

MARTELLO TECHNOLOGIES GROUP INC.
MANAGEMENT INFORMATION CIRCULAR
FOR
THE ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS
TO BE HELD ON SEPTEMBER 20, 2019

DATED: August 20, 2019

MARTELLO TECHNOLOGIES GROUP INC.

**NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS
TO BE HELD ON SEPTEMBER 20, 2019**

NOTICE IS HEREBY GIVEN that the annual and special meeting (the "**Meeting**") of the shareholders of Martello Technologies Group Inc. (the "**Corporation**") will be held at 525 Legget Drive, Kanata, Ontario at 9:00 a.m. Eastern Standard Time, on September 20, 2019 for the following purposes:

1. to receive the financial statements of the Corporation for the fiscal year ended March 31, 2019;
2. to elect directors for the ensuing year;
3. to appoint auditors for the ensuing year and to authorize the directors to fix their remuneration;
4. to approve the Corporation's amended and restated stock option plan;
5. to approve the Corporation's restricted share unit plan; and
6. to transact such other business as may properly be brought before the Meeting.

Registered Shareholders who are unable to attend the Meeting are requested to complete, sign, date and return the enclosed form of proxy in accordance with the instructions set out therein and in the Circular accompanying this Notice of Meeting. A proxy will not be valid unless it is received by Computershare Trust Company of Canada, 8th Floor, 100 University Ave., Toronto, ON M5J 2Y1, not less than 48 hours, excluding Saturdays and holidays, preceding the Meeting or adjournment of the Meeting.

DATED: August 20, 2019

BY ORDER OF THE BOARD OF DIRECTORS

(s) John Proctor

John Proctor, CEO

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FORWARD-LOOKING STATEMENTS

This Management Information Circular (the “**Circular**”) may contain forward-looking information within the meaning of applicable securities laws (“**forward-looking statements**”). Such forward-looking statements, if and when made, include projections or estimates made by the Corporation and its management as to the Corporation’s future business operations. Forward-looking statements include all disclosures regarding possible events, conditions or results of operations that are based on assumptions about future economic conditions and courses of action. Forward-looking statements may also include, without limitation, any statement relating to future events, conditions or circumstances. The Corporation cautions the reader not to place undue reliance upon any such forward-looking statements, which speak only as of the date they are made. Often, but not always, forward-looking statements can be identified by the use of words or phrases such as “plans”, “expects” or “does not expect”, “is expected”, “budget”, “scheduled”, “estimates”, “forecasts”, “intends”, “anticipates”, or “does not anticipate”, “believes”, and similar expressions or state that certain actions, events or results “may”, “could”, “would”, “might”, or “will” be taken, occur or be achieved, and may be based on management’s current assumptions and expectations related to all aspects of the Corporation’s business, industry and the global economy.

Forward-looking statements relate to, among other things, realizing the value of the Corporation’s assets and executing the Corporation’s strategic plan. Forward-looking statements are based on management’s current plans, estimates, projections, beliefs and opinions. Readers are cautioned not to place undue reliance on forward-looking information.

If and when forward-looking information is set out in this Circular, the Corporation will also set out the specific material risk factors or assumptions used to develop the forward-looking information. Additional information identifying risks and uncertainties relating to the Corporation’s business are contained under the heading “Risk Factors” in the Corporation’s Filing Statement and its other filings available on-line at www.sedar.com.

Forward-looking information will be updated as required pursuant to National Instrument 51-102 – *Continuous Disclosure Obligations* (“**NI 51-102**”) and except as required by applicable laws, the Corporation assumes no obligation to update forward-looking statements should circumstances or management’s estimates or opinions change.

GLOSSARY OF TERMS

Unless otherwise indicated, whenever used in this Circular, the following words and terms have the indicated meanings or, if not defined herein, have the meanings set out in TSX Venture Exchange (“**Exchange**”) Policy 1.1 – *Interpretation*. Words importing the singular, where the context requires, include the plural and vice versa and words importing any gender include all genders. All dollar amounts herein are in Canadian dollars, unless otherwise stated.

“**Board**” means the board of directors of the Corporation, as constituted from time to time;

“**CBCA**” means the *Canada Business Corporations Act*, as amended;

“**Circular**” means this management information circular;

“**Common Shares**” means common shares of the Corporation;

“**Corporation**” means Martello Technologies Group Inc.;

“**Exchange**” means the TSX Venture Exchange Inc.;

“**Management**” means the management of the Corporation;

“**Meeting**” means the meeting of shareholders of the Corporation contemplated herein to consider, among other things, the matters set forth herein;

“**NEO**” means named executive officer as that term is defined in NI 51-102F6V;

“**NI 51-102**” means National Instrument 51-102 – *Continuous Disclosure Obligations*;

“**Notice of Meeting**” means the notice of meeting accompanying this Circular;

“**Option Plan**” means the Corporation’s stock option plan, last approved by the shareholders of the Corporation at an annual and special meeting held October 18, 2018;

“**Options**” means an option to acquire Common Shares issued pursuant to the Option Plan;

“**Reverse Acquisition**” means the acquisition of the Corporation by the shareholders of Martello Technologies Corporation, as more fully described in the Corporation’s filing statement dated June 29, 2018, available on SEDAR.

“**Shareholders**” mean shareholders of the Corporation; and

“**Transfer Agent**” means Computershare Trust Company of Canada.

**MARTELLO TECHNOLOGIES GROUP INC.
MANAGEMENT INFORMATION CIRCULAR FOR THE ANNUAL AND SPECIAL
MEETING OF SHAREHOLDERS**

To be held on September 20, 2019

SOLICITATION OF PROXIES

This Management Information Circular (this “Circular”) is furnished in connection with the solicitation by the Management of Martello Technologies Group Inc. (“Martello” or the “Corporation”) of proxies to be used at Martello’s Annual and Special Meeting (the “Meeting”) of shareholders of the Corporation (the “Shareholders”) to be held on September 20, 2019, at 9:00 a.m. EST at 525 Legget Dr, Kanata, ON K2K 2W2, or at any adjournment thereof for the purposes set out in the accompanying notice of meeting (the “Notice of Meeting”). Unless otherwise stated, all information contained in this Circular is presented as at August 16, 2019.

It is expected that the solicitation will be primarily by mail, but proxies may also be solicited personally or by telephone by directors, officers or employees of the Corporation, without special compensation. The cost of solicitation of proxies by Management will be borne by the Corporation.

APPOINTMENT OF PROXYHOLDERS AND REVOCATION OF PROXIES

The person named in the enclosed form of proxy is an officer and/or director of Martello. **A Shareholder desiring to appoint some other person to attend and act on his or her behalf at the Meeting may do so by inserting the name of such person in the blank space provided in the form of proxy or by completing another proper form of proxy and, in either case, delivering the form not less than 48 hours (excluding Saturdays, Sundays and holidays) prior to the time of the Meeting or any adjournment thereof to the offices of Computershare Trust Company of Canada, 8th Floor, 100 University Ave, Toronto, Ontario M5J 2Y1. A person appointed as a proxy need not be a Shareholder of the Corporation.**

A Shareholder executing the enclosed form of proxy has the right to revoke it. A Shareholder who has given a proxy may revoke it by depositing an instrument in writing executed by the Shareholder or by his or her attorney authorized in writing at the registered office of the Corporation at any time up to and including the last business day preceding the day of the Meeting or adjournment thereof or with the chairman of the Meeting on the day of the Meeting or adjournment thereof. A Shareholder may also revoke a proxy in any other manner permitted by law.

ADVICE TO SHAREHOLDERS

The information set forth in this section is of significant importance to many Shareholders of the Corporation, as a substantial number of Shareholders do not hold Common Shares in their own name. Shareholders who do not hold their Common 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 the Corporation as the registered holders of Common Shares can be recognized and acted upon at the Meeting.

Voting in Person at the Meeting

A registered Shareholder whose name has been provided to the Corporation's registrar and transfer agent, Computershare Trust Company of Canada, will appear on a list of Shareholders prepared by the registrar and transfer agent for purposes of the Meeting. To vote in person at the Meeting each registered Shareholder will be required to register for the Meeting by identifying themselves at the registration desk. Beneficial Shareholders must appoint themselves as a proxyholder to vote in person at the Meeting. Please also refer to "Beneficial Shareholders" below.

Voting by Proxy at the Meeting

If a registered Shareholder cannot attend the Meeting but wishes to vote on the resolutions, the registered Shareholder should sign, date and deliver the enclosed form of proxy to the Corporation's registrar and transfer agent, Computershare Trust Company of Canada, 8th Floor, 100 University Avenue, Toronto, Ontario M5J 2Y1 so it is received at least 48 hours (excluding Saturdays, Sundays and holidays) before the time of the Meeting or any adjournment thereof. **The persons named in the enclosed form of proxy are directors and/or officers of the Corporation. A Shareholder giving a proxy can strike out the names of the nominees printed in the accompanying form of proxy and insert the name of another nominee in the space provided, or the Shareholder may complete another form of proxy. A proxy nominee need not be a Shareholder of the Corporation.** A Shareholder giving a proxy has the right to attend the Meeting or appoint someone else to attend as his or her proxy at the Meeting and the proxy submitted earlier can be revoked in the manner described under "Appointment and Revocation of Proxies".

Beneficial Shareholders

If Common Shares are listed in an account statement provided to the Shareholder by a broker, then in almost all cases those Common Shares will more likely be registered under the name of the Shareholder's broker or an agent of that broker. In most cases, Common Shares owned by a Beneficial Shareholder are registered either:

- (a) in the name of an intermediary that the Beneficial Shareholder deals with in respect of the Common Shares. Intermediaries include banks, trust companies, securities dealers or brokers, and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans; or,
- (b) in the name of a depository (such as The Canadian Depository for Securities Limited or "**CDS**").

Beneficial Shareholders do not appear on the list of Shareholders of the Corporation maintained by the transfer agent.

In accordance with Canadian securities law, the Corporation has distributed copies of the Notice of Meeting, this Circular and the form of proxy (collectively, the "**Meeting Materials**") to CDS and intermediaries for onward distribution to Beneficial Shareholders.

Intermediaries are required to forward Meeting Materials to Beneficial Shareholders unless a Beneficial Shareholder has waived the right to receive them. Typically, intermediaries will use a

service company to forward the Meeting Materials to Beneficial Shareholders. Beneficial Shareholders will receive either a voting instruction form or, less frequently, a form of proxy. The purpose of these forms is to permit Beneficial Shareholders to direct the voting of the Common Shares they beneficially own. Beneficial Shareholders should follow the procedures set out below, depending on which type of form they receive.

A. *Voting Instruction Form.* In most cases, a Beneficial Shareholder will receive, as part of the Meeting Materials, a voting instruction form. If the Beneficial Shareholder does not wish to attend and vote at the Meeting in person (or have another person attend and vote on the holder's behalf), the voting instruction form must be completed, signed and returned in accordance with the directions on the form. If a Beneficial Shareholder wishes to attend and vote at the Meeting in person (or have another person attend and vote on the holder's behalf), the Beneficial Shareholder must complete, sign and return the voting instruction form in accordance with the directions provided and a form of proxy giving the right to attend and vote will be forwarded to the Beneficial Shareholder.

Or,

B. *Form of Proxy.* Less frequently, a Beneficial Shareholder will receive, as part of the Meeting Materials, a form of proxy that has already been signed by the intermediary (typically by a facsimile, stamped signature) which is restricted as to the number of shares beneficially owned by the Beneficial Shareholder but which is otherwise uncompleted. If the Beneficial Shareholder does not wish to attend and vote at the Meeting in person (or have another person attend and vote on the holder's behalf), the Beneficial Shareholder must complete the form of proxy and deposit it with the Corporation's registrar and transfer agent, Computershare Trust Company of Canada, 8th Floor, 100 University Avenue, Toronto, Ontario M5J 2Y1, as described above. If a Beneficial Shareholder wishes to attend and vote at the Meeting in person (or have another person attend and vote on the holder's behalf), the Beneficial Shareholder must strike out the names of the persons named in the proxy and insert the Beneficial Shareholder's (or such other person's) name in the blank space provided.

VOTING OF SHARES REPRESENTED BY MANAGEMENT PROXIES

The person named in the enclosed form of proxy will vote or withhold from voting the Common Shares in respect of which he or she is appointed proxy on any ballot that may be called for in accordance with the instructions of the Shareholder appointing them on the applicable proxy. **In absence of such instructions, such shares will be voted IN FAVOUR of each of the resolutions referred to in the proxy.**

The form of proxy accompanying this Circular confers discretionary authority upon the person named in each form of proxy with respect to amendments to or variations of matters identified in the notice of Meeting and with respect to other matters, if any, which may properly come before the Meeting. At the date of this Circular, Management knows of no such amendments, variations or other matters to come before the Meeting. **However, if any other matters which are not known to Management should properly come before the Meeting, the proxy will be voted on such matters in accordance with the best judgment of the named proxy.**

Signing of Proxy

A proxy must be signed by the Shareholder or a duly appointed attorney authorized in writing or, if the Shareholder is a corporation (or other entity), by a duly authorized representative. A proxy signed by a person acting as attorney or in some other representative capacity (including a representative of a corporate shareholder) should clearly indicate that person's capacity and should be accompanied by the appropriate instrument evidencing qualification and authority to act (unless such instrument has been previously filed with the Corporation).

INTEREST OF PERSONS IN THE MATTERS TO BE ACTED UPON AT THE MEETING

The following table sets out the details, as of the date of this Circular, of the current directors and executive officers who beneficially own, directly or indirectly, or exercise control and direction over Common Shares of the Corporation.

Name	Office Held	Number of Common Shares directly or indirectly held	Approximate Percentage of Outstanding Common Shares
Dr. Terence Matthews	Co-Chair, Director	40,172,845	20.85%
Bruce Linton	Co-Chair, Director	3,062,858	1.59%
Niall Gallagher	Director	4,184,231	2.17%
Erin Crowe	Chief Financial Officer	200,000	0.10%
Doug Bellinger	Chief Technology Officer	1,828,573	0.95%

Other than as elsewhere disclosed in this Circular, Management is not aware of any material interest in any matter to be acted upon at the Meeting, direct or indirect, by beneficial ownership or otherwise, of any director or senior officer of the Corporation who has held that position at any time since the beginning of the Corporation's last financial year and each associate or affiliate of any of the foregoing.

VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF

The authorized capital of the Corporation currently consists of an unlimited number of Common Shares. As of the date of this Circular, there are 192,632,614 Common Shares issued and outstanding.

Each Common Share entitles the holder thereof to receive notice of and attend all meetings of Shareholders and to vote at such meetings, except meetings at which only holders of a specified class or series of shares are entitled to vote.

