordance with TSXV Policy 4.4 must be obtained for any proposed reduction in the Exercise Price or any extension of the term of outstanding Options granted to Optionees that are Insiders at the time of the proposed amendment.

4.8 **Termination of Option.** Unless the Board determines otherwise, the Options will terminate in the following circumstances:

- (a) **Termination of Services For Cause.** If an Optionee that is an Employee, a Management Company Employee or a Consultant ceases to be an Eligible Person as a result of termination for cause (as determined by common law), any outstanding Option held by such Optionee on the date of termination will terminate and cease to be exercisable immediately.

- (b) Termination of Services Without Cause. If an Optionee ceases to be an Eligible Person for any reason other than termination for cause, Disability or death, such Optionee's outstanding Option will terminate on the earlier of: (i) 180 days thereafter (30 days if the Optionee was an Investor Relations Service Provider); or (ii) the Expiry Date; or (iii) within a reasonable period as determined by the Board (the "Exercise Period") commencing on the effective date the Optionee ceases to be an Eligible Person (but only to the extent that such Option has vested on or before the date the Optionee ceased to be an Eligible Person), and all rights to purchase Option Shares under such Option will expire as of the last day of such Exercise Period, provided however that the maximum Exercise Period shall be six (6) months, unless the Optionee has entered into a valid employment or consulting agreement that provides for a longer Exercise Period, but in no case shall the Exercise Period be greater than one year unless prior approval of the TSXV has been obtained.
- (c) Death. If the Optionee ceases to be an Eligible Person due to his or her death or, in the case of an Optionee that is a company, the death of the person who provides management or consulting services to the Company or to an Affiliate of the Company, the Optionee's lawful personal representatives, heirs or executors may exercise any Option granted to the Optionee to the extent such Option was exercisable and had vested on the date of death until the earlier of (i) the Expiry Date, and (ii) one year after the date of death of such Optionee.
- (d) Disability. If the Optionee ceases to be an Eligible Person, due to his or her Disability, or, in the case of an Optionee that is a company, the Disability of the person who provides management or consulting services to the Company or to an Affiliate of the Company, the Optionee may exercise any Option granted under this Plan to the extent that such Option was exercisable and had vested on the Date of Disability until the earlier of (i) the Expiry Date, and (ii) the date that is 90 days after the Date of Disability.
- (e) Changes in Status of Eligible Person. If the Optionee ceases to be one type of Eligible Person but concurrently is or becomes one or more other type of Eligible Person, the Option will not terminate but will continue in full force and effect and the Optionee may exercise the Option until the Expiry Date. Where the Optionee ceases to be any type of Eligible Person, the Option will terminate on the applicable date set forth in Sections 4.8(a) to 4.8(d) above. If the Optionee is an Employee, the Option will not be affected by any change of the Optionee's employment where the Optionee continues to be employed by the Company or an Affiliate of the Company.

4.9 Adjustment of the Number of Option Shares. The number of Common Shares subject to an Option will be subject to adjustment in the events and in the manner set forth below:

- (a) Following the date an Option is granted, the Exercise Price for and the number of Option Shares which are subject to an Option will be adjusted, with respect to the then unexercised portion of such Option, in the events and in accordance with the provisions and rules set out in this Section 4.9, with the intent that the rights of Optionees under their Options are, to the extent possible, preserved and maintained notwithstanding the occurrence of such events. Any dispute that arises at any time with respect to any adjustment pursuant to such provisions and rules will be conclusively determined by the Board, and any such determination will be binding on the Company, the Optionees and all other affected parties.
- (b) If there is a change in the outstanding Common Shares by reason of any share consolidation or split, reclassification or other capital reorganization, or a stock dividend, arrangement, amalgamation, merger, combination or exchange of shares, or corporate change or

transaction affecting the Common Shares, the Board will make, as it deems advisable and subject to Regulatory Approval, if required, appropriate substitution or adjustment in:

