

THE MINT CORPORATION

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that the annual and general meeting (the “**Meeting**”) of shareholders of The Mint Corporation (the “**Company**”) will be held at the offices of the Company, 333 Bay Street, Suite 1700, Toronto, Ontario on September 30, 2021 at 10:00 a.m. (Toronto time):

1. **TO RECEIVE** the consolidated financial statements of the Company and the auditors' report thereon for the financial year ended December 31, 2020;
2. **TO CONSIDER** and, if deemed advisable, to pass an ordinary resolution to fix the number of directors to be elected at the Meeting at five (5);
3. **TO CONSIDER** and, if deemed advisable, to elect via ordinary resolution the board of directors of the Company for the ensuing year;
4. **TO CONSIDER** and, if thought appropriate, to pass an ordinary resolution appointing the auditors of the Company and authorizing the directors to fix their remuneration;
5. **TO CONSIDER** and, if deemed advisable, to pass, with or without variation, an ordinary resolution of the shareholders to reapprove the Company's stock option plan, as more particularly described in the accompanying Management Information Circular (the “**Circular**”);
6. **TO CONSIDER** and, if deemed advisable, to pass, an ordinary resolution of the majority of minority shareholders of the Company pursuant to Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*, approving the payment by the Company to certain creditors of the Company in connection with a debt settlement, as more particularly described in the accompanying Circular; and
7. **TO TRANSACT** such other business as may properly come before the Meeting.

The Circular which accompanies this Notice of Meeting should be referred to for details of the matters to be considered at the Meeting.

The record date for the determination of the shareholders of the Company (the “**Shareholders**”) entitled to receive notice of, and to vote at, the Meeting or any adjournments or postponements thereof is August 23, 2021 (the “**Record Date**”). Shareholders whose names have been entered in the register of Shareholders at the close of business on the Record Date will be entitled to receive notice of, and to vote, at the Meeting or any adjournments or postponements thereof.

COVID-19 Protocols

The Company is actively monitoring the ongoing COVID-19 situation and is sensitive to public health concerns and protocols put in place by federal, provincial and municipal governments. The Company will be severely restricting physical access to the Meeting and only registered Shareholders and formally appointed proxyholders will be allowed to attend. In order to comply with government orders concerning maximum size of public gatherings and required physical distancing parameters, the Company may be unable to admit shareholders to the Meeting. The Company strongly encourages registered Shareholders and proxyholders not to attend the Meeting in person, and Shareholders are encouraged to vote using one of the methods described in the accompanying Circular. To further mitigate the risk of the spread of the virus, the Meeting can be accessed by conference call at 1-855-473-1059,

Participant Code: 0091269#. This call will be listen-only and Shareholders will not be able to vote or speak at, or otherwise participate in the Meeting via the conference call. Given the restrictions in place, the Company's board of directors and auditors do not plan to attend the Meeting in person.

Obtaining Paper Copies of Materials

Shareholders with questions may call the Company's register and transfer agent, Computershare Investor Services Inc. at 1-866-962-0498 (toll-free). Shareholders may also obtain paper copies of proxy-related materials ("**Proxy-Related Materials**") free of charge by contacting Computershare Investor Services Inc. at 1-866-962-0498 (toll-free) or by facsimile at 1-866-249-7775; or by internet at www.investorvote.com; or upon request to the Corporate Secretary of the Company.

A request for paper copies of Proxy-Related Materials which are required in advance of the Meeting should be made so that they are received by Computershare Investor Services Inc. or the Company, as applicable, by Thursday, September 2, 2021, in order to allow sufficient time for non-registered Shareholders (the "**Non-Registered Shareholders**") to receive the paper copies and to return their proxies or voting instruction forms to intermediaries before September 28, 2021, at 10:00 a.m. local time, being the date that is not later than 48 hours (excluding Saturdays, Sundays and statutory holidays in the City of Toronto, Ontario) prior to the time set for the Meeting or any adjournments or postponements thereof (the "**Proxy Deadline**").

Form of Proxy for Registered Shareholders

Completed proxies, for registered Shareholders, must be returned to Computershare Investor Services Inc. (i) by mail to Computershare Investor Services Inc. (Attention: Proxy Department), 100 University Ave., 8th Floor, Toronto, ON M5J 2Y1; or (ii) by facsimile at 1-866-249-7775; or (iii) by internet at www.investorvote.com; in any case, by no later than 10:00 a.m. (Toronto time) on September 28, 2021, being the Proxy Deadline.

Voting Instruction Forms for Non-Registered Shareholders

Non-Registered Shareholders who have not waived the right to receive the proxy-related materials will either: (i) receive a voting instruction form; or (ii) be given a proxy which has already been signed by the intermediary (typically by a facsimile, stamped signature) which is restricted to the number of common shares in the capital of the Company beneficially owned by the Non-Registered Shareholder, but which is otherwise not completed.

Non-Registered Shareholders should carefully follow the instructions that accompany the voting instruction form or the proxy, including those indicating when and where the voting instruction form or the proxy is to be delivered. Voting instructions must be deposited by the Proxy Deadline, however, your voting instruction form may provide for an earlier date in order to process your votes in a timely manner. Voting instruction forms permit the completion of the voting instruction form online or by telephone. A Non-Registered Shareholder wishing to vote should follow the corresponding instructions on the voting instruction form or, in the case of a proxy, strike out the names of the persons named in the proxy and insert the Non-Registered Shareholder's name in the space provided.

DATED this 31st day of August, 2021.

By Order of the Board of Directors

(Signed) "*Vishy Karamadam*"

Vishy Karamadam
Chief Executive Officer

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THE MINT CORPORATION
MANAGEMENT INFORMATION CIRCULAR
as at AUGUST 31, 2021

THIS MANAGEMENT INFORMATION CIRCULAR IS FURNISHED IN CONNECTION WITH THE SOLICITATION BY THE MANAGEMENT OF THE MINT CORPORATION (THE “COMPANY” OR “MINT”) OF PROXIES TO BE VOTED AT THE ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS (THE “MEETING”) OF THE CORPORATION TO BE HELD ON SEPTEMBER 30, 2021 FOR THE PURPOSES SET OUT IN THE ACCOMPANYING NOTICE OF MEETING.

Part I
GENERAL PROXY INFORMATION

Unless otherwise indicated, “Company” or “MINT” refers to The Mint Corporation. Unless otherwise noted, all dollar amounts are expressed in Canadian dollars and references to “\$” or “C\$” are to Canadian dollars and amounts expressed in United States dollars are referred to “US\$”.

SOLICITATION OF PROXIES AND VOTING INSTRUCTIONS

Solicitations of Proxies by Management

This management information circular of the Company (the “**Circular**”) is furnished in connection with the solicitation of proxies by or on behalf of management of Mint, for use at the Meeting to be held on Thursday, September 30, 2021 at 10:00 a.m. (Toronto time) at the offices of the Company located at, 333 Bay Street, 17th Floor, Toronto, Ontario, and at all postponements or adjournments thereof, for the purposes set forth in the accompanying notice of the Meeting (the “**Notice of Meeting**”). It is expected that the solicitation of proxies will be primarily by mail, however, proxies may also be solicited by the officers, directors and employees of the Company and/or a proxy solicitation firm by telephone, electronic mail, facsimile or personally. These persons will receive no compensation for such solicitation other than their regular fees or salaries. The cost of soliciting proxies in connection with the Meeting will be borne directly by the Company.

The board of directors of Mint (the “**Board**”) has fixed the close of business on August 23, 2021 (the “**Record Date**”), being the date for the determination of the registered shareholders of the Company (the “**Registered Shareholders**”) entitled to receive notice of, and to vote. All duly completed and executed proxies must be received by the Company’s registrar and transfer agent, Computershare Investor Services Inc. (Attention: Proxy Department), 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1, fax number 1-866-249-7775, not later than 10:00 a.m. (Toronto time) on September 28, 2021, subject to adjournments or postponements of the date or time set for the Meeting.

COVID-19 Protocols

The Company is actively monitoring the ongoing COVID-19 situation and is sensitive to public health concerns and protocols put in place by federal, provincial and municipal governments. The Company will be severely restricting physical access to the Meeting and only Registered Shareholders and formally appointed proxyholders will be allowed to attend. In order to comply with government orders concerning maximum size of public gatherings and required physical distancing parameters, the Company may be unable to admit shareholders of the Company (the “**Shareholders**”) to the Meeting. The Company strongly encourages Registered Shareholders and proxyholders not to attend the Meeting in person, and Shareholders are encouraged to vote using one of the methods described in the accompanying Circular. To further mitigate the risk of the spread of the virus, the Meeting can be accessed by conference call at 1-855-473-1059, Participant Code: 0091269#. This call will be listen-only and Shareholders will

not be able to vote or speak at, or otherwise participate in the Meeting via the conference call. Given the restrictions in place, the Board and auditors do not plan to attend the Meeting in person.

Shareholders with questions may call the Company's register and transfer agent, Computershare Investor Services Inc. at 1-866-962-0498 (toll-free). Shareholders may also obtain paper copies of proxy-related materials (the "**Proxy-Related Materials**") free of charge by contacting Computershare Investor Services Inc. at 1-866-962-0498 (toll-free) or by facsimile at 1-866-249-7775; or by internet at www.investorvote.com; or upon request to the Corporate Secretary of the Company.

A request for paper copies of Proxy-Related Materials which are required in advance of the Meeting should be made so that they are received by Computershare Investor Services Inc. or the Company, as applicable, by Thursday, September 2, 2021, in order to allow sufficient time for non-registered Shareholders ("**Non-Registered Shareholders**") to receive the paper copies and to return their proxies or voting instruction forms to intermediaries before September 28, 2021, at 10:00 a.m. (Toronto time), being the date that is not later than 48 hours (excluding Saturdays, Sundays and statutory holidays in the City of Toronto, Ontario) prior to the time set for the Meeting or any adjournments or postponements thereof (the "**Proxy Deadline**").

Appointment of Proxies

The persons named in the enclosed form of proxy are officers and/or directors of the Company. **A Shareholder desiring to appoint some other person, who need not be a Shareholder, to represent him or her at the Meeting, may do so by inserting such person's name in the blank space provided in the enclosed form of proxy or by completing another proper form of proxy and, in either case, depositing the completed and executed proxy at the offices of Computershare Investor Services Inc., at the address provided herein, not later than the Proxy Deadline.**

A Shareholder forwarding the enclosed form of proxy may indicate the manner in which the appointee is to vote with respect to any specific item by checking the appropriate space. If the Shareholder giving the proxy wishes to confer a discretionary authority with respect to any item of business, then the space opposite the item is to be left blank. The common shares in the capital of the Company (the "**Common Shares**" or the "**Shares**") represented by the form of proxy submitted by a Shareholder will be voted in accordance with the directions, if any, given in the form of proxy. To be valid, a form of proxy must be executed by a Shareholder or a Shareholder's attorney duly authorized in writing or, if the Shareholder is a body corporate, under its corporate seal or, by a duly authorized officer or attorney.

Voting of Proxies

The Shares represented by the accompanying form of proxy (if properly executed and received at the offices of Computershare Investor Services Inc. at the address provided herein, not later than the Proxy Deadline), will be voted at the Meeting and, where a choice is specified in respect of any matter to be acted upon, will be voted or withheld from voting or voted in favour or against, as applicable, in accordance with the specification made on any ballot that may be called for. In the absence of such specification, proxies in favour of management will be voted in favour of the resolutions described below. The enclosed form of proxy confers discretionary authority upon the persons named therein with respect to amendments or variations to matters identified in the Notice of Meeting and with respect to other matters which may properly come before the Meeting. At the time of printing of this Circular, management knows of no such amendments, variations, or other matters to come before the Meeting. However, if any other matters that are not now known to management should properly come before the Meeting, the form of proxy will be voted on such matters in accordance with the best judgment of the named proxies.

Revocation of Proxies

A proxy given pursuant to this solicitation may be revoked at any time prior to its use. A Shareholder who has given a proxy may revoke the proxy by: (a) completing and signing a proxy bearing a later date and depositing it at the offices of Computershare Investor Services Inc. (Attention: Proxy Department), 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1, fax number 1-866-249-7775; (b) depositing an instrument in writing executed by the Shareholder or by the Shareholder's attorney duly authorized in writing or, if the Shareholder is a body corporate, under its corporate seal or, by a duly authorized officer or attorney either with Computershare Investor Services Inc. (Attention: Proxy Department), 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1, fax number 1-866-249-7775, at any time up to and including the last business day preceding the day of the Meeting or any adjournment(s) or postponement(s) thereof or with the Chairman of the Meeting prior to the commencement of the Meeting on the day of the Meeting or any adjournment(s) or postponement(s) thereof; or (c) in any other manner permitted by law. Such instrument will not be effective in respect to any matter on which a vote has already been cast pursuant to such proxy.

