Datable Technology Corporation
(the "Company")

Form 51-102F6V

STATEMENT OF EXECUTIVE COMPENSATION – VENTURE ISSUERS
(for financial years ended December 31, 2021 and December 31, 2020)

General

The following information, dated as of May 3, 2022, 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 *Continuous Disclosure Obligations*.

For the purposes of this Statement of Executive Compensation:

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

"**NEO**" or "**named executive officer**" 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 ("CEO"), including an individual performing functions similar to a CEO;

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

(c) in respect of 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, for that financial year;

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

The authorized capital of the Company consists of an unlimited number of Common Shares, each carrying the right to one vote.

The Company's Common Shares are listed on the TSX Venture Exchange under stock symbol "DAC". The Company is also listed on the OTCQB under stock symbol "TTMZF".

DIRECTOR AND NAMED EXECUTIVE OFFICER COMPENSATION

Director and NEO Compensation Excluding Options and Compensation Securities

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, 2021 and 2020. Options and compensation securities are disclosed under the heading "**Stock Options and Other Compensation Securities**" of this Form.

During financial year ended December 31, 2021, based on the definition above, the NEOs of the Company were: Kim Oishi, Executive Chairman and director, Robert Craig, President, Chief Executive Officer and director, and Roland Sartorius, Chief Financial Officer and Corporate Secretary.

The Directors of the Company who were not NEOs during the financial year ended December 31, 2021 were: Yucai (Rick) Huang and Adam Kniec.

During financial year ended December 31, 2020, based on the definition above, the NEOs of the Company were: Kim Oishi, Executive Chairman and director, Robert Craig, President, Chief Executive Officer and director, and Roland Sartorius, Chief Financial Officer and Corporate Secretary.

The Directors of the Company who were not NEOs during the financial year ended December 31, 2020 were: Yucai (Rick) Huang and Adam Kniec.

Table of Compensation, Excluding Compensation Securities in Financial Years ended December 31, 2021 and 2020

The below chart indicates compensation to NEOs and a director who was not a NEO for the financial years ended December 31, 2021 and December 31, 2020 (expressed in Canadian dollars):

Table of compensation excluding compensation securities							
Name and position	**Year**	**Salary, consulting fee, retainer or commission ($)**	**Bonus ($)**	**Committee or meeting fees ($)**	**Value of perquisites ($)**	**Value of all other compensation ($)**	**Total compensation ($)**
Robert Craig, CEO and President and Director	2021	240,000	72,000	-	-	-	312,000
	2020	240,000	119,320	-	-	-	359,320
Roland Sartorius, CFO and Corporate Secretary	2021	120,050	-	-	-	-	120,050
	2020	85,833	-	-	-	-	85,833
Kim Oishi, Executive Chairman and Director(1)	2021	180,000	62,000	-	-	-	242,000
	2020	180,000	158,181	-	-	-	338,181
Yucai (Rick) Huang, Director	2021	24,500	-	-	-	-	24,500
	2020	24,500	16,800	-	-	-	41,300
Adam Kniec, Director(4)	2021	24,500	-	-	-	-	24,500
	2020	24,500	11,200	-	-	-	35,700

Notes:
(1) Kim Oishi was appointed Executive Chairman on January 10, 2018
(2) Adam Kniec was appointed as director on August 28, 2019.

Stock Options and Other Compensation Securities

The Company has a fixed share option plan (option-based awards) and a fixed restricted share unit plan (share-based awards) in place. See descriptions of the Fixed Share Option Plan and the Fixed Restricted Share Unit Plan below.

Fixed Share Option Plan (Option-Based Awards)

The Company has a fixed share option plan dated for dated effective May 6, 2015, as last amended and restated on June 15, 2021, which was last approved by shareholders at the Company's July 30, 2021 Annual General and Special meeting (the "Fixed Share Option Plan"). At the Company's July 30, 2021 annual general and special meeting, shareholders approved a total of 10,379,487 common shares to be reserved under the Fixed Share Option Plan for share incentive options ("Options") to be granted at the discretion of the Board to the Company's directors, officers, key employees and consultants, and an amendment to section Maximum Plan Shares under this Plan as set out below. The Fixed Share Option Plan was designed to provide certain directors, officers and other key employees of the Company incentive stock options. The Compensation Committee (or such other committee the Board may appoint) is responsible for administering the Fixed Share Option Plan.