- (i) the number and kind of shares or other securities or property reserved or to be allotted for issuance pursuant to this Plan;
 - (ii) the number and kind of shares or other securities or property reserved or to be allotted for issuance pursuant to any outstanding unexercised Options, and in the exercise price for such shares or other securities or property; and
 - (iii) the vesting of any Options, including the accelerated vesting thereof, on conditions the Board deems advisable, and if the Company undertakes an arrangement or is amalgamated, merged or combined with another corporation, the Board will make such provision for the protection of the rights of Optionees as it deems advisable.
- (c) If Common Shares are issued to Optionees in lieu of dividends declared by the Company based on their holdings of Security Based Compensation, other than Common Shares that have already been issued, the maximum aggregate number of Common Shares that might possibly be issued under this Plan and any and all of the Company's other Security Based Compensation Plans must be included in calculating the limits set forth in Section 3.7, and the Company will make payment of such dividends in cash if it does not have a sufficient number of Common Shares available under its Security Based Compensation Plans to satisfy its obligations in respect of such dividends or where the issuance of Common Shares in lieu of dividends would result in the Company breaching a limit on grants or issuances contained in its Security Based Compensation Plans.
- (d) If the outstanding Common Shares are changed into or exchanged for a different number of shares or into or for other securities of the Company or securities of another corporation or entity, in a manner other than as specified in Section 4.9(b), then the Board, in its sole discretion, may make such adjustment to the securities to be issued upon any exercise of the Option and the exercise price to be paid for each such security following such event as the Board in its sole and absolute discretion determines to be equitable to give effect to the principle described in Section 4.9(a), and such adjustments will be effective and binding upon the Company and the Optionee for all purposes; provided that such adjustments would not result in the Company breaching a limit on grants or issuances contained in this Plan.
- (e) Any adjustment provided in this Section 4.9, other than in connection with a security consolidation or security split, to Security Based Compensation granted or issued under a Security Based Compensation Plan will be subject to the prior acceptance of the TSXV,
- (f) No adjustment provided in this Section 4.9 will require the Company to issue a fractional share and the total adjustment with respect to each Option will be limited accordingly.
- (g) The grant or existence of an Option will not in any way limit or restrict the right or power of the Company to effect adjustments, reclassifications, reorganizations, arrangements or changes of its capital or business structure, or to amalgamate, merge, consolidate, dissolve or liquidate, or to sell or transfer all or any part of its business or assets.

5. COMMITMENT AND EXERCISE PROCEDURES

- 5.1 **Option Agreement.** Upon grant of an Option under this Plan, an authorized director or officer of the Company will deliver to the Optionee an Option Agreement detailing the terms of such Options

and upon such delivery the Optionee will be subject to this Plan and have the right to purchase the Option Shares at the Exercise Price set out in this Plan subject to the terms and conditions of this Plan and the Option Agreement.

- 5.2 **Manner of Exercise.** An Optionee who wishes to exercise his vested Option, in its entirety or any portion thereof, may do so by delivering:
- (a) a Notice of Exercise to the Company specifying the number of Option Shares being acquired upon exercise of his Option; and
 - (b) cash, a certified cheque or a bank draft payable to the Company for the total Exercise Price for the Option Shares being acquired.
- 5.3 **Subsequent Exercises.** If an Optionee exercises only a portion of the total number of his Options, then the Optionee may, from time to time, subsequently exercise all or part of the remaining vested Options until the Expiry Date.
- 5.4 **Delivery of Certificate and Hold Periods.** As soon as practicable after receipt of the Notice of Exercise described in Section 5.2 and payment in full for the Option Shares being received by the Company, the Company will or will direct its transfer agent to issue a certificate to the Optionee for the appropriate number of Option Shares. Such certificate issued will bear a legend stipulating any resale restrictions required under applicable securities laws and TSXV Policies.
- 5.5 **Withholding.** The Company may withhold from any amount payable to an Optionee, either under this Plan or otherwise, such amount as it reasonably believes is necessary to enable the Company to comply with the applicable requirements of any federal, provincial, local or foreign law, or any administrative policy of any applicable tax authority, relating to the withholding of tax or any other required deductions with respect to Options (“**Withholding Obligations**”). The Company may also satisfy any liability for any such Withholding Obligations, on such terms and conditions as the Company may determine in its discretion, by:
- (a) requiring an Optionee, as a condition to the exercise of any Options, to make such arrangements as the Company may require so that the Company can satisfy such Withholding Obligations including, without limitation, requiring the Optionee to remit to the Company in advance, or reimburse the Company for, any such Withholding Obligations; or
 - (b) selling on the Optionee’s behalf, or requiring the Optionee to sell, any Option Shares acquired by the Optionee under this Plan, or retaining any amount which would otherwise be payable to the Optionee in connection with any such sale.

6. **ACCELERATION OF UNVESTED OPTIONS AND EXPIRY DATE**

- 6.1 **Effect of Change of Control.** If a Change of Control occurs, then all outstanding Options will become fully vested, whereupon such Options may be exercised in whole or in part by the Optionees, subject to the approval of the TSXV, if necessary.
- 6.2 **Effect of Take-Over Bid.** If a bona fide offer (an “**Offer**”) for Common Shares is made to the Optionee or to shareholders of the Company generally or to a class of shareholders which includes the Optionee, which Offer, if accepted in whole or in part, would result in the offeror becoming a control person of the Company, within the meaning of Subsection 1(1) of the *Securities Act*, the Company shall, immediately upon receipt of notice of the Offer, notify each Optionee of full particulars of the Offer, whereupon (subject to the approval of the TSXV) all Option Shares subject

to such Option will become vested (and for greater certainty, Options held by Investor Relations Service Providers will continue to vest as contemplated under Section 4.5 unless otherwise approved by the TSXV), and the Option may be exercised in whole or in part by the Optionee so as to permit the Optionee to tender the Option Shares received upon such exercise, pursuant to the Offer. However, if:

