

HIRE /

HIRE / Technologies

Notice of
Annual General
and Special
Meeting of
Shareholders

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June 30, 2021

HIRE Technologies Inc.

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NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDER

NOTICE IS HEREBY GIVEN that the annual general and special meeting (the “**Meeting**”) of the holders of common shares (the “**Shareholders**”) of **HIRE TECHNOLOGIES INC.** (the “**Company**”) will be held on June 30, 2021 at 11:30 a.m. (Toronto time).

The Meeting will be held for the following purposes:

1. to receive the audited consolidated financial statements of the Company for the fiscal year ended December 31, 2020 together with the report of the auditor thereon;
2. to reappoint the auditors of the Company to hold office until the close of the next annual meeting of the Shareholders or until a successor is appointed, and to authorize the directors of the Company to fix the remuneration of the auditors;
3. to increase the number of directors of the Company to, and to set the number of directors at, four (4) and elect the directors of the Company;
4. to consider and, if deemed appropriate pass, with or without variation, an ordinary resolution approving the Company’s amended and restated long-term incentive plan;
5. to consider and, if deemed appropriate pass, with or without variation, an ordinary resolution approving an employee share purchase plan for the Company; and
6. to transact such further or other business as may properly come before the Meeting or any adjournment(s) or postponement(s) thereof.

The specific details of the foregoing matters to be put before the Meeting are set forth in the information circular (the “**Circular**”) accompanying this notice.

This notice is accompanied by the Circular, a form of proxy and a supplemental mailing list return card.

Consistent with the latest directives and orders of public health and governmental authorities regarding the COVID-19 pandemic, and in consideration of the health and safety of our communities, Shareholders, employees and other stakeholders, this year’s Meeting will be held in a virtual-only format via live teleconference.

YOU WILL NOT BE ABLE TO ATTEND THE MEETING IN PERSON. ALL SHAREHOLDERS ARE ENCOURAGED TO VOTE IN ADVANCE OF THE MEETING VIA PROXY, VOTING INSTRUCTGION FORM (VIF), TELEPHONE OR INTERNET VOTING WHETHER OR NOT THEY ARE ABLE TO ATTEND THE VIRTUAL MEETING.

The directors of the Company have fixed May 21, 2021 as the record date for the Meeting (the “**Record Date**”). Only Shareholders of record at the close of business on the Record Date are entitled to vote at the Meeting or any adjournment or postponement thereof.

Proxies to be used at the meeting must be completed, dated, signed and returned to Computershare Trust Company of Canada, Proxy Department, at 8th Floor, 100 University Avenue, Toronto, Ontario, Canada, M5J 2Y1 by 11:30 a.m. (Toronto time) on June 28, 2021, or if the Meeting is adjourned or postponed, not less than 48 hours (excluding Saturdays, Sundays and holidays) before the date to which the Meeting is adjourned or postponed.

Non-registered Shareholders who receive these materials through their broker or other intermediary are requested to follow the instructions for voting provided by their broker or intermediary, which may include the completion and delivery of a voting instruction form.

DATED at Toronto, Ontario, this 31st day of May, 2021.

BY ORDER OF THE BOARD OF DIRECTORS

HIRE TECHNOLOGIES INC.

“Sean Cleary”

Sean Cleary
Director

HIRE Technologies Inc.

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MANAGEMENT INFORMATION CIRCULAR

**For the Annual General and Special Meeting to be held on June 30, 2021
(information is as at May 31, 2021, except as indicated)**

GENERAL PROXY INFORMATION & CIRCULAR DISCLOSURE

Solicitation of Proxies

This management information circular (the “Circular”) is being furnished in connection with the solicitation of proxies by the management of HIRE Technologies Inc. (the “Company” or “HIRE”) for use at the annual general and special general meeting (the “Meeting”) of the holders of common shares in the capital of the Company (the “Common Shares” and “Shareholders”, respectively) to be held completely virtually on June 30, 2021, at 11:30 a.m. (Toronto time) for the purposes set forth in the accompanying Notice of Meeting.

The enclosed form of proxy (the “Proxy”) is solicited by Management. The solicitation will be primarily by mail, however, proxies may be solicited personally or by telephone by directors, officers, and employees of the Company, to whom no additional compensation may be paid. The cost of solicitation, if any, will be borne by the Company.

These proxy-related materials are being sent to both Registered Shareholders and Beneficial Shareholders (both as defined below) of the Company. If you are a Beneficial Shareholder and the Company or its agent has sent these materials directly to you, your name and address and information about your holdings of securities have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding on your behalf. In this event, by choosing to send these materials to you directly, the Company (and not the intermediary holding on your behalf) has assumed responsibility for (i) delivering these materials to you; and (ii) executing your proper voting instructions. Please return your voting instructions as specified in the request for voting instructions.

References in this Circular to the Meeting include any adjournment or postponement thereof. Unless otherwise indicated, in this Circular, all references to “\$” are to Canadian dollars.

Consistent with the latest directives and orders of public health and governmental authorities, regarding the COVID-19 pandemic, and in consideration of the health and safety of our communities, Shareholders, employees and other stakeholders, this year’s Meeting will be held in a virtual-only format via live teleconference. **Shareholders will not be able to attend the meeting in person.** Registered shareholders and appointed proxyholders who wish to ask questions or vote at the virtual Meeting must pre-register via the following link prior to the proxy cut off time at 11:30 a.m. (Toronto time) on Monday, June 28, 2021:

<http://services.choruscall.ca/DiamondPassRegistration/register?confirmationNumber=10015096&linkSecurityString=1034c6bfd0>

After pre-registration has been completed, pre-registered Registered Shareholders and duly appointed proxy holders will see on screen a unique PIN they have been assigned and dial-in phone numbers they will use to join the conference call. These details will also be sent to the pre-registered Registered Shareholders and duly appointed proxy holders by email in the form of a calendar booking. It is recommended that they attempt to connect at least ten minutes prior to the scheduled start time of the Meeting.

All other Shareholders and stakeholders can attend the Meeting without pre-registering by dialing the toll free number and asking the operator to join the HIRE Technologies Inc. Annual General and Special Meeting:

Toll free (Canada/U.S.): 1-800- 319-4610
Toll (international): +1-604-638-5340

Registered Shareholders and Beneficial Shareholders are strongly encouraged to vote in advance of the Meeting by depositing proxies or submitting voting instruction forms no later than 11:30 a.m. (Toronto time), on June 28, 2021 (or 24 hours prior to the Meeting if it is postponed or adjourned).

Telephone and Internet voting

Telephone voting can be completed at 1-866-732-8683 Toll Free North America or 1-312-588-4290 International, voting by fax can be sent to 1-866-249-7775 Toll Free North America or 416-263-9524 International and Internet voting can be completed at www.investorvote.com.

THE COMPANY STRONGLY RECOMMENDS THAT SHAREHOLDERS VOTE IN ADVANCE OF THE MEETING BY PROXY, VOTING INSTRUCTION FORM (VIF), TELEPHONE OR INTERNET VOTING, WHETHER OR NOT THEY ARE ABLE TO ATTEND THE VIRTUAL MEETING, TO EASE THE VOTING TABULATION AT THE MEETING BY COMPUTERSHARE TRUST COMPANY OF CANADA.

Please note that non-registered Shareholders who have not duly appointed themselves as proxyholder will be able to attend the Meeting as a guest but will not be able to ask questions or to vote at the Meeting, as the Company and its transfer agent, do not have a record of the non-registered Shareholders, and, as a result, will have no knowledge of their shareholdings or entitlement to vote unless they appoint themselves as proxyholder.

APPOINTMENT OF PROXYHOLDERS

The persons named in the Proxy are representatives of the Company (the “Proxyholders”). **A Shareholder entitled to vote at the Meeting has the right to appoint a person (who need not be a Shareholder) to attend and act on the Shareholder’s behalf at the Meeting other than the persons named in the accompanying form of proxy. To exercise this right, a Shareholder shall strike out the names of the persons named in the accompanying form of proxy and insert the name of the Shareholder’s nominee in the blank space provided or complete another proper form of proxy.**

VOTING BY PROXYHOLDERS

Manner of Voting

The common shares represented by the Proxy will be voted or withheld from voting in accordance with the instructions of the Shareholder and, if the Shareholder specifies a choice on the Proxy with respect to any matter to be acted upon, the shares will be voted accordingly. **In the absence of instructions to the contrary, the Proxyholders intend to vote the common shares represented by each Proxy, properly executed, in favour of the motions proposed to be made at the Meeting and set out in the Notice of Meeting.** The Proxy, when properly signed, confers discretionary authority on the Proxyholder with respect to amendments or variations to the matters identified in the Notice of Meeting and with respect to other matters that may properly be brought before the Meeting. At the time of printing this Circular, Management is not aware that any such amendments, variations or other matters are to be presented for action at the Meeting. However, if any other matters which are not now known to Management should properly come before the Meeting, the proxies hereby solicited will be exercised on such matters in accordance with the best judgment of the Proxyholder.

Revocation of Proxy

A Shareholder who has given a proxy may revoke it at any time before it is exercised. In addition to revocation in any other manner permitted by law, a proxy may be revoked by instrument in writing executed by the Shareholder or by their attorney authorized in writing, or, if the Shareholder is a corporation, it must either be under its common seal or signed by a duly authorized officer and deposited by hand or mail with Computershare at 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1, or by fax within North America at 1-866-249-7775 or outside North America at 1-416-263-9524, at any time up to and including the last business day preceding the day of the Meeting, or any adjournment of it, at which the proxy is to be used, or to the Chairperson of the Meeting on the day of the Meeting or any adjournment of it. A revocation of a proxy does not affect any matter on which a vote has been taken prior to the revocation.

Voting Thresholds Required for Approval

In order to approve a motion proposed at the Meeting, a majority of votes cast will be required (an “**Ordinary Resolution**”) unless the motion requires a special resolution (a “**Special Resolution**”), in which case a majority of not less than two-thirds of the votes cast will be required. In the event a motion proposed at the Meeting requires disinterested Shareholder approval, Common Shares beneficially owned or controlled by any officers and directors of the Company, and any shareholder of the Company who has beneficial ownership of, or control or direction over, directly or indirectly, securities of the Company carrying more than 10% of the voting rights attached to all the Company’s outstanding voting securities, and each of their Associates (as defined by the policies of the TSX Venture Exchange (the “**Exchange**” or “**TSXV**”)) will be excluded from the count of votes cast on such motion.

ADVICE TO REGISTERED SHAREHOLDERS

Shareholders whose names appear on the records of the Company as the registered holders of Common Shares in the capital of the Company (the “**Registered Shareholders**”) may choose to vote by proxy whether or not they are able to attend the virtual Meeting in person.

Registered Shareholders who choose to submit a Proxy may do so by completing, signing, dating and depositing the Proxy with Computershare, at 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1, or by fax within North America at 1-866-249-7775 or outside North America at 1-416-263-9524 not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time of the Meeting or any adjournment thereof. The Proxy may be signed by the Shareholder or by his or her attorney in writing, or, if the Registered Shareholder is a corporation, it must either be under its common seal or signed by a duly authorized officer.

Returning your Proxy Form

To be effective, we must receive your completed proxy form or voting instruction no later than 11:30 a.m. (Toronto time) on Monday, June 28, 2021.

If the Meeting is postponed or adjourned, we must receive your completed form of proxy not less than 48 hours (excluding Saturdays, Sundays and holidays) before any adjourned or postponed Meeting at which the proxy is to be used. Late proxies may be accepted or rejected by the Chairman of the Meeting at his discretion and he is under no obligation to accept or reject a late proxy. The Chairman of the Meeting may waive or extend the proxy cut-off without notice.

ADVICE TO BENEFICIAL SHAREHOLDERS

The information set forth in this section is of significant importance to many Shareholders as a substantial number of Shareholders do not hold Common Shares in their own name.

Shareholders who do not hold their Common Shares in their own name (referred to in this information circular as “**Beneficial Shareholders**”) should note that only proxies deposited by Registered Shareholders whose names appear on the records of the Company as the registered holders of Common Shares can be recognized and acted upon at the Meeting.

If Common Shares are listed in an account statement provided to a Shareholder by an intermediary, such as a brokerage firm, then, in almost all cases, those Common Shares will not be registered in the Shareholder’s name on the records of the Company. Such Common Shares will more likely be registered under the name of the Shareholder’s intermediary or an agent of that intermediary, and consequently the Shareholder will be a Beneficial Shareholder. In Canada, the vast majority of such Common Shares are registered under the name CDS & Co. (being the registration name for the Canadian Depository for Securities, which acts as nominee for many Canadian brokerage firms). The Common Shares held by intermediaries or their agents or nominees can only be voted (for or against resolutions) upon the instructions of the Beneficial Shareholder. Without specific instructions, an intermediary and its agents are prohibited from voting Common Shares for the intermediary’s clients. **Therefore, Beneficial Shareholders should ensure that instructions respecting the voting of their Common Shares are communicated to the appropriate person.**

Although Beneficial Shareholders may not be recognized directly at the Meeting for the purpose of voting Common Shares registered in the name of their broker, agent or nominee, a Beneficial Shareholder may attend the Meeting as a Proxyholder for a Registered Shareholder and vote their Common Shares in that capacity. Beneficial Shareholders who wish to attend the Meeting and indirectly vote their Common Shares as Proxyholder for a Registered Shareholder should contact their broker, agent or nominee well in advance of the Meeting to determine the steps necessary to permit them to indirectly vote their Common Shares as a Proxyholder.

There are two kinds of Beneficial Shareholders, those who object to their name being made known to the issuers of securities which they own (“**OBOs**” for Objecting Beneficial Owners) and those who do not object to the issuers of the securities they own knowing who they are (“**NOBOs**” for Non-Objecting Beneficial Owners).

Non-Objecting Beneficial Owners

Pursuant to National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”) issuers can obtain a list of their NOBOs from intermediaries for distribution of proxy related materials directly to NOBOs. This year, the Company has decided to take advantage of those provisions of NI 54-101 that permit it to directly

deliver proxy-related materials to its NOBOs. As a result, NOBOs can expect to receive a scannable Voting Instruction Form (“VIF”) from our Transfer Agent, Computershare. These VIFs are to be completed and returned to Computershare in the envelope provided or by facsimile. In addition, Computershare provides both telephone voting and internet voting as described on the VIF itself which contains complete instructions. Computershare will tabulate the results of the VIFs received from NOBOs and will provide appropriate instructions at the Meeting with respect to the Common Shares represented by the VIFs they receive.

