



MANAGEMENT INFORMATION CIRCULAR

AND

**NOTICE OF ANNUAL GENERAL & SPECIAL MEETING
OF SHAREHOLDERS OF**

HYPERCHARGE NETWORKS CORP.

TO BE HELD ON November 28, 2022

Dated: October 24, 2022

**NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS
to be held on November 28, 2022 at 10:00 am PST**

NOTICE IS HEREBY GIVEN that the Annual General and Special Meeting (the "Meeting") of the shareholders of Hypercharge Networks Corp. ("**Hypercharge**" or the "**Company**") will be held on Monday, November 28, 2022 at 10:00 am PST at Unit 208, 1075 West 1st Street, North Vancouver, BC V7P 3T4 to consider resolutions for the following purposes:

1. To receive and consider the comparative financial statements of the Company for the financial years ended August 31, 2021 and August 31, 2022, together with the report of the auditor thereon;
2. To set the number of directors at five (5);
3. To elect directors for the ensuing year;
4. To appoint Crowe MacKay LLP as auditor of the Company for the ensuing year and to authorize the directors to determine the remuneration to be paid to the auditor;
5. To consider and, if thought fit, pass an ordinary resolution approving the Company's Equity Incentive Plan, as more particularly described in the Information Circular under the heading "Particulars of Matters to be Acted Upon – Equity Incentive Plan"; and

The accompanying information circular provides additional information relating to the matters to be dealt with at the Meeting and is deemed to form part of this notice.

Shareholders who are unable to attend the Meeting are requested to complete, sign, date and return the enclosed proxy. A proxy will not be valid unless it is deposited by mail or fax at the office of Odyssey Trust Company, 409 Granville Street, Suite 350, Vancouver, British Columbia V6C 1T2, 1-800-517-4553, or virtually via the link <https://login.odysseytrust.com/pxlogin> not less than 48 hours (excluding Saturdays and holidays) before the time fixed for the Meeting or an adjournment thereof. Only Shareholders of record on October 24, 2022 are entitled to receive notice of and vote at the Meeting.

DATED at Vancouver, British Columbia this 24th day of October, 2022

BY ORDER OF THE BOARD OF DIRECTORS OF
HYPERCHARGE NETWORKS CORP.

/s/ "**David Bibby**
Director & Chief Executive Officer

MANAGEMENT INFORMATION CIRCULAR

as at October 24, 2022

MANAGEMENT SOLICITATION OF PROXIES

This information circular (the “**Circular**”) is provided in connection with the solicitation of proxies by the management of **Hypercharge Networks Corp.** (the “**Company**”) for use at the Annual General and Special Meeting of the shareholders of the Company (the “**Meeting**”) to be held at Unit 208, 1075 West 1st Street, North Vancouver, BC V7P 3T4 on Monday, November 28, 2022 at 10:00 a.m. Pacific Standard Time and at any adjournments thereof for the purposes set forth in the enclosed Notice of Annual General and Special Meeting (the “**Notice**”).

Registered Shareholders and validly appointed proxyholders may attend the Meeting in person. If you are a Registered Shareholder and wish to have your vote counted, you will be required to complete, date, sign and return, the accompanying form of proxy (“**Proxy**”) for use at the Meeting or any adjournment thereof (or vote in one of the other manners described below under the heading “Appointment and Revocation of Proxies”).

If you are a Non-Registered Shareholder and have received this Notice of Meeting and accompanying materials through an Intermediary, please complete and return the voting instructions form (“**Voting Instruction Form**”) provided to you in accordance with the instructions provided therein.

GENERAL PROXY INFORMATION

Solicitation of Proxies

The solicitation of proxies will be primarily by mail, but proxies may be solicited personally or by telephone by directors, officers and regular employees of the Company. The Company will bear all costs of this solicitation. We have arranged to send meeting materials directly to Registered Shareholders, as well as Non-Registered Shareholders who have consented to their ownership information being disclosed by the Intermediary holding the Common Shares on their behalf (non-objecting beneficial owners). We have not arranged for Intermediaries to forward the Meeting materials to Non-Registered Shareholders who have objected to their ownership information being disclosed by the Intermediary holding the Common Shares on their behalf (objecting beneficial owners). As a result, objecting beneficial owners will not receive the Meeting materials unless their Intermediary assumes the costs of delivery.

Appointment and Revocation of Proxies

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

If you are a Registered Shareholder and wish to have your shares voted at the Meeting, you will be required to submit your vote by proxy. Registered Shareholders electing to submit a proxy may do so by completing, dating and signing the enclosed Proxy and returning it to the Company's transfer agent, Odyssey Trust Company (“**Odyssey**”), in accordance with the instructions on the Proxy. Alternatively, Registered Shareholders may vote their shares via the internet or by telephone as per the instructions provided on the Proxy.

In all cases you should ensure that the Proxy is received at least 48 hours before the Meeting or the adjournment thereof at which the Proxy is to be used.

Registered Shareholders electing to submit a Proxy may do so by:

- i. **Internet:** Vote online at <https://login.odysseytrust.com/pxlogin> using the Proxy Control Number found in the enclosed Proxy; or
- ii. **Fax or Mail:** Completing, dating and signing the enclosed Proxy and returning it to the Company's transfer agent, Odyssey, by fax within North America at 1-800-517-4553, or by mail or hand to 409 Granville Street, Suite 350, Vancouver, British Columbia V6C 1T2, Canada.

Every Proxy may be revoked by an instrument in writing:

- (i) executed by the Shareholder or by his/her attorney authorized in writing or, where the Shareholder is a company, by a duly authorized officer or attorney of the company; and
- (ii) delivered either to the registered office of the Company at any time up to and including the last business day preceding the day of the Meeting or any adjournment thereof, at which the Proxy is to be used, or to the chairman of the Meeting on the day of the Meeting or any adjournment thereof,

or in any other manner provided by law.

Only Registered Shareholders have the right to revoke a Proxy. Non-Registered Shareholders who wish to change their vote must, at least seven days before the Meeting, arrange for their respective Intermediaries to revoke the Proxy on their behalf. If you are a Non-Registered Shareholder, see “Voting by Non-Registered Shareholders” below for further information on how to vote your Common Shares.

Exercise of Discretion by Proxyholder

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

- (i) each matter or group of matters identified therein for which a choice is not specified,
- (ii) any amendment to or variation of any matter identified therein,
- (iii) any other matter that properly comes before the Meeting, and
- (iv) exercise of discretion of proxyholder.

In respect of a matter for which a choice is not specified in the Proxy, the persons named in the Proxy will vote the Common Shares represented by the Proxy for the approval of such matter. Management is not currently aware of any other matters that could come before the Meeting.

Voting by Non-Registered Shareholders

The following information is of significant importance to Shareholders who do not hold Common Shares in their own name. Non-Registered Shareholders should note that the only Proxies that can be recognized and acted upon at the Meeting are those deposited by Registered Shareholders.

If Common Shares are listed in an account statement provided to a Shareholder by an Intermediary, then in almost all cases those Common Shares will not be registered in the Shareholder's name on the records of the Company. Such Common Shares will more likely be registered under the name of the Shareholder's Intermediary or an agent of that Intermediary. In the United States, the vast majority of such Common Shares are registered under the name of Cede & Co. as nominee for The Depository Trust Company (which acts as depository for many U.S. brokerage firms and custodian banks), and in Canada, under the name of CDS & Co. (the registration name for The Canadian Depository for Securities Limited, which acts as nominee for many Canadian brokerage firms).

Every Intermediary has its own mailing procedures and provides its own return instructions to clients. However, most Intermediaries now delegate responsibility for obtaining voting instructions from clients to Broadridge Financial Solutions, Inc. (“Broadridge”) in the United States and in Canada.

If you are a Non-Registered Shareholder, you should carefully follow the instructions on the Voting Instruction Form received from Odyssey or Broadridge in order to ensure that your Common Shares are voted at the Meeting. The Voting Instruction Form supplied to you will be similar to the Proxy provided to the Registered Shareholders by the Company. However, its purpose is limited to instructing the Intermediary on how to vote on your behalf.

The Voting Instruction Form sent by Odyssey or Broadridge will name the same persons as the Company's Proxy to represent you at the Meeting. As a Non-Registered Shareholder you may not be recognized directly at the Meeting. In order to appoint a proxyholder of your own choosing, you should insert your own name or the name of the desired representative in the blank space provided in the Voting Instruction Form. Alternatively, you may provide other written instructions requesting that you or your desired representative be appointed as your proxyholder for your Intermediary. The completed Voting Instruction Form should be returned in accordance with the instructions on the form.

Voting by Proxy Generally

Proxyholders other than the individuals named in the accompanying Proxy will be required to identify themselves by notice in writing to the Company by 10:00 a.m. (PST) on Thursday, November 24, 2022 so that the Company can confirm their identity prior to the Meeting and facilitate their voting of the Proxies that they hold at the Meeting. Notice may be provided by e-mail to the Company at diana@greystonecorp.com. Proxies will not be accepted at

the Meeting. All Proxies must be submitted to Odyssey by 10:00 a.m. (PST) on Thursday, November 24, 2022 (the **"Proxy Deadline"**).

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

Except as disclosed herein, the Company is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, of each of the following persons in any matter to be acted upon at the Meeting other than the election of directors or the appointment of auditors:

- (a) each person who has been a director or executive officer of the Company at any time since the beginning of the Company's last financial year;
 - (b) each proposed nominee for election as a director of the Company; and
- each associate or affiliate of any of the foregoing.

FINANCIAL STATEMENTS

The audited financial statements of the Company for the years ended August 31, 2021 and August 31, 2022, together with the auditor's reports on those statements and Management Discussion and Analysis, will be presented to the shareholders at the Meeting.

VOTING SECURITIES, RECORD DATE AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The authorized capital of the Company consists of an unlimited number of common shares without par value (each, a **"Share"**). As at the date of this Circular, 61,314,704 Shares are issued and outstanding. Each Share of the Company carries the right to one vote, and all Shares may be voted at the Meeting.

The record date for the determination of shareholders entitled to receive notice of and vote at the Meeting has been fixed as October 24, 2022. Shareholders who wish to vote their shares at the Meeting must do so by Proxy or Voting Instruction Form as set out in the preceding section titled "General Proxy Information". Except as may be otherwise indicated herein and in the Notice, the affirmative vote of a majority of the votes cast at the Meeting is required for approval of each matter set forth in this Circular.

To the knowledge of the directors and senior officers of the Company, no persons or companies beneficially own, or control or direct, directly or indirectly, Shares carrying 10% or more of the voting rights attached to all outstanding Shares of the Company.

SETTING NUMBER OF DIRECTORS

At the Meeting, Shareholders will be asked to pass an ordinary resolution to set the number of directors of the Company for the ensuing year at five (5). The number of directors will be approved if the affirmative vote of at least a majority of Shares present or represented by proxy at the Meeting and entitled to vote thereat are voted in favour of setting the number of directors at five (5).

ELECTION OF DIRECTORS

The board of directors (**"Board"**) of the Company is elected annually and holds office until the next Annual General Meeting of the shareholders or until their successors are elected. The management of the Company proposes to nominate the persons listed below (the **"Proposed Nominees"**) for election as directors of the Company to serve until their successors are elected or appointed. In the absence of instructions to the contrary, proxies given pursuant to the solicitation by the management of the Company will be voted for the Proposed Nominees in this Circular.

MANAGEMENT DOES NOT CONTEMPLATE THAT ANY OF THE NOMINEES WILL BE UNABLE TO SERVE AS A DIRECTOR. IN THE EVENT THAT, PRIOR TO THE MEETING, ANY VACANCIES OCCUR IN THE SLATE OF NOMINEES HEREIN LISTED, IT IS INTENDED THAT DISCRETIONARY AUTHORITY SHALL BE EXERCISED BY MANAGEMENT TO VOTE THE PROXY FOR THE ELECTION OF ANY OTHER PERSON OR PERSONS AS DIRECTORS.

The following table sets out the names of the Proposed Nominees for election as a director, the province or state and country in which ordinarily resident, the period or periods during which each has served as a director, positions held in the Company, their present principal occupations and number of shares of the Company or shares of any of its subsidiaries beneficially owned by each, or controlled or directed, directly or indirectly as at the date hereof.

Name, Positions with the Company, Province/State and Country of Resident	Principal Occupation During the Past Five Years	Period from Which Nominee Has Been Director	Number of Shares Beneficially Owned ⁽¹⁾
David Bibby President, CEO & Director British Columbia, Canada	Mr. Bibby became President and CEO of the Company on June 15, 2021. Previously Mr. Bibby held several senior leadership positions, most recently as the Head of Global Digital Services at Finning International Inc., the world's largest Caterpillar equipment dealer, from 2016-2021.	June 15, 2021	3,081,666
Bronson Peever ² Director British Columbia, Canada	Mr. Peever graduated from Dalhousie University with a degree in Entrepreneurship. He is a partner at Rockbank Capital Corp., a capital markets advisory firm that he founded in 2016, where he has primarily focused on capital raising transactions and investor relations.	June 24, 2019	2,752,392
Liam Firus Director British Columbia, Canada	Mr. Firus has been a partner at Rockbank Capital Corp., a capital markets advisory firm, since May 2020, where he has advised and provided corporate services to private and public companies. Previously, Mr. Firus worked in Business Development with Northbay Capital Partners from May 2018 to May 2020.	October 11, 2019	1,737,391
Vitaly Golomb Director California, United States	Mr. Golomb has been a partner at Drake Star, a global technology investment bank, since September 2020, where he leads the Mobility & Sustainability practice. Previously, Mr. Golomb was managing partner at GS Capital, a venture capital firm, from 2018 to September 2020, and a founding partner of HP Tech Ventures, the venture capital arm of the multinational IT company, HP Inc., from 2016 to 2018.	July 7, 2022	Nil
Shahab Samimi Director British Columbia, Canada	Mr. Samimi has been a Principal at 7 Gate Ventures, a venture capital firm based in Vancouver and Silicon Valley, since April 2018. Previously, Mr. Samimi was a director of business strategy to Velocity Labs from January 2022 to April 2022, advisor at venture capital firm Hex Capital from October 2018 to June 2020, and became a partner and chief operating officer of crypto quant fund, Hex Capital Quant from June 2020 to April 2021, an analyst at Gravitas Securities Inc. from March 2018 to June 2018, and an associate at Performance Capital Advisors from December 2016 to March 2018.	July 7, 2022	Nil

Note:

(1) Shares beneficially owned, directly or indirectly, or over which control or direction is exercised, as at October 24, 2022, based upon information furnished to the Company by individual Directors. Unless otherwise indicated, such Shares are held directly.

Advance Notice Policy

Effective June 24, 2021, the Board adopted an advance notice policy (the “**Advance Notice Policy**”). The purpose of the Advance Notice Policy is to (i) ensure that all shareholders receive adequate notice of director nominations and sufficient time and information with respect to all nominees to make appropriate deliberations and register an informed vote; and (ii) facilitate an orderly and efficient process for annual or, where the need arises, special meetings of shareholders of the Company. The Advance Notice Policy fixes a deadline by which holders of record of Shares must submit director nominations to the Company prior to any annual or special meeting of shareholders and sets forth the information that a shareholder must include in a written notice to the Company for any director nominee to be eligible for election at such annual or special meeting of shareholders. A copy of the Advance Notice Policy may be obtained by contacting the Company.

Corporate Cease Trade Orders, Bankruptcies, Penalties or Sanctions

To the knowledge of management, no proposed director:

- (a) is, as at the date of the Circular, or has been, within 10 years before the date of the Circular, a director, chief executive officer ("**CEO**") or chief financial officer ("**CFO**") of any company (including the Company) that:
 - (i) was the subject, while the proposed director was acting in the capacity as director, CEO or CFO of such company, of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days; or
 - (ii) was subject to a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days, that was issued after the proposed director ceased to be a director, CEO or CFO but which resulted from an event that occurred while the proposed director was acting in the capacity as director, CEO or CFO of such company; or
- (b) is, as at the date of this Circular, or has been within 10 years before the date of the Circular, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or
- (c) has, within the 10 years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director; or
- (d) has been subject to 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
- (e) has been subject to any penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

Appointment of Auditors

Effective March 31, 2022, Dale Matheson Carr-Hilton Labonte LLP ("**DMCL**") resigned as auditor of the Company. Effective March 31, 2022 Crowe MacKay LLP ("**Crowe**") was appointed as the auditor of the Company. Crowe is independent with respect to the Company in accordance with the Rules of Professional Conduct of the Chartered Professional Accountants. The appointment of Crowe has been considered and approved by the Audit Committee and the Board. There were no "reportable events" between the Company and Crowe within the meaning of National Instrument 51-102 – Continuous Disclosure Obligations ("**NI 51-102**").