- (a) the Offer is not completed within the time specified therein; or
- (b) all of the Option Shares tendered by the Optionee pursuant to the Offer are not taken up or paid for by the offeror in respect thereof,

then the Option Shares received upon such exercise, or in the case of clause (b) above, the Option Shares that are not taken up and paid for, may be returned by the Optionee to the Company and reinstated as authorized but unissued Shares and with respect to such returned Option Shares, the Option shall be reinstated as if it had not been exercised and the terms upon which such Option Shares were to become vested pursuant to Section 4.5 shall be reinstated. If any Option Shares are returned to the Company under this Section 6.3, the Company shall immediately refund the purchase price to the Optionee for such Option Shares.

- 6.3 **Acceleration of Expiry Date.** If at any time when an Option granted under this Plan remains unexercised with respect to any Option Shares, an Offer is made by an offeror, the Board may, upon notifying each Optionee of full particulars of the Offer, declare all Option Shares issuable upon the exercise of Options granted under this Plan, vested, and declare that the Expiry Date for the exercise of all unexercised Options granted under this Plan is accelerated so that all Options will either be exercised or will expire prior to the date upon which Common Shares must be tendered pursuant to the Offer (subject to the approval of the TSXV). The Board will give each Optionee as much notice as possible of the acceleration of the Options under this section, except that not less than 5 business days' notice is required and more than 30 days' notice is not required.

7. AMENDMENTS

- 7.1 **Amendment of the Plan.** The Board may from time to time, subject to applicable law and to the prior approval, if required, of the shareholders, the TSXV or any other stock exchange or regulatory body having authority over the Company or this Plan, amend, suspend, modify or terminate this Plan, or revoke or alter any action taken in connection with this Plan. If this Plan is suspended or terminated, the provisions of this Plan and any administrative guidelines, rules and regulations relating to this Plan will continue in effect for the duration of such time as any Option remains outstanding.
- 7.2 **Amendment of Outstanding Options.** The Board may amend any Option with the consent of the affected Optionee and the approval of the TSXV, if required, including any shareholder approval required by the TSXV. For greater certainty, disinterested shareholder approval is required by the TSXV for any reduction in the Exercise Price of an Option or the extension of the term of the Option if the Optionee is an Insider at the time of the proposed amendment.
- 7.3 **Amendment Subject to Approvals.** If the amendment of an Option requires the approval of the Company's shareholders, subject to the TSXV Policies, such amendment may be made prior to such approvals being given, but no such amended Options may be exercised unless and until all such approvals are obtained.

8. GENERAL

- 8.1 **Exclusion from Severance Allowance.** Retirement Allowance or Termination Settlement. If the Optionee retires, resigns or is terminated from employment or engagement with the Company or any subsidiary of the Company, the loss or limitation, if any, pursuant to the Option Agreement with respect to the right to purchase Option Shares, will not give rise to any right to damages and will not be included in the calculation of nor form any part of any severance allowance, retiring allowance or termination settlement of any kind whatsoever in respect of such Optionee.
- 8.2 **Employment and Services.** Nothing contained in this Plan will confer upon or imply in favour of any Optionee any right with respect to office, employment or provision of services with the Company, or interfere in any way with the right of the Company to lawfully terminate the Optionee's office, employment or service at any time pursuant to the arrangements pertaining to the Optionee. Participation in this Plan by an Optionee is voluntary.
- 8.3 **No Rights as Shareholder.** Nothing contained in this Plan nor in any Option granted under this Plan will be deemed to give any Optionee any interest or title in or to any Common Shares of the Company or any rights as a shareholder of the Company or any other legal or equitable right against the Company whatsoever other than as set forth in this Plan and pursuant to the exercise of any Option in accordance with the provisions of this Plan and the Option Agreement.
- 8.4 **No Representation or Warranty.** The Company makes no representation or warranty as to the future market value of Option Shares issued in accordance with the provisions of this Plan or to the effect of the *Income Tax Act* (Canada) or any other taxing statute governing the Options or the Option Shares issuable thereunder or the tax consequences to a Optionee. Compliance with applicable securities laws as to the disclosure and resale obligations of each Optionee is the responsibility of such Optionee and not the Company.
- 8.5 **Other Arrangements.** Nothing contained in this Plan will prevent the Board from adopting other or additional compensation arrangements, subject to any required approval.
- 8.6 **No Fettering of Discretion.** The awarding of Options under this Plan is a matter to be determined solely in the discretion of the Board. This Plan will not in any way fetter, limit, obligate, restrict or constrain the Board with regard to the allotment or issue of any Common Shares or any other securities in the capital of the Company or any of its Affiliates other than as specifically provided for in this Plan.

