

TREKLOGIC TECHNOLOGIES INC.

MANAGEMENT INFORMATION CIRCULAR

May 23, 2003

SOLICITATION OF PROXIES

This Management Information Circular is furnished in connection with the solicitation of proxies by the management of the Corporation for use at the annual and special meeting (the "Meeting") of shareholders of the Corporation to be held on the 19th day of June, 2003, at the hour of 4:30 o'clock, in the afternoon, Toronto time, at The Fairmont Royal York Hotel, Toronto, Ontario in the Library Room and at any adjournments thereof for the purposes set out in the accompanying Notice of Meeting. In accordance with the requirements of National Instrument 54-101, arrangements have been made with brokerage houses and other custodians, nominees, and fiduciaries to forward the Notice of Meeting, this Management Information Circular and the form of proxy to the beneficial owners of the common shares.

VOTING OF PROXIES

All common shares represented at the Meeting by properly executed proxies will be voted and where a choice with respect to any matter to be acted upon has been specified in the form of proxy, the common shares represented by the proxy will be voted in accordance with such specifications. In the absence of any such specifications, the management designees, if named as proxy, will vote in favour of all the matters set out herein.

The enclosed form of proxy confers discretionary authority upon the management designees, or other persons named as proxy, with respect to amendments to or variations of matters identified in the Notice of Meeting and any other matters which may properly come before the Meeting. At the date of this Management Information Circular, the Corporation is not aware of any amendments to, or variations of, or other matters which may come before the Meeting. In the event that other matters come before the Meeting, the management designees intend to vote in accordance with the judgment of the management of the Corporation.

Proxies, to be valid, must be deposited at the office of the Registrar and Transfer Agent of the Corporation, Computershare Trust Company of Canada, 530 8th Avenue SW, Suite 600, Calgary, Alberta, T2P 3S8, not less than 48 hours, excluding Saturdays and holidays, preceding the Meeting or an adjournment of the Meeting.

APPOINTMENT OF PROXY

The persons named in the enclosed form of proxy are directors and/or officers of the Corporation. A shareholder has the right to designate a person (who need not be a shareholder of the Corporation) other than John McKimm and Robert Prentice, the management designees, to attend and act for him at the Meeting. Such right may be exercised by inserting in the blank space provided, the name of the person to be designated and deleting therefrom the names of the management designees or by

completing another proper form of proxy and, in either case, depositing the form of proxy with the Registrar and Transfer Agent of the Corporation, Computershare Trust Company of Canada, 530 8th Avenue SW, Suite 600, Calgary, Alberta, T2P 3S8, not less than 48 hours, excluding, Saturdays and holidays, preceding the Meeting or an adjournment of the Meeting.

REVOCAION OF PROXIES

A shareholder who has given a proxy may revoke it as to any matter upon which a vote has not already been cast pursuant to the authority conferred by the proxy.

A shareholder may revoke a proxy by either: (a) depositing an instrument in writing, executed by him or his attorney authorized in writing at the offices of the Registrar and Transfer Agent of the Corporation, Computershare Trust Company of Canada, 530 8th Avenue SW, Suite 600, Calgary, Alberta, T2P 3S8, prior to the close of business on the day preceding the date on which the Meeting is to be held or any adjournment thereof, or with the Chairman of the Meeting before any vote in respect of which the proxy is to be used shall have been taken; or (b) attending the Meeting in person and registering with the scrutinizer as a shareholder personally present.

NON-REGISTERED SHAREHOLDERS

Only registered shareholders of the Corporation or the persons they appoint as their proxies are permitted to vote at the Meeting. However, in many cases, shares beneficially owned by a person (a "Non-Registered Holder") are registered either: (i) in the name of an intermediary (an "Intermediary") that the Non-Registered Holder deals with in respect of the shares of the Corporation (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans); or (ii) in the name of a clearing agency (such as The Canadian Depository for Securities Limited) of which the Intermediary is a participant. In accordance with the requirements of National Instrument 54-101, the Corporation will have distributed copies of the Notice of Meeting, this Management Information Circular and the form of proxy (collectively, the "meeting materials") to the clearing agencies and Intermediaries for onward distribution to Non-Registered Holders. Intermediaries are required to forward the meeting materials to Non-Registered Holders unless a Non-Registered Holder has waived the right to receive them. Intermediaries often use service companies to forward the meeting materials to Non-Registered Holders. Generally, Non-Registered Holders who have not waived the right to receive meeting materials will either:

- (i) be given a form of proxy which has already been signed by the Intermediary (typically by a facsimile, stamped signature), which is restricted as to the number of shares beneficially owned by the Non-Registered Holder but which is otherwise uncompleted. In this case, the Non-Registered Holder who wishes to submit a proxy should properly complete the form of proxy and submit it to the Corporation, c/o Computershare Trust Company of Canada, 530 8th Avenue SW, Suite 600, Calgary, Alberta, T2P 3S8.
- (ii) more typically, be given a form of proxy which is not signed by the Intermediary and which, when properly completed and signed by the Non-Registered Holder and returned to the Intermediary or its service company, will constitute voting instructions (often called a "proxy authorization form") which the Intermediary must follow. Typically, the Non-Registered Holder will be given a page of instructions that contains a removable label containing a bar-code and other

information. In order for the form of proxy to validly constitute a proxy authorization form, the Non-Registered Holder must remove the label from the instructions and affix it to the form of proxy, properly complete and sign the form of proxy and submit it to the Intermediary or its service company in accordance with the instructions of the Intermediary or its service company.

In either case, the purpose of these procedures is to permit Non-Registered Holders to direct the voting of the shares of the Corporation they beneficially own. Should a Non-Registered Holder who receives a form of proxy wish to vote at the Meeting in person (or have another person attend and vote on behalf of the Non-Registered Holder), the Non-Registered Holder should strike out the persons named in the proxy and insert the Non-Registered Holder or such other person's name in the blank space provided. **In either case, Non-Registered Holders should carefully follow the instructions of their Intermediary, including those regarding when and where the proxy or proxy authorization form is to be delivered.**

A Non-Registered Holder may revoke a proxy authorization form (voting instructions) or a waiver of the right to receive meeting materials and to vote which has been given to an Intermediary at any time by written notice to the Intermediary, except that an Intermediary is not required to act on a revocation of a proxy authorization form (voting instructions) or of a waiver of the right to receive meeting materials and to vote which is not received by the Intermediary at least seven days prior to the Meeting.