Objecting Beneficial Owners

Beneficial Shareholders who are OBOs should follow the instructions of their intermediary carefully to ensure that their Common Shares are voted at the Meeting.

Applicable regulatory rules require intermediaries to seek voting instructions from OBOs in advance of Shareholders’ meetings. Every intermediary has its own mailing procedures and provides its own return instructions to clients, which should be carefully followed by OBOs in order to ensure that their Common Shares are voted at the Meeting. The purpose of the form of proxy or voting instruction form provided to an OBO by its broker, agent or nominee is limited to instructing the registered holder of the Common Shares on how to vote such Common Shares on behalf of the OBO.

The form of proxy provided to OBOs by intermediaries will be similar to the Proxy provided to Registered Shareholders. However, its purpose is limited to instructing the intermediary on how to vote your Common Shares on your behalf. The majority of intermediaries now delegate responsibility for obtaining instructions from OBOs to Broadridge Investor Communications (“**Broadridge**”). Broadridge typically supplies voting instruction forms, mails those forms to OBOs, and asks those OBOs to return the forms to Broadridge or follow specific telephonic or other voting procedures. Broadridge then tabulates the results of all instructions received by it and provides appropriate instructions respecting the voting of the Common Shares to be represented at the meeting. **An OBO receiving a voting instruction form from Broadridge cannot use that form to vote Common Shares directly at the Meeting. Instead, the voting instruction form must be returned to Broadridge or the alternate voting procedures must be completed well in advance of the Meeting in order to ensure that such Common Shares are voted.**

The Company does not intend to pay for intermediaries to deliver these securityholder materials to OBOs and, as a result, OBOs will not be sent paper copies unless their intermediary assumes the costs.

INTEREST OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON

Other than as disclosed elsewhere in this Circular, none of the current directors or executive officers, no proposed nominee for election as a director, none of the persons who have been directors or executive officers since the commencement of the last completed financial year and no associate or affiliate of any of the foregoing persons has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting.

RECORD DATE & QUORUM

The board of directors (the “**Board**”) of the Company have fixed the record date for the Meeting at the close of business on May 21, 2021, (the “**Record Date**”). Holders of Common Shares of the Company of record as at the Record Date are entitled to receive notice of the Meeting and to vote at the Meeting and any adjournment or postponement thereof. Under the current articles of the Company, the quorum for the transaction of business at the Meeting consists of at least one Shareholders, present in person or represented by proxy.

VOTING SECURITIES & PRINCIPAL HOLDERS OF VOTING SECURITIES

The authorized capital of the Company consists of an unlimited number of Common Shares without nominal or par value. As at the Record Date, there were 63,315,712 Common Shares issued and outstanding, each carrying the right to one vote.

As at May 31, 2021, to the knowledge of the directors and senior officers of the Company, and based on the Company's review of the records maintained by Computershare Investor Services Inc., electronic filings with System for Electronic Document Analysis and Retrieval (SEDAR) and insider reports filed with System for Electronic Disclosure by Insiders (SEDI), no person or corporation owns, directly or indirectly, or exercises control or direction over, Common Shares carrying more than 10% of the voting rights attached to all outstanding Common Shares of the Company.

HIRE Technologies Inc.

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BUSINESS OF THE MEETING**1. Financial Statements**

At the Meeting, Shareholders will receive and consider the audited financial statements of the Company for the fiscal year ended December 31, 2020 together with the auditor's report thereon. Copies of the financial statements are available for review at www.sedar.com.

2. Appointment of Auditor

PricewaterhouseCoopers LLP was appointed as the auditor of the Company on October 16, 2020. At the Meeting, Shareholders will be asked to pass an ordinary resolution appointing PricewaterhouseCoopers LLP as auditors of the Company until the close of the next annual meeting of Shareholders, and to authorize the directors of the Company to fix their remuneration (the “**Auditor Resolution**”).

In the absence of instructions to the contrary, the Proxyholders intend to vote the Common Shares represented by each Proxy, properly executed, FOR appointing PricewaterhouseCoopers LLP as the Company’s independent auditor for the ensuing year at remuneration to be fixed by the Board.

3. Increase the Number of Directors and Election of Directors

The Board currently consists of three (3) directors. The Articles of the Company set out that the number of directors of the Company will be the greater of three, and the most recently set of (i) the number of directors elected by ordinary resolution and (ii) the number of Directors set in the event that the places of any retiring directors are not filled by election at a meeting of Shareholders.

The Board has determined that it is in the best interest of the Company to increase the number of directors, and set the number of directors at, four (4) and nominate four persons for election as directors of the Company.

In the absence of instructions to the contrary, the Proxyholders intend to vote the Common Shares represented by each Proxy, properly executed, FOR the increase in the number of directors and the election of the nominees named below as directors of the Company. In case any of the following nominees should become unavailable for election for any reason, in the absence of instructions to the contrary, the persons named in the accompanying form of proxy will vote the Common Shares represented thereby in favour of electing the remaining nominees and such other substitute nominees as a majority of the directors of the Company may designate in such event.

The following table sets out the names of the persons proposed to be nominated by management for election as a Director, the province or state and country in which each is ordinarily resident, the positions and offices which each presently holds with the Company, the period of time for which he has been a director of the Company, the respective principal occupations or employment during the past five years and the number of shares of the Company which each beneficially owns, directly or indirectly, or over which control or direction is exercised as of the date of this Circular. Each of the nominees are currently directors of the Company with the exception of Simon Dealy, CEO of the Company. Information concerning such persons, as furnished by the individual nominees, is as follows:

Name of Nominee, Position with Company, Province and Country of Residence	Principal Occupation	Period From Which Nominee Has Been Director	Number of Approximate Voting Securities ⁽¹⁾
Simon Dealy CEO Massachusetts, USA	CEO of HIRE (April 2020 to Present. Officer of HIRE (November 2017 to Present). Pinpoint Bellwether LLC (November 2015 to Present)	November 2017 to July 2019	1,538,462
Hamed Shahbazi ⁽²⁾⁽⁵⁾ Director British Columbia, Canada	Chief Executive Officer and Chairman of WELL Health Technologies Corp. (since May 2018). Founder, Director and Chief Executive Officer of TIO Networks Corp (June 1997- May 2018).	November 2017	2,841,192
Sean Cleary ⁽²⁾⁽³⁾⁽⁴⁾⁽⁵⁾ Director Ontario, Canada	Chairman & Chief Executive Officer of BlackRock Metals Inc. (since 2008)	July 2019	129,000
Jonson Sun ⁽²⁾⁽³⁾⁽⁴⁾⁽⁵⁾⁽⁶⁾ Director Ontario, Canada	Founder and President of GIC Merchant Bank Corp. (June 2017 – Present). COO Gravitas Ilium Corporation (May 2015 – May 2019)	November 2017	5,566,129 ⁽⁶⁾

Notes:

- (1) Voting securities beneficially owned, directly or indirectly, or over which control or direction is exercised.
- (2) Member of the Audit Committee.
- (3) Member of the Compensation Committee.
- (4) Member of the Governance and Nomination Committee.
- (5) Member of the M&A Committee.
- (6) Common Shares held by corporations over which Mr. Sun exercises control.

Simon Dealy Each director elected by the Shareholders will hold office until the next annual meeting of Shareholders, or until his successor is duly elected or appointed, unless: (a) his office is earlier vacated in accordance with the Company articles; or (b) he is disqualified to act as a director. The following are biographies of each proposed nominee as a director of the Company:

Simon Dealy

Simon Dealy is the Chief Executive Officer of the Company. Mr. Dealy is a senior executive with more than 30 years of experience in P&L, operations, finance, strategic planning, M&A, business development and company start-ups across a broad spectrum of industries and multiple countries. Mr. Dealy is the former CEO and Owner of Control Solutions International, a global internal audit provider delivering services across 35 countries. Mr. Dealy sold Control Solutions to become Senior Vice President of Staffing 360 Solutions (NASDAQ:STAF) which he helped build to US\$130 million of revenue in 2013 from zero in 2012. Mr. Dealy has also advised a number of companies in various stages of start-up to maturity. Mr. Dealy earned his Bachelor of Business Banking and Finance from the University of South Australia and his Master of Business Administration from Suffolk University.

Sean Cleary

Sean Cleary is an international business executive with over 30 years of experience in strategic planning, finance, M&A, merchant banking and building companies. Mr. Cleary has held numerous executive and board roles, both private and public, in his career. He co-founded BlackRock Metals as Chairman & CEO and co-developed the BlackRock Project in Quebec alongside government and private equity partners. Prior to this, he co-founded Groupworks Financial which merged to become People Corporation, a former TSXV listed company and where he had the role of Executive Chairman and Vice-President of Corporate Development during its formative years, and which was acquired by Goldman Sachs in 2021. Prior to his role at People Corporation, he was Senior Vice-President with Quest Capital (now Sprott Resource Lending) and Chief Financial Officer of the Caratax Fund, a Canadian mining fund. He holds a Bachelor of Arts degree from Western University and an MBA from the Richard Ivey School of Business.

Hamed Shahbazi

Mr. Shahbazi is a technology focused operator and investor with more than 20 years of experience. Mr. Shahbazi is currently Chairman and CEO of Well Health Technologies Inc. (TSX: WELL). He founded TIO Networks Corp., a former TSXV listed company, which was acquired by PayPal Holdings, Inc. in 2017. Mr. Shahbazi served as the CEO and Chairman of TIO Networks Corp. from its inception in August 1997 until its acquisition in 2017. Mr. Shahbazi owns and operates Impactreneur Capital Corp. which has more than two dozen investments in leading digital content, ehealth, insurtech and other technology inspired companies.

Jonson Sun

Jonson is the founder of GIC Merchant Bank Corp., which has diversified business interests across Canada, the United States, South Africa and the United Arab Emirates. Before founding GIC Merchant Bank, Jonson co-founded Gravitas Iliu Corporation, a diversified financial services holding company with its subsidiaries operating under IIROC, FINRA and EMD registrations. Jonson serves on multiple boards including Emerge Commerce Inc, a company he is the co-founder and Cutler Hometech Group. Jonson is also active in faith-based impact investments as well as non-profit organizations. He serves on the board of Kore Alliance, a non-profit global family alliance, and is a strategic advisor to the Thompson Family Office.

Cease Trade Orders

To the best of management's knowledge, no proposed director of the Company is, or within the 10 years before the date of this Information Circular has been a director, chief executive officer or chief financial officer of any company that:

1. was subject to a cease-trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or
2. was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

Bankruptcies

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

Penalties & Sanctions

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

4. Approval of Long-Term Incentive Plan

Shareholders will be asked to consider and, if thought advisable, pass, with or without variation, an ordinary resolution, or the LTIP Resolution (as defined below), approving and re-confirming the Company's LTIP. The shareholders of the Company approved the Original LTIP (as defined below) at the annual and special general meeting of shareholders of the Company held on October 16, 2020 and in accordance with the policies of the Exchange, the Company's LTIP must be approved and confirmed by shareholders at each annual general meeting.

A brief description of the LTIP is set forth in Schedule "B", Statement of Executive Compensation, under the heading "Long Term Incentive Plan" and is qualified in its entirety by the full text of the LTIP, which will be available for review at the Meeting.

Accordingly, at the Meeting, the Shareholders will be asked to pass the following Ordinary Resolution re-approving the LTIP (the "**LTIP Resolution**"):

"BE IT RESOLVED THAT:

1. the amended and restated long-term incentive plan of the Company, as appended to the management information circular of the Company September 21, 2020 and amended as set forth in the management information circular of the Company dated May 31, 2021 (the "LTIP") is hereby ratified, confirmed and approved;
2. the form of the LTIP may be amended in order to satisfy the requirements or requests of any regulatory authority, without requiring further approval of the shareholders, but subject to the approval of the Exchange; and
3. any director or officer of the Company be and he or she is hereby authorized and directed, for and on behalf of the Company, to execute or cause to be executed, under the seal of the Company or otherwise and to deliver or to cause to be delivered all such other deeds, documents, instruments and assurances and to do or cause to be done all such other acts including making all necessary revisions or amendments to the LTIP as may be required by the TSXV as in the opinion of such director or officer of the Company may be necessary or desirable to carry out the terms of the foregoing resolution, the execution of any such document or the doing of any such other act or thing being conclusive evidence of such determination.

In the absence of instructions to the contrary, the Proxyholders intend to vote the Common Shares represented by each Proxy, properly executed, FOR the LTIP Resolution.

5. Approval of Employee Share Purchase Plan

At the Meeting, disinterested Shareholders of the Company will be asked to consider, and if deemed advisable, to approve, with or without variation, an ordinary resolution, approving an employee share purchase plan (the "**ESPP**"). A copy of the ESPP is attached as Schedule "D" to this Circular. The ESPP will not be implemented unless and until Shareholder approval and any necessary regulatory approval is obtained.

The maximum number of Common Shares which may be issued from treasury under the ESPP is 1,500,000 Common Shares, representing approximately 2.4% of the total number of Common Shares issued and outstanding as of the date of the Information Circular.

The purpose of the ESPP is to advance the long-term interests of the Company by providing employees with the opportunity and incentive, through equity-based compensation, to acquire an ownership interest in the Company, and to promote a greater alignment of interests between employees and shareholders of the Company. The ESPP allows employees and directors of the Company and its subsidiaries to participate in the ESPP (such employees are referred to herein as “**Participants**”).

Each Participant will have the option to contribute, through payroll deductions to the ESPP in each pay period, an amount within a range to be determined by management of between a minimum of 1% of the Participant’s base salary, commission and/or board fees and a maximum of 10% of the Participant’s base salary or commissions and/or board fees and the Company shall match 25% of such contribution. The Company will appoint a third party to administer the ESPP.

Shares will be purchased, in an amount equal to the Participant's contribution (less any requisite statutory withholding), from the Company at the Market Price (as such term is defined in the Exchange Corporate Finance Manual) or through a stock broker on the open market through the facilities of the Exchange at prevailing market prices, and in each case otherwise in accordance with the rules of the Exchange.