APPENDIX A

STOCK OPTION AGREEMENT (NON-INVESTOR RELATIONS)

THIS STOCK OPTION AGREEMENT (this “Agreement”) is made as of the ____ day of _____, 20__.

BETWEEN:

SKYCHAIN TECHNOLOGIES INC., a company having an address at 407 –
1112 West Pender Street, Vancouver, BC V6E 2S1

(the “Company”)

AND:

◆, of ◆

(the “Optionee”)

WHEREAS:

- A. The Company’s board of directors (the “**Board**”) has approved and adopted an amended and restated stock option plan (the “**Plan**”) dated for reference ◆, 20__, as may be amended or restated from time to time, whereby the Board is authorized to grant Options (as defined in this Agreement) to Eligible Persons to acquire up to a maximum of 10% of the number of issued and outstanding common shares in the capital stock of the Company at the time of grant;
- B. The Optionee provides services to the Company as a ◆ [director/officer/employee/consultant] of the Company (the “**Services**”); and
- C. The Company wishes to grant the Options to the Optionee as an incentive for the continued provision of the Services.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of other good and valuable consideration (the receipt and sufficiency of which is acknowledged), it is agreed by the Company and the Optionee (together, the “**Parties**”) as follows:

1. In this Agreement, the following terms will have the following meanings:
 - (a) “**Exercise Payment**” means the amount of money equal to the Exercise Price multiplied by the number of Option Shares specified in the Notice of Exercise;
 - (b) “**Exercise Price**” means ◆ per Option Share;
 - (c) “**Expiry Date**” means the date which is ◆ years after the effective date of this Agreement;
 - (d) “**Notice of Exercise**” means a notice in writing addressed to the Company at its address first recited (or such other address of the Company as may from time to time be notified to the Optionee in writing), substantially in the form attached as Exhibit A1 to this

Agreement, which notice will specify the number of Option Shares in respect of which the Options are being exercised;

- (e) “**Options**” means the irrevocable right and option to purchase, from time to time, all, or any part of the Option Shares granted to the Optionee by the Company under Section 3 of this Agreement and the terms of the Plan;
 - (f) “**Option Shares**” means the Shares subject to the Options;
 - (g) “**Personal Information**” means any information about the Optionee contained in this Agreement or as required to be disclosed about the Optionee by the Company to the TSXV or any securities regulatory authority for any purpose, including those purposes set out in Exhibit A2 attached to this Agreement.
 - (h) “**Securities**” means, collectively, the Options and the Option Shares;
 - (i) “**Shareholders**” means holders of record of the Shares; and
 - (j) “**Shares**” means common shares in the capital of the Company.
2. All capitalized terms used but not otherwise defined in this Agreement will have the meaning given to such terms in the Plan.
 3. The Company grants to the Optionee, subject to the terms and conditions of the Plan and as set forth in this Agreement, Options to purchase a total of ♦ Option Shares at the Exercise Price.
 4. Unless accelerated at the discretion of the Board within the rules and regulations of any applicable regulatory authorities, the Options will vest as follows ♦ **[revise as applicable]**:
 - (a) ♦ **[provide]** on the Date of Grant;
 - (b) ♦ **[provide]** on the first anniversary of the Date of Grant; and
 - (c) ♦ **[provide]** on the second anniversary of the Date of Grant.
 5. The Options will, at 5:00 p.m. (Vancouver time) on the Expiry Date, expire and be of no further force or effect whatsoever.
 6. Subject to the provisions of the Plan and this Agreement, the Options will be exercisable in whole or in part (at any time and from time to time as aforesaid) by the Optionee or his personal representative giving a Notice of Exercise together with the Exercise Payment by cash, certified cheque or bank draft, made payable to the Company.
 7. Upon the exercise of all or any part of the Options and upon receipt by the Company of Notice of Exercise and the Exercise Payment, the Company will cause to be delivered to the Optionee or his or her personal representative, within ten (10) days following receipt by the Company of the later of: (i) Notice of Exercise and (ii) the Exercise Payment, a certificate in the name of the Optionee or his or her personal representative representing, in total, the number of Option Shares specified in the Notice of Exercise.
 8. Nothing in this Agreement will obligate the Optionee to purchase any Option Shares except those Option Shares in respect of which the Optionee will have exercised the Options in the manner provided in this Agreement.