Voting by Non-Registered Shareholders

Only Registered Shareholders or the persons they appoint as their proxies are permitted to vote a Meeting. Most Shareholders are Non-Registered Shareholders because the Shares they own are not registered in their names but are instead registered in the name of the brokerage firm, bank, or trust company through which they purchased the Shares. Shares beneficially owned by a Non-Registered Shareholder are registered either: (i) in the name of an intermediary ("**Intermediary**") that the Non-Registered Shareholder deals with in respect of the Shares; or (ii) in the name of a clearing agency (such as CDS Clearing and Depository Services Inc. ("**CDS**") of which the Intermediary is a participant. In accordance with applicable securities law requirements, the Company will have distributed copies of the Notice of Meeting, this Circular and the form of proxy (collectively, the "**Meeting Materials**") to the clearing agencies and Intermediaries for distribution to Non-Registered Shareholders.

Intermediaries are required to forward the Meeting Materials to Non-Registered Shareholders unless a Non-Registered Shareholder has waived the right to receive them. Intermediaries often use service companies to forward the Meeting Materials to Non-Registered Shareholders. Generally, Non-Registered Shareholders who have not waived the right to receive Meeting Materials will either: (a) be given a voting instruction form which is not signed by the Intermediary and which, when properly completed and signed by the Non-Registered Shareholder and returned to the Intermediary or its service company, will constitute voting instructions (often called a "**voting instruction form**") which the Intermediary must follow. Typically, the voting instruction form will consist of a one-page pre-printed form. The majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**") in Canada. Broadridge typically prepares a machine-readable voting instruction form, mails those forms to Non-Registered Shareholders and asks Non-Registered Shareholders to return the forms to Broadridge or otherwise communicate voting instructions to Broadridge (by way of the Internet or telephone, for example). Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of the shares to be represented at the Meeting. Sometimes, the voting instruction form will consist of a regular printed proxy form accompanied by a page of instructions which contains a removable label with a bar-code and other information. In order for this form of proxy to validly constitute a voting instruction form, the Non-Registered Shareholder 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. A Non-Registered Shareholder who receives a voting instruction form cannot use that form to vote his or her Shares at the Meeting; or (b) 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 Shareholder, but which is otherwise not completed by the Intermediary. Because the Intermediary has already signed the form of proxy, this form of proxy is not required to be signed by the Non-Registered Shareholder when submitting the proxy. In this case, the Non-

Registered Shareholder who wishes to submit a proxy should properly complete the form of proxy and deposit it with Computershare Investor Services Inc. (Attention: Proxy Department), 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1, fax: 1-866-249-7775.

In either case, the purpose of these procedures is to permit Non-Registered Shareholders to direct the voting of the Shares they beneficially own. Should a Non-Registered Shareholder who receives one of the above forms wish to vote at this Meeting, or any adjournment(s) or postponement(s) thereof, (or have another person attend and vote on behalf of the Non-Registered Shareholder), the Non-Registered Shareholder should strike out the persons named in the voting instruction form and insert the Non-Registered Shareholder or such other person's name in the blank space provided. In either case, Non-Registered Shareholders should follow the instructions of their Intermediary, including those regarding when and where the voting instruction form is to be delivered. A Non-Registered Shareholder may revoke a voting instruction form 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 provided that an Intermediary is not required to act on a revocation of a voting instruction form or of a waiver of the right to receive Meeting Materials and to vote, which is not received by the Intermediary at least seven (7) days prior to the Meeting.

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

Except with respect to the election of directors, or the appointment of auditors, or as otherwise set forth elsewhere in this Circular, no director or executive officer of the Company, no person who has held such a position since the beginning of the last completed financial year of the Company, no nominee for election as a director of the Company, and no associate or affiliate of any 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 the approval of the share option plan, described herein.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The Company is authorized to issue an unlimited number of Common Shares without nominal or par value. As at the Record Date, 219,876,725 Common Shares were issued and outstanding, each such Common Share carrying the right to one vote on a ballot at the Meeting. Only Shareholders of record as at the Record Date will be entitled to vote at the Meeting, and, except as otherwise determined from time to time by directors of the Company, no Shareholders becoming such after the Record Date will be entitled to receive notice of and vote at the Meeting or any adjournment thereof, or to be treated as a Shareholder of record for purposes of such other action.

To the knowledge of the Company's directors and executive officers, the only persons or companies who beneficially own, directly or indirectly, or control or direct, directly or indirectly, common shares carrying more than 10% of the voting rights attached to the outstanding Common Shares are:

<u>Name</u>	<u>Approximate Number of Common Shares Beneficially Owned, Controlled or Directed</u>	<u>Percentage of Outstanding Common Shares</u>
Global Business Services for Multimedia ⁽¹⁾	111,326,161	50.63%
Mobile Telecommunication Group LLC ⁽²⁾	19,918,258	9.06%

Notes:

- (1) A corporation controlled by Firas Al Fraih, director of the Company.
- (2) A wholly-owned subsidiary of Global Business Services for Multimedia.

Part II
MATTERS TO BE VOTED ON AT THE MEETING

Presentation of the Annual Financial Statements

The financial statements of the Company for the year ended December 31, 2020, together with the independent auditor's report thereon, will be presented at the Meeting, but no vote by the shareholders is required or proposed to be taken.

Fixing Number of Directors

At the Meeting, it is proposed that the number of directors to be elected at the Meeting to hold office until the next annual meeting or until their successors are elected or appointed, subject to the constating documents of the Company, be fixed at five (5).

Unless the Shareholder directs that his or her Common Shares are to be withheld from voting in connection with fixing the number of directors at five (5), the persons named in the enclosed form of proxy intend to vote FOR fixing the number of directors at five (5). In order for the vote to be effective, the ordinary resolution must be approved by the affirmative vote of not less than 50% of the votes cast at the Meeting.

At the Meeting, Shareholders will be asked to vote on the following ordinary resolution:

"BE IT RESOLVED as an ordinary resolution of the Shareholders of the Company that the number of directors for election at this Meeting be set at five."

The Board unanimously recommends shareholders vote FOR the above resolution approving the number of directors.

In the absence of instruction to the contrary, the persons designated by management in the Proxy intend to vote "For" the preceding resolution.

Election of Directors

At the Meeting, Shareholders will be asked to elect five (5) directors of the Company. Each director who is elected at the Meeting will serve until the next annual meeting of Shareholders or until that director's successor has been elected or appointed.

The following table sets out the names of the nominees of management for election as directors as well as other information provided by each nominee:

Name and Residence	Principal Occupation	Director Since	Common shares beneficially owned, or controlled or directed, directly or indirectly
Vishy Karamadam ⁽¹⁾⁽²⁾ <i>Ontario, Canada</i>	President and Chief Executive Officer of the Company.	June 5, 2014	108,333 ⁽³⁾ (0.05%)

Name and Residence	Principal Occupation	Director Since	Common shares beneficially owned, or controlled or directed, directly or indirectly
Vikas Ranjan <i>Ontario, Canada</i>	President of Gravitas Financial Inc. (July 2014 to present);	December 19, 2017	114,333 ⁽⁴⁾ (0.05%)
Rebecca Ong ⁽¹⁾ <i>Ontario, Canada</i>	CFO of Secova Metals Corp., VP Finance of Uptempo Inc., CFO of Gravitas Financial Inc., and Controller of JCM Solar Capital	November 30, 2019	Nil
Firas Al Fraih <i>Dubai, United Arab Emirates</i>	Senior officer and director of Global Business Services for Multimedia and Mobile Telecommunication Group LLC.	January 11, 2020	131,244,419 ⁽⁵⁾ (59.69%)
Randy Koroll ⁽¹⁾ <i>Ontario, Canada</i>	CFO, Star Navigation Systems Group Ltd.	April 30, 2019	Nil

Notes:

- (1) Member of the Audit Committee.
- (2) Chairman of the board as of April 16, 2015
- (3) The Shares are held by 2444444 Ontario Inc.; a company where Vishy Karamadam is a beneficiary.
- (4) A portion of the Shares held by Vikas Ranjan are held by 2444444 Ontario Inc. a company where Vishy Karamadam and Vikas Ranjan are beneficiaries.
- (5) Shares held through Global Business Services for Multimedia and Mobile Telecommunication Group LLC.

Vishy Karamadam – Director appointed June 5, 2014

Mr. Karamadam is currently co-founder and CEO of foreGrowth Inc., a commercial real estate investment firm that focuses on North American income generating properties, and Chairman and CEO of The Mint Corporation (TSXV: MIT). He is a management professional with over 20 years of corporate and entrepreneurial experience. Most recently his area of focus has been in restructuring, strategy, capital markets and entrepreneurship. He was the co-founder of Ubika Research an investment research and capital markets services firm and Smallcappower.com, a leading online financial portal that connects small cap publicly listed companies to investors. As a lead analyst for Ubika Research, Vishy has performed in-depth analysis and written research reports on numerous companies in a diverse range of industries. His previous experience includes working for blue chip organizations in Toronto, Canada and Mumbai, India and he has strong exposure to the financial services industry.

Mr. Karamadam holds a Bachelor in Technology Degree in Electronics & Communication Engineering, Masters in Management Studies in Finance from University of Mumbai, India and an MBA from McGill University in Montreal.

Vikas Ranjan – Director appointed December 19, 2017

Mr. Ranjan is a management professional with an MBA in Finance from McGill University, Montreal, Canada. His background includes over 25 years experience in diverse areas of finance, capital markets, entrepreneurship and investing.

He is a co-founder of Gravitas Group of companies and his experience encompasses working in senior executive roles, both in Canada and India.

Mr. Ranjan has been involved in launching several public and private enterprises in the areas of capital markets and growth investing. He currently serves on the boards of several public and private companies.

Rebecca Ong – Director appointed November 30, 2019

Ms. Ong holds a Chartered Financial Analyst designation from the CFA Institute. The CFA Institute headquartered in Charlottesville, Virginia, is a global, not-for-profit professional organization that provides investment professionals with finance education and currently have close to 200,000 members worldwide. It aims to promote the standards in ethics, education, and professional excellence in the global investment industry. Ms. Ong was also a Malaysian Certified Public Accountant between 1991 to 2003 with the Malaysian Institute of Accountants, the only accountancy body empowered by law to regulate the accounting profession in Malaysia. Ms. Ong allowed her membership with the Malaysian Institute of Accountants to lapse in 2003 after immigrating to Canada.

From March 2021 to currently, Ms. Ong works full time as the CFO of Secova Metals Corp.

Ms. Ong is a seasoned executive with over 30 years of experience in finance, of which 20 years was in Canada. She brings expertise in areas such as public reporting with listed and private companies, investment banking, corporate finance, financial reporting, project financing, budgets and forecasting and general financial management. She has worked with companies ranging from small scale start-ups to mid and large size corporations across an array of industries such as fintech, construction, renewable energy, road toll operator, investment bank, commercial banking, and public accounting. These companies had operations in Canada, the United States and Malaysia. The highlights of her career included her involvement in the development, construction and operation of renewable wind projects in Canada, the development of renewable projects in Africa and Latin America as well as the construction of the Starhill project, an iconic shopping complex in Jalan Bukit Bintang, Kuala Lumpur as well as having worked for two years in Houston with one of the top energy producers in the world.

From October 2019 to March 2021, Ms. Ong was the Vice President, Finance of Uptempo Inc., a fintech company which is a bank sponsored provider of automated payment and budget solutions with operations in the United States and its headquarter in Toronto. Uptempo Inc.'s wholly owned subsidiary, Hank Payments is a party in the qualifying transaction of Nobelium Tech Corp (listed on the TSXV) which is pending completion.

From February 2019 to October 2019, Ms. Ong was the CFO of Gravitas Financial Inc., an investment holding and merchant banking firm with focus on financial services, fintech and mining investments. Ms. Ong was the Financial Controller of Gravitas from August 2018 to February 2019. Gravitas was listed on the CSE on July 8, 2013 and is currently under the ticker "GFI".

From August 2014 to March 2018, Ms. Ong was the Financial Controller of JCM Solar Capital Ltd., a renewable energy company with projects in South Saharan Africa, Latin America and Asia.

Firas Al Fraih – Director appointed January 11, 2020

Mr. Firas Al Fraih, Director. Mr. Al Fraih joined as a director of the Company as of January 11, 2020. He is a senior officer and director of Global Business Services for Multimedia ("GBS") (the majority shareholder of Mint) and Mobile Telecommunication Group LLC.

Randy Koroll – Director appointed April 30, 2019

Mr. Koroll is rejoining the Mint board having previously served as a director from October 2013 to September 2014. Mr. Koroll brings over 30 years' management and finance experience to the Mint board. He has served as a director of numerous public companies and as the chief financial officer for various publicly traded and private companies since 2001.