VOTING SHARES AND PRINCIPAL HOLDERS THEREOF

The Corporation is authorized to issue an unlimited number of common shares and preference shares without nominal or par value, of which 28,140,898 common shares and 4,186,110 preference shares are issued and outstanding as at the date hereof and entitled to vote at the Meeting on the basis of one vote for each common or preference share held.

The holders of common and preference shares of record at the close of business on the record date, set by the directors of the Corporation to be May 20, 2003 are entitled to vote such common and preference shares at the Meeting on the basis of one vote for each common and preference share held, except to the extent that:

- (a) such person transfers his/her shares after the record date; and
- (b) the transferee of those shares produces properly endorsed share certificates or otherwise establishes his/her ownership to the shares;

and makes a demand to the Registrar and Transfer Agent of the Corporation, not later than 10 days before the Meeting, that his/her name be included on the shareholders' list. A complete list of the shareholders entitled to vote at the Meeting will be open to examination by any shareholder, for any purpose germane to the Meeting, during ordinary business hours for a period of 10 days prior to the Meeting, at the offices of the Corporation's Transfer Agent, Computershare Trust Company of Canada, 530 8th Avenue SW, Suite 600, Calgary, Alberta, T2P 3S8.

The Articles of the Corporation provide that two (2) persons present and representing in person or by proxy not less than one twentieth of the issued shares entitled to vote at the Meeting, constitute a quorum for the Meeting.

To the knowledge of the directors and senior officers of the Corporation, the following table sets out the name of each of the persons who beneficially owns, directly or indirectly, or

exercises control or direction over, shares carrying more than 10% of the voting rights of the outstanding common shares of the Corporation as of May 21, 2003.

Name	Position	Common Shares of Corporation	Percentage of total shares outstanding
John McKimm	Director, Chairman and CEO of the Corporation	3,848,761 ^{(1) (3)(4)}	11.9%
Stanley Yu	Director and President of the Corporation	4,028,800 ⁽¹⁾	12.4%
Clement Ng	Director and Vice-President of the Corporation	3,528,800 ⁽¹⁾	11.0%
Simon Hung	Director and Vice-President of the Corporation	3,528,800 ⁽¹⁾	11.0%
Crossbow Equity Partners LP	Matthew Shaw a director and principal of Crossbow Equity Partners LP has been nominated as a director of the Corporation	3,931,193 ⁽²⁾	12.2%

⁽¹⁾ These common shares are held in escrow pursuant to the terms of an escrow agreement (the "Escrow Agreement") entered into between the Corporation, Computershare Trust Company of Canada and certain security holders of the Corporation. The Escrow Agreement provides that the shares will be released from escrow as to 25% on July 22, 2002 and 25% every six months thereafter with the final release occurring on January 22, 2004.

⁽²⁾ Crossbow Equity Partners LP holds Series A Preferred Shares of the Corporation which shares are convertible on a one for one basis into common shares of the Corporation.

⁽³⁾ 1,700,000 of these common shares are held through a private company of which Mr. McKimm holds a 50% interest.

⁽⁴⁾ 500,000 of these common shares are subject to an escrow agreement whereby the shares are released from escrow 1/3 on July 22, 2003, 1/3 on July 22, 2004, and 1/3 on July 22, 2005.

Escrowed shares may not be sold, assigned, hypothecated, transferred within escrow or otherwise dealt with in any manner without the consent of the TSX Venture Exchange. In the event of the bankruptcy or death of any shareholder, the shares subject to escrow may be transmitted, upon written notification to the TSX Venture Exchange, by operation of law to the trustee in bankruptcy, executor, administrator, personal representative, surviving joint tenant or such other person as is legally entitled to become the registered owner of such shares, but, notwithstanding such transmission, the shares shall remain subject to escrow restrictions in accordance with the policies of the TSX Venture Exchange.

VOTES NECESSARY TO PASS RESOLUTIONS AT THE ANNUAL AND SPECIAL MEETING

Other than as herein set forth, under the Corporation's Articles and the *Business Corporations Act* (Ontario) a majority of the votes cast at the Meeting (in person or by proxy) is required in order to elect directors and to pass the resolutions referred to in items in the accompanying Notice of Meeting.

ELECTION OF DIRECTORS

The directors of the Corporation are elected at each annual meeting and hold office until the next annual meeting or until their successors are appointed. In the absence of instructions to the contrary, the enclosed proxy will be voted for the nominees herein listed.

Management of the Corporation proposes to nominate each of the following eight (8) persons for election as a director. Information concerning such persons, as furnished by the individual nominees, is as follows:

Name, resident country, and position held with the Corporation	Principal Occupation or Employment for Past Five Years	Date of Appointment as director	Shares Beneficially Owned
John McKimm, Canada, Chairman, Chief Executive Officer and Director	TrekLogic Technologies Inc., Chairman and CEO, 2000 to present Daedalian eSolutions Inc., Executive Chairman, 2000 to 2001 McKimm & Company, President, 1991 to present	January 27, 2000	3,848,761 ^{(1) (3)} (4)
Stanley Yu Canada, President and Director	TrekLogic Inc., President, 1997 to present Sun Microsystems Inc., Senior Consultant, 1995 to 1997	June 21, 2002	4,028,800 ⁽¹⁾
Mel Steinke, Canada, Director	Burntsand Inc., President & CEO, 2001 to present Descartes Systems Inc., President, 2001 to 2002 CGI Inc., Executive Vice President, 1999 to 2000 Deloitte Systems, CEO, 1990 to 1999	August 15, 2002	125,000
James Penturn, Canada, Director	John Penturn & Son Limited, President, 1998 to present	June 21, 2002	2,092,095 ⁽¹⁾ (3)
Michael Kirby, Canada, Director	Government of Canada, Senator, 1984 to present Bank of Nova Scotia, Director, 2000 to present Extendicare Inc., Director, 1987 to present	June 21, 2002	NIL
Bhaktraj Singh Canada	Professional Computer Consultants Group, Managing Consultant, 1994 to 1999 Brainhunter.com Ltd., Founder, Chairman and CEO, 1999 to present	Proposed New Director	820,000
Matthew Shaw United States	Crossbow Ventures, a venture capital firm, Partner, 2002 to present Centennial Ventures, Senior Associate, 2000 to 2002 Prime New Ventures, Associate, 1998 to 2000	Proposed New Director	3,931,193 ⁽²⁾
Sheldon Inwentash Canada	Genevest Inc., a publicly-traded venture capital firm, Founder and President, 1994 to present Pinetree Capital Corp., a publicly-traded merchant banking firm, Founder, Chairman and CEO, 1992 to present	Proposed New Director	1,000,000

(1) These common shares are held in escrow pursuant to the terms of an escrow agreement (the "Escrow Agreement") entered into between the Corporation, Computershare Trust Company of Canada and certain security holders of the Corporation. The Escrow Agreement provides that the shares will be released from escrow as to 25% on July 22, 2002 and 25% every six months thereafter with the final release occurring on January 22, 2004.

