Integrity Gaming Corp.
(formerly Poydras Gaming Finance Corp.)
(the "Company")

Form 51-102F6V

Statement of Executive Compensation – Venture Issuers
(for financial years ended December 31, 2017 and December 31, 2016)

GENERAL

The following information, dated as of June 27, 2018, is provided as required under Form 51-102F6V – *Statement of Executive Compensation,* for Venture Issuers (the "**Form**"), as such term is defined in National Instrument 51-102.

For the purposes of this Statement of Executive Compensation:

"**Company**" means Integrity Gaming Corp.;

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

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

(a) each individual who, in respect of the company, during any part of the most recently completed financial year, served as chief executive officer, including an individual performing functions similar to a chief executive officer;

(b) each individual who, in respect of the company, during any part of the most recently completed financial year, served as chief financial officer, including an individual performing functions similar to a chief financial officer;

(c) in respect of the company and its subsidiaries, the most highly compensated executive officer other than the individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than $150,000;

(d) each individual who would be a named executive officer under paragraph (c) but for the fact that the individual was not an executive officer of the company, and was not acting in a similar capacity, at the end of that financial year.

DIRECTOR AND NAMED EXECUTIVE OFFICER COMPENSATION

Director and NEO Compensation, Excluding Options and Compensation Securities

During financial year ended December 31, 2017, based on the definition above, the NEOs of the Company were: Peter Macy (CEO), Daniel Davila (President), Matthew Dickson (Executive Vice President of Operations), Adam Kniec (CFO) and James Kim (Corporate Secretary). Matthew Dickson resigned as Executive Vice President of Operations on August 31, 2017. The directors of the Company who were not NEOs during the financial year ended December 31, 2017 were David Danziger, Prakash Hariharan, Robert Miodunski, and Kim Oishi. Daniel Davila resigned from the Board and as President on April 30, 2018.

During financial year ended December 31, 2016, based on the definition above, the NEOs of the Company were: Peter Macy (former Chairman and CEO), Daniel Davila (President), Matthew Dickson (Executive Vice President of Operations), Adam Kniec (CFO) and James Kim (Corporate Secretary). The directors of the Company who were not NEOs during the financial year ended December 31, 2016 were David Danziger, Prakash Hariharan, Robert Miodunski, and Kim Oishi.

On January 1, 2018, the Company changed its name from Poydras Gaming Finance Corp. to Integrity Gaming Corp.

The Company is authorized to issue an unlimited number of Common Shares without par value, each carrying the right to one vote. The Company's Common Shares trade on the TSX Venture Exchange under stock symbol "IGAM" . The Company is also listed on the OTCQX under stock symbol "IGAMF".

Share Consolidation

The Company consolidated its common shares effective May 2, 2016, at a ratio of 10 pre consolidation common shares for 1 new post-consolidated common share.

The following table of compensation, excluding options and compensation securities, provides a summary of the compensation paid by the Company to NEOs and directors of the Company for the two completed financial years ended December 31, 2017 and December 31, 2016. Options and compensation securities are disclosed under the heading "**Stock Options and Other Compensation Securities**" in this Form.

Table of Compensation, Excluding Compensation Securities in Financial Years ended December 31, 2017 and December 31, 2016

Table of compensation excluding compensation securities (in US Dollars)							
Name and position	**Year**	**Salary, consulting fee, retainer or commission ($)**	**Bonus ($)** [3]	**Board, committee or meeting fees ($)**	**Value of perquisites ($)**	**Value of all other compensation ($)**	**Total compensation ($)**
Peter Macy CEO and Director[1]	2017 2016	267,239 275,631	- Nil	- Nil	- Nil	- Nil	267,239 275,631
Daniel Davila President and Director[2]	2017 2016	213,766 213,848	- Nil	- Nil	- Nil	- Nil	213,766 213,848
Matthew Dickson Executive Vice President of Operations[3]	2017 2016	103,775 168,025	- Nil	- Nil	- Nil	290,000 Nil	393,775 168,025
Adam Kniec Chief Financial Officer	2017 2016	182,118 164,855	- Nil	- Nil	- Nil	- Nil	182,118 164,855
James Kim Vice President and Corporate Secretary[4]	2017 2016	161,000 73,681	45,000 48,000	- Nil	- Nil	- Nil	206,000 121,681
David Danziger Chairman of the Board and Director	2017 2016	- Nil	- Nil	17,500 28,000	- Nil	- Nil	17,500 28,000
Praksah Hariharan Director	2017 2016	- Nil	- Nil	7,750 Nil	- Nil	- Nil	7,750 Nil
Robert Miodunski Director	2017 2016	- Nil	- Nil	13,000 35,800	- Nil	- Nil	13,000 35,800
Kim Oishi Director	2017 2016	- Nil	- Nil	12,000 29,000	- Nil	- Nil	12,000 29,000

Notes:

(1) Mr. Macy resigned as a director and officer of the Company effective June 25, 2018.