None of the proposed 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.

Cease Trade Orders and Bankruptcies

To our knowledge, no proposed director:

- a) within ten (10) years of the date hereof, was a director or chief executive officer or chief financial officer of any company, including the Company that:
 - (i) was the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days;
 - (ii) was subject to an event that resulted, after the proposed director ceased to be a director, chief executive officer or chief financial officer, in the company being the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days; or
 - (iii) became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or became subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director;
- b) has, within the ten (10) years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceeding, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

In addition, no proposed director has been subject to: (i) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority, or (ii) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable security holder in deciding whether to vote for a proposed director.

At the Meeting, Shareholders will be asked to vote on ordinary resolutions to elect the proposed directors set forth above.

The Board unanimously recommends shareholders vote FOR the resolutions approving the election of the proposed directors.

PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED FOR THE ELECTION OF THE NOMINEES SET OUT ABOVE, UNLESS THE SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT THE SHAREHOLDER'S COMMON SHARES ARE TO BE WITHHELD FROM VOTING IN

RESPECT OF THE ELECTION OF ONE OR MORE DIRECTORS. MANAGEMENT HAS NO REASON TO BELIEVE THAT ANY OF THE NOMINEES WILL BE UNABLE TO SERVE AS A DIRECTOR BUT, IF A NOMINEE IS UNAVAILABLE TO SERVE AS A DIRECTOR, PROXIES IN FAVOUR OF MANAGEMENT WILL BE VOTED IN FAVOUR OF THE REMAINING NOMINEES AND MAY BE VOTED FOR A SUBSTITUTE NOMINEE, UNLESS THE SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT THE SHAREHOLDER'S COMMON SHARES ARE TO BE WITHHELD FROM VOTING IN RESPECT OF THE ELECTION OF DIRECTORS.

Appointment of Auditor

PKF Antares is proposed for appointment as auditor of the Company until the next annual meeting of Shareholders, at such remuneration as the directors may fix. PKF Antares was appointed as auditor of the Company on December 10, 2020. MNP LLP was appointed as the auditor of the Company on November 25, 2013, and resigned on December 10, 2020.

At the Meeting, Shareholders will be asked to vote on the following ordinary resolution:

“BE IT RESOLVED as an ordinary resolution of the Shareholders of the Company that PKF Antares be appointed as auditor of the Company until the close of the next annual general meeting and that the directors of the Company are hereby authorized to fix the remuneration of the auditor.”

The Board unanimously recommends shareholders vote FOR the above resolution approving the appointment of the auditors.

PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED FOR THE APPOINTMENT OF PKF ANTARES AS AUDITOR OF THE CORPORATION, UNLESS THE SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT THE SHAREHOLDER'S COMMON SHARES ARE TO BE WITHHELD FROM VOTING IN RESPECT OF THE APPOINTMENT OF AUDITORS.

Stock Option Plan

The Company implemented a new 10% rolling stock option plan (the "**Stock Option Plan**") which was adopted by the Board in June 2017 and approved by the Shareholders on June 20, 2018, replacing the previously implemented fixed stock option plan (the "**Fixed Plan**").

Pursuant to the Stock Option Plan, the Board may, from time to time and at its discretion, grant to directors, officers, employees or consultants of the Company options to acquire Shares of the Company for a maximum of 10% of the number of outstanding Shares of the Company at the time of the grant.

In June 2017, the board of directors approved the replacement of the Fixed Plan with the Stock Option Plan. Under the Stock Option Plan, the Company may issue options to purchase up to 10% of the outstanding Common Shares from time to time. As of the date of this Circular, the number of Common Shares currently issuable under the Stock Option Plan is **21,987,672** common shares.

The material terms of the Stock Option Plan are as follows:

- (a) Options may be granted under the Stock Option Plan to employees, officers, directors and consultants of the Company or any subsidiary (an "**Eligible Person**").

- (b) The maximum number of Common Shares which may be reserved for issuance pursuant to the exercise of options under the Stock Option Plan is 10% of the issued and outstanding Common Shares at the time of any option grant.
- (c) The term of any option granted under the Stock Option Plan will be fixed by the Board at the time such option is granted, provided that options will not be permitted to exceed a term of five years.
- (d) The exercise price of any options granted under the Stock Option Plan will be determined by the Board but shall not be less than the lowest price permitted by the TSX Venture Exchange (“TSXV”).
- (e) All options will be non-assignable and non-transferable.
- (f) The aggregate number of options granted to any one consultant in a 12 month period must not exceed 2% of the issued Shares. The aggregate number of options granted to all persons retained to provide investor relations activities must not exceed 2% of the issued and outstanding Shares of the Company in any 12 month period.
- (g) If the option holder ceases to be an Eligible Person (other than by reason of death), then that holder’s options will expire no later than 90 days following the date that the option holder ceases to be an Eligible Person. However, if the option holder is engaged in investor relations activities the option will expire no later than 30 days after the option holder ceases to be an Eligible Person. If the option holder dies, then that holder’s options will expire no later than one year following the death of the option holder.
- (h) Disinterested Shareholder approval must be obtained for: (i) any reduction in the exercise price of an outstanding option, if the option holder is an insider; and (ii) any grant of options to any one individual, within a 12-month period, exceeding 5% of the Company’s issued and outstanding Shares.
- (i) Options will be adjusted in the event of any consolidation, subdivision, conversion or exchange of the Common Shares.
- (j) The expiry date of an option shall be automatically extended if the expiry date falls within a period (a “**Blackout Period**”) during which the Company prohibits option holders from exercising their options; provide that (i) the Blackout Period is imposed by the Company as a result of the existence of undisclosed material information, (ii) the Blackout Period shall expire upon the general disclosure of the undisclosed material information and the expiry date shall be extended to the 10th business day which follows the expiry of the Blackout Period, and (iii) the automatic extension of an option holder’s options will not be permitted where the option holder or the Company is subject to a cease trade order (or similar order under applicable securities laws) in respect of the Company’s securities.
- (k) To the extent the grant or exercise of an option gives rise to any tax or other statutory withholding obligation, prior to the delivery of the option or shares being acquired, the Company may require the option holder to pay the Company an amount, or withhold an amount from any remuneration or consideration payable to the option holder, sufficient to pay any tax or other statutory withholding obligation associated with the grant or exercise of the option.

The shareholders of the Company will be asked to consider, and if thought fit, to pass the following resolution at the Meeting:

At the Meeting, the Shareholders will be asked to pass an ordinary resolution to ratify and approve the adoption of the Stock Option Plan, with or without variation, as follows:

“**RESOLVED**, as an ordinary resolution of the Shareholders of the Company, that:

1. the Stock Option Plan dated for reference June 20, 2018, is hereby ratified, confirmed and approved; and
2. any one director or officer of the Company be and is hereby authorized and directed to perform all such acts and things and to execute and deliver, under the corporate seal of the Company or otherwise, all such deeds, documents, instruments and assurances as in his opinion may be necessary or desirable to give effect to this resolution including, without limitation, making any changes to the Option Plan required by applicable securities regulatory authorities and to complete all transactions in connection with the administration of the Option Plan.”

The Board unanimously recommends shareholders vote FOR the above resolution approving the Option Plan Resolution.

UNLESS OTHERWISE DIRECTED BY THE SHAREHOLDER, PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED IN FAVOUR OF THE RESOLUTION TO APPROVE THE ROLLING PLAN.

Approval of Debt Settlement

On May 6, 2021, the Company announced the settlement of an aggregate of approximately C\$30,000,000 (US\$23,763,840) (inclusive of accrued and unpaid interest) of indebtedness of the Company (the “**Debt**”) through the payment of an aggregate of C\$12,623,200 (US\$10,000,000) by either a one-time cash payment or through a payment in kind of certain assets of the Company or a combination of the foregoing (the “**Debt Settlement**”), to Mobile Telecommunication Group LLC (“**MTG**”) and Global Business Services for Multimedia (“**GBS**”), creditors of the Company (together MTG and GBS collectively referred to as, the “**Creditors**”). MTG is a wholly-owned subsidiary of GBS, as such, the Creditors are considered a “control person” (as such term is defined under the *Securities Act* (Ontario)) of the Company.

Background of Debt Settlement

The Company has over the years been funding the working capital needs of its United Arab Emirates investee companies (“**UAE Investee Companies**”) via non-interest bearing intercompany transfers. The Company had raised capital through debentures offerings and other debt instruments to raise the funds required to make these transfers. These advances to the UAE Investee Companies were written off over time in the Company’s financial statements. The Company, however, still carries the Debt in its books, with a significant portion of this Debt is in the form of series A debentures that are maturing in December of 2021. The Debt Settlement presents an attractive opportunity for the Company to clean up its balance sheet and better position the Company. In addition, these intercompany transfers have also burdened the UAE Investee Companies (with a liability on their books), precluding the UAE Investee Companies from pursuing strategic opportunities.

The Company’s financial situation, in particular the carrying of the Debt of the Company’s balance sheet, was harder to resolve in prior years as the majority shareholder of the Company and the primary creditor of the Company, were two independent organizations, while the UAE Investee Companies were separate entities. GBS has now become the majority owner of the Company, its sole debt holder, and is also a partner in the Company’s UAE Investee Companies. This relationship has now presented an opportunity for the Company, the Creditors, and

the UAE Investee Companies to work together to assist with cleaning up the financial position of the Company and allows all parties involved to move forward in a better financial position.

Pursuant to the Debt Settlement Agreement (as defined herein), the Company, will receive a payment of US\$11,000,000 in connection with the settlement of approximately C\$42,000,000 of non-interest bearing intercompany transfers made to the UAE Investees Companies (which has already been written off by the Company) over the last the several years. In addition, MTG will write-off approximately C\$8,000,000 of debt owed by the UAE Investee Companies to MTG. The Company will uses the proceeds from the UAE Investee Companies to eliminate the Debt. The Company will make a C\$12,623,200 (US\$10,000,000) payment to the Creditors through a one-time cash payment or through a payment in kind of certain assets of the Company or a combination of the foregoing, in connection with the Debt Settlement and pursuant to the terms of the Debt Settlement Agreement. The Company has decided that the terms of the Debt Settlement are in the best interests of the Company as it will allow the Company to be recapitalized, provide the Company with working capital to position the Company to be in a more favorable position moving forward.

The Creditor, the Company, GBS, Mint Middle East LLC, and Mint Gateway for Electronic Payment Services will enter into a debt settlement agreement (the “**Debt Settlement Agreement**”), of which the form of such agreement is attached as Exhibit “C” to this Circular, in which the terms of the Debt Settlement shall occur. No other benefits will accrue to any related parties as a consequence of this transaction except for those associated with the payment in connection with the Debt Settlement.

Regulatory Matters

Pursuant to Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* (“**MI 61-101**”), the Debt Settlement may be classified as a “related party transaction” as the Creditors are considered “related parties” (as such term is defined under MI 61-101) of the Company. Accordingly, pursuant to MI 61-101, the Debt Settlement may be subject to the minority shareholder approval and the formal valuation requirements (as such terms are defined in MI 61-101). The policies of the TSXV incorporate MI 61-101, which provides that related party transactions must receive the approval of “minority shareholders”, unless an exemption from this requirement is available under MI 61-101.

Accordingly, the payment by the Company to the Creditor with respect to the Debt Settlement, requires the approval of majority of minority votes cast of the Shareholders, excluding votes with respect to the Common Shares held directly or indirectly by the Creditors (and any Associates or Affiliates thereof) (“**Minority Shareholder Approval**”).

The Company has determined that an exemption from the formal valuation requirement of MI 61-101 is available pursuant to the financial hardship exemption under section 5.5(g) of MI 61-101, because:

- (i) the Company is insolvent or in serious financial difficulty;
- (ii) the Debt Settlement is designed to improve the financial position of the Company;
- (iii) the Company is not subject to a court approval or a court order under bankruptcy or insolvency law;
- (iv) the Company has one or more independent directors, Vikas Ranjan, Randy Koroll, and Rebecca Ong, in respect of the Debt Settlement; and

- (v) the Board, acting in good faith, has determined, and at least two-thirds of the Company's independent directors, acting in good faith, have determined that items (i) and (ii) apply, and the terms of the Debt Settlement are reasonable in the circumstances of the Company.

The Debt Settlement and payment to the Creditors, subject, to receiving Minority Shareholder Approval disclosed hereof is subject to the approval of the TSXV. Accordingly, at the Meeting, Shareholders, other than the Creditors, are being asked to approve the Debt Settlement.