(2) Crossbow Equity Partners LP holds Series A Preferred Shares of the Corporation which shares are convertible on a one for one basis into common shares of the Corporation.

(3) 1,700,000 of these common shares are held through a private company of which Mr. McKimm and Mr. Penturn each hold a 50% interest.

(4) 500,000 of these common shares are subject to an escrow agreement whereby the shares are released from escrow 1/3 on July 22, 2003, 1/3 on July 22, 2004, and 1/3 on July 22, 2005.

COMPENSATION OF EXECUTIVE OFFICERS

Compensation Summary

The following Summary Compensation table provides a summary of compensation for the financial year ended September 30, 2002 paid by the Corporation to the Corporation's executive officers.

SUMMARY COMPENSATION TABLE

		Annual Compensation			Long Term Compensation			
					Awards Payouts			
Resident, Country and office held	Year	Salary (\$)	Bonus (\$)	Management Fees (\$)	Securities Under Option/ SARS Granted (#)	Restricted Shares or Restricted Share Units (\$)	Long Term Incentive Plan Payouts (\$)	All Other Compensation (\$)
Stanley Yu, Canada, President	2002	Nil	Nil	167,320	100,000	Nil	Nil	Nil
	2001	Nil	310,000	152,320	Nil	Nil	Nil	Nil
	2000	Nil	135,000	161,128	Nil	Nil	Nil	Nil
Simon Hung, Canada, Vice-President, TrekLogic Inc	2002	Nil	Nil	171,040	100,000	Nil	Nil	Nil
	2001	Nil	310,000	152,320	Nil	Nil	Nil	Nil
	2000	Nil	135,000	152,000	Nil	Nil	Nil	Nil
Clement Ng, Canada, Vice President, TrekLogic Inc.	2002	Nil	Nil	167,040	100,000	Nil	Nil	Nil
	2001	Nil	310,000	152,320	Nil	Nil	Nil	Nil
	2000	Nil	135,000	152,000	Nil	Nil	Nil	Nil
John McKimm, Canada, Chairman and Chief Executive Officer	2002	Nil	Nil	10,000	100,000	Nil	Nil	Nil
	2001	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2000	Nil	Nil	Nil	112,000	Nil	Nil	Nil

Termination Arrangements

The Corporation has not entered into any Termination Arrangements with any of its employees.

Directors' Fees

For the financial year ended September 30, 2002, the compensation for each independent non-management director of the Corporation was an annual fee of \$1,000 and \$250.00 per meeting attended.

Stock Options

The Corporation grants, and has in the past granted, to directors of the Corporation options to purchase common shares subject to and in accordance with the prevailing policies of the TSX Venture Exchange. Options are granted based on the assessment by the board of directors of the Corporation of the optionee's past and present contribution to the success of the Corporation. The exercise price of options is subject to approval by the TSX Venture Exchange and is set in accordance with applicable TSX Venture Exchange policies. These options are not transferable and are presently exercisable for a period of up to five years. In addition, the options must be exercised within (i) 30 days after the option holder ceases to be a director or an employee of the Corporation, and (ii) one year after the death of the optionee as is specified in each optionee's option agreement.

The following table sets out information with respect to options granted during the financial year ended September 30, 2002.

OPTION GRANTS DURING THE FINANCIAL YEAR ENDED SEPTEMBER 30, 2002

Name	Position	Securities Under Option Granted (#)	Percentage of Total Options Granted During the Year (%)	Exercise or Base Price (\$/Security)	Date of Grant	Market Value of Securities Underlying Options on the Date of Grant (\$/Security)	Expiration Date
Stanley Yu	Director, President	100,000	6.7%	\$0.30	July 22, 2002	\$0.25	July 22, 2007
Clement Ng	Director	100,000	6.7%	\$0.30	July 22, 2002	\$0.25	July 22, 2007
Simon Hung	Director	100,000	6.7%	\$0.30	July 22, 2002	\$0.25	July 22, 2007
Michael Kirby	Director	100,000	6.7%	\$0.30	July 22, 2002	\$0.25	July 22, 2007
John McKimm	Director, Chairman and CEO	100,000	6.7%	\$0.30	July 22, 2002	\$0.25	July 22, 2007
Jim Penturn	Director	100,000	6.7%	\$0.30	Aug 15, 2002	\$0.25	July 22, 2007
Mel Steinke	Director	100,000	6.7%	\$0.30	July 22, 2002	\$0.25	July 22, 2007
Robert Prentice	CFO	50,000	3.3%	\$0.30	July 22, 2002	\$0.25	July 22, 2007
20 employees		749,940	50.0%	\$0.30	July 22, 2002	\$0.25	July 22, 2007
Total		1,499,940	100.0%				

The following table sets out information with respect to the exercise during the financial year ended September 30, 2002 of options granted and financial year-end option values.

AGGREGATED OPTIONS EXERCISED DURING THE MOST RECENTLY COMPLETED FINANCIAL YEAR AND FINANCIAL YEAR-END OPTION VALUES.

No options were exercised during the most recently completed fiscal year.

INDEBTEDNESS OF DIRECTORS AND OFFICERS

Other than as herein set forth, no director, proposed director, senior officer, nor any of their respective associates or affiliates, is or has been, indebted to the Corporation at any time during the Corporation's most recently completed financial year ended September 30, 2002.

John McKimm, a director and the Chief Executive Officer of the Corporation is a principal and shareholder of three private corporations which are indebted to the Corporation in the aggregate sum of \$121,600. The Board of the Corporation is aware of such indebtedness and an agreement has been reached to repay the indebtedness by December 31, 2003.

INTEREST OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS

None of the following persons has any material interest, direct or indirect, in any transaction or proposed transaction which has materially affected or will materially affect the Corporation or any of its subsidiaries:

- (a) any director or senior officer of the Corporation;
- (b) any proposed nominee for election as a director of the Corporation;
- (c) any member holding, directly or indirectly, more than 10% of the voting rights attached to all the shares of the Corporation; and
- (d) any associate or affiliate of any of the foregoing persons.