(2) Mr. Davila resigned as a director and officer of the Company on April 30, 2018.

(3) Mr. Dickson resigned as Executive Vice President of Operations of the Company on August 31, 2017. As part of the employee separation agreement, Mr. Dickson was entitled to a $290,000 separation payment.

(4) Mr. Kim commenced employment with the Company on November 3, 2014. He became an officer of the Company on July 18, 2016. Compensation reported in this table is for the period from the date he became an officer of the Company.

(5) Bonuses are reported on accrual basis, in the year they were recorded as a bonus for accounting purposes.

Financial Year ended December 31, 2017

During the financial year ended December 31, 2017:

a) the Company recorded $1,261,605 (2016 - $916,282) of management salaries and accrual of bonuses for the Company's directors and officers and $50,250 (2016 - $92,800) of directors' fees for the Company's directors. Current period management salary expense includes $290,000 of employee separation fees accrued/paid to Matthew Dickson, a former Executive Vice President of Operations of the Company.

b) included in accounts payable and accrued liabilities are $46,360 (December 31, 2016 - $48,000) of accrued management bonus payable, $3,200 (December 31, 2016 - $6,400) of accrued directors' fees payable, $22,958 management salary payable (December 31, 2016 - $Nil) and $240,000 employee separation fees payable (December 31, 2016 - $Nil).

c) *Compensation of Key Management Personnel*

Key management personnel are those persons that have authority and responsibility for planning, directing and controlling the activities of the Company, directly and indirectly. As of December 31, 2017 and 2016, the Company's key management personnel consist of the Company's directors and senior management (Chief Executive Officer, President, Corporate Secretary and Chief Financial Officer). The Company incurred fees and expenses in the normal course of operations in connection with the key management and directors. Details are as follows:

Nature of Transaction	**December 31, 2017**	**December 31, 2016**
Management salaries and bonuses	$1,261,605	$942,291
Directors' fees	$50,250	$92,800
Stock based compensation – options	$71,366	$199,681
Stock based compensation – RSUs	$223,710	$307,484
	$1,606,931	**$1,542,256**

d) *Commitments*

In 2014 and 2015, the Company signed four employment agreements with the Company's senior management for an initial term of between 3 and 5 years. Employment terms include the following commitments:

(i) basic annual compensation between $150,000 and $250,000;

(ii) annual bonus equal to a minimum of 40% and a maximum of 75% of the basic annual compensation, subject to successfully achieving certain goals established by the Company; and

(iii) in case of termination of the employment agreement by the Company without cause, the employee is entitled to receive a severance payment equal to two times basic annual compensation plus two times minimum annual bonus, and all unvested stock options will vest immediately.

The above transactions occurred in the normal course of operations, and are measured at the amount of consideration established and agreed to by the related parties. Refer to "**Employment, Consulting and Management Agreements**" below.

Employment, Consulting and Management Agreements

As of December 31, 2017, the Company had the following employment arrangements with its senior management:

1) On May 9, 2014, the Company signed a consulting agreement with ArkOrion Enterprises Inc., a company controlled by Mr. Adam Kniec, Chief Financial Officer of the Company, for a basic annual compensation of $84,000. On July 1, 2015, Mr. Adam Kniec became an employee of the Company and signed an employment agreement with the Company with the following terms:

   (i) basic annual compensation of CAD$180,000 until December 31, 2015. Effective January 1, 2016, Mr. Adam Kniec's basic annual compensation increased to CAD$210,000, and effective January 1, 2017, Mr. Adam Kniec's basic annual compensation was changed to US$175,000;

(ii) annual bonus equal to a minimum of 40% and a maximum of 70% of the basic annual compensation, subject to successfully achieving certain goals established by the Company;

(iii) in case of termination of the employment agreement by the Corporation without cause, or if the employee resigns for Good Reason (as defined in the employment agreement):

- the employee is entitled to receive a severance payment equal to two times basic annual compensation plus two times minimum annual bonus; and
- all unvested stock options will vest immediately.

2) On May 9, 2014, the Company signed employment agreements with Messrs. Peter Macy and Daniel Davila, for an initial term of 5 years. Mr. Daniel Davila resigned as director and officer of the Company effective April 30, 2018, and on this date his employment agreement was terminated. Mr. Macy resigned as a director and officer of the Company effective June 25, 2018, and on this date his employment agreement will also terminate.

Other than set out above, there is no contract agreement plan or arrangement that provides for payments to the NEOs at, following or in connection with any termination (other than voluntary, involuntary or constructive), resignation, retirement, a change of control of the Company or a change in the NEOs' responsibility.