Each holder of record of a Common Share on August 16, 2019, the record date established for notice of the Meeting, will, unless otherwise specified in this Circular, be entitled to one vote for each Common Share held by such holder on all matters coming before the Meeting, except to the extent that such holder has transferred any such Common Shares after the record date and the transferee of such Common Shares establishes ownership of such Common Shares and makes a written demand, not later than ten (10) days before the Meeting, to be included in the list of Shareholders entitled to vote at the Meeting, in which case the transferee will be entitled to vote such Common Shares at the Meeting.

The by-laws of the Corporation provide that the presence of one person whether present or represented by proxy constitutes a quorum for the transaction of business at any meeting of shareholders.

To the knowledge of Management, there is one (1) person who, as of the date hereof, beneficially owns, directly or indirectly, or exercises control or direction over shares of the Corporation carrying more than 10% of the voting rights attached to all shares of the Corporation as indicated below:

Name	Shares	Percentage
Wesley Clover International Corporation	40,172,845	20.85%

ELECTION OF DIRECTORS

See below under “*Particulars of Matters to be Voted Upon*” for disclosure regarding the directors to be elected at the Meeting.

EXECUTIVE COMPENSATION

Director and Named Executive Officer Compensation, Excluding Compensation Securities

The following is a summary of all compensation paid or payable for each of the company’s two most recently completed financial years to each person who was a NEO of the Company in the most recently completed financial year.

Table of compensation excluding compensation securities							
Name and Position	Year ending March 31	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fee (\$)	Value of perquisites (\$)	Value of all other compensation	Total compensation (\$)
John Proctor, CEO ⁽¹⁾	2019	215,192	75,000	Nil	Nil	Nil	290,192
	2018	61,538	Nil	Nil	Nil	Nil	61,538

Table of compensation excluding compensation securities							
Name and Position	Year ending March 31	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fee (\$)	Value of perquisites (\$)	Value of all other compensation	Total compensation (\$)
Erin Crowe, CFO ⁽²⁾	2019 2018	48,000 Nil	75,000 Nil	Nil Nil	Nil Nil	Nil Nil	123,000 Nil
Paul Chatigny, CFO ⁽³⁾	2019 2018	66,800 166,000	Nil 3,000	Nil Nil	Nil Nil	Nil Nil	66,800 169,000
Doug Bellinger, CTO	2019 2018	188,309 182,392	30,000 30,000	Nil Nil	Nil Nil	Nil Nil	218,309 212,392
Terence Matthews, Director, Co-Chair of Board	2019 2018	25,000 Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	25,000 Nil
Bruce Linton, Director, Co-Chair of Board ⁽⁴⁾	2019 2018	73,750 170,625	100,000 25,000	Nil Nil	Nil Nil	Nil Nil	173,750 195,625
Niall Gallagher, Director	2019 2018	155,580 182,292	25,000 25,000	Nil Nil	Nil Nil	Nil Nil	180,580 207,292
Don Smith, Director	2019 2018	19,279 Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	19,279 Nil
Michael Michalyshyn, Director	2019 2018	26,250 Nil	Nil Nil	15,000 20,000	Nil Nil	Nil Nil	41,250 20,000
Colley Clarke, Director	2019 2018	26,803 Nil	Nil Nil	15,000 20,000	Nil Nil	Nil Nil	41,803 20,000
Jennifer Camelon, Director ⁽⁵⁾	2019 2018	11,827 Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	11,827 Nil
Michael Galvin, Director ⁽⁶⁾	2019 2018	11,841 Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	11,841 Nil

Notes

- (1) Mr. Proctor became an employee of Martello on December 11, 2017 and was appointed President and CEO on December 18, 2017.
- (2) Ms. Crowe was appointed CFO on April 1, 2018 and provided services through a management company until December 31, 2018, as disclosed below under “*Employment, Consulting and Management Agreements*”. Ms. Crowe became an employee of the Company on January 1, 2019.
- (3) Mr. Chatigny provided services through a wholly-owned management company. Mr. Chatigny ceased to be CFO on April 1, 2018.
- (4) Mr. Linton ceased to be President and CEO and was appointed co-Chair of the board on December 18, 2017. Mr. Linton provides services through a wholly-owned management company.
- (5) Ms. Camelon was appointed as a director of the Corporation on November 13, 2018.
- (6) Mr. Galvin was appointed as a director of the Corporation on November 13, 2018.

External Management Companies

Except as disclosed below under “*Employment, Consulting and Management Agreements*”, the Corporation does not have any employment, consulting or management agreements or arrangements with any of the Corporation’s current NEOs or directors.

Stock Options and Other Compensation Securities

The following table sets forth all compensation securities granted or issued to each director and named executive officer by the Corporation or one of its subsidiaries in the most recently completed financial year for services provided or to be provided, directly or indirectly, to the company or any of its subsidiaries.

Compensation Securities							
Name and Position	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class ⁽¹⁾	Date of issue or grant	Issue conversion or exercise price (\$)	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end (\$)	Expiry date
John Proctor, CEO	Options	1,440,000 800,000	Aug 16, 2018 ⁽¹⁾ Aug 16, 2018 ⁽¹⁾	\$0.11 \$0.13	\$0.185 \$0.185	\$0.29 \$0.29	Dec 18, 2022 Apr 3, 2023
Erin Crowe, CFO	Options	250,000	Feb 28, 2019	\$0.38	\$0.36	\$0.29	Feb 28, 2024
Doug Bellinger, CTO	Options	192,000 192,000 320,000	Aug 16, 2018 ⁽¹⁾ Aug 16, 2018 ⁽¹⁾ Aug 16, 2018 ⁽¹⁾	\$0.11 \$0.11 \$0.13	\$0.185 \$0.185 \$0.185	\$0.29 \$0.29 \$0.29	Sept 8, 2020 Dec 3, 2020 Apr 3, 2023
Terence Matthews, Director, Co-Chair of Board	Options	Nil	n/a	n/a	n/a	n/a	n/a
Bruce Linton, Director, Co-Chair of Board	Options	192,000 192,000 320,000	Aug 16, 2018 ⁽¹⁾ Aug 16, 2018 ⁽¹⁾ Aug 16, 2018 ⁽¹⁾	\$0.11 \$0.11 \$0.13	\$0.185 \$0.185 \$0.185	\$0.29 \$0.29 \$0.29	Sept 8, 2020 Dec 3, 2020 Apr 3, 2023
Niall Gallagher, Director	Options	192,000 192,000 192,000	Aug 16, 2018 ⁽¹⁾ Aug 16, 2018 ⁽¹⁾ Aug 16, 2018 ⁽¹⁾	\$0.11 \$0.11 \$0.13	\$0.185 \$0.185 \$0.185	\$0.29 \$0.29 \$0.29	Sept 8, 2020 Dec 3, 2020 Apr 3, 2023
Don Smith, Director	Options	1,280,000	Aug 16, 2018 ⁽¹⁾	\$0.13	\$0.185	\$0.29	Apr 3, 2023
Michael Michalyshyn, Director	Options	320,000 320,000 640,000	Aug 16, 2018 ⁽¹⁾ Aug 16, 2018 ⁽¹⁾ Aug 16, 2018 ⁽¹⁾	\$0.11 \$0.11 \$0.13	\$0.185 \$0.185 \$0.185	\$0.29 \$0.29 \$0.29	Sept 8, 2020 Dec 3, 2020 Apr 3, 2023
Colley Clarke, Director	Options	320,000 320,000 640,000	Aug 16, 2018 ⁽¹⁾ Aug 16, 2018 ⁽¹⁾ Aug 16, 2018 ⁽¹⁾	\$0.11 \$0.11 \$0.13	\$0.185 \$0.185 \$0.185	\$0.29 \$0.29 \$0.29	Sept 8, 2020 Dec 3, 2020 Apr 3, 2023
Jennifer Camelon, Director	Options	63,000	Feb 28, 2019	\$0.38	\$0.36	\$0.29	Feb 28, 2024

Compensation Securities							
Name and Position	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class ⁽¹⁾	Date of issue or grant	Issue conversion or exercise price (\$)	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end (\$)	Expiry date
Michael Galvin, Director	Options	63,000	Feb 28, 2019	\$0.38	\$0.36	\$0.29	Feb 28, 2024

Notes:

- (1) These securities were issued in connection with the Reverse Acquisition to holders of equivalent securities of Martello Technologies Corporation after giving effect to the Reverse Acquisition exchange ratio, as more fully described in the Corporation's Filing Statement dated June 29, 2018, available on SEDAR.
- (2) The total amount of compensation securities, and underlying securities, held by each of the following persons on March 31, 2019, is as follows: John Proctor held 2,240,000 Options; Erin Crowe held 250,000 Options; Doug Bellinger held 704,000 Options;; Bruce Linton held 704,000 Options; Niall Gallagher held 576,000 Options; Don Smith held 1,280,000 Options; Michael Michalyshyn held 1,280,000 Options; Colley Clarke held 1,280,000 Options; Jennifer Camelon held 63,000 Options; and Michael Galvin held 63,000 Options.
- (3) Upon the successful completion of the Reverse Acquisition, Mr. Proctor's options vested pursuant to the terms of his employment agreement.
- (4) Pursuant to the Option Plan, Options vest over a three-year period, with one third of the Options vesting after each of the first three years. Options may not be transferred or assigned.

The following table sets forth each exercise by a director or named executive officer of compensation securities during the most recently completed financial year.

Exercise of Compensation Securities by Directors and NEOs							
Name and Position	Type of compensation security	Number of underlying securities exercised	Exercise price per security (\$)	Date of Exercise	Closing price per security on date of exercise (\$)	Difference between exercise price and closing price on date of exercise (\$)	Total value on exercise date (\$)
John Proctor, CEO	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Erin Crowe, CFO	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Doug Bellinger, CTO	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Terence Matthews, Director, Co-Chair of Board	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Bruce Linton, Director, Co-Chair of Board	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Niall Gallagher, Director	Nil	Nil	Nil	Nil	Nil	Nil	Nil

Exercise of Compensation Securities by Directors and NEOs							
Name and Position	Type of compensation security	Number of underlying securities exercised	Exercise price per security (\$)	Date of Exercise	Closing price per security on date of exercise (\$)	Difference between exercise price and closing price on date of exercise (\$)	Total value on exercise date (\$)
Don Smith, Director	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Michael Michalyshyn, Director	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Colley Clarke, Director	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Jennifer Camelon, Director	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Michael Galvin, Director	Nil	Nil	Nil	Nil	Nil	Nil	Nil

Stock Option Plans and other Incentive Plans

See below under “*Particulars of Matters to be Acted Upon*” for details regarding the Corporation’s Amended and Restated Stock Option Plan, which is to be approved at the Meeting.

Employment, Consulting and Management Agreements

The employment agreements of the Corporation’s NEO’s are described below.

On December 8, 2017 the Company entered into an employment agreement with John Proctor and subsequently appointed him to the office of President and CEO on December 18, 2017. If the Company terminates his employment without cause, it is obligated to provide Mr. Proctor six months’ notice plus one month for each completed year of service, to a maximum of eighteen months. Pursuant to the terms of his agreement, upon the Reverse Acquisition, any unvested options immediately vested and became exercisable on the day immediately prior to the completion of the Reverse Acquisition. Mr. Proctor would have the ability to exercise any vested options as outlined in “**Approval of Amended and Restated Stock Option Plan**” below. As of the date of this Circular, the estimated incremental payment that would be triggered from severance, termination or constructive dismissal is \$176,390.

On March 21, 2014 the Company entered into an employment agreement with Doug Bellinger. Mr. Bellinger was appointed CTO on October 18, 2018. If the Company terminates his employment without cause, it is obligated to provide Mr. Bellinger six months’ notice plus one month for each completed year of service, to a maximum of eighteen months. Mr. Bellinger would have the ability to exercise any vested options as outlined in “**Approval of Amended and Restated Stock Option Plan**” below. As of the date of this Circular, the estimated incremental payment that would be payable upon termination without cause is \$210,158.

Erin Crowe, CFO of the Corporation, provided CFO services to the Corporation through Stratford Managers Corporation (“**Stratford**”) until December 31, 2018 pursuant to a services agreement (the “**Services Agreement**”). For the period March 26, 2018 until December 31, 2018, the Corporation paid Stratford \$171,500 for services Ms. Crowe provided to the Corporation.

Ms. Crowe has been employed by the Corporation as CFO from January 1, 2019. If the Corporation terminates her employment without cause, it is obligated to provide Ms. Crowe six months’ notice plus one month for each year of service, to a maximum of eighteen months. Ms. Crowe would have the ability to exercise any vested options as outlined in “**Approval of Amended and Restated Stock Option Plan**” below. As of the date of this Circular, the estimated incremental payment that would be payable upon termination without cause is \$117,500.

Oversight and Description of Director and Named Executive Officer Compensation

Compensation Committee

The Board has a Compensation Committee (the “Compensation Committee”) consisting of Michael Michalyshyn, Don Smith and Michael Galvin. Within the meaning of National Instrument 52-110 “*Audit Committees*” (“**NI-52-110**”) all members of the Compensation Committee are independent directors.

The Compensation Committee’s responsibilities include reviewing and making recommendations to the Board with respect to the overall compensation strategy and policies for directors officers and employees of the Corporation, including executive officer compensation criteria; reviewing and making recommendations to the Board with respect to the corporate goals and objectives relevant to the compensation of the Chief Executive Officer, evaluating the performance of the Chief Executive Officer in light of those goals and objectives, and recommending to the Board the compensation level of the Chief Executive Officer based on this evaluation; reviewing and making recommendations to the Board with respect to the annual compensation of all other executive officers and directors of the Corporation; and making recommendations to the Board in respect of the grant of stock options to management directors, officers and other employees and consultants of the Corporation.

Director Compensation

The Compensation Committee assists the Board with respect to the establishment of the Corporation’s compensation program for its directors. The main objectives of the directors’ compensation program are to: compensate the directors in a manner that is commensurate with the risks and responsibilities assumed in Board and committee membership, and competitive with other comparable issuers; and align the interests of the directors with those of the Shareholders. Directors receive retainers for their services and are granted incentive stock options from time to time in accordance with the Stock Option Plan and the policies of the Exchange.