9. The Company agrees that prior to the earlier of the expiration of the Options and the exercise and purchase of the total number of Option Shares represented by the Options, there will be reserved for issuance and delivery upon exercise of the Options such number of the Company's authorized and unissued Shares as will be necessary to satisfy the terms and conditions of this Agreement.
10. The Optionee acknowledges, represents and warrants to the Company that:
 - (a) the Company has advised the Optionee that the Company is relying on an exemption from the requirements to provide the Optionee with a prospectus under applicable securities legislation and, as a consequence of acquiring the Securities under this exemption, certain protections, rights and remedies provided by applicable securities legislation, including, in most circumstances, statutory rights of rescission or damages, will not be available to the Optionee; and
 - (b) the Optionee is not a U.S. person as such term is defined in Regulation S promulgated under the United States *Securities Act* of 1933.
11. The Optionee agrees with the Company that the Optionee will execute and deliver any documents and instruments and provide any information as may be reasonably requested by the Company, from time to time, to establish the availability of exemptions from prospectus requirements and to comply with any applicable securities legislation and TSXV Policies, including without limitation those provisions of any applicable securities legislation and TSXV Policies relating to escrow requirements.
12. The Optionee represents and warrants to the Company that he or she has been independently advised as to the restrictions on the Optionee's ability to transfer or re-sell the Option Shares and, in particular, that the Option Shares may be subject to a hold period in accordance with applicable securities laws.
13. The Optionee acknowledges and agrees to the Company making a notation on its records or giving instructions to the registrar and transfer agent of the Company in order to implement the restrictions on transfer and resale set forth and described in this Agreement.
14. Unless the Company permits otherwise, the Optionee will pay the Company in cash all local, provincial and federal withholding taxes applicable to the grant or exercise of the Options, or the transfer or other disposition of Shares acquired upon exercise of the Options. Any such payment must be made promptly when the amount of such obligation becomes determinable. In addition to any remedies available to the Company under the Plan to comply with Withholding Obligations, the Company may in its discretion sell on the Optionee's behalf, or require the Optionee to sell, any Shares acquired by the Optionee under the Plan, or retain any amount which would otherwise be payable to the Optionee in connection with any such sale.
15. This Agreement will enure to the benefit of and be binding upon the Company, its successors and assigns, and the Optionee and his or her personal representative, if applicable.
16. Other than in the event of death of the Optionee in which case the Options may be transferred or assigned by will or by the law governing the devolution of property to the Optionee's executor, administrator or other personal representative, this Agreement will not be transferable or assignable by the Optionee or his or her personal representative and the Options may be exercised only by the Optionee or his or her personal representative provided that, subject to the prior approval of the Board and, if necessary, any applicable stock exchange, the Optionee may assign the Options to a company of which all of the voting securities are beneficially owned by the Optionee, which ownership will continue for as long as any portion of the Options remain unexercised.

17. The granting of the Options and the terms and conditions of this Agreement will be subject to Regulatory Approval as required.
18. The Optionee and the Company represent that the Optionee is a Director, Employee or Consultant of the Company or any Affiliate of the Company or of a company of which all of the voting securities are beneficially owned by one or more of the foregoing.
19. The Optionee represents that he or she has not been induced to enter into this Agreement by the expectation of employment or continued employment or retention or continued retention by the Company or any Affiliate of the Company.
20. The Options will terminate in accordance with the Plan.
21. The Optionee acknowledges and consents to the fact that the Company is collecting the Optionees' Personal Information for the purposes set out in Exhibit A2 which may be disclosed by the Company to:
 - (a) the TSXV or securities regulatory authorities;
 - (b) the Company's registrar and transfer agent;
 - (c) Canadian tax authorities; and
 - (d) authorities pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)*.

By executing this Agreement, the Optionee is deemed to be consenting to the foregoing collection, use and disclosure of the Optionee's Personal Information and to the retention of such Personal Information for as long as permitted or required by law or business practice. By executing this Agreement, the Optionee consents to the foregoing collection, use and disclosure of the Optionee's Personal Information. The Optionee also consents to the filing of copies of any documents described in this Agreement as may be required to be filed with the TSXV or any securities regulatory authority in connection with the grant of the Options. An officer of the Company is available to answer questions about the collection of personal information by the Company.

22. Neither this Agreement nor the Plan confers on the Optionee the right to continue in the employment of or association with the Company or any Affiliate of the Company, nor do they interfere in any way with the right of the Optionee or the Company or any Affiliate of the Company to terminate the Optionee's employment at any time.
23. Reference is made to the Plan for particulars of the rights and obligations of the Optionee and the Company in respect of the terms and conditions on which the Options are granted, all to the same effect as if the provisions of the Plan were set out in this Agreement and to all of which the Optionee assents.
24. The Optionee confirms that he or she has received a copy of the Plan and acknowledges the terms and conditions set out therein.
25. Time is of the essence of this Agreement.
26. The terms of the Options are subject to the provisions of the Plan, as the same may from time to time be amended, and any inconsistencies between this Agreement and the Plan, as the same may be from time to time amended, will be governed by the provisions of the Plan.

27. If at any time during the term of this Agreement the Parties deem it necessary or expedient to make any alteration or addition to this Agreement, they may do so by means of a written agreement between them which will be supplemental to and form part of this Agreement and which will be subject to Regulatory Approval if required.
28. Wherever the plural or masculine are used throughout this Agreement, the same will be construed as meaning singular or feminine or neuter or the body politic or corporate where the context requires.
29. This Agreement may be executed in several parts in the same form and such parts as so executed will together constitute one original agreement, and such parts, if more than one, will be read together and construed as if each of the Parties had executed one copy of this Agreement.
30. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date first above written.