No common shares will be issued under the ESPP at any time to any insider if such issuance, together with all of the Company’s previously established or proposed share compensation arrangements, including the ESPP, could result, at any time, in (i) the number of common shares issued to insiders pursuant to the ESPP, together with all other share compensation arrangements, within any one year period exceeding 10% of the issued and outstanding common shares; or (ii) the number of common shares issuable to insiders at any time pursuant to the ESPP and all such other share compensation arrangements exceeding 10% of the issued and outstanding common shares.

The Board may terminate, amend, or modify the ESPP at any time subject to obtaining any necessary approval of any applicable regulatory authority including, without limitation, the Exchange, and if required, Shareholder approval. However, the Board may amend the ESPP without shareholder approval in certain circumstances, including to clarify any provision of the ESPP, to amend provision respecting administration of the ESPP; to implement changes necessary for tax efficiencies, to amend the Participant contribution provisions of the Plan, and to amend the number or percentage of Common Shares contributed by the Company.

At the Meeting, disinterested Shareholders of the Company will be asked to consider, and if deemed advisable, to approve and pass the following resolution (the “**ESPP Resolution**”):

“BE IT RESOLVED AS AN ORDINARY RESOLUTION THAT:

1. the employee share purchase plan (the “**ESPP**”), in substantially the form attached as Schedule “D” to the Company's management information circular dated May 31, 2021, (the “**Information Circular**”) is hereby ratified, confirmed and approved (subject to any amendments as may be required by the TSXV);
2. the form of the ESPP may be amended in order to satisfy the requirements or requests of (i) any regulatory authority; or (ii) legal, tax or other advisors of the Company and any administrator appointed by the Company to the extent such changes are of an administrative nature, in each case without requiring further approval of the shareholders but subject to the approval of the TSXV;
3. any director or officer of the Company be and he or she is hereby authorized and directed, for and on behalf of the Company, to execute or cause to be executed, under the seal of the Company or otherwise and to deliver or to cause to be delivered all such other deeds, documents, instruments and assurances and to do or cause to be done all such other acts including making all necessary revisions or amendments to the ESPP as may be required by the TSXV as in the opinion of such director or officer of the Company may be necessary or desirable to carry out the terms of the foregoing resolution, the execution of any such document or the doing of any such other act or thing being conclusive evidence of such determination; and
4. notwithstanding that this resolution has been approved by the disinterested shareholders of the Company, the board of directors of the Company, in its sole discretion and without the requirement to obtain any further approval from the shareholders of the Company are hereby authorized and empowered to revoke this resolution, at any time before it is acted upon without any further approval of the disinterested shareholders of the Company."

In order to be passed, the ESPP Resolution must be passed by a simple majority of the votes cast in person or by proxy, at the Meeting, of disinterested Shareholders (which for the purposes of this resolution, will exclude the votes attaching to Common Shares beneficially owned or controlled by any officers and directors of the Company, and any shareholder of the Company who has beneficial ownership of, or control or direction over, directly or indirectly, securities of the Company carrying more than 10% of the voting rights attached to all the Company's outstanding voting securities, and each of their Associates (as defined by the policies of the Exchange).

In the absence of instructions to the contrary, the Proxyholders intend to vote the Common Shares represented by each Proxy, properly executed, FOR the ESPP Resolution.

AUDIT COMMITTEE

National Instrument 52-110 - *Audit Committees* ("NI 52-110") requires the Company, as a venture issuer, to make certain disclosure concerning the constitution of its Audit Committee and its relationship with its independent auditor.

Audit Charter

The Audit Committee is governed by an Audit Committee Charter, a copy of which is attached hereto as Schedule "A".

Composition of the Audit Committee

The Company's Audit Committee is currently comprised of three directors, consisting of Sean Cleary (Chair), Hamed Shahbazi and Jonson Sun. Mr. Cleary and Mr. Shahbazi are "independent" as defined in NI 52-110. Mr. Sun is not independent for the purposes of NI 52-110, however, as a venture issuer, the Company is exempt from the Audit Committee composition requirements in NI 52-110 which require all Audit Committee members to be independent. All of the Audit Committee members are "financially literate", as defined in NI 52-110, as all have the industry experience necessary to understand and analyze financial statements of the Company, as well as the understanding of internal controls and procedures necessary for financial reporting.

Relevant Education & Experience

Each member of the Audit Committee has the financial literacy and experience reviewing financial statements at least as complex as those of the Company. In addition to each member's general business experience, the education and experience of each audit committee member that is relevant to the performance of his responsibilities as a member, as provided by the member, is as follows:

Mr. Cleary holds an MBA from the Ivey Business School at Western University where he focused his studies on finance, accounting and business management. Mr. Cleary gained experience and knowledge of accounting principles used by the issuer to prepare its financial statements and to assess the general application of such accounting principles in connection with the accounting for estimates, accruals and provisions, and internal controls and procedures, through his experience as an investment banker in Toronto, plus 12 years in the position of CFO of a public mining fund and through his experience managing audited companies, and acting as director and audit committee member on the corporate boards of public companies.

Mr. Shahbazi earned his Bachelor of Applied Science degree in Civil Engineering from the University of British Columbia in 1997. He has over 20 years of experience in technology with operating, investment and board positions with various companies including TIO Networks (a TSXV company) where he was founder and CEO from inception in August 1997 until its sale to PayPal Holdings Inc. in 2017. Mr. Shahbazi wholly owns and operates Impactrepreneur Capital Corp. which has more than 2 dozen early stage investments in leading digital content, ehealth, insurtech and other technology inspired companies. Mr. Shahbazi has extensive experience in mergers, acquisitions and divestitures as he has been involved with more than 30 transactions that have successfully closed mainly as an operator but also as a key board member.

Mr. Sun earned his Bachelor of Science degree in Mathematics from University of Toronto. He has over 10 years of experience in investments and operations. He is the founder/co-founder of numerous companies including a merchant bank with diversified business interests in Canada, US, Middle East and South Africa; a financial holding companies that oversees sizable clients assets; and an Ecommerce company that has more than 2.4 million active users. Mr. Sun also sits on several boards including Cutler HomeTech Group, Foodie Tech Inc, and Kore Alliance which is a non-profit family office network.

Audit Committee Oversight

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

Reliance on Certain Exemptions

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

Pre-Approval Policies and Procedures

The Audit Committee is required to pre-approve all audit and non-audit services to be performed by the external auditor, together with approval of the engagement letter for all non-audit services and estimated fees thereof. The pre-approval process for non-audit services will also involve a consideration of the potential impact of such services on the independence of the external auditor.

External Auditor Service Fees (By Category)

In the following table, “audit fees” are fees billed by the Company’s external auditor for services provided in auditing the Company’s annual financial statements for the subject year. “Audit-related fees” are fees not included in audit fees that are billed by the auditor for assurance and related services that are reasonably related to the performance of the audit review of the Company’s financial statements. “Tax fees” are fees billed by the auditor for professional services rendered for tax compliance, tax advice and tax planning. “All other fees” are fees billed by the auditor for products and services not included in the foregoing categories.

The aggregate fees billed by the Company’s external auditor in the last two fiscal years, by category, are as follows:

Financial Year Ended	Audit Fees	Audit Related Fees	Tax Fees	All Other Fees
2020	\$ 79,185	\$ 23,484	\$ 12,646	\$ 32,646
2019	\$ 166,135	Nil	\$ 23,752	Nil

Exemption

The Company is relying on the exemption in section 6.1 of NI 52-110 from the requirements of Parts 3 (Composition of the Audit Committee) and 5 (Reporting Obligations).

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table summarizes, as of December 31, 2020, compensation plans, under which equity securities of the Company are authorized for issuance, which were previously approved by Shareholders and not previously approved by Shareholders.

Plan Category	Number of Common Shares to be issued upon exercise of outstanding options, warrants and rights ⁽¹⁾⁽²⁾	Weighted- average exercise price of outstanding options, warrants and rights ⁽³⁾	Number of Common Shares remaining available for future issuance under equity compensation plans (excluding securities reflected in the first column)
Equity compensation plans approved by Shareholders	3,913,770	\$0.22	6,575,743
Equity compensation plans not approved by Shareholders ⁽³⁾	Nil	N/A	Nil
Total	3,913,770	\$0.22	6,575,743

Notes:

- (1) This includes options and rights outstanding under the Company stock option plan (subsequently replaced by the LTIP, as defined below) and BTG DSU Plan (as defined below) as at December 31, 2020. The Company has no options, warrants or rights outstanding under any other equity compensation plans.
- (2) As at December 31, 2020 there were 1,250,000 BTG DSUs. These BTG DSUs were converted to DSUs under the LTIP on May 30, 2021.
- (3) There is no exercise price for the BTG DSUs. As at December 31, 2020, the weighted average exercise price of outstanding options was \$0.32.

BTG DSU Plan

On July 17, 2019, the board of directors of BTG (the “**BTG Board**”) adopted the BTG DSU Plan to enhance the Company's ability to attract and retain talented individuals to serve as members of the BTG Board and to promote alignment of interests between such persons and the shareholders of the Company while conserving cash. DSUs granted under the BTG DSU Plan (“**BTG DSUs**”) are valued at the volume weighted average trading price for the five (5) market trading days preceding the day on which such market value must be determined. Upon a holder ceasing to be a director of the Company, vested BTG DSUs will be settled, at the discretion of the Company, in cash or by way of issuance of Company Shares.

On July 17, 2019, the BTG Board approved the grant of 1,625,000 BTG DSUs (1,250,000 post-consolidation) to Sean Cleary; 20% of which vested on December 23, 2019 with the remaining 80% vesting monthly in equal amounts over 24 months beginning on December 23, 2019.

Under the terms of the amalgamation agreement entered into between Danacore, Danacore Acquisition Corp., and BTG made as of June 19, 2019, the Company agreed to assume, to the extent permitted by the Exchange, the obligations of BTG under the BTG DSU Plan. On May 30, 2021, the Company issued 1,250,000 Company DSUs to Sean Cleary on economically equivalent terms to the BTG DSUs in exchange for the cancellation of the BTG DSUs.

INDEBTEDNESS OF DIRECTORS, EXECUTIVE OFFICERS & SENIOR OFFICERS

No person who is or at any time during the financial year completed December 31, 2020 was a director, executive officer or senior officer of the Company, no proposed nominee for election as a director of the Company, and no associate of any of the foregoing persons has been indebted to the Company or its subsidiaries at any time since the commencement of the Company's financial year completed December 31, 2020. No guarantee, support agreement, letter of credit or other similar arrangement or understanding has been provided by the Company at any time since the beginning of the Company's financial year completed December 31, 2020 with respect to any indebtedness of any such person.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as disclosed herein, since the beginning of the financial year ended December 31, 2020, no “informed person” of the Company (including a director, officer or individual or corporation that beneficially owns or controls 10% or more of the issued and outstanding voting securities of the Company), proposed nominee for election as a director of the Company, or any associate or affiliate of any informed person or proposed director, has any material interest, direct or indirect, in any transaction or any proposed transaction which has materially affected or would materially affect the Company or any of its subsidiaries.

MANAGEMENT CONTRACTS

No management functions of the Company or its subsidiaries are performed to any substantial degree by a person other than the directors or executive officers of the Company or its subsidiaries.

ADDITIONAL INFORMATION

Additional information relating to the Company is available under the Company’s profile on the SEDAR at www.sedar.com. Copies of the Company’s audited comparative financial statements for the year ended December 31, 2020 and the management’s discussion and analysis may be obtained upon request to the Company at 55 Adelaide Street East, Suite 400, Toronto, Ontario, M5C 1K6.

OTHER MATTERS

Management of the Company is not aware of any other matter to come before the Meeting other than as set forth in the notice of Meeting. If any other matter properly comes before the Meeting, it is the intention of the persons named in the enclosed form of proxy to vote the Common Shares represented thereby in accordance with their best judgment on such matter.

The contents of this Circular and its distribution to Shareholders have been approved by the Board.

DATED this 31st day of May, 2021.

HIRE TECHNOLOGIES INC.

“Sean Cleary”

Sean Cleary
Director

/

SCHEDULE “A”
AUDIT COMMITTEE CHARTER

HIRE Technologies Inc.

/

CHARTER OF THE AUDIT COMMITTEE

This charter (the "Charter") sets forth the purpose, composition, responsibilities, duties, powers and authority of the Audit Committee (the "Committee") of the board of directors (the "Board") of HIRE Technologies Inc. ("HIRE").

1.0 PURPOSE

The purpose of the Committee is to assist the Board in fulfilling its oversight responsibilities with respect to:

- a) Financial reporting and disclosure requirements;
- b) Compliance with legal and regulatory requirements;
- c) Internal controls at HIRE; and
- d) External audit processes including the qualifications, compensation, performance, and independence of the external auditor.

2.0 COMPOSITION AND MEMBERSHIP

- a) The members (collectively "Members" and individually a "Member") of the Committee shall be appointed by the Board to serve one-year terms and shall be permitted to serve an unlimited number of consecutive terms. The Board may remove a Member at any time and may fill any vacancy occurring on the Committee. A Member may resign at any time and a Member will cease to be a Member upon ceasing to be a director of HIRE.
- b) The Committee will consist of at least three Members. Every Member must be a director of HIRE who is independent and financially literate to the extent required by (and subject to the exemptions and other provisions set out in) applicable laws, rules, regulations and stock exchange requirements (collectively "Applicable Laws"), it being understood that for such time as HIRE remains a "venture issuer" under Applicable Laws, a majority (rather than all) of the Members of the Committee are required to be "independent". In this Charter, the terms "independent" and "financially literate" have the meanings ascribed to such terms in Applicable Laws and include the meanings given to similar terms in Applicable Laws to the extent such similar terms are used in this Charter and are applicable under Applicable Laws.
- c) The chair of the Committee (the "Chair") will be appointed by the Board and confirmed by the Committee or appointed by the Committee from time to time and must have such accounting or related financial management expertise as the Board or Committee may determine in their business judgment is necessary. The Corporate Secretary of HIRE (the "Secretary") will be the secretary of all meetings and will maintain minutes of all meetings, deliberations and proceedings of the Committee.

