

VENZEE TECHNOLOGIES INC.

INSIDER TRADING POLICY

I. INTRODUCTION

Securities and corporate law prohibits directors, officers and employees and any person in a special relationship with Venzee Technologies Inc. (“**Venzee**”) and its subsidiaries from buying or selling securities of Venzee while having material information that has not yet been made public. These laws also prohibit such information from being passed on to others (including to a spouse, relative or friend). Also, certain directors and officers of Venzee and its subsidiaries are subject to reporting obligations under Canadian securities laws. Violation of these laws could result in prosecution and termination of Venzee’s association with the offending person and could seriously affect Venzee.

The purpose of this Insider Trading Policy (the “**Policy**”) is to safeguard against violations of such laws. This Policy is also intended to ensure that the directors, officers, employees and persons in a special relationship with Venzee act, and are perceived to act, in accordance with applicable laws and the highest standards of ethical and business conduct.

This Policy and any revisions to it must be approved by Venzee’s Board of Directors and Audit Committee.

II. APPLICATION

A. Persons Covered by the Policy

The restrictions on trading and informing others in Part A of this Policy apply to all directors, officers and employees of Venzee or a subsidiary of Venzee. The reporting rules in Part B of this Policy apply only to “Reporting Insiders”, which is defined below.

Each person to whom this Policy applies is individually responsible for complying with it (as well as the securities laws applicable to their region), regardless of whether Venzee has prohibited trading by that person or any other persons.

B. Definitions

For the purposes of this Policy:

1. “**Acquisition Target**” means a public company or entity (i) of which Venzee proposes to acquire outstanding shares or equity interests or a substantial portion of its assets or (ii) with which Venzee proposes to enter into a reorganization, amalgamation, merger, arrangement or similar business combination.
2. “**Confidential Material Information**” means Material Information about Venzee or another company or entity that has not been generally disclosed.
3. “**Material Information**” means information respecting a company or entity that, if disclosed, would reasonably be expected to have a significant effect on the market price or value of the company’s or entity’s securities. Material Information consists of both material facts and material changes relating to the activities of the company or entity and its subsidiaries, as well as their businesses and affairs. Examples of the types of events or information that may be material are set out in **Schedule A** to this Policy.

4. **“Related Financial Instrument”** means:

- (a) an instrument, agreement, security or exchange contract, the value, market price or payment obligations of which are derived from, referenced to or based on the value, market price or payment obligations of Venzee’s securities;
- (b) any other instrument, agreement or understanding that affects, directly or indirectly, a person’s economic interest in Venzee’s securities; and
- (c) any agreement, arrangement or understanding that affects the extent to which the person’s economic or financial interests are aligned with those of Venzee.

5. **“Reporting Insider”** means:

- (a) the chief executive officer, chief financial officer, or chief operating officer of the reporting issuer, of a Significant Shareholder of the reporting issuer or of a major subsidiary of the reporting issuer;
- (b) a director of the reporting issuer, of a Significant Shareholder of the reporting issuer or of a major subsidiary of the reporting issuer;
- (c) a person or company responsible for a principal business unit, division or function of the reporting issuer;
- (d) a Significant Shareholder of the reporting issuer;
- (e) a management company that provides significant management or administrative services to the reporting issuer or a major subsidiary of the reporting issuer, every director of the management company, every chief executive officer, chief financial officer, chief technology officer or chief operating officer of the management company, and every significant shareholder of the management company;
- (f) an individual performing functions similar to the functions performed by any of the insiders described in paragraphs (a) to (e);
- (g) the reporting issuer itself, if it has purchased, redeemed or otherwise acquired a security of its own issue, for so long as it continues to hold that security; or
- (h) any other insider that:
 - (i) in the ordinary course receives or has access to information as to any material facts or material changes concerning the reporting issuer before the material facts or material changes are generally disclosed; and
 - (ii) directly or indirectly exercises, or has the ability to exercise, significant power or influence over the business, operations, capital or development of the reporting issuer.