The Board believes that the granting of stock options provides a reward to directors for achieving results that improve the Corporation’s performance and thereby increase shareholder value, where

such improvement is reflected in an increase in the Corporation's share price. In making a determination as to whether a grant of long-term incentive stock options is appropriate and if so, the number of options that should be granted, the Board considers: the number and terms of outstanding incentive stock options held by each director; the aggregate value in securities of the Corporation that the Board intends to award as compensation; the potential dilution to shareholders; general industry standards and the limits imposed by the terms of the Stock Option Plan and Exchange policies. The granting of incentive stock options allows the Company to reward directors for their efforts to increase value for shareholders without requiring the Corporation to use cash from its treasury. The terms and conditions of the Corporation's stock option grants, including vesting provisions and exercise prices, are governed by the terms of the Stock Option Plan, which are described below under "*Approval of Amended and Restated Stock Option Plan*".

The directors may be reimbursed for actual expenses reasonably incurred in connection with the performance of their duties as directors.

Named Executive Officer Compensation

The Compensation Committee directs the design and provides oversight for the Corporation's executive compensation program and has overall responsibility for recommending levels of executive compensation that are competitive in order to attract, motivate and retain highly skilled and experienced executive officers. The compensation program is intended to reward executive officers based on individual performance and achievement of corporate objectives. Martello's executive compensation program is comprised of base salary, short-term bonus awards and long-term incentives such as stock options.

The Compensation Committee did not have a formal compensation program for fiscal 2019 with set benchmarks; however, the Compensation Committee did have an informal program which sought to reward an executive officer's performance and the achievements of corporate milestones and align the interests of executive officers with the interest of the Corporation's shareholders.

The Compensation Committee has introduced for fiscal 2020 a new executive compensation plan. This plan is designed to reward the executive team of Martello for business performance that creates shareholder value without exposing Martello to excessive risk.

An important goal of the new compensation plan is to ensure the compensation provided is determined with regard to, and is consistent with, the business strategies and objectives of the Corporation, such that the financial interests of the executive team of the Corporation are aligned with the financial interests of the shareholders of Martello.

Another important goal of the new plan is to retain and incentivize the executive team to attain shared goals and objectives that result in them receiving financial compensation that is commensurate with the market for similar roles.

Under the new plan compensation is comprised of a combination of salary, bonus awards and equity incentives. In connection with determining compensation, Martello maintains an administrative framework of job levels into which positions are assigned based on internal comparability and

external market data. Because of Martello's lean organizational structure, the goal is to provide compensation for its executive members that is competitive with Martello's peers and which recognize the differences with such comparators. Significant differentials include, but are not limited to: (i) a lean organizational structure; (ii) size / market capitalization; (iii) unique industry experience requirements that do not generally exist in Ottawa, and may require recruitment in other major Canadian markets or in the United States where compensation levels differ from those in Ottawa; and (iv) scale of operational experience, wherein the attainment of significant growth to achieve large scale operations requires executive officers with an appropriate level of experience, even though the present size and scale of the Corporation may be smaller.

Annual incentive awards under the new compensation plan are to be given pursuant to an annual bonus plan. Participation is determined according to job level and is intended to reward those executive team members who have had, and will have, a significant impact on business results. The annual incentive awards are determined by the Compensation Committee by evaluating performance versus approved budget with respect to a combination of criteria allocated as follows: (a) Revenue Growth – annual organic growth in revenue, with targets set annually for the Corporation; (b) Profitability – meeting annual adjusted EBITDA goals; (c) Acquisitions – building and operating an acquisition engine that will be able to effectively and efficiently identify, assess, complete and integrate acquisitions that are aligned with the Corporation's vision; and (d) Personal objectives - qualitative and other quantitative objectives that address the more specific requirements of each executive's role at the particular time.

Target bonus payouts are defined under the new executive compensation plan. Within a range of performance, payout could be zero or between zero and 150 percent. Ultimate payout is at the full discretion of the Compensation Committee. The Committee has the discretion to adjust payouts up or down as they deem appropriate. Bonuses may be paid in cash or in a combination of cash and option grants.

In making overall compensation decisions, the Compensation Committee strives to find a balance between short-term and long-term compensation and cash versus equity incentive compensation. Base salaries or fees primarily reward recent performance and incentive stock options encourage NEOs and directors to continue to deliver results over a longer period.

and serve as a retention tool. The annual salary or fee for each NEO, as applicable, is determined by the Compensation Committee based on the level of responsibility and experience of the individual, the relative importance of the position to the Corporation, the professional qualifications of the individual and the performance of the individual over time. The NEOs' performances and salaries or fees are to be reviewed periodically. Increases in salary or fees are to be evaluated on an individual basis and are performance and market based. Compensation is tied to performance criteria or goals such as milestones, key performance indicators or transactions, and the Corporation uses a "peer group" to determine compensation.

Pension Disclosure

The Corporation does not provide any pension, retirement plan or other remuneration for its directors or officers that constitute an expense to the Corporation.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table sets out information concerning the Corporation's compensation plans (including the Option Plan) under which equity securities of the Corporation are authorized for issuance, as at the end of the Corporation's year ended March 31, 2019.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights ¹	Weighted-average exercise price of outstanding options, warrants and rights ¹	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column(a))
	(a)	(b)	(c)
Equity compensation plans approved by securityholders	18,519,667	\$0.116	604,090
Equity compensation plans not approved by security holders	Nil	Nil	Nil
Total	18,519,667	\$0.116	604,090

Notes:

- (1) Based on Common Shares issuable under the Stock Option Plan equal to 10% of the number of issued and outstanding Common Shares as at March 31, 2019, being 191,237,568.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

No director, executive officer or employee of the Corporation, former executive officer, director or employee of the Corporation, or any of the proposed directors, at any point within thirty days before the date of this Circular, had any outstanding indebtedness owing to the Corporation or any other entity where the indebtedness was the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Corporation. No current director or executive officer of the Corporation, any proposed directors, any director or executive officer of the Corporation during the most recently completed financial year, or any associate of such director or executive officer: (a) is, or at any time during the most recently completed financial year was, indebted to the Corporation; or (b) has had indebtedness to another entity that is, or at any time since the beginning of the most recently completed financial year has been, the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Corporation.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Management is not aware of any material interest, direct or indirect, of any informed person of the Corporation or any proposed nominee as director of the Corporation, or any associate or affiliate of any such person in any transaction since the commencement of the Corporation's most recently completed financial year, or in any proposed transaction, that has materially affected or would

materially affect the Corporation or any of its subsidiaries, other than as disclosed elsewhere in this Circular.

APPOINTMENT OF AUDITOR

Deloitte LLP were appointed auditors of the Corporation effective September 12, 2018, following the Reverse Acquisition. The appointment of Deloitte LLP was approved by the Shareholders at the annual meeting held October 18, 2018.

MANAGEMENT CONTRACTS

No management functions of the Corporation are performed to any substantial degree by any person other than the directors or senior officers of the Corporation.

PARTICULARS OF MATTERS TO BE ACTED UPON

1. Election of Directors

The Articles of the Corporation provide that the number of directors shall be a minimum of three and a maximum of twelve. It is proposed that the nine (9) persons listed below will be nominated at the Meeting (the “**Proposed Directors**”). Each director elected will serve until the next annual meeting, or until their respective successors have been elected or appointed. **Unless otherwise directed, it is the intention of the management designees, if named as proxy, to vote FOR the election of said persons to the Board. Management does not contemplate that any of the 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 or her proxy that his or her shares are to be withheld from voting in the election of directors.**

The following are the names and municipalities of residence of the Proposed Directors, their positions and offices with the Corporation, principal occupations during the last five years, and their respective holdings of Common Shares:

Name and Province/State and Country of Residence	Position(s) Currently Held with the Company	Period or periods during which each director has served as a director of the Company	Current Principal Occupation	Number of Common Shares Held
John Proctor <i>Ottawa, ON</i>	President and CEO	August 2018 - present	President and Chief Executive Officer of Martello.	Nil
Terence Matthews <i>Ottawa, ON</i>	Director, Co-Chair of Board	August 2018 - present	Founder and Chairman of Wesley Clover.	40,172,845 ⁽¹⁾

Name and Province/State and Country of Residence	Position(s) Currently Held with the Company	Period or periods during which each director has served as a director of the Company	Current Principal Occupation	Number of Common Shares Held
Bruce Linton <i>Ottawa, ON</i>	Director, Co-Chair of Board	August 2018 - present	Co-founder and co-CEO/Chairman of Canopy Growth until July 2019. CEO of Martello until December 2017.	3,062,858
Niall Gallagher <i>Ottawa, ON</i>	Director	August 2018 - present	Co-founder of Martello. Until December 2018, VP Product Management of Martello.	4,184,231
Don Smith <i>Ottawa, ON</i>	Director Member of Compensation Committee	August 2018 - present	General Partner with Wesley Clover International Corporation.	Nil
Michael Michalyshyn <i>Ottawa, ON</i>	Director Chair of Compensation Committee Member of Audit Committee	August 2018 - present	Technology and intellectual property lawyer.	Nil
Colley Clarke <i>Waterloo, ON</i>	Director Chair of Audit Committee	August 2018 - present	CPA, CA. CFO of Yroo.	Nil
Jennifer Camelon <i>Ottawa, ON</i>	Director Member of Audit Committee	November 2018 - present	CPA, CA. Senior Vice President Finance and Administration and Chief Financial Officer of the Royal Canadian Mint.	Nil
Michael Galvin <i>Sharnbrook, United Kingdom</i>	Director Member of Compensation Committee	November 2018 - present	Telecommunications industry leader with more than 32 years' experience in BT PLC.	Nil

Notes

- (1) Dr. Matthews holds shares of the Corporation through Wesley Clover International Corporation.

Board Committees

The current committees of the Board and membership therein are as follows:

Audit Committee Members

- Colley Clarke (Chair)
- Jennifer Camelon
- Michael Michalyshyn

Compensation Committee Members

- Michael Michalyshyn (Chair)
- Michael Galvin
- Don Smith

As a group, the Proposed Directors of the Corporation, if elected, will exercise control or direction over a total of 47,419,934 Common Shares, representing approximately 24.6% of the issued and outstanding Common Shares as at March 31, 2019 and are entitled to a total of 7,486,000 options to purchase Common Shares.

Each director will hold office until the next meeting of shareholders at which time any or all of the directors may be elected to hold office for a term expiring no later than the close of the next annual meeting of shareholders. The directors and officers of the Corporation will devote the time required to achieve the goals of the Corporation. Time actually spent may vary according to the needs of the Corporation.

Cease Trade Orders

Except as described below, no Proposed Director is, as at the date of this Information Circular, or has been, within 10 years before the date of this Information Circular, a director, chief executive officer or chief financial officer of any company (including Martello) that was subject to a cease trade or similar order or an order that was issued while the director or executive officer was acting in that capacity, or was issued after that person ceased to act in that capacity but which resulted from an event that occurred while that person was acting in that capacity.

On January 6, 2017 the Ontario Securities Commission issued a cease-trade order against Magor Corporation for failing to file interim financial statements for the period ended October 31, 2016; management's discussion and analysis relating to the interim financial statements for the period ended October 31, 2016; certification of the foregoing filings as required by National Instrument 52-109 Certification of Disclosure in Issuers' Annual and Interim Filings. Dr. Matthews sits on the board of Magor Corporation.

Bankruptcies

Except as disclosed below, no Proposed Director:

- (a) is, as of the date of this Information Circular, or has been within 10 years before the date of this Information Circular, a director or executive officer of any company (including Martello) that, while that person was acting in that capacity, or within a year of ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or

- (b) has, within 10 years before the date of this Information Circular, become bankrupt or made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold his assets.

In December 2010, while Bruce Linton was a director of Sitebrand Inc., its wholly owned subsidiary, Sitebrand.com Inc., filed a Notice of Intention to make a proposal to its creditors and has obtained protection from its creditors under the provisions of the Bankruptcy and Insolvency Act and in February 2011 Sitebrand.com Inc. made an assignment in bankruptcy under the provisions of the Bankruptcy and Insolvency Act.

Dr. Matthews was a director of Magor Corporation when it filed a Notice of Intention to make a proposal under the *Bankruptcy and Insolvency Act* on November 30, 2016.

Penalties or Sanctions

No director or executive officer of the Company or, to the knowledge of the Company, shareholder holding a sufficient number of securities of the Company to affect materially the control of the Company, 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 a 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 investor in making an investment decision.

2. Approval of Amended and Restated Stock Option Plan

On July 16, 2019 the Board approved an Amended and Restated Option Plan (the “**New Option Plan**”). The New Option Plan amends the previous Option Plan primarily to reflect changes in the Exchange regulations since the adoption of the previous Option Plan in 2003.

Under the New Option Plan, any increase in the number of Common Shares of the Corporation results in an increase in the number of Common Shares that are available to be issued under the New Option Plan in the future, and any exercise of an option previously granted under the New Option Plan results in an additional grant being available in the future.

A copy of the New Option Plan is attached as Exhibit “A” to this Circular. The following is a summary of the material terms of the New Option Plan and is qualified in its entirety by the full text of the New Option Plan:

- **Number of Securities Issuable.** The New Option Plan is a rolling stock option plan that reserves, for issuance pursuant to stock options, a maximum number of Common Shares equal to 10% of the outstanding Common Shares at the time the Common Shares are reserved for issuance.

- Eligible Persons. Options may be granted to directors, officers, employees and consultants under the New Option Plan.
- Limits on Participation. Under the New Option Plan, the number of Common Shares reserved for issue to any one person within any twelve-month period may not exceed 5% of the outstanding Common Shares at the time of grant. Additionally, the New Option Plan provides for the following limits on option grants:
 - The number of Common Shares reserved for issue to insiders of the Company, together with all of the Corporation's other share-based compensation arrangements, in aggregate, may not exceed 10% of the issued and outstanding Common Shares at the time of grant unless Disinterested Shareholder Approval (as such term is defined in the policies of the Exchange) is obtained.
 - The number of Common Shares reserved for issue to any one consultant of the Corporation under the New Option Plan within any twelve-month period may not exceed 2% of the issued and outstanding Common Shares at the time of grant.
 - The number of Common Shares reserved for issue to any one employee of the Corporation conducting investor relations services within any twelve-month period may not exceed 2% of the issued and outstanding Common Shares at the time of grant.
- Exercise Price. The exercise price of options under the New option Plan will be set by the Board at the time of grant and cannot be less than the Market Price (as such term is defined in the policies of the Exchange).
- Term of Options. Options granted under the New Option Plan will have a maximum term of 5 years from their date of grant.
- Termination of Exercise Right. No option may be exercised after an optionee has left the employ or service of the Corporation except as follows:
 - in the event of an optionee's death, any vested option held by the optionee at the date of death will be exercisable by the optionee's lawful personal representatives, heirs or executors until the earlier of 12 months after the date of death and the date of expiration of the term otherwise applicable to such option;
 - in general, vested options will expire on the earlier of: (i) 90 days after the date the optionee ceases to be employed by, provide services to, or be a director or officer of, the Corporation; and (ii) the expiry date of the vested options, and any unvested options shall immediately terminate; and
 - if an optionee is dismissed for cause, such optionee's options, whether or not they are vested at the date of dismissal, will immediately terminate.
- Extension of Expiry Period. If an option which has been previously granted is set to expire during a period in which trading in securities of the Corporation by the option holder is restricted by a black-out, the expiry date of the option will be extended to 10 business days after the trading restrictions are lifted.

