LOGICA VENTURES CORP.
Suite 600, 1285 West Broadway
Vancouver, British Columbia V6H 3X8
Telephone: (672) 339-3473

NOTICE OF ANNUAL GENERAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN THAT the annual general meeting of the shareholders (the "**Meeting**") of Logica Ventures Corp. (the "**Company**") will be held at the offices of McMillan LLP, Royal Centre, Suite 1500, 1055 West Georgia Street, Vancouver, British Columbia V6E 4N7 on Thursday, September 19, 2024 at 10:00 a.m., local time, for the following purposes:

1. to receive and consider the audited annual financial statements of the Company, together with the independent auditor's report thereon, for the fiscal year ended December 31, 2023;

2. to elect the directors of the Company to serve from the date of the Meeting until the close of the next annual meeting of shareholders of the Company or until their successors are elected or appointed, all as more fully described in the management information circular in respect of the Meeting (the "**Information Circular**") accompanying this notice of Meeting;

3. to consider and, if thought appropriate, to pass an ordinary resolution appointing McGovern Hurley LLP as the Company's auditor for the ensuing year;

4. to consider and, if deemed appropriate, to pass, with or without variation, an ordinary resolution ratifying and approving the continuation of the Company's current stock option plan, as amended, in accordance with the rules of the TSX Venture Exchange ("**TSXV**") as more particularly set out in the accompanying Information Circular; and

5. to consider any permitted amendment to or variation of any matter identified in this Notice and to transact such other business as may properly come before the Meeting or at any adjournment thereof.

An Information Circular accompanies this Notice. The Information Circular contains details of matters to be considered at the Meeting. No other matters are contemplated, however any permitted amendment to or variation of any matter identified in this Notice may properly be considered at the Meeting. The Meeting may also consider the transaction of such other business as may properly come before the Meeting or any adjournment thereof.

Registered shareholders who are unable to attend the Meeting in person and who wish to ensure that their shares will be voted at the Meeting are requested to complete, date and sign the enclosed form of Proxy, or another suitable form of proxy, and deliver it in accordance with the instructions set out in the form of Proxy and in the Information Circular.

Non-registered shareholders who plan to attend the Meeting must follow the instructions set out in the form of Proxy or voting instruction form and in the Information Circular to ensure that their shares will be voted at the Meeting. If you hold your shares in a brokerage account, you are not a registered shareholder.

DATED at Vancouver, British Columbia, as at August 15, 2024.

BY ORDER OF THE BOARD OF DIRECTORS OF LOGICA VENTURES CORP.

"*Clayton Fisher*"

Clayton Fisher
Chief Executive Officer, Chief Financial Officer, Corporate Secretary and Director

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MANAGEMENT PROXY CIRCULAR

as at August 15, 2024 *except as otherwise indicated*

This information circular (the "**Circular**") is provided in connection with the solicitation of proxies by the management of Logica Ventures Corp. (the "**Company**"). The form of proxy which accompanies this Circular (the "**Proxy**") is for use at the annual general meeting of the shareholders of the Company to be held on Thursday, September 19, 2024 (the "**Meeting**"), at the time and place set out in the accompanying notice of meeting (the "**Notice of Meeting**").

In this Circular, "**Common Shares**" means common shares without par value in the capital of the Company. "**Beneficial Shareholders**" means shareholders who do not hold Common Shares in their own name and "**intermediaries**" refers to brokers, investment firms, clearing houses and similar entities that own securities on behalf of Beneficial Shareholders.

GENERAL PROXY INFORMATION

Solicitation of Proxies

The solicitation of proxies will be primarily by mail, but proxies may be solicited personally or by telephone by directors and officers of the Company. The Company will bear all costs of this solicitation. We have arranged for intermediaries to forward the meeting materials to beneficial owners of the Common Shares held of record by those intermediaries and we may reimburse the intermediaries for their reasonable fees and disbursements in that regard.

Appointment of Proxyholders

The individuals named in the accompanying form of Proxy are directors and/or officers of the Company. **If you are a shareholder entitled to vote at the Meeting, you have the right to appoint a person or company other than either of the persons designated in the Proxy, who need not be a shareholder, to attend and act for you and on your behalf at the Meeting. You may do so either by inserting the name of that other person in the blank space provided in the Proxy or by completing and delivering another suitable form of proxy.**

Voting by Proxyholder

The persons named in the Proxy will vote or withhold from voting the Common Shares represented thereby in accordance with your instructions on any ballot that may be called for. If you specify a choice with respect to any matter to be acted upon, your Common Shares will be voted accordingly. The Proxy confers discretionary authority on the persons named therein with respect to:

(a) each matter or group of matters identified therein for which a choice is not specified, other than the appointment of an auditor and the election of directors,

(b) any amendment to or variation of any matter identified therein, and

(c) any other matter that properly comes before the Meeting.

In respect of a matter for which a choice is not specified in the Proxy, the management appointee acting as a proxyholder will vote in favour of each matter identified on the Proxy and, if applicable, for the nominees of management for directors and auditors as identified in the Proxy.

Registered Shareholders

Registered Shareholders may wish to vote by Proxy whether or not they are able to attend the Meeting in person, and may choose one of the following options to submit their Proxy.

Registered Shareholders must complete, date and sign the Proxy form and return it to the Company's transfer agent, Computershare Investor Services Inc. ("**Computershare**"), either: (a) by fax to (416) 263-9524 or 1-866-249-7775; or (b) by mail to Computershare Investor Services Inc., 100 University Avenue, 8th Floor, Toronto, ON M5J 2Y1. Registered Shareholders can also vote using the telephone at 1-866-732-8683 or 312-588-4290 or by internet at www.investorvote.com.

In all cases the Registered Shareholder must ensure the proxy is received at least 48 hours (excluding Saturdays, Sundays and statutory holidays) before the Meeting or the adjournment thereof at which the Proxy is to be used.

Beneficial Shareholders

The following information is of significant importance to shareholders who do not hold Common Shares in their own name. Beneficial Shareholders should note that the only proxies that can be recognized and acted upon at the Meeting are those deposited by Registered Shareholders (those whose names appear on the records of the Company as the registered holders of Common Shares) or as set out in the following disclosure.

If Common Shares are listed in an account statement provided to a shareholder by a broker, 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 names of the shareholder's broker or an agent of that broker (an "**intermediary**"). In the United States, the vast majority of such Common Shares are registered under the name of Cede & Co. as nominee for The Depository Trust Company (which acts as depositary for many U.S. brokerage firms and custodian banks), and in Canada, under the name of CDS & Co. (the registration name for The Canadian Depository for Securities Limited, which acts as nominee for many Canadian brokerage firms).

Intermediaries are required to seek voting instructions from Beneficial Shareholders in advance of meetings of shareholders. Every intermediary has its own mailing procedures and provides its own return instructions to clients.

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

National Instrument 54-101 "Communication with Beneficial Owners of Securities of a Reporting Issuer" permits an issuer to directly deliver proxy-related materials to its NOBOs. In that case, NOBOs would receive a scannable Voting Instruction Form ("**VIF**") from our transfer agent, Computershare. The VIFs are to be completed and returned to Computershare in the envelope provided or by facsimile. In addition, Computershare provides internet voting as described on the VIF itself which contain 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 shares represented by the VIFs they receive.

These securityholder materials are being sent to both registered and non-registered owners of the securities of the Company. If you are a non-registered owner, 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 securities on your behalf.

By choosing to send these materials to you directly, the Company (and not the intermediary holding securities 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 your request for voting instructions.

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

The form of proxy supplied to you by your broker will be similar to the proxy provided to Registered Shareholders by the Company. However, its purpose is limited to instructing the intermediary on how to vote your Common Shares on your behalf. Most brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**") in the United States and in Canada. Broadridge mails a VIF in lieu of a proxy provided by the Company. The VIF will name the same persons as the Company's Proxy to represent your Common Shares at the Meeting. You have the right to appoint a person (who need not be a Beneficial Shareholder of the Company), other than any of the persons designated in the VIF, to represent your Common Shares at the Meeting and that person may be you. To exercise this right, you should insert the name of the desired representative (which may be yourself) in the blank space provided in the VIF. The completed VIF must then be returned to Broadridge by mail or facsimile or given to Broadridge by phone or over the internet, in accordance with Broadridge's instructions. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Common Shares to be represented at the Meeting and the appointment of any shareholder's representative. If you receive a VIF from Broadridge, the VIF must be completed and returned to Broadridge, in accordance with its instructions, well in advance of the Meeting in order to have your Common Shares voted at the Meeting or to have an alternate representative duly appointed to attend the Meeting and to vote your Common Shares at the Meeting.

Notice to Shareholders in the United States

The Common Shares are not registered under Section 12 of the United States Securities Exchange Act of 1934, as amended (the "**U.S. Exchange Act**"), and this solicitation of proxies is not subject to the requirements of Section 14(a) of the U.S. Exchange Act. Residents of the United States should be aware that applicable Canadian proxy solicitation rules differ from those of the United States applicable to proxy statements under the U.S. Exchange Act.

This document does not address any income tax consequences of the disposition of the Company's shares by shareholders. Shareholders in a jurisdiction outside of Canada should be aware that the disposition of shares by them may have tax consequences both in those jurisdictions and in Canada, and are urged to consult their tax advisors with respect to their particular circumstances and the tax considerations applicable to them.

Any information concerning any properties and operations of the Company has been prepared in accordance with Canadian standards under applicable Canadian securities laws, and may not be comparable to similar information for United States companies.

Financial statements included or incorporated by reference herein have been prepared in accordance with International Financial Reporting Standards, as issued by the International Accounting Standards Board, and are subject to auditing and auditor independence standards in Canada, and reconciled to accounting principles generally accepted in the United States.

The enforcement by the Company's shareholders of civil liabilities under the United States federal securities laws may be affected adversely by the fact that the Company is incorporated or organized under the laws of a foreign country, that some or all of their officers and directors and the experts named herein are residents of a foreign country and that the major assets of the Company are located outside the United States.

Revocation of Proxies

In addition to revocation in any other manner permitted by law, a Registered Shareholder who has given a proxy may revoke it by:

(a) executing a proxy bearing a later date or by executing a valid notice of revocation, either of the foregoing to be executed by the registered shareholder or the registered shareholder's authorized attorney in writing, or, if the shareholder is a corporation, under its corporate seal by an officer or attorney duly authorized, and by delivering the proxy bearing a later date to Computershare or at the address of the registered office of the Company at Suite 600, 1285 West Broadway, Vancouver, British Columbia V6H 3X8, at any time up to and including the last business day that precedes the day of the Meeting or, if the Meeting is adjourned, the last business day that precedes any reconvening thereof, or to the chairman of the Meeting on the day of the Meeting or any reconvening thereof, or in any other manner provided by law, or

(b) personally attending the Meeting and voting the registered shareholder's Common Shares.

A revocation of a proxy will not affect a matter on which a vote is taken before the revocation.

FINANCIAL STATEMENTS

The audited annual financial statements of the Company for the years ended December 31, 2023, together with the auditor's report thereon and the related management discussion analysis (the "**Financial Statements**"), will be tabled at the Meeting. These documents are also available under the Company's profile on the SEDAR website at www.sedarplus.ca and are incorporated herein by reference.