In order for the Debt Settlement to proceed, Shareholders will be asked to consider, and if deemed advisable, approve and pass the following resolution (the "**Debt Settlement Resolution**") via Minority Shareholder Approval:

"BE IT RESOLVED THAT:

1. the Company be and it is hereby authorized to make a payment of an aggregate of C\$12,623,200 (US\$10,000,000) to the Creditors, "related parties" (as such term is defined under MI 61-101) of the Company, to settle up to an aggregate of C\$30,000,000 (US\$23,763,840) of outstanding indebtedness as described in the Circular and pursuant to the terms of the Debt Settlement Agreement; and
2. any director or officer of the Company is hereby authorized and directed, acting for, in the name of and on behalf of the Company, to execute or cause to be executed, under the seal of the Company or otherwise, and to deliver or cause to be delivered, such other documents and instruments, and to do or cause to be done all such acts and things, as may in the opinion of such director or officer of the Company be necessary or desirable to give effect to the foregoing resolution."

Management does not have any alternative plans in the event shareholder approval is not obtained for the Debt Settlement. In order to confirm and approve the Debt Settlement Resolution, the majority of the votes cast at the Meeting, without taking into consideration the Common Shares held by the Creditors, must be voted in favour of the Debt Settlement Resolution. In the event approval is not obtained, the Company will continue to be indebted to the Creditor for approximately C\$30,000,000 (US\$23,763,840) (inclusive of accrued and unpaid interest), with the majority of the Debt secured against assets of the Company and coming due in December 2021.

PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED FOR THE RESOLUTION APPROVING THE DEBT SETTLEMENT UNLESS A SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS, HER OR ITS COMMON SHARES ARE TO BE VOTED AGAINST SUCH RESOLUTION.

PART III
INFORMATION ABOUT THE COMPANY

Audit Committee

The audit committee (the “**Audit Committee**” or the “**Committee**”) is responsible for the Company’s financial reporting process and the quality of its financial reporting. In addition to its other duties, the Audit Committee reviews all financial statements (annual and interim) intended for circulation among shareholders and reports upon these to the Board. In addition, the Board may refer to the Audit Committee other matters and questions relating to the financial position of the Company. The Audit Committee has formally adopted an Audit Committee charter, which sets out the purposes of the Audit Committee and guidelines for its practices. The full text of the Audit Committee Charter is attached as Exhibit "A".

At least one member of the Committee shall have accounting or related financial management expertise. All members of the Committee shall be financially literate.

The definition of “financially literate” is the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can presumably be expected to be raised by the Company’s financial statements.

The Audit Committee is composed of the following members of the Board:

Member	Independent ⁽¹⁾	Financially Literate ⁽²⁾
Rebecca Ong	Yes	Yes
Randy Koroll	Yes	Yes
Vishy Karamadam	No	Yes

Notes:

- (1) A member of the audit committee is independent if the member has no direct or indirect material relationship with the Company which could, in the view of the board, reasonably interfere with the exercise of a member’s independent judgment.
- (2) A member of the audit committee is financially literate if the member has the ability to read and understand a set of financial statements that present a breadth and complexity of accounting issues that is generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company’s financial statements.

All members of the Audit Committee have the ability to read, analyze and understand the complexities surrounding the issuance of financial statements that present a breadth and level 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, and have an understanding of internal controls. All proposed members of the Audit Committee intend to maintain their currency by periodically taking continuing education courses. The education and experience of each Audit Committee member that is relevant to performance as an audit committee member is summarized in the section of this Circular "MATTERS TO BE VOTED ON AT THE MEETING – Election of Directors".

Since the commencement of the Company's most recently completed financial year, the Audit Committee has not made any recommendation to nominate or compensate an external auditor which was not adopted by the Board.

Since the commencement of the Company's most recently completed financial year, the Company has not relied on (a) the exemption in section 2.4 (De Minimis Non-audit Services) of National Instrument 52-110; or (b) an exemption from National Instrument 52-110, in whole or in part, granted under Part 8 (Exemptions).

The Audit Committee has not adopted any specific policies and procedures for the engagement of non-audit services. The following table sets out the fees paid by the Company and its subsidiaries to PKF Antares for the 2020 fiscal year and to MNPLLP Chartered Accounts for services rendered for the 2018 and 2019 fiscal years:

Financial Period Ended December 31	Audit Fees ⁽¹⁾	Audit Related Fees ⁽²⁾	Tax Fees ⁽³⁾	All Other Fees ⁽⁴⁾
2020	\$71,450	\$nil	\$nil	\$Nil
2019	\$140,000	\$6,638	\$15,515	\$nil
2018	\$213,4635	\$2,452	\$18,983	\$nil

Notes:

- (1) "Audit fees" are the aggregate fees billed by the Company's external auditor for audit services.
- (2) "Audit-related fees" are the aggregate fees billed for assurance and related services by the Company's external auditor that are reasonably related to the performance of the audit review of the Company's financial statements and are not reported as part of the audit fees.
- (3) "Tax fees" are the aggregate fees billed for professional services rendered by the Company's external auditor for tax compliance, tax advice and tax planning.
- (4) "All other fees" are the aggregate fees billed for products and services provided by the Company's external auditor, other than the services reported as audit fees, audit-related fees and tax fees.

Since the Company is a "Venture Issuer" pursuant to applicable Canadian securities legislation, it is relying upon the exemption provided for at section 6.1 of NI 52-110 in respect of the composition of the Audit Committee.

At no time since the commencement of the Company's most recently completed financial year has the Company relied on the exemptions provided for in subsections 2.4, 6.1.1(4), 6.1.1(5), or 6.1.1(6) of NI 52-110 or an exemption from NI 52-110, in whole or in part, granted pursuant to Part 8 of NI 52-110.

STATEMENT OF EXECUTIVE COMPENSATION

Set forth below is a description of the Company's current corporate governance practices, as prescribed by Form 58-101F2, which is attached to NI 58-101.

For the most recently completed financial year ended December 31, 2020, the Company’s only “Named Executive Officers” (as that term is defined in “National Instrument 51-102F6V - Statement of Executive Compensation – Venture Issuers”) were Vishy Karamadam (CEO) and Yongbiao (Winfield) Ding (CFO).

Director and Named Executive Compensation, Excluding Compensation Securities

The following table sets out all annual and long-term compensation for services in all capacities to the Company for the Company’s most recently completed financial years in respect of each Named Executive Officer and director of the Company.

Table of compensation excluding compensation securities							
Name and position	Year	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Vishy Karamadam Chief Executive Officer and Director	2020	65,000	\$Nil	\$Nil	\$Nil	\$Nil	65,000
	2019	92,500	\$Nil	\$Nil	\$Nil	\$Nil	92,500
Neil Gilday Former Director	2020	Nil	\$Nil	\$Nil	\$Nil	\$Nil	Nil
	2019	87,500	\$Nil	\$Nil	\$Nil	\$Nil	87,500
Ashish Kapoor Former Director	2020	Nil	\$Nil	\$Nil	\$Nil	\$Nil	Nil
	2019	8,000	\$Nil	\$Nil	\$Nil	\$Nil	8,000
Stephen Dulmage Former Director	2020	Nil	\$Nil	\$Nil	\$Nil	\$Nil	Nil
	2019	1,500	\$Nil	\$Nil	\$Nil	\$Nil	1,500
Vikas Ranjan Director	2020	\$16,000	\$Nil	\$Nil	\$Nil	\$Nil	\$16,000
	2019	\$55,000	\$Nil	\$Nil	\$Nil	\$Nil	\$55,000
Randy Koroll Director	2020	\$12,000	\$Nil	\$Nil	\$Nil	\$Nil	\$12,000
	2019	\$8,000	\$Nil	\$Nil	\$Nil	\$Nil	\$8,000
Rebecca Ong Director	2020	\$22,000	\$Nil	\$Nil	\$Nil	\$Nil	\$22,000
	2019	\$1,000	\$Nil	\$Nil	\$Nil	\$Nil	\$1,000

Compensation Securities							
Name and position	Type of compensation security	Number of compensation securities, number of underlying securities and percentage of class	Date of issue or grant	Issue, conversion or exercise price (\$)	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end (\$)	Expiry date
Randy Koroll Director	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Rebecca Ong Director	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Brian Hendry Former CFO	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Winfield Yongbiao Ding, CFO	Nil	Nil	Nil	Nil	Nil	Nil	Nil

None of the directors or Named Executive Officers were granted or exercised any compensation securities during the year ended December 31, 2020.

Stock option plans and other incentive plans

For a description of the material terms of the Stock Option Plan, see “MATTERS TO BE VOTED ON AT THE MEETING - Stock Option Plan”.

Employment, consulting and management agreements

There is no written employment contract between the Company and any of the Named Executive Officers. If a Named Executive Officer’s employment is terminated without cause (including constructive dismissal), the Named Executive Officer would be entitled to reasonable notice or pay in lieu of notice under the Named Executive Officer’s common law entitlement. A Named Executive Officer would not be entitled to notice, or pay in lieu of notice, if the Named Executive Officer’s employment is terminated for cause. The Named Executive Officers would not be entitled to any other or additional compensation if there is a change of control of the Company.

Directors of the Company each receive \$3,000 per calendar quarter as director fee.

Oversight and description of director and named executive officer compensation

The compensation payable to directors and Named Executive Officers is proposed by the CEO to the board of directors and approved by the board.

The compensation that the Named Executive Officers received, in the financial year ended December 31, 2020, consisted of cash and the grant of options to purchase common shares of the Company. None of the compensation received by the Named Executive Officers was tied to performance criteria. A peer group was not used to determine compensation.

Prior to May 2017, the stock option plan was not being used. In May 2017, management and the board of directors determined that it was in the interest of the Company to award incentive stock options to the Named Executive Officers and directors of the Company.

Pension disclosure

The Company does not have a pension plan (including any defined benefit plan or defined contribution plan) that provides for payments or benefits to the Named Executive Officers at, following, or in connection with retirement.

Directors and Officers Liability Insurance

The Company has directors' and officers' liability insurance as contemplated by subsection 136(4) of the *Business Corporations Act* (Ontario). An aggregate annual premium of \$25,000 was paid by the Company for directors' and officers' liability insurance for the year ended December 31, 2020. No part of this premium was paid by the directors or officers of the Company. The aggregate insurance coverage under the policy is limited to \$1,000,000 per claim per year. A deductible is not payable by any director or officer making a claim under the policy. The Company is required to reimburse the insurer for up to \$25,000 per claim, except that the Company is required to reimburse the insurer for up to \$50,000 paid by the insurer in respect to securities related matters. This insurance coverage is in addition to the Company's general third-party liability risk insurance.

Securities Authorized for Issuance Under Equity Compensation Plans

The following table sets out the number of common shares which are issuable upon exercise of outstanding options, warrants and rights of the Company issued under equity compensation plans, the weighted-average exercise price of those outstanding securities and the number of common shares remaining available for future issuance under all equity compensation plans of the Company, all determined as at December 31, 2020.

Equity Compensation Plan Information

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)
<i>Equity compensation plans approved by security holders (1)</i>	4,425,000	\$0.17	17,562,673
<i>Total</i>	4,425,000	\$0.17	17,562,673

Note

(1) The Company's stock option plan was last approved by Shareholders in June 2018, as a 10% Stock Option Rolling plan

Interest of Informed Persons in Material Transactions

For the purposes of this Circular, “informed person” means:

- a) a director or executive officer of the Company;
- b) a director or executive officer of a person or company that is itself an informed person or subsidiary of the Company;
- c) any person or company who beneficially owns, directly or indirectly, voting securities of the Company or who exercises control or direction over voting securities of the Company, or a combination of both, carrying more than 10% of the voting rights attached to all outstanding voting securities of the Company, other than voting securities held by the person or company as underwriter in the course of a distribution; and
- d) the Company if it has purchased, redeemed or otherwise acquired any of its own securities, for so long as it holds any of its securities.

GBS acquired a controlling ownership of the Company and acquired substantially all the Debt of the Company in a transaction that was announced by the Company in a press release dated January 7, 2020. Firas Al Fraih, an officer and director of GBS, subsequently joined the Board.

Indebtedness of Directors and Executive Officers

As at the date of this Circular, no director, executive officer or other senior officer of the Company, or any associate of any such director or officer is, or has been at any time since the beginning of the most recently completed financial year of the Company, indebted to the Company or any of its subsidiaries nor is, or at any time since the beginning of the most recently completed financial year of the Company has, any indebtedness of any such person being the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries.

a. Corporate Governance Disclosure

Board of Directors

Rebecca Ong, Randy Koroll, Vikas Ranjan and Firas Al Fraih are independent directors within the meaning of National Instrument 52-110. The remaining director Vishy Karamadam is not independent because he is the CEO of the Company.

The Board has responsibility for supervising and overseeing the management of the business of the Company.