APPOINTMENT OF AUDITOR

Clancy & Company of 3080 Yonge Street, Suite 6000, Toronto, Ontario, M4N 3N1 became the auditor of the Corporation in March, 2001. The shareholders will be asked to consider, and if thought fit to pass, an ordinary resolution appointing Clancy & Company as auditor of the Corporation for the ensuing year to hold office until the close of the next annual meeting of the Corporation. It is proposed that the remuneration to be paid to the auditor of the Corporation be fixed by the board of directors.

The management designees, if named as proxy, intend to vote the common shares represented by any such proxy for the appointment of Clancy & Company of Toronto, Ontario as auditor of the Corporation at a remuneration to be fixed by the board of

directors, unless the shareholder has specified in his proxy that his shares are to be withheld from voting in the appointment of auditor.

FINANCIAL STATEMENTS

The audited financial statements of the Corporation for the year ended September 30, 2002 together with the Auditor's Report thereon and the unaudited financial statements of the Corporation for the quarter ended December 31, 2002 (collectively the "Financial Statements and the Auditor's Report"), will be presented to the shareholders at the Meeting. The Financial Statements and the Auditor's Report are being mailed to the shareholders with this Management Information Circular.

CONFLICTS OF INTEREST

No actions taken during the year ended September 30, 2002 by the corporation gave rise to a conflict of interest with members of corporation, management or directors.

AMENDMENT TO STOCK OPTION PLAN

By resolution dated April 9, 2003, the Board approved an amendment to the Corporation's Stock Option Plan (the "Stock Option Plan") to provide for the issuance of up to 4,182,279 common shares of the Corporation pursuant to exercises under the Stock Option Plan

The number of 4,182,279 common shares discussed above represents approximately 12.9% of the common and convertible preferred shares issued and outstanding as at the date of this Circular. Including the issue of 1,000,000 options to Raj Singh as discussed below, the total number of options outstanding following the annual meeting will be 2,869,840. It is the intention of management to use the remaining options in the pool in the process of acquiring businesses and providing incentives to employees as appropriate.

Notice of the amendment to the Stock Option Plan was given to the TSX Venture Exchange for regulatory approval. In addition to the foregoing amendments, the TSX requested additional amendments to the Stock Option Plan as indicated in the draft Stock Option Plan attached hereto. As at the date of this Circular, the TSX Venture Exchange has granted conditional approval to the amendments to the Stock Option Plan, provided that the Corporation's disinterested shareholders approve the amendment to the Corporation's Stock Option Plan. Approval by disinterested shareholders means approval by a majority of the votes cast by shareholders at the Meeting, excluding votes attached to shares beneficially owned by directors and officers of the Corporation and any shareholder who beneficially owns more than 10% of the voting shares of the Corporation, and associates thereto.

At the Meeting, disinterested shareholders will be asked to consider and, if deemed appropriate, approve (subject to such amendments, variations or additions as may be approved at the Meeting) the following resolution:

"BE IT RESOLVED THAT:

1. the Corporation's 2003 Directors', Management, Employees' and Consultants' Stock Option Incentive Plan be amended as indicated in Schedule A attached to this resolution"

BHAKTRAJ SINGH OPTION GRANT

On March 18, 2003, the Corporation and two of its subsidiary corporations, Treklogic Inc. and Xycorp Inc. entered into a Consulting Agreement with Bhaktraj Singh and a corporation through which Mr. Singh would provide certain management services as detailed in the Consulting Agreement. As part of the compensation payable to Mr. Singh pursuant to the Consulting Agreement, the Corporation agreed to conditionally grant to Mr. Singh options to acquire an aggregate of 1,000,000 common shares of the Corporation at an exercise price of \$0.50 per common share under the terms and conditions of the Corporation's Stock Option Plan. The grant of such options was conditional upon the Corporation obtaining all required regulatory approvals.

Notice of the proposed grant of options to Mr. Singh was given to the TSX Venture Exchange for regulatory approval. As at the date of this Circular, the TSX Venture Exchange has granted conditional approval to the grant of 1,000,000 options to Mr. Singh as set out above, provided that the Corporation's disinterested shareholders approve the grant of stock options to Mr. Singh. Approval by disinterested shareholders means approval by a majority of the votes cast by shareholders at the Meeting, excluding votes attached to shares beneficially owned by directors and officers of the Corporation and any shareholder who beneficially owns more than 10% of the voting shares of the Corporation, and associates thereto.

At the Meeting, disinterested shareholders will be asked to consider and, if deemed appropriate, approve (subject to such amendments, variations or additions as may be approved at the Meeting) the following resolution:

"BE IT RESOLVED THAT:

Bhaktraj Singh be granted 1,000,000 options to acquire common shares of the Corporation at an exercise price of \$0.50 per common share on and subject to the terms and conditions set out in the Corporation's Stock Option Plan."

CHANGE OF REGISTERED OFFICE

The location of the Corporation's registered office (for receipt of governmental filings and other notices) on file with the Ontario Ministry of Consumer and Business Services is the address of the Corporation's solicitors namely, Harris + Harris LLP. The Corporation's principal place of business is located at 8500 Leslie Street Suite 600 in Thornhill Ontario. Harris + Harris LLP moved from the City of Toronto to the City of Mississauga in the Regional Municipality of Peel and, accordingly, shareholders shall be asked to consider and, if deemed appropriate, approve the following resolution:

"BE IT RESOLVED THAT:

The location of the geographic township or municipality in which the registered office of the Corporation is located be changed from the City of Toronto to the City of Mississauga in the Regional Municipality of Peel."

OTHER MATTERS

Management of the Corporation is not aware of any other matters to come before the Meeting other than as set forth in the Notice of the Meeting. If any other matter properly comes

before the Meeting, it is the intention of the persons named in the enclosed form of proxy to vote the shares represented thereby in accordance with their best judgment on such matter.

DIRECTORS' APPROVAL

The contents of this Management Information Circular and the sending thereof have been approved by the Board.

“John McKimm”
Chief Executive Officer

“Robert Prentice”
Chief Financial Officer

TREKLOGIC TECHNOLOGIES INC.
(the "Corporation")

**2003 DIRECTORS', MANAGEMENT, EMPLOYEES' AND
CONSULTANTS' STOCK OPTION PLAN**

PART 1 - INTRODUCTION

1.1 Purpose

The purpose of the Plan is to secure for the Corporation and its shareholders the benefits of incentives inherent in share ownership by the directors, management, employees and consultants of the Corporation who, in the judgment of the Board, will contribute to its future growth and success. It is generally recognized that a stock option plan of the nature provided for herein aids the Corporation in retaining and encouraging directors, management, employees and consultants who are considered as potential key contributors to the success of the Corporation, by providing to them the opportunity to acquire a proprietary interest in the Corporation.