In accordance with Section 4.11 of NI 51-102, a notice of change of auditor was sent to DMCL and Crowe, each of which provided a letter to the securities regulatory authority in each province where the Company is a reporting issuer, stating that they agree with the statements in the notice of change of auditor. A reporting package, as defined in NI 51-102, is attached as Schedule "B" to this Circular and includes the notice of change of auditor and the abovementioned letters from DMCL and Crowe to the applicable securities regulatory authorities. The reporting package has also been filed under the Company's profile on SEDAR at www.sedar.com. At the Meeting, Shareholders will be asked to consider and, if thought advisable, to pass an ordinary resolution to reappoint Crowe to serve as auditors of the Company until the next annual meeting of Shareholders and to authorize the directors of the Company to fix their remuneration as such. To be adopted, this resolution is required to be passed by the affirmative vote of a majority of the votes cast at the Meeting.

Unless the Shareholder has specifically instructed that his or her Shares are to be withheld from voting in connection with the appointment of Crowe, the persons named in the accompanying proxy intend to vote FOR the re-appointment of Crowe as the auditors of the Company to hold office until the next annual meeting of Shareholders or until a successor is appointed, and to authorize the Board to fix their remuneration.

STATEMENT OF EXECUTIVE COMPENSATION

Interpretation

For the purpose of this Circular:

"August 2021 Plan" means the equity incentive plan adopted by the Company on August 6, 2021;

"Awards" means, collectively, Options, RSUs, and PSUs;

"Compensation securities" includes stock options, convertible securities, exchangeable securities and similar instruments including stock appreciation rights, deferred share units and restricted stock units granted or issued by the Company or one of its subsidiaries for services provided or to be provided, directly or indirectly to the Company or any of its subsidiaries;

"June 2021 Plan" means the equity incentive plan adopted by the Company on June 7, 2021;

"Named Executive Officer" or "NEO" means each of the following individuals:

- (a) each individual who served as CEO of the Company, or who performed functions similar to a CEO, during any part of the most recently completed financial year;
- (b) each individual who served as CFO of the Company, or who performed functions similar to a CFO, during any part of the most recently completed financial year;
- (c) the most highly compensated executive officer of the Company or any of its subsidiaries other than individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than \$150,000, as determined in accordance with subsection 1.3(5) of Form 51-102F6V, for that financial year; and
- (d) each individual who would be an NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the Company or its subsidiaries, nor acting in a similar capacity, at the end of that financial year;

"Omnibus Plan" means the Company's omnibus equity incentive plan approved by the Board on February 15, 2022;

"Options" means incentive stock options to purchase Shares of the Company;

"PSU" means a performance share unit of the Company granted pursuant to the Omnibus Plan; and

"RSU" means a restricted share unit of the Company granted pursuant to the Omnibus Plan.

Introduction

The following discussion describes the significant elements of the compensation of the Company's Named Executive Officers.

The Company's NEOs for the fiscal year ended August 31, 2022 were: (a) David Bibby, current Chief Executive Officer, and (b) Kara James, current Chief Financial Officer. The Company's NEOs for the fiscal year ended August 31, 2021 were: (a) David Bibby, current Chief Executive Officer, (b) Bronson Peever, former Chief Executive Officer, (c) Marlis Yassin, former Chief Financial Officer, and (d) Chris Cherry, former Chief Financial Officer.

Compensation Discussion and Analysis

Compensation Governance

The Company has a Compensation and Corporate Governance Committee comprised of three directors, the majority of whom are persons determined by the Board to be independent directors, and which is charged with reviewing, overseeing and evaluating the Company's compensation, corporate governance and nominating policies. The Compensation and Corporate Governance Committee is composed of Shahab Samimi (chair), Vitaly Golomb and Liam Firus.

The Board has adopted a written charter setting forth the purpose, composition, authority and responsibility of the Compensation and Corporate Governance Committee. The Compensation and Corporate Governance Committee is also responsible for recruiting and identifying individuals qualified to become new Board members and making recommendations to the Board regarding new director nominees, annually or as required. In making such recommendations, the Compensation and Corporate Governance Committee will consider: (a) the competencies and skills that the Board considers to be necessary for the Board, as a whole, to possess; (b) the diversity of the Board and executive officer composition, including whether targets have been adopted for women, visible minorities,

Aboriginal people and people with disabilities on the Board; (c) the competencies and skills that the Board considers each existing director to possess; and (d) the competencies and skills each new nominee will bring to the Board.

The Compensation and Corporate Governance Committee also assists the Board in reviewing and, where appropriate, recommending to the Board: the Company's overall executive compensation strategy in conjunction with the Chief Executive Officer, including competitive industry positioning, weighting of compensation elements and relationship of compensation to performance; the Chief Executive Officer's recommendation for all corporate compensation and benefit plans including proposed salary ranges, bonuses, stock options, and any other forms of compensation; the Chief Executive Officer's recommendation for salaries, budgets, organization and manpower plans, and succession planning; performance appraisals and overall compensation as recommended by the Chief Executive Officer for senior officers; after consultation with the Chief Executive Officer, appointment of new officers; the compensation of the Chief Executive Officer; and the adoption or amendments of incentive compensation plans and equity-based plans, including whether security holder approval should be obtained, subject to the advice of the Company's legal counsel.

In addition, the Compensation and Corporate Governance Committee has the responsibility of, among other things: establishing an appropriate system to evaluate the effectiveness of the Board as a whole as well as its committees and individual directors; monitoring conflicts of interest of both the Board and management; conducting periodic reviews of the Company's corporate governance policies and making policy recommendations aimed at enhancing Board and committee effectiveness; periodically reviewing the Board and committee mandates, and recommending to the Board that necessary changes be made; reviewing and recommending to the Board the appropriate structure, size, composition, mandate and members for Board committees, and the procedures to ensure that the Board and its committees function independently of management; providing the Board with updates on developments in corporate governance; reviewing monitoring and making recommendations regarding new director orientation and ongoing development of existing directors; and reviewing reports regarding unethical behaviour.

The Elements of the Company's Compensation Program

The compensation of the Company's executive officers includes three major elements: (i) base salary; (ii) short-term incentives, consisting of annual bonuses; and (iii) long-term equity incentives, consisting of Options, RSUs, and PSUs granted under the Omnibus Plan. Perquisites and personal benefits are not a significant element of compensation of the Company's executive officers.

The Objective of the Company's Compensation Program

The objective of the Company's compensation program is to: (a) provide compensation packages which attract, motivate and retain executive officers whose skills, experience and management capabilities are critical to the Company's ongoing success; (b) motivate the Company's executive officers to achieve organizational objectives – growth, financial and cultural; (c) align the interests of the Company's executive officers with those of the Company's shareholders by tying a meaningful portion of compensation directly to the long-term value and growth of the Company's business; and (d) provide incentives that drive an appropriate level of innovation and risk taking so that the executive officer's efforts continue to move the business forward.

What the Company's Compensation Program is Designed to Reward

The Company's compensation program is designed to reward senior management for achieving the Company's business objectives as well as increases in shareholder value resulting from increased value or potential value in the Company's business prospects, whether through achievement of operational milestones or successful completion of significant transactions and M&A or financings.

Why the Company Chooses to Pay Each Element of its Compensation Program

The Company pays a base salary as part of its compensation program to: (i) provide each NEO with sufficient, regularly paid income; (ii) recognize each NEO's unique value and contribution to the success of the Company; and (iii) reflect each NEO's position and level of responsibility.

The Company pays annual bonuses to motivate the Company's NEOs to achieve the Company's annual business objectives, including our annual financial performance targets.

The Company grants Options as part of its compensation program in order to: (i) align NEOs' interests with the interests of the Company's shareholders; (ii) reward long-term performance by allowing NEOs to participate in any long-term market appreciation of the Common Shares; and (iii) ensure the Company is competitive with its comparable industry peers from a total remuneration standpoint and to encourage executive officer retention, commitment and focus on long-term growth.

How the Company Determines the Amount for Each Element and How Each Element Affects Decisions About Other Elements and Fits into the Company's Overall Compensation Objectives

The Board determines the amount of each element of the Company's compensation program for its NEOs. The three principal elements of the compensation program will be determined, and will affect decisions about other elements, and fit into the Company's overall compensation strategy, as described below.

Base Salaries

The Board considers some or all of the following factors in determining base salary: (i) the overall performance of the Company and the particular NEO; (ii) base salaries and overall compensation paid to senior management of comparable industry peers (without specific benchmarking); (iii) the relationship among base salaries paid within the Company and individual experience and contribution; (iv) general market conditions and the Company's financial condition; (v) other compensation received by the NEO; and (vi) competition for qualified personnel. The intent is to fix base salaries at levels that are consistent with the Company's compensation program objective.

Adjustments to base salaries will be determined periodically and may be increased based on factors such as the NEO's success in meeting or exceeding individual objectives and an assessment of the competitiveness of the then current compensation. Additionally, base salaries can be adjusted as warranted throughout the year to reflect promotions, other changes in the scope or breadth of a NEO's role or responsibilities, or for such other reasons as may be determined by the Board.

Short-Term Incentive Compensation

In determining annual bonuses and other short-term incentive compensation, the Board considers some or all of the following: (i) the performance of a number of factors, including individual performance combined with the Company's performance; (ii) operational competence; (iii) human resource metrics; (iv) strategic contributions; (v) general market conditions and the Company's financial condition; and (vi) other compensation received by the NEO.

Long-Term Incentive Compensation

In determining grants of Options and other long-term incentive compensation, such as RSUs and PSUs, the Board considers some or all of the following factors: (i) the overall performance of the Company and the particular NEO; (ii) the relationship among Awards granted within the Company and individual experience and contribution; (iii) general market conditions and the Company's financial condition and the Share trading price; and (iv) the aggregate number of Awards outstanding and the number of Awards currently held by the particular NEO and the terms thereof. The intent is to fix Award grants at levels that are consistent with the Company's compensation program objective. The Board also considers the number of Awards available for grant in determining whether to make any new grants of Awards and the size of such grants.

For further information with respect to the Omnibus Plan, see "*Stock Option and Other Incentive Plans*" below.

The Company's executive compensation is not expected to be determined by reference to any formulas or similar conditions. The Board believes that fixed formulas can lead to an unwanted result that does not reflect real performance. Accordingly, an overall review of the NEO's performance and contributions is preferred.

Hedging Activities

Although the Company has no plans for a formal hedging policy to be in place with respect to purchases of securities by NEOs or directors designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by such individuals, to the Company's knowledge, no NEO or director has plans to hedge the economic value of their direct or indirect interests in the market value of the Common Shares so held or granted as compensation.

Risk Assessment and Oversight

The Board is keenly aware of the fact that compensation practices can have unintended risk consequences. The Board and the Compensation and Corporate Governance Committee will continually review the Company's compensation policies to identify any practice that might encourage an employee to expose the Company to unacceptable risks. At the present time, the Board and the Compensation and Corporate Governance Committee is satisfied that the current executive compensation program does not encourage the Company's executives to expose the business to inappropriate risk. The Board and the Compensation and Corporate Governance Committee takes a conservative approach to executive compensation rewarding individuals for the success of the Company once that success has been demonstrated and incentivizing them to continue that success through the grant of

long-term incentive awards. In addition, the Omnibus Plan limits the number of Awards a particular NEO is entitled to receive.

Named Executive Officer Compensation, Excluding Compensation Securities

The following table sets out details of all payments, grants, awards, gifts and benefits paid or awarded to each director and NEO in the three most recently completed financial years ended August 31, 2020, 2021 and 2022:

Name and position	Year	Salary, consulting fee, retainer or commission (\$)	Share Based Awards (\$)	Option Based Awards ⁽¹⁾ (\$)	Non-Equity Incentive Plan Compensation		All other Compensation (\$)	Total Compensation (\$)
					Annual Incentive Plans ⁽²⁾ (\$)	Long Term Incentive Plans ⁽³⁾ (\$)		
David Bibby ⁽⁴⁾ Director & CEO	2022	235,544	Nil	Nil	30,000	Nil	Nil	265,544
	2021	64,055	Nil	174,637	30,000	Nil	Nil	268,692
	2020	Nil	Nil	Nil	Nil	Nil	nil	Nil
Kara James ⁽⁵⁾ CFO	2022	Nil	Nil	22,461	Nil	Nil	Nil	22,461
	2021	Nil	Nil	Nil	Nil	Nil	Nil	nil
	2020	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Bronson Peever ⁽⁶⁾ Director & Previous CEO	2022	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2021	Nil	Nil	Nil	Nil	Nil	48,300	48,300
	2020	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Christopher Cherry ⁽⁷⁾ Previous CFO	2022	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2021	Nil	Nil	Nil	Nil	Nil	11,025	11,025
	2020	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Marlis Yassin ⁽⁸⁾ Previous CFO	2022	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2021	Nil	Nil	Nil	Nil	Nil	37,725	37,725
	2020	Nil	Nil	Nil	Nil	Nil	19,950	19,950

Notes:

- (1) Grant date fair value calculations are based on the Black-Scholes Option Pricing Model and weighted average assumptions. Option-pricing models require the use of highly subjective estimates and assumptions including the expected stock price volatility. Changes in the underlying assumptions can materially affect the fair value estimates and therefore, in management's opinion, existing models do not necessarily provide a reliable measure of the fair value of share- and option-based awards.
- (2) Annual incentive plan" means any plan that provides compensation intended to motivate performance to occur within one fiscal year, but does not include option or share-based awards.
- (3) "Long term incentive plan" means any plan that provides compensation intended to motivate performance to occur over a period greater than one fiscal year, but does not include option or share-based awards.
- (4) David Bibby was appointed Director, CEO and President on June 15, 2021. Mr. Bibby received 1.5 million performance warrants exercisable at a price of \$0.40 per share on or before May 13, 2027 which have been recorded as compensation for accounting purposes but do not constitute compensation in the preparation of the above table.
- (5) Kara James was appointed CFO on September 1, 2021. Kara James is a subcontractor of PubCo (defined below), and provides services to the Company pursuant to the PubCo Agreement (defined below). Pursuant to the PubCo Agreement, the Company (i) pays to PubCo a flat monthly fee of \$2,500; (ii) pays to PubCo an hourly rate of \$125, and (iii) reimburses it for pre-approved out of pocket expenses. The Company also paid PubCo a one-time \$25,000 onboarding fee pursuant to the PubCo Agreement.
- (6) Mr. Peever acted as the Company's CEO from June 24, 2019 to June 15, 2021.
- (7) Christopher Cherry acted as the Company's CFO from June 1, 2021 to August 31, 2021.
- (8) Marlis Yassin acted as the Company's CFO from June 24, 2019 to May 26, 2021. Ms. Yassin provided her services through Sentinel Corporate Services Inc. All compensation attributed to Ms. Yassin was paid to Sentinel Corporate Services Inc. Sentinel Corporate Services Inc. is owned by a family member of Ms. Yassin

Incentive Plan Awards to NEOs

Outstanding Options and Share-Based Awards

The following table sets out all options and share-based awards granted or issued to each NEO by the Company or any subsidiary thereof that are outstanding at August 31, 2022 for services provided, to be provided, directly or indirectly, to the Company or any subsidiary thereof:

Name and position	Option-Based Awards				Share-based Awards		
	No. of Common Shares underlying unexercised options	Option Exercise Price ⁽¹⁾	Option expiration date	Value of unexercised in-the-money options ⁽²⁾	Number of shares or units of shares that have not vested	Market or payout value of share-based awards that have not vested ³	Market or payout value of vested share-based awards not paid out or distributed
David Bibby ⁽³⁾ Director & CEO	1,000,000	\$0.25	June 29, 2026	\$350,000	N/A	N/A	N/A
Kara James CFO	50,000 50,000	\$0.40 \$0.40	Feb 25, 2025 April 19, 2025	\$20,000	N/A	N/A	N/A
Bronson Peever Director & Previous CEO	Nil	N/A	N/A	N/a	Nil	Nil	Nil
Christopher Cherry Previous CFO	Nil	N/A	N/A	N/a	Nil	Nil	Nil
Marlis Yassin Previous CFO	Nil	N/A	N/A	N/a	Nil	Nil	Nil

Notes:

- (1) Each security entitles the holder to one Share upon exercise, vesting or release. For further information, please see "Stock Option and Other Incentive Plans" below.
- (2) Calculated based on the difference between the market value of the Shares underlying the Options at August 31, 2022 and the exercise price of the Option, where the market value of the Shares at August 31, 2022 was deemed to be \$0.60 based on the price of the Company's most-recent arm's length financing, since the Shares were not listed on a stock exchange as at that date.
- (3) David Bibby held a total of 1,000,000 stock options and 1,500,000 performance warrants as of October 24, 2022. The performance warrants have been recorded as compensation for accounting purposes but do not constitute compensation in the preparation of the above table, as they were granted to Mr. Bibby in connection with the Company's acquisition of CoSource Information Technology Services Inc. on May 13, 2022, and therefore were not granted for services provided, or to be provided, to the Company.