Directorships

The following is a list of those directors and proposed directors who are a director of any other issuer that is a reporting issuer (or the equivalent):

Director	Reporting Issuer
Vishy Karamadam	Gravitas Financial Inc – CSE:GFI (June 2013 – Present) Prime City One Capital Corp – NEX: PMO (July 2015 – Present)

Director	Reporting Issuer
Vikas Ranjan	Gravitas Financial Inc – CSE:GFI (July 2013 – Present) All Set Capital – TSXV – KSHUM.H (March 2020 – Present) Carl data – CSE – CRL (August 2019 to Present) Must Capital – TSXV – MUST.H (July 2019 to Present)

Orientation and Continuing Education

The Board does not have any formal procedures for orienting new board members or to provide continuing education for directors.

Ethical Business Conduct

The Board believes that the fiduciary duties placed on individual directors by the Company's governing corporate legislation and the common law and the restrictions placed by applicable corporate legislation on an individual director's participation in decisions of the Board in which a director has an interest should be sufficient to ensure that the Board operates ethically and in the best interests of the Company.

Nomination of Directors

There is no committee which is assigned responsibility for identifying new candidates for the Board. There is no formal process for identifying new candidates for the Board.

Compensation

The process by which the Board determines the compensation of the Company's directors is as follows:

1. The Board has the responsibility in respect of directors' compensation. The Board conducts a periodic review of directors' compensation and compensation data for directors of reporting issuers of comparative size to the Company.
2. The Company may grant options to the directors in recognition of the time and effort that such directors devote to the Company. To date, the Company has not granted any options to the directors.
3. The compensation of the Board is described in this Circular under the heading "*Director and Named Executive Officer Compensation*".

Other Board of Directors Committees

The Board has no standing committees other than the Audit Committee.

Assessments

The Board has not established a formal policy to monitor the effectiveness of the directors, the board of directors and its committees.

MANAGEMENT CONTRACTS

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

OTHER MATTERS

Management knows of no amendment, variation or other matter to come before the Meeting, other than the matters referred to in the Notice of Meeting of Shareholders. However, if any other matter properly comes before the Meeting, the accompanying proxy will be voted on such matter in accordance with the best judgment of the person or persons voting the proxy.

ADDITIONAL INFORMATION

Additional information relating to the Company is available on SEDAR at www.sedar.com. Financial information concerning the Company is provided in the comparative financial statements for the year ended December 31, 2020 and Management Discussion & Analysis (MD&A) for that financial year. Security holders may contact the Company to request copies of the Company's financial statements and MD&A by contacting the Company at 333 Bay Street Suite 1700, Toronto, ON M5H 2R2.

Copies of the above documents will be provided free of charge to security holders of the Company. The Company may require 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. The foregoing documents are available on SEDAR at www.sedar.com.

Approval of Directors

The contents and the sending of this Circular have been approved by the directors of the Company.

DATED of this August 31, 2021 at Toronto, Ontario.

BY ORDER OF THE BOARD

(Signed) "*Vishy Karamadam*"

Vishy Karamadam
Chief Executive Officer

Exhibit "A"
AUDIT COMMITTEE CHARTER

THE MINT CORPORATION
(the "Company")

The Audit Committee is established by the Board to assist the Board in fulfilling its responsibilities for oversight of:

- a) the Company's accounting and financial reporting principles, processes and policies and internal controls over the accounting and financial reporting process and procedures, including the internal audit function,
- b) the integrity of the Company's financial statements, and
- c) the qualifications and independence of the Company's independent auditors.

The function of the Audit Committee is oversight. Management of the Company is responsible for the preparation, presentation and integrity of the Company's financial statements.

Management is responsible for maintaining appropriate accounting and financial reporting principles and policies and internal controls and procedures designed to assure compliance with accounting standards and applicable laws and regulations. The independent auditors are responsible for planning and carrying out a proper audit of the Company's annual financial statements. In fulfilling their responsibilities, it is recognized that members of the Audit Committee are not fulltime employees of the Company, and, although they meet the applicable membership requirements as defined from time to time by the listing standards of applicable exchanges are not, and do not represent themselves to be, accountants or auditors by profession or experts in the fields of accounting or auditing including in respect of auditor independence.

The Audit Committee shall be comprised of at least three directors. The composition of the Audit Committee shall satisfy the independence and experience requirements as defined from time to time applicable regulations and exchange rules; as such requirements are interpreted by the Board in its business judgment, subject in all cases to any applicable exceptions contemplated by applicable regulations and exchange rules. The Board will appoint and replace Audit Committee members.

The Audit Committee shall meet regularly, but not less frequently than quarterly. Most of the members of the Audit Committee shall constitute a quorum. The Audit Committee shall act on the affirmative vote of a majority of members present at the meeting at which a quorum is present. Without a meeting, the Audit Committee may act by unanimous written resolution of all members.

The Audit Committee should, to the extent it deems necessary or appropriate, also meet separately at least quarterly in executive sessions with management and the internal auditors to discuss any matters that the Audit Committee or any of these persons believe should be discussed privately. The Audit Committee may form and delegate authority to subcommittees when appropriate.

The Audit Committee shall recommend to the Board of Directors: (i) the external auditor to be nominated for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Company; and (ii) the compensation of the external auditor.

The Audit Committee shall be directly responsible for overseeing the work of the external auditor engaged for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the

Company, including the resolution of disagreements between management and the external auditor regarding financial reporting.

The Audit Committee shall review the Company's financial statements (including both annual and interim financial statements), management discussion and analysis and annual and interim earnings, press releases before the Company publicly discloses this information.

The independent auditor shall report directly to the Audit Committee. The Audit Committee shall be responsible for ensuring the independence of the independent auditor. The Audit Committee may request any officer or employee of the Company, the Company's outside counsel, or its independent auditors to attend a meeting of the Audit Committee or to meet with any members of, or consultants to, the Audit Committee. The Audit Committee shall have the authority to retain independent legal, accounting or other advisers, as it deems necessary, to carry out its duties.

The Audit Committee shall make regular reports to the Board on the business conducted by the committee. The Audit Committee shall:

- a) Review and reassess the adequacy of the Audit Committee Charter annually and recommend any proposed changes to the Board for approval.
- b) Review the annual audited financial statements with management and the independent auditor, including major issues regarding accounting and auditing principles and practices as well as the adequacy of internal controls that could significantly affect the Company's financial statements, and recommend to the Board whether the audited financial statements should be approved.
- c) Review and discuss with management and the independent auditor the disclosures made in management's discussion and analysis of financial condition and results of operations.
- d) Review and discuss with management and the independent auditor significant financial reporting issues and judgments made in connection with the preparation of the Company's financial statements, including any significant changes in the Company's selection or application of accounting principles, any major issues as to the adequacy of the Company's internal controls over accounting and financial reporting, the development, selection and disclosure of critical accounting estimates, and analyses of the effect of alternative assumptions, estimates or GAAP methods on the Company's financial statements.
- e) Review with management the Company's quarterly financial statements prior to filing.
- f) Meet periodically with management to review the Company's major financial risk exposures and the steps management has taken to monitor and control such exposures, including the Company's risk assessment and risk management policies.
- g) Pre-approve all non-audit services to be provided to the Company or its subsidiaries by the Company's external auditor.
- h) Evaluate the qualifications, performance and independence of the independent auditor by, among other things, ensuring that the independent auditor periodically submits to the Committee a formal written statement delineating all relationships between such auditor and the Company, including any non-audit services.

- i) Review, oversee and approve the internal audit functions including: (i) purpose, scope, authority and organizational reporting lines, (ii) annual audit plan, budget and staffing, and (iii) concurrence in the appointment, compensation and replacement of the Chief Financial Officer.
- j) Review with management and the independent auditor any correspondence with regulators or governmental agencies and any employee complaints or published reports, which raise material issues regarding the Company's financial statements or accounting policies. Establish procedures for the receipt, retention, and treatment of complaints received by the Company regarding accounting, internal accounting controls, or auditing matters, and the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters.
- k) Review with the Company's outside legal counsel legal matters that may have a material impact on the financial statements, the Company's compliance policies and any material reports or inquiries received from regulators or governmental agencies.
- l) Advise the Board with respect to the Company's policies and procedures regarding compliance with applicable laws and regulations.
- m) Evaluate the Audit Committee's performance annually and report the results to the Board.

Review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the present and former external auditor of the Company.

**Exhibit “B”
STOCK OPTION PLAN**

THE MINT CORPORATION

RECITALS:

- A. The Mint Corporation (the “Company”) is a corporation subject to the *Business Corporations Act* (Ontario).
- B. The board of directors of the Company has established a stock option plan (the “Plan”) which provides for the issuance of options to employees, officers, directors and consultants.
- C. The Board of Directors of the Company wishes to amend the Plan as set out below.

NOW THEREFORE set out below are the terms of the Plan, as amended:

1. DEFINITIONS

In this Plan, the following terms shall have the following meanings respectively:

- (a) “**Board**” has the meaning given to that term in Section 3.
- (b) “**Consultant**” means an individual (or a company or partnership of which the individual is an employee, shareholder or partner), other than an Employee or a Director, who:
 - (i) is engaged to provide, on an ongoing bona fide basis, consulting, technical, management or other services to the Company or to a subsidiary of the Company, other than services provided in relation to a distribution of securities;
 - (ii) provides the services to the Company or a subsidiary of the Company under a written contract;
 - (iii) in the reasonable opinion of the Board, spends or will spend a significant amount of time and attention on the business and affairs of the Company or a subsidiary of the Company; and
 - (iv) has a relationship with the Company or a subsidiary of the Company that enables the individual to be knowledgeable about the business and affairs of the Company.
- (c) “**Director**” means a Management Company Employee, senior officer or director of the Company or any of its subsidiaries.
- (d) “**Effective Date**” means June 20, 2018.
- (e) “**Eligible Person**” means a Director, Employee or Consultant or a Company (as defined in the policies of the Exchange) which, except in the case of a Consultant company, is wholly owned by Eligible Persons.
- (f) “**Employee**” means any of:
 - (i) an individual who is considered an employee of the Company or any of its subsidiaries under the *Income Tax Act* (Canada) (and for whom income tax, employment insurance and CPP deductions must be made at source),

- (ii) an individual who works full-time for the Company or any of its subsidiaries providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions are not made at source, or
 - (iii) an individual who works for the Company or any of its subsidiaries 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 Company over the details and methods of work as an employee of the Company, but for whom income tax deductions are not made at source.
- (g) “**Exchange**” means the TSX Venture Exchange and any stock exchange or exchanges on which the Shares are listed from time to time.
- (h) “**Expiry Date**” has the meaning given to that term in Section **Error! Reference source not found.**
- (i) “**Investor Relations Activities**” means any activities by or on behalf of the Company or any shareholder of the Company, that promote or reasonably could be expected to promote the purchase or sale of securities of the Company, but does not include:
- (i) the dissemination of information provided, or records prepared, in the ordinary course of business of the Company
 - (A) to promote the sale of products or services of the Company, or
 - (B) to raise public awareness of the Company,that cannot reasonably be considered to promote the purchase or sale of securities of the Company;
 - (ii) activities or communications necessary to comply with the requirements of
 - (A) applicable securities laws, policies or regulations, or
 - (B) the policies, rules, regulations and other requirements of the Exchange or the by-laws, rules or other regulatory instruments of any other self-regulatory body or exchange having jurisdiction over the Company;
 - (iii) 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
 - (A) the communication is only through the newspaper, magazine or publication, and
 - (B) the publisher or writer received no commission or other consideration other than for acting in the capacity of publisher or writer; or
 - (iv) activities or communications that may be otherwise specified by Exchange.

- (j) “**Management Company Employee**” means an individual employed by a person providing management services to the Company or any of its subsidiaries, which are required for the ongoing successful operation of the business enterprise of the Company, but excluding any person engaged in Investor Relations Activities.
- (k) “**Participant**” means an Eligible Person who has been granted an option.
- (l) “**person**” means an individual, corporation, incorporated association or organization, body corporate, partnership, trust, association or other entity.
- (m) “**Shares**” means common shares in the capital of the Company.

2. **PURPOSE**

The purpose of this Plan is to advance the interests of the Company by encouraging the employees, officers, directors and consultants of the Company, and of its subsidiaries, to acquire Shares, thereby increasing their proprietary interest in the Company, encouraging them to remain associated with the Company and furnishing them with additional incentive in their efforts on behalf of the Company.

3. **ADMINISTRATION**

The Plan shall be administered by the Board of Directors of the Company or by a committee of the Board of Directors given responsibility to administer the Plan (such committee or, if no such committee is appointed, the Board of Directors of the Company, is hereinafter referred to as the “**Board**”). A majority of the Board shall constitute a quorum, and the acts of a majority of the directors present at any meeting at which a quorum is present, or acts unanimously approved in writing, shall be the acts of the Board.