The Board believes that the New Option Plan offers participants a competitive and stable level of equity-based compensation. The Board has determined that the New Option Plan is in the best interests of the Corporation and its shareholders in order for the corporation to continue to secure and retain key personnel and to provide additional motivation to such persons to exert their best efforts on behalf of the Corporation.

If adopted, the New Option Plan provides for a floating maximum limit of 10% of the outstanding Common Shares, as permitted by the policies of the Exchange. This represents 19,263,261 options as at the date hereof available under the New Option Plan. As at the date of this Circular, 17,458,336 options are outstanding, representing approximately 90.6% of the options available for issuance.

The adoption of the New Option Plan by Shareholders requires a favourable vote of a majority of the Common Shares voted in respect thereof at the Meeting. The adoption of the New Option Plan requires approval from the Exchange.

At the Meeting, Shareholders will be asked to consider and approve an ordinary resolution, in substantially the following form, in order to approve the continued use of the New Option Plan:

“BE IT RESOLVED, AS AN ORDINARY RESOLUTION OF THE CORPORATION, THAT,

1. the continued use of the Corporation’s New Option Plan, in the form set out in Exhibit “A” of the management information circular relating to this meeting, is hereby approved; and
2. any one (1) director or officer of the Corporation is hereby authorized for and on behalf of the Corporation to execute and deliver all such instruments and documents and to perform and do all such acts and things as may be deemed advisable in such individual’s discretion for the purpose of giving effect to this resolution, the execution of any such document or the doing of any such other act or thing being conclusive evidence of such determination.”

The Board recommends that Shareholders vote in favour of the ordinary resolution. In the absence of contrary instruction, the persons named in the accompanying form of proxy intend to vote FOR the ordinary resolution to approve the New Option Plan.

3. Approval of Restricted Share Unit Plan

On July 16, 2019 the Board approved the adoption by the Corporation of a restricted share unit plan (the “**RSU Plan**”). The RSU Plan has received conditional approval from the Exchange and will be presented for approval by Shareholders at the Meeting. The RSU Plan is designed to promote the alignment of interests among employees, directors, executive officers and Shareholders of the Corporation.

A copy of the RSU Plan is attached as Exhibit “B” to this Circular. The following is a summary of the material terms of the RSU Plan and is qualified in its entirety by the full text of the RSU Plan:

- **Number of Securities Issuable.** The RSU Plan is a fixed plan which reserves for issuance a maximum of 15,000,000 Common Shares.
- **Eligible Persons.** RSUs may be granted to directors, officers, employees and consultants under the RSU Plan.
- **Limits on Participation.** Under the RSU Plan, the maximum number of RSUs that may be granted to any one eligible person, together with all of the Corporation’s other share-based compensation arrangements, within any twelve-month period may not exceed 5% of the outstanding Common Shares at the time of grant. Additionally, the RSU Plan provides for the following limits on grants:

- The number of Common Shares reserved for issue to insiders of the Corporation, together with all of the Corporation's other share-based compensation arrangements, in aggregate, may not exceed 10% of the issued and outstanding Common Shares at the time of grant unless Disinterested Shareholder Approval (as such term is defined in the policies of the Exchange) is obtained.
- The number of RSUs that may be granted to insiders of the Corporation, together with all of the Corporation's other share-based compensation arrangements, in aggregate, within any twelve month period may not exceed 10% of the issued and outstanding Common Shares at the time of grant unless Disinterested Shareholder Approval (as such term is defined in the policies of the Exchange) is obtained.
- The number of Common Shares reserved for issue to any one consultant of the Corporation under the RSU Plan within any twelve-month period may not exceed 2% of the issued and outstanding Common Shares at the time of grant.
- The number of Common Shares reserved for issue to any one employee of the Corporation conducting investor relations services within any twelve-month period may not exceed 2% of the issued and outstanding Common Shares at the time of grant.
- Redemption of RSUs. Vested RSUs may be redeemed by a participant for either Common Shares (with each full RSU to be redeemed for one Common Share) or, at the election of the participant, a lump sum payment equal to the amount determined by multiplying the number of RSUs to be redeemed by the market price of the Common Shares at such time.
- Termination of Employment. Unless otherwise determined by the Board, in its sole discretion:
 - upon the voluntary resignation or the termination for cause of a participant, all of the participant's RSUs which remain unvested will be forfeited; and
 - upon the termination without cause, the retirement or death of a participant, the participant will have a number of RSUs become vested in a linear manner equal to the sum for each grant of RSUs of the original number of RSUs granted multiplied by the number of completed months of employment since the date of grant divided by the number of months required to achieve the full vesting of such RSUs.

The Board has determined that the RSU Plan is in the best interests of the Corporation and its Shareholders in order for the Corporation to continue to secure and retain key personnel and to provide additional motivation to such persons to exert their best efforts on behalf of the Corporation.

At the Meeting, Shareholders will be asked to consider and approve an ordinary resolution, in substantially the following form, in order to approve the RSU Plan:

“BE IT RESOLVED, AS AN ORDINARY RESOLUTION OF THE CORPORATION, THAT,

1. subject to final approval of the Exchange, the Corporation's RSU Plan, in the form set out in Exhibit “B” of the management information circular relating to this meeting, is hereby approved;

2. the directors of the Corporation or any committee of the board of directors of the Corporation are hereby authorized to grant RSUs of the Corporation pursuant to the RSU Plan to those eligible to receive RSUs thereunder;
3. any one (1) director or officer of the Corporation is hereby authorized for and on behalf of the Corporation to execute and deliver all such instruments and documents and to perform and do all such acts and things as may be deemed advisable in such individual's discretion for the purpose of giving effect to this resolution, the execution of any such document or the doing of any such other act or thing being conclusive evidence of such determination; and
4. notwithstanding that this resolution has been passed by the shareholders of the Corporation, the adoption of the proposed RSU Plan is conditional upon receipt of final approval from the Exchange and the directors of the Corporation are hereby authorized and empowered to revoke this resolution, without any further approval of the shareholders of the Corporation, at any time if such revocation is considered necessary or desirable by the directors."

Approval of the RSU Plan requires that the resolution be passed by a majority of the votes cast by disinterested Shareholders thereon at the Meeting, in person, and by proxy, and excludes votes attached to Common Shares beneficially owned by insiders of the Corporation to whom RSUs may be awarded under the RSU Plan and associates thereof. A total of 49,448,507 Common Shares held by directors and executive officers of the Corporation and associates thereof will be excluded. The RSU Plan requires approval from the Exchange.

The Board recommends that Shareholders vote in favour of the ordinary resolution. In the absence of contrary instruction, the persons named in the accompanying form of proxy intend to vote FOR the ordinary resolution to approve the RSU Plan.

4. Appointment of Auditor

The Shareholders will be asked at the meeting to vote for the appointment of Deloitte LLP as the auditors of the Corporation for the ensuing year and to authorize the directors to fix their remuneration.

The management designees, if named as proxy, intend to vote the Common Shares represented by any such proxy FOR the appointment of Deloitte LLP as auditors of the Corporation at a remuneration to be fixed by the Board, unless a Shareholder of the Corporation has specified in the shareholders' proxy that the Shareholder's Common Shares are to be withheld from voting on the appointment of auditors.

OTHER BUSINESS

While there is no other business other than that mentioned in the Notice of Meeting to be presented for action by the Shareholders at the Meeting, it is intended that proxies hereby solicited will be exercised upon any other matters and proposals that may properly come before the Meeting or any adjournment thereof, in accordance with the discretion of the persons authorized to act thereunder.

ADDITIONAL INFORMATION

Additional information relating to the Corporation may be obtained by accessing the Corporation's profile on SEDAR at www.sedar.com. Shareholders may contact the Corporation at 390 March Rd #110, Kanata, ON K2K 0G7 to request copies of the Corporation's financial statements and management's discussion and analysis, free of charge.

Financial information is provided in the Corporation's financial statements and management's discussion and analysis for its most recently completed financial year.

APPROVAL OF THE BOARD OF DIRECTORS

The Board of Directors of Martello has approved the contents and sending of this Circular.

Dated this 20th day of August 2019.

(s) "John Proctor"

Chief Executive Officer

EXHIBIT “A”
NEW OPTION PLAN

MARTELLO TECHNOLOGIES GROUP INC.

AMENDED AND RESTATED STOCK OPTION PLAN

July 16, 2019

1. **Purpose of the Plan.** The purposes of this Plan are to attract and retain the best available personnel, to provide additional incentives to Employees, Executive Officers, Directors and Consultants and to promote the success of the Company's business by allowing such Persons to partake in the equity of the Company.
2. **Definitions.** As used herein, the following definitions shall apply:
 - (a) “Associate” has the meaning attributed thereto in Section 2.22 of Rule 45-106, as the same may be amended from time to time.
 - (b) “Black Out Period” means the period during which designated employees of the Company cannot trade the shares pursuant to the Company’s policy respecting restrictions on employee trading which is in effect at that time (which, for greater certainty, does not include the period during which a cease trade order is in effect to which the Company or in respect of an Insider, that Insider, is subject).
 - (c) “Board” means the board of directors of the Company, as constituted from time to time.
 - (d) “Business Day” means a day, other than a Saturday or Sunday, on which the principal commercial banks located at Toronto are open for business during normal banking hours.
 - (e) “Cause” shall mean one or more of the following:
 - (i) Notice to the Eligible Person from the Company of gross negligence or misconduct of the Eligible Person in connection with the Eligible Person’s employment or engagement, or continuous or repeated cases of non-fulfillment or non-performance of the Eligible Person’s duties including, without limitation, failure to follow a lawful directive of the Company or failure to adhere to any written policy of the Company applicable to the Eligible Person;
 - (ii) The Eligible Person’s conviction of, or the entering of a guilty plea to, a criminal offence whether an indictable, summary or provincial offence (other than minor traffic offences) during the Eligible Person’s employment or engagement;
 - (iii) Notice to the Eligible Person from the Company of a material breach of any term of the Eligible Person’s contract or any collateral agreement thereto including, without limitation, covenants as to confidentiality or protection of intellectual property; and

- (iv) Notice to the Eligible Person from the Company of the commission by the Eligible Person of any act of dishonesty relating to the Company's business including, without limitation, the appropriation or attempted appropriation of a business opportunity or the misappropriation or attempted misappropriation of any of the funds or other property of the Company.

For greater certainty, this definition of Cause is applicable only to the Options granted to an Eligible Person pursuant to the Plan and is in no way intended to amend or vary any employment or other agreement between any Eligible Person and the Company.

- (f) "Change of Control" means the entering into of a binding agreement by the Company with any Person for:
 - (i) the acquisition, directly or indirectly, by any Person or any Persons acting jointly or in concert (as determined in accordance with the *Securities Act* (Ontario)) of voting securities of the Company which, together with all other voting securities of the Company held by such Person or Persons, constitute, in the aggregate, more than 50% of all outstanding voting securities of the Company;
 - (ii) an amalgamation, arrangement or other form of business combination of the Company with another Person which results in the holders of voting securities of that other Person holding, in the aggregate, 50% or more of all outstanding voting securities of the Company (including a merged or successor company resulting from the business combination); or
 - (iii) the sale, lease or exchange of all or substantially all of the property of the Company, other than in the ordinary course of business, to another Person;
- (g) "Committee" means the compensation committee appointed by the Board.
- (h) "Common Shares" means the common shares of the Company.
- (i) "Company" means Martello Technologies Group Inc. and includes any successor entity thereto.
- (j) "Consultant" means any Person other than an Employee, Executive Officer or Director of the Company who is engaged under a written contract by the Company to render, on an ongoing basis, services (other than services related to a distribution as such term is defined in applicable securities laws) and who, pursuant to such engagement, spends or will spend a significant amount of time and attention on the affairs and business of the Company, and includes, for an individual consultant, a corporation of which the individual consultant is an employee or shareholder, and a partnership of which the individual consultant is an employee or partner.

- (k) "Director" has the meaning attributed thereto in Rule 45-106.
- (l) "Eligible Person" means any Employee, Director or Executive Officer of the Company or of a subsidiary thereof or any Consultant to the Company.
- (m) "Employee" means any individual who:
 - (i) is considered an Employee of the Company or a subsidiary thereof under the ITA and the administrative provisions of the Canada Revenue Agency;
 - (ii) who works full-time for the Company or its subsidiary providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions are not made at source; or
 - (iii) who works for the Company or its subsidiary on a continuing and regular basis for at least twenty (20) hours per week providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions are not made at source.