Stock Options and Other Compensation Securities

<u>Fixed Restricted Share Unit Plan</u>

<u>Share-Based Awards</u>

The Company's fixed restricted share unit plan (the "**Fixed RSU Plan**") was ratified and approved by shareholders at the Company's June 18, 2015 annual and special meeting and was approved by the TSX Venture Exchange. The Fixed RSU Plan is attached as Schedule A to the Company's Management Information Circular to the Company's June 18, 2015 annual and special meeting dated May 21, 2015 which was SEDAR filed on May 25, 2015. The Fixed RSU Plan was designed to provide certain directors, officers and other key employees of the Company and its related entities with the opportunity to acquire restricted share units ("**RSUs**") of the Company in order to enable them to participate in the long-term success of the Company and to promote a greater alignment of their interests with the interests of the Shareholders. The Board (or such other committee the Board may appoint) is responsible for administering the RSU Plan.

The RSU Plan allows the Company to grant RSUs, under and subject to the terms and conditions of the RSU Plan, which may be exercised to purchase up to a maximum of 2,500,000 Shares (post-consolidated). The Company consolidated its common shares effective May 2, 2016, at a ratio of 10 pre consolidation common shares for 1 new post-consolidated common share.

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. Capitalized terms used but not defined in this section of this Form shall have the meanings ascribed thereto in the RSU Plan:

Benefits of the RSU Plan

The RSU Plan is designed to be a long term incentive for the directors, officers and other key employees of the Company. RSUs provides the Board or a committee appointed by the Board with an additional compensation tool which can be used to help retain and attract highly qualified officers and employees and further align the interests of officers and key employees with the interest of the Shareholders. It is intended to promote a greater alignment of interests between the Shareholders of the Company and the officers and key employees by providing an opportunity to participate in increases to the value of the Company.

Nature and Administration of the RSU Plan

All Directors, Officers, Employees, Consultants and Advisors (as defined in the RSU Plan) of the Company and its related entities ("**Eligible Persons**") are eligible to participate in the RSU Plan (as "**RSU Plan Participants**"), though the Company reserves the right to restrict eligibility or otherwise limit the number of persons eligible for participation in the RSU Plan at any time. Eligibility to participate in the RSU Plan does not confer upon any person a right to receive an award of RSUs.

Subject to certain restrictions, the Board or a committee appointed by the Board can, from time to time, award RSUs to Eligible Persons. RSUs will be credited to an account maintained for each RSU Plan Participant on the books of the Company as of the award date. The number of RSUs to be credited to each RSU Plan Participant's account shall be determined at the discretion of the Board and pursuant to the terms of the RSU Plan.

Each award of RSUs vests on the date(s) (each a "**Vesting Date**") that is the later of the Trigger Date (as defined in the RSU Plan) and the date upon which the relevant performance condition or other vesting condition set out in the award has been satisfied, subject to the requirements of the RSU Plan.

Rights and obligations under the RSU Plan can be assigned by the Company to a successor in the business of the Company, any company resulting from any amalgamation, reorganization, combination, merger or arrangement of the Company, or any corporation acquiring all or substantially all of the assets or business of the Company.

Credit for Dividends

An RSU Plan Participant's account will be credited with additional RSUs as of each dividend payment date in respect of which cash dividends are paid on Shares. The number of additional RSUs to be credited to an RSU Plan Participant's account is computed by multiplying the amount of the dividend per Share by the aggregate number of RSUs that were credited to the RSU Plan Participant’s account as of the record date for payment of the dividend, and dividing that number by the Fair Market Value (as defined in the RSU Plan). Note that the Company is not obligated to pay dividends on Shares.

Retirement, Total Disability, Death and Termination Without Cause

Generally, if an RSU Plan Participant's employment or service is terminated, or if the RSU Plan Participate resigns from employment with the Company, then any RSUs credited to him or her under the RSU Plan which have not vested on or before the separation date for the RSU Plan Participant are forfeited, cancelled and terminated without payment.

In the event an RSU Plan Participant is terminated without cause, unvested RSUs will immediately vest on the date of termination. If an RSU Plan Participant's employment or service is terminated (otherwise than without cause), all unvested RSUs are automatically cancelled without compensation. If the RSU Plan Participant enters Retirement (as defined in the RSU Plan), dies, or suffers Total Disability (as defined in the RSU Plan), all unvested RSUs will immediately vest.

Control Change

In the event of a Change of Control (as defined in the RSU Plan), all RSUs credited to an RSU Plan Participant vest on the date on which the Change of Control occurs. Within thirty (30) days after the date on which the Change of Control Occurs, the RSU Plan Participant must receive a payment equal to the number of RSUs that vested on the date of the Change of Control, multiplied by the Fair Market Value on that date.

Adjustments

In the event of any dividend paid in shares, share subdivision, combination or exchange of shares, merger, consolidation, spin-off or other distribution of Company assets to shareholders, or any other change in the capital of the Company affecting Shares, the Board will make adjustments with respect to the number of RSUs outstanding and any proportional adjustments as it, in its discretion, considers appropriate to reflect the change.