6. “**Significant Shareholder**” means a person or company that has beneficial ownership of, or control or direction over, whether direct or indirect, or a combination of beneficial ownership of, and control or direction over, whether direct or indirect, securities of Venzee carrying more than 10 per cent of the voting rights attached to all Venzee’s outstanding voting securities, excluding, for the purpose of the calculation of the percentage held, any securities held by the person or company as underwriter in the course of a distribution.

III. ENFORCEMENT OF POLICY

Venzee will remind directors, officers and employees of the provisions of this Policy and its importance not less than once every quarter (typically, in connection with a notice of the end of a blackout period). Violations of this Policy can be a violation of securities laws and may cause serious negative consequences to Venzee. If Venzee discovers a violation of securities laws, it may refer the matter to the appropriate regulatory authorities. In addition, disciplinary action may be brought against anyone who violates this Policy, which could result in termination of employment or position.

Under applicable securities laws, the penalties for illegal insider trading and tipping are severe and include:

- (a) a fine of up to three times the profit made or \$5,000,000 (whichever is greater), or imprisonment for up to five years less one day, or both;
- (b) civil liability for damages caused to the person to whom the securities were sold or from whom the securities were purchased;
- (c) civil liability for damages suffered by a person who sold securities to, or purchased securities from, someone who traded with knowledge of Confidential Material Information, learned, directly or indirectly, from the individual who disclosed the Confidential Material Information; or
- (d) an obligation to account to Venzee for any benefit or advantage received or receivable in connection with the prohibited action.

Illegal insider tipping and trading is also prohibited under applicable criminal laws. Penalties under the Criminal Code include a term of imprisonment for up to ten years.

Late filing of insider reports gives rise to penalties in Ontario, Manitoba, British Columbia and Quebec. Fees for late filing of insider reports vary from jurisdiction to jurisdiction, and currently can be as high as \$100 for each calendar day that the insider report is late subject to a maximum of \$5,000 within any one year. Reporting Insiders are reminded that they remain personally responsible for the timely disclosure of their trading activities. Any assistance offered by the Chief Financial Officer in no way reduces the obligations imposed on them by applicable insider trading laws.

IV. CERTIFICATION REGARDING COMPLIANCE AND TRAINING

All directors, officers and employees of Venzee shall provide, upon request, certification of compliance with this Policy. The Chief Executive Officer of Venzee shall be responsible for ensuring that certifications are obtained from time to time and at least once on a yearly basis, as the Chief Executive Officer determines to be necessary, for all directors, officers and specified employees and for providing written confirmation to the Board, upon the request of the Board, that such certifications have been

obtained and summarizing the results thereof. All directors, officers and employees and shall participate from time to time and at least once on a yearly basis, as the Chief Executive Officer determines to be necessary, in a training session to help ensure that they understand the terms of this Policy.

Questions regarding this Policy should be directed to Venzee's Chief Executive Officer and/or Chief Financial Officer.

Last updated: ●, 2017.

PART A
RESTRICTIONS ON TRADING AND INFORMING OTHERS

**APPLICABLE TO ALL DIRECTORS, OFFICERS AND EMPLOYEES OF Venzee OR ITS
SUBSIDIARIES**

I. RULES

Under applicable securities laws, directors, officers and employees of Venzee and its subsidiaries are in a “special relationship” with Venzee and, as a result, are prohibited from purchasing or selling shares or other securities of Venzee (including exercises of stock options where the underlying shares are sold) while in possession of Confidential Material Information. Passing on such information to a third party (known as “tipping”), other than in the necessary course of business, is also prohibited.

Accordingly, rules A1 and A2 provide as follows:

A1. ***No trading while in possession of Confidential Material Information*** – Anyone having knowledge of Confidential Material Information respecting:

- (a) Venzee is prohibited from trading in Venzee’s securities; or
- (b) any public company or entity, if it is an Acquisition Target or if the Confidential Material Information was obtained through Venzee’s business discussions, is prohibited from trading in that public company’s or entity’s securities

until after the close of business on the second business day following the day the Material Information has been disclosed to the public. If in doubt, the cautious approach is not to trade. Directors, officers and employees are often in positions of perceived and actual trust, and any trading by them, even if not technically illegal, can have a negative impact on the market and on corporate relations.