INCENTIVE PLAN AWARDS – VALUE VESTED OR EARNED DURING THE YEAR

The following table sets forth information with respect to the value of awards granted to Named Executive Officers that vested during the year ended August 31, 2022.

Name	Option-based awards-value vested during the year ⁽¹⁾	Share-based awards-Value vested during the year	Non-equity incentive plan compensation-Value earned during the year
David Bibby Director & CEO	\$175,000	Nil	Nil
Kara James CFO	\$7,500	Nil	Nil
Bronson Peever Director & Previous CEO	Nil	Nil	Nil
Christopher Cherry Previous CFO	Nil	Nil	Nil
Marlis Yassin Previous CFO	Nil	Nil	Nil

Note:

- (1) Calculated based on the difference between the market value of the Shares underlying the vested Options at August 31, 2022 and the exercise price of the Option, where the market value of the Shares at August 31, 2022 was deemed to be \$0.60 based on the price of the Company's most-recent arm's length financing, since the Shares were not listed on a stock exchange as at that date.

Pension Plan Benefits

No pension plan or retirement benefit plans have been instituted by the Company and none are proposed at this time.

Employment, Consulting, and Management Agreements

The Company has in place the following employment, consulting or management agreements between the Company or any subsidiary or affiliate thereof and its NEOs:

David Bibby, Director and Chief Executive Officer

The Company is party to an employment agreement with David Bibby, the Chief Executive Officer and a director of the Company (the “**Bibby Employment Agreement**”), dated June 15, 2021, and amended on November 12, 2021. Pursuant to the terms of the Bibby Employment Agreement, Mr. Bibby is entitled to a salary of \$250,000 per annum plus a performance bonus of up to 40% of his base salary based on performance objectives set by the Board. Pursuant to the Bibby Employment Agreement, Mr. Bibby also received 1,000,000 Options, exercisable at \$0.25 per Common Share until June 29, 2026.

The Company may terminate Mr. Bibby at any time for just cause. The Company may also terminate Mr. Bibby at any time upon providing Mr. Bibby with notice of termination or payment in lieu of notice, or a combination thereof, in an amount equal to 12 months’ notice or pay in lieu of notice, plus one additional month of notice or pay in lieu of notice for every completed year of service. In the event of termination of Mr. Bibby’s employment without cause as a result of a change in control, sale or merger of the Company, Mr. Bibby will be entitled to an amount equal to 12 months’ salary.

Kara James, Chief Financial Officer

The Company is party to a management agreement with PubCo Reporting Solutions Inc. (“**PubCo**”) dated June 1, 2021 (the “**PubCo Agreement**”), pursuant to which PubCo has agreed to provide chief financial officer services to the Company beginning on September 1, 2021. The Company’s CFO, Kara James, is a subcontractor of PubCo and provides services to the Company pursuant to the PubCo Agreement. Pursuant to the PubCo Agreement, the Company (i) pays to PubCo a flat monthly fee of \$2,500; (ii) pays to PubCo an hourly rate of \$125, and (iii) reimburses it for pre-approved out of pocket expenses. The Company also paid PubCo a one-time \$25,000 onboarding fee pursuant to the PubCo Agreement.

The PubCo Agreement provides that the agreement may be terminated upon 30 days’ written notice by either party. Upon termination, the Company shall pay to PubCo all fees which have accrued up to the date of termination and which remain unpaid as of the date of termination.

Benefits and Perquisites

The Company’s NEOs do not receive any benefits or perquisites.

Stock Option and Other Incentive Plans

Current Equity Incentive Plan

On February 15, 2022, the Company adopted the Omnibus Plan which replaced the Company’s prior 20% rolling stock option plan, the August 2021 Plan. The Omnibus Plan provides for the granting of Options, RSUs and PSUs.

An RSU is an Award that is valued by reference to a Common Share, which value may be paid to the participant in Common Shares upon the satisfaction of vesting restrictions as the Board may establish, which restrictions may lapse separately or in combination at such time or times, in instalments or otherwise, as the Board may deem appropriate. A PSU is a unit valued by reference to a designated number of Common Shares, which value may be paid to the participant upon achievement of certain performance goals as the Board shall establish.

Pursuant to the terms of the Omnibus Plan, the Board may from time to time, in its discretion, grant Awards to directors, officers, employees and consultants of the Company. The total number of Common Shares reserved for grant and issuance under the Omnibus Plan pursuant to: (i) Options, together with any Options under any other share compensation arrangement, may not exceed 10% of the issued and outstanding Common Shares (on an undiluted basis) at the time of any applicable Option granted under the Omnibus Plan; and (ii) PSUs and RSUs, together with any similar performance-based awards under any other share compensation arrangement, may not exceed 4,300,000 Common Shares. Options granted under the Omnibus Plan are exercisable for a period of up to ten years. In addition, the number of Common Shares reserved for issuance to any one person in a 12 month period shall not exceed 5% of the issued and outstanding Common Shares (unless the Company has obtained disinterested shareholder approval), and the maximum number of Common Shares issuable to insiders under the Omnibus Plan within any 12 month period and at any time under the Omnibus Plan shall not exceed 10% of the issued and outstanding Common Shares (unless the Company has obtained disinterested shareholder approval).

Previous Equity Incentive Plans

On June 7, 2021, the Company adopted the June 2021 Plan, which provided for the granting of Options, whereby the aggregate number of Shares reserved for issuance, together with any other Shares reserved for issuance under any other plan or agreement of the Company, was not to exceed ten (10%) percent of the total number of issued and outstanding Shares (calculated on a non-diluted basis) at the time an Option was granted. The 10% Plan permitted the Board to grant to directors, officers, employees, consultants and other personnel of the Company and its subsidiaries or affiliates, Options to purchase Shares.

The June 2021 Plan was established to provide incentive to qualified parties to increase their proprietary interest in the Company and thereby encourage their continuing association with the Company. The June 2021 Plan was administered by the directors of the Company. All Options issued under the June 2021 Plan expire on a date not later than ten years after the date of grant of such Option.

On August 6, 2021, the Company adopted the August 2021 Plan, which was substantially the same as the June 2021 Plan, except the number of Shares reserved for issuance under the August 2021 Plan was not to exceed twenty (20%) percent of the total number of issued and outstanding Shares (calculated on a non-diluted basis) rather than ten (10%) percent.

Compensation of Directors

During the financial year ended August 31, 2021 and August 31, 2022 the Company had no cash compensation program for its directors with respect to general directors' duties, meeting attendance or for additional service on Board committees. Directors may receive grants of stock options pursuant to the Company's Omnibus Plan. Options are granted at the discretion of the Board upon the recommendations of the Compensation Committee. Directors may also be reimbursed for out-of-pocket expenses incurred in carrying out their duties as directors. Officers of the Company who also act as directors will not receive any additional compensation for services rendered in such capacity, other than as paid by the Company in their capacity as officers.

The following table sets forth all amounts of compensation provided to Directors who are not Named Executive Officers for the financial years ended August 31, 2021 and August 31, 2022.

Director Compensation Table

Name	Year	Fees Earned ⁽¹⁾ (\$)	Share-Based Awards (\$)	Option-Based Awards ⁽²⁾ (\$)	Non-Equity Incentive Plan Compensation (\$)	Pension Value (\$)	All Other Compensation (\$)	Total (\$)
Bronson Peever ⁽³⁾ Director and Previous CEO	2022	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2021	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Liam Firus ⁽⁴⁾ Director	2022	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2021	45,000	Nil	Nil	Nil	Nil	Nil	45,000
Vitaly Golomb ⁽⁵⁾ Director	2022	Nil	180,000	104,596	Nil	Nil	Nil	284,596
	2021	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Shahab Samimi ⁽⁶⁾ Director	2022	Nil	Nil	3,484	Nil	Nil	Nil	3,484
	2021	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Harrison Newlands ⁽⁷⁾ Previous Director	2022	93,500	54,800	Nil	Nil	Nil	Nil	148,300
	2021	Nil	Nil	Nil	Nil	Nil	24,000	24,000
Sion Jones Previous Director ⁽⁸⁾	2022	114,583	27,400	Nil	Nil	Nil	Nil	141,983
	2021	Nil	Nil	Nil	Nil	Nil	Nil	Nil

Notes:

- (1) This table does not include any amount paid as reimbursement for expenses. Other than reimbursement for expenses, Directors do not currently receive cash based compensation.
- (2) Grant date fair value calculations are based on the Black-Scholes Option Pricing Model and weighted average assumptions. Option pricing models require the use of highly subjective estimates and assumptions including the expected stock price volatility. Changes in

the underlying assumptions can materially affect the fair value estimates and therefore, in management's opinion, existing models do not necessarily provide a reliable measure of the fair value of share- and option-based awards.

- (3) Mr. Peever has been a director of the Company since June 24, 2019.
- (4) Mr. Firus has been a director of the Company since October 11, 2019.
- (5) Mr. Golomb has been a director of the Company since July 7, 2022.
- (6) Mr. Samimi has been a director of the Company since July 7, 2022.
- (7) Mr. Newlands acted as director of the Company from June 23, 2021 to November 1, 2021. This item does not include performance warrants and PSUs issued in the year ended August 31, 2022 to a company controlled by Mr. Newlands that have \$nil value at August 31, 2022.
- (8) Mr. Jones acted as a director of the Company from November 1, 2021 to July 7, 2022. This item does not include the PSUs issued in the year ended August 31, 2022 to a company controlled by a family member of Mr. Jones that have \$nil value at August 31, 2022.

Incentive Plan Awards to Directors

Outstanding Option and Share-Based Awards

The following table sets out the outstanding option-based awards for each non-NEO director as at August 31, 2022:

Name and position	Option-Based Awards				Share-based Awards		
	No. of Common Shares underlying unexercised options	Option Exercise Price	Option expiration date	Value of unexercised in-the-money options ¹	Number of shares or units of shares that have not vested	Market or payout value of share-based awards that have not vested ⁽¹⁾	Market or payout value of vested share-based awards not paid out or distributed
Liam Firus Director	Nil	N/A	N/A	N/A	N/A	N/A	N/A
Bronson Peever Director	Nil	N/A	N/A	N/A	N/A	N/A	N/A
Vitaly Golomb Director	300,000	\$0.60	June 29, 2025	N/A	300,000 RSUs	\$180,000	nil
Shahab Samimi Director	10,000	\$0.60	July 6, 2025	N/A	N/A	N/A	N/A
Harrison Newlands ⁽²⁾ Previous Director	Nil	NA	N/A	N/A	666,668 PSUs	109,600	N/A
Sion Jones Previous Director	Nil	N/A	N/A	N/A	333,334 PSUs	\$54,800	\$27,400

Notes:

- (1) Each security entitles the holder to one Share upon exercise, vesting or release. For further information, please see "Equity Incentive Plan" Below.
- (2) 666,668 unvested PSUs remain to North King Capital, an entity controlled by Mr. Newlands.

Value Vested or Earned During the Year

The following table provides information regarding the value vested or earned on incentive plan awards for each non-NEO director during the fiscal year ended August 31, 2022:

Name	Option-Based Awards – Value vested during the year ⁽¹⁾ (\$)	Share-Based Awards – Value vested (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
Bronson Peever	N/A	N/A	N/A
Liam Firus	N/A	N/A	N/A
Vitaly Golomb	24,149	N/A	N/A
Shahab Samimi	871	N/A	N/A
Harrison Newlands ⁽²⁾	N/A	54,800	N/A
Sion Jones	N/A	27,400	N/A

Notes:

- (1) Value is based on the original value calculated and expensed in the financial statements using the Black-Scholes model or other valuation methodology
- (2) Awards issued to North King Capital, an entity controlled by Mr. Newlands.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table sets out, as of the end of the most recently completed financial year, all required information with respect to the Company's Omnibus Plan, being the Company's only equity compensation plan in effect:

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)
Equity compensation plans approved by securityholders	1,500,000 Options ⁽¹⁾	\$0.25	N/A ⁽²⁾
Equity compensation plans not approved by securityholders	935,000 stock options 1,876,336 PSUs 300,000 RSUs	\$0.40 N/A N/A	3,696,470 options 2,423,664 RSUs & PSUs
Total	4,611,336		6,120,134

Notes:

- (1) Options granted pursuant to the June 2021 Plan. See "*Stock Option and Other Incentive Plans*".
- (2) The June 2021 Plan has been replaced by the Omnibus Plan, so no further securities remain available under the June 2021 Plan.

STATEMENT OF CORPORATE GOVERNANCE**General**

The Board believes that good corporate governance improves corporate performance and benefits all shareholders. NP 58-201 provides non-prescriptive guidelines on corporate governance practices for reporting issuers such as the Company. In addition, NI 58-101 prescribes certain disclosure by the Company of its corporate governance practices. This disclosure is presented below.

Board of Directors

The Board facilitates its exercise of independent supervision over the Company's management through regular meetings. The Board is composed of five directors: David Bibby, Bronson Peever, Liam Firus, Vitaly Golomb and Shahab Samimi.

Mr. Bibby is not independent of the Company, as he is the Chief Executive Officer of the Company. Mr. Peever is also not independent of the Company, as he served as Chief Executive Officer of the Company until 2021. Mr. Firus is not independent of the Company because he has received compensatory fees other than as remuneration for acting in his capacity as a member of the Board. Messrs. Golomb and Samimi are independent of the Company.

To ensure that the Board can function independently of management, the Company will ensure its independent directors hold regular meetings or *in camera* sessions at which non-independent directors and members of management are not in attendance. Such meetings or *in camera* sessions will be held at every scheduled Board meeting, at a minimum, and at such other times as the circumstances so require. However, no such meetings have been held since the beginning of the Company's most recently completed financial year, given that the Company's independent directors have only recently been appointed to the Board.

The Board does not have a chair or a lead director. The Board believes it functions and can continue to function independently of management. The Board provides leadership for its independent directors through formal Board meetings, by encouraging the Company's independent directors to bring forth agenda items, and by providing the independent directors with access to senior management, outside advisors, and information regarding the Company's activities. The Board and its committees may meet in the absence of management at their discretion and the Board and any committee or member of the Board may engage outside advisors at the expense of the Company in appropriate circumstances.

During its most recently completed financial year, the Company held two Board meetings, which were attended by all directors, other than Messrs. Golomb and Samimi who had not yet been appointed to the Board at the time of such meetings.

Board Mandate

The Board adopted a board charter on July 7, 2022 (the “**Board Mandate**”). The Board Mandate requires that the Board maintain a supervisory role over management, and provides that the Board will have specific duties and responsibilities relating to:

- (a) strategic planning;
- (b) risk management (including monitoring of the Company's financial performance, financial reporting, financial risk management);
- (c) succession planning;
- (d) nomination matters;
- (e) corporate governance matters; and
- (f) communications and disclosure.

Composition of the Board is such that the independent directors have significant experience in corporate affairs. As a result, these Board members are able to provide significant and valuable independent supervision over management. Responsibility for day-to-day operations is delegated to management with the Board retaining responsibility for evaluating management's performance. Management is required to seek Board approval for major transactions.

Position Descriptions

The Board has not developed a separate written position description for the chair of each Board committee. The Company's Audit Committee and Compensation and Corporate Governance Committee are comprised of a majority of independent directors, which helps ensure that the views of the independent directors are effectively presented. The role of the chair of each committee is to preside over all meetings of the committee, lead the committee in regularly reviewing and assessing the adequacy of its mandate and its effectiveness in fulfilling its mandate, and report to the Board with respect to the activities of such committee. As the Board does not have a chair or lead director, the Board has not developed a written position description for the chair of the Board.