Vesting

The Board has the discretion to grant RSUs to Eligible Persons as it determines is appropriate, and can impose conditions on vesting as it sees fit in addition to the Performance Conditions (as defined in the RSU Plan) if any. Vesting occurs on the date set by the Board at the time of the grant or if no date is set then December 31 of the third calendar year following the date of the grant (the “**Trigger Date**”), and the date upon which the relevant Performance Condition or other vesting condition has been satisfied, subject to the limitations of the RSU Plan.

The Board may accelerate the Trigger Date of any RSU at its election.

Limitations under the RSU Plan

Unless disinterested Shareholder Approval is obtained, or unless permitted otherwise by the rules of the Exchange:

(a) the maximum number of Shares which may be reserved for issuance to Insiders, as a group, under the Plan together with any other Share Compensation Arrangement (as defined in the RSU Plan), cannot exceed 10% of the issued Shares;

(b) the maximum number of RSUs that may be granted to Insiders, as a group, under the Plan together with any other Share Compensation Arrangement, within a 12-month period, cannot exceed 10% of the issued Shares calculated on the date of the grant of the RSUs; and

(c) the maximum number of RSUs that can be granted to any one Eligible Person under the Plan, together with any other Share Compensation Arrangement, within a 12-month period, cannot exceed 5% of the issued Shares calculated on the date of the grant of the RSUs.

Amendment or Termination of RSU Plan

The Board may amend or terminate the RSU Plan at any time, but the consent of the RSU Plan Participant is required for any such amendment that adversely affects the rights of the RSU Plan Participant, unless the amendment or termination is required by law. A termination of the RSU Plan will not accelerate the vesting of RSUs or the time which a RSU Plan Participant would otherwise be entitled to receive payment in respect of the RSUs.

<u>Fixed Share Option Plan</u>

<u>Option-Based Awards</u>

The Company's fixed restricted share option plan (the "**Fixed Share Option Plan**") was ratified and approved by the shareholders at the Company's June 18, 2015 annual and special meeting and was approved by the TSX Venture Exchange. The Fixed Share Option Plan is attached as Schedule B to the Company's Management Information Circular to the Company's June 18, 2015 annual and special meeting dated May 21, 2015 which was SEDAR filed on May 25, 2015. Under the Fixed Share Option Plan, a total of 3,300,000 shares of the Company (post-consolidated) are reserved for share incentive options ("**Options**") to be granted at the discretion of the Board to the Company's Directors, Officers, Employees, Management Company Employees, Consultants or Company Consultants (described as Service Providers below). The Company consolidated its common shares effective May 2, 2016, at a ratio of 10 pre consolidation common shares for 1 new post-consolidated common share.

The objective of the Fixed Share Option Plan is to provide for and encourage ownership of common shares of the Company by its directors, officers, key employees and consultants. The Company is of the view that the Fixed Share Option Plan will assist the Company in attracting and maintaining the services of senior executives and other employees and be competitive with option plans of other companies in the Company's industry. The Fixed Share Option Plan was designed to provide certain directors, officers and other key employees of the Company incentive stock options. The Board (or such other committee the Board may appoint) is responsible for the general administration of the Fixed Share Option Plan.

The following is a summary of the material terms of the Fixed Share Option Plan and is qualified by its entirety by the full text of the Fixed Share Option Plan:

(a) <u>Service Provider</u> means a Person who is a bona fide Director, Officer, Employee, Management Company Employee, Consultant or Company Consultant, and also includes a company, 100% of the share capital of which is beneficially owned by one or more Service Providers;

(b) <u>Maximum Plan Shares</u> - The aggregate number of Plan Shares that may be reserved for issuance under the Plan at any point in time is 3,300,000 Fixed Share Option Plan Shares, unless this Fixed Share Option Plan is amended pursuant to the requirements of the TSX Venture Policies.

(c) <u>Limitations on Issue</u> - the following restrictions on issuances of Options are applicable under the Fixed Share Option Plan:

(i) no Service Provider can be granted an Option if that Option would result in the total number of Options, together with all other Share Compensation Arrangements granted to such Service Provider in the previous 12 months, exceeding 5% of the Outstanding Shares, unless the Company has obtained Disinterested Shareholder Approval to do so;

(ii) the aggregate number of Options granted to all Service Providers conducting Investor Relations Activities in any 12-month period cannot exceed 2% of the Outstanding Shares, calculated at the time of grant, without the prior consent of the TSX Venture (or NEX, as the case may be); and

(iii) the aggregate number of Options granted to any one Consultant in any 12-month period cannot exceed 2% of the Outstanding Shares, calculated at the time of grant, without the prior consent of the TSX Venture.

(d) Maximum Percentage to Insiders. The aggregate number of common shares reserved for issuance to insiders of the Company under the Fixed Share Option Plan, together with any other Share Compensation Arrangements, including the Restricted Share Unit Plan, will not exceed 10% of the Company's outstanding share capital.