The Fixed Share Option Plan is attached as Schedule "B" to the Information Circular dated June 14, 2021 for the Company's July 30, 2021 Annual and General Special Meeting.

The material terms of the Fixed Share Option Plan are as follows:

(a) Participant means a Service Provider that becomes an Optionee. Service Provider (or Eligible Persons) 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) Maximum Plan Shares. The maximum number of Shares reserved for issuance under this Plan is 10,379,487 subject to adjustment pursuant to the provisions of Section 4.13 of the Fixed Share Option Plan.

(c) Limitations on Issue. The Fixed Share Option Plan does not give any Optionee that is a Director or Officer the right to serve or continue to serve as a Director or Officer of the Company or any Subsidiary nor does it give any Optionee that is an Employee or Consultant the right to be or to continue to be employed with or have a consulting contract with the Company or any Subsidiary.

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 Shares reserved for issuance to insiders of the Company under the Fixed Share Option Plan together with any other Share Compensation Arrangements, including the Fixed 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 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 Fixed 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. The Board may, in its sole discretion, attach a term or condition to a particular Option providing that the Option will vest over a certain period of time or upon the occurrence of certain events. The Board may also, in its sole discretion, attach a term or condition to a particular Option providing that the Option will be exercisable immediately, in full, notwithstanding that it has vesting provisions, upon the occurrence of certain events. Unless otherwise determined by the Board, in its sole discretion, all Options will vest over not less than 36 months (the "Vesting Period") subject to the following additional terms and conditions:

(i) the Options will vest in a linear fashion daily over the Vesting Period, provided the Optionee continues to hold a position with, or be engaged by, the Company. The number of Options vesting daily will equal the total number of Options granted divided by the total number of days comprising the Vesting Period; and

(ii) no Options will vest until the Optionee has completed his or her probation period, if applicable. Upon the completion of the probation period, a portion of the Options will have vested, such portion being equal to the proportion that such probation period constitutes as a percentage of the full Vesting Period. As an example, if the probation period is three months and the Options vest over four years, then on completion of the probation period 3/48ths of the Options will have vested.

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 of an Option will be the date fixed by the Board at the time the particular Option is awarded (the "Expiry Date"), provided that the Expiry Date will be no later than the tenth anniversary of the Award Date of such Option:

(a) Death

In the event that the Optionee should die while his or her Option is outstanding, the Expiry Date for any vested portion or portions of the Option will be the earlier of the Expiry Date and the date that is one year after the date of the Optionee's death. The Expiry Date for any unvested portion of the Option will be the date of the Optionee's death.

(b) Ceasing to be a Director

If the Optionee holds an Option as a Director and the Optionee ceases to be a Director (other than by reason of death), the Expiry Date for any vested portion or portions of the Option will be, unless otherwise provided for in the Option Commitment, the Expiry Date unless the Optionee ceases to be a Director for Cause, in which case the Expiry Date will be the date that the Optionee ceases to be a Director. The Expiry Date for any unvested portion of the Option will be the date that the Optionee ceases to be a Director.

(c) Ceasing to be an Employee or Consultant

If the Optionee holds an Option as an Employee or Consultant and the Optionee ceases to be an Employee or Consultant (other than by reason of death), the Expiry Date for any vested portion or portions of the Option will be, unless otherwise provided for in the Option Commitment, the earlier of the Expiry Date and the 90th day following the Termination Date unless the Optionee ceases to be an Employee or Consultant as a result of Cause, in which case the Expiry Date will be the Termination Date. The Expiry Date for any unvested portion of the Option will be the Termination Date. For greater certainty, if the Company or a Subsidiary gives an Employee or Consultant working notice of termination of employment or the consulting contract or payment in lieu of notice, no further vesting will occur during (i) the working notice period; or (ii) the deemed notice period for which the Employee or Consultant is receiving payment in lieu of notice.

(d) Ceasing to be an Officer

If the Optionee holds an Option as an Officer and the Optionee ceases to be an Officer (other than by reason of death), the Expiry Date for any vested portion or portions of the Option will be, unless otherwise provided for in the Option Commitment, the earlier of the Expiry Date and the 90th day following the date that the Optionee ceases to be an Officer unless the Optionee ceases to be an Officer for Cause, in which case the Expiry Date will be the date that the Optionee ceases to be an Officer. The Expiry Date for any unvested portion of the Option will be the date that the Optionee ceases to be an Officer.