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

No director or executive officer of the Company, or any person who has held such a position since the beginning of the last completed financial year of the Company, nor any nominee for election as a director of the Company, nor any associate or affiliate of the foregoing persons, has any substantial or material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted on at the Meeting other than the election of directors and as may be set out herein.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The board of directors (the "**Board**") of the Company has fixed August 15, 2024 as the record date (the "**Record Date**") for determination of persons entitled to receive notice of the Meeting. Only shareholders of record at the close of business on the Record Date ("**Shareholders**") who either attend the Meeting personally or complete, sign and deliver a form of proxy or VIF in the manner and subject to the provisions described above will be entitled to vote or to have their Common Shares voted at the Meeting.

Logica Ventures Corp. was incorporated on March 6, 2019 under the *Business Corporations Act* (Ontario) (the "**OCA**"). The Company is a Capital Pool Company as defined in the TSX Venture Exchange Policy 2.4 - Capital Pool Companies (the "**CPC Policy**").

On December 19, 2019, the Company completed a public offering of Common Shares by way of prospectus offering (the "**Prospectus Offering**"). Following closing of the Prospectus Offering, the Company listed its Common Shares for trading on the TSX Venture Exchange (the "**TSXV**"). The Common Shares began trading as a Capital Pool Company on the TSXV under the symbol "LOG.P" on December 19, 2019.

The Company is authorized to issue an unlimited number of Common Shares. As of August 15, 2024, there were 13,523,334 Common Shares issued and outstanding, each carrying the right to one vote.

To the knowledge of the directors and executive officers of the Company, as at the Record Date, the following person beneficially owns or controls, directly or indirectly, Common Shares carrying more than 10% of the voting rights attached to all outstanding Common Shares of the Company:

Name	**Number Common Shares Held and Percentage of Shares**(1)
Darren Collins	1,406,667 (10.40%)

Note:

(1) The information was provided by management of the Company.

ELECTION OF DIRECTORS

The term of office of each of the four (4) current directors will end at the conclusion of the Meeting. Unless the director's office is vacated earlier in accordance with the provisions of the OCA, each director elected will hold office until the conclusion of the next annual meeting of the Company, or if no director is then elected, until a successor is elected. Shareholders will be asked at the Meeting to approve an ordinary resolution to determine that the number of directors to be elected at the Meeting be set at four (4).

The following table sets out the names of management's four (4) nominees for election as director, all major offices and positions with the Company and any of its significant affiliates each now holds, each nominee's principal occupation, business or employment (for the last five years for each director nominee), the period of time during which each has been a director of the Company and the number of Common Shares beneficially owned by each, directly or indirectly, or over which each exercised control or direction, at August 15, 2024.

Name of Nominee; Current Position with the Company and Province or State and Country of Residence	**Principal Occupation, Business or Employment in Past Five Years**	**Period as a Director of the Company**(1)	**Common Shares Beneficially Owned or Controlled or Directed, Directly or Indirectly**(1)
Clayton Fisher(2) *Chief Executive Officer, Chief Financial Officer, Corporate Secretary and Director* British Columbia, Canada	CEO, CFO and Corporate Secretary of the Company since March 2023; CEO of IDEX Metals Corp. since March 2022; CFO of Discovery Harbour Resources since November 2023; founder and CEO of 3EB Ventures Ltd. from 2019 to present.	March 10, 2022	50,000
Munaf Ali(2) *Director* Dubai, United Arab Emirates	Founder and Chief Executive Officer of Phoenix Technology Consultants since 2015.	March 17, 2016	1,340,000(3)
Anthony Viele(2) *Director* Ontario, Canada	Consultant from 1996 to present; CEO and Director of Goodbridge Capital Corp. since February 2022; Chief Executive Officer of Adent Capital Corp. from 2017 to 2018.	March 15, 2023	66,667

Name of Nominee; Current Position with the Company and Province or State and Country of Residence	Principal Occupation, Business or Employment in Past Five Years	Period as a Director of the Company(1)	Common Shares Beneficially Owned or Controlled or Directed, Directly or Indirectly(1)
Darren Collins *Director* Ontario, Canada	President and Chief Executive Officer of the US Critical Metals Corp. since 2006; Self employed consultant since January 2006; Chief Financial Officer of Hercules Silver Corp. from December 2018 to November 2022; Chief Executive Officer, VP of Business Development and Director of Westbridge Energy Corp. from July 2013 to June 2021.	August 16, 2023	1,406,667

Notes:

(1) The information as to principal occupation, business or employment and Common Shares beneficially owned or controlled is not within the knowledge of the management of the Company and has been furnished by the respective nominees.
(2) Member of the Audit Committee.
(3) Mr. Ali owns Options to purchase 274,000 Common Shares.

None of the nominees for election as a director of the Company are proposed for election pursuant to any arrangement or understanding between the nominee and any other person, except the directors and senior officers of the Company acting solely in such capacity.

Director Biographies

Clayton Fisher – Chief Executive Officer, Chief Financial Officer, Corporate Secretary and Director

Mr. Fisher has over 15 years of experience in the capital markets sector. He has held positions as CEO, director, and strategic advisor for private and public corporations, with a primary focus on advancing mining ventures. With a sophisticated understanding of the mining sector, Mr. Fisher now provides corporate advisory services to integrated early stage companies. He is the current CEO & director of IDEX Metals Corp., and President and Founder of 3EB Ventures Ltd. Mr. Fisher holds an Economics and Finance Degree from the University of Victoria.

Munaf Ali –Director

Mr. Ali is the cofounder and chief executive officer of Phoenix Technology Consultants, providing consulting and solutions in the blockchain, crypto currency and mining areas. Previously Mr. Ali was the Vice President of Capital Markets at Citigroup Private Bank in London from July 2005 to June 2006 and the Vice President of Capital Market at Citigroup Private Bank in Dubai from June 2006 – July 2007. After his time at Citigroup Private Bank, Mr. Ali went on to co-found and become the chief executive officer of Range Developments, developing luxury hotels in St Kitts and the Commonwealth of Dominica. Mr. Ali was previously a FSA Qualified General Representative and member of the Financial Markets Association. Mr. Ali received his BSc (honours) Insurance and Investment degree from the City University Business School in London, England.

Anthony Viele –Director

Mr. Viele has been an entrepreneur for over 40 years. . He began his career in 1976 starting a small business manufacturing light automotive product that ran for 20 years. He went on to start a consulting/marketing business specializing in high-value products such as High Tec machining to composites material in the industrial and military space. In 2018, he was the CEO of Adent Capital Corp. when it merged with Khiron Life Sciences Corp., a Columbian-based medical cannabis company. Prior thereto, he was a director of Friday Capital Inc. when it merged with Hit Technologies Inc., operating as HitCase, which designs, manufactures and distributes mobile accessories. Recently, he was a director of Trueclaim Exploration Inc. when it merged with New Wave Esports Corp., a competitive gaming-focused investment company, and a director of Manganese X Energy Corp., a Manganese mining company in North America. He currently consults companies to develop successful business strategies and objectives. He is currently a director of CanBud Distribution Corp. a science and technology company focused on providing products and services, including analytical testing services within the hemp and cannabis market sector.

Darren Collins –Director

Mr. Collins has over 17 years of corporate experience as an executive, board director and advisor of private and public companies across multiple industries. His expertise spans mergers and acquisitions, debt and equity financings, go-public transactions, commercial partnerships, accounting, and corporate governance. He has also been an executive and advisor to companies. Prior to his current corporate activities, Mr. Collins worked for several investment and merchant banks, including Alegro Capital, LP in London, UK, Scotia Capital Inc. and Quest Capital Corp. (now known as Sprott Resource Lending Corp.) in Toronto, Canada. Mr. Collins holds a Bachelor of Commerce degree in finance from Dalhousie University.

A Shareholder can vote "FOR" all of these directors, vote "FOR" some of them and "WITHHOLD" for others, or "WITHHOLD" for all of them. Unless otherwise instructed, the named proxyholders will vote "FOR" the election of each of the proposed nominees set forth above as directors of the Company.

Penalties, Sanctions, Cease Trade Orders, Bankruptcies Etc.

Except as set out below, no director, officer, promoter or Insider of the Company, or any shareholder holding a sufficient number of securities of the Company to affect materially the control of the Company is or has within the 10 years before the date of the Prospectus been a director, officer, Insider or Promoter of any other Issuer that:

a. was subject to a cease trade order or similar order or an order that denied the other Issuer 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 director, officer, Insider, Promoter, or shareholder was acting in the capacity as director, officer, Insider or Promoter; or

b. was subject to a cease trade order or similar order or an order that denied the other Issuer 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 director, officer, Insider, Promoter or shareholder ceased to be a director, officer, Insider or Promoter and which resulted from an event that occurred while that person was acting in the capacity as director, officer, Insider or Promoter.

On May 6, 2021, the Company was issued a cease trade order by the Ontario Securities Commission for failing to file its annual financial statements for the year ended December 31, 2020 and accompanying management's discussion and analysis and officers' certifications. A full revocation of the cease trade order was issued by the Ontario Securities Commission on May 27, 2022.

Penalties or Sanctions

No director, officer, promoter or Insider of the Company, or any Shareholder holding a sufficient number of securities of the Company to affect materially the control of the Company has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by any securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority, or has been subject to any other penalties or sanctions imposed by a court or regulatory body or self-regulatory authority that would be likely to be considered important to a reasonable investor making an investment decision.

Bankruptcies

No director, officer, promoter or Insider of the Company, or any Shareholder holding a sufficient number of securities of the Company to affect materially the control of the Company, or a personal holding company of any such persons:

a. is at the date of the Prospectus, or has been within the 10 years before the date of the Prospectus, a director, officer, Insider or Promoter of any company (including the 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 proceeds, arrangement or compromise with creditors or had a receiver, receive manager or trustee appointed to hold its assets, state the fact; or

b. has within 10 years before the date of the Prospectus, 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 director, officer, Insider, Promoter or shareholder.

Conflicts of Interest

Directors or officers of the Company may, from time to time, serve as directors or officers of, or participate in ventures with, other companies involved in digital assets and distributed ledger technology, other businesses similar to that undertaken by the Company, or other similar businesses. Accordingly, conflicts of interest may arise which could influence these individuals in evaluating possible business opportunities or generally when acting on behalf of the Company, notwithstanding that they will be bound by the provisions of the OCA to act at all times in good faith in the best interest of the Company, and to disclose such conflicts to the Company if and when they arise. Conflicts, if any, will be subject to the procedures and remedies prescribed by the OCA, the TSXV and applicable securities laws. As of the date of this Information Circular, to the best of its knowledge, the Company is not aware of the existence of any conflicts of interest between it and any of its respective directors or officers.

Unless otherwise directed, the persons named in the enclosed form of Proxy intend to vote FOR the election of the Nominees. THE BOARD UNANIMOUSLY RECOMMENDS THAT EACH SHAREHOLDER VOTE "FOR" THE ELECTION OF THE ABOVE NOMINEES AS DIRECTORS.