3.0 MEETINGS

- a) Meetings of the Committee will be held at such times and places as the Chair may determine, but in any event not less than four (4) times per year. Any Member or the auditor of HIRE may call a meeting of the Committee at any time upon providing reasonable advance notice to each Member orally, by telephone or by email, unless all Members are present and waive notice, or if those absent waive notice before or after a meeting. Members may attend all meetings either in person, by telephone or by electronic means.
- b) At the request of the external auditors of HIRE, the Chief Executive Officer or the Chief Financial Officer of HIRE, or if HIRE does not have a Chief Executive Officer or Chief Financial Officer, each individual performing similar

functions to those of a Chief Executive Officer or Chief Financial Officer, or any Member will convene a meeting of the Committee. Any such request will set out in reasonable detail the business proposed to be conducted at the meeting so requested.

- c) The Chair, if present, will act as the chairperson of meetings of the Committee. If the Chair is not present at a meeting of the Committee, then the Members present may select one of their number to act as chairperson of the meeting.
- d) A majority of Members will constitute a quorum for a meeting of the Committee. Each Member will have one vote and decisions of the Committee will be made by an affirmative vote of the majority of Members present at the meeting at which the vote is taken. The Chair will not have a deciding or casting vote in the case of an equality of votes. Powers of the Committee may also be exercised by written resolution signed by all Members.
- e) The Committee may invite from time to time such persons as the Committee considers appropriate to attend its meetings and to take part in the discussion and consideration of the affairs of the Committee, except to the extent the exclusion of certain persons is required pursuant to this Charter or by Applicable Laws.
- f) In advance of every regular meeting of the Committee, the Chair, with the assistance of the Secretary or other officer of HIRE, will prepare and distribute to the Members and others as deemed appropriate by the Chair, an agenda of matters to be addressed at the meeting together with appropriate materials. The Committee may require officers and employees of HIRE to produce such information and reports as the Committee may deem appropriate in order to fulfill its duties.

4.0 DUTIES AND RESPONSIBILITIES

The duties and responsibilities of the Committee as they relate to the following matters, to the extent considered appropriate or desirable or required by Applicable Laws, are to:

4.1 Financial Reporting and Disclosure

- a) review and recommend to the Board for approval, the audited annual financial statements of HIRE, including the auditors' report thereon, the management's discussion and analysis of HIRE prepared in connection with the annual financial statements, financial reports of HIRE, guidance with respect to earnings per share, and any initial public release of financial information of HIRE through press release or otherwise, with such documents to indicate whether such information has been reviewed by the Board or the Committee;
- b) review and approval of the quarterly financial statements of HIRE including the management's discussion and analysis prepared in connection with the quarterly financial statements, financial reports of HIRE, guidance with respect to earnings per share, and any initial public release of financial information of HIRE through press release or otherwise, with such documents to indicate whether such information has been reviewed by the Board or the Committee;
- c) review and recommend to the Board for approval, where appropriate, financial information contained in any prospectuses, annual information forms, annual reports to shareholders, management proxy circulars, material change disclosures of a financial nature and similar disclosure documents;
- d) review with management of HIRE and with the external auditors of HIRE significant accounting principles and disclosure issues and alternative treatments under International Financial Reporting Standards ("IFRS") all with a view to gaining reasonable assurance that financial statements are accurate, complete and present fairly HIRE's financial position and the results of its operations in accordance with IFRS;
- e) annually review HIRE's Disclosure Policy and recommend any proposed changes to the Board for consideration; and
- f) review the minutes from each meeting of the Governance and Nominating Committee of HIRE since the last meeting of the Committee.

4.2 Internal Controls and Audit

- a) Oversee management's design and implementation of an adequate and effective system of internal controls through discussions with management and the external auditor of HIRE;
- b) review the processes for complying with internal control reporting and certification requirements for evaluating the adequacy and effectiveness of internal controls. From time to time the Committee will assess whether a formal internal audit department is necessary or desirable having regard to the size and stage of development of HIRE at any particular time;
- c) satisfy itself that management has established adequate procedures for the review of HIRE's disclosure of financial information extracted or derived directly from HIRE's financial statements;
- d) periodically assess the adequacy of such systems and procedures to ensure compliance with regulatory requirements and recommendations; and
- e) review the conclusions of the effectiveness of HIRE's disclosure controls and procedures and internal controls and procedures including the independent auditor's attestation.

4.3 External Audit

- a) recommend to the Board a firm of external auditors to be engaged by HIRE;
- b) ensure the external auditors report directly to the Committee on a regular basis;
- c) review the independence of the external auditors, including a written report from the external auditors respecting their independence and consideration of applicable auditor independence standards;
- d) review and approve the compensation of the external auditors, and the scope and timing of the audit and other related services rendered by the external auditors;
- e) review the audit plan of the external auditors prior to the commencement of the audit;
- f) establish and maintain a direct line of communication with HIRE's external and, if applicable, internal auditors;
- g) review the performance of the external auditors who are accountable to the Committee and the Board as representatives of the shareholders, including the lead partner of the independent auditors team;
- h) oversee the work of the external auditors appointed by the shareholders of HIRE with respect to preparing and issuing an audit report or performing other audit, review or attest services for HIRE, including the resolution of disagreements between management of HIRE and the external auditors regarding financial reporting;
- i) review the results of the external audit and the report thereon including, without limitation, a discussion with the external auditors as to the quality of accounting principles used and any alternative treatments of financial information that have been discussed with management of HIRE and the ramifications of their use, as well as any other material changes. Review a report describing all material written communication between management and the auditors such as management letters and schedule of unadjusted differences;
- j) discuss with the external auditors their perception of HIRE's financial and accounting personnel, records and systems, the cooperation which the external auditors received during their course of their review and availability of records, data and other requested information and any recommendations with respect thereto;
- k) review the reasons for any proposed change in the external auditors which is not initiated by the Committee or Board and any other significant issues related to the change, including the response of the incumbent auditors, and enquire as to the qualifications of the proposed auditors before making its recommendations to the Board; and
- l) review annually a report from the external auditors in respect of their internal quality-control procedures, any material issues raised by the most recent internal quality-control review, or peer review of the external auditors, or

by any inquiry or investigation by governmental or professional authorities respecting one or more independent audits carried out by the external auditors, and any steps taken to deal with any such issues.

4.4 Associated Responsibilities

- a) monitor and periodically review the Whistleblower Policy of HIRE and associated procedures for:
 - i. the receipt, retention and treatment of complaints received by HIRE regarding accounting, internal accounting controls or auditing matters;
 - ii. the confidential, anonymous submission by directors, officers and employees of HIRE of concerns regarding questionable accounting or auditing matters; and
 - iii. any violations of any Applicable Laws that relate to corporate reporting and disclosure, or violations of the Code of Conduct & Ethics of HIRE; and
- b) review and approve the hiring policies of HIRE regarding employees and partners, and former employees and partners, of the present and former external auditors of HIRE.

4.5 Non-Audit Services

Pre-approve all non-audit services to be provided to HIRE or any subsidiary entities by its external auditors or by the external auditors of such subsidiary entities. The Committee may delegate to one or more of its independent Members the authority to pre-approve non-audit services but pre-approval by such Member or Members so delegated shall be presented to the Committee at its first scheduled meeting following such pre-approval.

4.6 Oversight Function

While the Committee has the responsibilities and powers set forth in this Charter, it is not the duty of the Committee to plan or conduct audits or to determine that HIRE's financial statements are complete and accurate or are in accordance with IFRS and applicable rules and regulations. These are the responsibilities of the management and the external auditors of HIRE. The Committee, the Chair and any Members identified as having accounting or related financial expertise are directors of HIRE, appointed to the Committee to provide broad oversight of the financial, risk and control related activities of HIRE, and are specifically not accountable or responsible for the day to day operation or performance of such activities. Although the designation of a Member as having accounting or related financial expertise for disclosure purposes is based on that individual's education and experience, which that individual will bring to bear in carrying out his or her duties on the Committee, such designation does not impose on such person any duties, obligations or liability that are greater than the duties, obligations and liability imposed on such person as a member of the Committee and Board in the absence of such designation. Rather, the role of a Member who is identified as having accounting or related financial expertise, like the role of all Members, is to oversee the process, not to certify or guarantee the internal or external audit of HIRE's financial information or public disclosure.

5.0 REPORTING

The Committee shall provide the Board with a summary of all actions taken at each Committee meeting or by written resolution. If required, the Committee will annually review and approve the Committee's report for inclusion in the management proxy circular. The Secretary will circulate the minutes of each meeting of the Committee and each written resolution passed by the Committee to the Board. The Committee shall produce and provide the Board with all reports or other information required to be prepared under Applicable Laws.

6.0 ACCESS TO INFORMATION AND AUTHORITY

The Committee will be granted unrestricted access to all information regarding HIRE and all directors, officers and employees will be directed to cooperate as requested by Members. The Committee has the authority to retain, at HIRE's expense, outside legal, financial and other advisors, consultants and experts, to assist the Committee in fulfilling its duties and responsibilities. The Committee also has the authority to communicate directly with the CFO and any employee, as well as, the external and, if applicable, internal auditors of HIRE.

7.0 REVIEW OF CHARTER

The Committee will annually review and assess the adequacy of this Charter and recommend any proposed changes to the Board for consideration.

8.0 CHAIR

The Chair of the Committee should:

- a) provide leadership to the Committee with respect to its functions as described in this mandate and as otherwise may be appropriate, including overseeing the operation of the Committee;
- b) chair meetings of the Committee, unless not present, including in camera sessions, and report to the Board following each meeting of the Committee on the activities and any recommendations of the Committee;
- c) ensure that the Committee meets at least once per quarter and otherwise as considered appropriate;
- d) in consultation with the Board and the Committee Members, establish dates for holding meetings of the Committee;
- e) set the agenda for each meeting of the Committee, with input from other Committee Members, the Board, and any other appropriate persons;
- f) ensure that Committee materials are available to any director upon request;
- g) act as liaison and maintain communication with the Board to optimize and co-ordinate input from directors, and to optimize the effectiveness of the Committee. This includes reporting to the Board on all decisions of the Committee at the first meeting of the Board after each Committee meeting and at such other times and in such manner as the Committee considers advisable; and
- h) report annually to the Board on the role of the Committee and the effectiveness of the Committee in contributing to the effectiveness of the Board.

Original Approval Date: August 19, 2020

Approved by: Audit Committee

Board of Directors

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SCHEDULE “B”
STATEMENT OF EXECUTIVE COMPENSATION

HIRE Technologies Inc.

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STATEMENT OF EXECUTIVE COMPENSATION

The purpose of this Statement of Executive Compensation is to provide information about the Company's philosophy, objectives and processes regarding executive compensation. This disclosure is intended to communicate the compensation provided to the most highly compensated executive officers of the Company (the "**Named Executive Officers**" or "**NEOs**"). For the purposes of this Circular, a named executive officer ("NEO") means each of the following individuals:

- (a) each individual who served as chief executive officer ("**CEO**") of the Company, or who performed functions similar to a CEO, during any part of the most recently completed financial year,
- (b) each individual who served as chief financial officer ("**CFO**") of the Company, or who performed functions similar to a CFO, during any part of the most recently completed financial year,
- (c) the most highly compensated executive officer of the Company or any of its subsidiaries (if any) other than 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, and
- (d) each individual who would be an NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the Company or its subsidiaries, nor acting in a similar capacity, at the end of that financial year.

The Company was incorporated as Danacore Industries Inc. ("**Danacore**") under the *Business Corporations Act* (British Columbia) on January 10, 2018. On December 17, 2019, Danacore acquired Bay Talent Group Inc. ("**BTG**"), a corporation incorporated on June 2, 2017, under the *Business Corporations Act* (Ontario) ("**OBCA**"), through a reverse takeover (the "**Qualifying Transaction**") and Danacore changed its name to "Bay Talent Group Inc." The Company subsequently changed its name to "HIRE Technologies Inc." on April 21, 2020. The Qualifying Transaction was effected according to a three-cornered amalgamation whereby Danacore's wholly-owned subsidiary, Danacore Acquisition Corp., amalgamated with BTG under the OBCA and the resulting entity, became a wholly-owned subsidiary of the Company. On December 23, 2019, the Common Shares began trading on the Exchange.

For the financial year ended December 31, 2020, the Company had three Named Executive Officers, namely: (i) Simon Dealy CEO, and former President and CFO; (ii) Dan Teguh, CFO; and (iii) Allan Hartley, Former CEO.

The following table sets forth, for the years ended December 31, 2020 and 2019, all compensation (other than stock options and other compensation securities) paid, payable, awarded, granted, given or otherwise provided, directly or indirectly, by the Company to each NEO and director, in any capacity.

Director & Named Executive Officer Compensation

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 (\$)
Simon Dealy Chief Executive Officer, and Former President, Chief Financial Officer and Director ⁽¹⁾⁽²⁾⁽⁵⁾	2020	283,117	33,400	-	-	-	316,517
	2019	146,367	31,732	-	-	-	178,099
Dan Teguh, Chief Financial Officer ⁽³⁾	2020	122,885	22,500	-	-	-	145,385
	2019	-	-	-	-	-	-
Sean Cleary Director	2020	20,000	-	-	-	-	20,000
	2019	-	-	-	-	-	-
Jonson Sun ⁽³⁾ Director	2020	-	-	-	-	-	-
	2019	-	-	-	-	-	-
Hamed Shahbazi Director	2020	-	-	-	-	-	-
	2019	-	-	-	-	-	-
Allan Hartley, Former Chief Executive Officer and Director ⁽⁴⁾⁽⁵⁾	2020	67,213	-	-	-	40,000	107,213
	2019	181,244	46,469	-	-	-	227,713

Notes:

- (1) Mr. Dealy was appointed CEO of the Company on April 5. Mr. Dealy served as President from January 1, 2018 to April 5, 2020 and as CFO effective from January 1, 2019 to April 5, 2020. Mr. Dealy is paid through a wholly-owned limited liability corporation, Pinpoint Bellwether LLC, in the amounts set-out in the table above. All compensation paid to Mr. Dealy was in connection with his position as an officer of the Company.
- (2) Mr. Teguh was appointed as Vice President, Finance on April 5, 2020 and, effective August 31, 2020, Dan Teguh was appointed as Chief Financial Officer of the Company. Mr. Teguh performed functions similar to a CFO between April 5, 2020 and August 31, 2020.
- (3) Mr. Sun is the sole director and officer of GICMB. Mr. Sun indirectly owned or controlled 60% of GICMB as at December 31, 2020. During the year ended December 31, 2020 the Company received consulting services from GICMB in the amount of \$100,000 (2019 – \$135,575), paid finder's fees to GICMB of \$81,419 (2019 – Nil) and granted 135,698 finder warrants, each exercisable for one common share at \$0.60 per share until December 11, 2022, as consideration for services provided in connection with the private placement financing completed by the Company on December 11, 2020.
- (4) Mr. Hartley was appointed as the CEO and a director of the Company effective as of November 1, 2017. Mr. Hartley resigned as CEO and Director of the Company effective April 5, 2020. Mr. Hartley was paid through a wholly-owned limited liability corporation, Hartley1 Group LLC, in the amounts set-out in the table above. No compensation was paid to Mr. Hartley for services provided as a director of the Company.
- (5) Mr. Hartley and Mr. Dealy's salaries and benefits were paid in USD. The currency exchange rate was determined by the bank at the date of the transaction.