1.2 Definitions

Whenever used herein, the following words and expressions shall have the following meanings, namely:

1.2.1 "Affiliate" means the following:

a Company is an Affiliate of another Company if:

- (a) one of them is the subsidiary (as such term is described in the *Business Corporations Act* (Ontario)) of the other; or
- (b) each of them is controlled by the same Person.

In addition, a Company is "controlled" by a Person if:

- (a) voting shares of the Company are held, directly or indirectly, other than by way of security only, by or for the benefit of that Person; and
- (b) ———the voting shares, if voted, entitle the Person to elect a majority of the directors to the Company.

1.2.2 "Board" means the board of directors of the Corporation as it may be constituted from time to time;

1.2.3 "Company" means, unless specifically indicated otherwise, a corporation, incorporated association or organization, body corporate, partnership, trust, association or other entity other than an individual;

- 1.2.4 "Corporation" means TrekLogic Technologies Inc., a corporation continued under the laws of the Province of Ontario;
- 1.2.5 "Eligible Consultant" means, in relation to the Corporation, an individual (or a Company wholly owned by individuals) who:
- (a) provides on-going consulting services to the Corporation or an Affiliate of the Corporation under a written contract;
 - (b) possesses technical, business or management expertise of value to the Corporation or an Affiliate of the Corporation;
 - (c) spends a significant amount of time and attention on the business and affairs of the Corporation or an Affiliate of the Corporation; and
 - (d) has a relationship with the Corporation or an Affiliate of the Corporation that enables the individual to be knowledgeable about the business and affairs of the Corporation;
- 1.2.6 "Eligible Director" means a director of the Corporation or a director of the Corporation's subsidiaries to whom stock options can be granted in reliance on a prospectus exemption under applicable securities laws;
- 1.2.7 "Eligible Employee" means:
- (a) an individual who is considered an employee under the *Income Tax Act* of Canada (i.e. for whom income tax, employment insurance and CPP deductions must be made at the source);
 - (b) an individual who works full-time for the Corporation providing services normally provided by an employee and who is subject to the same control and direction by the Corporation over the details and methods of work as an employee of the Corporation, but for whom income tax deductions are not made at the source; or
 - (c) an individual who works for the Corporation on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Corporation over the details and methods of work as an employee of the Corporation, but for whom income tax deductions are not made at the source;
- 1.2.8 "Eligible Management Company Employee" means a Management Company Employee of the Corporation or a Management Company Employee of the Corporation's subsidiaries' to whom stock options can be granted in reliance on a prospectus exemption under applicable securities laws;

- 1.2.9 "Eligible Member of Management" means any senior officer of the Corporation to whom stock options can be granted in reliance on a prospectus exemption under applicable securities laws;
- 1.2.10 "Eligible Participant" means Eligible Consultants, Eligible Directors, Eligible Employees, Eligible Management Company Employees and Eligible Members of Management;
- 1.2.11 "Exchange" means the TSX Venture Exchange or any other stock exchange on which the Shares become listed, and if inter-listed, the exchange on which the majority of trading activity occurs;
- 1.2.12 "Investor Relations Activities" means any activities or oral or written communications, by or on behalf of the Corporation or a shareholder of the Corporation, that promote or reasonably could be expected to promote the purchase or sale of securities of the Corporation, but does not include:
- (a) the dissemination of information provided, or records prepared, in the ordinary course of the Corporation:
 - (i) to promote the sale of products and services of the Corporation; or
 - (ii) to raise public awareness of the issuer;that cannot reasonably be considered to promote the purchase or sale of securities of the Corporation;
 - (b) activities or communications necessary to comply with the requirements of:
 - (i) applicable securities laws; or
 - (ii) the by-laws, rules, policies, or other regulatory instruments of any self-regulatory body or exchange having jurisdiction over the Corporation;
 - (c) communications by a publisher of, or writer for, a newspaper, magazine or business or financial publication, that is of general and regular paid circulation, distributed only to subscribers to it for value or to purchasers of it, if:
 - (i) the communication is only through the newspaper, magazine or publication; and
 - (ii) the publisher or writer receives no commission or other consideration other than for acting in the capacity of publisher or writer; or

- (d) activities or communications that may be otherwise specified by any exchange having jurisdiction over the Corporation;
- 1.2.13 "Management Company Employee" means an individual employed by a Person providing management services to the Corporation, which are required for the ongoing successful operation of the business enterprise of the Corporation, but excluding a Person engaged in Investor Relations Activities;
- 1.2.14 "Option" means an option granted under the terms of the Plan;
- 1.2.15 "Option Agreement" means the form of option agreement attached hereto as Schedule "A";
- 1.2.16 "Option Period" means the period during which an Option may be exercised;
- 1.2.17 "Optionee" means an Eligible Employee, Eligible Director, Eligible Member of Management or Eligible Consultant to whom an Option has been granted under the terms of the Plan;
- 1.2.18 "Participant" means, in respect of the Plan, an Eligible Employee, Eligible Director, Eligible Member of Management or Eligible Consultant who elects to participate in the Plan;
- 1.2.19 "Person" means a Company or an individual;
- 1.2.20 "Plan" means the plan established and operated pursuant to the terms hereof; and
- 1.2.21 "Shares" means the common shares of the Corporation from time to time authorized by the charter documents of the Corporation.

PART 2 - STOCK OPTION PLAN

2.1 Participation

Options shall be granted only to [bona fide](#) Eligible Participants.

2.2 Determination of Option Recipients

The Board shall make all necessary or desirable determinations regarding the granting of Options to Eligible Participants and may take into consideration the present and potential contributions of a particular Eligible Participant to the success of the Corporation and any other factors which it may deem proper and relevant.

2.3 Price

The exercise price per Share shall be determined from time to time by the Board but, in any event, shall not be lower than the Market Price (as defined by the Exchange) of the Shares on the day prior to the grant.

Any reduction in the exercise price per Share shall be subject to necessary approvals as set out in Section 3.5 below.

2.4 Grant of Options

The Board may at any time authorize the granting of Options to Eligible Participants as it may select for the number of Shares that it shall designate, subject to the provisions of the Plan. The Board at its discretion, may grant options on such terms and conditions as it considers appropriate provided that such terms and conditions are not inconsistent with the Plan.

Each Option granted to an Eligible Participant shall be evidenced by an agreement substantially in the form of the Option Agreement with terms and conditions consistent with the Plan and as approved by the Board (which terms and conditions need not be the same in each case).