Similarly, there is no written position description for the CEO and CFO developed between the Board and such executive officers. The Board expects the CEO and the management team to be responsible for management of the Company's strategic and operational agenda and for executing on the decisions of the Board. The Board expects to be advised on a regular basis as to the results being achieved, and to be presented for approval, alternative plans and strategies, in keeping with evolving business conditions. In addition to those matters which by law and the Company's constituting documents must be approved by the Board, the prior approval of the Board, or of a committee of the Board to which approval authority has been delegated by the Board, is required for all matters of policy and all actions proposed to be taken by the Company which are not in the ordinary course of its operations or the approval of which has been delegated. In particular, the Board approves the appointment of all executive officers of the Company and approves all material transactions.

Orientation and Continuing Education

New Board members receive an orientation package which includes reports on operations and results, and any public disclosure filings by the Company, as may be applicable to orient new directors regarding the role of the Board, its committees and its directors and the nature of the operation of the Company's business. Board meetings are sometimes held at the Company's offices and, from time to time, are combined with presentations by the Company's management to give directors additional insight into the Company's business. In addition, management of the Company makes itself available for discussion with all Board members.

Ethical Business Conduct

The Board adopted a written code of conduct (the “**Code**”) on June 24, 2021 for its directors, officers and employees. The Code provides a set of ethical standards for conducting the business and affairs of the Company with honesty and in accordance with high ethical and legal standards. The Code addresses honest and ethical conduct, conflicts of interest, protection of the Company's assets, confidentiality, fair dealing with competitors, insider trading, compliance with laws and reporting any illegal or unethical behaviour. Any person subject to the Code will be required to avoid or fully disclose interests or relationships that may give rise to real, potential or the appearance of conflicts of interest.

The Board has found that this Code and the fiduciary duties placed on individual directors by the BCBCA and common law, in combination with the restrictions placed by applicable law on an individual director's participation in decisions of the Board in which a director or executive officer has a material interest will be sufficient to ensure that the Board operates independently of management and in the best interests of the Company.

Nomination and Compensation of Directors and Executive Officers

The Company has a Compensation and Corporate Governance Committee comprised of three directors, the majority of whom are persons determined by the Board to be independent directors, and which is charged with reviewing, overseeing and evaluating the Company's compensation, corporate governance and nominating policies. The Compensation and Corporate Governance Committee is composed of Shahab Samimi (chair), Vitaly Golomb and Liam Firus.

The Board has adopted a written charter setting forth the purpose, composition, authority and responsibility of the Compensation and Corporate Governance Committee. The Compensation and Corporate Governance Committee is also responsible for recruiting and identifying individuals qualified to become new Board members and making recommendations to the Board regarding new director nominees, annually or as required. In making such recommendations, the Compensation and Corporate Governance Committee will consider: (a) the competencies and skills that the Board considers to be necessary for the Board, as a whole, to possess; (b) the diversity of the Board and executive officer composition, including whether targets have been adopted for women, visible minorities, Aboriginal people and people with disabilities on the Board; (c) the competencies and skills that the Board considers each existing director to possess; and (d) the competencies and skills each new nominee will bring to the Board.

The Compensation and Corporate Governance Committee also assists the Board in reviewing and, where appropriate, recommending to the Board: the Company's overall executive compensation strategy in conjunction with the Chief Executive Officer, including competitive industry positioning, weighting of compensation elements and relationship of compensation to performance; the Chief Executive Officer's recommendation for all corporate compensation and benefit plans including proposed salary ranges, bonuses, stock options, and any other forms of compensation; the Chief Executive Officer's recommendation for salaries, budgets, organization and manpower plans, and succession planning; performance appraisals and overall compensation as recommended by the Chief Executive Officer for senior officers; after consultation with the Chief Executive Officer, appointment of new officers; the compensation of the Chief Executive Officer; and the adoption or amendments of incentive compensation plans and equity-based plans, including whether security holder approval should be obtained, subject to the advice of the Company's legal counsel.

In addition, the Compensation and Corporate Governance Committee has the responsibility of, among other things: establishing an appropriate system to evaluate the effectiveness of the Board as a whole as well as its committees and individual directors; monitoring conflicts of interest of both the Board and management; conducting periodic reviews of the Company's corporate governance policies and making policy recommendations aimed at enhancing Board and committee effectiveness; periodically reviewing the Board and committee mandates, and recommending to the Board that necessary changes be made; reviewing and recommending to the Board the appropriate structure, size, composition, mandate and members for Board committees, and the procedures to ensure that the Board and its committees function independently of management; providing the Board with updates on developments in corporate governance; reviewing monitoring and making recommendations regarding new director orientation and ongoing development of existing directors; and reviewing reports regarding unethical behaviour.

Majority Voting Policy

The Company has adopted a majority voting policy which requires that any nominee for director who receives a greater number of votes withheld than for his or her election shall tender his or her resignation to the Board following the meeting of shareholders at which the directors were elected. This policy applies only to uncontested elections, meaning elections where the number of nominees for director is equal to the number of directors being elected. The Board considers the resignation, and whether or not it should be accepted. In doing so, the Board considers any stated reasons as to why shareholders withheld votes from the election of the relevant director, continued compliance with applicable corporate and securities laws, if the director is a key member of an established, active special committee which has a defined term or mandate and accepting the resignation of such director would jeopardize the achievement of the special committee's defined term or mandate, and any other factors that the members of the Board consider relevant. The nominee shall not participate in any committee or Board deliberations pertaining to the consideration of the resignation. Resignations are expected to be promptly accepted except in situations where extraordinary circumstances warrant the applicable director continuing to serve as a member of the Board. The Board shall disclose its election decision, via press release, within 90 days of the applicable meeting

at which directors were elected. If a resignation is accepted, the Board may appoint a new director to fill the vacancy created by the resignation.

Advance Notice Policy

The Company has adopted an advance notice policy, pursuant to an amendment to the Company's articles on June 23, 2021, which contains certain advance notice provisions with respect to the election of directors (the "**Advance Notice Provisions**"). The Advance Notice Provisions are intended to: (i) facilitate orderly and efficient annual general meetings or, where the need arises, special meetings; (ii) ensure that all shareholders receive adequate notice of Board nominations and sufficient information with respect to all nominees; and (iii) allow shareholders to register an informed vote. Only persons who are nominated by shareholders in accordance with the Advance Notice Provisions will be eligible for election as directors at any annual meeting of shareholders, or at any special meeting of shareholders if one of the purposes for which the special meeting was called was the election of directors.

Under the Advance Notice Provisions, a shareholder wishing to nominate a director is required to provide notice, in the prescribed form, within the prescribed time periods. These time periods include: (i) in the case of an annual meeting of shareholders (including annual and special meetings), not less than 30 days and not more than 65 days prior to the date of the annual meeting of shareholders; provided, that if the first public announcement of the date of the annual meeting of shareholders (the "**Notice Date**") is less than 50 days before the meeting date, not later than 5 p.m. PST on the 10th day following the Notice Date; and (ii) in the case of a special meeting (which is not also an annual meeting) of shareholders called for any purpose which includes electing directors, not later than 5 p.m. PST on the 15th day following the Notice Date.

Other Board Committees

The Board has two committees: the Audit Committee and the Compensation and Corporate Governance Committee. The Board has no other committees.

Assessments

Due to the minimal size of the Board, no formal policy has been established to monitor the effectiveness of the directors, the Board and its committees. However, discussions pertaining to (i) the efficiency of the Board and of its committees, and (ii) the participation and the input of the members thereto are held regularly in lieu of a formal assessment. It is anticipated that the Compensation and Corporate Governance Committee will be responsible for implementing an assessment process which assessment will include each director's contribution, qualification as an independent director, as well as diversity, skills and experience in the context of the needs of the Board.

AUDIT COMMITTEE AND RELATIONSHIP WITH AUDITORS

The Audit Committee is a standing committee of the Board, the primary function of which is to assist the Board in fulfilling its financial oversight responsibilities, which will include monitoring the quality and integrity of the Company's financial statements and the independence and performance of the Company's external auditor, acting as a liaison between the Board and the Company's external auditor, reviewing the financial information that will be publicly disclosed and reviewing all audit processes and the systems of internal controls management and the Board have established. NI 52-110 requires the Company to disclose annually in its information circular certain information concerning the constitution of its audit committee and its relationship with its independent auditor.

The Audit Committee's Charter

The Board has adopted an Audit Committee Charter, which sets out the Audit Committee's mandate, organization, powers and responsibilities. The full text of the Audit Committee Charter is attached as Schedule "A" to this Circular.

Composition of the Audit Committee

The members of the Company's Audit Committee are:

Shahab Samimi (Chair)	Independent ⁽¹⁾	Financially literate ⁽²⁾
Vitaly Golomb	Independent ⁽¹⁾	Financially literate ⁽²⁾
Liam Firus	Not Independent ⁽¹⁾	Financially literate ⁽²⁾

Notes:

- (1) A member of an audit committee is independent if the member has no direct or indirect material relationship with the Company. Mr. Firus is not independent of the Company because he has received compensatory fees other than as

remuneration for acting in his capacity as a member of the Board. Messrs. Samimi and Golomb are independent of the Company.

- (2) An individual is financially literate if they have the ability to read and understand a set of financial statements that present a breadth of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company's financial statements.

Relevant Education and Experience

Each member of the Company's present Audit Committee has adequate education and experience that is relevant to their performance as an Audit Committee member and, in particular, the requisite education and experience that have provided the member with:

- (a) an understanding of the accounting principles used by the Company to prepare its financial statements and the ability to assess the general application of those principles in connection with estimates, accruals and reserves;
- (b) experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the Company's financial statements or experience actively supervising individuals engaged in such activities; and
- (c) an understanding of internal controls and procedures for financial reporting.

In particular:

- Liam Firus's work with Rockbank Capital Corp. since May 2020, providing corporate finance advisory services to private and public companies, and his previous work in business development with Northbay Capital Partners, a full-service merchant bank, from May 2018 to May 2020, have provided Mr. Firus with significant experience that is relevant to his performance as an Audit Committee member. In addition, Mr. Firus studied business and finance at Athabasca University.
- Shahab Samimi's work in corporate finance as a Principal at 7 Gate Ventures, a venture capital firm based in Vancouver and Silicon Valley, where he focuses on sourcing, reviewing, executing, and monitoring a portfolio of investments, has provided him with sufficient experience to serve as an Audit Committee member. In addition, Mr. Samimi has obtained an Executive MBA from the Beedie School of Business at Simon Fraser University.
- Vitaly Golomb is a banker with over 20 years of experience as a CEO, venture capitalist and M&A advisor. Mr. Golomb has been a partner at Drake Star, a global technology investment bank, since September 2020, where he leads the Mobility & Sustainability practice. Before joining Drake Star, Mr. Golomb was the Founder and Managing Partner of GS Capital and a Founding Partner of HP Tech Ventures, the venture capital arm of the multinational IT company, HP Inc. In addition, Mr. Golomb holds a certificate from the Venture Capital Executive Program at the University of California, Berkely, Haas School of Business. Mr. Golomb's professional and educational experience has provided him with the skills required to serve as an effective Audit Committee member.

Audit Committee Oversight

At no time since the commencement of the Company's most recently completed financial year was a recommendation of the Committee to nominate or compensate an external auditor not adopted by the Board of Directors.

Reliance on Certain Exemptions

The Company has relied upon the exemption provided in section 6.1 of NI 52-110, which states that the Company, as a venture issuer (as defined in NI 52-110) is not required to comply with Part 3 (*Composition of the Audit Committee*) and Part 5 (*Reporting Obligations*). Pursuant to section 6.1.1(3) of NI 52-110, a majority of the members of the Audit Committee are not executive officers, employees or control persons of the Company or of an affiliate of the Company.

The Company is considered a venture issuer for the purposes of NI 52-110 because at the end of its most recently completed financial year, the Company did not have any of its securities listed or quoted on any of the Toronto Stock Exchange, Aequitas NEO Exchange Inc., a U.S. marketplace, or a marketplace outside of Canada and the

United States of America other than the Alternative Investment Market of the London Stock Exchange or the PLUS markets operated by the PLUS Markets Group plc.

At no time since the commencement of the Company's most recently completed financial year has the Company relied on the exemption in Section 2.4, 3.2, 3.3(2), 3.4, 3.5, 3.6, or 3.8 of NI 52-110, or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110.

Pre-Approval Policies and Procedures

The Audit Committee is authorized by the Board to review the performance of the Company's external auditors and approve, in advance, the provision of services other than auditing and to consider the independence of the external auditors, including a review of the range of services provided in the context of all consulting services bought by the Company. The Audit Committee is authorized to approve in writing any non-audit services or additional work which the Chairman of the Audit Committee deems is necessary, and the Chairman will notify the other members of the Audit Committee of such non-audit or additional work and the reasons for such non-audit work for the Audit Committee's consideration, and if thought fit, approval in writing.

External Auditor Service Fees (By Category)

The table below sets out all fees billed by the Company's external auditor in each of the last two fiscal years. In the table "Audit Fees" are fees billed by the Company's external auditor for services provided in auditing the Company's financial statements for the fiscal year. "Audit-Related Fees" are fees not included in Audit Fees that are billed by the auditor for assurance and related services that are reasonably related to the performance of the audit or review of the Company's financial statements. "Tax Fees" are fees billed by the Company's external auditors for professional services rendered for tax compliance, tax advice and tax planning. "All Other Fees" are fees billed by the external auditor for products and services not included in the foregoing categories:

Financial Year Ended	Audit Fees	Audit-Related Fees	Tax Fees	All Other Fees
August 31, 2022	\$131,615	Nil	\$2,750	Nil
August 31, 2021	\$6,073	Nil	\$945	Nil
August 31, 2020	\$6,000	Nil	Nil	Nil

INDEBTEDNESS OF DIRECTORS AND SENIOR OFFICERS

As at August 31, 2022 there was no indebtedness outstanding with any current or former Director, executive officer or employee of the Company or its subsidiaries which is owing to the Company or its subsidiaries, or which is owing to another entity which indebtedness is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or its subsidiaries, entered into in connection with a purchase of securities or otherwise.

No individual who is, or at any time during the most recently completed financial year was, a Director or executive officer of the Company, no proposed nominee for election as a Director of the Company and no associate of such persons:

- (i) is or at any time since the beginning of the most recently completed financial year has been, indebted to the Company or its subsidiaries; or
- (ii) is indebted to another entity, which indebtedness is, or at any time since the beginning of the most recently completed financial year has been, the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or its subsidiaries, in relation to a securities purchase program or other program.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as stated herein, no informed person, director, executive officer, nominee for director, any person who beneficially owns, directly or indirectly, Shares carrying more than 10% of the voting rights attached to all outstanding Shares of the Company, nor any associate or affiliate of such persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any transactions or any proposed transactions which has materially affected or would materially affect the Company.

MANAGEMENT CONTRACTS

Other than as disclosed elsewhere in this Circular, there are no management functions of the Company or its subsidiaries which are to any substantial degree performed by a person or company other than the directors or executive officers (or private companies controlled by them, either directly or indirectly) of the Company.

PARTICULARS OF OTHER MATTERS TO BE ACTED UPON

Equity Incentive Plan

On February 22, 2022, the Board approved its current equity incentive plan, the Omnibus Plan. See “*Stock Option and Other Incentive Plans – Current Equity Incentive Plan*”. On October 21, 2022, the Board approved amendments to the Omnibus Plan (as amended, the “**Amended Plan**”) to amend existing limits on Shares reserved for issuance under the Amended Plan. In particular, the Board approved an increase in the number of Shares reserved for issuance under RSUs and PSUs (defined below) from 4,300,000 Shares to 6,100,000 Shares. The Board determined it was in the best interests of the Company to adopt the Amended Plan to provide the Company the ability and flexibility to offer additional equity rewards as part of its need to retain a competitive compensation structure for its directors, officers, executives, employees, consultants and service providers.

Pursuant to the terms of the Amended Plan, in addition to the ability to award stock options (“**Options**”) to acquire Shares of the Company, the Company has the availability to award restricted share units (“**RSUs**”), and performance share units (“**PSUs**” and, together with RSUs, “**Performance-Based Awards**”). The Amended Plan is considered an “evergreen” plan, since the Shares covered by Options and Performance-Based Awards (together, “**Awards**”) which have been exercised, settled or terminated shall be available for subsequent grants under the Amended Plan and the number of Awards available to grant increases as the number of issued and outstanding Shares increases.