APPOINTMENT OF AUDITOR

McGovern Hurley LLP, of 251 Consumers Road, Suite 800, North York, Ontario M2J 4R3, will be nominated at the Meeting for appointment as auditor of the Company to hold office until the close of the next annual general meeting of the Company at a remuneration to be fixed by the Board.

The Board unanimously recommends that the Shareholders vote "for" the appointment of McGovern Hurley LLP as auditor of the company, to hold office until the next annual general meeting of Shareholders, and to authorize the directors to fix their remuneration.

AUDIT COMMITTEE AND RELATIONSHIP WITH AUDITOR

The provisions of National Instrument 52-110 – *Audit Committees* ("**NI 52-110**") requires the Company, as a venture issuer, to disclose annually in its information circular certain information concerning the constitution of its audit committee and its relationship with its independent auditor, as set forth below.

Audit Committee's Charter

The Company's audit committee (the "**Audit Committee**") has a charter, a copy of which is attached as Schedule "A" hereto.

Composition of the Audit Committee

Pursuant to Section 6.1.1(3) of NI 52-110, a majority of the Audit Committee must not be executive officers, employees or control persons of the Company. Members of the Audit Committee are Clayton Fisher (Chair), Munaf Ali and Anthony Viele. Munaf Ali and Anthony Viele are considered to be independent as determined in accordance with NI 52-110. Clayton Fisher is not independent. All current members of the Audit Committee are considered to be financially literate.

An Audit Committee member is financially literate if he has the ability to read and understand a set of financial statements that present a breadth of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company's financial statements.

Relevant Education and Experience

Each member of the Audit Committee has adequate education and experience relevant to their performance as an Audit Committee member and, in particular, the requisite education and experience that provides the member with:

(a) an understanding of the accounting principles used by the Company to prepare its financial statements and the ability to assess the general application of those principles in connection with estimates, accruals and reserves;

(b) experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the Company's financial statements or experience actively supervising individuals engaged in such activities; and

(c) an understanding of internal controls and procedures for financial reporting.

See disclosure under heading "*Director Biographies*" above for further information.

Audit Committee Oversight

The Audit Committee has not made any recommendations to the Board to nominate or compensate any auditor other than McGovern Hurley LLP.

Pre-Approval Policies and Procedures

The Audit Committee has not adopted formal policies and procedures for the engagement of non-audit services. Subject to the requirements of the NI 52-110, the engagement of non-audit services is considered by, as applicable, the Board and the Audit Committee, on a case by case basis. See the Audit Committee Charter attached as Schedule "A" to this Circular.

External Auditor Service Fees

The Audit Committee has reviewed the nature and amount of the non-audit services provided by McGovern Hurley LLP to the Company to ensure auditor independence. The following table sets forth the fees paid by the Company to McGovern Hurley LLP for audit and non-audit services rendered in the fiscal years ended December 31, 2023 and December 31, 2022:

Nature of Services	Fees paid to Auditor in year ended December 31, 2023	Fees paid to Auditor in year ended December 31, 2022
Audit Fees (1)	$8,887.45	$9,300
Audit Related Fees (2)	Nil	Nil
Tax Fees (3)	$2,418.20	$1,575
All Other Fees (4)	Nil	Nil
Total	**$11,305.65**	**$10,875.00**

Notes:

(1) "Audit Fees" include fees necessary to perform the annual audit and quarterly reviews of the Company's consolidated financial statements. Audit Fees include fees for review of tax provisions and for accounting consultations on matters reflected in the financial statements. Audit Fees also include audit or other attest services required by legislation or regulation, such as comfort letters, consents, reviews of securities filings and statutory audits.

(2) "Audit-Related Fees" include services that are traditionally performed by the auditor. These audit-related services include employee benefit audits, due diligence assistance, accounting consultations on proposed transactions, internal control reviews and audit or attest services not required by legislation or regulation.

(3) "Tax Fees" include fees for all tax services other than those included in "Audit Fees" and "Audit-Related Fees". This category includes fees for tax compliance, tax planning and tax advice. Tax planning and tax advice includes assistance with tax audits and appeals, tax advice related to mergers and acquisitions, and requests for rulings or technical advice from tax authorities.

(4) "All Other Fees" include all other non-audit services.

Reliance on Certain Exemptions

The Company is relying upon the exemptions in section 6.1 of NI 52-110 in respect of Parts 3 (*Composition of the Audit Committee*) and 5 (*Reporting Obligations*) under NI 52-110.

CORPORATE GOVERNANCE

General

Corporate governance refers to the policies and structure of the board of directors of a company, whose members are elected by and are accountable to Shareholders. Corporate governance encourages establishing a reasonable degree of independence of the board of directors from executive management and the adoption of policies to ensure the board of directors recognizes the principles of good management.

The Board is committed to sound corporate governance practices; as such practices are both in the interests of Shareholders and help to contribute to effective and efficient decision-making.

Board of Directors

Directors are considered to be independent if they have 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 judgment or which is deemed to be a material relationship under NI 52-110.

The Board facilitates its independent supervision over management by holding regular meetings at which members of management or non-independent directors are not in attendance and by retaining independent consultants where it deems necessary. The independent Board members are Munaf Ali, Anthony Viele and Darren Collins. Clayton Fisher (Chief Executive Officer, Chief Financial Officer and Corporate Secretary) is a non-independent member.

Directorships

The directors are also currently serving as directors of other reporting issuers as follows:

Name of Director	Name of Reporting Issuer	Name of Exchange
Clayton Fisher	Discovery Harbour Resources Nordique Resources Inc.	TSXV CSE
Munaf Ali	Green Block Mining Corp.	CSE
Anthony Viele	Goodbridge Capital Corp. Steep Hill Inc.	TSXV CSE
Darren Collins	US Critical Metals Corp. Discovery Harbour Resources Corp. Harmony Acquisitions Corp. Newpath Resources Inc.	CSE TSXV TSXV CSE

Orientation and Continuing Education

Orientation of new members of the Board is conducted by informal meetings with members of the Board, briefings by management, and the provision of copies of or access to the Company's documents.

The Company has not adopted formal policies respecting continuing education for Board members. The Company encourages directors to undertake continuing education the costs of which are borne by the Company.

Ethical Business Conduct

The Board has not adopted a formal code of business conduct and ethics. The Board is of the view that the fiduciary duties placed on individual directors by the Company's governing legislation and common law together with corporate statutory restrictions on an individual director's participation in Board decisions in which the director has an interest are sufficient to ensure that the Board operates independently of management and in the best interests of the Company.

Nomination of Directors

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

The Board does not have a nominating committee and these functions are currently performed by the Board as a whole. However, if there is a change in the number of directors required by the Company, this practice may be reviewed.

If there is a change in the directors of a CPC prior to the completion of a Qualifying Transaction, each new director must comply with the policies of the TSXV and provide the TSXV with an undertaking as described in Section 14.12 of the CPC Policy.

Compensation

Other than as set forth herein, the Company did not pay any other compensation to the Named Executive Officer or directors (including personal benefits and securities or properties paid or distributed which compensation was not offered on the same terms to all full time employees) during the last completed fiscal year. See "*Compensation Discussion and Analysis*" below.

Other Board Committees

The Company does not have any committees of the Board other than the Audit Committee. When necessary, the Board will strike a special committee of independent directors to deal with matters requiring independent oversight.

Assessments

The Board monitors the adequacy of information given to directors, communication between the Board and management, and the strategic direction and processes of the Board and its committees.

No formal policy has been established to monitor the effectiveness of the directors, the Board and its committees. However, the Company believes that its corporate governance practices are appropriate and effective given the Company's developmental stage.

STATEMENT OF EXECUTIVE COMPENSATION

Compensation Discussion and Analysis

All capitalized terms used herein shall have the meaning ascribed thereto in the CPC Policy, unless otherwise defined herein. Section 8.1 of the CPC Policy states that until the completion of a Qualifying Transaction, no payment of any kind may be made, directly or indirectly, by a CPC to a Non-Arm's Length Party of the CPC or a Non-Arm's Length Party to the Qualifying Transaction, or to any person engaged in Investor Relations Activities in respect of the CPC or the securities of the CPC or any Resulting Issuer by any means including:

(a) remuneration, which includes, but is not limited to:
   i) salaries;
   ii) consulting fees;
   iii) management contract fees or directors' fees;
   iv) finder's fees;
   v) loans;
   vi) advances;
   vii) bonuses; and
(b) deposits and similar payments.

The only compensation that is permitted to the directors, officers, employees and consultants of the Company, so long as it is a CPC, is the granting of incentive stock options ("**Options**"). Due to the foregoing limitation, the Board does not consider the implications of the risks associated with the Company's compensation policies and practices.

Named Executive Officer

In this section "Named Executive Officer" (an "**NEO**") means:

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

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

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

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

The NEOs of the Company for the year ended December 31, 2023 and for the purpose of the following disclosure are:

Clayton Fisher	Chief Executive Officer, Chief Financial Officer, Corporate Secretary and Director

The Directors who are not NEOs of the Company for the year ended December 31, 2023 and for the purpose of the following disclosure are:

Munaf Ali	Director
Anthony Viele	Director
Darren Collins	Director

Director and Named Executive Officer Compensation

The following table of compensation, excluding Options and compensation securities, provides a summary of the compensation paid by the Company to NEOs and members of the Board for the financial years ended December 31, 2023 and December 31, 2022. Options and compensation securities are disclosed under the heading "*Stock Options and Other Compensation Securities*" in this Information Circular.

Table of Compensation Excluding Compensation Securities							
Name and principal position	**Year**	**Salary, consulting fee, retainer or commission ($)**	**Bonus ($)**	**Committee or meeting fees ($)**	**Value of Perquisites ($)**	**Value of all other compensation ($)**	**Total compensation ($)**
Clayton Fisher(1) CEO, CFO, Corporate Secretary and Director	2023 2022	Nil 5,000	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil 5,000
Munaf Ali Director	2023 2022	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil
Anthony Viele (2) Director	2023	Nil	Nil	Nil	Nil Nil	Nil	Nil
Darren Collins(3) Director	2023	Nil	Nil	Nil	Nil	Nil	Nil
Ryan Roebuck(4) Former CEO and Director	2023 2022	Nil 5,000	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil 5,000
Dylan Pillay (5) Former CFO and Corporate Secretary	2023 2022	Nil 5,000	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil 5,000

Notes:

(1) Mr. Fisher was appointed as a Director on March 10, 2022 and as CEO, CFO and Corporate Secretary on March 15, 2023.
(2) Mr. Viele was appointed as a Director on March 15, 2023.
(3) Mr. Collins was appointed as a Director on August 16, 2023.
(4) Mr. Roebuck was appointed as Chief Executive Officer and a Director on March 7, 2022. He resigned as Chief Executive Officer and a director on January 5, 2023.
(5) Mr. Pillay was appointed as Chief Financial Officer and a Director on March 7, 2022. He resigned as Chief Financial Officer and Corporate Secretary on January 10, 2023.