(e) Maximum Percentage to Insiders within any one year period. The number of common shares issued to insiders of the Company within any one year period, under the Fixed Share Option Plan, together with any other Share Compensation Arrangements, including the Restricted Share Unit Plan, will not exceed 10% of the Company's outstanding share capital.

(f) Exercise Price. The Exercise Price of an Option will be set by the Board at the time such Option is allocated under the Fixed Share Option Plan, and cannot be less than the Discounted Market Price. Discounted Market Price has the meaning assigned by Policy 1.1 of the TSX Venture Policies;

(g) Vesting of Options. Vesting of Options shall be at the discretion of the Board and, with respect to any particular Options granted under the Fixed Share Option Plan, in the absence of a vesting schedule being specified at the time of grant, all such Options shall vest immediately. Where applicable, vesting of Options will generally be subject to:

(i) the Service Provider remaining employed by or continuing to provide services to the Company or any of its Affiliates as well as, at the discretion of the Board, achieving certain milestones which may be defined by the Board from time to time or receiving a satisfactory performance review by the Company or any of its Affiliates during the vesting period; or

(ii) the Service Provider remaining as a Director of the Company or any of its Affiliates during the vesting period.

(h) Vesting of Options Granted to Consultants Conducting Investor Relations Activities - Options granted to Consultants conducting Investor Relations Activities will vest:

(i) over a period of not less than 12 months as to 25% on the date that is three months from the date of grant, and a further 25% on each successive date that is three months from the date of the previous vesting; or

(ii) such longer vesting period as the Board may determine

(i) Term of Option - An Option can be exercisable for a maximum of 10 years from the Effective Date.

(j) Expiry Date Options may be exercised after the Service Provider has left his/her employ/office or has been advised by the Company that his/her services are no longer required or his/her service contract has expired, until the term applicable to such Options expires, except as follows:

(i) in the case of the death of an Optionee, any vested Option held by him at the date of death will become exercisable by the Optionee's lawful personal representatives, heirs or executors until the earlier of one year after the date of death of such Optionee and the date of expiration of the term otherwise applicable to such Option;

(ii) an Option granted to any Service Provider will expire 90 days (or such other time, not to exceed one year, as shall be determined by the Board as at the date of grant or agreed to by the Board and the Optionee at any time prior to expiry of the Option) after the date the Optionee ceases to be employed by or provide services to the Company, and only to the extent that such Option was vested at the date the Optionee ceased to be so employed by or to provide services to the Company; and

(iii) in the case of an Optionee being dismissed from employment or service for cause, such Optionee's Options, whether or not vested at the date of dismissal will immediately terminate without right to exercise same.

(k) Assignability of Options - all Options will be exercisable only by the Optionee to whom they are granted and will not be assignable or transferable.

Amendment of the Plan by the Board of Directors

Subject to the requirements of the TSX Venture Policies and the prior receipt of any necessary Regulatory Approval, the Board may in its absolute discretion, amend or modify the Fixed Share Option Plan or any granted as follows:

(a) it may make amendments which are of a typographical, grammatical or clerical nature only;

(b) it may change the vesting provisions of an Option granted hereunder, subject to prior written approval of the TSX Venture, if applicable;

(c) it may change the termination provision of an Option granted hereunder which does not entail an extension beyond the original Expiry Date of such Option;

(d) it may make amendments necessary as a result in changes in securities laws applicable to the Company;

(e) if the Company becomes listed or quoted on a stock exchange or stock market senior to the TSX Venture, it may make such amendments as may be required by the policies of such senior stock exchange or stock market; and

(f) it may make such amendments as reduce, and do not increase, the benefits of this Fixed Share Option Plan to Service Providers.

Amendments Requiring Disinterested Shareholder Approval

The Company will be required to obtain Disinterested Shareholder Approval prior to any of the following actions becoming effective:

(a) the Fixed Share Option Plan, together with all of the Company's other previous Share Compensation Arrangements, could result at any time in:

(i) the aggregate number of Common Shares reserved for issuance under Options granted to Insiders exceeding 10% of the Outstanding Shares in the event that this Plan is amended to reserve for issuance more than 10% of the Outstanding Shares;

(ii) the number of Optioned Shares issued to Insiders within a one-year period exceeding 10% of the Outstanding Shares in the event that this Fixed Share Option Plan is amended to reserve for issuance more than 10% of the Outstanding Shares; or,

(iii) the issuance to any one Optionee, within a 12-month period, of a number of Common Shares exceeding 5% of the Outstanding Shares; or

(b) any reduction in the Exercise Price of an Option previously granted to an Insider.