[remainder of this page intentionally left blank.]

31. This Agreement will be exclusively governed by and construed in accordance with the laws of the Province of British Columbia without giving effect to any choice or conflict of law provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction, and will bind and inure to the benefit of the Parties and their respective successors and assigns.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first set forth above.

SKYCHAIN TECHNOLOGIES INC.

Per: _____
Authorized Signatory

◆ [If the optionee is an individual use this signature block]

WITNESSED BY:)	
)	
_____)	
Name)	
_____)	
Address)	
_____)	_____
)	◆
_____)	
Occupation)	

◆ [or if a company is the optionee, the following:]

◆

Per: _____
Authorized Signatory

EXHIBIT A1

TO: Skychain Technologies Inc. (the “Company”)
407 – 1112 West Pender Street, Vancouver, BC V6E 2S1

NOTICE OF EXERCISE

This Notice of Exercise will constitute notice pursuant to Section 6 of the Stock Option Agreement (the “Agreement”) dated as of the ____ day of _____, 20____, between the Company and the undersigned (the “Optionee”).

The Optionee elects to exercise the Optionee’s option to purchase _____ common shares of the Company at a price of \$_____ per share, for total consideration of \$_____, on the terms and conditions set forth in the Agreement and the Company's stock option plan. Such total consideration, in the form specified in Section 6 of the Agreement, accompanies this Notice of Exercise. The undersigned reconfirms the representations and warranties set out in the Agreement as of the date of this Notice of Exercise.

The Optionee directs the Company to issue, register and deliver the certificates representing the shares as follows:

Registration Information:	Delivery Instructions:
_____ Name to appear on certificates	_____ Name
_____ Address	_____ Address
_____ Address	_____ Address
_____ Telephone Number	_____ Telephone Number

DATED at _____, the ____ day of _____, 20____.

Name of Optionee (Please type or print)

Signature of Optionee or Authorized Signatory

Name and Office of Authorized Signatory

Address of Optionee

Address of Optionee

Telephone Number



EXHIBIT A2

ACKNOWLEDGEMENT – PERSONAL INFORMATION

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.

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.

APPENDIX B

STOCK OPTION AGREEMENT (INVESTOR RELATIONS)

THIS STOCK OPTION AGREEMENT (this “Agreement”) is made as of the ____ day of _____, 20__.

BETWEEN:

SKYCHAIN TECHNOLOGIES INC., a company having an address at 407 –
1112 West Pender Street, Vancouver, BC V6E 2S1

(the “Company”)

AND:

◆, of ◆

(the “Optionee”)

WHEREAS:

- A. The Company’s board of directors (the “**Board**”) has approved and adopted an amended and restated stock option plan (the “**Plan**”) dated for reference ◆, 20__, as may be amended or restated from time to time, whereby the Board is authorized to grant Options (as defined in this Agreement) to Eligible Persons to acquire up to a maximum of 10% of the number of issued and outstanding common shares in the capital stock of the Company at the time of grant;
- B. The Optionee provides investor relations services to the Company as a consultant (the “**Services**”); and
- C. The Company wishes to grant the Options to the Optionee as an incentive for the continued provision of the Services;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of other good and valuable consideration (the receipt and sufficiency of which is acknowledged), it is agreed by the Company and the Optionee (together, the “**Parties**”) as follows:

- 1. In this Agreement, the following terms will have the following meanings:
 - (a) “**Date of Grant**” means the date of this Agreement;
 - (b) “**Exercise Payment**” means the amount of money equal to the Exercise Price multiplied by the number of Option Shares specified in the Notice of Exercise;
 - (c) “**Exercise Price**” means ◆ per Option Share;
 - (d) “**Expiry Date**” means the date which is ◆ years after the Date of Grant;
 - (e) “**Notice of Exercise**” means a notice in writing addressed to the Company at its address first recited (or such other address of the Company as may from time to time be notified to

the Optionee in writing), substantially in the form attached as Exhibit B1 to this Agreement, which notice will specify the number of Option Shares in respect of which the Options are being exercised;