Stock Options and Other Compensation Securities

In July 2019, the Company adopted a stock option plan (the "**Option Plan**"), which permits the Board to grant Options to purchase up to ten percent (10%) of the issued number of Common Shares outstanding at the date of the grant. This year, certain housekeeping amendments were made to the Option Plan. The Option Plan is the Company's only equity compensation plan.

As of the date of this Circular, the Company has 274,000 Options to purchase Common Shares of the Company issued and outstanding.

The purpose of the Option Plan established by the Company, pursuant to which it may grant Options, is to promote the profitability and growth of the Company by facilitating the efforts of the Company to obtain and retain key individuals. The Option Plan provides an incentive for and encourages ownership of the Common Shares by its key individuals so that they may increase their stake in the Company and benefit from increases in the value of the Common Shares. Pursuant to the Option Plan, the maximum number of Common Shares reserved for issuance in any twelve (12) month period to any one optionee other than a consultant may not exceed 5% of the issued and outstanding Common Shares at the date of the grant. The maximum number of Common Shares reserved for issuance in any twelve (12) month period to any consultant may not exceed 2% of the issued and outstanding Common Shares at the date of the grant and the maximum number of Common Shares reserved for issuance in any twelve (12) month period to all persons engaged in investor relations activities may not exceed 2% of the issued and outstanding number of Common Shares at the date of the grant. The maximum number of Common Shares reserved for issuance in any twelve (12) month period to any Eligible Charitable Organization (as defined in the Option Plan) may not exceed 1% of the issued and outstanding Common Shares at the date of the grant.

Options may be exercised until ninety (90) calendar days following the date the optionee ceases to be a director, officer or employee of the Company or its affiliates or a consultant or a management company employee, provided that if the cessation of such position or arrangement was by reason of death, the Options may be exercised within a maximum period of one year after such death, subject to the expiry date of such Options, and provided that if the cessation of such position or arrangement was by reason of a termination for cause, the Options shall expire and terminate immediately.

The Option Plan is administered by the Board.

The Option Plan provides for the grant of Options to purchase Common Shares to eligible directors, officers, employees and consultants of the Company or any of its affiliates ("**Participants**"). The number of Common Shares reserved for issuance pursuant to Options granted to any one Participant, other than a consultant, shall not, within any twelve (12) month period, exceed 5% of the total number of Common Shares then issued and outstanding unless disinterested shareholder approval is obtained. The number of Common Shares issuable to any insider and such insiders' associates pursuant to Options granted under the Option Plan and all other security-based compensation arrangements of the Company shall not, at any time, exceed 10% of the total number of Common Shares then issued and outstanding, unless disinterested shareholder approval is obtained. The number of Common Shares issued to insiders and such insiders' associates pursuant to the Option Plan and all other security-based compensation arrangements shall not, within any twelve (12) month period, exceed 10% of the total number of Common Shares then issued and outstanding, unless disinterested shareholder approval is obtained. The number of Common Shares issued to any one consultant shall not, within any twelve (12) month period, exceed 2% of the total number of Common Shares then issued and outstanding. The number of Common Shares issued to all persons engaged to conduct investor relations activities shall not, within any twelve (12) month period, exceed 2% of the total number of Common Shares then issued and outstanding.

The exercise price of an Option is set by the Board at the time of grant, but may not be less than the Discounted Market Price (as defined in the policies of the TSXV). If a press release fixing the price is not issued, the Discounted Market Price is the closing price per Common Share on the TSXV on the last trading day preceding the date of grant on which there was a closing price (less the applicable discount) provided that, if the Board, in its sole discretion, determines that the closing price on the last trading day preceding the date of grant would not be representative of the market price of the Common Shares, then the Board may base the price on the greater of the closing price and the volume weighted average price per share for the Common Shares for five (5) consecutive trading days ending on the last trading day preceding the date of grant on which there was a closing price on the TSXV. The volume weighted average price shall be determined by dividing the aggregate sale price of all Common Shares sold on the TSXV during the said five (5) consecutive trading days, by the total number of Common Shares so sold.

The expiration of any option will be accelerated if the Participant's employment or other relationship with the Company terminates.

An optionee that ceases to be a Participant (for reasons other than termination for cause) has ninety (90) days from the date of termination to exercise all existing vested Options; provided that in no event shall such right extend beyond the Option period. In the event of the death of a Participant, the Options granted to the Participant shall be exercisable for a period of twelve (12) months from the date of death of the Participant by the person or persons to whom the Participant's rights under the Option shall pass by the

Participant's will or the laws of descent and distribution; provided that in no event shall such right extend beyond the Option period. If the date on which an Option expires occurs within or immediately following the last day of a trading black-out period imposed pursuant to the Company's insider trading policy (as may be amended from time to time), then the expiry date of such Option shall be the date that is ten (10) business days following the date of expiry of the trading black-out period.

Any exercise, cancellation or expiry of Options will make new grants available under the Option Plan effectively resulting in re-loading of the number of Options available to grant under the Option Plan.

The Option Plan further provides for the termination of Options in connection with certain fundamental changes such as the dissolution, liquidation or merger of the Company, or in the event of a change of control of the Company and provides for accelerated vesting in such circumstances, at the discretion of the Board. Subject to the approval of any stock exchange on which the Company's securities are listed, the Board may suspend, amend or terminate the Option Plan.

The following types of amendments to the Option Plan or an Option granted under the Option Plan require shareholder approval: (a) amendments to the number of Common Shares (or other securities) issuable under the Option Plan; (b) any amendment which reduces the exercise price of an Option that is held by an insider; (c) any amendment to the number of Common Shares (or other securities) issuable to an insider; (d) any amendment which extends the term of an Option held by or benefiting an insider; (e) amendments to the definition of "Participants"; (f) any amendment which adds any form of financial assistance; (g) any amendment to a financial assistance provision which is more favourable to Participants; (h) any amendment which adds a cashless exercise feature which does not provide for a full deduction of the number of underlying securities from the Option Plan reserve; and (i) amendments adding a deferred or restricted share unit which results in Participants receiving securities while no cash consideration is received by the Company. The Board may approve all other amendments to the Option Plan or Options granted under the Option Plan.

Until the Company completes its Qualifying Transaction and ceases to be a CPC, all Options granted under the Option Plan will be subject to the terms and conditions of the CPC Policy.

No stock options were granted by the Company and no stock options were exercised during the financial year ended December 31, 2023.

Employment, Consulting and Management Agreements

The Company has no plan, contract or arrangement, compensatory or otherwise: (1) regarding the employment of a Named Executive Officer, or (2) whereby a Named Executive Officer is entitled to receive more than $100,000 (including periodic payments or instalments) in the event of the Named Executive Officer's resignation, retirement or employment, a change of control of the Company, or a change in the Named Executive Officer's responsibilities following a change in control of the Company.

Oversight and description of director and NEO compensation

The Board is responsible for determining compensation for the officers and non-executive directors of the Company.

The Company is a "capital pool company" or "CPC" in accordance with Exchange policies and, at present, does not conduct any active business operations. Until such time as a "Qualifying Transaction" as defined in the TSXV policies has been completed, no compensation is intended to be paid to any NEOs or directors.

Pension Disclosure

The Company has no defined benefit, defined contribution, pension, retirement, deferred compensation or actuarial plans for the NEOs or directors of the Company.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

Policy 4.4 specifies that all listed issuers must implement a stock option plan. The Company's "rolling" 10% plan as characterized by Policy 4.4 pursuant to which the aggregate number of Common Shares reserved for issuance thereunder may not exceed, at the time of grant, in aggregate, 10% of the Company's issued and outstanding Common Shares from time to time. Pursuant to Policy 4.4, the Company must obtain approval from both the Shareholders and the TSXV for continuation of the Option Plan annually.

A copy of the Option Plan is attached as Schedule "B" hereto.

The following table sets out equity compensation plan information as at the December 31, 2023 financial year end:

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by the securityholders (the Stock Option Plan)	274,000 Common Shares	$0.10	1,078,333 Common Shares (2)
Equity compensation plans not approved by the securityholders(1)	Nil	N/A	Nil
Total:	274,000 Common Shares	$0.10	1,078,333 Common Shares

Notes:

(1) Options granted in accordance with CPC Policy and such grants did not require shareholder approval.
(2) As of the Record Date, the Company had 13,523,334 Common Shares issued and outstanding. Pursuant to the Option Plan (as hereinafter defined), the Company is permitted to grant options to purchase up to ten percent (10%) of the issued number of Common Shares outstanding at the date of the grant.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

No directors, proposed nominees for election as directors, executive officers or their respective associates or affiliates, or other management of the Company were indebted to the Company or have any indebtedness that is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company, as of the end of the most recently completed financial year or as at the date hereof.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

To the knowledge of management of the Company, no informed person (a director, officer or holder of 10% or more of the Common Shares) or nominee for election as a director of the Company or any associate or affiliate of any informed person or proposed director had any interest in any transaction (other than solely in such person's capacity as a Shareholder) which has materially affected or would materially affect the Company during the most recently completed financial year, or has any interest in any material transaction in the current year or as of the date hereof.

MANAGEMENT CONTRACTS

The business of the Company is managed by its directors and officers and the Company has no management agreement with persons who are not officers or directors of the Company.

PARTICULARS OF MATTERS TO BE ACTED UPON

Items of Business

A. Financial Statements – see page 4 above.

B. Election of Directors – see page 5 above.

C. Appointment of Auditor – see page 9 above.

D. Ratification and Approval of 10% Rolling Stock Option Plan for Continuation – see page 14 above and "*Ratification and Approval of 10% Rolling Stock Option Plan for Continuation*" below.

Ratification and Approval of 10% Rolling Stock Option Plan for Continuation

The Option Plan is described above in this Information Circular under "*Statement of Executive Compensation – Stock Options and Other Compensation Securities*".

To comply with the policies of the TSXV covering "rolling" option plans, continued grants under the Option Plan must be approved annually by Shareholders. At the Meeting, Shareholders will be asked to ratify and approve the Option Plan, as amended, for continuation until the next annual general meeting of the Company.

As at August 15, 2024, there were 13,523,334 Common Shares issued and outstanding. Accordingly, under the Option Plan the Company has the authority to grant options to purchase up to a total of 1,352,333 Common Shares.

Shareholder Approval

At the Meeting, Shareholders will be asked to consider, and if deemed appropriate, to pass, with or without variation, an ordinary resolution ratifying and approving for continuation the Option Plan (the "**Option Plan Ratification Resolution**). The full text of the Option Plan Ratification Resolution is set out below. In order to be passed, the resolution requires the approval of a majority of the votes cast thereon by Shareholders present in person or represented by proxy at the Meeting. The directors of the Company unanimously recommend that Shareholders vote in favour of the Option Plan Ratification Resolution.

RESOLVED as an ordinary resolution that:

1. the ratification and approval of the Option Plan be ratified and approved for continuation until the next annual meeting of the Company;

2. the number of Common Shares of the Company reserved for issuance under the Option Plan shall not exceed 10% of the Company's issued and outstanding share capital as set out in the Option Plan;

3. to the extent permitted by law, the Company be authorized to abandon all or any part of the Option Plan if the Board deems it appropriate and in the best interest of the Company to do so; and

4. any one or more directors and officers of the Company be authorized to perform all such acts, deeds and things and execute, under seal of the Company or otherwise, all such documents as may be required to give effect to this resolution."