2.5 Terms of Options

The Option Period shall not be greater than a period of five (5) years after the date such Option is granted. The Option Period may be reduced with respect to any such Option as provided in Section 2.7 hereof.

Subject to the other terms and conditions of this Plan (including Section 2.8 hereof), Options may be exercised as follows:

- 2.5.1 no Option may be exercised within one (1) year following the date of grant of the Option;
- 2.5.2 after the date that is one (1) year following the date of grant of an Option the Optionee may exercise his rights as to 1/3 of the Shares under option or any lesser part thereof; and
- 2.5.3 after each of the first and second anniversaries of the date determined in Section 2.5.2 above, the Optionee may exercise his rights as to an additional 1/3 of the Shares under option or any lesser part thereof.

Notwithstanding the foregoing vesting terms, the Board may establish any other vesting schedule relative to any Option granted hereunder provided that in any event, no Option shall vest over a period of less than eighteen (18) months following the date of grant of the Option.

Any Options remaining unexercised after they became eligible for exercise may be exercised in whole or in part at any time during the remainder of the Option Period.

Except as set forth in Section 2.7, no Option may be exercised unless the Options have vested and the Optionee is at the time of such exercise:

- 2.5.4 in the case of an Eligible Employee, in the employ of the Corporation and shall have been continuously so employed since the grant of his Option, but absence on

leave, having the approval of the Corporation, shall not be considered an interruption of employment for any purpose of the Plan;

- 2.5.5 in the case of an Eligible Director, a director of the Corporation and shall have been such a director continuously since the grant of his Option;
- 2.5.6 in the case of an Eligible Member of Management, an Eligible Member of Management of the Corporation and shall have been such Eligible Member of Management since the grant of his Option;
- 2.5.7 in the case of an Eligible Management Company Employee, an Eligible Management Company Employee of the Corporation and shall have been such Eligible Management Company Employee since the grant of his Option; or
- 2.5.8 in the case of an Eligible Consultant, a consultant on retainer (whether full time or part time) by the Corporation, and shall have been continuously so retained since the grant of his Option.

The exercise of any Option will be contingent upon receipt by the Corporation of payment of the full purchase price for the Shares being purchased in cash or by cheque. No Optionee or his legal representatives, legatees or distributees will be, or will be deemed to be, a holder of any Shares subject to an Option, unless and until certificates for such Shares are issued to him or them under the terms of the Plan.

2.6 Lapsed Option

If Options are surrendered, terminated or expire without being exercised in whole or in part, new Options may be granted covering the Shares not purchased under such lapsed Options to the extent permitted by the Exchange.

2.7 Effect of Termination of Employment or Death

- 2.7.1 If an Optionee shall die while an Eligible Employee, Eligible Director, Eligible Consultant (if an individual), Eligible Member of Management or Eligible Management Company Employee, any vested Option held by him at the date of death shall be exercisable if the Option was issued ten (10) days or more prior to the date of death, but only by the person or persons to whom the Optionee's rights under the Option shall pass by the Optionee's will or the laws of descent and distribution. All such Options shall be exercisable only for a period of one hundred and twenty (120) days after the date of death or prior to the expiration of the Option Period in respect thereof, whichever is sooner.
- 2.7.2 If an Optionee ceased to be an Eligible Employee, Eligible Director, Eligible Consultant (if an individual), Eligible Member of Management or Eligible Management Company Employee for cause, no Option held by such Optionee may be exercised following the date on which such Optionee ceases to be an Eligible Employee, Eligible Director, Eligible Consultant (if an individual),

Eligible Member of Management or Eligible Management Company Employee, as the case may be.

- 2.7.3 If an Optionee ceased to be an Eligible Employee, Eligible Director, Eligible Consultant (if an individual), Eligible Member of Management or Eligible Management Company Employee for any reason other than cause or death, any vested Option held by such Optionee may be exercised only for a period of thirty (30) days after the date on which such Optionee ceases to be or an Eligible Employee, Eligible Director, Eligible Consultant (if an individual), Eligible Member of Management or Eligible Management Company Employee, as the case may be, or prior to the expiration of the Option Period in respect thereof, whichever is sooner.
- 2.7.4 If an Optionee who is an Eligible Consultant ceased to be retained by the Corporation by virtue of a breach of the consulting agreement or the expiry thereof, or such retainer is otherwise terminated (other than for reasons set forth in Sections 2.7.1, 2.7.2 or 2.7.3 above), no Option held by such Eligible Consultant may be exercised following such breach, expiry or termination, as the case may be.

2.8 Effect of Takeover Bid

If a bona fide offer (the "Offer") for Shares is made to all shareholders of the Corporation generally or for 100 percent of a class of shareholders which includes the Optionee, which Offer, if accepted in whole or part, would result in the offeror exercising control over the Corporation within the meaning of the *Securities Act* (Ontario), then the Corporation shall, immediately upon receipt of notice of the Offer, notify each Optionee currently holding an Option of the Offer, with full particulars thereof; whereupon, notwithstanding that such Option may not be fully vested at such time in accordance with Section 2.5 hereof, such Option may be exercised in whole or in part by the Optionee so as to permit the Optionee to tender the Shares received upon such exercise (the "Optioned Shares") pursuant to the Offer. If:

- 2.8.1 the Offer is withdrawn by the offeror; or
- 2.8.2 the Optionee does not tender the Optioned Shares pursuant to the Offer; or
- 2.8.3 all of the Optioned Shares tendered by the Optionee pursuant to the Offer are not taken up and paid for by the offeror in respect thereof,

then the Optioned Shares or, in the case of Section 2.8.3 above, the Optioned Shares that are not taken up and paid for, shall be returned by the Optionee to the Corporation and reinstated as authorized but unissued Shares and the terms of the Option as set forth in Section 2.5 shall again apply to the Option. If any Optioned Shares are returned to the Corporation under this Section, the Corporation shall refund the exercise price to the Optionee for such Optioned Shares. In no event shall the Optionee be entitled to sell the Optioned Shares otherwise than pursuant to the Offer.

2.9 Effect of Amalgamation, Consolidation or Merger

If the Corporation amalgamates, consolidates or merges with or into another corporation, any Shares receivable on the exercise of an Option shall be converted into the securities, property or cash which the Participant would have received upon such amalgamation, consolidation or merger if the Participant had exercised his Option immediately prior to the record date applicable to such amalgamation, consolidation or merger, and the Option price shall be adjusted appropriately by the Board and such adjustment shall be binding for all purposes of the Plan.

