**CALL RIGHTS AGREEMENT**

This Agreement (the “Agreement”) is made as of the 22nd day of November, 2012 by and between **SCIGIT INC.**, a corporation incorporated under the laws of the Province of Ontario (the “Corporation”) and **Hanson Wang** (as applicable, the “Holder”).

**WHEREAS** the Holder is an employee of the Corporation; and

**AND WHEREAS** the Holder is the owner of 300,000 common shares in the capital of the Corporation (the “Common Shares”), of which 300,000 of such Common Shares are subject to certain restrictions as set forth herein (such 300,000 Common Shares are hereinafter referred to as the “Restricted Shares”).

**NOW THEREFORE** in consideration of the promises and mutual covenants herein set forth, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto hereby mutually covenant and agree as follows:

1. **DELIVERY OF CERTIFICATES**

1.01 The certificate or certificates representing the Restricted Shares hereunder will be held in escrow by the Corporation as provided in Section 6. The Holder will deliver to the Corporation a blank Stock Assignment Form, in the form attached as Exhibit A (the “Assignment”), duly executed by the Holder.

1. **SHAREHOLDERS RIGHTS**

2.01 Until such time as the Corporation actually exercises its Call Right (as defined below) under this Agreement, the Holder (or any successor in interest) will have all the rights of a shareholder (including, without limitation, voting rights) with respect to the Restricted Shares, subject to the terms of any other agreements between the Holder and the Corporation.

1. **RIGHT OF REPURCHASE**

3.01 In the event the Holder's continuing services to the Corporation as an employee, contractor, officer or director (the “Services”) are terminated for any reason by the Corporation or the Holder, the Corporation will, upon the date of such termination, have an irrevocable right to repurchase (the “Call Right”) any or all of the Restricted Shares which have not been released from the Call Right (the “Unreleased Shares”) as of the effective date of such termination, at a price of $1.00 in the aggregate (the “Repurchase Price”). Subject to the terms of this Agreement, the Corporation will be deemed to have exercised its Call Right automatically as to all of the Unreleased Shares upon termination of the Holder's services, unless the Corporation notifies the Holder that it will not exercise such Call Right as to some or all of the Unreleased Shares within 10 business days of the termination of the Holder's Services. The Corporation will deliver to the Holder (or the Holder's executor) a cheque or wire transfer in the amount of the aggregate Repurchase Price against delivery of any share certificates as hereinafter provided. To the extent one or more certificates representing Unreleased Shares may have been previously delivered out of escrow to the Holder, then the Holder will, prior to the close of business on the date specified for the repurchase, deliver to the Corporation the certificate or certificates representing the Unreleased Shares to be repurchased, each certificate to be properly endorsed for transfer. Upon delivery of such notice and the payment of the Repurchase Price to the Holder, the Corporation will become the legal and beneficial owner of the Unreleased Shares being repurchased and all rights and interests therein or relating thereto, and the Corporation will have the right to retain and transfer to its own name the number of Unreleased Shares repurchased by the Corporation.

1. **RELEASE OF RESTIRCTED SHARES FROM THE CALL RIGHT**

4.01 So long as the Holder continues to provide Services, the Restricted Shares will be released from the Call Right in 24 equal monthly installments commencing on the last day of the month following the month in which this Agreement is executed, and each of the next 23 consecutive months thereafter.

4.02 Notwithstanding Section 4.01, if there is a Change in Control or IPO, 100% of the total number of then Unreleased Shares will be released from the Call Right immediately prior to such Change in Control or IPO.

4.03 For purposes of this Section 4:

1. “**Change in Control**” means: (A) the consummation of a merger or consolidation of the Corporation with or into another entity; (B) the acquisition by a person or entity of more than 50% of the ownership interest of the Corporation; (C) the sale of all or substantially all of the Corporation's assets; or (D) the dissolution, liquidation or winding up of the Corporation.
2. **“IPO”** means a firmly underwritten public offering of shares in which immediately following the closing, the shares of the Corporation are listed for trading on the Toronto Stock Exchange or are quoted on the Nasdaq National Market, the New York Stock Exchange, or the American Stock Exchange.

4.04 In the event of the declaration of a stock dividend, stock split or stock combination, a recapitalization or a similar transaction affecting the Corporation's stock without receipt of consideration, any new, substituted or additional securities that by reason of such transaction are distributed with respect to any Unreleased Shares or into which such Unreleased Shares thereby become convertible will immediately be subject to the Call Right (and will be released at the same rate as such Unreleased Shares are, or would have been released under this Agreement). Appropriate adjustments to reflect the distribution of such securities will be made to the number and/or class of the Unreleased Shares. After each such transaction, appropriate adjustments will also be made to the price per share to be paid upon the exercise of the Call Right in order to reflect any change in the Corporation's outstanding securities effected without receipt of consideration therefor; provided, however, that the aggregate purchase price payable for the Unreleased Shares will remain the same.

1. **RESTRICTIONS ON TRANSFER**

5.01 The Holder will not transfer, assign, encumber, gift or otherwise dispose of any Unreleased Shares. The Corporation will not be required (a) to transfer on its books any Restricted Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (b) to treat as owner of such Restricted Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Restricted Shares will have been so transferred.