An Employee shall not cease to be an Employee in the case of:

- (i) any leave of absence approved by the Company or a subsidiary thereof; or
 - (ii) transfers between locations of the Company or its subsidiaries or between the Company, a subsidiary thereof or any successor thereto.
- (n) "Exchange" means the principal stock exchange (as determined by the Board) upon which the Shares are listed.
 - (o) "Executive Officer" has the meaning attributed thereto in Rule 45-106. An Executive Officer shall not cease to be an Executive Officer in the case of: (i) any leave of absence approved by the Company or a subsidiary thereof or (ii) transfers between locations of the Company or its subsidiaries or between the Company, a subsidiary thereof or any successor thereto.
 - (p) "Exercise Price" shall mean the price at which Optioned Shares may be acquired, provided such price shall be no less than the Market Value on the date of grant.
 - (q) "Incapacitated" or "Incapacity" means an individual who:
 - (i) if an Employee or Executive Officer of the Company or a subsidiary thereof, for any consecutive six (6) calendar months, or for any nine (9) calendar months in any consecutive twelve (12) calendar months, is unable by reason of illness to devote substantially all his or her working

time to the business and affairs of the Company or subsidiary or;

- (ii) if a Consultant, for any one hundred and eighty (180) consecutive days, is unable or unwilling by reason of illness or otherwise, to devote at least fifty percent (50%) of the working time which the Consultant and the Company have agreed that the Consultant must provide, in the aggregate, to the business and affairs of the Company; or
 - (iii) is declared mentally incompetent or incapable of managing his or her affairs by a court of competent jurisdiction in Canada or, if no application is brought for such a declaration, who is certified by statutory declaration of two duly qualified medical practitioners to be mentally incompetent; or
 - (iv) if an Employee of the Company, or a subsidiary thereof, is certified by a medical practitioner to be unable to return to work on a full-time basis for at least six (6) calendar months.
- (r) "Incapacity Date" means the date upon which an individual ceases to be an Eligible Person as a result of his or her Incapacity.
- (s) "Insider" has the meaning attributed thereto in Section 1.1 of the *Securities Act* (Ontario) as amended from time to time.
- (t) "ITA" means the *Income Tax Act* (Canada), as amended from time to time.
- (u) "Investor Relations Activities" means any activities, by or on behalf of an Issuer or Shareholder of the Issuer, that promote or reasonably could be expected to promote the purchase or sale of securities of the Issuer, but does not include:
- (a) the dissemination of information provided, or records prepared, in the ordinary course of business of the Issuer
 - (i) to promote the sale of products or services of the Issuer, or
 - (ii) to raise public awareness of the Issuer, that cannot reasonably be considered to promote the purchase or sale of securities of the Issuer;
 - (b) activities or communications necessary to comply with the requirements of
 - (i) applicable Securities Laws,
 - (ii) Exchange Requirements or the by-laws, rules or other regulatory instruments of any other self regulatory body or exchange having jurisdiction over the Issuer;
 - (c) communications by a publisher of, or writer for, a newspaper, magazine or business or financial publication, that is of general and regular paid

circulation, distributed only to subscribers to it for value or to purchasers of it, if

- (i) the communication is only through the newspaper, magazine or publication, and
 - (ii) the publisher or writer receives no commission or other consideration other than for acting in the capacity of publisher or writer; or
- (d) activities or communications that may be otherwise specified by the Exchange.
- (v) "Market Value" means, on any given day:
 - (i) where the Shares are not listed on an Exchange, the fair market value of a Share on that day determined by the Board in good faith; and
 - (ii) where the Shares are listed on an Exchange, the price per Share computed on the basis of the closing price of the Shares on the Stock Exchange for the most recent trading day preceding the relevant date; provided that in the event the Market Price would be determined with reference to a period commencing after a fiscal quarter end of the Company and ending prior to the public disclosure of interim financial statements for such quarter (or annual financial statements in the case of the fourth quarter), the calculation of the Market Price will be made with reference to the higher of the last closing price of the Shares on the Stock Exchange for the most recent trading day preceding the relevant date and the fifth trading day immediately following the date of public disclosure of the financial statements for that quarter.
- (w) "Option" means an option to purchase Shares granted pursuant to the Plan.
- (x) "Option Agreement" means a written agreement between the Company or its subsidiary and an Optionee evidencing the terms and conditions of an individual Option grant substantially in the form attached as Schedule "A" hereto. The Option Agreement is subject to the terms and conditions of the Plan.
- (y) "Optioned Shares" means the Common Shares subject to an Option.
- (z) "Optionee" means the holder of an outstanding Option granted under the Plan.
- (aa) "Person" means any individual, sole proprietorship, partnership, limited partnership, unincorporated association, unincorporated syndicate, unincorporated organisation, trust, body corporate, and a natural person in his or her capacity as trustee, executor, administrator, or other legal representative.
- (bb) "Plan" means this Amended and Restated Stock Option Plan, as approved by the Board and as the same may be amended or varied from time to time.

- (cc) “Rule 45-106” means National Instrument 45-106 - *Prospectus Exemptions*, as amended or replaced.
- (dd) “Shares” means Common Shares, or, in the event of an adjustment contemplated by Section 16 hereof, such other securities to which an Optionee may be entitled upon the exercise of an Option as a result of such adjustment.
- (ee) “Shareholder” means a registered or beneficial holder of shares
- (ff) “TSX-V” means the TSX Venture Exchange.
- (gg) Capitalized terms, which are not otherwise defined in this Plan, shall have the meaning attributed thereto in the policies of the Exchange.

3. **Number of Options.**

- (a) Subject to Section 16 hereof, the maximum number of Shares that may be reserved for issuance under the Plan and all of the Company’s other securities based compensation arrangements shall be ten percent (10%) of the issued and outstanding Shares of the Company on the date of grant of the Option;
- (b) The aggregate number of Shares reserved for issuance pursuant to Options granted to any one person under the Plan or any of the Company’s other securities based compensation arrangements within any twelve (12) month period shall not exceed five percent (5%) of the issued and outstanding shares of the Company at the time the Option is granted;
- (c) No more than two percent (2%) of the issued and outstanding shares of the Company may be reserved for issuance pursuant to Options for any one Consultant under the Plan or any of the Company’s other securities based compensation arrangements in any 12 month period, calculated at the date the option is granted; and
- (d) No more than an aggregate of two percent (2%) of the issued and outstanding shares of the Company may be granted to an Eligible Person conducting Investor Relation Activities in any 12 month period under the Plan or any of the Company’s other securities based compensation arrangements, calculated at the date the option is granted.

4. **Insiders.** Notwithstanding anything else contained herein:

- (e) The number of securities reserved for Insiders, at any time, under the Plan and all security based compensation arrangements, cannot exceed ten percent (10%) of the number of issued and outstanding Shares; and
- (f) The number of securities reserved for Insiders, within any one-year period, under the Plan and all security based compensation arrangements, cannot exceed ten

percent (10%) of the number of issued and outstanding Shares.

5. **Administration of the Plan.**

- (a) The Plan shall be administered by the Board through recommendations provided by the Committee.
- (b) The Board shall have the authority in its discretion, but subject to the policies of the Exchange:
 - (i) to select the Eligible Persons to whom Options may from time to time be granted hereunder and to grant Options;
 - (ii) to determine the terms, limitations, restrictions and conditions upon such grants;
 - (iii) to interpret the Plan and to adopt, amend and rescind such administrative guidelines and other rules and regulations to the Plan as it shall from time to time deem advisable;
 - (iv) to make all other determinations and to take all other actions in connection with the implementation of the Plan as it may deem necessary or desirable; and
 - (v) to approve forms of agreement for use under the Plan.
- (c) All decisions, determinations and interpretations of the Board shall be final and binding on all Optionees.

6. **Eligibility.**

- (a) The Company represents that all Persons granted options under this Plan are *bona fide* Eligible Persons.
- (b) Neither the Plan nor any Option shall confer upon any Optionee any right with respect to continuing the Optionee's relationship as an Eligible Person with the Company, subsidiary or Affiliated Entity, nor shall it interfere in any way with his or her right or the Company's right, subsidiary's right or Affiliated Entity's right to terminate such relationship at any time, with or without Cause.

7. **Term of Plan.** Subject to Section 23 of the Plan, the Plan shall become effective upon its adoption by the Board. It shall continue in effect unless terminated under Section 20 hereof.

8. **Disinterested Shareholder Approval.** The Company must obtain disinterested Shareholder approval of stock options if:

- (a) A stock option plan, together with all of the Company's previously established and outstanding stock option plans or grants, could result at any time in the

issuance to any one Optionee, within a 12 month period, of a number of shares exceeding five percent (5%) of the issued shares.

- (b) The Company is decreasing the exercise price of stock options previously granted to Insiders.
9. **Term of Option.** The term of each Option shall be stated in the Option Agreement; provided however that the term shall be no more than five (5) years from the date of grant thereof.
 10. **Vesting of Option.** The Board in its discretion on the date of grant and subject to Section 14 of the Plan shall decide when an Option shall vest.
 11. **Exercise of Option.** The exercise price per share for the Shares to be issued upon exercise of an Option shall be the Exercise Price determined on the date of the grant of the Option.
 - (a) Options granted to an Optionee who is engaged in Investor Relations Activities must expire within 30 days after the Optionee ceases to be employed to provide Investor Relations Activities.
 - (b) Any Option granted hereunder shall be paid for by cash or cheque and shall be exercisable according to the terms hereof at such times and under such conditions as determined by the Board and set forth in the Option Agreement.
 - (c) An Option may not be exercised for a fraction of a Share.
 - (d) An Option shall be deemed exercised when the Company receives: (i) a written notice of exercise (in accordance with the Option Agreement) from the person entitled to exercise the Option specifying the number of Shares with respect to which the Option is being exercised, and (ii) full payment for the Shares with respect to which the Option is exercised. Shares issued upon exercise of an Option shall be issued in the name of the Optionee. Until the Shares are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a shareholder shall exist with respect to the Shares, notwithstanding the exercise of the Option. The Company shall issue (or cause to be issued) a certificate for such Shares and deliver such certificate to the Optionee within a reasonable time following receipt of notice of exercise and payment promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 17 of the Plan.
 - (e) Notwithstanding any of the provisions contained in the Plan or in any Option, disinterested Shareholder approval will be obtained for any reduction in the exercise price if the Optionee is an Insider of the Company at the time of the proposed amendment.

- (f) Notwithstanding any of the provisions contained in the Plan or in any Option, the Company's obligation to issue Shares to an Optionee pursuant to the exercise of an Option shall be subject to:
- (i) Completion of such registration or other qualification of such Shares or exemption therefrom as well as from any dealer registration requirement and/or obtaining the approval of such governmental authority or stock exchange as the Company shall determine to be necessary or advisable in connection with the authorization, issuance or sale thereof; and
 - (ii) The receipt from the Optionee of such representations, agreements and undertakings, including as to future dealings in such Shares, as the Company or its counsel determines to be necessary or advisable in order to safeguard against the violation of the securities laws of any jurisdiction.
12. **Blackout Period.** Should the expiration date for an Option fall within a Blackout Period, or within nine (9) Business Days following the expiration of a Blackout Period, such expiration date shall be automatically extended without any further act or formality to that day which is the tenth (10th) Business Day after the end of the Blackout Period, such tenth Business Day to be considered the expiration date for such Option for all purposes under the Plan. Notwithstanding Section 20, the ten (10) Business Day period referred to in this Section 12 may not be extended by the Board. In no event shall the application of this Section result in the extension of the term of the Option more than one (1) year from the date of grant thereof, or the contravention of Section 9 hereof.
13. **Limitation Period.** An Option may be exercised until the time provided for exercising an Option listed in section 14 of the Plan, subject to the Term of the Option. An Option that has been exercised prior to the expiry of the Term shall revert to the Plan upon exercise and an Option that has not been exercised prior to the expiry of the Term of the Option shall revert to the Plan upon expiry of the Term.
14. **Cancellation of Options.**
- (a) **Termination of Relationship as an Eligible Person.** An Optionee shall cease to be an Eligible Person by reason of such Optionee's death, Incapacity or where such Person's consulting, employment or other like contract is terminated with or without Cause.
 - (b) **Termination without Cause.** If an Optionee ceases to be an Eligible Person as a result of the Optionee's relationship with the Company, subsidiary or Affiliated Entity being terminated without Cause, such Optionee may exercise his or her Option until the date ninety (90) days after the date on which the Optionee ceases to be an Eligible Person or such other lesser period of time as is specified in the Option Agreement to the extent that the Option is vested on the date of termination (but in no event later than the expiration of the term of the Option as set forth in the Option Agreement). If, on the date of termination, the Optionee is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option shall revert to the Plan. If, after termination, the Optionee does not exercise his or her vested Option within the time specified herein, the

Option shall terminate and the Optioned Shares shall revert to the Plan. Subject to section 20 hereof, the vesting and termination provisions of this section 14(b) may be amended for such grants of options as the Board may determine.

- (c) Incapacity of Optionee. If an Optionee ceases to be an Eligible Person as a result of the Optionee's Incapacity, the Optionee may exercise his or her Option until the date ninety (90) days after the Incapacity Date or such other lesser period of time as is specified in the Option Agreement to the extent the Option is vested on the Incapacity Date (but in no event later than the expiration of the term of such Option as set forth in the Option Agreement). If, on the Incapacity Date, the Optionee is not vested as to his or her entire Option, the Optioned Shares covered by the unvested portion of the Option shall revert to the Plan. If the Option is not so exercised within the time specified herein, the Option shall terminate and the Optioned Shares shall revert to the Plan.
 - (d) Death of Optionee. If an Optionee dies while still an Eligible Person, the Option may be exercised until the date twelve (12) months after the date of the Optionee's death or such other lesser period of time as is specified in the Option Agreement (but in no event later than the expiration of the term of such Option as set forth in the Option Agreement) by the Optionee's legal personal representative, but only to the extent that the Option is vested on the date of death. If, at the time of death, the Optionee is not vested as to his or her entire Option, the Optioned Shares covered by the unvested portion of the Option shall immediately revert to the Plan. If the Option is not so exercised within the time specified herein, the Option shall terminate and the Optioned Shares shall revert to the Plan.
 - (e) Termination for Cause. Notwithstanding section 13, if an Optionee ceases to be an Eligible Person as a result of the Optionee's relationship with the Company, subsidiary or affiliated entity being terminated for Cause, any Option not yet exercised at the time of the termination shall be deemed to have been cancelled immediately prior to such termination and the Optioned Shares shall revert to the Plan. Subject to Section 20 hereof, the vesting and termination provisions of this section 14(e) may be amended for such grants of options as the Board may determine.
15. **Non-Transferability of Options.** Options granted hereunder shall not be transferred or assigned
16. **Change of Control.**
- (a) In the event of a proposed Change of Control, Optionees shall have the right to vote upon such Change of Control. The Options so voted shall be the number of votes equal to the voting rights of the Common Shares exercisable pursuant to each Option.
 - (b) Upon a Change of Control, any Option held by any Optionee that is not fully vested on the date at which such Change of Control occurs shall, subject to the approval of the Exchange, vest immediately and, regardless of their expiry date,

any and all Options held by any Optionee shall be immediately exercisable within a thirty (30) day period following the Change of Control, unless the Board decides otherwise in its absolute discretion. Upon expiration of such thirty (30) day period, all rights of the Optionee to the Option or to exercise same (to the extent not theretofore exercised) shall *ipso facto* terminate and cease to have further force or effect whatsoever.