(l) Take Over Bid - If a Take Over Bid is made to the shareholders generally then the Company shall immediately upon receipt of notice of the Take Over Bid, notify each Optionee currently holding an Option of the Take Over Bid, with full particulars thereof whereupon such Option may, notwithstanding any vesting requirements set out in the Option Commitment, be immediately exercised in whole or in part by the Optionee, subject to approval of the TSX Venture (or the NEX, as the case may be) for vesting requirements imposed by the TSX Venture Policies.

(m) Black-Out Period - The Fixed Share Option Plan also contains a "black-out" provision. Should the Expiry Date for an Option fall within a Blackout Period, or within nine (9) Business Days following the expiration of a Blackout Period, such Expiry Date shall, subject to approval of the TSX Venture (or the NEX, as the case may be), 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 Expiry Date for such Option for all purposes under the Plan. Notwithstanding provisions in the Fixed Share Option Plan, the tenth Business Day period referred to in this Fixed Share Option Plan may not be extended by the Board.

Outstanding Compensation Securities

The following table sets forth incentive stock options pursuant to the Company's fixed share option plan (option-based awards) and restricted share units (share-based awards) granted to each director and named executive officer by the Company during the financial year ended December 31, 2017:

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**(2)	**Issue, conversion or exercise price (CAD$)**	**Closing price of security or underlying security on date of grant (CAD$)**	**Closing price of security or underlying security at year end (CAD$)**(3)	**Expiry date**(2)
Peter Macy former Chairman, CEO and Director(4)	RSUs	170,000 (8.50%)	2017-04-21	n/a	0.50	0.245	2020-04-30
Daniel Davila former President and former Director(5)	RSUs	130,000 (6.50%)	2017-04-21	n/a	0.50	0.245	2020-04-30
Matthew Dickson former Executive Vice President Operations(6)	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Adam Kniec Chief Financial Officer(7)	RSUs	120,000 (6.00%)	2017-04-21	n/a	0.50	0.245	2020-04-30
James Kim Corporate Secretary(8)	RSUs	50,000 (2.50%)	2017-04-21	n/a	0.50	0.245	2020-04-30
David Danziger Chairman(9)	Stock Options	50,000 (2.66%)	2017-04-26	0.55	0.55	0.245	2022-04-26
Praksah Hariharan Director(10)	Stock Options	40,000 (2.13%)	2017-04-26	0.55	0.55	0.245	2022-04-26
Robert Miodunski Director(11)	Stock Options	40,000 (2.13%)	2017-04-26	0.55	0.55	0.245	2022-04-26

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** (2)	**Issue, conversion or exercise price (CAD$)**	**Closing price of security or underlying security on date of grant (CAD$)**	**Closing price of security or underlying security at year end (CAD$)**(3)	**Expiry date** (2)
Kim Oishi Director(12)	Stock Options	40,000 (2.13%)	2017-04-26	0.55	0.55	0.245	2022-04-26

Notes:

(1) Percentage of class represents % of compensation securities granted over the total number of compensation securities of the Issuer outstanding as of December 31, 2017. As of December 31, 2017, the Issuer had 1,880,000 stock options outstanding and 2,000,000 RSUs outstanding.

(2) Date format is YYYY-MM-DD.

(3) Closing price of the Issuers common stock as at December 29, 2017.

(4) As of December 31, 2017, Mr. Macy held a total of 300,000 incentive stock options at an exercise price of C$2.50, expiring on May 9, 2019. As of December 31, 2017, Mr. Macy held a total of 595,000 RSUs that vest under certain conditions (175,000 expiring on December 31, 2018, 250,000 expiring on April 30, 2019, and 170,000 expiring on April 30, 2020). Out of 350,000 RSUs originally expiring on December 31, 2018, 175,000 have vested in 2017 and were exercised on April 21, 2017. Mr. Macy resigned as CEO and Director of the Company effective June 25, 2018.

(5) As of December 31, 2017, Mr. Davila held a total of 250,000 incentive stock options at an exercise price of C$2.50, expiring on May 9, 2019. As of December 31, 2017, Mr. Davila held a total of 455,000 RSUs that vest under certain conditions (125,000 expiring on December 31, 2018, 200,000 expiring on April 30, 2019, and 130,000 expiring on April 30, 2020). Out of 250,000 RSUs originally expiring on December 31, 2018, 125,000 have vested in 2017 and were exercised on April 21, 2017. On April 30, 2018, Mr. Davila resigned from his positions as President and Director and he forfeited all of his 455,000 unvested RSUs. Mr. Davila's 250,000 incentive stock options will expire on July 29, 2018. Mr. Davila resigned as President and Director of the Company on April 30, 2018.

(6) As of December 31, 2017, Mr. Dickson held a total of 125,000 RSUs that vest under certain conditions (75,000 expiring on December 31, 2018 and 50,000 expiring on April 30, 2019). Out of 150,000 RSUs originally expiring on December 31, 2018, 75,000 have vested in 2017 and were exercised on April 21, 2017. Mr. Dickson resigned as Executive Vice-President of Operations on August 31, 2017.