Subject to the provisions of this Plan, the Board shall have authority to construe and interpret this Plan and all option agreements entered into under this Plan, to define the terms used in this Plan and in all option agreements entered into under this Plan, to prescribe, amend and rescind rules and regulations relating to this Plan and to make all other determinations necessary or advisable for the administration of this Plan. All determinations and interpretations made by the Board shall be binding and conclusive on all Eligible Persons and Participants and on their legal personal representatives and beneficiaries.

Each option granted hereunder may be evidenced by an agreement in writing, signed on behalf of the Company and by the optionee, in such form as the Board shall approve. Each such agreement shall state that it is subject to the provisions of this Plan.

4. **STOCK EXCHANGE RULES**

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

5. **SHARES SUBJECT TO THE PLAN**

Subject to adjustment as provided in Section 14 hereof, the Shares to be offered under this Plan shall consist of authorized but unissued common shares in the capital of the Company.

The maximum number of Shares which may be reserved for issuance pursuant to the exercise of options under this Plan shall be ten percent (10%) of the issued Shares at the time of any option grant.

If any option granted hereunder shall expire or terminate for any reason without being exercised, the unpurchased Shares subject to that option shall again be available for options granted under this Plan.

The Company shall at all times during the term of this Plan reserve and keep available such numbers of Shares as will be sufficient to satisfy the requirements of this Plan.

6. ELIGIBILITY AND PARTICIPATION

Options shall be granted only to Eligible Persons, any registered savings plan established by an Eligible Person or any corporation wholly-owned by an Eligible Person.

For options to Management Company Employees, Consultants or Employees, the Company must represent that the optionee is a *bonafide* Management Company Employee, Consultant or Employee, as the case may be.

Subject to the terms of this Plan, the Board shall have full and final authority to determine the persons who are to be granted options under this Plan and the number of Shares subject to each option, the terms and provisions of each option agreement, and the time or times at which each option shall be granted, vested and expire.

Any Participant who is engaged in Investor Relations Activities shall report all trading in the securities of the Company to the Board, by submitting a report which details the dates of those trades, the number of securities traded and the prices at which securities were traded. This report will be delivered to the Secretary of the Company no later than ten (10) days following each such trade.

7. EXERCISE PRICE

The exercise price of the Shares subject to each option shall be determined by the Board at the time the option is granted. In no event shall such exercise price be lower than the lowest exercise price permitted by the Exchange.

Once the exercise price has been determined by the Board and the option has been granted, the exercise price of an option may be reduced upon receipt of Board approval, provided that in the case of options held by Insiders of the Company (as defined in the policies of the Exchange) at the time of the amendment, the exercise price of an option may be reduced only if disinterested shareholder approval is obtained.

8. NUMBER OF OPTIONED SHARES

The number of Shares subject to an option granted to any one Participant shall be determined by the Board, but no Participant shall be granted an option which exceeds the maximum number permitted by the Exchange. Without limiting the foregoing:

- (a) No more than 5% of the issued and outstanding Shares may be granted to any one individual in any 12 month period (unless the Company has obtained disinterested shareholder approval, as required by the Exchange).
- (b) No more than 2% of the issued and outstanding Shares may be granted under options to any one Consultant in any 12 month period.
- (c) No more than 2% of the issued and outstanding Shares may be granted under options to an Employee conducting Investor Relations Activities in any 12 month period.

- (d) The aggregate number of options granted to persons employed to provide Investor Relations Activities must not exceed 2% of the issued and outstanding Shares in any 12 month period, calculated at the date the option was granted.

9. DURATION OF OPTION

Each option shall be exercisable for the period of time fixed by the Board and shall expire at 5:00 PM (Toronto time) on the last day of that period (the “**Expiry Date**”), subject to earlier termination as provided in Sections 11 and 12. Options can be exercisable for a maximum of five years from the date of grant.

10. VESTING, CONSIDERATION AND PAYMENT

Options may be subject to such vesting restrictions as are determined by the Board in its discretion; provided that options granted to Consultants performing Investor Relations Activities must contain vesting provisions such that vesting occurs over at least 12 months with no more than 1/4th of the options vesting in any 3 month period.

Subject to any vesting restrictions, options may be exercised in whole or in part at any time and from time to time during the option period.

Except as set forth in Sections 11 and 12, no option may be exercised unless the Participant is at the time of such exercise an Eligible Person.

The exercise of any option shall be contingent upon receipt by the Company at its head office of (i) a written notice of exercise, specifying the number of Shares with respect to which the option is being exercised, and (ii) payment in cash of the full purchase price of the Shares being purchased under that notice of exercise.

11. CEASING TO BE AN ELIGIBLE PERSON

If a Participant ceases to be an Eligible Person for any reason (other than death), such Participant may exercise that Participant’s option, provided that:

- (a) such exercise must occur no later than 5:00 PM (Toronto time) on the earlier of (i) the Expiry Date, and (ii) 90 days after the Participant ceases to be an Eligible Person;
- (b) notwithstanding Section (a), if the Participant is then engaged in Investor Relations Activities, such exercise must occur no later than 5:00 PM (Toronto time) on the earlier of (i) the Expiry Date, and (ii) 30 days after the Participant ceases to be an Eligible Person; and
- (c) in either case, the option may only be exercised if and to the extent that the Participant is entitled to exercise the option on the date the Participant ceases to be an Eligible Person.

Nothing contained in this Plan, or in any option granted pursuant to this Plan, shall confer upon a Participant any right to continue as an employee, officer, director or consultant of the Company.

12. DEATH OF PARTICIPANT

Notwithstanding Section 11, in the event of the death of a Participant, the option granted to that Participant may be exercised 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:

- (a) such exercise must occur no later than 5:00 PM (Toronto time) on the earlier of (i) the Expiry Date, and (i) the first anniversary of the Participant's death; and
- (b) the option may only be exercised if and to the extent that the Participant was entitled to exercise the Option at the date of death.

13. **RIGHTS AS A SHAREHOLDER**

No person entitled to exercise any option granted under this Plan shall have any of the rights or privileges of a shareholder of the Company in respect of any Shares issuable upon exercise of such option until such Shares shall have been issued.

14. **ADJUSTMENTS**

If there is any subdivision or consolidation of the Shares into a greater or lesser number, and if this subdivision or consolidation occurs during the term of an option, then upon exercise of the option by a Participant the Company shall deliver to the Participant the number of Shares which the Participant would have held as a result of the subdivision or consolidation if on the record date thereof the Participant had been the registered holder of the number of Shares in respect of which the Participant is exercising the option.

Except as described in the preceding paragraph, if the Shares are reclassified, reorganized or otherwise changed, or the Company shall consolidate, merge or amalgamate with or into another corporation, (any such event, a "**Reorganization**"), and if this Reorganization occurs during the term of an option, then upon exercise of the option by a Participant the Company, or the corporation resulting or continuing from the Reorganization, shall deliver the number and kind of securities and/or other consideration that the Participant would have been entitled to receive as a result of the Reorganization, if on the record date of the Reorganization the Participant had been the registered holder of the number of Shares in respect of which the Participant is exercising the option.

The securities and other consideration delivered to a Participant under this Section shall be in substitution for the Shares called for delivery to the Participant under the option and the Exercise Price provided for in the option shall be the consideration for the substitute securities and other consideration.

15. **TRANSFERABILITY**

All options shall be non-assignable and non-transferable other than by will or by the laws of descent and distribution. Options shall be exercisable, during the Participant's lifetime, only by the Participant.

All option agreements and Shares issued under options shall be subject to, and legended with, such hold periods as may be applicable under applicable securities laws or the requirements of the Exchange.

16. **BLACKOUT EXTENSIONS**

The Expiry Date of an option shall be automatically extended if the Expiry Date falls within a period (a "**Blackout Period**") during which the Company prohibits Participants from exercising their options; provide that:

- (a) The Blackout Period must be formally imposed by the Company pursuant to its internal trading policies as a result of the bona fide existence of undisclosed Material Information (as that term is defined under the policies of the Exchange). For greater certainty, in the absence of the Company formally imposing a Blackout Period, the expiry date of any options will not be automatically extended in any circumstances.

- (b) The Blackout Period shall expire upon the general disclosure of the undisclosed Material Information. The Expiry Date shall be extended to 5:00 p.m. (Toronto, Ontario time) on the 10th business day which follows the expiry of the Blackout Period. For this purpose, a business day means a day which is not a Saturday, a Sunday or a date on which banks generally are closed in Toronto, Ontario.
- (c) The automatic extension of a Participant's options will not be permitted where the Participant or the Company is subject to a cease trade order (or similar order under applicable securities laws) in respect of the Company's securities.

17. TAX WITHHOLDING

To the extent the grant or exercise of an option gives rise to any tax or other statutory withholding obligation (including, without limitation, income and payroll withholding taxes imposed by any jurisdiction), prior to the delivery of the option or Shares being acquired upon the exercise of the option, as the case may be, the Company may:

- (a) require the Optionee to pay to the Company an amount, or
- (b) withhold an amount from any remuneration or consideration whatsoever payable to the Optionee,

sufficient to pay any tax or other statutory withholding obligation associated with the grant or exercise of the option, as the case may be.

18. AMENDMENT AND TERMINATION OF PLAN

Subject to applicable approval of the Exchange, the Board may, at any time, suspend or terminate this Plan. Subject to any applicable approval of the Exchange, the Board may at any time amend or revise the terms of this Plan; provided that no such amendment or revision shall result in a material adverse change to the terms of any option previously granted under this Plan.

19. NECESSARY APPROVALS

The ability of a Participant to exercise options and the obligation of the Company to issue and deliver Shares in accordance with this Plan is subject to any approvals which may be required from shareholders of the Company and any regulatory authority or stock exchange having jurisdiction over the securities of the Company. If any Shares cannot be issued to any Participant for whatever reason, the obligation of the Company to issue such Shares shall terminate and any option exercise price paid to the Company will be returned to the Participant.

20. EFFECTIVE DATE OF PLAN

This amended Plan was adopted by the Board as of the Effective Date and is subject to approval by the shareholders of the Company and the Exchange.

21. INTERPRETATION

The Plan will be governed by and construed in accordance with the laws of the Province of Ontario.

EXHIBIT "C"

FORM OF DEBT SETTLEMENT AGREEMENT

(See attached)

DEBT SETTLEMENT AGREEMENT

Made as of August 31, 2021

between

The Mint Corporation
("MIT")

and

Mobile Telecommunications Group LLC
("MTG")

and

Global Business Services for Multimedia
("GBS")

and

Mint Middle East LLC
("MME")

and

Mint Gateway for Electronic Payment Services
("MGEPS")

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DEBT SETTLEMENT AGREEMENT

This Agreement is made as of August ●, 2021

The Mint Corporation
("MIT")

and

Mobile Telecommunications Group LLC
("MTG")

and

Global Business Services for Multimedia
("GBS")

and

Mint Middle East LLC
("MME")

and

Mint Gateway for Electronic Payment Services
("MGEPS")

RECITALS

A. MIT is indebted to MTG in the amount set out in Schedule "A", and accrued and unpaid interest (the "**MTG Debt**") in respect of: (i) outstanding Series A debentures held by MTG and issued pursuant to an indenture dated December 31, 2019; and (ii) convertible, subordinated secured debentures, certain unsecured promissory notes, and certain loans payable to MTG acquired by MTG under an Assignment and Assumption Agreement between Gravitas Financial Inc., MTG, MIT, MGEPS, and Hafed Holding LLC, dated December 31, 2019 (the "**Assignment and Assumption Agreement**").

B. MIT is indebted to GBS in the amount set out in Schedule "B", (the "**GBS Debt**") in respect of a management agreement between GBS and MIT dated December 31, 2014.

C. MGEPS is indebted to MTG in the amount set out in Schedule "C", and accrued and unpaid interest (the "**MGEPS Debt**") in respect of amounts outstanding under a loan issued by Gravitas Financial Inc., which was subsequently acquired by MTG under the Assignment and Assumption Agreement.

D. MME is indebted to MIT in the amount set out in Schedule “D”, plus accrued and unpaid interest (the “**Inter-Company Debt**”) in respect of non-interest bearing inter-company transfers made by MIT to MME since its initial acquisition by MIT.

E. The parties wish to settle their respective Debt (as defined below) pursuant to the terms of this Agreement, and MIT, MTG, and GBS are prepared to accept their respective Settlement Amount (as defined below) in full and final satisfaction of their respective Debt on the terms, and conditions set out herein.