An ordinary resolution is a resolution passed by Shareholders at a general meeting by a simple majority of the votes cast in person or by proxy. **In the absence of a contrary instruction, the persons named in the enclosed form of proxy intend to vote in favour of the above ordinary resolution.**

ADDITIONAL INFORMATION

Financial information is provided in the Financial Statements. Copies of the Financial Statements are available on www.sedarplus.ca and will be available at the Meeting.

Additional information relating to the Company is available as filed on www.sedarplus.ca and upon request from the Company's Chief Executive Officer at Suite 600, 1285 West Broadway, Vancouver, British Columbia V6H 3X8, Telephone: (672) 339-3473, Email: clayton@3ebventures.com. Copies of documents will be provided free of charge to Shareholders. The Company may require the payment of a reasonable charge from any person or company who is not a security holder of the Company, who requests a copy of any such document.

OTHER MATTERS

The Board is not aware of any other matters which it anticipates will come before the Meeting as of the date of mailing of this Circular.

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

APPROVED by the Board at Vancouver, British Columbia, this 15th day of August, 2024.

BY ORDER OF THE BOARD

"*Clayton Fisher*"

Clayton Fisher
Chief Executive Officer, Chief Financial Officer, Corporate Secretary and Director

SCHEDULE “A”

LOGICA VENTURES CORP.
(THE “CORPORATION”)
AUDIT COMMITTEE CHARTER

A. Composition and Process

1. The audit committee of the Corporation (the “**Audit Committee**”) shall be composed of a minimum of three members of the board of directors of the Corporation (the “**Board of Directors**”), a majority of whom are independent. An independent director, as defined in *National Instrument 52-110 - Audit Committees* (“**NI 52- 110**”) is a director who has no direct or indirect material relationship which could, in the view of the Corporation’s Board of Directors, be reasonably expected to interfere with the exercise of a members independent judgment or as otherwise determined to be independent in accordance with NI 52-110.

2. Members shall serve one-year terms and may serve consecutive terms, which are encouraged to ensure continuity of experience.

3. The chairperson of the Audit Committee (the “**Chairperson**”) shall be appointed by the Board of Directors for a one-year term, and may serve any number of consecutive terms.

4. All members of the Audit Committee are encouraged to become financially literate if they are not already. Financial literacy is the ability to read and understand a balance sheet, income statement and cash flow statement that present a breadth and level of complexity comparable to the Corporation’s financial statements.

5. The Chairperson shall, in consultation with management, establish the agenda for the meetings and ensure that properly prepared agenda materials are circulated to the members with sufficient time for study prior to the meeting.

6. The Audit Committee shall try to meet at least four times per year and may call special meetings as required. A quorum at meetings of the Audit Committee shall be its Chairperson and one of its other members or the Chairman of the Board of Directors. The Audit Committee may hold its meetings, and members of the Audit Committee may attend meetings, by telephone conference if this is deemed appropriate.

7. The minutes of the Audit Committee meetings shall accurately record the decisions reached and shall be distributed to Audit Committee members with copies where applicable to the Board of Directors, the Chief Executive Officer, the Chief Financial Officer and the external auditor.

8. The Audit Committee enquires about potential claims, assessments and other contingent liabilities.

9. The Charter of the Audit Committee shall be reviewed by the Board of Directors on an annual basis.

B. Authority

1. Appointed by the Board of Directors pursuant to provisions of the *Business Corporations Act* (Ontario) and the Memorandum and Articles of Association of the Corporation.

2. Primary responsibility for the Corporation’s financial reporting, accounting systems and internal controls is vested in senior management and is overseen by the Board of Directors. The Audit Committee is a standing committee of the Board of Directors established to assist it in fulfilling its responsibilities in this regard. The Audit Committee shall have responsibility for overseeing management reporting on internal controls. While it is management’s responsibility to design and implement an effective system of internal control, it is the responsibility of the Audit Committee to ensure that management has done so.

3. In fulfilling its responsibilities, the Audit Committee shall have unrestricted access to the Corporation’s personnel and documents and will be provided with the resources necessary to carry out its responsibilities.

4. The Audit Committee shall have direct communication channels with the internal auditor (if any) and the external auditor to discuss and review specific issues, as appropriate.

5. The Audit Committee shall have the authority to engage independent counsel and other advisors as it determines necessary to carry out its duties.

6. The Audit Committee shall establish the compensation to be paid to any advisors employed by the Audit Committee and such compensation shall be paid by the Corporation as directed by the Audit Committee.

C. <u>Relationship with External Auditors</u>

1. An external auditor must report directly to the Audit Committee.

2. The Audit Committee is directly responsible for overseeing the work of the external auditor including the resolution of disagreements between management and the external auditor regarding financial reporting.

3. The Audit Committee shall implement structures and procedures to ensure that it meets with the external auditor on at least an annual basis in the absence of management.

D. <u>Accounting Systems, Internal Controls and Procedures</u>

1. Obtain reasonable assurance from discussions with and/or reports from management, and reports from external auditors that accounting systems are reliable and that the prescribed internal controls are operating effectively for the Corporation and its subsidiaries and affiliates.

2. The Audit Committee shall review to ensure to its satisfaction that adequate procedures are in place for the review of the Corporation's disclosure of financial information extracted or derived from the Corporation's financial statements and will periodically assess the adequacy of those procedures.

3. Direct the external auditor's examinations to particular areas.

4. Review control weaknesses identified by the external auditor, together with management's response.

5. Review with the external auditor its view of the qualifications and performance of the key financial and accounting executives.

6. In order to preserve the independence of the external auditor the Audit Committee will:

   (i) Recommend to the Board of Directors the external auditor to be nominated; and

   (ii) Recommend to the Board of Directors the compensation of the external auditor's engagement;

7. The Audit Committee shall review and pre-approve any engagements for non-audit services to be provided by the external auditor or its affiliates, together with estimated fees, and consider the impact on the independence of the external auditor.

8. Review with management and with the external auditor any proposed changes in major accounting policies, the presentation and impact of significant risks and uncertainties, and key estimates and judgments of management that may be material to financial reporting.

9. The Audit Committee shall review and approve the Corporation's hiring policies regarding partners, employees and former partners and employees of the present and most recent former external auditor of the Corporation.

10. The Audit Committee shall establish procedures for the receipt, retention and treatment of complaints received by the Corporation regarding accounting, internal accounting controls or auditing matters and the confidential

anonymous submission by employees of the Corporation of concerns regarding questionable accounting or auditing matters.

11. The Audit Committee shall on an annual basis, prior to public disclosure of its annual financial statements, ensure that the external auditor's participant status has not been terminated, or, if its participant status was terminated, has been reinstated in accordance with the Canadian Public Accountability Board ("**CPAB**") bylaws and is in compliance with any restriction or sanction imposed by the CPAB.

E. Statutory and Regulatory Responsibilities

1. Annual Financial Information - review the annual audited financial statements and related management's discussion and analysis ("**MD&A**"), including any related press releases if same contains material information, and recommend their approval to the Board of Directors, after discussing matters such as the selection of accounting policies (and changes thereto), major accounting judgments, accruals and estimates with management and the external auditor.

2. Annual Report - review the management MD&A section and all other relevant sections of the annual report, if prepared, to ensure consistency of all financial information included in the annual report.

3. Interim Financial Statements - review the quarterly interim financial statements and related MD&A, related press releases and recommend their approval to the Board of Directors.

4. Earnings Guidance/Forecasts - review forecasted financial information and forward looking statements.

F. Reporting

1. Report, through the Chairperson of the Audit Committee, to the Board of Directors following each meeting on the major discussions and decisions made by the Audit Committee.

2. Review the Audit Committee's Charter annually and recommend the approval of any proposed amendments to the Board of Directors.

G. Other Responsibilities

1. Investigating fraud, illegal acts or conflicts of interest.

2. Discussing selected issues with corporate counsel or the external auditor or management.

SCHEDULE "B"

LOGICA VENTURES CORP.

STOCK OPTION PLAN

LOGICA VENTURES CORP.

STOCK OPTION PLAN

1. Purpose of the Plan

The purpose of the Plan is to provide the Participants with an opportunity to purchase Common Shares and benefit from the appreciation thereof. This proprietary interest in the Corporation will provide an increased incentive for the Participants to contribute to the future success and prosperity of the Corporation, thus enhancing the value of the Common Shares for the benefit of all the shareholders and increasing the ability of the Corporation and its Subsidiaries, if any, to attract and retain individuals of exceptional skill.

2. Defined Terms

2. 1 Where used herein, the following terms shall have the following meanings:

(a) "**Acceleration Right**" means the Participant's right, in certain circumstances, to exercise its outstanding Option as to any or all of the Common Shares in respect of which such Option has not previously been exercised and which the Participant is entitled to exercise, including in respect of Common Shares not otherwise vested at such time;

(b) "**Board**" means the board of directors of the Corporation;

(c) "**Business Day**" means each day other than a Saturday, Sunday or statutory holiday in Ontario, Canada;

(d) "**Charitable Stock Options**" means Options granted to Eligible Charitable Organizations, as defined below";

(e) "**Common Shares**" means the common shares in the capital of the Corporation or, in the event of an adjustment contemplated by Article 8, such shares to which a Participant may be entitled upon the exercise of an Option as a result of such adjustment;

(f) "**Corporation**" means Logica Ventures Corp., and includes any successor corporation thereof;

(g) "**Eligible Charitable Organization**" has the meaning ascribed thereto in Policy 4.4 – *Security Based Compensation* of the Exchange Corporate Finance Manual;

(h) "**Exchange**" means the TSX Venture Exchange or, if the Common Shares are not then listed and posted for trading on the TSX Venture Exchange, then on any stock exchange in Canada on which such shares are listed and posted for trading or any other regulatory body having jurisdiction as may be selected for such purpose by the Board;

(i) "**Exchange Hold Period**" has the meaning assigned by Policy 1.1 of the Exchange's Corporate Finance Manual;

(j) "**Exercise Notice**" means the notice in writing signed by the Participant or the Participant's legal personal representatives addressed to the Corporation specifying an intention to exercise all or a portion of the Participant's Options;

(k) “**Expiry Time**” means the time at which the Options will expire, being 4:00 p.m. (Toronto time) on a date to be fixed by the Board at the time the Option is granted, which date will not be more than ten (10) years from the date of grant;

(l) “**Insider**” has the meaning ascribed thereto in Policy 1.1 – *Interpretation* of the Exchange Corporate Finance Manual;

(m) “**Investor Relations Service Provider**” has the meaning ascribed thereto in Policy 4.4 – *Security Based Compensation* of the Exchange Corporate Finance Manual;

(n) “**Option**” means an option to purchase Common Shares from treasury granted by the Corporation to a Participant, subject to the provisions contained herein;

(o) “**Option Price**” means the price per share at which Common Shares may be purchased under the Option, as the same may be adjusted herein;

(p) “**Participants**” means the directors, officers and employees of, and Consultants to, the Corporation or its Subsidiaries, if any, any Eligible Charitable Organization and, subject to compliance with the applicable requirements of the Exchange, the Personal Holding Companies of such persons, to whom an Option has been granted by the Board pursuant to the Plan and which Option or a portion thereof remains unexercised;

(q) “**Personal Holding Company**” means a corporation of which 100% of the voting shares are beneficially owned, directly or indirectly, by a director, officer or employee of, or Consultant to, the Corporation or its Subsidiaries, if any, and such entity shall be bound by the Plan in the same manner as if the Options were held directly;

(r) “**Plan**” means this stock option plan of the Corporation, as the same may be amended or varied from time to time;

(s) “**Security Based Compensation Plan**” has the meaning ascribed thereto in Policy 4.4 – *Security Based Compensation* of the Exchange Corporate Finance Manual;

(t) “**Subsidiary**” means any corporation that is a subsidiary of the Corporation, as such term is defined in National Instrument 45-106 – *Prospectus Exemptions*;

(u) “**Take-Over Bid**” has the meaning ascribed thereto in the *Securities Act* (Ontario), as such provision is from time to time amended, varied or re-enacted; and

(v) “**VWAP”** means the volume weighted average trading price of the Common Shares listed on the Exchange calculated by dividing the total value by the total volume of such securities traded for the five (5) trading days immediately preceding the exercise of the subject Option, provided that where appropriate, the Exchange may exclude internal crosses and certain other special trade terms from the calculation.