Capitalized terms used herein that are not otherwise defined shall have the meaning given to them in the Amended Plan, which is attached to this Information Circular as Schedule “C”.

The key provisions of the Amended Plan can be summarized as follows:

1. Directors, key employees (“**Key Employees**”), and consultants (“**Consultants**”) are eligible to participate in the Amended Plan. Eligibility to participate does not confer any Director, Key Employee, or Consultant any right to receive any grant of an Award pursuant to the Amended Plan. The extent to which any Director, Key Employee or Consultant is entitled to receive a grant of an Award pursuant to the Amended Plan will be determined in the sole and absolute discretion of the Board.
2. The maximum number of Shares reserved and available for grant and issuance pursuant to Options under the Amended Plan shall not exceed 10% of the number of Shares of the Company issued and outstanding as of each award date, inclusive of all Shares reserved for issuance pursuant to previously granted Awards.
3. The maximum number of Shares reserved and available for grant and issuance pursuant to Performance-Based Awards under the Amended Plan shall not exceed 6,100,000 Shares of the Company, inclusive of all Shares reserved for issuance pursuant to previously granted Performance-Based Awards, which is equal to approximately 10% of the issued and outstanding Shares as at the date of this Circular.
4. Awards of Options, RSUs and PSUs may be made under the Amended Plan. All Awards are subject to the conditions, limitations, restrictions, exercise price, vesting, settlement and forfeiture provisions determined in the sole and absolute discretion of the Board, subject to such limitations provided in the Amended Plan, and will generally be evidenced by an award agreement (an “**Award Agreement**”). In addition, subject to the limitations of the Amended Plan and in accordance with applicable law and the policies of the NEO Exchange Inc. (the “**Exchange**”), the Board may accelerate or defer the vesting or payment of Awards, cancel or modify outstanding Awards, and waive any condition imposed with respect to Awards or Shares issued pursuant to Awards.
5. Where, in the case of a Key Employee, a Participant's employment is terminated by the Company or a Subsidiary for cause, all Awards granted to the Participant under the Amended Plan will immediately terminate without payment, be forfeited and cancelled and shall be of no further force or effect as of the termination date.
6. Where a Participant (i) in the case of a Key Employee, is terminated without cause, by voluntary termination or due to Retirement, (ii) in the case of a Director, ceases to be a Director for any reason, or (iii) in the case of a Consultant, ceases to be a Consultant for any reason, all Options granted to the Participant under the Amended Plan that have not vested will immediately terminate without payment, be forfeited and cancelled

and shall be of no further force or effect as of the termination date; provided, however, that any Options granted to such Participant which, prior to the Participant termination, had vested pursuant to the terms of the applicable Award Agreement will accrue to the Participant and shall be exercisable by such Participant at any time during the period that terminates on the earlier of: (A) the expiry date of such Options; and (B) in the case of Key Employees and Directors, 90 days following the termination date, and in the case of Consultants, 30 days following the termination date. Where a Participant (i) in the case of a Key Employee, is terminated without cause, by voluntary termination or due to Retirement, (ii) in the case of a Director, ceases to be a Director for any reason, or (iii) in the case of a Consultant, ceases to be a Consultant for any reason, all Performance-Based Awards granted to the Participant which, prior to the Participant's termination, have not vested, will immediately and automatically be forfeited and cancelled without further action and without any cost or payment granted to the Participant, and the Participant shall have no right, title or interest therein whatsoever as of the termination date.

7. Where in the case of a Key Employee, a Participant becomes disabled, then any Option or Performance-Based Award held by the Participant will continue to vest in accordance with the terms of such Award; provided, however, no Awards may be redeemed during a leave of absence. Where a Key Employee's employment is terminated due to Disability, all Awards granted to the Participant under the Amended Plan that have not vested will, unless the applicable Award Agreement provides otherwise and subject to the other provisions of the Amended Plan, immediately terminate without payment, be forfeited and cancelled and shall be of no further force or effect as of the termination date; *provided, however*, that any Options granted to such Participant which, prior to the Participant's termination due to Disability, had vested pursuant to terms of the applicable Award Agreement will accrue to and shall be exercisable by such Participant at any time during the period that terminates on the earlier of: (A) the expiry date of such Options; and (B) 90 days following the termination date.
8. Where a Participant's employment, consulting agreement or arrangement is terminated by reason of the death of the Participant, then any Performance-Based Award granted to the Participant which, prior to the Participant's death, have not vested, will immediately and automatically be forfeited and cancelled without further action and without any cost or payment, and the Participant or his or her estate, as the case may be, shall have no right, title or interest therein whatsoever. Other than as may be set forth in the applicable Award Agreement, upon the death of a Participant, any Options granted to such Participant which, prior to the Participant's death, have not vested, will be immediately and automatically forfeited and cancelled without further action and without any cost or payment, and the Participant or his or her estate, as the case may be, shall have no right, title or interest therein whatsoever. Any Options granted to such Participant which, prior to the Participant's death, had vested pursuant to the terms of the applicable Award Agreement will accrue to the Participant's estate and shall be exercisable by such Participant's estate at any time during the period that terminates on the earlier of: (i) the expiry date of such Options; and (ii) the first anniversary of the date of the death of such Participant.
9. No Awards granted under the Amended Plan or any right thereunder or in respect thereof shall be transferable or assignable (other than upon the death of the Participant).
10. The total number of Shares issuable to any Participant under the Amended Plan, within any one-year period, together with Shares reserved for issuance to such Participant (and to companies wholly-owned by that Participant) under all of the Company's other Security-Based Compensation Arrangements, shall not exceed five (5%) percent of the issued and outstanding Shares (calculated on the Grant Date).
11. The total number of Shares issuable to Insiders under the Amended Plan, within any one-year period and at any time under the Amended Plan, together with Shares reserved for issuance to Insiders within any one-year period and at any time under all of the Company's other Security-Based Compensation Arrangements, shall not exceed ten (10%) percent of the issued and outstanding Shares. Any Awards granted pursuant to the Amended Plan, prior to the Participant becoming an Insider, shall be excluded for the purposes of the limits set out in the Amended Plan.
12. The Board shall have the authority to determine the vesting terms applicable to the grants of Options. All RSUs will vest and become payable by the issuance of Shares at the end of the Restriction Period if all applicable restrictions have lapsed, as such restrictions may be specified in the Award Agreement. All PSUs will vest and become payable to the extent that the performance criteria set forth in the Award Agreement are satisfied for the performance cycle, the determination of which satisfaction shall be made by the Board on the determination date.

13. The Exercise Price for Shares that are the subject of any Option shall be fixed by the Board when such Option is granted, but shall not be less than the Market Price of such Shares on the Grant Date.
14. Each Option shall, unless sooner terminated, expire on a date to be determined by the Board which will not exceed 10 years from the date the Option is granted.

The rules of the Exchange require that, if a listed issuer has a security-based compensation plan that does not have a fixed maximum aggregate number of securities issuable under such plan (including an evergreen plan), the shareholders of the listed issuer must approve and re-affirm the unallocated awards under the plan every three years. Further, the rules of the Exchange require that any amendment to a material term of a security-based compensation plan be approved by the listed issuer's shareholders.

Shareholders will therefore be asked to consider and, if thought advisable, pass an ordinary resolution of Shareholders approving the Amended Plan and all unallocated Awards under such plan (the "**Amended Plan Resolution**"). The Amended Plan Resolution requires the approval of a simple majority of the votes cast by the Shareholders voting in person or by proxy at the Meeting.

At the Meeting Shareholders will be asked to consider and approve the following ordinary resolution, with or without modification:

"RESOLVED, AS AN ORDINARY RESOLUTION OF SHAREHOLDERS THAT:

1. The Company's amended Equity Incentive Plan (the "**Plan**"), as set forth in the Company's Information Circular dated October 24, 2022 (the "**Information Circular**"), is hereby confirmed, ratified and approved as the equity compensation plan of the Company.
2. The reservation for issuance from treasury pursuant to stock options under the Plan of up to 10% of the issued and outstanding common shares of the Company from time to time is hereby ratified, confirmed and approved.
3. The reservation for issuance from treasury pursuant to restricted share units and performance share units under the Plan of up to 6,100,000 common shares of the Company is hereby ratified, confirmed and approved.
4. All unallocated awards issuable under the Plan be approved and authorized until the third anniversary of the adoption of the present resolution by the shareholders of the Company, being November 28, 2025.
5. The Company's board of directors (the "**Board**") be and is hereby authorized in its absolute discretion to administer the Plan and amend or modify the Plan in accordance with its terms and conditions and with the policies of the NEO Exchange (the "**NEO**").
6. Any one director or officer of the Company be and is hereby authorized and directed to do 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 or her opinion may be necessary or desirable to give effect to the foregoing resolutions, including, without limitation, making any changes to the Plan required by the NEO or applicable securities regulatory authorities and to complete all transactions in connection with the administration of the Plan."

In order to be passed, the Amended Plan Resolution must be approved by a majority of the aggregate votes cast by the holders of Shares at the Meeting. **Management recommends that the Company's Shareholders vote "FOR" the Amended Plan Resolution.**

ADDITIONAL INFORMATION

Additional information concerning the Company can be found on SEDAR at www.sedar.com

Financial information relating to the Company is provided in the Company's audited financial statements and the management discussion and analysis ("MD&A") for the years ended August 31, 2021 and August 31, 2022. Shareholders may download the financial statements and MD&A from SEDAR (www.sedar.com) or contact the Company directly to request copies of the financial statements and MD&A by: (i) mail at #35 – 20327 72B Avenue, Langley, BC V2Y 4J6; or (ii) e-mail (diana@greystonecorp.com).

DATED at Vancouver, British Columbia this 24th day of October 2022.

BY ORDER OF THE BOARD

/s/ "David Bibby"
President, CEO & Director

Schedule "A"
to the Information Circular of Hypercharge Networks Corp.

AUDIT COMMITTEE CHARTER

AUDIT COMMITTEE CHARTER

This audit committee charter (the “Charter”) sets forth the purpose, composition, responsibilities, duties, powers and authority of the Audit Committee (the “Committee”) of the Board of Directors (the “Board”) of Hypercharge Networks Corp. (“Hypercharge”).

1.0 Purpose

The purpose of the Committee is to assist the Board in fulfilling its oversight responsibilities with respect to:

- financial reporting and disclosure requirements;
- ensuring that an effective risk management and financial control framework has been implemented and tested by management of Hypercharge; and
- external and internal audit processes.

2.0 Composition and Membership

- (a) The Board will appoint the members (“Members”) of the Committee after the annual general meeting of shareholders of Hypercharge. The Members will be appointed to hold office until the next annual general meeting of shareholders of Hypercharge or until their successors are appointed. The Board may remove a Member at any time and may fill any vacancy occurring on the Committee. A Member may resign at any time and a Member will cease to be a Member upon ceasing to be a director.
- (b) The Committee will consist of at least three directors with a majority meeting the criteria for independence and financial literacy established by applicable laws and the rules of Multilateral Instrument 52-110 – Audit Committees. In addition, each director will be free of any relationship which could, in the view of the Board, reasonably interfere with the exercise of a member’s independent judgment.
- (c) The Board will appoint one of the Members to act as the Chairman of the Committee. The secretary of Hypercharge (the “Secretary”) will be the secretary of all meetings and will maintain minutes of all meetings and deliberations of the Committee. In the absence of the Secretary at any meeting, the committee will appoint another person who may, but need not, be a Member to be the secretary of that meeting.

3.0 Meetings

- (a) Meetings of the Committee will be held at such times and places as the Chairman may determine, but in any event not less than four (4) times per year. Twenty-four (24) hours advance notice of each meeting will be given to each Member orally, by telephone, by facsimile or email, unless all Members are present and waive notice, or if those absent waive notice before or after a meeting. Members may attend all meetings either in person or by conference call.
- (b) At the request of the external auditors of Hypercharge, the Chief Executive Officer or the Chief Financial Officer of Hypercharge or any member of the Committee, the Chairman will convene a meeting of the Committee. Any such request will set out in reasonable detail the business proposed to be conducted at the meeting so requested.

- (c) The Chairman, if present, will act as the Chairman of meetings of the Committee. If the Chairman is not present at a meeting of the Committee, then the Members present may select one their number to act as Chairman of the meeting.
- (d) Two Members will constitute a quorum for a meeting of the Committee. Each Member will have one vote and decisions of the Committee will be made by an affirmative vote of the majority. The Chairman will not have a deciding or casting vote in the case of an equality of votes. Powers of the Committee may also be exercised by written resolution signed by all Members.
- (e) The Committee may invite, from time to time, such persons as it sees fit to attend its meetings and to take part in the discussion and consideration of the affairs of the Committee. The Committee will meet in camera without management at each meeting of the Committee.
- (f) In advance of every regular meeting of the Committee, the Chairman, with the assistance of the Secretary, will prepare and distribute to the Members and others as deemed appropriate by the Chairman, an agenda of matters to be addressed at the meeting together with appropriate briefing materials. The Committee may require officers and employees of Hypercharge to produce such information and reports as the Committee may deem appropriate in order to fulfill its duties.

4.0 Duties and Responsibilities

The duties and responsibilities of the Committee as they relate to the following matters are to:

4.1 Financial Reporting and Disclosure

- a) Review, and recommend to the Board for approval, the audited annual financial statements including the auditors' report thereon, the quarterly financial statements and the annual and quarterly management discussion and analyses;
- b) review and recommend to the Board for approval, where appropriate, financial information contained in any prospectuses, annual information forms, annual report to shareholders, management proxy materials, material change disclosures of a financial nature and similar disclosure documents;
- c) review with management of Hypercharge and with external auditors significant accounting principles and disclosure issues and alternative treatments under International Financial Reporting Standards ("IFRS") all with a view to gaining reasonable assurance that financial statements are accurate, complete and present fairly Hypercharge's financial position and the results of its operations in accordance with IFRS; and
- d) annually review Hypercharge's corporate disclosure policy and recommend any proposed changes to the Board for consideration.

4.2 Internal Controls and Audit

- a) review and assess the adequacy and effectiveness of Hypercharge's system of internal control and management information systems through discussions with management and the external auditor to ensure that Hypercharge maintains: (i) the necessary books, records and accounts in sufficient detail to accurately and fairly reflect Hypercharge's transactions; (ii) effective internal control systems; and (iii) adequate processes for assessing the risk of material misstatement of the financial statement and for detecting control weaknesses or fraud. From time to time the Committee will assess whether a

formal internal audit department is necessary or desirable having regard to the size and stage of development of Hypercharge at any particular time;

- b) satisfy itself that management has established adequate procedures for the review of Hypercharge's disclosure of financial information extracted or derived directly from Hypercharge's financial statements;
- c) satisfy itself that the adequacy of internal controls, systems and procedures has been periodically assessed in order to ensure compliance with regulatory requirements and recommendations;
- d) review and discuss Hypercharge's major financial risk exposures and the steps taken to monitor and control such exposures, including the use of any financial derivatives and hedging activities;
- e) review and assess, and in the Committee's discretion, make recommendations to the Board regarding the adequacy of Hypercharge's risk management policies and procedures with regard to identification of Hypercharge's principal risks and implementation of appropriate systems to manage such risks including an assessment of the adequacy of insurance coverage maintained by Hypercharge; and
- f) review and assess annually, and in the Committee's discretion, make recommendations to the Board regarding Hypercharge's investment policy.

4.3 External Audit

- a) recommend to the Board a firm of external auditors to be engaged by Hypercharge;
- b) ensure the external auditors report directly to the Committee on a regular basis;
- c) review the independence of the external auditors, including a written report from the external auditors respecting their independence and consideration of applicable auditor independence standards;
- d) review and approve the fee, scope and timing of the audit and other related services rendered by the external auditors;
- e) review the audit plan of the external auditors prior to the commencement of the audit;
- f) establish and maintain a direct line of communication with Hypercharge's external and internal auditors;
- g) meet in camera with only the auditors, with only management, and with only the members of the Committee at every Committee meeting whose purpose is to review the Annual Financial Statements of the Company;
- h) review the performance of the external auditors who are accountable to the Committee and the Board as representatives of the shareholders, including the lead partner of the independent auditors team;
- i) oversee the work of the external auditors appointed by the shareholders of Hypercharge with respect to preparing and issuing an audit report or performing other audit, review or attest services for Hypercharge, including the resolution of issues between management of Hypercharge and the external auditors regarding financial disclosure;
- j) review the results of the external audit and the report thereon including, without limitation, a discussion with the external auditors as to the quality of accounting principles used, any alternative treatments of financial information that have been discussed with management of Hypercharge, the ramifications of their use as well as any other material changes.

