

**EARTHLABS INC.**

**NOTICE OF ANNUAL AND SPECIAL MEETING AND  
MANAGEMENT INFORMATION CIRCULAR**

**May 21, 2026**

**EARTHLABS INC.**  
69 Yonge Street, Suite 200  
Toronto, Ontario M5E 1K3

**NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS**

**NOTICE IS HEREBY GIVEN** that an annual and special meeting (the "**Meeting**") of shareholders of EarthLabs Inc. (the "**Corporation**") will be held on June 25, 2026 at 11:00 a.m. (Eastern time) at 69 Yonge Street, Suite 200, Toronto, Ontario M5E 1K3, for the following purposes:

1. **TO RECEIVE** the audited financial statements of the Corporation for the financial year ended December 31, 2025 and the report of the auditor thereon;
2. **TO FIX** the number of directors of the Corporation at four (4);
3. **TO ELECT** the directors of the Corporation;
4. **TO APPOINT** the auditors of the Corporation and to authorize the directors to fix their remuneration;
5. **TO APPROVE** the termination of the existing stock option plan and restricted share unit plan of the Corporation and the adoption of a new equity compensation plan providing for the issuance thereunder of such number of stock options as is up to 10% of the issued and outstanding common shares of the Corporation from time to time and the issuance of a fixed number of restricted share units equal to 10% of the issued and outstanding common shares of the Corporation as of the date of the Meeting; and
6. **TO TRANSACT** such other business as may properly come before the Meeting or any adjournments or postponements thereof.

The board of directors of the Corporation has by resolution fixed the close of business on Thursday, May 21, 2026 as the record date, being the date for the determination of the registered holders of common shares of the Corporation entitled to receive notice of, and to vote at, the Meeting and any adjournment thereof.

To assure your representation at the Meeting as a **Registered Shareholder**, please complete, sign, date and return the enclosed proxy, whether or not you plan to personally attend the Meeting. Sending your proxy will not prevent you from voting in person at the Meeting. All proxies completed by Registered Shareholders must be received by the Corporation's transfer agent, **Computershare Investor Services Inc.**, not later than **June 23, 2026 at 11:00 a.m. (Eastern Time)**. A Registered Shareholder must return the completed proxy to Computershare Investor Services Inc., as follows:

- (a) by **mail** in the enclosed envelope;
- (b) by the **Internet** or **telephone** as described on the enclosed proxy; or
- (c) by **registered mail**, by **hand** or by **courier** to the attention of Computershare Investor Services Inc., 320 Bay Street, 14<sup>th</sup> Floor, Toronto, ON, M5H 4A6.

**Non-Registered Shareholders** whose shares are registered in the name of an intermediary should carefully follow voting instructions provided by the intermediary. A more detailed description on returning proxies by Non-Registered Shareholders can be found in the attached Circular.

If you receive more than one proxy or voting instruction form, as the case may be, for the Meeting, it is because your shares are registered in more than one name. To ensure that all of your shares are voted, you should sign and return all proxies and voting instruction forms that you receive.

Shareholders who are unable to attend the Meeting in person, are requested to date, complete, sign and return the enclosed form of proxy so that as large a representation as possible may be had at the Meeting.

The accompanying Circular provides additional detailed information relating to the matters to be dealt with at the Meeting and is supplemental to, and expressly made a part of, this Notice of Meeting. Additional information about the Corporation and its consolidated financial statements are also available on the Corporation's profile at [www.sedarplus.ca](http://www.sedarplus.ca) and on the Corporation's website (<https://earthlabs.com/agm-materials/>).

**All shareholders, both Registered Shareholders and Non-Registered Shareholders (please see "Advice to Non-Registered Shareholders" in the accompanying Circular to determine if you are a Non-Registered Shareholder) will have the opportunity to vote their shares in advance of the Meeting, either by completing a form of proxy (Registered Shareholders) or a voting instruction form (Non-Registered Shareholders).**

Registered Shareholders who are unable to attend the Meeting in person are requested to read, complete, sign and mail the enclosed form of proxy or to vote electronically in accordance with the instructions set out in the proxy and in the Circular accompanying this Notice of Meeting. Non-Registered shareholders must seek instruction on how to complete a voting instruction form and to vote their shares from their broker, trustee, financial institution or other nominee. Generally, Non-Registered Shareholders are not permitted to vote at the Meeting and must ensure they complete their voting instruction form before the date of the Meeting in accordance with the instructions provided by their broker, trustee, financial institution or other nominee. Please see "Advice to Non-Registered Shareholders" in the accompanying Circular for further information.