2. 2 All other capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the TSX Venture Exchange Corporate Finance Manual.

3. Administration of the Plan

3. 1 The Board shall administer the Plan. Options granted under the Plan shall be granted in accordance with determinations made by the Board pursuant to the provisions of the Plan as to: (a) the Participants to whom and the time or times at which the Options will be granted; (b) the number of Common Shares which

shall be the subject of each Option; (c) any vesting provisions attaching to the Options; and (d) the terms and provisions of the respective stock option agreements; provided however, that each director, officer, employee or Consultant shall have the right not to participate in the Plan and any decision not to participate therein shall not affect such person's employment by or engagement with the Corporation. The Board and the applicable Participate shall both be responsible for ensuring that Participants under the Plan are eligible to participate under the Plan, and, if required by the Exchange, shall represent and confirm that the Participant is a *bona fide* employee, Consultant or Management Company Employee (as such term is defined in Policy 4.4 – *Security Based Compensation* of the Exchange Corporate Finance Manual).

3. 2 The Board may, from time to time, adopt such rules and regulations for administering the Plan as it may deem proper and in the best interests of the Corporation and may, subject to applicable law, delegate its powers hereunder to administer the Plan to a committee of the Board (the "**Committee**"). The Committee shall be comprised of three or more members of the Board who shall serve at the pleasure of the Board. Vacancies occurring on the Committee shall be filled by the Board.

3. 3 The Committee (or the Board where the Committee has not been constituted) shall have the power to delegate to any member of the Board or officer so designated (the "**Administrator**"), the power to determine which Participants are to be granted Options and to grant such Options, the number of Common Shares purchasable under each Option, the Option Price and the time or times when and the manner in which Options are exercisable, and the Administrator shall make such determinations in accordance with the provisions of the Plan and with applicable securities and stock exchange regulatory requirements, subject to final approval by the Committee or Board.

4. Granting of Option

4. 1 Participants may be granted Options from time to time. The grant of Options will be subject to the conditions contained herein and may be subject to additional conditions determined by the Board from time to time. Each Option granted hereunder shall be evidenced by an agreement in writing, signed on behalf of the Corporation and by the Participant, in substantially the form attached hereto as Schedule "A" or such other form as the Board may approve from time to time. Each such agreement shall recite that any such grant of Options will be subject to the provisions of the Plan.

4. 2 The aggregate number of Common Shares of the Corporation allocated and made available to be granted to Participants under the Plan, together with any Common Shares allocated and made available to Participants under any other Security Based Compensation Plan of the Corporation, shall not exceed 10% of the issued and outstanding Common Shares of the Corporation as at the date of grant (on a non-diluted basis).

4. 3 The Plan shall be a "rolling" plan as described under Policy 4.4 – *Security Based Compensation* of the Exchange Corporate Finance Manual. Any issuance of Common Shares from treasury pursuant to the exercise of Options shall automatically replenish the number of Common Shares available for Option grants under the Plan. Common Shares in respect of which Options are cancelled or not exercised prior to expiry, for any reason, shall be available for subsequent Option grants under the Plan. No fractional shares may be purchased or issued hereunder.

4. 4 The Corporation shall at all times, during the term of the Plan, reserve and keep available such number of Common Shares as will be sufficient to satisfy the requirements of the Plan.

4. 5 Any grant of Options under the Plan shall be subject to the following restrictions:

(a) the aggregate number of Common Shares issuable pursuant to Options granted to all Insiders (as a group) pursuant to the Plan and any other Security Based Compensation Plan of the Corporation may not exceed 10% of the Corporation's total issued and outstanding

Common Shares at any point in time, unless disinterested shareholder approval is obtained in accordance with the policies of the Exchange;

(b) the aggregate number of Common Shares issuable to all Insiders (as a group) pursuant to the Plan and any other Security Based Compensation Plan of the Corporation in any 12-month period may not exceed 10% of the Corporation's total issued and outstanding Common Shares (determined as of date of grant to Insider), unless disinterested shareholder approval is obtained in accordance with the policies of the Exchange;

(c) the aggregate number of Common Shares issuable to any one Participant, other than a Consultant or Eligible Charitable Organization, pursuant to the Plan and any other Security Based Compensation Plan of the Corporation in any 12-month period may not exceed 5% of the Corporation's total issued and outstanding Common Shares (determined as of date of grant to Participant), unless disinterested shareholder approval is obtained in accordance with the policies of the Exchange;

(d) the aggregate number of Options granted to any one Consultant in any 12-month period may not exceed 2% of the Corporation's total issued and outstanding Common Shares (determined as of date of grant to Consultant);

(e) the aggregate number of Charitable Stock Options granted to an Eligible Charitable Organization in any 12-month period may not exceed 1% of the Corporation's total issued and outstanding Common Shares (determined as of date of grant to Eligible Charitable Organization) and must expire on or before the earlier of:

(i) the date that is 10 years from the date of grant of the Charitable Stock Option; and

(ii) the 90th day following the date that the holder of the Charitable Stock Option ceases to be an Eligible Charitable Organization;

(f) the aggregate number of Options granted to all persons engaged to conduct Investor Relations Activities (as such term is defined in Policy 1.1 – *Interpretation* of the Exchange Corporate Finance Manual) in any 12-month period may not exceed 2% of the of the Corporation's total issued and outstanding Common Shares (determined as of date of grant to Investor Relations Service Provider).

4. 6 Subject to the other terms and conditions applicable to any Option granted under the Plan, a Participant shall be permitted to elect to exercise any Option granted under the Plan on a "cashless basis" or "net exercise basis" as follows:

(a) "*cashless basis*" – a cashless exercise occurs when the Corporation has an arrangement with a brokerage firm pursuant to which the brokerage firm will loan money to a Participant to purchase the shares underlying the Options and then the brokerage firm sells a sufficient number of shares underlying the Options to cover the exercise price of the Options in order to repay the loan made to the Participant. The brokerage firm receives an equivalent number of shares underlying the Options from the exercise of the Options and the Participant then receives the balance of the shares or the cash proceeds from the balance of such shares underling the Options; and

(b) "*net exercise basis*" – under a net exercise the Options, excluding Options held by an Investor Relations Service Provider, are exercised without the Participant making any cash payment so the Corporation does not receive any cash from the exercise of the subject Options, and instead the Participant receives only the number of shares underlying the

Options equal to the number which results when dividing: (i) the product of the number of Options being exercised multiplied by the difference between the VWAP of the underlying shares and the exercise price of the subject Options by (ii) the VWAP of each underlying share.

4. 7 All Options granted pursuant to the Plan shall be subject to rules and policies of the Exchange and any other regulatory body having jurisdiction.

4. 8 A Participant who has been granted an Option may, if otherwise eligible, and if permitted under the policies of the Exchange, be granted an additional Option if the Board so determines.

5. Option Price

5. 1 Subject to applicable Exchange approval, the Option Price shall be fixed by the Board at the time the Option is granted to a Participant. In no event shall the Option Price be less than the Discounted Market Price (as such term is defined in Policy 1.1 – *Interpretation* of the Exchange Corporate Finance Manual).

5. 2 If a press release fixing the price is not issued, the Discounted Market Price is the closing price per Common Share on the Exchange on the last trading day preceding the date of grant on which there was a closing price (less the applicable discount) or, if the Common Shares are not listed on any stock exchange, a price determined by the Board; provided that, if the Board, in its sole discretion, determines that the closing price on the last trading day preceding the date of grant would not be representative of the market price of the Common Shares, then the Board may base the price on the greater of the closing price and the volume weighted average price per share for the Common Shares for five (5) consecutive trading days ending on the last trading day preceding the date of grant on which there was a closing price on the Exchange. The volume weighted average price shall be determined by dividing the aggregate sale price of all Common Shares sold on the Exchange during the said five (5) consecutive trading days, by the total number of Common Shares so sold.

5. 3 Once the Option Price has been determined by the Board, accepted by the Exchange and the Option has been granted, if the Participant is an Insider, the Option Price may only be reduced if disinterested shareholder approval is obtained in accordance with the policies of the Exchange; provided that such disinterested shareholder approval is then a requirement of the Exchange or other regulatory body having jurisdiction.

6. Term of Option

6. 1 The term of the Option shall be a period of time fixed by the Board, not to exceed ten (10) years from the date of grant. The term of any Option granted to Insiders may only be extended if disinterested shareholder approval is obtained in accordance with the policies of the Exchange. Unless the Board determines otherwise, Options shall be exercisable in whole or in part at any time during this period in accordance with such vesting provisions, conditions or limitations (including applicable hold periods) as are herein contained or as the Board may from time to time impose, or as may be required by the Exchange or under applicable securities law.

6. 2 Each Option and all rights thereunder shall be expressed to expire at the Expiry Time, but shall be subject to earlier termination in accordance with Section 11.

6. 3 Subject to any specific requirements of the Exchange and Section 6.4 the Board shall determine the vesting period or periods within the Option term, during which a Participant may exercise an Option or a portion thereof.

6. 4 Options granted to any Investor Relations Service Provider must vest in stages over a period of not less than 12 months, with no more than one-quarter (1/4) of such Options vesting in any three–month period.

6. 5 In addition to any resale restriction under securities laws, an Option may be subject to a four–month Exchange Hold Period commencing on the date the Option is granted (in accordance with Policy 3.2 – *Filing Requirements and Continuous Disclosure* and Policy 4.4 - *Security Based Compensation* of the Exchange Corporate Finance Manual). Without limiting the generality of the foregoing, any Option granted to an Insider or Consultant or granted with an exercise price at a discount to the Market Price will be subject to a four month Exchange Hold Period commencing on the date the Option is granted and will bear a legend reflecting the Exchange Hold Period.