Review a report describing all material written communication between management and the auditors such as management letters and schedule of unadjusted differences;

- k) discuss with the external auditors their perception of Hypercharge's financial and accounting personnel, records and systems, the cooperation which the external auditors received during the course of their review and availability of records, data and other requested information and any recommendations with respect thereto;
- l) review the reasons for any proposed change in the external auditors which is not initiated by the Committee or Board and any other significant issues related to the change, including the response of the incumbent auditors, and enquire as to the qualifications of the proposed auditors before making its recommendations to the Board.

4.4 Associated Responsibilities

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

4.5 Non-Audit Services

Pre-approve all non-audit services to be provided to Hypercharge or any subsidiary entities by its external auditors or by the external auditors of such subsidiary entities. The Committee may delegate to one or more of its members the authority to pre-approve non-audit services but pre-approval by such member or members so delegated shall be presented to the full audit committee at its first scheduled meeting following such pre-approval.

4.6 Oversight Function

While the Committee has the responsibilities and powers set forth in this Charter, it is not the duty of the Committee to plan or conduct audits or to determine that Hypercharge's financial statements are complete and accurate or are in accordance with IFRS and applicable rules and regulations. These are the responsibilities of Management and the external auditors. The Committee, the Chairman and any Members identified as having accounting or related financial expertise are members of the Board, appointed to the Committee to provide broad oversight of the financial, risk and control related activities of Hypercharge, and are specifically not accountable or responsible for the day-to-day operation or performance of such activities. Although the designation of a Member as having accounting or related financial expertise for disclosure purposes is based on that individual's education and experience, which that individual will bring to bear in carrying out his or her duties on the Committee, such designation does not impose on such person any duties, obligations or liability that are greater than the duties, obligations and liability imposed on such person as a member of the Committee and Board in the absence of such designation. Rather, the role of a Member who is identified as having accounting or related financial expertise, like the role of all Members, is to oversee the process, not to certify or guarantee the internal or external audit of Hypercharge's financial information or public disclosure.

5.0 Reporting

The Chairman will report to the Board at each Board meeting on the Committee's activities since the last Board meeting. The Committee will annually review and approve the Committee's report for inclusion in the management proxy circular. The Secretary will circulate the minutes of each meeting of the Committee to the members of the Board.

6.0 Access to Information and Authority

The Committee will be granted unrestricted access to all relevant information regarding Hypercharge and all directors, officers and employees will be directed to cooperate as requested by members of the Committee. The Committee has the authority to retain, at Hypercharge's expense and at a reasonable cost, independent legal, financial and other advisors, consultants and experts, where necessary, to assist the Committee in fulfilling its duties and responsibilities. The Committee also has the authority to communicate directly with internal and external auditors.

7.0 Review of Charter

The Committee will annually review and assess the adequacy of this Charter and recommend any proposed changes to the Board for consideration.

Approved by: Board of Directors June 24, 2021

**Schedule “B”
to the Information Circular of Hypercharge Networks Corp.**

NI 51-102 AUDITOR REPORTING PACKAGE



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DALE MATHESON CARR-HILTON LABONTE LLP
CHARTERED PROFESSIONAL ACCOUNTANTS

April 14, 2022

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Alberta Securities Commission
Suite 600, 250 – 5th Street S.W.
Calgary, Alberta T2P 0R4

Dear Sirs:

Re: Hypercharge Networks Corp. (the "Company")
Notice Pursuant to National Instrument 51-102 - Change of Auditor

As required by the National Instrument 51-102 and in connection with our resignation as auditor of the Company, we have reviewed the information contained in the Company's Notice of Change of Auditor, dated April 14, 2022 and agree with the information contained therein, based upon our knowledge of the information relating to the said notice and of the Company at this time.

Yours very truly,

DALE MATHESON CARR-HILTON LABONTE LLP
CHARTERED PROFESSIONAL ACCOUNTANTS



Crowe MacKay LLP
Member Crowe Horwath International

1100, 1177 West Hastings Street
Vancouver, BC V6E 4T5
+1.604.687.4511 Tel
+1.604.687.5805 Fax
+1.800.351.0426 Toll Free
www.crowemackay.ca

April 14, 2022

British Columbia Securities Commission
Alberta Securities Commission

Dear Sirs/Mesdames:

Re: Hypercharge Networks Corp. – Notice of Change of Auditors

As required by National Instrument 51-102, we confirm that we have reviewed the information contained in the Notice of Change of Auditors ("the Notice") dated March 31, 2012 by Hypercharge Networks Corp. ("the Corporation") and, based on our knowledge of such information at this time, we agree with the information contained in the Notice.

We understand that a copy of the Notice and this letter will be provided to the shareholders of the Corporation.

Yours very truly,

"Crowe MacKay LLP"

Crowe MacKay LLP
Chartered Professional Accountants

NOTICE OF CHANGE OF AUDITOR
(National Instrument 51-102)

TO: British Columbia Securities Commission
Alberta Securities Commission

AND TO: Dale Matheson Carr-Hilton Labonte LLP, Chartered Professional Accountants
("DMCL")

RE: Change of Auditor Notice under Section 4.11(5) of National Instrument 51-102 Continuous Disclosure Obligations

Hypercharge Solutions Inc. (the "**Company**") hereby gives notice pursuant to National Instrument 51-102 – *Continuous Disclosure Obligations* ("**NI 51-102**") that:

1. The Board has determined it is in the best interests of the Company to change its auditor from Dale Matheson Carr-Hilton Labonte LLP ("DMCL") of Suite 1500-1140 West Pender Street, Vancouver, BC V6E 4G1 to Crowe MacKay LLP of Suite 1100, 1177 West Hastings Street, Vancouver, BC V6E 4T5.
2. The effective date of said change of auditor is March 31, 2022.
3. DMCL have resigned due to scheduling conflicts.
4. The resignation of DMCL and the appointment of Crowe MacKay LLP have been approved by the Company's Board of Directors.
5. None of the reports of DMCL on any of the Company's financial statements relating to the "relevant period" (as such term is defined in section 4.11(1) of NI 51-102) expressed a modified opinion.
6. There has not been a "reportable event" (as such term is defined in section 4.11(1) of NI 51-102), which occurred in connection with the audit of the financial years ended August 31, 2020 and August 31, 2021, or for any period subsequent thereto.
7. The contents of this Notice of Change of Auditor have been reviewed and approved by the Board.

Dated this 14th day of April 2022.

HYPERCHARGE NETWORKS CORP.

/s/ "David Bibby"

David Bibby
President & CEO

SCHEDULE “C”
to the Information Circular of Hypercharge Networks Corp.
AMENDED EQUITY INCENTIVE PLAN

HYPERCHARGE NETWORKS CORP.

(the “**Company**”)

AMENDED EQUITY INCENTIVE PLAN

SECTION 1 - ESTABLISHMENT AND PURPOSE OF THIS PLAN

The purpose of this equity incentive plan (the “**Plan**”) is to promote the long-term success of the Company and the creation of shareholder value by: (i) encouraging the attraction and retention of Directors, Key Employees and Consultants of the Company and its Subsidiaries; (ii) encouraging such Directors, Key Employees and Consultants to focus on critical long-term objectives; and (iii) promoting greater alignment of the interests of such Directors, Key Employees and Consultants with the interests of the Company.

To this end, this Plan provides for the grant of Options, Restricted Share Units, and Performance Share Units to Directors, Key Employees and Consultants of the Company, all as further described in this Plan.

SECTION 2 - DEFINITIONS

2.1 Definitions

As used in this Plan, the following terms shall have the meanings set forth below:

- (a) “**Award**” means any award of Options, Restricted Share Units or Performance Share Units granted under this Plan;
- (b) “**Award Agreement**” means any written agreement, contract, or other instrument or document, including an electronic communication, as may from time to time be designated by the Company as evidencing any Award granted under this Plan;
- (c) “**Board**” means the board of directors of the Company;
- (d) “**Change of Control**” means the acquisition by any person or by any person and a joint actor, whether directly or indirectly, of voting securities (as such terms are interpreted in the *Securities Act*) of the Company, which, when added to all other voting securities of the Company at the time held by such person or by such person and a person “acting jointly or in concert” with another person, as that phrase is interpreted in National Instrument 62-103, totals for the first time not less than fifty (50%) percent of the outstanding voting securities of the Company or the votes attached to those securities are sufficient, if exercised, to elect a majority of the Board;
- (e) “**Company**” means Hypercharge Networks Corp., a company incorporated under the *Business Corporations Act* (British Columbia), and any of its successors or assigns;
- (f) “**Consultant**” means a Person (other than a Key Employee or Director) that:
 - (i) is engaged to provide, on an ongoing *bona fide* basis, consulting, technical, management or other services to the Company or an affiliate of the Company, other than services provided in relation to a distribution (as defined in the *Securities Act*);
 - (ii) provides the services under a written contract between the Company or an affiliate of the Company and the Person, as the case may be;
 - (iii) in the reasonable opinion of the Company, spends or will spend a significant amount of time on the affairs and business of the Company or an affiliate of the Company;and

- (iv) has a relationship with the Company or an affiliate of the Company that enables the Person to be knowledgeable about the business and affairs of the Company,
- and includes:
- (v) for a Person that is an individual, a corporation of which such individual is an employee or shareholder, and a partnership of which the individual is an employee or partner; and
 - (vi) for a Person that is not an individual, an employee, executive officer or director of the consultant, *provided that* the individual employee, executive officer or director spends or will spend a significant amount of time on the affairs and business of the Company or an affiliate of the Company;
- (g) **"Determination Date"** means a date determined by the Board in its sole discretion but not later than 90 days after the expiry of a Performance Cycle;
 - (h) **"Director"** means a member of the Board;
 - (i) **"Disability"** means any medical condition which qualifies a Participant for benefits under a long-term disability plan of the Company or Subsidiary, or in the event there is no such long-term disability plan, then the incapacity or inability of the Participant, by reason of mental or physical incapacity, disability, illness or disease (as determined by a legally qualified medical practitioner or by a court) that prevents the Participant from carrying out his or her normal and essential duties as a Key Employee, Director or Consultant for a continuous period of six months or for any cumulative period of 180 days in any consecutive twelve month period, the foregoing subject to and as determined in accordance with procedures established by the Board for purposes of this Plan;
 - (j) **"Effective Date"** has the meaning ascribed thereto in Section 8;
 - (k) **"Eligible Person"** means Directors, Key Employees and Consultants;
 - (l) **"Exchange"** means the exchange upon which the Shares of the Company may become listed for trading;
 - (m) **"Grant Date"** means, for any Award, the date specified by the Board as the grant date at the time it grants the Award or, if no such date is specified, the date upon which the Award was actually granted;
 - (n) **"Insider"** means any insider, as that term is defined in the *Securities Act*;
 - (o) **"Key Employees"** means employees, officers, whether Directors or not, and includes both full-time and part-time employees of the Company or any Subsidiary who, by the nature of their positions or jobs are, in the opinion of the Board, in a position to contribute to the success of the Company;
 - (p) **"Market Price"** means, unless otherwise required by any applicable provision of the Tax Act, or any regulations thereunder, or by any applicable accounting standard for the Company's desired accounting for Awards, or by the rules of the Exchange, a price that is determined by the Board, provided that such price cannot be less than the lesser of the following, if the Shares are traded on an Exchange: (a) the volume weighted average trading price of the Shares on the Exchange for the five Trading Days immediately prior to the Grant Date; and (b) the closing price of the Shares on the Exchange on the Trading Day immediately prior to the Grant Date;

- (q) **"Option"** means incentive share purchase options entitling the holder thereof to purchase Shares;
- (r) **"Participant"** means any Eligible Person to whom Awards under this Plan are granted;
- (s) **"Participant's Account"** means a notional account maintained for each Participant's participation in this Plan which will show any Restricted Share Units or Performance Share Units credited to a Participant from time to time;
- (t) **"Performance-Based Award"** means, collectively, Performance Share Units and Restricted Share Units;
- (u) **"Performance Criteria"** means criteria established by the Board which, without limitation, may include criteria based on the Participant's personal performance and/or financial performance of the Company and its Subsidiaries, and that are to be used to determine the vesting of the Performance Share Units;
- (v) **"Performance Cycle"** means the applicable performance cycle of the Performance Share Units as may be specified by the Board in the applicable Award Agreement;
- (w) **"Performance Share Unit"** means a right awarded to a Participant to receive a payment in Shares as provided in Section 5.3 hereof and subject to the terms and conditions of this Plan and the applicable Award Agreement;
- (x) **"Person"** means any individual, corporation, partnership, association, joint-stock company, trust, unincorporated organization, or governmental authority or body;
- (y) **"Related Person"** has the meaning set out in Section 1.01 of the Exchange Listing Manual, as amended from time to time;
- (z) **"Restriction Period"** means the time period between the Grant Date and the Vesting Date of an Award of Restricted Share Units specified by the Board in the applicable Award Agreement, which period shall be not less than 12 months, provided the Board may, in its discretion, permit earlier vesting, no sooner than quarterly, of the Restricted Share Units;
- (aa) **"Restricted Share Unit"** means a right awarded to a Participant to receive a payment in Shares as provided in Section 5.2 hereof and subject to the terms and conditions of this Plan and the applicable Award Agreement;
- (bb) **"Retirement"** means retirement from active employment with the Company or a Subsidiary with the consent of an officer of the Company or the Subsidiary;
- (cc) **"Securities Act"** means the *Securities Act* (British Columbia), as amended, from time to time;
- (dd) **"Security-Based Compensation Arrangement"** shall have the meaning ascribed thereto in the rules and policies of the Exchange, or in the event that such term is not defined in the rules and policies of the Exchange, shall mean a stock option plan, employee stock purchase plan, long-term incentive plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Shares to one or more full-time employees, officers, Insiders, service providers or Consultants of the Company or a Subsidiary, including a share purchase from treasury by a full-time employee, officer, Insider, service provider or Consultant which is financially assisted by the Company or a Subsidiary by way of loan, guarantee or otherwise;
- (ee) **"Shares"** means the common shares of the Company;
- (ff) **"Subsidiary"** means a corporation, company or partnership that is controlled, directly or indirectly, by the Company;

- (gg) **"Tax Act"** means the *Income Tax Act* (Canada) and the regulations thereunder, as amended from time to time;
- (hh) **"Termination Date"** means, as applicable:
 - (i) in the event of a Participant's Retirement, voluntary termination or termination of employment as a result of a Disability, the date on which such Participant ceases to be an employee of the Company or a Subsidiary; and
 - (ii) in the event of termination of the Participant's employment by the Company or a Subsidiary, the date on which such Participant is advised by the Company or a Subsidiary, in writing or verbally, that his or her services are no longer required;
- (ii) **"Trading Day"** means any day on which the Exchange is open for trading; and
- (jj) **"Vesting Date"** means in respect of any Award, the date when the Award is fully vested in accordance with the provisions of this Plan and the applicable Award Agreement.

SECTION 3 - ADMINISTRATION

3.1 Board to Administer Plan

Except as otherwise provided herein, this Plan shall be administered by the Board and the Board shall have full authority to administer this Plan, including the authority to interpret and construe any provision of this Plan and to adopt, amend and rescind such rules and regulations for administering this Plan as the Board may deem necessary in order to comply with the requirements of this Plan.

3.2 Delegation to Committee

All of the powers exercisable hereunder by the Board may, to the extent permitted by applicable law and as determined by resolution of the Board, be delegated to and exercised by such committee as the Board may determine.

3.3 Interpretation

All actions taken and all interpretations and determinations made or approved by the Board in good faith shall be final and conclusive and shall be binding on the Participants and the Company.

3.4 No Liability

No Director shall be personally liable for any action taken or determination or interpretation made or approved in good faith in connection with this Plan and the Directors shall, in addition to their rights as Directors, be fully protected, indemnified and held harmless by the Company with respect to any such action taken or determination or interpretation made. The appropriate officers of the Company are hereby authorized and empowered to do all things and execute and deliver all instruments, undertakings and applications and writings as they, in their absolute discretion, consider necessary for the implementation of this Plan and of the rules and regulations established for administering this Plan. All costs incurred in connection with this Plan shall be for the account of the Company.