FOR VALUE RECEIVED, the parties agree as follows:

ARTICLE 1 – INTERPRETATION

Section 1.1 Definitions

In this Agreement, the following terms shall have the following meanings respectively:

- (1) “**Aggregate MTG Debt**” means the aggregate amount owed to MTG under the MTG Debt and the MGEPS Debt;
- (2) “**Agreement**” means this debt settlement agreement and all schedules attached hereto;
- (3) “**Assignment and Assumption Agreement**” shall have the meaning ascribed thereto in the recitals to this Agreement;
- (4) “**Business Day**” means a day which is not a Saturday, Sunday or a statutory holiday in the province of Ontario, Canada;
- (5) “**Closing**” means the completion of the Transaction in accordance with the terms and conditions of this Agreement;
- (6) “**Closing Date**” means the date of Closing, which will follow the satisfaction or waiver of all conditions to the obligations of the parties to consummate the Transaction (other than conditions that are satisfied with respect to actions the respective parties will take at the Closing itself), including obtaining the requisite Shareholder Approval necessary to approve the Transaction and all related matters, or such other date as the Mint Parties, MTG and GBS may mutually determine;
- (7) “**Closing Time**” means December 31, 2021 on the Closing Date, or such other time as the Mint Parties, MTG and GBS may mutually determine;
- (8) “**Debt Documents**” means the GBS Debt Documents, the MTG Debt Documents and the MGEPS Debt Documents;
- (9) “**Debt**” means the MTG Debt, the GBS Debt, the MGEPS Debt, and/or the Inter-Company Debt as the context dictates;
- (10) “**GBS**” shall have the meaning ascribed thereto on the title page to this Agreement;
- (11) “**GBS Debt**” shall have the meaning ascribed thereto in the recitals to this Agreement;

- (12) “**GBS Debt Documents**” means the documents and agreements referenced in Schedule “B” to this Agreement;
- (13) “**GBS Settlement**” has the meaning ascribed thereto in Section 2.1;
- (14) “**Inter-Company Debt**” shall have the meaning ascribed thereto in the recitals to this Agreement;
- (15) “**Inter-Company Settlement**” has the meaning ascribed thereto in Section 2.1;
- (16) “**MGEPS**” shall have the meaning ascribed thereto on the title page to this Agreement;
- (17) “**MGEPS Debt**” shall have the meaning ascribed thereto in the recitals to this Agreement;
- (18) “**MGEPS Debt Documents**” means the documents and agreements referenced in Schedule “C” to this Agreement;
- (19) “**Mint Parties**” means MIT, MGEPS and MME;
- (20) “**MIT**” shall have the meaning ascribed thereto on the title page to this Agreement;
- (21) “**MME**” shall have the meaning ascribed thereto on the title page to this Agreement;
- (22) “**MTG**” shall have the meaning ascribed thereto on the title page to this Agreement;
- (23) “**MTG Debt**” shall have the meaning ascribed thereto in the recitals to this Agreement;
- (24) “**MTG Debt Documents**” means the documents and agreements referenced in Schedule “A” to this Agreement;
- (25) “**MTG Settlement**” has the meaning ascribed thereto in Section 2.1;
- (26) “**Settlement Amount**” means the Inter-Company Settlement Amount, the MTG Settlement Amount and/or the GBS Settlement Amount as the context dictates;
- (27) “**Shareholder Approval**” means approval of the Transaction by the holders of the common shares in the capital of MIT, pursuant to “majority-minority” voting requirements of Multilateral Instrument 61-101 *Protection of Minority Security Holders in Special Transactions*; and
- (28) “**Transaction**” means the settlement of the Debts in accordance with the terms of this Agreement and the transactions contemplated in this Agreement.

Section 1.2 Currency

Unless otherwise specifically designated, all references in this Agreement to dollars or \$ are to Canadian dollars.

Section 1.3 Interpretation Not Affected by Headings, etc.

The division of this Agreement into articles, sections and other portions and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to an article, section or a schedule refers to the specified article or section of, or schedule to this Agreement.

Section 1.4 Number, etc.

Unless the subject matter or context requires the contrary, words importing the singular number only will include the plural and vice versa; words importing the use of any gender will include all genders and words importing persons will include natural persons, firms, trusts, partnerships and corporations.

Section 1.5 Date for Any Action

In the event that any date on which any action is required or permitted to be taken hereunder by any person is not a Business Day, such action will be required to be taken on the next succeeding day which is a Business Day.

Section 1.6 Statutory References

Any reference in this Agreement to a statute includes all regulations and rules made thereunder, all amendments to such statute in force from time to time and any statute, regulation or rule that supplements or supersedes such statute, regulation or rule.

ARTICLE 2 – DEBT SETTLEMENT

Section 2.1 Debt Settlement

(1) At the Closing Time, MME shall pay, or cause to be paid to MIT US\$11,000,000 in aggregate (the “**Inter-Company Settlement Amount**”), which for greater certainty shall be inclusive of all accrued and unpaid interest as of the Closing Date, in whole or in part by (a) wire transfer in immediately available funds, in accordance with the wire instructions set forth in Schedule “E” hereto and (b) payment in kind of certain assets, including without limitation, MME’s title and interest to accounts receivable, bank guarantees, books and records, contracts, goodwill, intellectual property and real property. MIT shall accept the Inter-Company Settlement Amount as full and final repayment of the Inter-Company Debt.

(2) Immediately upon MIT’s receipt of the Inter-Company Settlement Amount, MIT shall pay, or cause to be paid, from the proceeds of the Inter-Company Settlement Amount:

- (a) the aggregate amount of US\$ 7,000,000 (the “**MTG Settlement Amount**”) in aggregate, in whole or in part by (a) wire transfer payable in immediately available funds, in accordance with the wire instructions set forth in Schedule “F” hereto; and (b) payment in kind of certain assets, including without limitation, MIT’s title and interest to accounts receivable, bank guarantees, books and records, contracts,

goodwill, intellectual property and real property MTG agrees to accept the MTG Settlement Amount as full and final repayment of the Aggregate MTG Debt; and

- (b) the aggregate amount of US\$ 3,000,000 (the “**GBS Settlement Amount**”) in aggregate, in whole or in part by (a) wire transfer in immediately available funds, in accordance with the wire instructions set forth in Schedule “G” hereto; and (b) payment in kind of certain assets, including without limitation, MIT’s title and interest to accounts receivable, bank guarantees, books and records, contracts, goodwill, intellectual property and real property. GBS agrees to accept the GBS Settlement Amount as full and final repayment of the GBS Debt.

Notwithstanding the aggregate amounts of MTG Settlement Amount and the GBS Settlement Amount as between each of these entities as set out in section 2.1(2)(a) and section 2.1(2)(b), respectively, the parties agree that the allocation of these amounts for payment on the Closing Date may vary as agreed and directed by the parties.

ARTICLE 3 – DEBT EXTINGUISHMENT AND RELEASE

Section 3.1 Inter-Company Debt

(1) MIT agrees and confirms that the Inter-Company Debt will be fully and finally satisfied and extinguished immediately upon receipt by MIT of the Inter-Company Settlement Amount from MME (the “**Inter-Company Settlement Time**”).

(2) Effective upon the occurrence of the Inter-Company Settlement Time, MIT, for itself and MIT’s successors and assigns, releases and forever fully discharges MME, MME’s successors and assigns, shareholders, predecessors, agents, directors, partners, officers, employees, representatives, parent companies, subsidiaries or divisions, and all persons acting by, through, under or in concert with any of them, or any of them, from and against any and all claims, actions, obligations, and damages whatsoever which MIT may have or ever had against any of them relating to the Inter-Company Debt. This release will be effective without the delivery of any further release or other documents by MIT to MME.

Section 3.2 Aggregate MTG Debt

(1) MTG agrees and confirms that the Aggregate MTG Debt will be fully and finally satisfied and extinguished immediately upon receipt by MTG of the MTG Settlement Amount from MIT (the “**MTG Settlement Time**”).

(2) Effective upon the occurrence of the MTG Settlement Time MTG, for itself and MTG’s successors and assigns, releases and forever fully discharges each of MIT and MGEPS and their respective successors and assigns, shareholders, predecessors, agents, directors, partners, officers, employees, representatives, parent companies, subsidiaries or divisions, and all persons acting by, through, under or in concert with any of them, or any of them, from and against any and all claims, actions, obligations, and damages whatsoever which MTG may have or ever had against any of them relating to the Aggregate MTG Debt. This release will be effective without the delivery of any further release or other documents by MTG to MIT and MGEPS.

Section 3.3 GBS Debt

- (1) GBS agrees and confirms that the GBS Debt will be fully and finally satisfied and extinguished immediately upon receipt by GBS of the GBS Settlement Amount from MIT (the “**GBS Settlement Time**”).
- (2) Effective upon the occurrence of the GBS Settlement Time, GBS, for itself and GBS’s successors and assigns, releases and forever fully discharges MIT, MIT’s successors and assigns, shareholders, predecessors, agents, directors, partners, officers, employees, representatives, parent companies, subsidiaries or divisions, and all persons acting by, through, under or in concert with any of them, or any of them, from and against any and all claims, actions, obligations, and damages whatsoever which GBS may have or ever had against any of them relating to the GBS Debt. This release will be effective without the delivery of any further release or other documents by GBS to MIT.

ARTICLE 4 – REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of MTG and GBS

MTG and GBS (except if the representation is explicitly applicable to either MTG or GBS only) severally, and not jointly, represent and warrant to the Mint Parties (and each MTG and GBS acknowledge that each Mint Party is relying upon such representations and warranties) that:

- (1) it has the full power, right, capacity and authority to execute this Agreement and perform its obligations hereunder, including but not limited to settling its respective debt through the receipt of its respective Settlement;
- (2) this Agreement has been duly authorized, executed and delivered by it, and, assuming the due authorization, execution and delivery by the other parties, this Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to laws of general application and bankruptcy, insolvency and other similar laws affecting creditors’ rights generally and general principles of equity;
- (3) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization and has all approvals necessary to execute and deliver this Agreement and to perform its obligations hereunder;
- (4) the execution and delivery of this Agreement and the Transaction contemplated herein does not and will not result in a violation or breach of, or constitute a default under, or conflict with, any of the terms and provisions of any law, regulation, order or ruling applicable, or of any agreement, contract or indenture, written or oral, to which it is or may be a party or by which it is or may be bound, or, its constating documents or any resolutions of its directors or shareholders;
- (5) the applicable release contained in Article 3 of this Agreement is fully enforceable by MIT against it;
- (6) MTG is the sole beneficial owner of the Aggregate MTG Debt, including any accrued and unpaid interest and any other amount that MTG is entitled to claim in respect of the Aggregate MTG Debt pursuant to the MTG Debt Documents, or otherwise, and for further certainty, MTG

has not sold, assigned, charged, hypothecated, encumbered or otherwise transferred or disposed of the Aggregate MTG Debt (or any part thereof), or an rights therein or thereto, to any other person or party; and

(7) GBS is sole beneficial owner of the GBS Debt, including any accrued and unpaid interest and any other amount that GBS is entitled to claim in respect of the GBS Debt pursuant to the GBS Debt Documents, or otherwise, and for further certainty, GBS has not sold, assigned, charged, hypothecated, encumbered or otherwise transferred or disposed of the GBS Debt (or any part thereof), or an rights therein or thereto, to any other person or party.

Section 4.2 Representations and Warranties of the Mint Parties

Each Mint Party (except if the representation is explicitly applicable to MIT only) jointly and severally represents and warrants to GBS and MTG (and each Mint Party acknowledges that each GBS and MTG are relying upon such representations and warranties) that:

(1) it has the full power, right, capacity and authority to execute this Agreement and perform its obligations hereunder;

(2) this Agreement has been duly authorized, executed and delivered by it, and, assuming the due authorization, execution and delivery by the other parties, this Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to laws of general application and bankruptcy, insolvency and other similar laws affecting creditors' rights generally and general principles of equity;

(3) the entering into of this Agreement and the Transaction contemplated herein does not and will not result in a violation or breach of, or constitute a default under, or conflict with, any of the terms and provisions of any law, regulation, order or ruling applicable, or of any agreement, contract or indenture, written or oral, to which it is or may be a party or by which it is or may be bound, or, its's constating documents or any resolutions of its directors or shareholders;

(4) MIT has not sold, assigned, charged, hypothecated, encumbered or otherwise transferred or disposed of the Inter-Company Debt (or any part thereof), or an rights therein or thereto, to any other person or party; and

(5) the release contained in Section 3.1 of this Agreement is fully enforceable by MME against Mint.