A2. ***No tipping of Confidential Material Information to anyone*** – Anyone having knowledge of Confidential Material Information respecting:

- (a) Venzee; or
- (b) any public company or entity, if it is an Acquisition Target or if the Confidential Material Information was obtained through Venzee’s business discussions,

is prohibited from informing anyone (including spouses, relatives and friends) of such Confidential Material Information, except in the necessary course of business, until after the close of business on the second business day following the day the Material Information has been disclosed to the public. Examples of the kinds of disclosure that may be considered to be in the necessary course of business are set out in **Schedule B** to this Policy.

For purposes of the above rule A2, “anyone” includes a spouse, children, parents, siblings and other relatives and friends. This restriction is necessary in order to protect Venzee from inadvertent leaks of Confidential Material Information and to protect the disclosing individual, as well as such persons, from violating securities law. The Toronto Stock Exchange uses sophisticated electronic surveillance techniques to uncover insider trading.

- A3. ***No short-term speculative trading in Venzee's securities*** – Frequent trading may create a perception that directors, officers or employees are using their access to information that is not available to public investors to profit personally. Persons subject to rules A1 or A2 should not make frequent “in and out” trades (a buy following a sell or a sell following a buy) in the same or equivalent security within a short period of time. However, this rule does not apply to the sale of Venzee’s securities shortly after they were acquired pursuant to the exercise of stock options or other convertible securities granted under Venzee’s Equity Incentive Plan (the “**Equity Incentive Plan**”).
- A4. ***No short sales of Venzee's securities*** – The sale of Venzee’s securities that are not owned or fully paid for at the time of sale is prohibited. However, this rule does not apply to directors, officers or employees where the sale occurs in connection with the exercise of a stock option granted under the Equity Incentive Plan and the number of securities acquired on such exercise equals or exceeds the number of securities sold.
- A5. ***Prohibitions on “calls” and “puts” of Venzee's securities*** – The sale of a “call” on Venzee’s securities (i.e. giving someone else the right to buy Venzee's securities at a pre-established price on a later date) and the buying of a “put” on Venzee’s securities (i.e. acquiring the right to sell securities of Venzee to someone else at a pre-established price on a later date) is prohibited.
- A6. ***Prohibition on holding Venzee's securities in margin accounts*** – Securities held in a margin account with a broker may be sold without the account-holder’s consent in the event of a margin call. To avoid any risk that a margin call results in the sale of Venzee’s securities at a time when an individual has knowledge of Confidential Material Information or is otherwise prohibited from trading, Venzee’s securities may not be purchased on margin or held in a margin account with a broker.
- A7. ***No fraudulent trading or market manipulation respecting Venzee's securities*** – It is prohibited to directly or indirectly engage or participate in any act, transaction, trading method or other practice, or course of conduct, that an individual knows or ought reasonably to know (i) results in or contributes to a misleading appearance of trading activity in, or on an artificial price for, Venzee’s securities; or (ii) perpetrates a fraud on any person or company.
- A8. ***Blackout periods*** – Trading is prohibited in the following regularly scheduled “blackout” periods:
- (a) during the period commencing with the first day of each new quarter and ending two business days after the release of the previous quarter’s financial results;
 - (b) during the period commencing on the first day following the fiscal year-end and ending two business days after annual financial results are released; and
 - (c) after the receipt of a notice from Venzee’s Chief Executive Officer or Chief Financial Officer of an instruction not to trade until further notice is given.

Trading outside the above described blackout periods should not be considered a “safe harbour” although the safest period for trading in Venzee’s securities, assuming the absence of Confidential Material Information, is generally the first ten (10) trading days following the end of such blackout periods.