Stock Options & Other Compensation Securities

The following table sets forth information concerning all compensation securities granted or issued to each director and NEO by the Company for the period from January 1, 2020 to December 31, 2020:

COMPENSATION SECURITIES								
Name & Position	Type of Compensation Security	No. of Compensation Securities, No. of Underlying Securities & % of Class ⁽⁶⁾		Date of Issue or Grant	Issue, Conversion or Exercise Price (\$)	Closing Price of Security or Underlying Security on Date of Grant (\$)	Closing Price of security or underlying security at year end (\$)	Expiry Date
Sean Cleary ⁽¹⁾	Stock Options	150,000	5.6%	August 23, 2020	\$0.39	\$0.39	\$0.82	August 24, 2025
Hamed Shahbazi ⁽²⁾	Stock Options	350,000	13.1%	August 23, 2020	\$0.39	\$0.39	\$0.82	August 24, 2025
Jonson Sun ⁽³⁾	Stock Options	200,000	7.5%	August 23, 2020	\$0.39	\$0.39	\$0.82	August 24, 2025
Simon Dealy ⁽⁴⁾	Stock Options	232,516	8.7%	August 23, 2020	\$0.39	\$0.39	\$0.82	August 24, 2025
Dan Teguh ⁽⁵⁾	Stock Options	150,000	5.6%	August 23, 2020	\$0.39	\$0.39	\$0.82	August 24, 2025

Notes:

- (1) As at December 31, 2020, Mr. Cleary held 150,000 incentive stock options and 1,250,000 BTG DSUs (see “BTG DSU Plan” below) of which 750,000 BTG DSUs had vested. The unvested DSUs vest in equal amounts monthly over 12 months from December 23, 2020. The DSUs are subject to TSXV escrow with the unreleased balance to be released in 10%, 15%, 15% and 40% increments on the 18, 24, 30 and 36 month anniversaries of December 19, 2019 (the “Bulletin Date”), respectively.
- (2) As at December 31, 2020, Mr. Shahbazi held 592,308 incentive stock options. 192,308 options are subject to: (a) TSXV escrow with the unreleased balance to be released in 10%, 15%, 15% and 40% increments on the 18, 24, 30 and 36 month anniversaries of the Bulletin Date, respectively; and (b) a contractual lock-up with releases scheduled on the 28, 33, 37 and 42 month anniversaries of December 17, 2019 (the “Closing Date”).
- (3) As at December 31, 2020, Mr. Sun held 392,308 stock options directly, and indirectly controlled 384,615 incentive stock options. 576,923 options are subject to TSXV escrow with the unreleased balance to be released in 10%, 15%, 15% and 40% increments on the 18, 24, 30 and 36 month anniversaries of the Bulletin Date, respectively; and 384,615 options are subject to a contractual lock-up with releases scheduled on the 28, 33, 37 and 42 month anniversaries of the Closing Date.
- (4) As at December 31, 2020, Mr. Dealy held 424,824 incentive stock options. 192,308 options are subject to: (a) TSXV escrow with the unreleased balance to be released in 10%, 15%, 15% and 40% increments on the 18, 24, 30 and 36 month anniversaries of the Bulletin Date, respectively; and (b) a contractual lock-up with releases scheduled on the 28, 33, 37 and 42 month anniversaries of the Closing Date.
- (5) As at December 31, 2020, Mr. Teguh held 150,000 incentive stock options.
- (6) Percentage of class calculated based on 2,663,770 incentive stock options outstanding as at December 31, 2020.

No compensation securities were exercised by any NEO or director during the financial year ended December 31, 2020.

External Management Companies

Except as described under the heading “Employment, Consulting and Management Agreements” below, none of the NEOs or directors of the Company have been retained or employed by an external management company which has entered into an understanding, arrangement or agreement with the Company to provide executive management services to the Company, directly or indirectly.

Employment, Consulting & Management Agreements

Except as described below, the Company has not entered into any other agreements or arrangements under which compensation is provided to any NEOs or directors or any persons providing services typically provided by a director or NEO during the financial year ended December 31, 2020.

Simon Dealy, Chief Executive Officer and Former President, CFO and Director: Effective April 5, 2020, Mr. Dealy entered into an employment agreement with the Company which provides Mr. Dealy with an annual base salary of USD\$200,000 subject to a USD\$25,000 increase for every \$1.5 million in additional adjusted EBITDA, as defined in the agreement, above a base adjusted EBITDA of \$1.5 million. Mr. Dealy is also entitled to: (a) gross profit bonuses of 0.75% and 1.5% of gross profits generated by (i) PTC and ProVision, and (ii) newly acquired companies, respectively; and (b) EBITDA bonus of 2.5% and 1.5% of EBITDA generated by (i) PTC and Provision, and (ii) newly acquired companies, respectively. Upon termination of Mr. Dealy without cause, Mr. Dealy is entitled to notice or pay in lieu thereof, or some combination thereof, in the Company’s sole discretion, in an amount equal to the greater of (i) twelve months base salary; and, (ii) the minimum amounts required by the *Employment Standards Act* (Ontario). The Company may, at its discretion and subject to regulatory approval, satisfy 50% of this amount in Common Shares. Upon termination of Mr. Dealy without cause, the estimated incremental payments triggered upon termination would be approximately USD\$200,000 of which up to USD\$100,000 could, at the discretion of the Company, be satisfied in Common Shares.

Except as set out above, Mr. Dealy’s employment agreement does not contain any material provisions with respect to change of control, severance, termination or constructive dismissal.

Between January 1, 2020 to April 5, 2020, Mr. Dealy’s Agreement provided for an annual base salary of USD\$140,000 subject to adjustment to USD\$175,000 and USD\$200,000 upon the Company recording \$4,000,000 and \$8,000,000 in adjusted EBITDA, respectively. Mr. Dealy was also eligible to participate in the bonus pool as described below..

Dan Teguh, Chief Financial Officer: For the period from March 4, 2020, Mr. Teguh entered into an employment agreement with the Company with an annual base salary of \$150,000. Upon termination without cause, Mr. Teguh is entitled to notice or pay in lieu thereof, or some combination thereof, in the Company’s sole discretion, in an amount equal to (i) one month severance for each year of service to the Company up to a maximum of three months; and (ii) the minimum amounts required by the ESA. Upon termination of Mr. Teguh without cause, the estimated incremental payments triggered upon termination would be approximately \$25,000. Except as set out above, the employment agreement with Mr. Teguh does not contain any material provisions with respect to change of control, severance, termination or constructive dismissal.

Allan Hartley, Former CEO: On April 5, 2020, the Board accepted Mr. Hartley’s resignation as officer and director of the Company and applicable subsidiaries. Between January 1, 2020 and the date of his resignation, Mr. Hartley’s employment agreement provided for an annual base salary of USD\$150,000, subject to adjustment to USD\$175,000 and USD\$200,000 upon the Company recording \$4,000,000 and \$8,000,000 in adjusted EBITDA, respectively. In the event of termination without cause by the Company, the Hartley Agreement stipulated that he was entitled to receive notice, or pay in lieu thereof, or some combination thereof, in the Company’s sole discretion, an amount equal to the greater of: (i) twelve months; and (ii) the minimum amounts required by the *Employment Standards Act* (Ontario) (“ESA”).

Former bonus pool relating to Allan Hartley and Simon Dealy: For the period from January 1, 2020 to April 5, 2020, both Mr. Hartley and Mr. Dealy participated in a bonus pool in which each of the Company’s CEO, President and CFO were eligible for a gross profit bonus and EBITDA bonus with any such bonus amounts allocated among the CEO, President and CFO as follows: 45%, 35% and 20%, respectively. The CFO allocation of bonus amounts did not accrue while Mr. Dealy was acting as both

President and CFO. The gross profit bonus was equal to the sum of: (i) 1% of the base line gross profit of up to \$3,000,000 per annum/\$750,000 per quarter and (ii) 2.5% for any gross profit above \$3,000,000 per annum/\$750,000 per quarter. The gross profit bonus is to be calculated and paid on a quarterly basis, within 30 days at the end of the quarter and 60 days in the case of the fourth quarter. The EBITDA bonus was equal to 5% of the EBITDA based on the year end audited financial statements and was to be paid within 60 days of the year end. No amounts were payable under the bonus pool after April 5, 2020.

Sean Cleary, Director: Pursuant to the terms of a board agreement entered into between Mr. Cleary and BTG, dated July 17, 2019, Mr. Cleary was granted 1,250,000 post-consolidation BTG DSUs (subject to the vesting provisions as set out under “*BTG DSU Plan*” below) and, commencing in July 2020, a quarterly cash base fee of \$10,000. The agreement does not contain any provisions with respect to change of control, severance, termination or constructive dismissal.

OVERSIGHT & DESCRIPTION OF DIRECTOR & NAMED EXECUTIVE OFFICER COMPENSATION

The Board has not established any formal objectives or criteria for directors and named executive officer compensation on the basis that its current stage of development and financial resources requires flexibility in determining remuneration for its directors and officers. Moreover, the Company has not used a peer group to determine compensation. The Company has, however, established a compensation committee (the “Compensation Committee”) to assess and negotiate compensation of executive officers, directors and key employees, develop and implement a compensation philosophy and assess and make recommendations thereon to the Board. Generally, determinations as to executive compensation has been based on: (i) the analysis and assessment of the Compensation Committee and the Board, and (ii) negotiation with each executive and key employee. The objectives of the Company with respect to compensation of executive officers has been to provide levels of compensation necessary to attract and retain high quality executives and to align the interests of the executives with those of the Company. Accordingly, the principal components of the Company’s executive officer compensation programs have focused on a combination of base compensation, bonus remuneration and long-term incentives in the form of stock options and which may include restricted share units and performance share units. Each of these elements of the Company’s compensation is discussed in detail below. Other than as disclosed in this Circular, no significant changes have been made to the Company’s compensation policies during or after the financial year ended December 31, 2020. For the most recently completed financial year of the Company, the compensation of each of Messrs. Hartley, Dealy and Teguh included base compensation, the compensation of Messrs. Hartley and Dealy included cash bonus compensation, and the compensation of Mr. Dealy and Mr. Teguh included stock options. Compensation during this period was not tied to specific performance criteria nor was a peer group used to determine compensation.

Base Salary

Base salary or consulting fees are a fixed element of compensation payable to each NEO for the performance of specific duties. During the financial year ended December 31, 2020, the amount of base salary for NEOs was determined primarily through negotiation with the NEO. The initial base salaries were determined by the Company to attract and retain high quality executive officers although the relative size and stage of development of the Company and the nature of industry also affected the quantum of base salary offered. Base salaries have to date, been determined by the Board and/or Compensation Committee on an as needed basis. Base salary or consulting fees are not currently dependent on any measurable performance criteria or benchmarks.

Bonuses

Performance based and discretionary bonuses are variable elements of compensation payable, or that may be payable, to each executive. During the financial year ended December 31, 2020, bonus amounts were determined at the discretion of the Board and/or the Compensation Committee. Discretionary bonuses are not currently dependent on any measurable performance criteria or benchmarks.

Long-Term Incentive Plan

In September 2020, the Board approved a Long-Term Incentive Plan (the “Original LTIP”), comprised of four components: incentive stock options (“Options”); restricted share units (“RSUs”); deferred share units (“DSUs”) and performance share units (“PSUs”), subject to shareholder approval. On October 16, 2020 the Company’s disinterested shareholders approved the Original LTIP. On February 10, 2021, the Board approved the following amendments: (i) an amendment to reduce the expiry period after retirement, termination without cause, or constructive dismissal, where no change of control is involved, from one year to 6 months and set a maximum of 12 months for the exercise of options after the disability of an eligible person; (ii) amendments as requested by the Exchange; and (iii) housekeeping changes to the Original LTIP, in the form of an amended and restated LTIP (the “**LTIP**”).

The LTIP is administered by the Compensation Committee. The Board may from time to time, in its discretion and upon recommendation of the Compensation Committee, and in accordance with TSXV requirements or any other stock exchange on

which the Common Shares are listed, grant to eligible Persons, non-transferable awards (the "**Awards**").

Subject to adjustment, the aggregate number of Common Shares to be reserved and set aside for issue upon the exercise or redemption and settlement for all Awards granted under the LTIP, excluding Options, shall not exceed 3,300,000 Common Shares which represents, on a non-diluted basis, approximately 5.2% of the issued and outstanding Common Shares as of the date of this Circular. The maximum number of Common Shares that may be reserved for issuance upon exercise of Options is ten percent (10%) of the issued and outstanding Common Shares as it may be from time to time. To the extent that an Award lapses or the rights of its Participant terminate, any Common Shares subject to such Award shall again be available for grant. Additionally, any Common Shares subject to an Award that is settled in cash and not Common Shares shall again be available for future Awards under the LTIP. As of the date of this Circular, a total of 3,548,770 Options and 1,250,000 DSUs have been granted under the LTIP, and the predecessor stock option plan and incentive plans.

Below is a summary of the material terms and conditions of the LTIP. The summary is qualified in its entirety by the full text of the LTIP. Unless otherwise defined in this Circular, all defined terms contained in the below summary have the meaning ascribed to them in the LTIP.

Options

Subject to the terms and conditions of the LTIP and any policies of the TSXV, the Board may grant Options to Eligible Persons in such amounts and upon such terms (including the exercise price, duration of the Options, the number of Common Shares to which the Option pertains, and the conditions, if any, upon which an Option shall become vested and exercisable) as the Board shall determine. The exercise price of the Options will be determined by the Board at the time any Option is granted. In no event will such exercise price be lower than the last closing price of the Common Shares on the TSXV on the day preceding the date of grant.