(7) As of December 31, 2017, Mr. Kniec held a total of 150,000 incentive stock options (75,000 with an exercise price of C$2.50 expiring on May 9, 2019, and 75,000 with an exercise price of C$0.85 expiring on July 20, 2020). As of December 31, 2017, Mr. Kniec held a total of 270,000 RSUs that vest under certain conditions (50,000 expiring on December 31, 2018, 100,000 expiring on April 30, 2019, and 120,000 expiring on April 30, 2020). Out of 100,000 RSUs originally expiring on December 31, 2018, 50,000 have vested in 2017 and were exercised on April 21, 2017.

(8) Mr. Kim commenced employment with the Company on November 3, 2014. He became an officer of the Company on July 18, 2016. Compensation reported in this table is for the period from the date he became an officer of the Company. As of December 31, 2017, Mr. Kim held a total of 75,000 incentive stock options with an exercise price of C$1.00 expiring on May 4, 2020. As of December 31, 2017, Mr. Kim held a total of 175,000 RSUs that vest under certain conditions (25,000 expiring on December 31, 2018, 100,000 expiring on April 30, 2019, and 50,000 expiring on April 30, 2020). Out of 50,000 RSUs originally expiring on December 31, 2018, 25,000 have vested in 2017 and were exercised on April 21, 2017.

(9) As of December 31, 2017, Mr. Danziger held a total of 175,000 incentive stock options (75,000 options with an exercise price of C$0.85 expiring on July 20, 2020, 50,000 stock options with an exercise price of C$0.48 expiring on May 4, 2021, and 50,000 stock options with an exercise price of C$0.55 expiring on April 26, 2022).

(10) As of December 31, 2017, Mr. Hariharan held a total of 175,000 incentive stock options (60,000 options at an exercise price of C$2.50 expiring on May 9, 2019, 35,000 options at an exercise price of C$1.00 expiring on

May 27, 2020, 40,000 stock options at an exercise price of C$0.48 expiring on May 4, 2021, and 40,000 stock options with an exercise price of C$0.55 expiring on April 26, 2022).

(11) As of December 31, 2017, Mr. Miodunski held a total of 175,000 incentive stock options (60,000 options with an exercise price of C$1.00 expiring on May 4, 2020, 25,000 options with an exercise price of C$1.00 expiring on May 27, 2020, 40,000 stock options with an exercise price of C$0.48 expiring on May 4, 2021, and 40,000 stock options with an exercise price of C$0.55 expiring on April 26, 2022).

(12) As of December 31, 2017, Mr. Oishi held a total of 165,000 incentive stock options (60,000 options at an exercise price of C$2.50 expiring on May 9, 2019, 25,000 options at an exercise price of C$1.00 expiring on May 27, 2020, 40,000 stock options at an exercise price of C$0.48 expiring on May 4, 2021, and 40,000 stock options with an exercise price of C$0.55 expiring on April 26, 2022).

Exercise of Compensation Securities by NEOs and Directors

Financial Year Ended December 31, 2017

The below sets out restricted share units exercised by an NEO or a director of the Company during the financial year ended December 31, 2017. There were no stock options exercised by an NEO or a director of the Company during the financial year ended December 31, 2017.

Exercise of Compensation Securities by Directors and NEOs

Name and position	Type of compensation security	Number of underlying securities exercised	Exercise price per security (CAD$)	Date of exercise	Closing price per security on date of exercise (CAD$)	Difference between exercise price and closing price on date of exercise (CAD$)	Total value on exercise date (CAD$)
Peter Macy former Chairman, CEO and Director	RSUs	175,000	Nil	2017-04-21	$0.50	$0.50	$87,500
Daniel Davila former President and former Director	RSUs	125,000	Nil	2017-04-21	$0.50	$0.50	$62,500
Matthew Dickson former Executive Vice President Operations	RSUs	75,000	Nil	2017-04-21	$0.50	$0.50	$37,500
Adam Kniec Chief Financial Officer	RSUs	50,000	Nil	2017-04-21	$0.50	$0.50	$25,000
James Kim Corporate Secretary	RSUs	25,000	Nil	2017-04-21	$0.50	$0.50	$12,500

During the year ended December 31, 2017, 50% of restricted share units granted on August 25, 2015 have vested and were exercised on April 21, 2017.

Oversight and description of Director and Named Executive Officer Compensation

Elements of the Compensation Program

Executive compensation is set to attract and retain the best available talent while efficiently utilizing available resources. The Company compensates executive management with a package typically including a base salary ("Base Salary"), an incentive compensation plan ("Incentive Compensation") and equity compensation (the "Equity Compensation") designed to be competitive with comparable employers. In considering executive management's compensation, the Board takes into consideration the financial condition of the Company. The Base Salary is set in comparison to the comparable positions in the market and in the industry, the Incentive Compensation is used as a short-term incentive to achieve Company objectives, and the Equity Compensation is designed to allow the participants to enjoy the benefits of any increase in company valuation and share price, should such an increase occur. Executive compensation is designed to reward activities and achievements that are aligned with the long-term interests of the Company's shareholders.