II. GENERAL

1. Employees, officers and directors are required to consult Venzee's Chief Financial Officer or a designate of the Chief Financial Officer if they are unsure whether they may trade in a given circumstance. Any approval granted for a proposed trade will be valid for a period of five (5) business days unless revoked prior to that time. Attached as **Schedule C** to this Policy is a suggested form of notification to be used in situations where an employee is unsure whether they may trade. Employees are reminded that, notwithstanding the approval of any such trade, the ultimate responsibility for complying with this Policy and applicable laws and regulations rests with the individual.
2. Individuals should not discuss investments in Venzee with people outside of Venzee other than in the necessary course of business.
3. Where Confidential Material Information is disclosed in the necessary course of business, care should be taken to ensure that the recipient understands and accepts their obligations under securities laws respecting prohibitions on trading or tipping while in possession of such Confidential Material Information. This can be done by having the recipient acknowledge that they will comply with securities laws respecting insider trading and by putting a provision to that effect in the confidentiality agreement that such recipient has entered into with Venzee or a subsidiary of Venzee.
4. Even if a director, officer or employee ceases to hold any position with Venzee or a subsidiary of Venzee, under Canadian securities laws such an individual continues to be subject to the prohibitions in rules A1 and A2. Venzee recommends that the person should consult with the Chief Financial Officer if that person is unclear as to whether he or she remains in possession of Confidential Material Information.

**PART B
INSIDER REPORTING**

APPLICABLE TO ALL REPORTING INSIDERS

I. RULES

- B1. ***Approvals for trades in Venzee's securities and derivatives*** – Reporting Insiders must not trade Venzee's securities or acquire, dispose of, enter into, modify or terminate a Related Financial Instrument without the prior approval of the Chief Financial Officer or a designate of the Chief Financial Officer. The Chief Financial Officer may not trade Venzee securities or acquire, dispose of, enter into, modify or terminate a Related Financial Instrument without the prior approval of the CEO. Any approval granted for a proposed trade will be valid for a period of five (5) business days unless revoked prior to that time. Attached as **Schedule C** to this Policy is a suggested form of notification to be used in connection with a proposed purchase, sale or other transaction in Venzee's securities, as described above. Reporting Insiders are reminded that, notwithstanding the approval of any such trade, the ultimate responsibility for complying with this Policy and applicable laws and regulations rests with the individual.
- B2. ***Filing of initial reports*** – An individual who becomes a Reporting Insider must file an insider profile and an initial insider report within 10 calendar days of becoming a Reporting Insider. The Chief Financial Officer or his/her designate will attend to the filing of the insider profile and initial insider report if requested to do so by the Reporting Insider. Reporting Insiders who file their own reports are asked to promptly provide a copy of such reports to the Chief Financial Officer in order that Venzee's records may be updated.
- B3. ***Filing of subsequent reports*** – Reporting Insiders must file:
- (a) an insider report to reflect any change in beneficial ownership of, or control or direction over, whether direct or indirect, Venzee's securities or any change in an interest in, or right or obligation associated with, a Related Financial Instrument, within five calendar days of such change; and
 - (b) an amended insider profile to reflect any change in the information contained in the Reporting Insider's most recent insider profile, prior to filing their next insider report or, in the case of a change to the Reporting Insider's relationship to Venzee, within ten calendar days of such change.

II. GENERAL

The Chief Financial Officer (or his/her designate) will file insider reports on a Reporting Insider's behalf if requested to do so, and if prompt notification of the trade details are provided to his/her office. Reporting Insiders who file their own reports are asked to promptly provide a copy of such reports to the Chief Financial Officer in order that Venzee's records may be updated.

SCHEDULE A

INFORMATION THAT MAY BE MATERIAL

The following are examples of the types of events or information that may be material. Most of these examples are taken from National Policy 51-201 – *Disclosure Standards*, which is a policy of each of the securities regulators in Canada. This list is not exhaustive and is not a substitute for parties exercising their own judgement in making materiality determinations.