(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 Plan or any Option 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 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 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 Shares exceeding 5% of the Outstanding Shares; or

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

(l) Takeover 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 the provisions set out in the Fixed Share Option Plan or 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 TSXV (or the NEX, as the case may be) for vesting requirements imposed by the TSXV Policies.

(m) Black-Out Period. - The 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 TSXV (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 the provisions in this Fixed Share Option Plan, the tenth Business Day period referred to in this Fixed Share Option Plan may not be extended by the Board.

The Fixed Share Option Plan under which convertible securities can be issued as an additional mechanism to encourage equity participation in the Company by officers and other key employees, which for the purposes of the Fixed RSU Plan (described below) is considered a Share Compensation Arrangement and any grants under the Fixed Share Option Plan would be considered in the limitations under the Fixed RSU Plan listed hereunder.

Fixed Restricted Share Unit Plan (Share-Based Awards)

The Company has a fixed restricted share unit plan dated for dated effective May 6, 2015, as last amended and restated on June 15, 2021 which was last approved by shareholders at the Company's July 30, 2021 Annual General and Special Meeting (the "Fixed RSU Plan"). At the Company's July 30, 2021 annual general meeting, shareholders approved a total of 10,379,487 common shares to be reserved under the Fixed RSU Plan. The maximum number of Shares may be granted by the Company in accordance with this Fixed RSU Plan provided that the number of Shares issuable pursuant to Restricted Share Units outstanding pursuant to the Fixed RSU Plan from time to time shall not exceed 10,379,487.

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 Compensation Committee (or such other committee the Board may appoint) is responsible for administering the Fixed RSU Plan.

The Fixed RSU Plan is attached as Schedule "C" to the Information Circular dated June 14, 2021 for the Company's July 30, 2021 Annual and General Special Meeting.

The following is a summary of the Fixed RSU Plan.

Benefits of the Fixed RSU Plan (*the "RSU Plan"****)***

The RSU Plan is designed to be a long-term incentive for the 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.

Resignation, Termination, Leave of Absence or Death

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), or 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 are automatically cancelled without compensation.

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 1 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 Stock Exchange):

(a) The number of Common Shares which may be reserved for issuance under the Plan shall not exceed 10,379,487 Common Shares, subject to adjustment in accordance with Section 2.9 of the RSU Plan, or such greater number of Common Shares as shall have been duly approved by the Board and by the shareholders of the Company in accordance with the TSXV Policies.

(b) Common Shares in respect of which a Restricted Share Unit is granted under the Plan, but not exercised prior to the termination of such Restricted Share Unit or not vested or delivered prior to the termination of such Restricted Share Unit due to the expiration, termination or lapse of such Restricted Share Unit, shall be available for Restricted Share Units to be granted thereafter pursuant to the provisions of the Plan. All Common Shares issued pursuant to the exercise or the vesting of the Restricted Share Units granted under the Plan shall be so issued as fully paid and non-assessable Common Shares.

(c) If and for so long as the Company's Common Shares are listed on the Exchange, the number of Common Shares which may be issuable to any one Participant pursuant to a single grant under the Plan shall not exceed 1% of the total number of issued and outstanding Common Shares on a non-diluted basis as calculated on the Grant Date.

(d) If and for so long as the Company's Common Shares are listed on the Exchange, the number of Common Shares which may be issuable under the Plan within any twelve-month period to any one Participant, shall not exceed 2% of the total number of issued and outstanding Common Shares on a non-diluted basis as calculated on the Grant Date.

Hold Period

Pursuant to Stock Exchange Policies, where a hold period is applicable, the acknowledgment certificate, a form of which is attached as Schedule "A" to the RSU Plan, will include a legend stipulating that the Award is subject to a four-month hold period commencing from the Grant Date.

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.

Stock Options and Other Compensation Securities

The following table sets forth restricted share units (share-based awards) under the Company's fixed restricted share unit plan awarded to each NEO and a director who was not a NEO during financial year ended December 31, 2021. There were no stock options (option-based awards) under the Company's fixed share option plan granted to an NEO or director who was not an NEO during financial year ended December 31, 2021.