Should you have any questions regarding information contained in the enclosed documents or if you require assistance in voting your shares, please contact Computershare Investor Services Inc. toll-free in North America at 1-800-564-6253 or International at 514-982-7555 or by email [at.service@computershare.com](mailto:at.service@computershare.com).

**DATED** at Toronto, Ontario this 21<sup>st</sup> day of May, 2026.

**BY ORDER OF THE BOARD**

"Denis Laviolette" (signed)  
Executive Chairman of the Board and Chief  
Executive Officer

**EARTHLABS INC.**  
69 Yonge Street, Suite 200  
Toronto, Ontario  
M5E 1K3

**MANAGEMENT INFORMATION CIRCULAR**  
**As at May 21, 2026**

**SOLICITATION OF PROXIES**

**THIS MANAGEMENT INFORMATION CIRCULAR IS FURNISHED IN CONNECTION WITH THE SOLICITATION BY THE MANAGEMENT OF EARTHLABS INC.** (the "**Corporation**") of proxies to be used at the annual and special meeting of shareholders of the Corporation to be held on Thursday, June 25, 2026 (the "**Meeting**") at the place and time and for the purposes set forth in the accompanying notice of meeting (the "**Notice of Meeting**"), and at all adjournments thereof. Although it is expected that the solicitation of proxies will be primarily by mail, proxies may also be solicited personally or by telephone, facsimile or other proxy solicitation services. In accordance with National Instrument 54-101 - *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("**NI 54-101**"), arrangements have been made with brokerage houses and clearing agencies, custodians, nominees, fiduciaries or other intermediaries to send the Notice of Meeting, this management information circular (the "**Circular**"), the form of proxy for the Meeting and other Meeting materials, if applicable (collectively the "**Meeting Materials**") to the beneficial owners of the common shares of the Corporation (the "**Common Shares**") held of record by such parties. The Corporation may reimburse such parties for reasonable fees and disbursements incurred by them in doing so. The costs of the solicitation of proxies will be borne by the Corporation. The Corporation may also retain, and pay a fee to, one or more professional proxy solicitation firms to solicit proxies from the shareholders of the Corporation in favour of the matters set forth in the Notice of Meeting.

**APPOINTMENT AND REVOCATION OF PROXIES**

Shareholders of the Corporation may be "Registered Shareholders" or "Non-Registered Shareholders" (also referred to as "**beneficial shareholders**"). If Common Shares are registered in the shareholder's name, they are said to be owned by a "**Registered Shareholder**". If Common Shares are registered in the name of an intermediary and not registered in the shareholder's name, they are said to be owned by a "**Non-Registered Shareholder**". An intermediary is usually a bank, trust company, securities dealer or broker, or a clearing agency in which an intermediary participates. The instructions provided below set forth the different procedures for voting Common Shares at the Meeting to be followed by Registered Shareholders and Non-Registered Shareholders.

Registered Shareholders may vote in person at the Meeting or may appoint another person to represent such Registered Shareholder as proxy and to vote the Common Shares of such Registered Shareholder at the Meeting. In order to appoint another person as proxy, a Registered Shareholder must complete, execute and deliver the form of proxy accompanying this Circular, or another proper form of proxy, in the manner specified in the Notice of Meeting.

The purpose of a form of proxy is to designate persons who will vote on the shareholder's behalf in accordance with the instructions given by the shareholder in the form of proxy. The persons named in the enclosed form of proxy are officers or directors of the Corporation. **A REGISTERED SHAREHOLDER DESIRING TO APPOINT SOME OTHER PERSON, WHO NEED NOT BE A SHAREHOLDER OF THE CORPORATION, TO REPRESENT HIM OR HER AT THE MEETING MAY DO SO BY FILLING IN THE NAME OF SUCH PERSON IN THE BLANK SPACE PROVIDED IN THE FORM OF PROXY OR BY COMPLETING ANOTHER PROPER FORM OF PROXY.** A Registered Shareholder wishing to be represented by proxy at the Meeting or any adjournment thereof must, in all cases, deposit the completed form of proxy with the Corporation's transfer agent and registrar, Computershare Investor Services Inc. (the "**Transfer Agent**") not later than 11:00 a.m. (Eastern time) on June 23, 2026 or, if the Meeting is adjourned, not later than 48 hours, excluding Saturdays, Sundays and holidays, preceding the time of such adjourned Meeting at which the form of proxy is to be used. A form of proxy should be executed by the Registered Shareholder or his or her attorney duly authorized in writing or, if the Registered Shareholder is a corporation, by an officer or attorney thereof duly authorized.