6. 6 Except in the case of a Participant's Option that terminates pursuant to Section 11.3, in the event that the term of any Option expires within a "blackout period" imposed by the Corporation, the Option shall expire on the date (the "**Blackout Expiration Date**") that is ten (10) Business Days following the end of such blackout period. The Blackout Expiration Date shall not be subject to the discretion of the Board.

7. Exercise of Option

7. 1 Subject to the provisions of the Plan and the terms of any stock option agreement, an Option or a portion thereof may be exercised, from time to time, by delivery of the Exercise Notice to the Corporation's principal office in Toronto, Ontario. The Exercise Notice shall state the intention of the Participant or the Participant's legal personal representative to exercise the said Option or a portion thereof and specify the number of Common Shares in respect of which the Option is then being exercised, and shall be accompanied by the full purchase price of the Common Shares which are the subject of the exercise (or, alternatively, indicating that the Participant is exercising such Option on a cashless basis or net exercise basis, as applicable). Such Exercise Notice shall contain the Participant's undertaking to comply, to the satisfaction of the Corporation, with all applicable requirements of the Exchange and any applicable regulatory authorities.

8. Adjustments in Shares

8. 1 If the outstanding shares of the Corporation are increased, decreased, changed into or exchanged for a different number or kind of shares or securities of the Corporation through a re-organization, plan of arrangement, merger, re-capitalization, re-classification, stock dividend, subdivision or consolidation, an appropriate and proportionate adjustment shall be made by the Board in its discretion, subject to the prior approval of the Exchange for all such share capital adjustments other than a share subdivision or consolidation, in the number or kind of shares optioned and the exercise price per share with respect to: (a) previously granted and unexercised Options or portions thereof; and (b) Options which may be granted subsequent to any such change in the Corporation's capital.

8. 2 Determinations by the Board as to what adjustments shall be made, and the extent thereof, shall be final, binding and conclusive. The Corporation shall not be obligated to issue fractional securities in satisfaction of any of its obligations hereunder.

9. Accelerated Vesting

9. 1 In the event that certain events such as a liquidation or dissolution of the Corporation or a re-organization, plan of arrangement, merger or consolidation of the Corporation with one or more corporations, as a result of which the Corporation is not the surviving corporation, or the sale by the Corporation of all or substantially all of the property and assets of the Corporation to another corporation prior to the Expiry Time, is proposed or contemplated, the Board may, notwithstanding the terms of the Plan or any stock option agreements issued hereunder, exercise its discretion, by way of resolution, to permit accelerated vesting of Options on such terms as the Board sees fit at that time. If the Board, in its

sole discretion, determines that the Common Shares subject to any Option granted hereunder shall vest on an accelerated basis, all Participants are entitled to exercise an unexercised portion of Options then outstanding shall have the right at such time, upon written notice being given by the Corporation, to exercise such Options to the extent specified and permitted by the Board and within the time period specified by the Board, which shall not extend past the Expiry Time.

9. 2 An Option may provide that whenever the Corporation's shareholders receive a Take-Over Bid and the Corporation supports this bid, pursuant to which the "offeror" would, as a result of such Take-Over Bid being successful, beneficially own in excess of 50% of the outstanding Common Shares, the Participant may exercise the Acceleration Right. The Acceleration Right shall commence on the date of the mailing of the Board circular recommending acceptance of the Take-Over Bid and end on the earlier of:

(a) the Expiry Time; and

(b) (i) in the event the Take-Over Bid is unsuccessful, the expiry date of the Take-Over Bid; and (ii) in the event the Take-Over Bid is successful, the tenth day following the expiry date of the Take-Over Bid.

9. 3 At the time of the termination of the Acceleration Right, the original vesting terms of the Options shall be reinstated with respect to the Common Shares issuable thereunder which were not acquired by the holders of such Options pursuant to the terms thereof. Notwithstanding the foregoing, the Acceleration Right may be extended for such longer period as the Board may resolve.

10. Decisions of the Board

All decisions and interpretations of the Board respecting the Plan or Options granted thereunder shall be conclusive and binding on the Corporation and the Participants and their respective legal personal representatives and on all directors, officers, employees and Consultants of the Corporation who are eligible to participate under the Plan.

11. Ceasing to be a Director, Officer, Employee or Consultant

11. 1 Subject to the terms of the applicable stock option agreements and subject to Sections 11.3 and 11.4, in the event of the Participant ceasing to be a director, officer, employee or Consultant of the Corporation or a Subsidiary, if any, for any reason other than death, including the resignation or retirement of the Participant or the termination by the Corporation or a Subsidiary of the employment of the Participant, prior to the Expiry Time, all then vested Options (including those Options held by a Participant's Personal Holding Company) may be exercised as to such Common Shares in respect of which the Option has not previously been exercised (and as the Participant would have been entitled to exercise) at any time up to and including (but not after) the earlier of: (a) the Expiry Time; and (b) a date that is 90 days (or such other period as may be determined by the Board, provided that such period is not more than 12 months) following the effective date of such resignation or retirement or a date that is 90 days (or such other period as may be determined by the Board, provided that such period is not more than 12 months) following termination of employment, whether such termination is with or without reasonable notice, and subject to such shorter period as may be otherwise specified in the stock option agreement, after which date all unexercised Options shall forthwith expire and terminate and be of no further force or effect whatsoever.

11. 2 In consideration of the Option hereby granted, in the event of the resignation or retirement of the Participant or the termination of employment by the Corporation without cause, the Participant hereby covenants not to sue the Corporation for damages arising from the loss of rights granted hereunder and releases the Corporation from any damages.

11. 3 Notwithstanding the foregoing, in the event of termination for cause, all vested and unvested Options (including those Options held by a Participant's Personal Holding Company) shall expire and terminate immediately at the time of delivery of notice of termination of employment for cause to the Participant by the Corporation or a Subsidiary, if any, and shall be of no further force or effect whatsoever as to the Common Shares in respect of which an Option has not previously been exercised.

11. 4 In the event of the death of a Participant on or prior to the Expiry Time, all then vested Options (including those Options held by a Participant's Personal Holding Company) may be exercised as to such of the Common Shares in respect of which such Option has not previously been exercised (and as the Participant would have been entitled to purchase), by the legal personal representatives of the Participant at any time up to 12 months from the date of death of the Participant, after which date all unexercised Options shall forthwith expire and terminate and be of no further force or effect whatsoever.

11. 5 For greater certainty, no unvested Options as at the date that a Participant ceases to be a director, officer or employee of, or Consultant to, the Corporation or a Subsidiary, as applicable, shall be exercisable by such Participant or legal personal representatives of such Participant.

11. 6 Options shall not be affected by any change of employment of the Participant where the Participant continues to be employed by the Corporation or any of its Subsidiaries, if any.

12. Transferability

All benefits, rights and options accruing to any Participant in accordance with the terms and conditions of the Plan shall not be transferable or assignable unless specifically provided herein or to the extent, if any, permitted by the Exchange.

13. Amendment or Discontinuance of Plan

13. 1 The approval of the Board, and the requisite approval from the Exchange and the shareholders of the Corporation (including disinterested shareholder approval if required by the policies of the Exchange), shall be required for any of the following amendments to be made to the Plan:

(a) any change to the definition of "Participants" which would have the potential of broadening or increasing the scope of participation in the Plan;

(b) any increase to the fixed maximum percentage of Common Shares issuable under the Plan (from time to time);

(c) an increase in the maximum number of Common Shares that may be issued to Insiders (as a group) within any 12-month period;

(d) an increase in the maximum number of Common Shares that may be issued to any one Participant within any 12-month period;

(e) a reduction in the exercise price or purchase price of an Option (other than for standard anti-dilution purposes) or extension of the term of an Option, in either case held by or benefiting an Insider;

(f) the addition of any form of financial assistance relating to Plan;

(g) any amendment to a financial assistance provision of the Plan which is more favourable to Participants; and

(h) any other amendments that may lead to significant or unreasonable dilution in the Corporation's outstanding securities or may provide additional benefits to Participants, in particular Insiders, at the expense of the Corporation and its existing shareholders.

13. 2 The Board may, without shareholder approval but subject to receipt of requisite approval as required by the Exchange, in its sole discretion, make all other amendments to the Plan that are not of the type contemplated in Section 13.1 including, without limitation:

(a) a change to the expiry date of an Option;

(b) a change to the vesting provisions of an Option or the Plan, except for the vesting provisions for Options granted to an Investor Relations Service Provider;

(c) a reduction in the exercise price or purchase price of an Option held by or benefiting a non-Insider;

(d) amendments of a housekeeping nature; and

(e) amendments to clarify existing provisions of the Plan that do not have the effect of altering the scope, nature or intent of such provisions.

14. Participants' Rights

14. 1 A Participant shall not have any rights as a shareholder of the Corporation until the issuance of the underlying Common Shares upon the exercise of an Option or a portion thereof.

14. 2 Nothing in the Plan or any Option shall confer upon any Participant any rights to continue in the employ of the Corporation or any Subsidiary, if any, or affect in any way the right of the Corporation or any such Subsidiary to terminate the employment of the Participant at any time; nor shall anything in the Plan or any Option be deemed or construed to constitute an agreement, or an expression of intent, on the part of the Corporation or any such Subsidiary to extend the employment of any Participant beyond the time such Participant would normally retire pursuant to the provisions of any present or future retirement plan of the Corporation or any Subsidiary, or beyond the time at which he or she would otherwise be retired pursuant to the provisions of any contract of employment with the Corporation or any Subsidiary.

15. Approvals

15. 1 The Plan shall be subject, if applicable, to the approval of the Exchange or other regulatory body having jurisdiction at that time and, if so required thereby, to the approval of the shareholders of the Corporation.

15. 2 Any Options granted prior to such approval and acceptance shall be conditional upon such approval and acceptance being given and no such Options may be exercised unless such approval and acceptance is given.

16. Securities Laws / Regulations

16. 1 The Corporation's obligation to issue and deliver Common Shares under any Option is subject to:

(a) the satisfaction of all requirements under applicable securities laws in respect thereof and obtaining all regulatory approvals as the Corporation shall determine to be necessary or advisable in connection with the authorization, issuance or sale thereof;

(b) the admission of such Common Shares to listing on any stock exchange on which such Common Shares may then be listed; and

(c) the receipt from the Participant of such representations, warranties, agreements and undertakings as to future dealings in such Common Shares as the Corporation determines to be necessary or advisable in order to safeguard against the violation of the securities laws of any jurisdiction.

16. 2 In this regard, the Corporation shall take all reasonable steps to obtain such approvals and registrations as may be necessary for the issuance of such Common Shares and for the listing of such Common Shares on the Exchange, in compliance with applicable securities laws. If any Common Shares cannot be issued to any Participant for whatever reason, the obligation of the Corporation to issue such shares shall terminate and the Option Price paid to the Corporation will be returned to the Participant.