17. **Adjustment to Shares Subject to the Option.**

- (a) In the event of any subdivision or redivision of the Common Shares into a greater number of Common Shares at any time hereafter and prior to the expiration of an Option, the Company shall deliver to the Optionee at the time of any subsequent exercise of the said Option in accordance with the terms hereof in lieu of the number of Common Shares to which the Optionee was theretofore entitled upon such exercise, but for the same aggregate consideration payable therefor, such number of Common Shares as the Optionee would have held as a result of such subdivision or redivision if on the record date fixed for the purpose of such subdivision or redivision the Optionee had been the registered holder of the number of Common Shares to which the Optionee was theretofore entitled upon such exercise.
- (b) In the event of any consolidation of the Common Shares into a lesser number of Common Shares at any time hereafter and prior to the expiration of an Option, the Company shall deliver to the Optionee at the time of any subsequent exercise of said Option in accordance with the terms hereof in lieu of the number of Common Shares to which the Optionee was theretofore entitled upon such exercise, but for the same aggregate consideration payable therefor, such number of Common Shares as the Optionee would have held as a result of such consolidation if on the record date fixed for the purpose of such consolidation the Optionee had been the registered holder of the number of Common Shares to which the Optionee was theretofore entitled upon such exercise.
- (c) If at any time hereafter and prior to the expiration of an Option, the Common Shares shall be reclassified, reorganized or otherwise changed, otherwise than as specified in paragraphs 17(a) and 17(b) or, subject to the provisions of paragraph 17(d) hereof, the Company shall consolidate, merge or amalgamate with or into another company (the company resulting or continuing from such consolidation, merger or amalgamation being herein called the "Successor Company"), the Optionee shall be entitled to receive upon the subsequent exercise of the said Option in accordance with the terms hereof and shall accept in lieu of the number of Common Shares then subscribed for but for the same aggregate consideration payable therefor, the aggregate number of shares of the appropriate class and/or other securities of the Company or the Successor Company (as the case may be) and/or other consideration from the Company or the Successor Company (as the case may be) that the Optionee would have been entitled to receive as a result of such reclassification, reorganization or other change of shares or, subject to the provisions of paragraph 17(d) hereof, as a result of such consolidation, merger or amalgamation, if on the record date fixed for the purpose of such reclassification, reorganization or other change of shares or the effective date of such

consolidation, merger or amalgamation, as the case may be, the Optionee had been the registered holder of the number of Common Shares to which the Optionee was immediately theretofore entitled upon such exercise.

- (d) In the event the Company enters into a binding agreement to amalgamate, merge or consolidate with or into any other company whose shares are publicly traded, or to liquidate, dissolve or wind-up, the Company shall have the right, upon written notice thereof to the Optionee, to permit the immediate exercise of the Optionee's Option within the fifteen (15) day period next following the date of such notice and to determine that upon the expiration of such fifteen (15) day period, all rights of the Optionee to the Option or to exercise same (to the extent not theretofore exercised) shall *ipso facto* terminate and cease to be of any further force or effect whatsoever.
 - (e) In the event the Company enters into a binding agreement to amalgamate, merge or consolidate with or into any other company whose shares are not publicly traded, and in the further event that Shareholders representing in the aggregate not less than 66 2/3 percent of the issued and outstanding shares of the Company of all classes propose to sell or exchange all of their shares in the Company, the Company shall have the right, upon written notice thereof to the Optionee:
 - (i) to require the immediate exercise of the Optionee's Option within the fifteen (15) day period following the date of such notice, and to determine that upon the expiration of such fifteen (15) day period, all rights of the Optionee to the Option or to exercise same (to the extent not theretofore exercised) shall *ipso facto* terminate and cease to be of any further force or effect whatsoever; or
 - (ii) to determine that the Optionee may retain its Option for exercise on the terms and conditions contemplated by its Option Agreement and this Plan.
18. **Dissolution or Liquidation.** In the event of the proposed dissolution or liquidation of the Company, the Board shall notify each Optionee as soon as practicable prior to the effective date of such proposed transaction. The Board in its discretion may provide for an Optionee to have the right to exercise his or her Option until fifteen (15) days prior to such proposed transaction as to all of the Optioned Shares covered thereby, including Shares as to which the Option would not otherwise be exercisable.
19. **Time of Granting Options.** The date of grant of an Option shall, for all purposes, be the date on which the Board makes the determination granting such Option, or such other date as determined by the Board. Notice of the determination shall be given to each Eligible Person to whom an Option is so granted within a reasonable time after the date of such grant.
20. **Amendment and Termination of the Plan.**
- (a) The Board may amend the Plan or any Option at any time without the consent of the participants providing that such amendment shall

- i. not adversely alter or impair any Option previously granted except as permitted by the provisions of Section 17 hereof
 - ii. be subject to any regulatory approvals including, where required, the approval of the TSX-V; and
 - iii. be subject to shareholder approval where required by law or the requirements of the TSX-V, provided that shareholder approval shall not be required for the following amendments and the Board may make any changes which may include but are not limited to:
 - 1. amendments of a “housekeeping” nature;
 - 2. a change to the vesting provisions of any Option;
 - 3. a change to the termination provisions of any Option that does not entail an extension beyond the original expiration date (as such date may be extended by virtue of Section 12);
 - 4. the introduction of a cashless exercise feature payable in securities whether or not such feature provides for a full deduction of the number of underlying securities from the plan reserve;
 - 5. the addition of a form of financial assistance and any amendment to a financial assistance provisions which is adopted;
 - 6. a change to the eligible participants of the Plan; and
 - 7. the addition of a deferred or restricted share unit or any other provision which results in participants receiving securities while no cash consideration is received by the Company.
- (b) The Board may discontinue the Plan at any time without the consent of the participants provided that such discontinuance shall not adversely alter or impair any Option previously granted.
- (c) **Shareholder Approval.** The Board shall obtain shareholder approval of any Plan amendment to the extent necessary and desirable to comply with applicable laws and the policies of the TSX-V.
- (d) **Effect of Amendment or Termination.** No amendment, alteration, suspension or termination of the Plan shall impair the rights of any Optionee, unless otherwise mutually agreed by the Optionee and the Board, which agreement must be in writing and signed by the Optionee and the Company. Termination of the Plan shall not affect the Board’s ability to exercise the powers granted to it hereunder with respect to Options granted under the Plan prior to the date of such termination.
21. **Inability to Obtain Authority.** The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, shall relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained.

22. **Reservation of Shares.** The Company, during the term of this Plan, shall at all times reserve and keep available such number of Shares as shall be sufficient to satisfy the requirements of the Plan.
23. **Shareholder Approval.** The Plan shall be subject to approval by the shareholders of the Company. No Option may be exercised until such approval has been obtained in accordance with applicable TSX-V policies, and until this Plan has been accepted by the TSX-V in accordance with applicable TSX-V policies.

This Plan was duly adopted and approved by the Board by a resolution dated July 16, 2019.

(s) _____
Secretary

This Plan was duly approved by a Shareholders' resolution dated _____.

(s) _____
Secretary

SCHEDULE "A"

MARTELLO TECHNOLOGIES GROUP INC.

STOCK OPTION AGREEMENT

THIS STOCK OPTION AGREEMENT (the "**Option Agreement**") is made as of the ____ day of _____, 20 ____.

B E T W E E N:

MARTELLO TECHNOLOGIES GROUP INC.

(the "**Company**"), of 110-390 March Road, Kanata, ON K2K 0G7

A N D:

_____ (the "**Optionee**"), of _____

WHEREAS the Company has determined that it is desirable and in its best interests to grant to the Optionee an option to purchase a certain number of common shares of the Company (the "**Shares**") in order to provide the Optionee with an incentive to advance the interests of the Company, all according to the terms and conditions of the Amended and Restated Stock Option Plan of the Company dated as of [XX], 2019 (the "**Plan**") and as set forth herein.

AND WHEREAS all capitalized terms not defined herein shall have the meaning ascribed thereto in the Plan.

NOW THEREFORE the parties hereto agree as follows:

1. Grant of Option

The Company hereby grants to the Optionee an option (the "**Option**") to purchase from the Company, on the terms and subject to the conditions set forth herein, _____ (_____) Shares.

2. Price

The purchase price (the "**Option Price**") for the Shares subject to the Option granted by this Option Agreement is \$_____ per Share. The Option Price shall be paid by cash or cash equivalent acceptable to the Company.

3. Term of Option

The term of the Option shall expire on _____, 20 ____.

4. Exercise of Option

(a) Subject to this Section 4, the Option will vest as follows:

- (i) _____;
- (ii) _____;

provided, however, that all Options will vest in full on a Change of Control.

(b) Procedure for Exercise

An Option shall be deemed exercised when the Company receives: (i) written notice of exercise in accordance with Section 12 hereof from the person entitled to exercise the Option, and (ii) full payment for the Shares with respect to which the Option is exercised. Shares issued upon exercise of an Option shall be issued in the name of the Optionee. Until the Shares are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a shareholder shall exist with respect to the Shares, notwithstanding the exercise of the Option. The Company shall issue (or cause to be issued) Shares promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 13 hereof. An Option may not be exercised for a fraction of a Share.

(c) Termination of Relationship as an Eligible Person

If the Optionee ceases to be an Eligible Person for any reason other than as provided in section 4(d), 4(e) and 4(f) hereof, the Optionee may exercise his Option, to the extent the Option is vested on the date of termination, within a period of ninety (90) days from the date on which the Optionee ceases to be an Eligible Person, but in no event shall the Option be exercised later than the expiration of the term of the Option as set forth in Section 3 hereof. If, after termination, the Optionee does not exercise his vested Option within the time specified in this Section 4(c), the Option shall terminate.

(d) Incapacity of Optionee

If the Optionee ceases to be an Eligible Person as a result of the Optionee's Incapacity, the Optionee (or the Optionee's legal representative(s)) may exercise his Option, to the extent the Option is vested on the Incapacity Date, within a period of ninety (90) days from the Incapacity Date, but in no event shall the Option be exercised later than the expiration of the term of the Option as set forth in Section 3 hereof. If, after the Incapacity Date, the Optionee (or the Optionee's legal representative(s)) does not exercise his vested Option within the time specified in this Section 4(d), the Option shall terminate.

(e) Death of Optionee

If the Optionee dies while still an Eligible Person, the Optionee's legal representative(s) may exercise his Option, to the extent the Option is vested on the Incapacity Date, within a period of twelve (12) months from the date of the Optionee's death, but in no event shall the Option be exercised later than the expiration of the term of the Option as set forth in Section 3 hereof. If, after the date of death, the Optionee's legal representative(s) do(es) not exercise the deceased's vested Option within the time specified in this Section 4(e), the Option shall terminate.

(f) Termination for Cause

Should the Eligible Person's relationship with the Company or Affiliated Entity be terminated for Cause (as defined in the Plan), any Option not yet exercised at the time of the termination shall be terminated and the Shares covered by such Option shall revert to the Plan.

(g) Buyout Provisions

The Company may at any time offer to buy out for payment in cash or Shares an Option previously granted based on such terms and conditions as the Company shall establish and communicate to the Optionee at the time that such offer is made.

5. Non-Transferability of Options

This Option Agreement and the Option granted hereunder may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution and may be exercised, during the lifetime of the Optionee, only by the Optionee.

6. Change of Control

- (a) In the event of a proposed Change of Control, Optionees shall have the right to vote upon such Change of Control. The Options so voted shall be the number of votes equal to the voting rights of the Common Shares exercisable pursuant to each Option.
- (b) Upon a Change of Control, any and all Options held by the Optionee shall be immediately exercisable within a fifteen (15) day period following the Change of Control, unless the Board decides otherwise in its absolute discretion. Upon expiration of such fifteen (15) day period, all rights of the Optionee to the Option or to exercise same (to the extent not theretofore exercised) shall *ipso facto* terminate and cease to have further force or effect whatsoever.

7. Adjustment to Shares Subject to the Option/Amendment of the Option

(a) Subdivisions

In the event of any subdivision or redivision of the Common Shares into a greater number of Common Shares at any time hereafter and prior to the expiration of an Option, the Company shall deliver to the Optionee at the time of any subsequent exercise of the said Option in accordance with the terms hereof in lieu of the number of Common Shares to which the Optionee was theretofore entitled upon such exercise, but for the same aggregate consideration payable therefor, such number of Common Shares as the Optionee would have held as a result of such subdivision or redivision if on the record date fixed for the purpose of such subdivision or redivision the Optionee had been the registered holder of the number of Common Shares to which the Optionee was theretofore entitled upon such exercise.

(b) Consolidations

In the event of any consolidation of the Common Shares into a lesser number of Common Shares at any time hereafter and prior to the expiration of an Option, the Company shall deliver to the Optionee at the time of any subsequent exercise of said Option in accordance with the terms hereof in lieu of the number of Common Shares to which the Optionee was theretofore entitled upon such exercise, but for the same aggregate consideration payable therefor, such number of Common Shares as the Optionee would have held as a result of such consolidation if on the record date fixed for the purpose of such consolidation the Optionee had been the registered holder of the number of Common Shares to which the Optionee was theretofore entitled upon such exercise.

(c) Reclassifications

If at any time hereafter and prior to the expiration of an Option, the Common Shares shall be reclassified, reorganised or otherwise changed, otherwise than as specified in paragraphs 7(a) and 7(b) or, subject to the provisions of paragraph 7(d) hereof, the Company shall consolidate, merge or amalgamate with or into another company (the company resulting or continuing from such consolidation, merger or amalgamation being herein called the "Successor Company"), the Optionee shall be entitled to receive upon the subsequent exercise of the said Option in accordance with the terms hereof and shall accept in lieu of the number of Common Shares then subscribed for but for the same aggregate consideration payable therefor, such aggregate number of shares of the appropriate class and/or other securities of the Company or the Successor Company (as the case may be) and/or other consideration from the Company or the Successor Company (as the case may be) as the Optionee would have been entitled to receive as a result of such reclassification, reorganization or other change of shares or, subject to the provisions of paragraph 7(d) hereof, as a result of such consolidation, merger or amalgamation, if on the record date fixed for the purpose of such reclassification, reorganisation or other change of shares or the effective date of such consolidation, merger or amalgamation, as the case may be, the Optionee had been the registered holder of the number of Common Shares to which the Optionee was immediately theretofore entitled upon such exercise.

(d) Amalgamations

In the event the Company enters into a binding agreement to amalgamate, merge or consolidate with or into any other company whose shares are publicly traded, or to liquidate, dissolve or wind-up, the Company shall have the right, upon written notice thereof to the Optionee, to permit the immediate exercise of the Optionee's Option within the fifteen (15) day period next following the date of such notice and to determine that upon the expiration of such fifteen (15) day period, all rights of the Optionee to the Option or to exercise same (to the extent not theretofore exercised) shall *ipso facto* terminate and cease to be of any further force or effect whatsoever.

(e) Private Company Transaction

In the event the Company enters into a binding agreement to amalgamate, merge or consolidate with or into any other company whose shares are not publicly traded, and in the further event that Shareholders representing in the aggregate not less than 66 2/3 percent of the issued and outstanding shares of the Company of all classes propose to sell or exchange all of their shares in the Company, the Company shall have the right, upon written notice thereof to the Optionee:

- (i) to require the immediate exercise of the Optionee's Option within the fifteen (15) day period following the date of such notice, and to determine that upon the expiration of such fifteen (15) day period, all rights of the Optionee to the Option or to exercise same (to the extent not theretofore exercised) shall *ipso facto* terminate and cease to be of any further force or effect whatsoever; or
- (ii) to determine that the Optionee may retain its Option for exercise on the terms and conditions contemplated by its Option Agreement and this Plan.