2.10 Adjustment in Shares Subject to the Plan

If there is any change in the Shares through a consolidation, subdivision or reclassification of Shares, or otherwise, the number of Shares available under the Plan, the Shares subject to any Option, and the purchase price thereof shall be adjusted appropriately by the Board and such adjustment shall be effective and binding for all purposes of the Plan.

2.11 Approval

The terms of the Options granted from time to time hereunder, and the Optionees to whom Options are granted, are subject, if applicable, to the Exchange accepting notice of such terms and proposed Optionees.

PART 3 - GENERAL

3.1 Number of Shares

The aggregate number of Shares that may be available for issuance, from time to time, under the Plan shall not exceed ~~ten (10%) percent of all outstanding Shares (on a non-diluted basis) at the time of the grant of any Option (including the Shares that are subject to such Option)~~ 4,182,279. The aggregate number of Shares so available for issuance under the Plan to any one person shall not exceed five (5%) percent of the outstanding Shares (on a non-diluted basis) at the time of grant of any Option (including the Shares that are subject to such Option). The aggregate number of Shares so available for issuance under the Plan to any Eligible Consultant shall not exceed two (2%) percent of all outstanding shares (on a non-diluted basis) at the time of the grant of any Option (including the Shares that are subject to such Option). The aggregate number of Options granted to persons employed in Investor Relations Activities shall not exceed two (2%) percent of all outstanding shares (on a non-diluted basis) at the time of the grant of any Option (including the Shares that are subject to such Option).

3.2 Transferability and Assignability

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. During the lifetime of a Participant all benefits, rights and options may only be exercised by the Participant, except as provided for under Section 2.7.1 of this Agreement.

3.3 Employment

Nothing contained in the Plan shall confer upon any Participant any right with respect to employment or continuance of employment or any retainer with the Corporation or interfere in any way with the right of the Corporation to terminate the Participant's employment or retainer at any time. Participation in the Plan by a Participant is voluntary.

3.4 Record Keeping

The Corporation shall maintain a register in which shall be recorded:

- 3.4.1 the name and address of each Participant; and
- 3.4.2 the number of Options granted to a Participant and the number of Options outstanding.

3.5 Necessary Approvals

The Plan shall be effective only upon the approval of the Exchange and, if required by such Exchange, of the shareholders of the Corporation.

The obligation of the Corporation to issue and deliver Shares in accordance with the Plan is subject to the approval of any governmental or securities regulatory authority having jurisdiction which may be required in connection with the authorization or issuance of such Shares by the Corporation. If any Shares cannot be issued to any Participant for any reason including, without limitation, the failure to obtain such approval, then the obligation of the Corporation to issue such Shares shall terminate and any Option price paid to the Corporation shall be returned to the Participant.

Disinterested shareholder approval shall be obtained for any reduction in the exercise price per Share if the Eligible Participant is an Insider of the Corporation (as that term is defined by the Exchange) at the time of the proposed amendment.

3.6 Administration of the Plan

The Board is authorized to interpret the Plan from time to time and to adopt, amend and rescind rules and regulations for carrying out the Plan. The interpretation and construction of any provision of the Plan by the Board shall be final and conclusive. Administration of the Plan shall be the responsibility of the appropriate directors and/or officers of the Corporation and all costs in respect thereof shall be paid by the Corporation.

3.7 Income Taxes

As a condition of the Plan, the Corporation will withhold from any remuneration otherwise payable to such Participant any amounts required by any taxing authority to be withheld for taxes of any kind as a consequence of such participation in the Plan.

3.8 Amendments to Plan

The Board reserves the right to amend, modify or terminate the Plan at any time if and when it is advisable in the absolute discretion of the Board. Any amendment to any provision of the Plan shall be subject to approval, if applicable and if required, by the Exchange or any regulatory body having jurisdiction over the securities of the Corporation.

3.9 Representation or Warranty

The Corporation makes no representation or warranty as to the future market value of any Shares issued in accordance with the provisions of the Plan.

3.10 Governing Law

The Plan shall be governed by the laws of the Province of Ontario excluding any conflicts of law, rule or principle which might refer such construction to the laws of another jurisdiction.

3.11 Interpretation

Words used herein importing the singular number include the plural and vice versa and words importing the masculine gender include the feminine and neuter genders.

3.12 Compliance with Applicable Laws

If any provision of the Plan or any agreement entered into pursuant to the Plan contravenes any law or any order, policy, by-law or regulation of the Exchange, if applicable, or any regulatory body having authority over the Corporation or the Plan then such provision shall be deemed to be amended to the extent required to bring such provision into compliance therewith.

Toronto, Ontario

Approved by the Directors ~~(post reverse takeover) on the 21st day of June, 2002~~ on April 9, 2003. |

Approved by the Shareholders ~~on the 28th day of March, 2002.~~ []. |

SCHEDULE "A"

TREKLOGIC TECHNOLOGIES INC.

STOCK OPTION AGREEMENT

THIS AGREEMENT made as of the ____ day of _____, 200__.

BETWEEN:

_____, of the City of _____, in the
Province of _____
(herein referred to as the "Optionee")

OF THE FIRST PART

TrekLogic Technologies Inc., a body corporate, continued under
the laws of the Province of Ontario
(herein referred to as the "Corporation")

OF THE SECOND PART

WHEREAS the Corporation has established a Stock Option Plan (hereinafter referred to as the "Plan") for the granting of stock options, a copy of which has been provided to the Optionee;

AND WHEREAS the Board of Directors of the Corporation has authorized the granting to the Optionee pursuant to the Plan of an option to purchase common shares in the authorized unissued share capital of the Corporation in the number, at the time, at and for the price and upon the other terms and conditions hereinafter contained;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and premises herein set forth, and for other good and valuable consideration (the receipt whereof is hereby acknowledged by the Corporation), the parties hereto agree as follows:

PART 1

DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following words and expressions, shall have the following meanings:

1.1.1 "Expiration Date" shall mean _____, 200__;

- 1.1.2 "Option" means the option to purchase Shares granted to the Optionee pursuant to this Agreement, and includes any portion of that option;
- 1.1.3 "Option Shares" means the Shares the Optionee is entitled to purchase under this Agreement; and
- 1.1.4 "Share" means a common share of the Corporation as constituted on the date hereof.

PART 2

GRANT OF OPTION

2.1 The Corporation hereby grants to the Optionee, subject to the terms and conditions hereinafter set out, an Option to purchase up to _____ Shares of the Corporation at a price of \$_____ per Share.