Proxies may be deposited with the Transfer Agent using one of the following methods:

<b>By Mail or Hand Delivery:</b>	Computershare Investor Services Inc. 320 Bay Street, 14 <sup>th</sup> Floor, Toronto, ON, M5H 4A6
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<b>Telephone:</b>	1-866-732-VOTE (8683) (toll free within North America) or 1-312-588-4290 (outside North America). You will need to provide your 15 digit control number (located on the form of proxy accompanying this Circular)
<b>By Internet:</b>	<a href="http://www.investorvote.com">www.investorvote.com</a> You will need to provide your 15 digit control number (located on the form of proxy accompanying this Circular)

A Registered Shareholder attending the Meeting has the right to vote in person and, if he or she does so, his or her form of proxy is nullified with respect to the matters such person votes upon at the Meeting and any subsequent matters thereafter to be voted upon at the Meeting or any adjournment thereof.

A Registered Shareholder who has given a form of proxy may revoke the form of proxy at any time prior to using it: (a) by depositing an instrument in writing, including another completed form of proxy, executed by such Registered Shareholder or by his or her attorney authorized in writing or by electronic signature or, if the Registered Shareholder is a corporation, by an authorized officer or attorney thereof at, or by transmitting by telephone or electronic means, a revocation signed, subject to the *Canada Business Corporations Act* (the "CBCA"), by electronic signature, to (i) the registered office of the Corporation, located at 69 Yonge Street, Suite 200, Toronto, Ontario M5E 1K3, at any time prior to 5:00 p.m. (Eastern time) on the last business day preceding the day of the Meeting or any adjournment thereof or (ii) with the Chairman of the Meeting on the day of the Meeting or any adjournment thereof; or (b) in any other manner permitted by law.

#### **EXERCISE OF DISCRETION BY PROXIES**

The Common Shares represented by proxies in favour of management nominees will be voted or withheld from voting in accordance with the instructions of the Registered Shareholder on any ballot that may be called for and, if a Registered Shareholder specifies a choice with respect to any matter to be acted upon at the meeting, the Common Shares represented by the proxy shall be voted accordingly. Where no choice is specified, the proxy will confer discretionary authority and will be voted for the election of directors, for the appointment of auditors and the authorization of the directors to fix their remuneration and for each item of special business, as stated elsewhere in this Circular.

The enclosed form of proxy also confers discretionary authority upon the persons named therein to vote with respect to any amendments or variations to the matters identified in the Notice of Meeting and with respect to other matters which may properly come before the Meeting in such manner as such nominee in his judgment may determine. At the time of printing this Circular, the management of the Corporation knows of no such amendments, variations or other matters to come before the Meeting.

#### **ADVICE TO NON-REGISTERED SHAREHOLDERS**

**The information set forth in this section is of significant importance to many shareholders of the Corporation, as a substantial number of shareholders of the Corporation do not hold Common Shares in their own name.** Only Registered Shareholders or the persons they appoint as their proxies are permitted to attend and vote at the Meeting and only forms of proxy deposited by Registered Shareholders will be recognized and acted upon at the Meeting. Common Shares beneficially owned by a Non-Registered Holder are registered either: (i) in the name of an intermediary (an "**Intermediary**") with whom the Non-Registered Holder deals in respect of the Common Shares (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans); or (ii) in the name of a clearing agency (such as CDS Clearing and Depository Services Inc.) (each a "**Clearing Agency**") of which the Intermediary is a participant. Accordingly, such Intermediaries and Clearing Agencies would be the Registered Shareholders and would appear as such on the list maintained by the Transfer Agent. Non-Registered Holders do not appear on the list of the Registered Shareholders maintained by the Transfer Agent.