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 ($)**	**Closing price of security or underlying security on date of grant ($)**	**Closing price of security or underlying security at year end ($)**	**Expiry date[2]**
Robert Craig, CEO and President	Stock options[4]	-	-	-	-	-	-
	RSUs	1,100,000 (0.5%)	2021-01-21	N/A	0.095	0.055	2024-01-21
Roland Sartorius, CFO	Stock options[4]	-	-	-	-	-	-
	RSUs	450,000 (0.20%)	2021-01-21	N/A	0.095	0.055	2024-01-21
Kim Oishi, Executive Chairman and Director	Stock options[4]	-	-	-	-	-	-
	RSUs	1,100,000 (0.5%)	2021-01-21	N/A	0.095	0.055	2024-01-21
Yucai (Rick) Huang, Director	Stock options[4]	-	-	-	-	-	-
	RSUs	200,000 (0.10%)	2021-01-21	N/A	0.095	0.055	2024-01-21
Adam Kniec, Director	Stock options[4]	-	-	-	-	-	-
	RSUs	200,000 (0.10%)	2021-01-21	N/A	0.095	0.055	2024-01-21

Notes:

(1) Percentage of class represents % of compensation securities granted over the total number of compensation securities of the Company outstanding as of December 31, 2021.

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

(3) Closing price of the Issuer's common shares as at December 31, 2021.

(4) During the fiscal year ended December 31, 2021, Robert Craig held a total of 400,000 options; Roland Sartorius held 285,000 options; Kim Oishi held 300,000 options; Yucai (Rick) Huang held 180,000 options; and Adam Kniec held 100,000 options.

Exercise of Compensation Securities by NEOs and Directors

The following table sets out each exercise of a share-based award by a NEO or a director who was not a NEO during the fiscal year ended December 31, 2021. There were no exercises of option-based awards during the fiscal year ended December 31, 2021.

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 ($)**	**Total value on exercise date ($)**
Robert Craig, CEO and President	RSUs	1,100,000	-	2021-01-21	$0.095	-	$104,500
Kim Oishi, Director	RSUs	1,100,000	-	2021-01-21	$0.095	-	$104,500
Roland Sartorius, CFO	RSUs	450,000	-	2021-01-21	$0.095	-	$42,750
Yucai (Rick) Huang, Director	RSUs	200,000	-	2021-01-21	$0.095	-	$19,000
Adam Kniec, Director	RSUs	200,000	-	2021-01-21	$0.095	-	$19,000

The following table sets out each exercise of a share-based award by a NEO or a director who was not a NEO during the fiscal year ended December 31, 2020. There were no exercises of option-based awards during the fiscal year ended December 31, 2020.

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 ($)**	**Total value on exercise date ($)**
Robert Craig, CEO and President	RSUs	1,500,000	-	2020-02-20	$0.04	-	$60,000
Kim Oishi, Director	RSUs	1,500,000	-	2020-02-20	$0.04	-	$60,000
Roland Sartorius, CFO	RSUs	450,000	-	2020-02-20	$0.04	-	$18,000
Yucai (Rick) Huang, Director	RSUs	200,000	-	2020-02-20	$0.04	-	$8,000
Adam Kniec, Director	RSUs	200,000	-	2020-02-20	$0.04	-	$8,000

Employment, Consulting and Management Agreements

Consulting Agreement with Kim Oishi

The Company entered into a consulting agreement with Kim Oishi as a director of the Company. On June 15, 2019, the Company amended Mr. Oishi's engagement agreement as Executive Chairman, at a monthly fee of $15,000 plus applicable taxes.

Under the engagement agreement, Kim Oishi's role as Executive Chairman will be to provide the following services: i) mentor the CEO and serve as the point contact between the Board and the CEO; ii) oversee the Audit Committee, the Nominating, Disclosure and Corporate Governance Committee and the Compensation Committee and to serve as a member on each of these Committees; iii) ensure the Company puts in place prudent and appropriate operational controls with respect to financial management and public company disclosure and filing obligations; and iv) work with the CEO on all aspects of the operations at a strategic level including, without limitation, financing and public markets strategy, sales and marketing tactics, technology development and product roadmap, human resource management, compensation plans, and Board and Advisory Board building.

Mr. Oishi is paid a monthly retainer of $15,000 plus applicable taxes during the term of his engagement with the Company. Mr. Oishi is entitled to 90 days' notice of termination.

The Board considers that the fees paid to Kim Oishi are comparable within the industry. The Directors confirm that fees payable under the engagement agreement are fair and reasonable and the agreement was negotiated on an arm's length basis with Kim Oishi and on conventional terms.

Consulting Agreement with Robert Craig

On November 1, 2014, the Company entered into an employment agreement with Robert Craig. Pursuant to the terms of the agreement, Robert Craig will act as the Company's Chief Executive Officer. On November 1, 2017, the Company amended the employment agreement to a consultancy agreement. Pursuant to the amended agreement, the Company will pay Robert Craig a monthly fee of $20,000 plus applicable taxes.

