51-102F3
MATERIAL CHANGE REPORT [F]

Item 1 Name and Address of Company

Eight Solutions Inc. (the "Company")
Suite 100, 138 East 7th Avenue
Vancouver, BC V5T 1M6, Canada

Item 2 Date of Material Change

January 26, 2016

Item 3 News Release

A news release was issued on January 26, 2016 via Newswire.

Item 4 Summary of Material Change

The Company announced that it has entered into a loan agreement (the "Agreement") with Neil Murdoch (the "Lender"), a director of the Company, in the amount of $500,000 (the "Loan"). The Loan bears interest of 12% per annum, matures six months from the date of advance and is secured by a general security agreement against the assets of the Company. The Lender may demand repayment of principal and interest any time after March 31, 2016. In connection with entering into the Agreement the Lender will receive a commitment fee equal to 2% of the principal amount. Proceeds from the Loan are intended to be used for general working capital purposes. The Company received the approval of the Agreement and the Loan from the TSX Venture Exchange and the Loan has been advanced to the Company.

Item 5 Full Description of Material Change

The material change is fully described in item 4 above and in the Company's news release which is attached as Schedule "A" and is incorporated herein.

The Loan is a "related party transaction" within the meaning of Multilateral Instrument 61-101 Protection of Minority Security Holders in Special Transactions ("MI 61-101"). The Company is relying on the exemption from the formal valuation requirement in section 5.5(b) of MI 61-101 (as a result of its shares being listed on the TSX Venture Exchange) and the exemption from the minority approval requirement in section in section 5.7(f) of MI 61-101 (as a result of the transaction involving a loan without any equity component).

The following supplementary information is provided in accordance with Section 5.2 of MI 61-101.

(a) a description of the transaction and its material terms:

The Lender agreed to provide the Loan to the Company. The Lender is a director of the Company.

The Loan bears interest at a rate of 12% per annum, matures six months from the date of advance and is secured by a general security agreement against the assets of the Company. Pursuant to the terms of the Agreement the Lender has the right to demand repayment of all obligations under the Agreement at any time commencing March 31, 2016. As consideration for the Lender agreeing to make the Loan to the Company, the Company has agreed to pay the Lender a $10,000 commitment fee on March 31, 2016. The Company is entitled to prepay the Loan at any time and from time to time, without notice, bonus or penalty. The Loan is secured by all of the Company's assets in accordance with the terms of a General Security Agreement between the parties. The Lender also entered into a Pari Passu Agreement with Roderick Armes, a director and officer of the Company with an outstanding $1,000,000 secured loan, pursuant to which both lenders would rank equally with respect to any security granted under their respective loans. The Company intends to use the proceeds of the Loan for working capital purposes.

(b) the purpose and business reasons for the transaction:

The Company wishes to borrow CDN$500,000 pursuant to the Loan for working capital purposes.

(c) the anticipated effect of the transaction on the issuer's business and affairs:

The Loan is intended to increase the Company's working capital.

(d) a description of:

(i) the interest in the transaction of every interested party and of the related parties and associated entities of the interested parties:

The Lender has agreed to loan the Company $500,000. Pursuant to the terms of the loan agreement and promissory note, the Loan will bear interest at a rate of 12% per annum payable on demand and the Loan is secured by all of the Company's assets in accordance with the terms of the General Security Agreement.

(ii) the anticipated effect of the transaction on the percentage of securities of the issuer, or of an affiliated entity of the issuer, beneficially owned or controlled by each person or company referred to in subparagraph (i) for which there would be a material change in that percentage:

Not applicable.

(e) unless this information will be included in another disclosure document for the transaction, a discussion of the review and approval process adopted by the board of directors and the special committee, if any, of the issuer for the transaction, including a discussion of any materially contrary view or abstention by a director and any material disagreement between the board and the special committee:

A resolution of the board of directors was passed on January 18, 2016 approving the terms of the Loan and the General Security Agreement, with the interested director abstaining. No special committee was established in connection with the transaction, and no materially contrary view or abstention was expressed or made by any director.

(f) a summary in accordance with section 6.5 of MI 61-101, of the formal valuation, if any, obtained for the transaction, unless the formal valuation is included in its entirety in the material change report or will be included in its entirety in another disclosure document for the transaction:

Not applicable.

(g) disclosure, in accordance with section 6.8 of MI 61-101, of every prior valuation in respect of the issuer that related to the subject matter of or is otherwise relevant to the transaction:

(i) that has been made in the 24 months before the date of the material change report:

Not applicable.

(ii) the existence of which is known, after reasonable enquiry, to the issuer or to any director or officer of the issuer:

Not applicable.