- (f) “**Options**” means the irrevocable right and option to purchase, from time to time, all, or any part of the Option Shares granted to the Optionee by the Company under Section 3 of this Agreement and the terms of the Plan;
 - (g) “**Option Shares**” means the Shares subject to the Options;
 - (h) “**Personal Information**” means any information about the Optionee contained in this Agreement or as required to be disclosed about the Optionee by the Company to the TSXV or any securities regulatory authority for any purpose, including those purposes set out in Exhibit B2 attached to this Agreement.
 - (i) “**Securities**” means, collectively, the Options and the Option Shares;
 - (j) “**Shareholders**” means holders of record of the Shares; and
 - (k) “**Shares**” means common shares in the capital of the Company.
2. All capitalized terms used but not otherwise defined in this Agreement will have the meaning given to such terms in the Plan.
 3. The Company grants to the Optionee, subject to the terms and conditions of the Plan and as set forth in this Agreement, Options to purchase a total of ♦ Option Shares at the Exercise Price.
 4. The Options will vest as follows ♦ **[TSXV rules require the options to vest in stages over at least 12 months with no more than one quarter of the options vesting in any 3 month period]:**
 - (a) ♦ **[provide]** on the date that is 3 months after the Date of Grant;
 - (b) ♦ **[provide]** on the date that is 6 months after the Date of Grant;
 - (c) ♦ **[provide]** on the date that is 9 months after the Date of Grant; and
 - (d) ♦ **[provide]** on the date that is 12 months after the Date of Grant.
 5. The Options will, at 5:00 p.m. (Vancouver time) on the Expiry Date, expire and be of no further force or effect whatsoever.
 6. Subject to the provisions of the Plan and this Agreement, the Options will be exercisable in whole or in part (at any time and from time to time as aforesaid) by the Optionee or his personal representative giving a Notice of Exercise together with the Exercise Payment by cash or by certified cheque, made payable to the Company.
 7. Upon the exercise of all or any part of the Options and upon receipt by the Company of the Notice of Exercise and the Exercise Payment, the Company will cause to be delivered to the Optionee or his or her personal representative, within ten (10) days following receipt by the Company of the later of (i) the Notice of Exercise, and (ii) the Exercise Payment, a certificate in the name of the Optionee or his or her personal representative representing, in total, the number of Option Shares specified in the Notice of Exercise.

8. Nothing in this Agreement will obligate the Optionee to purchase any Option Shares except those Option Shares in respect of which the Optionee will have exercised the Options in the manner provided in this Agreement.
9. The Company agrees that prior to the earlier of the expiration of the Options and the exercise and purchase of the total number of Option Shares represented by the Options, there will be reserved for issuance and delivery upon exercise of the Options such number of the Company's authorized and unissued Shares as will be necessary to satisfy the terms and conditions of this Agreement.
10. The Optionee acknowledges, represents and warrants to the Company that:
 - (a) the Company has advised the Optionee that the Company is relying on an exemption from the requirements to provide the Optionee with a prospectus under applicable securities legislation and, as a consequence of acquiring the Securities under this exemption, certain protections, rights and remedies provided by applicable securities legislation, including, in most circumstances, statutory rights of rescission or damages, will not be available to the Optionee; and
 - (b) the Optionee is not a U.S. person as such term is defined in Regulation S promulgated under the United States *Securities Act* of 1933.
11. The Optionee agrees with the Company that the Optionee will execute and deliver any documents and instruments and provide any information as may be reasonably requested by the Company, from time to time, to establish the availability of exemptions from prospectus requirements and to comply with any applicable securities legislation and TSXV Policies, including without limitation those provisions of any applicable securities legislation and TSXV Policies relating to escrow requirements.
12. The Optionee represents and warrants to the Company that he or she has been independently advised as to the restrictions on the Optionee's ability to transfer or re-sell the Option Shares and, in particular, that the Option Shares may be subject to a hold period in accordance with applicable securities laws.
13. The Optionee acknowledges and agrees to the Company making a notation on its records or giving instructions to the registrar and transfer agent of the Company in order to implement the restrictions on transfer and resale set forth and described in this Agreement.
14. Unless the Company permits otherwise, the Optionee will pay the Company in cash all local, provincial and federal withholding taxes applicable to the grant or exercise of the Options, or the transfer or other disposition of Shares acquired upon exercise of the Options. Any such payment must be made promptly when the amount of such obligation becomes determinable. In addition to any remedies available to the Company under the Plan to comply with Withholding Obligations, the Company may in its discretion sell on the Optionee's behalf, or require the Optionee to sell, any Shares acquired by the Optionee under the Plan, or retain any amount which would otherwise be payable to the Optionee in connection with any such sale.
15. This Agreement will enure to the benefit of and be binding upon the Company, its successors and assigns, and the Optionee and his or her personal representative, if applicable.
16. Other than in the event of death of the Optionee in which case the Options may be transferred or assigned by will or by the law governing the devolution of property to the Optionee's executor, administrator or other personal representative, this Agreement will not be transferable or assignable by the Optionee or his or her personal representative and the Options may be exercised only by the

Optionee or his or her personal representative provided that, subject to the prior approval of the Board and, if necessary, any applicable stock exchange, the Optionee may assign the Options to a company of which all of the voting securities are beneficially owned by the Optionee, which ownership will continue for as long as any portion of the Options remain unexercised.