SECTION 4 - SHARES AVAILABLE FOR AWARDS

4.1 Shares Subject to Plan

- (a) The total number of Shares reserved and available for grant and issuance pursuant to Options under this Plan, together with any Options under any proposed or established Share Compensation Arrangement, shall not exceed 10% of the issued and outstanding Shares (on an undiluted basis) at the time of any applicable Option granted under this Plan.

- (b) The total number of Shares reserved and available for grant and issuance pursuant to Performance-Based Awards under this Plan, together with any similar performance-based awards under any proposed or established Share Compensation Arrangement, shall not exceed 6,100,000 Shares.
- (c) During the terms of the Awards, the Company shall keep available at all times the number of Shares required to satisfy such Awards. Shares available for distribution under this Plan may consist, in whole or in part, of authorized and unissued Shares, treasury Shares or Shares reacquired by the Company in any manner.
- (d) Shares in respect of which an Award is (i) exercised, (ii) granted under this Plan but not exercised prior to the termination of such Award, (iii) not vested or settled prior to the termination of such Award due to the expiration, termination, cancellation or lapse of such Award, or (iv) settled in cash in lieu of settlement in Shares, shall, in each case, be available for Awards to be granted thereafter pursuant to the provisions of this Plan. All Shares issued from treasury pursuant to the exercise or the vesting of Awards granted under this Plan shall be issued as fully paid and non-assessable Shares.

4.2 Participation Limits

- (a) The total number of Shares issuable to any Participant under this Plan, within any one-year period, together with Shares reserved for issuance to such Participant (and to companies wholly-owned by that Participant) under all of the Company's other Security-Based Compensation Arrangements, shall not exceed five (5%) percent of the issued and outstanding Shares (calculated on the Grant Date); and
- (b) The total number of Shares issuable to Insiders under this Plan, within any one-year period and at any time under this Plan, together with Shares reserved for issuance to Insiders within any one-year period and at any time under all of the Company's other Security-Based Compensation Arrangements, shall not exceed ten (10%) percent of the issued and outstanding Shares. Any Awards granted pursuant to the Plan, prior to the Participant becoming an Insider, shall be excluded for the purposes of the limits set out in this Section 4.2(b).

4.3 Accounting for Awards

For purposes of this Section 4, if an Award is denominated in Shares, the number of Shares covered by such Award, or to which such Award relates, shall be counted on the Grant Date of such Award against the aggregate number of Shares available for granting Awards under this Plan; and

4.4 Anti-Dilution

If the number of outstanding Shares is increased or decreased as a result of a stock split, consolidation or recapitalization and not as a result of the issuance of Shares for additional consideration or by way of stock dividend, the Board may make appropriate adjustments to the number and price (or other basis upon which an Award is measured) of Options, Restricted Share Units and/or Performance Share Units credited to a Participant. Any determinations by the Board as to the required adjustments shall be made in its sole discretion and all such adjustments shall be conclusive and binding for all purposes under this Plan.

SECTION 5 - AWARDS

5.1 Options

- (a) Eligibility and Participation - Subject to the provisions of this Plan and such other terms and conditions as the Board may prescribe, the Board may, from time to time, grant Awards of Options to Eligible Persons. Options granted to a Participant shall be credited, as of the Grant

Date, to the Participant's Account. The number of Options to be credited to each Participant shall be determined by the Board in its sole discretion in accordance with this Plan. Each Option shall, contingent upon the lapse of any restrictions, represent one (1) Share. The number of Options granted pursuant to an Award shall be specified in the applicable Award Agreement.

- (b) Exercise Price - The Exercise Price for Shares that are the subject of any Option shall be fixed by the Board when such Option is granted, but shall not be less than the Market Price of such Shares on the Grant Date.
- (c) Expiry Date - Each Option shall, unless sooner terminated, expire on a date to be determined by the Board which will not exceed 10 years.
- (d) Different Exercise Periods, Prices and Number - The Board may, in its absolute discretion, upon granting Options under this Plan, specify different time periods following the dates of granting the Options during which the Participant may exercise their Options to purchase Shares and may designate different exercise prices and numbers of Shares in respect of which each Participant may exercise his option during each respective time period.
- (e) Vesting - The Board shall have the authority to determine the vesting terms applicable to the grants of Options.
- (f) Change of Control - If the Award Agreement so provides, in the event of a Change of Control, all Options granted to a Participant shall become fully vested in such Participant and shall become exercisable by the Participant in accordance with the terms of the Award Agreement and Section 5.1(m) hereof.
- (g) Death - Other than as may be set forth in the applicable Award Agreement, upon the death of a Participant, any Options granted to such Participant which, prior to the Participant's death, have not vested, will be immediately and automatically forfeited and cancelled without further action and without any cost or payment, and the Participant or his or her estate, as the case may be, shall have no right, title or interest therein whatsoever. Any Options granted to such Participant which, prior to the Participant's death, had vested pursuant to the terms of the applicable Award Agreement will accrue to the Participant's estate in accordance with Section 5.1(m) hereof, and shall be exercisable by such Participant's estate at any time during the period that terminates on the earlier of: (i) the Expiry Date of such Options; and (ii) the first anniversary of the date of the death of such Participant.
- (h) Termination of Employment
 - (i) Where, in the case of a Key Employee, a Participant's employment is terminated by the Company or a Subsidiary for cause, all Options granted to the Participant under this Plan will immediately terminate without payment, be forfeited and cancelled and shall be of no further force or effect as of the Termination Date.
 - (ii) Where, in the case of a Key Employee, a Participant's employment terminates by reason of termination by the Company or a Subsidiary without cause, by voluntary termination or due to Retirement by the Participant, all Options granted to the Participant under this Plan that have not vested will, unless the applicable Award Agreement provides otherwise and subject to the provisions below, immediately terminate without payment, be forfeited and cancelled and shall be of no further force or effect as of the Termination Date; *provided, however*, that any Options granted to such Participant which, prior to the Participant's termination without cause, voluntary termination or Retirement, had vested pursuant to the terms of the

applicable Award Agreement will accrue to the Participant in accordance with Section 5.1(m) hereof and shall be exercisable by such Participant at any time during the period that terminates on the earlier of: (A) the Expiry Date of such Options; and (B) 90 days following the Termination Date.

- (iii) Upon termination of a Participant's employment with the Company or a Subsidiary, the Participant's eligibility to receive further grants of Awards of Options under this Plan shall cease as of the Termination Date.
- (i) Disability - Where, in the case of a Key Employee, a Participant becomes afflicted by a Disability, all Options granted to the Participant under this Plan will continue to vest in accordance with the terms of such Options; *provided, however*, that no Options may be redeemed during a leave of absence. Where a Key Employee's employment is terminated due to Disability, all Options granted to the Participant under this Plan that have not vested will, unless the applicable Award Agreement provides otherwise and subject to the provisions below, immediately terminate without payment, be forfeited and cancelled and shall be of no further force or effect as of the Termination Date; *provided, however*, that any Options granted to such Participant which, prior to the Participant's termination due to Disability, had vested pursuant to terms of the applicable Award Agreement will accrue to the Participant in accordance with Section 5.1(m) hereof and shall be exercisable by such Participant at any time during the period that terminates on the earlier of: (A) the Expiry Date of such Options; and (B) 90 days following the Termination Date.
- (j) Cessation of Directorship - Where, in the case of Directors, a Participant ceases to be a Director for any reason, any Options granted to the Participant under this Plan that have not yet vested will, unless the applicable Award Agreement provides otherwise and subject to the provisions below, immediately terminate without payment, be forfeited and cancelled and shall be of no further force or effect as of the date the Participant ceases to be a Director; *provided, however*, that any Options granted to such Participant which, prior to the Participant ceasing to be a Director for any reason, had vested pursuant to the terms of the applicable Award Agreement will accrue to the Participant in accordance with Section 5.1(m) hereof and shall be exercisable by such Participant at any time during the period that terminates on the earlier of: (A) the Expiry Date of such Options; and (B) 90 days following the date the Participant ceased to be a Director.
- (k) Termination of Service - Where, in the case of Consultants, a Participant's service to the Company terminates for any reason, subject to the applicable Award Agreement and any other contractual commitments between the Participant and the Company, any Options granted to the Participant under this Plan that have not yet vested will be forfeited and cancelled and shall be of no further force or effect as of the date of termination of service; *provided, however*, that any Options granted to such Participant which, prior to the termination of the Participant's service to the Company for any reason, had vested pursuant to the terms of the applicable Award Agreement will accrue to the Participant in accordance with Section 5.1(m) hereof and shall be exercisable by such Participant at any time during the period that terminates on the earlier of: (A) the Expiry Date of such Options; and (B) 30 days following the date the Participant ceased to be a Consultant.
- (l) Notice - Options shall be exercised only in accordance with the terms and conditions of the Award Agreements under which they are respectively granted and shall be exercisable only by notice in writing to the Company at its principal place of business.
- (m) Payment of Award - Subject to any vesting or other limitations described in each individual Award Agreement, Options may be exercised in whole or in part at any time prior to their

lapse or termination, or if Section 5.1(g) applies, to the Participant's estate, a number of Shares equal to the number of Options credited to the Participant's Account that become exercisable on the Vesting Date. The exercise price of all Options must be paid in cash. Shares purchased by a Participant on exercise of an Option shall be paid for in full at the time of their purchase (i.e. concurrently with the giving of the requisite notice).

5.2 Restricted Share Units

- (a) Eligibility and Participation - Subject to the provisions of this Plan and such other terms and conditions as the Board may prescribe, the Board may, from time to time, grant Awards of Restricted Share Units to Eligible Persons. Restricted Share Units granted to a Participant shall be credited, as of the Grant Date, to the Participant's Account. The number of Restricted Share Units to be credited to each Participant shall be determined by the Board in its sole discretion in accordance with this Plan. Each Restricted Share Unit shall, contingent upon the lapse of any restrictions, represent one (1) Share. The number of Restricted Share Units granted pursuant to an Award and the Restriction Period in respect of such Restricted Share Units shall be specified in the applicable Award Agreement.
- (b) Restrictions - Restricted Share Units shall be subject to such restrictions as the Board, in its sole discretion, may establish in the applicable Award Agreement, which restrictions may lapse separately or in combination at such time or times and on such terms, conditions and satisfaction of objectives as the Board may, in its discretion, determine at the time an Award is granted.
- (c) Vesting - All Restricted Share Units will vest and become payable by the issuance of Shares at the end of the Restriction Period if all applicable restrictions have lapsed, as such restrictions may be specified in the Award Agreement.
- (d) Change of Control – If and as the Award Agreement so provides, in the event of a Change of Control, some or all of the restrictions upon any Restricted Share Units shall lapse immediately and some or all such Restricted Share Units shall become fully vested in the Participant and will accrue to the Participant in accordance with the Award Agreement and Section 5.2(j) hereof.
- (e) Death - Other than as may be set forth in the applicable Award Agreement, upon the death of a Participant, any Restricted Share Units granted to such Participant which, prior to the Participant's death, have not vested, will be immediately and automatically forfeited and cancelled without further action and without any cost or payment, and the Participant or his or her estate, as the case may be, shall have no right, title or interest therein whatsoever. Any Restricted Share Units granted to such Participant which, prior to the Participant's death, had vested pursuant to the terms of the applicable Award Agreement will accrue to the Participant's estate in accordance with Section 5.2(j) hereof.
- (f) Termination of Employment
 - (i) Where, in the case of a Key Employee, a Participant's employment is terminated by the Company or a Subsidiary for cause, all Restricted Share Units granted to the Participant under this Plan will immediately terminate without payment, be forfeited and cancelled and shall be of no further force or effect as of the Termination Date.
 - (ii) Where, in the case of a Key Employee, a Participant's employment terminates by reason of termination by the Company or a Subsidiary without cause, by voluntary termination or due to Retirement by the Participant, all Restricted Share Units granted to the Participant under this Plan that have not vested will, unless the applicable Award Agreement provides otherwise and subject to the provisions

below, immediately terminate without payment, be forfeited and cancelled and shall be of no further force or effect as of the Termination Date; *provided, however*, that any Restricted Share Units granted to such Participant which, prior to the Participant's termination without cause, voluntary termination or Retirement, had vested pursuant to the terms of the applicable Award Agreement will accrue to the Participant in accordance with Section 5.2(j) hereof.

- (iii) Upon termination of a Participant's employment with the Company or a Subsidiary, the Participant's eligibility to receive further grants of Awards of Restricted Share Units under this Plan shall cease as of the Termination Date.
- (g) Disability - Where, in the case of a Key Employee, a Participant becomes afflicted by a Disability, all Restricted Share Units granted to the Participant under this Plan will continue to vest in accordance with the terms of such Restricted Share Units; *provided, however*, that no Restricted Share Units may be redeemed during a leave of absence. Where a Key Employee's employment is terminated due to Disability, all Restricted Share Units granted to the Participant under this Plan that have not vested will, unless the applicable Award Agreement provides otherwise and subject to the provisions below, immediately terminate without payment, be forfeited and cancelled and shall be of no further force or effect as of the Termination Date; *provided, however*, that any Restricted Share Units granted to such Participant which, prior to the Participant's termination due to Disability, had vested pursuant to terms of the applicable Award Agreement will accrue to the Participant in accordance with Section 5.2(j) hereof.
- (h) Cessation of Directorship - Where, in the case of Directors, a Participant ceases to be a Director for any reason, any Restricted Share Units granted to the Participant under this Plan that have not yet vested will, unless the applicable Award Agreement provides otherwise and subject to the provisions below, immediately terminate without payment, be forfeited and cancelled and shall be of no further force or effect as of the date the Participant ceases to be a Director; *provided, however*, that any Restricted Share Units granted to such Participant which, prior to the Participant ceasing to be a Director for any reason, had vested pursuant to the terms of the applicable Award Agreement will accrue to the Participant in accordance with Section 5.2(j) hereof.
- (i) Termination of Service - Where, in the case of Consultants, a Participant's service to the Company terminates for any reason, subject to the applicable Award Agreement and any other contractual commitments between the Participant and the Company, any Restricted Share Units granted to the Participant under this Plan that have not yet vested will be forfeited and cancelled and shall be of no further force or effect as of the date of termination of service; *provided, however*, that any Restricted Share Units granted to such Participant which, prior to the termination of the Participant's service to the Company for any reason, had vested pursuant to the terms of the applicable Award Agreement will accrue to the Participant in accordance with Section 5.2(j) hereof.
- (j) Payment of Award - As soon as practicable after each Vesting Date of an Award of Restricted Share Units, the Company shall issue from treasury to the Participant, or if Section 5.2(e) applies, to the Participant's estate, a number of Shares equal to the number of Restricted Share Units credited to the Participant's Account that become payable on the Vesting Date. As of the Vesting Date, the Restricted Share Units in respect of which such Shares are issued shall be cancelled and no further payments shall be made to the Participant under this Plan in relation to such Restricted Share Units.

5.3 Performance Share Units

- (a) Eligibility and Participation - Subject to the provisions of this Plan and such other terms and conditions as the Board may prescribe, the Board may, from time to time, grant Awards of Performance Share Units to Eligible Persons. Performance Share Units granted to a Participant shall be credited, as of the Grant Date, to the Participant's Account. The number of Performance Share Units to be credited to each Participant shall be determined by the Board, in its sole discretion, in accordance with this Plan. Each Performance Share Unit shall, contingent upon the attainment of the Performance Criteria within the Performance Cycle, represent one (1) Share. The number of Performance Share Units granted pursuant to an Award, the Performance Criteria which must be satisfied in order for the Performance Share Units to vest and the Performance Cycle in respect of such Performance Share Units shall be specified in the applicable Award Agreement.
- (b) Performance Criteria - The Board will select, settle and determine the Performance Criteria (including without limitation the attainment thereof), for purposes of the vesting of the Performance Share Units, in its sole discretion. An Award Agreement may provide the Board with the right, during a Performance Cycle or after it has ended, to revise the Performance Criteria and the Award amounts if unforeseen events (including, without limitation, changes in capitalization, an equity restructuring, an acquisition or a divestiture) occur which have a substantial effect on the financial results and which in the sole judgment of the Board make the application of the Performance Criteria unfair unless a revision is made. Notices will be provided by the Company to applicable regulatory authorities or stock exchanges as may be required with respect to the foregoing.
- (c) Vesting - All Performance Share Units will vest and become payable to the extent that the Performance Criteria set forth in the Award Agreement are satisfied for the Performance Cycle, the determination of which satisfaction shall be made by the Board on the Determination Date.
- (d) Change of Control - If and as the Award Agreement so provides, in the event of a Change of Control, some or all Performance Share Units granted to a Participant shall become fully vested in such Participant (without regard to the attainment of any Performance Criteria) and shall become payable to the Participant in accordance with Section 5.3(i) hereof.
- (e) Death - Other than as may be set forth in the applicable Award Agreement and below, upon the death of a Participant, all Performance Share Units granted to the Participant which, prior to the Participant's death, have not vested, will immediately and automatically be forfeited and cancelled without further action and without any cost or payment, and the Participant or his or her estate, as the case may be, shall have no right, title or interest therein whatsoever; *provided, however*, the Board may determine, in its sole discretion, the number of the Participant's Performance Share Units that will vest based on the extent to which the applicable Performance Criteria set forth in the Award Agreement have been satisfied in that portion of the Performance Cycle that has lapsed. The Performance Share Units that the Board determines to have vested shall become payable in accordance with Section 5.3(i) hereof.
- (f) Termination of Employment
 - (i) Where, in the case of Key Employees, a Participant's employment is terminated by the Company or a Subsidiary for cause, all Performance Share Units granted to the Participant under this Plan will immediately terminate without payment, be forfeited and cancelled and shall be of no further force or effect as of the Termination Date.