The Board considers that the fees paid to Robert Craig are comparable within the industry based on internal review of CEO compensation. The Directors confirm that fees payable under the employment agreement and the agreement was negotiated on an arm's length basis with Robert Craig and on conventional terms. In the event of termination, Robert Craig is entitled to a maximum of 52 weeks' pay or pay in lieu of notice.

Consulting Agreement with Roland Sartorius

On October 1, 2017, the Company entered into a consulting agreement with Roland Sartorius. Pursuant to the terms of the agreement, Roland Sartorius will act as the Company's Chief Financial Officer and Corporate Secretary. Pursuant to the agreement, the Company will pay Roland Sartorius a fee of $175 per hour plus applicable taxes. Mr. Sartorius is entitled to 30 days' notice of termination.

The Board considers that the fees paid to Roland Sartorius are comparable within the industry. The Directors confirm that fees payable under the consulting agreement are fair and reasonable and the agreement was negotiated on an arm's length basis with Roland Sartorius and on conventional terms.

Other than as set out above, there are presently no management contracts with the Company.

Oversight and Description of Director and NEO Compensation

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.

<u>Philosophy and Objectives</u>

The Company is a small company with limited resources. 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 and restricted share unit plan. Recommendations for senior management compensation are presented to the Board for review.

Equity Participation

The Company 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 and restricted share unit plan. Stock options are granted and restricted share units are awarded to executives and employees taking into account a number of factors, including the amount and term of options previously granted, base salary and competitive factors. The amounts and terms of options granted and restricted share units awarded are determined by the Compensation Committee based on recommendations put forward by the CEO.

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 and reviewing such plans and programs.

The Company has not adopted a policy restricting 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.

Base Salary or Consulting Fees

In the Board'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.

Base salary ranges for the executive officers were initially determined upon a review of companies within the technology industry, which were of the same size 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 technology 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.

Financial years ended December 31, 2021 and 2020

During the financial years ended December 31, 2021 and 2020, compensation of key management personnel and related parties were as follows:

	December 31, 2021	December 31, 2020
	$	$
Remuneration, fees and short-term benefits	1,012,800	1,014,334
Total	**1,012,800**	**1,014,334**

The remuneration, fees and short-term benefits were allocated to cost of sales, general and administrative, sales and marketing, and research and development expenses.

The remuneration, fees and short-term benefits include stock-based compensations granted and consulting fees accrued to the Chief Executive Officer, Chief Financial Officer and the directors of the Company. The consultancy agreements with the Chief Executive Officer and Chief Financial Officer were ratified by the DTC board of directors and are reviewed periodically. For the year ended December 31, 2021, stock-based compensation included in the remuneration to related parties totaled $289,750 (2020 - $154,000) consisting of the fair value of RSUs granted of $289,750 (2020 - $154,000).

During the year ended December 31, 2021, the Company issued nil (2020 – 15,673,400) common shares to related parties for gross proceeds of $nil (2020 - $783,670).

As of December 31, 2021, $83,845 (December 31, 2020 - $8,951) was due to related parties, of which $11,845 (December 31, 2020 – $6,401) has been recorded in trade payables and $72,000 (December 31, 2020 - $2,550) has been recorded in accrued liabilities for unpaid director fees, accrued compensation and travel expenses. The amounts of trade payables, advances and accrued liabilities are unsecured, non-interest bearing with no fixed terms of repayment.

The following table set forth the outstanding balances owed by the Company to related parties of each NEO and a director who was not a NEO as of financial years ended December 31, 2021 and December 31, 2020:

Balances due to Related Parties		
	December 31, 2021	**December 31, 2020**
Name and position	**$**	**$**
Kim Oishi, Director	40,403	2,550
Robert Craig, CEO	36,000	-
Roland Sartorius, CFO	7,442	2,113
Yucai (Rick) Huang, Director	-	2,144
Adam Kniec, Director	-	2,144
Total	**$83,845**	**$8,951**

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.

Hedging by Named Executive Officers or Directors

The Company has not, to date, adopted a policy restricting its executive officers and directors from purchasing financial instruments, including, for greater certainty, prepaid variable forward contracts, equity swaps, collars, or units of exchange funds, which are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by executive officers or directors.

Pension Disclosure

The Company does not have a pension plan that provides for payments or benefits to the NEOs at, following, or in connection with retirement.