2.2 The Option is granted in accordance with and subject to the terms and conditions of the Plan.

2.3 The Option to purchase the Option Shares granted hereby may be exercised in accordance with the terms hereof and the Plan until the Expiration Date, as follows:

2.3.1 no Option may be exercised within one (1) year after the date of grant of the Option;

2.3.2 after the date that is one (1) year following the date of a grant of an Option the Optionee may exercise his rights as to 1/3 of the Shares under option or any lesser part thereof; and

2.3.3 after each of the first and second anniversaries of the date determined in Section 2.3.2 above, the Optionee may exercise his rights as to an additional 1/3 of the Shares under option or any lesser part hereof.

2.4 Subject to sooner termination in accordance with the terms of the Plan, the Option shall expire and terminate upon the Expiration Date as to such of the Option Shares in respect of which the Option has not then been exercised.

PART 3

RESERVATION OF SHARES

3.1 The Corporation shall at all times during the term of this Agreement, keep available a sufficient number of unissued Shares in its authorized capital equal to those of the Option Shares which have not been issued.

PART 4

ASSIGNMENT OF ENUREMENT

4.1 The Option is personal to the Optionee and non-assignable and neither this Agreement nor any rights hereunder shall be transferable or assignable by the Optionee except as expressly permitted under the terms of the Plan.

4.2 This Agreement shall enure to the benefit and be binding upon the parties hereto and their permitted successors and assigns.

PART 5

EXERCISE OF THE OPTION

5.1 The Option may be exercised by the Optionee by delivery of written notice of such exercise and by tendering therewith payment for the purchase price of the Option Shares to be purchased in cash, by cheque or in any other manner that is acceptable to the Corporation and that is permitted by law, to the Corporation at its principal office in the City of Toronto, in the Province of Ontario, or at such other place as may be directed by notice in writing from the Corporation to the Optionee from time to time. Such notice shall state the number of Option Shares with respect to which the Option is then being exercised. The Option shall be deemed for all purposes to have been exercised to the extent stated in such notice upon delivery of the notice and a tender of payment in full for the Option Shares being purchased notwithstanding any delay in the issuance and delivery of the certificate(s) for the Shares so purchased. The Corporation shall, within a reasonable period of time, issue the Shares so purchased in the name of the Optionee and deliver the certificate(s) therefor to the Optionee.

PART 6

RIGHTS OF THE OPTIONEE PRIOR TO THE EXERCISE DATE

6.1 The Option herein granted shall not entitle the Optionee to any right whatsoever as a shareholder of the Corporation with respect to any Shares subject to the Option until it has been exercised and the Option Shares thereby purchased have been issued as fully paid and non-assessable.

6.2 Nothing contained in this Agreement or done pursuant hereto shall obligate the Optionee to purchase and/or pay for any Option Shares except those Option Shares in respect of which the Optionee shall have validly exercised this Option.

PART 7

REGULATORY APPROVAL

7.1 Notwithstanding anything to the contrary in this Agreement, the Optionee hereby agrees that he will not exercise the Option, and that the Corporation will not be obliged to issue any Shares hereunder, if the exercise of the Option or the issuance of the Shares shall constitute a violation by the Optionee or the Corporation of any provision of any law or regulation or of any order, regulation, policy or rule of any governmental authority, regulatory body or stock exchange. Any determination in this connection made by the Board of Directors of the Corporation shall be final, binding and conclusive.

7.2 The Corporation shall in no event be obliged, by any act of the Optionee or otherwise, to issue, register or qualify for resale any securities issuable upon exercise of the Option pursuant to a prospectus or similar document or to take any other affirmative action in order to cause the exercise of the Option or the issue or resale of the Shares issuable pursuant thereto to comply with any law or regulation or any order, regulation, policy or rule of any governmental authority, regulatory body or stock exchange; provided that the Corporation shall notify the TSX Venture Exchange and other appropriate regulatory bodies in Canada of the existence of the Option and any exercise thereof.

PART 8

FURTHER ASSURANCES

8.1 The parties hereto covenant that they shall and will from time to time and at all times hereafter do and perform all such acts and things and execute all such deeds, documents and writings as may be required to give effect to the true intent of this Agreement.

PART 9

INTERPRETATION AND GENERAL

9.1 It is understood and agreed by the parties hereto that questions may arise as to the interpretation, construction or enforcement of this Agreement or the Plan and the parties are desirous of having the Board of Directors of the Corporation determine any such question or interpretation, construction or enforcement. It is, therefore, understood and agreed by and between the parties hereto that any question arising under the terms of this Agreement or the Plan as to interpretation, construction or enforcement shall be referred to the Board of Directors of the Corporation and their majority decision shall be final and binding on both of the parties hereto.

9.2 Neither the Corporation nor its directors or officers, or any of them, shall be liable to the Optionee or to the Optionee's personal representative by reason of any loss or anticipated loss of economic benefit by reason of any action or event, whether or not concurred in by them, which has the effect of curtailing or abrogating the benefits which have accrued or might have accrued

to the Optionee hereunder, including, without limitation, the voluntary or involuntary winding up of the Corporation, the sale of all or substantially all of its assets, the delisting of the Shares from public trading, or any decline in the value of the Shares for any reason whatsoever.

9.3 The payment of all income taxes or other taxes or assessments in the nature of taxes levied upon the Optionee as a result of the granting or exercise of the Option shall be solely the responsibility of the Optionee.

9.4 In this Agreement, words importing the singular number include the plural and vice versa and words importing the masculine gender include the feminine and neuter genders.

9.5 This Agreement, including any schedules annexed hereto, constitute the entire agreement between the parties hereto and there are no oral statements, representations, warranties, undertakings or agreements between the parties modifying the provisions of this Agreement. No supplement, amendment, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties hereto.

9.6 Time shall be of the essence of this Agreement.

PART 10

GOVERNING LAW

10.1 Except as otherwise set forth in the Plan, this Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario excluding any conflicts of law, rule or principle which might refer such construction to the laws of another jurisdiction.

10.2 Each of the parties hereto hereby irrevocably attorns to the jurisdiction of the Courts of the Province of Ontario and the Supreme Court of Canada.

PART 11

NOTICES

11.1 Any notice to be given pursuant to the provisions hereof shall be conclusively deemed to have been given and received by a party hereto and to be effective on the day on which it is delivered to such party at the addresses set forth below (or at such other address that such party shall supply to the other parties in writing) or if sent by mail, on the fifth business day after the day on which mailed, addressed to such party at said address:

(a) If to the Optionee, at

(b) If to the Corporation, at

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED)
in the presence of:)
)
)
)

TREKLOGIC TECHNOLOGIES INC.

Per: _____

Per: _____