17. The granting of the Options and the terms and conditions of this Agreement will be subject to Regulatory Approval as required.
18. The Optionee and the Company represent that the Optionee is a Director, Employee or Consultant of the Company or any Affiliate of the Company or of a company of which all of the voting securities are beneficially owned by one or more of the foregoing.
19. The Optionee represents that he or she has not been induced to enter into this Agreement by the expectation of employment or continued employment or retention or continued retention by the Company or any Affiliate of the Company.
20. The Options will terminate in accordance with the Plan.
21. The Optionee acknowledges and consents to the fact that the Company is collecting the Optionees' Personal Information for the purposes set out in Exhibit B2 which may be disclosed by the Company to:
 - (a) the TSXV or securities regulatory authorities;
 - (b) the Company's registrar and transfer agent;
 - (c) Canadian tax authorities; and
 - (d) authorities pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)*.

By executing this Agreement, the Optionee is deemed to be consenting to the foregoing collection, use and disclosure of the Optionee's Personal Information and to the retention of such Personal Information for as long as permitted or required by law or business practice. By executing this Agreement, the Optionee consents to the foregoing collection, use and disclosure of the Optionee's Personal Information. The Optionee also consents to the filing of copies of any documents described in this Agreement as may be required to be filed with the TSXV or any securities regulatory authority in connection with the grant of the Options. An officer of the Company is available to answer questions about the collection of personal information by the Company.

22. Neither this Agreement nor the Plan confers on the Optionee the right to continue in the employment of or association with the Company or any Affiliate of the Company, nor do they interfere in any way with the right of the Optionee or the Company or any Affiliate of the Company to terminate the Optionee's employment at any time.
23. Reference is made to the Plan for particulars of the rights and obligations of the Optionee and the Company in respect of the terms and conditions on which the Options are granted, all to the same effect as if the provisions of the Plan were set out in this Agreement and to all of which the Optionee assents.

24. The Optionee confirms that he or she has received a copy of the Plan and acknowledges the terms and conditions set out therein.
25. Time is of the essence of this Agreement.
26. The terms of the Options are subject to the provisions of the Plan, as the same may from time to time be amended, and any inconsistencies between this Agreement and the Plan, as the same may be from time to time amended, will be governed by the provisions of the Plan.
27. If at any time during the term of this Agreement the Parties deem it necessary or expedient to make any alteration or addition to this Agreement, they may do so by means of a written agreement between them which will be supplemental to and form part of this Agreement and which will be subject to Regulatory Approval if required.
28. Wherever the plural or masculine are used throughout this Agreement, the same will be construed as meaning singular or feminine or neuter or the body politic or corporate where the context requires.
29. This Agreement may be executed in several parts in the same form and such parts as so executed will together constitute one original agreement, and such parts, if more than one, will be read together and construed as if each of the Parties had executed one copy of this Agreement.
30. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date first above written.

[remainder of this page intentionally left blank.]

31. This Agreement will be exclusively governed by and construed in accordance with the laws of the Province of British Columbia without giving effect to any choice or conflict of law provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction, and will bind and inure to the benefit of the Parties and their respective successors and assigns.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first set forth above.

SKYCHAIN TECHNOLOGIES INC.

Per: _____
Authorized Signatory

◆ [If the optionee is an individual use this signature block]

WITNESSED BY:)	
)	
_____)	
Name)	
_____)	
Address)	
_____)	
)	_____
_____)	◆
Occupation)	

◆ [or if a company is the optionee, the following:]

◆

Per: _____
Authorized Signatory

EXHIBIT B1

TO: Skychain Technologies Inc. (the "Company")
407 – 1112 West Pender Street, Vancouver, BC V6E 2S1

NOTICE OF EXERCISE

This Notice of Exercise will constitute notice pursuant to Section 6 of the Stock Option Agreement (the "**Agreement**") dated as of the ____ day of _____, 20____, between the Company and the undersigned (the "**Optionee**").

The Optionee elects to exercise the Optionee's option to purchase _____ common shares of the Company at a price of \$_____ per share, for total consideration of \$_____, on the terms and conditions set forth in the Agreement and the Company's stock option plan. Such total consideration, in the form specified in Section 6 of the Agreement, accompanies this notice. The undersigned reconfirms the representations and warranties set out in the Agreement as of the date of this Notice of Exercise.

The Optionee directs the Company to issue, register and deliver the certificates representing the shares as follows:

Registration Information:	Delivery Instructions:
_____ Name to appear on certificates	_____ Name
_____ Address	_____ Address
_____ Address	_____ Address
_____ Telephone Number	_____ Telephone Number

DATED at _____, the ____ day of _____, 20__.

Name of Optionee (Please type or print)

Signature of Optionee or Authorized Signatory

Name and Office of Authorized Signatory

Address of Optionee

Address of Optionee

Telephone Number



EXHIBIT B2

ACKNOWLEDGEMENT – PERSONAL INFORMATION

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, regulatory 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.

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.