1. **ESCROW**

6.01 **Deposit.** The certificates for any Unreleased Shares will be deposited in escrow with the Corporation to be held in accordance with the provisions of this Section 6. Each deposited certificate will be accompanied by a duly executed Assignment. The deposited certificates and the Assignment, together with any other assets or securities from time to time deposited with the Corporation pursuant to the requirements of this Agreement, will remain in escrow until such time or times as the Unreleased Shares evidenced by such certificates (or other assets and securities) are released from the Call Right.

6.02 **Recapitalization.** All regular cash dividends on the Unreleased Shares (or other securities at the time held in escrow) will be paid directly to the Holder and will not be held in escrow. However, in the event of any stock dividend of capital stock of the Corporation, stock split, recapitalization or other change affecting the Corporation's outstanding Common Shares as a class effected without receipt of consideration or, in the event of a merger or sale of a Corporation, any new, substituted or additional securities or other property that is by reason of such transaction distributed with respect to the Unreleased Shares will be immediately delivered to the Corporation to be held in escrow under this Section 6, but only to the extent the Unreleased Shares are at the time subject to the escrow requirements of Section 60.

6.03 **Release / Surrender.**

1. The Unreleased Shares, together with any other assets or securities held in escrow hereunder, will be subject to the following terms and conditions relating to their release from escrow or their surrender to the Corporation for repurchase and cancellation. Upon the exercise by the Corporation (or its assignees) of the Call Right, then the escrowed certificates for the Unreleased Shares (together with any other assets or securities issued with respect thereto) will be delivered to the Corporation, concurrently with the payment to the Holder, in cash or cash equivalent, of an amount equal to the aggregate purchase price for such Unreleased Shares, and the Holder will cease to have any further rights or claims with respect to such Unreleased Shares (or other assets or securities attributable to such Unreleased Shares).
2. As the interest of the Holder in the Unreleased Shares (or any other asset or securities attributable thereto) are released from the Call Right in accordance with the provisions of Section 4, the certificates for such vested shares (as well as all other vested assets and securities) will be released from escrow and delivered to the Holder in accordance with the following schedule:

(i) Upon the Holder's cessation of Services, any escrowed Restricted Shares (or other assets or securities) in which the Holder is at the time vested will be promptly released from escrow.

(ii) Upon any earlier termination of the Call Right in accordance with the applicable provisions of Section 4, the applicable number of Restricted Shares (or other assets or securities) at the time held in escrow hereunder will promptly be released to the Holder as fully-vested shares or other property.

1. **GENERAL PROVISIONS**

7.01 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws applicable therein.

7.02 **Entire Agreement.**This Agreement represents the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior written and oral agreements and understandings between the parties to the extent that such prior written and oral agreements relate or pertain to the subject matter of this Agreement. This Agreement may only be modified or amended pursuant to a written agreement or instrument signed by the Corporation and the Holder.

7.03 **Notices.**All notices and other communications given or made pursuant to this Agreement will be in writing and will be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications will be sent to the respective parties at their address as set forth on the signature pages hereto, or to such e-mail address, facsimile number or address as subsequently modified by written notice given in accordance with this Section 7.03.

7.04 **Binding Effect.** This Agreement will inure to the benefit of, and be binding upon, the heirs, personal representatives, executors, administrators, successors and/or permitted assigns of the parties. This Agreement will also inure to the benefit of, and be binding upon, any transferee of the Restricted Shares.

7.05 **Assignment.** The rights and benefits of the Corporation under this Agreement will be transferable to any one or more persons or entities, and all covenants and agreements hereunder will inure to the benefit of, and be enforceable by, the Corporation's successors and assigns. Except to the extent otherwise provided in this Agreement, the Holder may not assign any of its rights or obligations under this Agreement without the Corporation's prior written consent.

7.06 **No Waiver.** Either party's failure to enforce any provision or provisions of this Agreement will not in any way be construed as a waiver of any other provision or provisions, nor prevent the party thereafter from enforcing each and every other provision of this Agreement. The rights granted both parties herein are cumulative and will not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

7.07 **Severability.** If any provision of this Agreement will be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability will attach only to such provision and will not in any manner affect or render illegal, invalid or unenforceable any other severable provisions of this Agreement.

7.08 **Headings.** Headings are for convenience only and are not deemed to be part of this Agreement.

7.09 **Further Assurances.** The Holder and the Corporation agree upon request to execute any further documents or instruments necessary or desirable to carry out the purposes or intent of this Agreement.

7.10 **Counterparts.** This Agreement may be executed and delivered by facsimile signature and in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

7.11 **Relationship with Holder.** The Corporation is not by reason of this Agreement or the issuance to the Holder of any shares of its capital stock obligated to continue the Holder's association with the Corporation as an officer, director, employee, consultant, or in any other capacity.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the day and year first set forth above.

**SCIGIT INC.**

Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Eric Chun Ho

Title: Director

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness – **Doug Sherk** **Hanson Wang**

**EXHIBIT A**

**STOCK ASSIGNMENT FORM**

FOR VALUE RECEIVED, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby sell(s), assign(s) and transfer(s) unto **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (the “Corporation”) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_) shares of the Common Shares of the Corporation standing in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ name on the books of the Corporation represented by Certificate No. \_\_\_\_\_\_\_ herewith and do hereby irrevocably constitute and appoint \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ attorney to transfer the said stock on the books of the Corporation with full power of substitution in the premises.

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness – **Doug Sherk** **Hanson Wang**