Changes in Corporate Structure

- changes in share ownership that may affect control of the company
- major reorganizations, amalgamations, or mergers
- take-over bids, issuer bids, or insider bids

Changes in Capital Structure

- the public or private sale of additional securities
- planned repurchases or redemptions of securities
- planned splits of common shares or offerings of warrants or rights to buy shares
- any share consolidation, share exchange, or stock dividend
- changes in a company's dividend payments or policies
- the possible initiation of a proxy fight
- material modifications to rights of security holders

Changes in Financial Results

- a significant increase or decrease in near-term earnings prospects
- unexpected changes in the financial results for any periods
- shifts in financial circumstances, such as cash flow reductions, major asset write-offs or write-downs
- changes in the value or composition of the company's assets
- any material change in the company's accounting policy
- changes in any financial metric that would indicate a significant change in the Company's future prospects

Changes in Business and Operations

- any development that affects the company's resources, technology, products or markets
- a significant change in capital investment plans or corporate objectives
- major labour disputes or disputes with major contractors or suppliers

- significant new contracts, products, patents, or services or significant losses of contracts or business
- significant discoveries by resource companies
- changes to the board of directors or executive management, including the departure of the company's Chief Executive Officer, Chief Financial Officer, Chief Technology Officer, Chief Operations Officer or president (or persons in equivalent positions)
- the commencement of, or developments in, material legal proceedings or regulatory matters
- waivers of corporate ethics and conduct rules for officers, directors, and other key employees
- any notice that reliance on a prior audit is no longer permissible
- de-listing of the company's securities or their movement from one quotation system or exchange to another

Acquisitions and Dispositions

- significant acquisitions or dispositions of assets, property or joint venture interests
- acquisitions of other companies, including a take-over bid for, or merger with, another company

Changes in Credit Arrangements

- the borrowing or lending of a significant amount of money
- any mortgaging or encumbering of the company's assets
- defaults under debt obligations, agreements to restructure debt, or planned enforcement procedures by a bank or any other creditors
- changes in rating agency decisions
- significant new credit arrangements

SCHEDULE B

NECESSARY COURSE OF BUSINESS

The “necessary course of business” exception would generally cover communications with:

- (a) vendors, suppliers, or strategic partners on issues such as research and development, sales and marketing, and supply contracts;
- (b) employees, officers, and board members;
- (c) lenders, legal counsel, auditors, underwriters, and financial and other professional advisors to the company;
- (d) parties to negotiations;
- (e) labour unions and industry associations;
- (f) government agencies and non-governmental regulators; and
- (g) credit rating agencies (provided that the information is disclosed for the purpose of assisting the agency to formulate a credit rating and the agency’s ratings generally are or will be publicly available).

However, the “necessary course of business” exemption does not permit Venzee to make selective disclosure of material information to analysts, institutional investors or other market professionals. Disclosure of material information to credit rating agencies is permitted if such disclosure is in the “necessary course of business”.

SCHEDULE C

NOTICE OF INTENTION TO TRADE IN SECURITIES

I hereby notify you of my intention to execute the following transaction in securities of Venzee Technologies Inc. (“Venzee”) and request approval of such transaction.

Type of transaction (check one):

- Purchase
- Sale
- Exercise of a Security granted under a stock option or equity incentive plan
- Other

If you selected “Other”, please explain: _____

Number of Shares to be traded: _____

I confirm that I am aware of the legal prohibitions against insider trading and confirm that I am not in possession of any material information relating to Venzee or any of its operations which has not been disclosed to the public generally.

I understand that Venzee’s Insider Trading Policy supplements, and does not replace, applicable insider trading laws. I understand that a violation of insider trading or tipping laws and regulations may subject me to severe civil and/or criminal penalties, and that violation of the terms of Venzee’s Insider Trading Policy will subject me to discipline by Venzee, up to and including termination.

I understand that, notwithstanding any trading authorization granted upon approval of this form, I remain personally responsible for complying with the Insider Trading Policy and applicable laws and regulations.

Name (*Please print*)

Signature

Date

AUTHORIZATION

Authorized by: _____ Date: _____
 Time: _____

This authorization is valid for five (5) business days, unless revoked prior to that time.