ARTICLE 5 – COVENANTS

Section 5.1 MTG and GBS Covenants and Agreements

Subject to, and in consideration of, the matters set forth in Section 5.2, as long as this Agreement has not expired or been terminated in accordance with the terms hereof, MTG and GBS (severally and not jointly) hereby acknowledge, covenant and agree:

(1) not to, directly or indirectly, from the date hereof to the date this Agreement is terminated, sell, assign, lend, pledge, hypothecate, dispose or otherwise transfer any of its Debt or any rights or interests therein (or permit any of the foregoing with respect to any of its Debt) or enter into any

agreement, arrangement or understanding in connection therewith except with the prior written consent of MIT;

(2) to act in good faith and take all commercially reasonable actions that are reasonably necessary or appropriate to promptly consummate the Transaction in accordance with the terms and conditions set forth herein and use its reasonable best efforts to support, including, without limitation, obtaining appropriate board approvals and executing such documents as required under Canadian and UAE law in order to effect the extinguishment and release of any security in respect of the MTG Debt and the GBS Debt, respectively;

(3) not to take any action that is inconsistent, in any material respect, with its obligations under this Agreement or that would frustrate, hinder or delay the consummation of the Transaction; provided that nothing in this Agreement shall restrict, limit, prohibit, or preclude, in any manner not inconsistent with its obligations under this Agreement, either GBS or MTG from:

- (a) enforcing any rights under this Agreement, including any consent or approval rights set forth herein; or
- (b) contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement, or exercising any rights or remedies reserved herein;

(4) to, until termination or expiration of this Agreement, forbear from exercising any rights or remedies in connection with any events of default that now exist or may in future arise under the Debt Documents which it is party to, and shall take such steps as are necessary to stop any current or pending enforcement efforts in relation thereto;

(5) to allow MIT to disclose the existence and factual details of this Agreement with respect to any public disclosure, including, without limitation, press releases, and the filing of this Agreement on SEDAR pursuant to Canadian securities law; and

(6) to recommend to any shareholder entitled to vote on the Transaction at a meeting of the shareholders of MIT that they vote to approve the Transaction.

Section 5.2 Mint Parties' Covenants and Agreements

Subject to, and in consideration of, the matters set forth in Section 5.1, as long as this Agreement has not expired or been terminated in accordance with the terms hereof, the Mint Parties (jointly and severally) hereby acknowledge, covenant and agree:

(1) to pursue the completion of the Transaction in good faith, and not to take any action that is inconsistent with the terms of this Agreement or that it would be prohibited from doing directly or indirectly under this Agreement;

(2) to recommend to any shareholder entitled to vote on the Transaction at a meeting of the shareholders of MIT that they vote to approve the Transaction and to take all reasonable actions necessary to obtain Shareholder Approval and any regulatory approvals for the Transaction;

(3) to promptly notify MTG and GBS of any claims threatened or brought against it which may impede or delay the consummation of the Transaction;

(4) to promptly notify the MTG and GBS of any event, condition, or development that has resulted in the inaccuracy or breach of any representation or warranty, covenant or agreement contained in this Agreement made by or to be complied with by any Mint Party in any material respect; and

(5) to take all steps reasonably in the control of the Mint Parties to be in compliance with all applicable securities laws in Canada and the United Arab Emirates, including by filing all other continuous disclosure that is required to be filed under applicable securities laws in Canada in respect of the Transaction.

Section 5.3 Mint Covenants and Agreements

In addition to the covenants and agreements set forth in Section 5.2, as long as this Agreement has not expired or been terminated in accordance with the terms hereof, MIT hereby acknowledges, covenants and agrees not to, directly or indirectly, from the date hereof to the date this Agreement is terminated, sell, assign, lend, pledge, hypothecate, dispose or otherwise transfer any of the Inter-Company Debt or any rights or interests therein (or permit any of the foregoing with respect to any of the Inter-Company Debt) or enter into any agreement, arrangement or understanding in connection therewith except with the prior written consent of GBS and MTG.

ARTICLE 6– CLOSING CONDITIONS

Section 6.1 Closing Conditions for the benefit of MTG and GBS

The obligations of MTG and GBS to complete the Transaction are subject to the fulfillment or waiver of the following condition on or before the Closing Time:

- (1) each Mint Party shall have executed this Agreement;
- (2) all required approvals and consents for the Transaction, this Agreement and all related matters shall have been obtained or made, as applicable, including without limitation:
 - (a) approval of the transaction by the TSX-V, subject to the usual requirements of the TSX-V in respect of transactions of the nature of the Transaction as contemplated herein;
 - (b) Shareholder Approval of the Mint Parties; and
 - (c) any conditions precedent as required pursuant to the laws of the United Arab Emirates in connection with the Transaction, including any applicable regulatory approval and third party consents;
- (3) the representations and warranties of each Mint Party set forth in this Agreement shall continue to be true and correct in all material respects at and as of the date hereof and at and as of the Closing Date (except to the extent such representations and warranties are by their term given as of a specified date, in which case such representations and warranties shall be true and correct in all material respects as of such date), except as such representations and warranties may be affected by the occurrence of events or transactions contemplated and permitted by this Agreement;

- (4) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Mint Parties at or before the Closing Time will have been complied with or performed;
- (5) all actions taken by the Mint Parties in furtherance of the Transaction shall be consistent in all material respects with this Agreement; and
- (6) there being no prohibition at law against the consummation of the Transaction.

Section 6.2 Closing Conditions for the benefit of the Mint Parties

The obligations of the Mint Parties to complete the Transaction are subject to the fulfillment or waiver of the following condition on or before the Closing Time:

- (1) MTG and GBS shall have executed this Agreement;
- (2) all required approvals and consents for the Transaction, this Agreement and all related matters shall have been obtained or made, as applicable, including without limitation:
 - (a) approval of the transaction by the TSX-V, subject to the usual requirements of the TSX-V in respect of transactions of the nature of the Transaction as contemplated herein;
 - (b) Shareholder Approval of the Mint parties; and
 - (c) any conditions precedent as required pursuant to the laws of the United Arab Emirates in connection with the Transaction, including any applicable regulatory approval and third party consents;
- (3) the representations and warranties of each MTG and GBS set forth in this Agreement shall continue to be true and correct in all material respects at and as of the date hereof and at and as of the Closing Date (except to the extent such representations and warranties are by their term given as of a specified date, in which case such representations and warranties shall be true and correct in all material respects as of such date), except as such representations and warranties may be affected by the occurrence of events or transactions contemplated and permitted by this Agreement [and a certificate of a senior officer of MTG and GBS to this effect will have been delivered to the Company];
- (4) all of the terms, covenants and conditions of this Agreement to be complied with or performed by MTG and GBS at or before the Closing Time will have been complied with or performed [and a certificate of a senior officer of MTG and GBS to this effect will have been delivered to the Company];
- (5) all actions taken by the MTG and GBS in furtherance of the Transaction shall be consistent in all material respects with this Agreement; and
- (6) there being no prohibition at law against the consummation of the Transaction.

ARTICLE 7 – GENERAL PROVISIONS

Section 7.1 Time of Essence

Time is of the essence of this Agreement and of each of its provisions.

Section 7.2 Termination

This Agreement may be terminated as follows:

- (1) by the parties if the parties hereto agree in writing to so terminate it;
- (2) by either MTG, GBS or the Mint Parties should any applicable regulatory authority having appropriate jurisdiction indicate to either party that it will not permit the Transaction to proceed.

Section 7.3 Further Assurances

Each party will, upon request but without further consideration, from time to time promptly execute and deliver all further documents and take all further action necessary or appropriate to give effect to and perform the provisions and intent of this Agreement and to complete the transactions contemplated herein.

Section 7.4 Entire Agreement

The provisions herein contained constitute the entire agreement between the parties and supersede all previous understandings, communications, representations and agreements, whether written or verbal, between the parties with respect to the subject matter of this Agreement.

Section 7.5 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Section 7.6 Notices

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be sufficiently given or made by delivery or by e-mail or similar electronic transmission (receipt confirmed) to the respective parties as follows:

If to MTG and GBS:

42567, Abu Dhabi UAE

Attention: Firas Al Fraih
Email: firas@gbs.ae

With a copy to:

Attention: Abdulrazzaq Al Abdullah
Email: alrazzak@gbs.ae

If to MIT, MME and MGEPS: The Mint Corporation
333 Bay Street, Suite 1700
Toronto, Ontario
M5H 2R2

Attention: Vishy Karamadam
Email: vishy@themintcorp.com

With a copy to: McMillan LLP
181 Bay Street, Suite 4400
Toronto, Ontario
M5J 2T3

Attention: Raj Dewan
Email: raj.dewan@mcmillan.ca

Section 7.7 Counterparts

This Agreement may be executed in any number of counterparts with the same effect as if all the parties to this Agreement had signed the same document and all counterparts will be construed together and constitute one and the same instrument. A facsimile or e-mail copy of this Agreement executed by all parties hereto in counterpart or otherwise will be deemed to be a valid and binding agreement and accepted as an original Agreement.

Section 7.8 Binding Effect

This Agreement shall enure to the benefit of and be binding upon each of the parties and their respective heirs, executors, administrators, successors and assigns, as the case may be.

[Signature Page Follows]

The parties have executed this Agreement.

THE MINT CORPORATION

By: _____

Name: Vishy Karamadan

Title: Chairman and CEO

MINT MIDDLE EAST LLC

By: _____

Name: Firas Al Fraih

Title: ●

**MINT GATEWAY FOR ELECTRONIC
PAYMENT SERVICES**

By: _____

Name: Firas Al Fraih

Title: ●

**GLOBAL BUSINESS SERVICES FOR
MULTIMEDIA**

By: _____

Name: Firas Al Fraih

Title: ●

**MOBILE TELECOMMUNICATIONS
GROUP LLC**

By: _____

Name: Shady Mohammad Taha

Title: ●

SCHEDULE "A"

Description	Date	Principal Amount (\$CDN)
<p>Series A debentures plus all accrued and unpaid interest pursuant to:</p> <ul style="list-style-type: none"> • an amended and restated trust indenture between Computershare Trust Company of Canada, Mint, Mint Middle East LLC, and Mint Capital LLC, dated May 31, 2018, as amended on December 19, 2019; and • a securities purchase agreement between Global Business Services for Multimedia, Mobile Telecommunication Group LLC, and The Mint Corporation. 	December 31, 2019	<p>\$21,112,170 as at June 30, 2021</p> <p>(Non-current portion \$18,616,295)</p>
<p>Assignment and Assumption between Gravitas Financial Inc., Mobile Telecommunication Group LLC, The Mint Corporation, Mint Gateway for Electronic Payment Services LLC, Hafed Holding LLC, whereby Mobile Telecommunication Group LLC, acquired certain debts from Gravitas Financial Inc., owed by The Mint Corporation, including:</p>	December 31, 2019	See below
<ul style="list-style-type: none"> • Unsecured debentures (acquired from Gravitas as at June 30, 2021); 	-	\$2,417,049
<ul style="list-style-type: none"> • a Promissory Note payable to Mobile Telecommunication Group LLC: <ul style="list-style-type: none"> • 2014 note - \$226,800 principal, 5% interest; and • 2017 note - \$188,808 principal, 5% interest. 	-	\$525,923
<ul style="list-style-type: none"> • Loans payable to MTG: <ul style="list-style-type: none"> • 2015 subordinated secured loan – \$500,000 principal, 4.5% interest; and • Unsecured loan - \$2,436,500, 0% interest. 	-	\$3,071,993
<ul style="list-style-type: none"> • Unsecured, interest-free term loan borrowed as of December 31, 2020, matured January 1, 2021 and now payable 	-	\$790,437
Total		\$27,127,135

SCHEDULE "B"

Description	Date	Principal Amount (\$CDN)
Management agreement between Global Business Services for Multimedia and the Mint Corporation.	December 31, 2014	\$424,999
Total		\$424,999

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SCHEDULE "C"

Description	Date	Amount of Debt (\$CDN)
Assignment and Assumption Agreement dated December 31, 2019 between Gravitas Financial Inc., Mobile Telecommunication Group LLC, The Mint Corporation, Mint Gateway for Electronic Payment Services LLC, Hafed Holding LLC, whereby Mobile Telecommunication Group LLC, acquired certain debts from Gravitas Financial Inc., owed by Mint Gateway for Electronic Payment Services LLC, including:	December 31, 2019	See below
<ul style="list-style-type: none"> • Amended Loan Agreement between Gravitas Financial Inc. and Mint Gateway for Electronic Payment Services LLC dated December 31, 2017 and accrued and unpaid interest. 	December 31, 2017	Principal: [\$6,513,030.50] [NTD: interest to be added]
Total		[\$6,513,030.50]

SCHEDULE "D"

Description	Date	Amount of Debt (\$CDN)
Non-interest bearing inter-company transfers	-	[\$42,000,000]
Total		[\$42,000,000]

SCHEDULE "E"

See attached.

SCHEDULE "F"

See attached.

SCHEDULE "G"

See attached.