RSUs

Subject to the terms and conditions of the LTIP and any policies of the TSXV, the Board may grant RSUs to Eligible Persons in such amounts and upon such terms as the Board shall determine. When and if RSUs become payable, the Participant issued such RSUs shall be entitled to receive from the Company in settlement of such RSU: (i) a cash payment equal to the Market Price of such vested RSUs as of the RSU Vesting Date; (ii) such number of Common Shares issued by the Company as are equal to the number of such vested RSUs as of the RSU Vesting Date; or (iii) any combination of the foregoing, such that the cash payment and number of Common Shares issued by the Company have a value equal to the Market Price of such vested RSUs as of the RSU Vesting Date, all as determined in the sole discretion of the Board.

DSUs

Subject to the terms and conditions of the LTIP and any policies of the TSXV, the Board may grant DSUs to Directors in such amounts and upon such terms (including terms related to vesting or performance criteria that may be used to determine vesting of the DSUs) as the Board shall determine. The DSU may be settled by delivery by the Participant to the Company of a notice of settlement, acknowledged by the Company. On settlement, the Company shall, for each such vested DSU, deliver to the Participant: (i) a cash payment equal to the Market Price of one Common Share as of the DSU Separation Date; (ii) one Common Share, or (iii) any combination of cash and Common Shares equal to the Market Price of one Common Share as of the DSU Separation Date, all as determined in the sole discretion of the Board.

PSUs

Subject to the terms and conditions of the LTIP and any policies of the TSXV, the Board may grant PSUs to Key Employees and Consultants in such amounts and upon such terms (including terms relating to performance criteria applicable to such PSUs that may be used to determine the vesting of the PSUs) as the Board shall determine in respect of services rendered by the applicable Participant in a Performance Cycle. The Board will set Performance Goals prior to or on the Grant Date to which such PSUs pertain. Each PSU will consist of a right to receive: (i) a cash payment equal to the Market Price of such vested PSUs as of the PSU Vesting Date; (ii) such number of Common Shares issued by the Company as are equal to the number of such vested PSUs as of the PSU Vesting Date; or (iii) any combination of the foregoing, such that the cash payment and number of Common Shares issued by the Company have a value equal to the Market Price of such vested PSUs as of the PSU Vesting Date, all as determined in the sole discretion of the Board.

Termination Provisions

Subject to a limited extension if an Option expires during a black out period, Options may be exercised for a period of up to ten years after the grant date, provided that: (i) upon a Participant's termination for cause, all Options, whether vested or not, as at the Termination Date automatically terminate and shall be forfeited; (ii) upon the death of a Participant, unvested Options automatically vest as of the date of death and all Options expire on the earlier of the scheduled expiry date of the Options and one year following the date of death; (iii) in the case of the Disability of a Participant, Options continue to vest in accordance with the terms of the Options and expire on the earlier of the scheduled expiry date of the Options and one year following the disability of the Participant; (iv) in the case of resignation of a Participant, unvested Options as of the date of resignation automatically terminate and shall be forfeited and all Options expire on the earlier of the scheduled expiry date of the Options and three months following the date of resignation; (v) in the case of the retirement, termination without cause or constructive dismissal of a Participant, Options continue to vest in accordance with the terms of the Options and expire on the earlier of scheduled expiry date of the Options and six months following the Termination Date; and (vi) in the case of a Change in Control, Options vest in accordance with Section 12 of the LTIP and expire on the scheduled expiry date of the Options.

Unless otherwise determined by the Board, or unless otherwise provided in the Participant's service agreement or Award agreement: (i) upon a Participant's termination for cause, outstanding RSU, DSU and PSUs, (whether vested or unvested) shall automatically terminate on the Termination Date and be forfeited; (ii) upon the death of a Participant, outstanding RSU, DSU and PSUs that were vested on or before the date of death shall be settled as of the date of death. Outstanding RSU, DSU and PSUs that were not vested on or before the date of death shall vest and be settled as of the date of death, prorated to reflect the actual period between the grant date and the date of death and any remaining RSU, DSU and PSUs shall in all respects terminate as of the date of death; (iii) in the case of retirement of a Participant, outstanding RSU, DSU and PSUs that were vested on or before the date of retirement shall be settled as of the date of Retirement; outstanding RSU, DSU and PSUs that would have vested on the next vesting date following the date of Retirement shall be settled as of such vesting date and any remaining RSU, DSU and PSUs shall in all respects terminate as of the date of Retirement; (iv) in the case of the disability of a Participant, outstanding RSU, DSU and PSUs as of the date of Disability shall continue to vest to the date of disability and be settled in accordance their terms. and any remaining RSU, DSU and PSU Awards shall in all respects terminate as of the date of Disability; (v) in the case of resignation of a Participant, outstanding RSU, DSU and PSUs that were vested on or before the date of resignation shall be settled as of the date of resignation, after which time the RSU, DSU and PSUs shall in all respects terminate; (vi) in the case of termination without cause or wrongful dismissal of a Participant (where no Change in Control is involved), outstanding RSU, DSU and PSUs that were vested on or before the Termination Date shall be settled as of the Termination Date; outstanding RSU, DSU and PSUs that would have vested on the next vesting date following the Termination Date shall be settled as of such vesting date and any remaining RSU, DSU and PSUs shall in all respects terminate as of the Termination Date; and (vii) in the case of a Change in Control, RSU, DSU and PSUs vest in accordance with Section 12 of the LTIP. Participants holding RSUs, DSUs and PSUs may, if the Board so determines, be credited with Dividends Equivalents (the right to receive payments in cash or in Common Shares, based on dividends declared on Common Shares) in a manner determined by the Board in its sole discretion.

Employee Share Purchase Plan

On September 21, 2020, the Board approved the Employee Share Purchase Plan ("ESPP"), as amended May 31, 2021, which provides for the opportunity and incentive, through equity-based compensation, for employees to acquire an ownership interest in the Company, and to promote a greater alignment of interests between such employees and the Shareholders of the Company. At the Meeting, the Board is requesting that Shareholders approve the ESPP. See "*Approval of the Employee Share Purchase Plan*" for a full description of the terms of the ESPP.

Pension Disclosure

The Company does not have any pension or retirement plan which is applicable to the NEOs or directors. The Company has not provided compensation, monetary or otherwise, to any person who now or previously has acted as an NEO of the Company, in connection with or related to the retirement, termination or resignation of such person, and the Company has provided no compensation to any such person as a result of a change of control of the Company.

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SCHEDULE “C”

CORPORATE GOVERNANCE DISCLOSURE

HIRE Technologies Inc.

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CORPORATE GOVERNANCE

Pursuant to National Instrument 58-101 - *Disclosure of Corporate Governance Practices* (“NI 58-101”), the Company is required to disclose its corporate governance practices, as summarized below. The Board will continue to monitor such practices on an ongoing basis and, when necessary, implement such additional practices as it deems appropriate.

Board of Directors

The Board has responsibility for the stewardship of the Company including responsibility for strategic planning, identification of the principal risks of the Company’s business and implementation of appropriate systems to manage these risks, succession planning (including appointing, training and monitoring senior management), communications with investors and the financial community and the integrity of the Company’s internal control and management information systems.

The Board sets long-term goals and objectives for the Company and formulates the plans and strategies necessary to achieve those objectives and to supervise senior management in their implementation. The Board delegates the responsibility for managing the day-to-day affairs of the Company to senior management but retains a supervisory role in respect of, and ultimate responsibility for, all matters relating to the Company and its business. The Board is responsible for protecting Shareholders’ interests and ensuring that the incentives of the Shareholders and of management are aligned.

As part of its ongoing review of business operations, the Board reviews, as frequently as required, the principal risks inherent in the Company’s business including financial risks, through periodic reports from management of such risks, and assesses the systems established to manage those risks. Directly and through the audit committee of the Board, the Board also assesses the integrity of internal control over financial reporting and management information systems.

In addition to those matters that must, by law, be approved by the Board, the Board is required to approve any material dispositions, acquisitions and investments outside the ordinary course of business, long-term strategy, and organizational development plans. Management of the Company is authorized to act without Board approval, on all ordinary course matters relating to the Company’s business.

The Board also monitors the Company’s compliance with timely disclosure obligations and reviews material disclosure documents prior to distribution.

The Board is responsible for the appointment of senior management and monitoring of their performance.

As of the date hereof, the Board has not adopted a written mandate or code setting out the foregoing obligations and believes it is adequately governed by the requirements of applicable corporate and securities common and statute law which provide that the Board has responsibility for the stewardship of the Company, which requirements are well understood by all members of the Board.

The Board is currently comprised of three directors, of which one is a non-independent director. A director is “independent” if the director has no direct or indirect material relationship with the Company. A “material relationship” is a relationship which could, in the view of the Board, be reasonably expected to interfere with the exercise of a director’s independent judgement, or which is deemed to be a material relationship under 52-110 (as defined below). The independent members of the Board are Sean Cleary and Hamed Shahbazi. The non-independent director is Jonson Sun. on the basis that GCIMB, an entity controlled by Mr. Sun has received compensation from the Company.

When a matter being considered involves a director, that director does not vote on the matter. As well, the directors regularly and independently confer amongst themselves and thereby keep apprised of material operational and strategic aspects of the Company’s business.

At this time, the Board does not have a Chairman. In the absence of a Chairman and accordance with the articles of the Company, a director nominated by the directors of the Company presides over meetings of the directors.

Directorships

The following directors are presently directors of other reporting issuers:

Director	Name of Other Reporting Issuer	Stock Exchange
Hamed Shahbazi	Well Health Technologies Corp.	TSX
	BBTV Holdings Inc.	TSX
Sean Cleary	BlackRock Metals Inc.	Unlisted
Jonson Sun	Emerge Commerce Ltd.	TSXV

Orientation & Continuing Education

At present, the Company does not provide a formal orientation and education program for new directors. To the extent new directors are appointed to the Board, they will be encouraged to meet with management and inform themselves regarding management and the Company's affairs. The Company currently has no specific policy regarding continuing education for directors, however requests for education will be encouraged, and dealt with on an ad hoc basis.

Ethical Business Conduct

The Company expects all Board members and employees to conduct themselves in an ethical and law-abiding manner, in all areas, including but not limited to conflicts of interest and the protection and proper use of corporate assets, information and opportunities.

The Board has adopted a Code of Conduct and Business Ethics (the "**Code**") which provides guidelines surrounding, among other items, compliance with applicable laws, conflicts of interest, certain opportunities, confidentiality and disclosure, employment practices, and use of company property and resources. All Board members and employees are committed to maintaining the highest standards of integrity and ethical business conduct in the management of the Company and their interaction with all key securityholders. These standards can only be achieved by the Company by adhering to the values and principles of conduct established in the Code.

Nomination of Directors

The Board's governance and nominating committee considers the size of the board when it considers the number of directors to recommend to the Shareholders for election at the annual meeting of Shareholders, taking into account the number required to carry out the Board's duties effectively and to maintain a diversity of views and experience.

Compensation

As stated above, to determine compensation payable, the Compensation Committee will review and assess compensation paid for directors and the NEOs of companies of similar size and stage of development in a similar industry with the objective of providing compensation that reflects the time and effort expended by the directors and senior management on the business of the Company. In setting the compensation, the Compensation Committee will review annually the performance of the officers, and senior management in light of the Company's objectives and consider other factors that may have impacted the success of the Company in achieving its objectives. See "Executive Compensation - Oversight & Description of Director and Named Executive Officer Compensation", for additional information.

Other Board Committees

Governance and Nomination Committee

The Governance and Nomination Committee oversees the nomination of directors considering the independence, expertise,

experience, personal qualities and ability to make the necessary time commitment of a director in order to add value to the Company. The Governance and Nomination Committee monitors the current and future profile of the Board and determines the skills and competencies it should seek in new Board members.

Mergers and Acquisitions Committee

The Mergers and Acquisitions Committee is responsible for overseeing potential merger and acquisition opportunities. The committee reviews and approves management transaction proposals at set intervals during the merger and acquisition process and makes recommendations, where applicable, to the Board regarding possible merger and acquisition activity.

Assessments

The Board has not established a formal process to regularly assess the Board, the Audit Committee and individual directors with respect to their effectiveness and contributions. Nevertheless, their effectiveness is subjectively measured on an ongoing basis by each director based on their assessment of the performance of the Board, the Audit Committee or the individual directors compared to their expectation of performance. In doing so, the contributions of an individual director are informally monitored by the other Board members, bearing in mind the business strengths of the individual and the purpose of originally nominating the individual to the Board.

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SCHEDULE “D”
EMPLOYEE SHARE PURCHASE PLAN

HIRE Technologies Inc.

/ **EMPLOYEE SHARE PURCHASE PLAN**

1. PURPOSE OF THE PLAN

- 1.1** The purpose of the employee share purchase plan (the “Plan”) is to advance the long-term interests of HIRE Technologies Inc. (the “Company”) by providing employees with the opportunity and incentive, through equity-based compensation, to acquire an ownership interest in the Company, and to promote a greater alignment of interests between employees and shareholders of the Company.
- 1.2** Subject to all required regulatory approvals, the Plan shall be effective as of and from [●], 2021 (the “Commencement Date”) until terminated as provided herein.

2. DEFINITIONS

- 2.1** In the Plan, the following terms shall have the meanings set forth below.
- (a) “Account” means a Cash Account, and if available, an RRSP Account or a TFSA Account, recorded in the records of the Administrator established on behalf of a Participant to which the following shall be recorded: (i) the amount of the Participant’s Contributions; (ii) the number of Participant Shares purchased; and (iii) the number of Matching Shares issued.
 - (b) “Administrator” means the entity hired by the Company to perform administrative duties required under the Plan.
 - (c) “Base Salary” means the base salary, commissions and board fees received by an Employee in the applicable Pay Period but does not include overtime pay, bonus payments, or the value of other benefits or amounts contributed by the Company under the Plan or any other Securities-Based Compensation Arrangements.
 - (d) “Blackout Period” means a period of time imposed by the Company, pursuant to its policies, upon certain designated persons during which those persons may not trade in any securities of the Company;
 - (e) “Board of Directors” means the board of directors of the Company, or if the Board of Directors has delegated administration of the Plan to a committee of the Board of Directors, then “Board of Directors” shall mean such committee.
 - (f) “Business Day” means any day other than a Saturday, Sunday or statutory or civic holiday on which chartered banks in City of Toronto, Ontario are open for business.
 - (g) “Cash Account” means an account, which is not a RRSP Account or TFSA Account, created by the Administrator for a Participant in which the assets subject to the Plan are held and recorded.
 - (h) “Commencement Date” has the meaning set forth in Section 1.2
 - (i) “Common Shares” means the common shares in the capital of the Company as presently constituted; provided that upon any subdivision, consolidation or reorganization of such shares or other change in the corporate structure or share capital of the Company, “Common Shares” shall mean such common shares as are subdivided, consolidated, reorganized or changed, with such adjustment in the number thereof as may be thereby deemed appropriate by the Company.