8. Dissolution or Liquidation

In the event of the proposed dissolution or liquidation of the Company, the Company shall notify the Optionee as soon as practicable prior to the effective date of such proposed transaction. The Company in its discretion may provide for the Optionee to have the right to exercise his or her Option until fifteen (15) days prior to such transaction as to all of the optioned Shares covered thereby, including Shares as to which the Option would not otherwise be exercisable.

9. Interpretation

In the event that there is any inconsistency between the provisions of this Option Agreement and the Plan, the provisions of the Plan shall govern.

10. Governing Law

This Option Agreement is executed pursuant to, shall be governed by and shall be interpreted in accordance with the laws of the Province of Ontario.

11. Binding Effect

This Option Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, successors, administrators, successors and permitted assigns.

12. Notice

Any notice given by the Optionee to the Company shall be deemed to have been given if mailed, electronically transmitted or delivered to the principal office of the Company. Any notice of the Company to the Optionee shall be in writing and shall be deemed to have been given if mailed, electronically transmitted or delivered to the Optionee at the address specified below.

13. Entire Agreement

This Option Agreement constitutes the entire agreement and supersedes all prior understandings and agreements, written or oral, of the parties hereto with respect to the subject matter hereof. This Option Agreement cannot be waived, amended, discharged or terminated except by a written instrument signed by the Company and the Optionee.

14. Plan

This Option has been granted pursuant to, and is subject to the terms and conditions of the Plan, a copy of which has been delivered to the Optionee, and by signing this Agreement, the Optionee acknowledges receipt thereof.

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

MARTELLO TECHNOLOGIES GROUP INC.

By: _____

OPTIONEE

[NAME]

Address for Notice to Optionee:

EXHIBIT “B”

RSU PLAN

RESTRICTED SHARE UNIT PLAN

1. INTERPRETATION

1.1. Restricted Share Unit Plan

The plan herein described shall be called the "Restricted Share Unit Plan" and is referred to herein, as may be amended from time to time, as the "Plan".

1.2. Definitions

For the purposes of the Plan, unless there is something in the subject matter or context inconsistent therewith the following terms shall have the following meanings:

- (a) "Account" means the account set up on behalf of each Participant in accordance with Section 4.1(b);
- (b) "Applicable Law" means all applicable federal, provincial and foreign laws and any regulations, instruments or orders enacted thereunder, and the rules, regulations and policies of the Stock Exchange;
- (c) "Black Out Period" means a period when a Participant is prohibited from trading in the Company's securities pursuant to the Company's written policies then applicable or a notice in writing to a Participant by a senior officer or Director of the Company;
- (d) "Board" or "Board of Directors" means the Board of Directors of the Company, as constituted from time to time;
- (e) "Change in Control" means (i) the successful completion of a take-over bid in respect of the Company; (ii) the issuance to or acquisition by any person, or group of persons acting jointly or in concert of (A) more than 50% of the outstanding Shares; or (B) more than 33 and 1/3% of the outstanding Shares and the election or appointment by such person or persons of their nominees as a majority of the Board, and (iii) the sale of all or substantially all of the assets of the Company;
- (f) "Company" means Martello Technologies Group Inc. and any successor company thereto;
- (g) "Consultant" has the meaning given to it in NI 45-106;
- (h) "Director" has the meaning given to it in NI 45-106;
- (i) "Disability" means that the Participant becomes physically or mentally disabled to such an extent as to make him or her unable to perform his or her duties normally and adequately for a period totaling six months during a period of 12 consecutive

months. The Board's determination as to whether or not a Participant has incurred a Disability is final and conclusive and binding on all persons;

- (j) "Eligible Person" means, at the Grant Date, any Employee, Executive Officer, Director or Consultant of the Company or of a Related Entity or a Permitted Assign of any such person;
- (k) "Employee" means an employee of the Company;
- (l) "Executive Officer" has the meaning given to it in NI 45-106;
- (m) "Grant Date" means the effective date on which RSUs are awarded to a Participant in accordance with Section 4.5;
- (n) "Insider" means: (i) a Director or senior officer of the Company; (ii) a Director or senior officer of a company that is an Insider or subsidiary of the Company; (iii) a person that beneficially owns or controls, directly or indirectly, Shares carrying more than 10% of the voting rights attached to all outstanding shares of the Company; and (iv) the Company itself if it holds any of its own securities;
- (o) "Market Price" means, with respect to the Shares on a particular date, the price per Share computed on the basis of the closing price of the Shares on the Stock Exchange for the most recent trading day preceding the relevant date; provided that in the event the Market Price would be determined with reference to a period commencing after a fiscal quarter end of the Company and ending prior to the public disclosure of interim financial statements for such quarter (or annual financial statements in the case of the fourth quarter), the calculation of the Market Price will be made with reference to the higher of the last closing price of the Shares on the Stock Exchange for the most recent trading day preceding the relevant date and the fifth trading day immediately following the date of public disclosure of the financial statements for that quarter;
- (p) "NI 45-106" means National Instrument 45-106 - *Prospectus Exemptions* or any successor instrument adopted from time to time by the Canadian Securities Administrators;
- (q) "Participant" means an Eligible Person to whom or which RSUs have been granted;
- (r) "Performance Period" means a period designated by the Board in accordance with Section 3.2 that commences on the designated Grant Date and ends on December 31 of the third calendar year commencing after the Grant Date;
- (s) "Permitted Assign" has the meaning given to it in NI 45-106;
- (t) "Plan Limit" means the maximum number of Shares that are issuable under the Plan in accordance with Section 4.2;

- (u) "Regulatory Approval" means the approval under Applicable Law of the Stock Exchange and any other regulatory authority or governmental agency that may have lawful jurisdiction over the Plan and any RSUs issued hereunder.
- (v) "Related Entity" has the meaning given to it in NI 45-106;
- (w) "RSU Agreement" means an agreement, substantially in the form of the agreement set out in Schedule A, between the Company and a Participant setting out the terms of the RSUs granted to the Participant;
- (x) "Restricted Share Unit" or "RSU" means a unit equivalent to the Market Price of a Share on the date such unit is credited by means of a bookkeeping entry on the books of the Company to a Participant's Account in accordance with the terms and conditions of the Plan;
- (y) "Retirement" means the termination of employment of a Participant on or after age sixty- five (65) or any such other age as determined from time to time by the Company;
- (z) "Securities Act" means the *Securities Act* (Ontario), as amended from time to time;
- (aa) "Share Compensation Arrangement" means any share option, share option plan, employee stock purchase plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Shares to Directors, Executive Officers, Employees or Consultants of the Company;
- (bb) "Shareholder Approval" means approval by the Company shareholders in accordance with the rules of the Stock Exchange;
- (cc) "Shares" means common shares in the capital of the Company;
- (dd) "Stock Exchange" means the Toronto Stock Exchange, the TSXV or any other stock exchange on which the Shares are then listed for trading, as applicable; and
- (ee) "TSXV" means the TSX Venture Exchange.

1.3. Use of Gender and Number

Words importing the singular number only shall include the plural and vice versa and words importing the masculine shall include the feminine.

1.4. Governing Law

The Plan and all matters to which reference is made herein shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

2. ESTABLISHMENT OF THE PLAN

2.1. Establishment and Purpose of the Plan

The purpose of the Plan is to assist and encourage Directors, Executive Officers, Employees and Consultants of the Company and its Related Entities to work towards and participate in the growth and development of the Company and its Related Entities and provide such persons with the opportunity to acquire an ownership interest in the Company.

2.2. Effective Date

The Plan shall be effective as of _____.

2.3. Eligibility

RSUs may be granted hereunder to Eligible Persons from time to time by the Board, subject to the limitations set forth in herein, but may not be granted when that grant would be prohibited by or in breach of Applicable Law or any Black Out Period then in effect.

3. ADMINISTRATION

3.1. Use of Committees

The Board may delegate all or such portion of its powers hereunder as it may determine to a committee of the Board duly appointed for this purpose by the Board and consisting of not less than three members of the Board, either indefinitely or for such period of time as it may specify and thereafter such committee may exercise the powers and discharge the duties of the Board in respect of the Plan so delegated to the same extent as the Board is hereby authorized so to do. If a committee is appointed for this purpose, all references herein to the Board will be deemed to be references to such committee.

3.2. Authority of the Board

The Board shall be responsible for the general administration of the Plan and the proper execution of its provisions, the interpretation of the Plan and the determination of all questions arising hereunder. Subject to the limitations of the Plan, without limiting the generality of the foregoing, the Board has the power and authority to:

- (a) determine which Eligible Persons are to be granted RSUs and the number of RSUs to be issued to those Eligible Persons;
- (b) determine the terms under which such RSUs are granted including, without limitation, those related to the Performance Period, vesting and forfeiture;
- (c) prescribe the form of RSU Agreement with respect to a particular grant of RSUs;

- (d) interpret the Plan and determine all questions arising out of the Plan and any RSUs granted pursuant to the Plan, which interpretations and determinations will be conclusive and binding on the Company and all other affected persons;
- (e) prescribe, amend and rescind rules and procedures relating to the Plan;
- (f) subject to the provisions of the Plan and subject to such additional limitations and restrictions as the Board may impose, delegate to one or more officers of the Company some or all of its authority under the Plan; and
- (g) employ such legal counsel, independent auditors, third party service providers and consultants as it deems desirable for the administration of the Plan and to rely upon any opinion or computation received therefrom.

The Board's guidelines, rules, regulations, interpretations and determinations shall be conclusive and binding upon the Company and all other persons, including, in particular and without limitation, the Participants.

4. GRANT OF RSUs

4.1. RSU Agreement and Account

- (a) Upon the grant of RSUs, the Company will deliver to the Participant an RSU Agreement dated as of the Grant Date, containing the terms of the RSUs and executed by the Company, and upon delivery to the Company of the RSU Agreement executed by the Participant, such Participant will be a participant in the Plan and have the right to receive Shares on the terms set out in the RSU Agreement and in the Plan. Subject to any specific variations approved by the Board, all terms and conditions set out herein will be deemed to be incorporated into and form part of each RSU Agreement made hereunder.
- (b) An account ("Account") shall be maintained by the Company for each Participant and will show the RSUs credited to a Participant from time to time.

4.2. Shares Reserved

The maximum number of Shares which may be reserved for issuance under the Plan at any time shall be 15,000,000 Shares, subject to adjustment under Section 6.1 (the "Plan Limit"). Notwithstanding the above, at no time shall the number of Shares reserved for issuance under the Plan exceed more than 10% of the issued and outstanding Shares to be issued under this Plan and any other stock option plan of the Company in aggregate.

4.3. Status of Terminated RSUs

For purposes of determining the number of Shares that remain available for issuance under the Plan, the number of Shares underlying any grants of RSUs that are surrendered, forfeited, waived, repurchased by the Company and/or cancelled shall be added back to the Plan Limit

and again be available for future grant, whereas the number of Shares underlying any grants of RSUs that are issued shall not be available for future grant.

4.4. Limitations of RSUs to any One Person and to Insiders

- (a) Unless disinterested Shareholder Approval is obtained (or unless permitted otherwise by the rules of the Stock Exchange):
 - (i) the maximum number of Shares which may be reserved for issuance to Insiders under the Plan, together with any other Share Compensation Arrangement, may not exceed 10% of the issued Shares;
 - (ii) the maximum number of RSUs that may be granted to Insiders under the Plan, together with any other Share Compensation Arrangement, within a 12-month period, may not exceed 10% of the issued Shares calculated on the Grant Date; and
 - (iii) the maximum number of RSUs that may be granted to any one Eligible Person under the Plan, together with any other Share Compensation Arrangement, within a 12-month period, may not exceed 5% of the issued Shares calculated on the Grant Date.
- (b) If the Company is subject to the requirements of the TSXV, unless disinterested Shareholder Approval is obtained (or unless permitted otherwise by the rules of the TSXV), the maximum number of RSUs that may be granted to a Consultant, within a 12-month period, may not result in a number of RSUs exceeding 2% of the number of Shares outstanding at the Grant Date.

4.5. Grant and Vesting of RSUs

- (a) For each calendar year ending after the effective date of the Plan, the Board may designate one or more Performance Periods under the Plan. In respect of each such designated Performance Period and subject to the terms of the Plan, the Board may from time to time establish the Grant Date and grant to any Eligible Person one or more RSUs as the Board deems appropriate. It shall be the responsibility of the Company and the Eligible Person to ensure that such Eligible Person is a bona fide Eligible Person.
- (b) The Board shall make all other determinations with respect to the Performance Period as the Board considers in its sole discretion to be necessary or desirable under the Plan, including, without limitation, the date or dates within such Performance Period and such other terms and conditions, if any, on which all or a portion of such RSUs credited to a Participant's Account shall vest (to be set forth in the RSU Agreement), provided that no RSUs may vest when prohibited by or in breach of Applicable Law.
- (c) Notwithstanding any other provision of the Plan, the Board may in its sole and absolute discretion accelerate and/or waive any vesting or other conditions for all or any RSUs for any Participant at any time and from time to time.

- (d) In no circumstances will RSUs credited to a Participant's Account in respect of a Performance Period vest after December 31 of the third calendar year following the Grant Date in respect of such Performance Period. Any RSUs in respect of a Performance Period that are not vested on or before December 31 of the third calendar year following the Grant Date in respect of such RSUs shall be cancelled and no vesting, payment or issuance shall be made under the Plan in respect of such RSUs.

4.6. Third Party Offer

If an offer to purchase all of the outstanding Shares of the Company is made by a third party, the Board may, to the extent permitted by Applicable Law and upon giving each Participant written notice to that effect, effect the acceleration of the vesting of RSUs granted under the Plan. All determinations of the Board under this Section will be final, binding and conclusive for all purposes.

4.7. Change in Control

Upon the occurrence of a Change in Control, all the RSUs at that time outstanding but unvested shall automatically and irrevocably become vested in full.

4.8. Delivery of Shares

- (a) Vested RSUs may be redeemed by a Participant, in whole or in part, at any time prior to the end of the Performance Period, subject to Black Out Periods, upon delivery of a Notice of Redemption to the Corporation in the form attached hereto as Schedule B. Upon receipt by the Company of a Notice of Redemption, the Company shall redeem the RSUs required to be redeemed pursuant to the Plan and the Notice of Redemption by issuing from treasury one Share for each full RSU to be redeemed and making a lump sum cash payment in respect of any partial Restricted Share Unit to be redeemed.
- (b) Notwithstanding Section 4.8(a), all redemptions under this Section 4.8 in respect of RSUs in Participants' Accounts that have vested in respect of a Performance Period shall be redeemed on or before December 31 of the third calendar year following the end of the year in which such RSUs were awarded pursuant to Section 4.5.
- (c) Upon delivery of Shares and/or cash in satisfaction of RSUs, such RSUs shall be cancelled from the Participant's Account.
- (d) If the applicable Redemption Date for RSUs occurs during or within 10 business days of the expiration of a Black Out Period applicable to such Participant, then the Redemption Date for such RSUs shall be extended to the close of business on the tenth business day following the expiration of the Black Out Period.