The Base Salary, Incentive Compensation and Equity Compensation for the Company's NEOs, including the CEO and the CFO is determined by the Company's Compensation Committee. The Compensation Committee sets the compensation of the NEOs using generally available market data and their combined industry experience. The Compensation Committee delegates to the NEOs the responsibility to set the compensation packages for all other senior management and staff.

The Compensation Committee is responsible for executive and director compensation, including reviewing and recommending director compensation, overseeing the Company's base compensation structure and equity-based compensation program, recommending compensation of the Company's officers and employees, and evaluating the performance of officers generally and in light of annual goals and objectives.

The Compensation Committee also assumes responsibility for reviewing and monitoring the long-range compensation strategy for the Company's senior management. The compensation committee reviews the compensation of senior management on an annual basis taking into account compensation paid by other issuers of similar size and activity.

Philosophy and Objectives

The compensation program for the senior management of the Company is designed within this context with a view that the level and form of compensation achieves certain objectives, including:

(a) attracting and retaining qualified executives;

(b) motivating the short and long-term performance of these executives; and

(c) better aligning their interests with those of the Company's shareholders.

In compensating its senior management, the Company has employed a combination of base salary and equity participation through its share option plan. Recommendations for senior management compensation are presented to the Board for review.

Base Salary or Consulting Fees

Base salary ranges for the executive officers were initially determined upon a review of companies within the gaming industry, which were of the same size as the Company, at the same stage of development as the Company and considered comparable to the Company.

In determining the base salary of an executive officer, the Board considers the following factors:

(a) the particular responsibilities related to the position;

(b) salaries paid by other companies in the gaming industry which were similar in size as the Company;

(c) the experience level of the executive officer;

(d) the amount of time and commitment which the executive officer devotes to the Company; and

(e) the executive officer's overall performance and performance in relation to the achievement of corporate milestones and objectives.

In the Company's view, paying base salaries which are reasonable in relation to the level of service expected while remaining competitive in the markets in which the Company operates is a first step to attracting and retaining qualified and effective executives.

Commencing with Q4 2017, the Company's independent directors are being compensated on quarterly basis as follows:

a) each director is entitled to receive a basic quarterly fee of U$6,250

b) the Chairman of the Board is entitled to receive a quarterly fee of U$6,250

c) the Chairman of the Audit Committee is entitled to receive a quarterly fee of U$1,500

d) the Chairman of the Compensation Committee is entitled to receive a quarterly fee of U$750

e) the Chairman of the Corporate Governance Committee is entitled to receive a quarterly fee of U$750

Included in the compensation of independent Directors are Special Committee meeting fees. The Special Committee was dissolved on October 31, 2017

Bonus Incentive Compensation

The Company's objective is to achieve certain strategic objectives and milestones. The Compensation Committee considers executive bonus compensation dependent upon the Company meeting those strategic objectives and milestones and sufficient cash resources being available for the granting of bonuses. The Board approves executive bonus compensation dependent upon compensation levels based on recommendations of the Compensation Committee. Such recommendations are generally based on information provided by issuers that are similar in size and scope to the Company's operations.

Equity Participation

The Board believes that encouraging its executives and employees to become shareholders is the best way of aligning their interests with those of its shareholders. Equity participation is accomplished through the Company's share option plan. Stock options are granted to executives and employees taking into account a number of factors, including the amount and term of options previously granted, base salary and bonuses and competitive factors. The amounts and terms of options granted are determined by the Board based on recommendations put forward by the Compensation Committee. The Company emphasises the provisions of option grants to maintain executive motivation.

Compensation Review Process

Risks Associated with the Company's Compensation Practices

The Board has assessed the Company's compensation plans and programs for its executive officers to ensure alignment with the Company's business plan and to evaluate the potential risks associated with those plans and programs. The Board has concluded that the compensation policies and practices do not create any risks that are reasonably likely to have a material adverse effect on the Company. The Board considers the risks associated with executive compensation and corporate incentive plans when designing such plans and programs.

The Company's Insider Trading Policy restricts its executive officers or directors from purchasing financial instruments that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by its executive officers or directors. To the knowledge of the Company, none of the executive officers or directors have purchased such financial instruments.

Benefits and Perquisites

The Company does not, as of the date of this Form, offer any benefits or perquisites to its NEOs other than potential grants of incentive stock options as otherwise disclosed and discussed herein.

Pension Plan

The Company has a defined contribution pension plan for certain directors, officers and employees. The Company's pension plan contributions are matching directors', officers' and employees' pension plan contributions up to 4% of their basic salary.