- (j) “Company” means HIRE Technologies Inc., and any successor company or other entity resulting from any form of corporate reorganization thereof.
- (k) “Disability” means a medical condition that would qualify a Participant for benefits under a long-term disability plan of the Company or a Subsidiary of the Company.
- (l) “Election to Purchase Shares” means an election, substantially in the form as set forth in Appendix “A” hereto, setting out the terms of an Employee’s election to participate in, and purchase Common Shares under, the Plan.
- (m) “Employee” means:
 - (i) an individual who is considered an employee of the Company or its Subsidiary under the *Income Tax Act* (Canada) (and for whom income tax, employment insurance and CPP deductions must be made at source);
 - (ii) an individual who works full-time for the Company or its Subsidiary providing services normally provided by an employee and who is subject to the same control and direction by the Issuer over the details and methods of work as an employee of the Company, but for whom income tax deductions are not made at source; or
 - (iii) an individual who works for the Company or its Subsidiary on a continuing and regular basis for a minimum amount of time per week (the number of hours should be disclosed in the submission) providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Issuer, but for whom income tax deductions are not made at source.
- (n) “Exchange” means the TSXV or any other stock exchange upon which the Common Shares are then listed and traded.
- (o) “Insider” means an “insider” determined in accordance with the TSXV Corporate Finance Manual, as such definition may be amended, supplement or replaced from time to time.
- (p) “Market Price” has the meaning ascribed thereto in the TSXV Corporate Finance Manual, as the same may be amended from time to time.
- (q) “Matching Shares” means Common Shares issued by the Company, as contemplated by Section 5.4.
- (r) “NI 45-106” means National Instrument 45-106 – Prospectus and Registration Exemptions, promulgated under the Securities Act, as such instrument may be amended from time to time, or any successor instrument thereto.
- (s) “Notice of Change” means a notice by a Participant to the Company, substantially in the form as set forth in Appendix “B” hereto, setting forth a change to such Participant’s contribution level under the Plan.
- (t) “Participant” means any bona fide Employee (as determined solely by the Board of Directors) who has elected to participate in the Plan, who has submitted an Election to Purchase Shares and who has not subsequently withdrawn from the Plan. For greater certainty, the definition of Participant shall exclude persons engaged in Investor Relations Activities (as such term is defined in the policies of the TSXV).
- (u) “Participant’s Contribution” has the meaning ascribed to such term in Section 4.1(a).
- (v) “Participant Shares” means Common Shares purchased by the Administrator on behalf of the Participant with monies contributed by the Participant.
- (w) “Plan Shares” means, collectively, the Participant Shares and Matching Shares.
- (x) “Pay Period” means the normal weekly, bi-weekly or monthly pay period as determined by the Company from time to time.
- (y) “RRSP Account” means a registered retirement savings plan account.

- (z) “Securities Act” means the Securities Act (Ontario), as the same may be amended from time to time.
- (aa) “Securities-Based Compensation Arrangements” means a plan or program established or maintained by the Company providing for the acquisition of securities of the Company as compensation or as an incentive or benefit for services provided to the Company.
- (bb) “Subsidiary” has the meaning ascribed thereto in the Securities Act.
- (cc) “TFSA Account” means a tax-free savings account.
- (dd) “Trustee” means, if applicable, the trustee hired by the Company for purposes of the Plan.
- (ee) “TSXV” means the TSX Venture Exchange.
- (ff) “voluntary” means (i) in the case of an employee, the employee is not induced to participate in the Plan by expectation of employment or continued employment of the employee with the Company, a Subsidiary or a related entity of the Company, and (ii) in the case of an executive officer, the executive officer is not induced to participate in the Plan by expectation of appointment, employment, continued appointment or continued employment of the executive officer with the Company, a Subsidiary or other a related entity of the Company.

3. ELIGIBILITY FOR MEMBERSHIP IN THE PLAN

3.1 Subject to the rules set forth herein, the Plan is open to all Employees who have been continuously employed by the Company or a Subsidiary for at least twelve (12) consecutive months. The Board of Directors shall have the right, in its absolute discretion, to waive such 12-month period or to refuse any individual or group of individuals the right of participation or continued participation in the Plan.

- (a) **Enrolment.** Subject to the restrictions and discretion included in this Plan, at any time an Employee shall become a Participant by duly completing, executing and delivering to the Company an Election to Purchase Shares in substantially the form attached hereto as Appendix “A”. Unless waived by the Company and the Administrator, a Participant’s participation in the Plan shall only be effective on the first day of the first Pay Period following the date that is thirty (30) days after a duly completed and executed Election to Purchase Shares is received and approved by the Company. The Election to Purchase Shares authorizes the Company or a Subsidiary, as applicable, to make regular payroll deductions for contributions to the Plan in respect of Participants. Participation in the Plan is entirely voluntary.
- (b) **Account.** Once an Employee has enrolled in the Plan, the Company shall direct the Administrator to open an Account for that Participant. All Participants’ Contributions are held by the Administrator without interest or benefit accruing to the Participant.
- (c) **Termination of Employment.** If an Employee ceases for any reason to be an Employee of the Company or a Subsidiary, such Employee’s participation in the Plan shall cease on the date the Employee or the Company or a Subsidiary provide notice of such Employee’s termination of employment with the Company or a Subsidiary.
- (d) **Re-Employment.** Except in cases of leave of absence approved in writing by the Company or a Subsidiary, a former Employee who is subsequently re-employed by the Company or a Subsidiary shall be considered a new Employee for the purposes of the Plan.
- (e) **Leave of Absence.** A Participant who is on leave of absence, due to illness or otherwise, or Disability shall not be permitted to make any contribution for that period of absence. During such period of absence, such Participant shall be deemed to remain in the employ of the Company or a Subsidiary for all other purposes of the Plan.
- (f) **Election to Purchase Shares.** Each Employee who requests information about the Plan shall be provided with access to a copy of the Plan together with an Election to Purchase Shares. Execution and delivery of an Election to Purchase Shares by an Employee and admittance by the Company of such Employee as a Participant shall be deemed to be an acceptance by such Employee of the terms of the Plan without further action or other formality.

- (g) Taxes and Other Source Deductions. Execution and delivery of an Election to Purchase Shares by an Employee shall be deemed authorization for the Company or the Subsidiary, as applicable, to deduct from any amount paid or credited hereunder such amount of taxes and other amounts as it may be required to withhold pursuant to applicable law, in such manner as it determines.

4. CONTRIBUTIONS

4.1 Participant Contributions.

- (a) Each Participant shall contribute (the “Participant’s Contribution”) to the Plan through payroll deductions in each Pay Period, at the Participant’s option and as designated by the Participant, an amount equal to or between the following minimum and maximum amounts (in whole percentages only):
 - (i) a minimum of [minimum one percent (1%)] of the Participant’s per Pay Period Base Salary; and
 - (ii) a maximum of [maximum of ten percent (10%)] of the Participant’s per Pay Period Base Salary.
- (b) If a Participant is resident in Canada, a Participant may be permitted to contribute Plan Shares to such Participant’s RRSP Account or TFSA Account. The Participant is solely responsible for ensuring that contributions made to the Plan do not exceed the maximum dollar limit under the Income Tax Act (Canada) for contributions to registered retirement savings plans or tax-free savings account. For greater certainty, none of the Company, any Subsidiary, the Administrator or the Trustee shall be responsible for any taxes or penalties that result from a breach of the maximum dollar limit under the Income Tax Act (Canada).
- (c) The Company or a Subsidiary, as agent of the Participant, shall make (or, if applicable, cause to be made) the payroll deductions required by the terms of the Plan and shall pay (or, if applicable, cause to be paid) the Participant’s Contribution to the Administrator in accordance with Section 4.1(e), and the Company, its Subsidiaries and, if applicable, any payroll administrator, is authorized by the Participant to do so and such Participant’s execution and delivery of an Election to Purchase Shares shall be their good and sufficient authority for so doing.
- (d) The Participant may change his or her contribution level once in any 12 month period by providing a Notice of Change to the Company, substantially in the form as set forth in Appendix “B” hereto, indicating the change to the Company. Such change shall only be effective on the first day of the first Pay Period following the date that is thirty (30) days after a duly completed and executed Notice of Change is received by the Company.
- (e) On the last day of each Pay Period, the Company or a Subsidiary shall (or, if applicable, shall direct the payroll administrator to) forward all monies deducted from Participants by means of payroll deductions (as provided in Section 4.1(e) to the Administrator who shall credit the Participant’s Contribution to such Participant’s Account under the Plan. A Participant may not make any separate cash payment into such Account.

5. PURCHASE OF SHARES

5.1 Purchase of Participant Shares. Following the end of each month, the Administrator, on behalf of and for the account of each Participant, will cause to be purchased:

- (a) from the Company, such number of Participant Shares, at the Market Price and otherwise in accordance with the rules of the Exchange (or, if applicable, such other stock exchange on which the Common Shares may then be listed), in an amount equal to the Participant's Contribution (less any requisite statutory withholding); or
- (b) through a stock broker on the open market through the facilities of the Exchange (or, if applicable, any other stock exchange on which the Common Shares may then be listed), such number of Participant Shares, at prevailing market prices and otherwise in accordance with the rules of the Exchange (or, if applicable, such other stock exchange on which the Common Shares may then be listed) in an amount equal to the Participant's Contribution (less any requisite statutory withholding).

- 5.2** Fractional Shares. Any fractional Common Share to which a Participant would otherwise be entitled to hereunder shall be paid in cash.
- 5.3** Fees and Expenses. The Company shall pay all brokers' commissions, or similar fees, incurred in connection with any purchases of Participant Shares by the Administrator. The Company shall have no control over the timing or price of Participant Shares purchased on the open market in accordance with Section 5.1(b).
- 5.4** Issuance of Matching Shares. Following the purchase of the Participant's Shares in accordance with Section 5.1, the Company shall cause to be issued such number of Matching Shares equal to twenty five percent (25%) of the aggregate number of Participant Shares purchased by the Administrator pursuant to Section 5.1.
- 5.5** Shares Reserved. The aggregate number of Common Shares reserved for issuance by the Company from treasury under the Plan shall be 1,500,000 Common Shares. The Company reserves the right to allocate Common Shares to Participants on a pro-rata basis should the number of Common Share to be issued under the Plan exceed 1,500,000 Common Share. For greater certainty, any Common Shares issued from treasury pursuant to the Plan shall reduce the number of Common Shares available for issuance under the Plan. Any increase in the number of Common Shares reserved under the Plan (other than pursuant to Section 5.6) must be approved in accordance with Section 8.1.
- 5.6** Adjustments. If there shall be a reorganization, recapitalization, stock split, stock dividend, combination of shares, merger, consolidation, subdivision, rights offering or any other change in the corporate structure or Common Shares, then the number of Common Share reserved for issuance pursuant to the Plan shall be adjusted to give effect to such event.

6. CERTIFICATES, VOTING, DIVIDENDS AND SALES

- 6.1** Share Certificates. Upon written request to the Administrator, in form and substance satisfactory to the Administrator, Participants are entitled to withdraw all or any portion of their Plan Shares. A certificate or certificates representing Plan Shares in respect of which a Participant has requested be withdrawn and payment, if any, shall be delivered to a Participant as soon as practicable and in any event within ninety (90) days following the notice of request. For greater certainty, no certificate or certificates evidencing fractional Plan Shares shall be issued. The value of any fractional Plan Share shall be distributed in cash in an amount equal to the fraction multiplied by the Market Price on the Business Day prior to the date of payment.
- 6.2** Ownership of Shares and Voting. A Participant will be the beneficial owner of Plan Shares and will have all rights of beneficial ownership in such Plan Shares. As a beneficial owner all rights of a shareholder of the Common Shares shall vest with a Participant on the date the Participant Shares or Matching Shares, as the case may be, are credited to the Participant's Account. As such, the Participant shall be entitled to vote the whole Plan Shares held in their Account as at the record date. The Administrator will deliver to each Participant, as promptly as practicable, by mail or otherwise, all notices of meetings, proxy statements and other material distributed by the Company to its shareholders. There is no charge to the Participants in connection with the notices, proxies or other such material. The full Plan Shares in each Participant's Account shall be voted in accordance with such Participant's signed proxy instructions duly delivered.
- 6.3** Dividends. Dividends on Common Shares will be allocated to the appropriate Accounts by the Administrator upon receipt of such amounts by the Administrator. Cash dividends are reinvested in the Participant's Shares as soon as possible subject to available trading volumes.
- 6.4** Sales. Upon written request to the Administrator, in form and substance satisfactory to the Administrator, Participants are entitled to, up a maximum of one time per calendar year, sell all or any portion of their Plan Shares, and the Administrator shall satisfy such sale request by selling Plan Shares requested to be sold by the Participant, held in the Participant's Account, and distributing the cash proceeds to the Participant, less any commissions or fees, as applicable, provided that any such sale of Plan Shares must be in compliance with all applicable securities laws and the Company's insider trading policy in effect from time to time.

7. WITHDRAWALS AND TERMINATION

- 7.1** Withdrawal. A Participant may withdraw from the Plan upon thirty (30) days prior written notice to the Company, such notice to be in form and substance satisfactory to the Company and the Administrator. Upon receipt of such notice of withdrawal, the Administrator shall return to the Participant the Participant's Contribution then held in the Participant's Account and any Plan Shares credited to the Participant's Account, less any fees or commissions associated with such

withdrawal, if any, as of the date of withdrawal and delivery thereof to the Participant shall constitute a discharge of the Company's, its Subsidiaries', the Administrator's, and if applicable, the Trustee's obligations to the Participant under the Plan. If a Participant withdraws from the Plan, then the Participant shall not be entitled to rejoin or otherwise participate in such Plan until the date that is six (6) months from the date of such withdrawal. For greater certainty, no certificate or certificates evidencing fractional Plan Shares shall be issued. The value of any fractional Plan Share shall be distributed in cash in an amount equal to the fraction multiplied by the Market Price on the Business Day prior to the date of payment.