17. Withholding Obligations

17. 1 It is the responsibility of the Participant to complete and file any tax returns that may be required under Canadian or other applicable jurisdiction's tax laws within the periods specified in those laws as a result of the Participant's participation in the Plan. Notwithstanding any other provision of the Plan, a Participant shall be solely responsible for all Applicable Withholding Taxes resulting from the receipt of Common Shares or other property pursuant to the Plan. In connection with the issuance of Common Shares pursuant to the Plan, a Participant shall, at the Participant's discretion:

(a) pay to the Corporation an amount as necessary so as to ensure that the Corporation is in compliance with the applicable provisions of any federal, provincial, local or other law relating to the Applicable Withholding Taxes in connection with such issuance;

(b) authorize a securities dealer designated by the Corporation, on behalf of the Participant, to sell in the capital markets a portion of the Common Shares issued hereunder to realize cash proceeds to be used to satisfy the Applicable Withholding Taxes; or

(c) make other arrangements acceptable to the Corporation to fund the Applicable Withholding Taxes.

17. 2 For the purposes of this Section 17, "**Applicable Withholding Taxes**" means any and all taxes and other source deductions or other amounts that an employer is required by law to withhold from any amounts to be paid or credited hereunder.

18. Outstanding Options

All outstanding stock options granted prior to the effective date of the Plan shall, subject to compliance with the terms and conditions of such outstanding stock options, be governed by the provisions of the Plan.

19. Costs

The Corporation shall pay all costs of administering the Plan.

20. Interpretation

The Plan shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

21. Compliance with Applicable Law

If any provision of the Plan or any Option contravenes any law or any order, policy, bylaw or regulation of any regulatory body or the Exchange, then such provision shall be deemed to be amended to the extent required to bring such provision into compliance therewith.

(Plan adopted by shareholders: ______________________, 2024)

SCHEDULE "A"

FORM OF OPTION AGREEMENT

OPTION AGREEMENT

This Option Agreement is made as of ______________, 20___ between ________________ (the "**Participant**") and Logica Ventures Corp. (the "**Corporation**") pursuant to the terms of the Stock Option Plan of the Corporation (which plan, as the same may from time to time be modified, supplemented or amended and in effect is herein referred to as the "**Plan**"), and confirms that:

1. on ________________________(the "**Grant Date**");

2. the Participant was granted stock options (the "**Options**"), each Option exercisable to acquire ______________ common shares of the Corporation (the "**Optioned Shares**") at an exercise price of $___________ per Optioned Share; and

3. the Options expire at 4:00pm (Toronto time) on ___________________, 20_____ (the "**Expiration Date**") and shall vest in accordance with the following schedule:

Vesting Schedule	________________________
Total	________________________

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

In consideration of the grant of Options pursuant to the Plan (the receipt and sufficiency of which are hereby acknowledged), the Participant hereby:

(i) acknowledges that he or she has received a copy of the Plan, has read and understands the Plan and that he or she will abide by its terms and conditions, which terms and conditions include the right of the Corporation to amend or terminate the Plan or any of its terms and to determine vesting and other matters in respect of an Option;

(ii) acknowledges and agrees that this Option Agreement amends and restates in its entirety, and supersedes, any and all agreements, commitments and understandings between the Corporation and the Participant with respect to the grant of Options to acquire common shares of the Corporation prior to the date hereof;

(iii) agrees that an Option does not carry any voting rights or the right to receive dividends or distributions of the Corporation, if and when declared;

(iv) recognizes that: (A) during the period between granting of an Option and the exercise, expiry or cancellation of the Option, the value of the Option and Optioned Shares may be subject to a number of factors; and (B) the Corporation accepts no responsibility for any fluctuations in the value of the Option or the Optioned Shares;

(v) accepts and consents to and shall be deemed conclusively to have accepted and consented to, and agrees to be bound by, the provisions and all terms of the Plan and all *bona fide* actions or decisions made by the board of directors of the Corporation (the "**Board**") or any person to whom the Board may delegate administrative duties and powers in relation to the Plan, which terms and consent shall also apply to and be binding on the legal representatives, permitted assigns, beneficiaries and successors of the Participant;

(vi) agrees that the Participant shall not make any claim under any consulting, employment or other agreement for any rights or entitlement under the Plan or damages in lieu thereof, except as expressly provided in the Plan;

(vii) represents and warrants to, and covenants with, the Corporation (and agrees to execute an instrument in a form acceptable to the Corporation confirming the following, if so requested by the Corporation) that if the Participant is or becomes a resident of the United States of America, that the Participant:

a. will acquire any Optioned Shares as an investment and not with a view to distribution;

b. undertakes not to offer or sell or otherwise dispose of the Optioned Shares unless such shares are subsequently registered under the Securities Act of 1933 (United States) (the "**Securities Act**"), as amended, or an exemption from registration is available;

c. consents to the placing of a restrictive legend on any share certificates issued to the Participant should such be necessary in order to comply with securities laws and stock exchange rules applicable to the Participant and/or the Corporation; and

d. acknowledges that securities laws applicable to the Participant and/or the Corporation may require the Participant to hold any shares issued to the Participant for a certain period prior to resale thereof;

(viii) if the Participant is a corporation wholly-owned by individuals eligible for an option grant under the Plan, the Participant agrees to complete and deliver to the Corporation the TSX Venture Exchange (the "**Exchange**") the required *Certification and Undertaking Required from a Company Granted Security Based Compensation* (in the form of Schedule "A" to Exchange Form 4G – *Summary Form – Security Based Compensation*);

(ix) acknowledges that neither the Corporation nor any subsidiary or other person or corporation that controls or is controlled by the Corporation or that is controlled by the same person or corporation as the Corporation (each, an "**Affiliated Entity**"), nor their respective advisors, assume any responsibility in regards to the tax consequences that participation in the Plan, the issuance of Options hereunder, the vesting thereof and/or the exercise by the Participant thereof will have for the Participant and the Participant is urged to consult his or her own tax advisors in such regard;

(x) acknowledges that he or she is solely liable for any taxes or penalties which may be payable pursuant to the Canada Revenue Agency under the *Income Tax Act* (Canada), or any other applicable taxing authority, in respect of the grant or vesting of the Options and the issuance of Optioned Shares or payment of cash upon such exercise and agrees to make arrangements satisfactory to the Corporation for the payment of cash to the Corporation sufficient to satisfy any income or employment taxes in respect of the grant or vesting of the Option and the issuance of Optioned Shares or, if applicable, payment of cash upon the exercise of the Option under this Option Agreement, and provided further that the delivery of Optioned Shares or the payment of cash pursuant to the exercise of the Option is contingent upon satisfaction of applicable withholding requirements and applicable taxes may be withheld from any payments due to him or her, including, if applicable, such payment in settlement of an exercise of the Option;

(xi) agrees that he or she will, at all times, act in strict compliance with applicable laws and all polices of the Corporation applicable to the Participant in connection with the Plan and the Option, which applicable laws and policies shall include, without limitation, those governing "insiders" and "reporting issuers" as those terms are defined in applicable securities laws;

(xii) confirms and acknowledges that he or she has not been induced to enter into this Option Agreement or acquire any Options or Optioned Shares by expectation of employment or continued employment with the Corporation or any of its Affiliated Entities or Associates (as such term is defined in the *Securities Act* (Ontario)); and

(xiii) agrees and consents to the Corporation:

a. collecting Personal Information (as hereinafter defined) of the Participant for the purposes of this Option Agreement;

b. retaining such Personal Information for as long as permitted or required by applicable law or business practices; and

c. providing to various governmental and regulatory authorities, as may be required by applicable laws, including securities laws, stock exchange rules, and the rules of the Investment Industry Regulatory Organization of Canada ("**IIROC**"), or to give effect to this Option Agreement such Personal Information, including: (a) the disclosure of Personal Information by the Corporation to the Exchange pursuant to the filing of an Exchange Form 4G – *Summary Form – Security Based Compensation* (the "**Form**"); (b) the disclosure of Personal Information by the Corporation to the Exchange pursuant to the filing of required under the policies of the Exchange (including, if applicable, *Certification and Undertaking Required from a Company Granted Security Based Compensation*); and (c) the collection, use and disclosure of Personal Information by the Exchange for the purposes described in Appendix 6A and Appendix 6B of the Exchange's Corporate Finance Manual or as otherwise identified by the Exchange, from time to time. "**Personal Information**" means any information about an identifiable individual, and includes the information contained in the tables, as applicable, found in the Form.

The grant of the Option and the issuance/and or delivery of the underlying Optioned Shares are subject to the terms and conditions of the Plan (as modified or varied by this Option Agreement), all of which are incorporated into and form an integral part of this Option Agreement.

The exercise of any Option will be conditional upon receipt by the Corporation at its head office of a written "Notice of Election to Exercise Option" addressed to the Corporation, substantially in the form of Appendix A attached hereto, specifying the number of Optioned Shares in respect of which the Option is being exercised, accompanied by cash payment, certified cheque or bank draft of immediately available funds for the full purchase price of such Optioned Shares with respect to which the Option is being exercised (or, alternatively, indicating that the Participant is exercising such Option on a cashless basis or net exercise basis, if and as applicable).

This Option Agreement shall enure to the benefit of and be binding upon the Corporation and the Participant and their respective successors (including any successor by reason of amalgamation), transferees, permitted assigns, legal representatives and beneficiaries, as applicable.

This Option Agreement, the grant of the Option hereunder and under the Plan, and the exercise of the Option and delivery of Optioned Shares shall be, as applicable, governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without regard to principles of conflicts of laws that would impose the laws of another jurisdiction. The Courts of the Province of Ontario shall have the exclusive jurisdiction to hear and decide any disputes or other matters arising under the Plan or this Option Agreement.

Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to them in the Plan.

In the event of any conflict or inconsistency between the provisions of this Option Agreement and the Plan, the provisions of the Plan shall govern and rank paramount.

[Signature page follows.]

IN WITNESS WHEREOF the Corporation and the Participant have executed this Option Agreement effective as of the date first written above.

LOGICA VENTURES CORP.

By: ______________________________
Authorized signatory

	)	
	)	
	)	
______________________________	)	______________________________
Name of Witness:	)	Name of Participant: Title:

(Where the Participant is a corporation, an officer or director should execute this agreement and the title should be entered)

Appendix A

NOTICE OF ELECTION TO EXERCISE OPTION

TO: **LOGICA VENTURES CORP. (the "Corporation")**

The undersigned hereby irrevocably gives notice, pursuant to the Corporation's Stock Option Plan (the "**Plan**"), of the exercise of the Option to acquire and hereby subscribes for (cross out inapplicable item):

(a) all of the common shares (the "**Shares**") which are the subject of the option agreement attached hereto; or

(b) _____________of the Shares which are the subject of the option agreement attached hereto.

Calculation of total Exercise Price:

(a) number of Shares to be acquired on exercise: _____________Shares

(b) times the Exercise Price per Share: $____________

Total Exercise Price, as enclosed herewith: $_______________________

The undersigned tenders herewith a certified cheque or bank draft in the amount of $________________, payable to "Logica Ventures Corp." in an amount equal to the total Exercise Price of the Shares, as calculated above, and directs the Corporation to issue the share certificate evidencing the Shares as follows:

Name: ____
(Print name as name is to appear on share certificate)

Address: ____

____

____

DATED this _______ day of ____________________________, 20_____.

)
)
)
)
_______________________________________) ____
Name of Witness:) Name of Participant:
Title:

(Where the Participant is a corporation, an officer or director should execute this agreement and the title should be entered)