- (ii) Where, in the case of Key Employees, other than as may be set forth in the applicable Award Agreement and below, a Participant's employment is terminated by the Company or a Subsidiary without cause, by voluntary termination or due to Retirement, all Performance Share Units granted to the Participant which, prior to the Participant's termination, have not vested, will immediately and automatically be forfeited and cancelled without further action and without any cost or payment, and the Participant shall have no right, title or interest therein whatsoever as of the Termination Date; *provided, however*, the Board may determine, in its sole discretion, the number of the Participant's Performance Share Units that will vest based on the extent to which the applicable Performance Criteria set forth in the Award Agreement have been satisfied in that portion of the Performance Cycle that has lapsed. The Performance Share Units that the Board determines to have vested shall become payable in accordance with Section 5.3(i) hereof.
 - (iii) In the case of Key Employees, upon termination of a Participant's employment with the Company or a Subsidiary, the Participant's eligibility to receive further grants of Awards of Performance Share Units under this Plan shall cease as of the Termination Date.
- (g) Disability - Where a Participant becomes afflicted by a Disability, all Performance Share Units granted to the Participant under this Plan will continue to vest in accordance with the terms of such Performance Share Units; *provided, however*, that no Performance Share Units may be redeemed during a leave of absence. Where a Participant's employment is terminated due to Disability, all Performance Share Units granted to the Participant under this Plan that have not vested will, unless the applicable Award Agreement provides otherwise and subject to the provisions below, immediately and automatically be forfeited and cancelled without further action and without any cost or payment, and the Participant shall have no right, title or interest therein whatsoever as of the Termination Date; *provided, however*, that the Board may determine, in its sole discretion, the number of the Participant's Performance Share Units that will vest based on the extent to which the applicable Performance Criteria set forth in the Award Agreement have been satisfied in that portion of the Performance Cycle that has lapsed. The Performance Share Units that the Board determines to have vested shall become payable in accordance with Section 5.3(i) hereof.
- (h) Termination of Service - Where, in the case of Consultants, a Participant's service to the Company terminates for any reason, subject to the applicable Award Agreement and any other contractual commitments between the Participant and the Company, all Performance Share Units granted to the Participant under this Plan that have not vested will, unless the applicable Award Agreement provides otherwise and subject to the provisions below, immediately and automatically be forfeited and cancelled without further action and without any cost or payment, and the Participant shall have no right, title or interest therein whatsoever as of the Termination Date; *provided, however*, that the Board may determine, in its sole discretion, the number of the Participant's Performance Share Units that will vest based on the extent to which the applicable Performance Criteria set forth in the Award Agreement have been satisfied in that portion of the Performance Cycle that has lapsed. The Performance Share Units that the Board determines to have vested shall become payable in accordance with Section 5.3(i) hereof.
- (i) Payment of Award - Payment to Participants in respect of vested Performance Share Units shall be made after the Determination Date for the applicable Award and in any case within ninety-five (95) days after the last day of the Performance Cycle to which such Award relates. Such payments shall be made entirely in Shares. The Company shall issue from treasury to

the Participant, or if Section 5.3(e) applies, to the Participant's estate, a number of Shares equal to the number of Performance Share Units that have vested. As of the Vesting Date, the Performance Share Units in respect of which such Shares are issued shall be cancelled and no further payments shall be made to the Participant under this Plan in relation to such Performance Share Units.

5.4 General Terms Applicable to Awards

- (a) Forfeiture Events - The Board may specify in an Award Agreement at the time of the Award that the Participant's rights, payments and benefits with respect to an Award shall be subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of certain specified events, in addition to any otherwise applicable vesting or performance conditions of an Award. Such events shall include, but shall not be limited to, termination of employment for cause, violation of material Company policies, fraud, breach of non-competition, confidentiality or other restrictive covenants that may apply to the Participant or other conduct by the Participant that is detrimental to the business or reputation of the Company.
- (b) Awards May be Granted Separately or Together - Awards may, in the discretion of the Board, be granted either alone or in addition to, in tandem with, or in substitution for any other Award or any award granted under any other Security-Based Compensation Arrangement of the Company. Awards granted in addition to or in tandem with other Awards, or in addition to or in tandem with awards granted under any other Security-Based Compensation Arrangement of the Company, may be granted either at the same time as or at a different time from the grant of such other Awards or awards.
- (c) Non-Transferability of Awards - Except as otherwise provided in an Award Agreement or determined by the Board in its sole discretion, no Award and no right under any such Award, shall be assignable, alienable, saleable, or transferable by a Participant otherwise than by will or by the laws of descent and distribution. No Award and no right under any such Award, may be pledged, alienated, attached, or otherwise encumbered, and any purported pledge, alienation, attachment, or encumbrance thereof shall be void and unenforceable against the Company.
- (d) Conditions and Restrictions Upon Securities Subject to Awards - The Board may provide that the Shares issued under an Award shall be subject to such further agreements, restrictions, conditions or limitations as the Board in its sole discretion may specify, including without limitation, conditions on vesting or transferability and forfeiture or repurchase provisions or provisions on payment of taxes arising in connection with an Award. Without limiting the foregoing, such restrictions may address the timing and manner of any resales by the Participant or other subsequent transfers by the Participant of any Shares issued under an Award, including without limitation:
 - (i) restrictions under an insider trading policy or pursuant to applicable law;
 - (ii) restrictions designed to delay and/or coordinate the timing and manner of sales by Participant and holders of other Security-Based Compensation Arrangements;
 - (iii) restrictions as to the use of a specified brokerage firm for such resales or other transfers; and
 - (iv) provisions requiring Shares to be sold on the open market or to the Company in order to satisfy tax withholding or other obligations.
- (e) Share Certificates - All Shares delivered under this Plan pursuant to any Award shall be subject to such stop transfer orders and other restrictions as the Board may deem advisable under this Plan or the rules, regulations, and other requirements of any securities

commission, the Exchange, and any applicable securities legislation, regulations, rules, policies or orders, and the Board may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

- (f) Conformity to Plan - In the event that an Award is granted which does not conform in all particulars with the provisions of this Plan, or purports to grant an Award on terms different from those set out in this Plan, the Award shall not be in any way void or invalidated, but the Award shall be adjusted to become, in all respects, in conformity with this Plan.

5.5 General Terms Applicable to Performance-Based Awards

- (a) Performance Evaluation; Adjustment of Goals - At the time that a Performance-Based Award is first issued, the Board, in the Award Agreement or in another written document, shall specify whether performance will be evaluated including or excluding the effect of any of the following events that occur during the Performance Cycle or Restriction Period, as the case may be:
 - (i) judgments entered or settlements reached in litigation;
 - (ii) the write-down of assets;
 - (iii) the impact of any reorganization or restructuring;
 - (iv) the impact of changes in tax laws, accounting principles, regulatory actions or other laws affecting reported results;
 - (v) extraordinary non-recurring items as may be described in the Company's management's discussion and analysis of financial condition and results of operations for the applicable financial year;
 - (vi) the impact of any mergers, acquisitions, spin-offs or other divestitures; and
 - (vii) foreign exchange gains and losses.
- (b) Adjustment of Performance-Based Awards - The Board shall have the sole discretion to adjust the determinations of the degree of attainment of the pre-established Performance Criteria or restrictions, as the case may be, as may be set out in the applicable Award Agreement governing the relevant Performance-Based Award. Notwithstanding any provision herein to the contrary, the Board may not make any adjustment or take any other action with respect to any Performance-Based Award that will increase the amount payable under any such Award. The Board shall retain the sole discretion to adjust Performance-Based Awards downward or to otherwise reduce the amount payable with respect to any Performance-Based Award.

SECTION 6 - AMENDMENT AND TERMINATION

6.1 Amendments and Termination of this Plan

A majority of the members of the Board, other than directors that would receive, or would be eligible to receive, a material benefit resulting from the amendment, may from time to time, without notice and without approval of the holders of voting shares of the Company, amend, modify, change, suspend or terminate the Plan or any Awards granted pursuant to the Plan as it, in its discretion determines appropriate, provided, however, that:

- (a) No such amendment, modification, change, suspension or termination of the Plan or any Awards granted hereunder may materially impair any rights of a Participant or materially increase any obligations of a Participant under the Plan without the consent of the Participant, unless the Board determines such adjustment is required or desirable in order

to satisfy or conform to any law or regulation or to meet the requirements of any policy of the Exchange or any accounting standard.

6.2 Shareholder Approval

Notwithstanding Section 6.1 and subject to any rules of the Exchange, approval of the holders of Shares, excluding holders of Shares that would receive, or would be eligible to receive, a material benefit resulting from the following actions, shall be required for any amendment, modification or change that:

- (a) increases the maximum number of Shares issuable where, following the increase, the total number of Shares issuable under the Plan is equal to or greater than 10% of the securities of the Company (calculated on a non-diluted basis) outstanding as of the date the Plan was last approved by holders of Shares;
- (b) re-prices an Award benefiting a Related Person of the Company;
- (c) extends the term of an Award benefiting a Related Person of the Company;
- (d) extends the term of an Award, where the Exercise Price is lower than the Market Price;
- (e) amends to remove or to exceed the limits set out in the Plan on Awards available to Related Persons of the Company;
- (f) amends an amending provision within the Plan;
- (g) increases or removes the 10% limits on Shares issuable or issued to Insiders as set forth in Subsection 4.2(b).

6.3 Permitted Amendments

Without limiting the generality of Section 6.1, but subject to Section 6.2, the Board may, without shareholder approval, at any time or from time to time, amend the Plan, and may amend the terms and conditions of any Awards granted hereunder, for the purposes of making any of the following changes:

- (a) amendments of a “housekeeping nature”;
- (b) amendments for the purpose of curing any ambiguity, error or omission in this Plan or to correct or supplement any provision of this Plan that is inconsistent with any other provision of this Plan;
- (c) amendments which are necessary to comply with applicable law or the requirements of the Exchange;
- (d) amendments respecting administration and eligibility for participation under this Plan;
- (e) changes to the terms and conditions on which Awards may be or have been granted pursuant to this Plan including changes to the vesting provisions and terms of any Awards;
- (f) amendments which alter, extend or accelerate the terms of vesting applicable to any Awards; and
- (g) changes to the termination provisions of an Award or this Plan which do not entail an extension beyond the original fixed term.

If this Plan is terminated, prior Awards shall remain outstanding and in effect in accordance with their applicable terms and conditions.

SECTION 7- GENERAL PROVISIONS

7.1 No Rights to Awards

No Person shall have any claim to be granted any Award under this Plan, or, having been selected to receive an Award under this Plan, to be selected to receive a future Award. There is no obligation for uniformity of treatment of Eligible Persons or Participants or beneficiaries of Awards under this Plan. The terms and conditions of Awards need not be the same with respect to each Participant. The Company and each Eligible Person qualifying for an Award are and shall be responsible for ensuring and confirming that each recipient of an Award is a bona fide Director, Key Employee or Consultant of the Company and qualifies as an Eligible Person for the applicable Award.

7.2 Withholding

The Company shall be authorized to withhold from any Award granted or any payment due or transfer made under any Award or under this Plan the amount (in cash, Shares, other securities, or other Awards) of withholding taxes due in respect of an Award, its exercise, or any payment or transfer under such Award or under this Plan and to take such other action as may be necessary in the opinion of the Company to satisfy statutory withholding obligations for the payment of such taxes.

7.3 No Limit on Other Security-Based Compensation Arrangements

Nothing contained in this Plan shall prevent the Company or a Subsidiary from adopting or continuing in effect other Security-Based Compensation Arrangements, and such arrangements may be either generally applicable or applicable only in specific cases.

7.4 No Right to Employment

The grant of an Award shall neither constitute an employment contract nor be construed as giving a Participant the right to be retained in the employ of the Company. Further, the Company may at any time dismiss a Participant from employment, free from any liability, or any claim under this Plan, unless otherwise expressly provided in this Plan or in an applicable Award Agreement.

7.5 No Right as Shareholder

Neither the Participant nor any representatives of a Participant's estate shall have any rights whatsoever as shareholders in respect of any Shares covered by such Participant's Options, Restricted Share Units and/or Performance Share Units until the allotment and issuance of such Shares to such Participant or representative of a Participant's estate, or as such Participant or representative may direct, of certificates representing such Shares.

7.6 Governing Law

This Plan and all of the rights and obligations arising from this Plan shall be interpreted and applied in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

7.7 Severability

If any provision of this Plan or any Award is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction, or as to any Person or Award, or would disqualify this Plan or any Award under any law deemed applicable by the Board, such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Board, materially altering the intent of this Plan or the Award, such provision shall be stricken as to such jurisdiction, Person or Award, and the remainder of this Plan and any such Award shall remain in full force and effect.

7.8 No Trust or Fund Created

Neither this Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and a Participant or any other Person. To the extent that any Person acquires a right to receive payments from the Company pursuant to an Award, such right shall be no greater than the right of any unsecured creditor of the Company.

7.9 No Fractional Shares

No fractional Shares shall be issued or delivered pursuant to this Plan or any Award, and the Board shall determine whether cash, or other securities shall be paid or transferred in lieu of any fractional Shares, or whether such fractional Shares or any rights thereto shall be cancelled, terminated, or otherwise eliminated.

7.10 Headings

Headings are given to the Sections and subsections of this Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of this Plan or any provision thereof.

7.11 No Representation or Warranty

The Company makes no representation or warranty as to the value of any Award granted pursuant to this Plan or as to the future value of any Shares issued pursuant to any Award.

7.12 No Representations or Covenant with Respect to Tax Qualification

Although the Company may, in its discretion, endeavor to (i) qualify an Award for favourable Canadian tax treatment or (ii) avoid adverse tax treatment, the Company makes no representation to that effect and expressly disavows any covenant to maintain favorable or avoid unfavorable tax treatment. The Company shall be unconstrained in its corporate activities without regard to the potential negative tax impact on holders of Awards under this Plan.

7.13 Conflict with Award Agreement

In the event of any inconsistency or conflict between the policies of the Exchange, this Plan and an Award Agreement, the policies of the Exchange shall govern for all purposes. In the event of any inconsistency or conflict between the provisions of this Plan and an Award Agreement, the provisions of the Award Agreement shall govern for all purposes.

7.14 Compliance with Laws

The granting of Awards and the issuance of Shares under this Plan shall be subject to all applicable laws, rules, and regulations, as well as the policies of the Exchange as in effect from time-to-time, and to such approvals by any governmental agencies or stock exchanges on which the Company is listed as may be required. The Company shall have no obligation to issue or deliver evidence of title for Shares issued under this Plan prior to:

- (a) obtaining any approvals from governmental agencies that the Company determines are necessary or advisable; and
- (b) completion of any registration or other qualification of the Shares under any applicable national or foreign law or ruling of any governmental body that the Company determines to be necessary or advisable or at a time when any such registration or qualification is not current, has been suspended or otherwise has ceased to be effective.

The inability or impracticability of the Company to obtain or maintain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder shall relieve the Company of any liability in respect

of the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained.

SECTION 8 - EFFECTIVE DATE OF THIS PLAN

8.1 Effective Date

This Plan shall become effective upon the date (the “**Effective Date**”) of approval by the Board.