- 7.2** Termination of Employment, Retirement of Participant or Death of Participant. In the event of; (i) the retirement of a Participant; (ii) the termination of the employment of a Participant for any reason; or (iii) the death of a Participant, no further purchases of Participant's Shares will be made, no further issuance of Matching Shares will be issued, and the Participant's Contribution then held in the Participant's Account shall be paid to the Participant or his or her estate or successor, as the case may be, and payment thereof shall constitute a discharge of the Company's and its Subsidiaries' obligations to the Participant under the Plan. For greater certainty, no certificate or certificates evidencing fractional Plan Shares shall be issued. The value of any fractional Plan Share shall be distributed in cash in an amount equal to the fraction multiplied by the Market Price on the Business Day prior to the date of payment. In the absence of specific instructions from the Participant, or in the case of the death of a Participant, the legal representative of the Participant's estate, within sixty (60) days of the Participant's termination, retirement or death, as the case may be, the Administrator shall (a) sell all Plan Shares in the Participant's Account, (b) distribute the cash proceeds to the Participant, or in the case of the death of a Participant, the legal representative of the Participant's estate, less any commissions, fees and withholding taxes, as applicable, and (c) deregister the Participant's RRSP Account and TFSA Account, if applicable.
- 7.3** Notifications to Administrator. The Company shall notify the Administrator in writing upon the retirement, termination of employment or death of a Participant.

8. AMENDMENT OR TERMINATION OF PLAN

- 8.1** Amendment or Termination. The Company reserves the right to discontinue use of payroll deductions at any time such action is deemed advisable, in its sole discretion. The Plan may be amended, altered or discontinued by the Company at any time, subject to obtaining: (i) any necessary approval of any applicable regulatory authority including, without limitation, the TSXV (if the Common Shares are listed on the TSXV) or any other stock exchange or market on which the Common Shares are then listed or admitted to trading; and (ii) if required by the rules of the TSXV (if the Common Shares are listed on the TSXV) or any other stock exchange or market on which the Common Shares are then listed or admitted to trading, the approval of the disinterested shareholders of the Company at a duly constituted meeting of shareholders ("Shareholder Approval"). While the Common Shares are listed on the TSXV, no amendments to the Plan to:

- (a) change the definition of "Participant" under the Plan;
- (b) increase the maximum number of Common Shares reserved for issuance under the Plan (either as a fixed maximum number of Common Shares or a fixed maximum percentage of outstanding Common Shares);
- (c) revise or exceed the Insider and individual participation limits set out in Section 9.1;
- (d) revise the amending provisions set forth in this Section 8.1.

shall be made without obtaining Shareholder Approval in accordance with the requirements of the Exchange.

- 8.2** Notwithstanding the foregoing, the following amendments to the Plan may be made by the Board of Directors without Shareholder Approval:
- (a) amendments of a technical, clerical or "housekeeping" nature, or to clarify any provision of the Plan, including without limiting the generality of the foregoing, any amendment for the purpose of curing any ambiguity, error or omission in the Plan or to correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan;
 - (b) suspension or termination of the Plan;
 - (c) amendments to respond to changes in legislation, regulations, instruments (including NI 45-106), stock exchange rules (including the rules, regulations and policies of the TSXV) or accounting or auditing requirements;

- (d) amendments respecting administration of the Plan including changes for the purposes of Company tax planning;
- (e) amendments to the Participant contribution provisions of the Plan;
- (f) amendments to the withdrawal and suspension provisions of the Plan;
- (g) adjustments to reflect stock dividends, stock splits, reverse stock splits, share combinations or other alterations of the capital stock of the Company; and
- (h) any other amendment, whether fundamental or otherwise, not requiring Shareholder Approval under applicable law (including, without limitation, the rules, regulations and policies of the Exchange).

9. PARTICIPATION LIMITS

9.1 If the Common Shares are listed for trading on the TSXV, no Common Shares may be issued under this Plan if, at the time of such issuance, such issuance could result, at any time, in:

- (a) the number of Common Shares reserved for issuance to Insiders pursuant to this Plan, together with Common Shares reserved for issuance to Insiders under all other Securities-Based Compensation Arrangements, exceeding 10% of the issued and outstanding Common Shares;
- (b) the issuance to Insiders, within a 12 month period, of a number of Common Shares under this Plan, together with Common Shares that may be issued to Insiders under all other Securities-Based Compensation Arrangements, exceeding 10% of the issued and outstanding Common Shares; and
- (c) the issuance to any one Participant (or any other person), under this Plan, together with Common Shares that may be issued under all other Securities-Based Compensation Arrangements, within a 12 month period exceeding 5% of the issued and outstanding Common Shares, calculated as of such Purchase Date.

10. ADMINISTRATION AND RECORD KEEPING

10.1 Administration. The Plan will be administered by the Board of Directors. Subject to Part 8, the Board of Directors are authorized to interpret the Plan and may from time to time establish, amend or rescind rules and regulations required for carrying out the Plan and to make all other determinations necessary or advisable for the administration of the Plan. The Board of Directors may correct any defect, supply any omission and reconcile any inconsistency in the Plan and, to the extent it shall be deemed desirable by the Board of Directors, to carry it into effect. The determinations of the Board of Directors in the administration of the Plan, as described herein, shall be final and conclusive. The Board of Directors may delegate to one or more third parties (including a third party engaged for such purpose) such administrative duties under the Plan as the Board of Directors may determine. The Board of Directors shall provide the Administrator with written notice of any amendments or changes to the Plan as described herein. All administrative costs of the Plan, including without limitation, brokerage or similar fees incurred on the purchase of Participant's Shares or issuance of Matching Shares under the Plan, shall be paid by the Company. The senior officers of the Company are authorized and directed to do all things and execute and deliver all instruments, undertakings and applications and writings as they in their absolute discretion consider necessary for the implementation of the rules and regulations established for administering the Plan.

10.2 Record Keeping. The Administrator shall maintain or cause to be maintained a register in which shall be recorded: (i) the name and address of each Participant; (ii) the Participant's Contribution of each Participant; (iii) the number of Participant's Shares previously purchased on behalf of each Participant under the Plan; and (iv) the number of Matching Shares issued to each Participant under the Plan.

11. MARKET FLUCTUATION AND ISSUANCE OF SHARES

11.1 No Representation and Warranty. **THERE IS NO GUARANTEE UNDER THE PLAN AGAINST LOSS OF VALUE OF THE COMMON SHARES. IN SEEKING THE BENEFITS OF PARTICIPATION IN THE PLAN, AN EMPLOYEE MUST ACCEPT THE RISK OF A DECLINE IN THE MARKET PRICE OF THE COMMON SHARES AND THE TOTAL LOSS OF HIS OR HER INVESTMENT IN THE COMMON SHARES.** None of the Company, its Subsidiaries, any officer or director of the Company or a Subsidiary, or the Administrator will bear any responsibility for any loss that may occur as a result of such market fluctuation or otherwise. None of the Company, its Subsidiaries, any officer or director of the Company or a Subsidiary, or the Administrator, or if applicable, the Trustee,

makes any representation or warranty that the Common Shares are suitable investments for any particular Employee. Neither the Company nor any person or entity acting on its behalf will be liable to a Participant for anything done or omitted to be done, including without limitation, in respect of the price, time, quantity or any other condition or circumstance in respect of the purchase of Common Shares under the Plan or in any other way connected to or in relation of this Plan, unless such act or omission constitutes willful misconduct on such person's or entity's part. Participation in the Plan is on the express understanding that each Participant accepts all risks inherent in the purchase of Common Shares.

- 11.2** Issuance and Selling of Common Shares. No Common Shares may be issued to a Participant unless such issuance is in accordance with all applicable securities laws and the Company's insider trading policy in effect from time to time.
- 11.3** Notwithstanding any other provisions of this Plan, if a Blackout Period is in effect, a Participant subject to the Blackout Period: (a) may not enroll (as set forth in Section 3) until after the end of the Blackout Period, and (b) may not make changes to his or her authorized Participant's Contribution, or voluntarily suspend his or her Participant Contribution from this Plan (as set forth in Part 7 until after the end of the Blackout Period).

12. MISCELLANEOUS PROVISIONS

- 12.1** The fiscal year of the Plan shall coincide with the Company's fiscal year end.
- 12.2** Participants shall provide to the Company, its Subsidiaries and the Administrator any information that might be required of them in the administration of the Plan.
- 12.3** Nothing contained in the Plan shall confer upon any Participant any right with respect to employment or continuance of employment with the Company or any Subsidiary or affiliate, or interfere in any way with the right of the Company or any Subsidiary, affiliate or related party to terminate the Participant's employment at any time.
- 12.4** Any act or matter to be taken or decided by the Company under the Plan may be taken by or decided by the Board of Directors of the Company unless otherwise expressly set forth in the Plan.
- 12.5** The Plan and the obligation of the Company to issue and deliver and cause the purchase of Common Shares on behalf of the Participants in accordance with the Plan are subject to the approval of all regulatory authorities having jurisdiction over the securities of the Company. If any Common Shares cannot be issued or purchased on behalf of any Participant for any reason, the obligation of the Company to issue or cause the purchase of such Common Shares shall terminate and any Participant's Contribution held in trust for a Participant and any purchase price paid to the Company will be returned to the Participant. Any participation rights to participate in the Plan granted prior to receipt of such approvals shall be conditional upon and suspended until such approvals have been given.
- 12.6** The laws of the Province of Ontario shall apply to the Plan, any amendments thereto, and the administration thereof, and all rights and obligations thereunder shall be determined in accordance with such laws and according to such Province.
- 12.7** All benefits and rights accruing to any Participant in accordance with the terms of the Plan shall not be assignable.
- 12.8** Any purchase, sale or offering of Common Shares under the Plan shall be made on the express condition that an application to purchase Common Shares may not be made, nor may the purchase of any Common Shares thereunder be effected, under circumstances which would constitute a violation of any applicable securities or other law or regulation or any listing requirement, by-law or regulation of the Exchange or any other stock exchange on which the Common Shares are then listed. The operation of the Plan may be suspended at any time, in the discretion of the Company, if necessary to ensure compliance with any applicable securities or other law or regulation or any listing requirement, by-law or regulation of the Exchange or any other stock exchange on which the Common Shares are listed or proposed to be listed.
- 12.9** The Common Shares may not be offered, sold, transferred, pledged hypothecated or otherwise assigned in the United States or any other jurisdiction unless pursuant to an available exemption under applicable securities laws. The Common Shares have not been, and will not be, registered under the United States Securities Act of 1933, as amended, nor qualified under or pursuant to the securities or "Blue Sky" laws of any state.
- 12.10** The Plan is effective beginning on the Commencement Date until terminated as provided herein.

- 12.11** Nothing contained in the Plan shall restrict or limit or be deemed to restrict or limit the rights or power of the Board of Directors in connection with any allotment and issuance of any securities of the Company.
- 12.12** Any word contained herein importing gender shall include the masculine and feminine and neuter. All references in the Plan to the words “herein”, “hereby”, “hereto”, “hereof”, and words of similar import refer to the Plan as a whole and not to any particular Section, schedule or appendix unless otherwise stated or the context otherwise requires.
- 12.13** For greater certainty, the Plan, where applicable, shall be subject to Policy 4.4 of the TSXV Corporate Finance Manual.

ADOPTED this ● day of ●, 2021.

HIRE TECHNOLOGIES INC.

By: _____

Name:

Title:

Date:

/ APPENDIX “A”

ELECTION TO PURCHASE SHARES

Employee Share Purchase Plan effective [●], 2021

To: HIRE Technologies Inc. (the “Company”)

The undersigned acknowledges that: (a) he/she has been advised by the Company of its employee share purchase plan (the “Plan”); (b) the undersigned is eligible to participate in the Plan; and (c) the undersigned has received a copy of the Plan and has read and understands the terms of the Plan.

The undersigned irrevocably accepts the terms, conditions and forms of the Plan and hereby elects to participate in the Plan and hereby directs and authorizes the Company to deduct from the undersigned’s Base Salary, by way of payroll deduction on each Pay Period, _____% (the “Participant’s Contribution”) of the undersigned’s Base Salary (minimum of ●% of the undersigned’s Base Salary, maximum ●% of the undersigned’s Base Salary, in whole percentages only). The Participant’s Contribution shall be used by the Administrator to purchase common shares in the capital of the Company in accordance with the terms and subject to the conditions of the Plan.

The undersigned hereby authorizes and directs: (a) the Company or a Subsidiary, as applicable, to deduct from any amount paid or credited under the Plan such amount of taxes and other amounts as it may be required to withhold pursuant to applicable law, in such manner as it determines; and (b) the Administrator to purchase Participant’s Shares on behalf of the undersigned in accordance with the terms of the Plan.

The undersigned hereby confirms that his/her participation in the Plan is voluntary.

Whenever used herein, any words or terms not otherwise defined in this Election to Purchase Shares, but defined in the Plan, shall have the meanings ascribed thereto in the Plan.

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

(Witness)

(Signature of Employee)

(Account Number)

(Please Print Name)

(Please Print Address)

HIRE Technologies Inc.

/

APPENDIX “B”

NOTICE OF CHANGE

Employee Share Purchase Plan effective [●], 2021

To: HIRE Technologies Inc. (the “Company”)

The undersigned hereby gives notice to, and directs, the Company to change the undersigned’s contribution to the Company’s employee share purchase plan (the “Plan”) to _____ % of the undersigned’s Base Salary (minimum of ●% of the undersigned’s Base Salary, maximum ●% of the undersigned’s Base Salary, in whole percentages only), to be calculated accordingly and deducted per Pay Period pursuant to the terms of such Plan.

The undersigned hereby confirms that his/her participation in the Plan is voluntary.

Whenever used herein, any words or terms not otherwise defined in this Notice of Change, but defined in the Plan, shall have the meanings ascribed thereto in the Plan.

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

(Witness)

(Signature of Employee)

(Account Number)

(Please Print Name)

(Please Print Address)