4.9. Tax and Withholding Tax

Notwithstanding any other provision contained herein, in connection with the exercise of an RSU by a Participant or a Permitted Assign for Shares of the Company pursuant to Section 4.8(a) hereof, as a condition to such exercise (i) the Company shall require such Participant to

pay or cause to be paid to the Company an amount as necessary so as to ensure that the Company is in compliance with the applicable provisions of any federal, provincial or local law relating to the withholding of tax or other required deductions in connection with the exercise of such RSUs (the Source Deductions); or (ii) in the event a Participant does not pay or cause to be paid the amount specified in (i), the Company shall be permitted to engage a broker or other agent on behalf of the Participant or Permitted Assign, at the risk and expense of the Participant, to sell a portion of the underlying Shares issued on the exercise of such RSU through the facilities of the Stock Exchange, and to apply the proceeds received on the sale of such underlying Shares as necessary so as to ensure that the Company is in compliance with the applicable Source Deductions relating to the exercise of such RSUs. In addition, the Company shall be entitled to withhold from any amount payable to a Participant, including the exercise of RSUs for a cash payment pursuant to Section 4.8(a) hereof, and either under this Plan or otherwise, such amount as may be necessary so as to ensure that the Company is in compliance with the applicable Source Deductions relating to the exercise of any RSU.

4.10. Termination of Employment

Unless otherwise determined by the Board, in its sole discretion, or specified in the applicable RSU Agreement:

- (a) upon the voluntary resignation or the termination for cause of a Participant, all of the Participant's RSUs which remain unvested in the Participant's Account shall be forfeited without any entitlement to such Participant. If the Participant has an employment or consulting agreement with the Company, the term "cause" shall include any meaning given to that term in the employment or consulting agreement or, if such term is not defined in such agreement, shall mean any ground which would justify the services of the Participant to be terminated without notice or payment in lieu and/or shall have the meaning given to such term under any Applicable Law; and
- (b) upon the termination without cause, the Disability, the Retirement or death of a Participant, the Participant or the Participant's beneficiary, as the case may be, shall have a number of RSUs become vested in a linear manner equal to the sum for each grant of RSUs of the original number of RSUs granted multiplied by the number of completed months of employment since the Grant Date divided by the number of months required to achieve the full vesting of such grant of RSUs reduced by the actual number of RSUs, if applicable, that have previously become vested in accordance with the Plan. Such vested RSUs shall be settled in accordance with Section 4.8.

4.11. No Compensation for Cancelled RSUs Awards

Section 4.11 applies regardless of whether the Participant received compensation in respect of dismissal or was entitled to a period of notice of termination which would otherwise have permitted a greater portion of the RSUs to vest with the Participant. Except as expressly permitted by the Board and the Plan, all RSUs will cease to vest as at the date upon which the Participant ceases to be an Eligible Person. Participants will not be entitled to any compensation in respect of any part of the RSUs which was not vested.

4.12. Non-Transferability of RSUs

Unless the Board determines otherwise in its sole discretion, a Participant may transfer RSUs to a Permitted Assign, provided that the transfer is permitted by, and is effected in accordance with the then applicable policies of the Stock Exchange; for the avoidance of doubt, if the Company is subject to the requirements of the TSXV and such exchange so requires, RSUs shall be non-assignable and non-transferrable. Upon any such permitted transfer, the transferred RSUs shall be deemed, for purposes of the Plan, to continue to be held by the Participant, and shall continue to be subject to the terms and conditions of the Plan as if the Participant remained the sole holder thereof. The Board may, in its sole discretion, permit transfers of RSUs other than those contemplated by this Section, subject to Applicable Law and the prior approval of the Stock Exchange, if required.

5. AMENDMENT

5.1. Amendments

- (a) The Board reserves the right, in its absolute discretion, to amend, suspend or terminate the Plan, or any portion thereof, at any time without obtaining Shareholder Approval, subject to those provisions of Applicable Law and Regulatory Approval, if any, that require Shareholder Approval. Such amendments may include, without limitation:
 - (i) minor changes of a "house-keeping nature", including, without limitation, any amendment for the purpose of curing any ambiguity, error or omission in the Plan, or to correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan;
 - (ii) amending RSUs under the Plan, including with respect to advancing the date on which any RSU may vest, assignability and the effect of termination of a Participant, provided that such amendment does not adversely alter or impair any RSU previously granted to a Participant without the consent of such Participant;
 - (iii) amendments necessary to comply with the provisions of applicable law or the applicable rules of the Stock Exchange on which the Shares are then listed, including with respect to the treatment of RSUs granted under the Plan;
 - (iv) amendments respecting the administration of the Plan;
 - (v) amendments necessary to suspend or terminate the Plan; provided that such amendment does not adversely alter or impair any RSU previously granted to a Participant without the consent of such Participant; and any other amendment, fundamental or otherwise, not requiring Shareholder Approval under Applicable Law or the applicable rules of the Stock Exchange.
- (b) Notwithstanding the foregoing, the Company will be required to obtain (i) Shareholder Approval for any amendment related to the following (provided that such Shareholder Approval is then a requirement of the Stock Exchange):

- (i) the eligibility of a Participant in the Plan;
 - (ii) removing or exceeding the limits on participation in the Plan;
 - (iii) increasing the Plan Limit; and
 - (iv) granting additional powers to the Board to amend the Plan without Shareholder Approval.
- (c) Any amendment to any provision of the Plan will be subject to any necessary Regulatory Approvals.

5.2. Termination

The Board may terminate the Plan at any time in its absolute discretion. If the Plan is so terminated, no further RSUs shall be granted, but the RSUs then outstanding shall continue in full force and effect in accordance with the provisions of the Plan. For the purposes of this Section 5.2, an amendment does not include an accelerated expiry of an RSU by reason of the fact that a Director, Executive Officer, Employee or Consultant ceases to be a Participant.

6. ADJUSTMENT TO SHARES

6.1. Adjustments

Appropriate adjustments in the number of Shares subject to the Plan, as regards RSUs granted or to be granted and the number of Shares subject to RSUs, will be conclusively determined by the Board to give effect to adjustments in the number of Shares resulting from subdivisions, consolidations, substitutions, or reclassifications of the Shares, the payment of stock dividends by the Company (other than dividends in the ordinary course) or other relevant changes in the capital of the Company or from a proposed merger, amalgamation or other corporate arrangement or reorganization involving the exchange or replacement of Shares of the Company for those in another corporation. Any dispute that arises at any time with respect to any such adjustment will be conclusively determined by the Board, and any such determination will be binding on the Company, the Participant and all other affected parties.

6.2. Further Adjustments

Subject to Section 6.1 and Applicable Law, if, because of a proposed merger, amalgamation or other corporate arrangement or reorganization, the exchange or replacement of Shares of the Company for those in another corporation is imminent, the Board may, in a fair and equitable manner, determine the manner in which all unvested RSUs and rights granted under the Plan will be treated including, without limitation, requiring the acceleration of the time for the vesting of such RSUs and the time for the fulfilment of any conditions or restrictions on such vesting. All determinations of the Board under this Section will be final, binding and conclusive for all purposes.

6.3. Limitations

The grant of RSUs under the Plan will in no way affect the Company's right to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, amalgamate, reorganize, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets or engage in any like transaction.

7. GENERAL

7.1. Unfunded and Unsecured Plan

The Plan shall be unfunded and neither the Company nor any of its Related Entities will secure the Company's obligations under the Plan. To the extent any Participant or his estate holds rights by virtue of an award of Restricted Share Units under the Plan, such rights (unless otherwise determined by the Board) shall be no greater than the rights of an unsecured creditor of the Company.

7.2. Compliance with Legislation

The Plan, the grant and vesting of RSUs hereunder and the Company's obligation to sell and deliver Shares upon vesting of RSUs is subject to Applicable Law and to such Regulatory Approvals as may, in the opinion of counsel to the Company, be required. Each RSU Agreement will contain such provisions as in the opinion of the Board are required to ensure that no Shares are issued on the vesting of an RSU unless the issuance of such Shares will be exempt from all registration, qualification and prospectus requirements of securities laws of any jurisdiction and will be permitted under Applicable Law. The Company shall not be obliged by any provision of the Plan or the grant of any RSU hereunder to issue, sell or transfer Shares in violation of Applicable Law or any condition of any Regulatory Approval. No RSU shall be granted and no Shares issued or sold hereunder where such grant, issue or sale would require registration of the Plan or of Shares under the securities laws of any jurisdiction and any purported grant of any RSU or issue, sale or transfer of Shares hereunder in violation of this provision shall be void. In addition, the Company shall have no obligation to issue any Shares pursuant to the Plan unless such Shares shall have been duly listed, upon official notice of issuance, with the Stock Exchange. Shares issued and sold to Participants pursuant to the vesting of RSUs may be subject to limitations on sale or resale under Applicable Law. In particular, if required by Applicable Law, an RSU Agreement may provide that shareholder approval to the grant of an RSU must be obtained prior to the vesting of the RSU or to the amendment of an RSU Agreement.

7.3. Non-Exclusivity

Nothing contained in the Plan will prevent the Board from adopting other or additional Share Compensation Arrangements, subject to obtaining prior Regulatory Approval and, if required, Shareholder Approval.

7.4. Employment and Services

Nothing contained in the Plan or in any RSU Agreement will confer upon or imply in favour of any Eligible Person or Participant any right with respect to office, employment or provision of services with the Company or of any Related Entity or interfere in any way with the right of the Company or any Related Entity to lawfully terminate the Eligible Person or Participant's office, employment or service at any time pursuant to the arrangements pertaining to same. Participation in the Plan by an Eligible Person will be voluntary.

7.5. Change of Status

Unless otherwise provided for herein or in an RSU Agreement, a change in the status, office, position or duties of a Participant from the status, office, position or duties held by such Participant on the date on which an RSU was granted to such Participant will not result in a change in the terms of such RSU provided that such Participant remains an Eligible Person.

7.6. No Representation or Warranty

The Company makes no representation or warranty as to the future market value of Shares issued in accordance with the provisions of the Plan or to the effect of the Income Tax Act (Canada) or any other taxing statute governing the RSUs or the Shares issued or issuable thereunder or the tax consequences to a Participant. Compliance with Applicable Law as to the disclosure and resale obligations of each Participant is the responsibility of such Participant and not the Company.

7.7. Rights as a Shareholder

Nothing contained in the Plan nor in any RSU granted thereunder shall be deemed to give any Participant any interest or title in or to any 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 with respect to Shares issued following the vesting of RSUs.

7.8. Discretion of Board

The awarding of RSUs to any Eligible Person is a matter to be determined solely in the discretion of the Board. The Plan shall not in any way fetter, limit, obligate, restrict or constrain the Board with regard to the allotment or issue of any Shares or any other securities in the capital of the Company or any of its subsidiaries other than as specifically provided for in the Plan.

7.9. Notices

The form of all communication relating to the Plan shall be in writing and delivered by recognized overnight courier, certified mail, fax or electronic mail to the proper address or, optionally, to any individual personally. Except as otherwise provided in any RSU Agreement, all notices to the Company or the Board shall be addressed to: do the Company at its registered office, Attn: the Chief Financial Officer. All notices to Participants, former Participants, beneficiaries or other persons acting for or on behalf of such persons that are not delivered

personally to an individual shall be addressed to such person by the Company or its designee at the last address for such person maintained in the records of the Board or the Company.

SCHEDULE A — FORM OF RSU AGREEMENT

This RSU Agreement is entered into between Martello Technologies Group Inc. (the "Company") and the Eligible Person named below, pursuant to the Company's Restricted Share Unit Plan (the "Plan"), a copy of which is attached hereto, and confirms that on:

1. _____ (the "Grant Date");
2. _____ (the "Eligible Person");
3. was granted _____ Restricted Share Units ("RSUs"), in accordance with the terms of the Plan;
4. these RSUs will vest as follows:

Number of RSUs	Vesting On
_____	_____
_____	_____
_____	_____

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

5. The performance period for this grant of RSUs commences on the Grant Date and ends at the close of business on December 31, [YEAR] (the "Performance Period").

By signing this agreement, the Participant:

- (a) acknowledges that he or she has read and understands the Plan, agrees with the terms and conditions thereof which shall be deemed to be incorporated into and form part of this RSU Agreement (subject to any specific variations contained in this RSU Agreement);
- (b) acknowledges that he or she is responsible for paying any applicable taxes and withholding taxes arising from the exercise of any RSU, as provided in Section 4.10 of the Plan;
- (c) agrees that an RSU does not carry any voting rights;
- (d) acknowledges that the value of the RSUs granted herein is in C\$ denomination, and such value is not guaranteed;
- (e) recognizes that the value of an RSU upon delivery is subject to stock market fluctuations; and

- (f) recognizes that, at the sole discretion of the Company, the Plan can be administered by a designee of the Company by virtue of paragraph 3.1 of the Plan and any communication from or to the designee shall be deemed to be from or to the Company.

IN WITNESS WHEREOF the Company and the Eligible Person have executed this RSU Agreement as of _____.

By: _____
Name:
Title:

By: _____
Name: Title:

Name of Eligible Person

Signature of Eligible Person

Note to Plan Participants

This Agreement must be signed where indicated and returned to the Company within 30 days of receipt. Failure to acknowledge acceptance of this grant will result in the cancellation of your RSUs.

SCHEDULE B — NOTICE OF REDEMPTION

Martello Technologies Group Inc.
(the "Company")

This Notice of Redemption is made in reference to the Company's Restricted Share Unit Plan (the "Plan").

Participant Information:

Name: _____

Address: _____

Telephone Number: _____

RSU Information:

Date of Grant: _____

of RSUs to be redeemed for Shares: _____

of RSUs to be redeemed for cash : _____

Registration:

The Shares issued in settlement of the vested RSUs, if any, are to be registered in the name of the undersigned and are to be delivered, as directed below:

Name: _____

Address: _____

Acknowledgment:

1. This Notice of Redemption is subject to the terms and conditions of the Plan.
2. RSUs exercised pursuant to this Notice of Redemption will be priced at the Market Price (as defined in the Plan).

Date

Name

Signature