(h) the general nature and material terms of any agreement entered into by the issuer, or a related party of the issuer, with an interested party or a joint actor with an interested party, in connection with the transaction:

The Loan will bear interest at a rate of 12% per annum payable on demand and be evidenced by the Agreement. Pursuant to the terms of the Agreement, the Lender will not demand repayment of the Loan before March 31, 2016. The Company is entitled to prepay the Loan at any time and from time to time, without notice, bonus or penalty. The Loan is secured by all of the Company's assets in accordance with the terms of the General Security Agreement. The Company intends to use the proceeds of the Loan for working capital purposes.

(i) disclosure of the formal valuation and minority approval exemptions, if any, on which the issuer is relying under sections 5.5 and 5.7 of MI 61-101 respectively, and the facts supporting reliance on the exemptions:

The transaction constitutes a "related party transaction" for the Company under MI 61-101. The Company is relying on an exemption from the formal valuation requirement of MI 61-101 based on the fact that the Company's securities are only listed on the TSX Venture Exchange. The Company is relying on an exemption from the minority approval requirement of MI 61-101 based on the Loan being obtained on reasonable commercial terms and not including an equity component.

As this material change report is being filed less than 21 days before the transaction, there is a requirement under MI 61-101 to explain why the shorter period was reasonable or necessary in the circumstances. In the view of the Company, such shorter period was reasonable and necessary in the circumstances to allow the Company to obtain financing for working capital.

Item 6 Reliance on subsection 7.1(2) of National Instrument 51-102

This report is not being filed on a confidential basis.

Item 7 Omitted Information

Not applicable.

Item 8 Executive Officer

For further information, contact Rory Armes, Chief Executive Officer 604-669-8885.

Item 9 Date of Report

This report is dated at Vancouver, this 2nd day of February, 2016

SCHEDULE “A”
NEWS RELEASE

Eight Solutions Announces Loan from a Director

VANCOUVER BC, January 26, 2016 — Eight Solutions Inc. (TSXV:ES) ("Eight Solutions" or the "Company") announces it has entered into a loan agreement with a director of the Company in the amount of $500,000. The demand loan bears interest of 12% per annum, matures six months from the date of advance and is secured by a general security agreement against the assets of the Company. The lender may demand repayment of principal and interest anytime after March 31, 2016. In connection with entering into the loan agreement the lender will receive a commitment fee equal to 2% of the principal amount. Proceeds from the loan will be used for general working capital purposes. Closing of the loan agreement is subject to receipt of all applicable regulatory and exchange approvals.

The loan is a "related party transaction" within the meaning of Multilateral Instrument 61-101 Protection of Minority Security Holders in Special Transactions ("MI 61-101"). The Company is relying on the exemption from the formal valuation requirement in section 5.5(b) of MI 61-101 (as a result of its shares being listed on the TSX Venture Exchange) and the exemption from the minority approval requirement in section in section 5.7(f) of MI 61-101 (as a result of the transaction involving a loan without any equity component). A material change report will be filed less than 21 days before the closing date of the transaction. This shorter period is reasonable and necessary in the circumstances to allow the Company to obtain financing for working capital.

About Eight Solutions

Eight Solutions is a technology company led by a team of gaming industry veterans. Eight Solutions' flagship product is Cumul8, a data analytics and visualization solution. Cumul8 works with any type of data source to help people and companies understand, collaborate, and make better decisions with data. Eight Solutions' portfolio also includes an award-winning 3D software technology licensed to the film industry; and Reelhouse, a unique video-on-demand platform that allows filmmakers to distribute their content directly to users. For more information, visit www.eightsolutions.com.

On Behalf of the Board of Directors

"Rory Armes"
Rory Armes
Chief Executive Officer and Director

Neither the TSX Venture Exchange nor its Regulation Services Provider (as that term is defined in policies of the TSX Venture Exchange) accepts responsibility for the adequacy or accuracy of this release.

Forward Looking Statements

Except for statements of historical fact, this news release contains certain forward-looking statements within the meaning of applicable securities law. Forward-looking statements are frequently characterized by words such as "plan", "expect", "project", "intend", "believe", "anticipate", "estimate" "can" and other similar words, or statements that certain events or conditions "may" occur. Although Eight Solutions believes that the expectations reflected in the forward-looking statements are reasonable, there can be no assurance that such expectations will prove to be correct. Such forward-looking statements are subject to risks and uncertainties that may cause actual results, performance or developments to differ materially from those contained in the statements. Except as required under applicable securities legislation, the Company undertakes no obligation to publicly update or revise forward-looking information, whether as a result of new information, future events or otherwise.

For more Information, please contact:
Investor Relations
investor.relations@eightsolutions.com
Suite 100, 138 East 7th Avenue
Vancouver, British Columbia, V5T 1M6

Phone: (604) 669-8885
Fax: (604) 669-8855