The Corporation is not relying on the notice and access delivery procedures outlined in NI 54-101 to distribute copies of proxy-related materials in connection with the Meeting. Proxy-related materials can be found on the Corporation's website (<https://earthlabs.com/agm-materials/>).

### ***Distribution of Meeting Materials to Non-Registered Holders***

In accordance with the requirements of NI 54-101, the Corporation has distributed copies of the Meeting Materials to the Clearing Agencies and Intermediaries for onward distribution to Non-Registered Holders as well as directly to NOBOs (as defined below).

Non-Registered Holders fall into two categories - those who object to their identity being known to the issuers of securities which they own ("**OBOs**") and those who do not object to their identity being made known to the issuers of the securities which they own ("**NOBOs**"). Subject to the provisions of NI 54-101, issuers may request and obtain a list of their NOBOs from Intermediaries directly or via their transfer agent and may obtain and use the NOBO list for the distribution of proxy-related materials to such NOBOs. If you are a NOBO and the Corporation or its agent has sent the Meeting Materials directly to you, your name, address and information about your holdings of Common Shares have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding the Common Shares on your behalf.

The Corporation's OBOs can expect to be contacted by their Intermediary. The Corporation does not intend to pay for Intermediaries to deliver the Meeting Materials to OBOs and it is the responsibility of such Intermediaries to ensure delivery of the Meeting Materials to their OBOs.

### ***Voting by Non-Registered Holders***

The Common Shares held by Non-Registered Holders can only be voted or withheld from voting at the direction of the Non-Registered Holder. Without specific instructions, Intermediaries or Clearing Agencies are prohibited from voting Common Shares on behalf of Non-Registered Holders. Therefore, each Non-Registered Holder should ensure that voting instructions are communicated to the appropriate person well in advance of the Meeting.

The various Intermediaries have their own mailing procedures and provide their own return instructions to Non-Registered Holders, which should be carefully followed by Non-Registered Holders in order to ensure that their Common Shares are voted at the Meeting.

Non-Registered Holders will receive either a voting instruction form or, less frequently, a form of proxy. The purpose of these forms is to permit Non-Registered Holders to direct the voting of the Common Shares they beneficially own. Non-Registered Holders should follow the procedures set out below, depending on which type of form they receive.

**Voting Instruction Form.** In most cases, a Non-Registered Holder will receive, as part of the Meeting Materials, a voting instruction form (a "**VIF**"). In order for Non-Registered Holders to have their shares voted at the Meeting, the VIF must be completed, signed and returned in accordance with the directions on the VIF.

**Form of Proxy.** Less frequently, a Non-Registered Holder will receive, as part of the Meeting Materials, a form of proxy that has already been signed by the Intermediary (typically by a facsimile, stamped signature) which is restricted as to the number of Common Shares beneficially owned by the Non-Registered Holder but which is otherwise not completed. If the Non-Registered Holder does not wish to attend and vote at the Meeting in person (or have another person attend and vote on the Non-Registered Holder's behalf), the Non-Registered Holder must complete and sign the form of proxy and in accordance with the directions on the form.

### ***Voting by Non-Registered Holders at the Meeting***

Although a Non-Registered Holder may not be recognized directly at the Meeting for the purposes of voting Common Shares registered in the name of an Intermediary or a Clearing Agency, a Non-Registered Holder may attend the Meeting as proxyholder for the Registered Shareholder who holds Common Shares beneficially owned by such Non-Registered Holder and vote such Common Shares as a proxyholder. A Non-Registered Holder who wishes to attend the Meeting and to vote their Common Shares as proxyholder for the Registered Shareholder who holds Common Shares beneficially owned by such Non-Registered Holder, should (a) if they received a VIF, follow the directions indicated on the VIF; or (b) if they received a form of proxy strike out the names of the persons named in the form of proxy and insert the Non-Registered Holder's or its nominees name in the blank space provided. Non-Registered Holders should carefully follow the instructions of their Intermediaries, including those instructions regarding when and where the VIF or the form of proxy is to be delivered.

All references to shareholders in the Meeting Materials are to Registered Shareholders as set forth on the list of registered shareholders of the Corporation as maintained by the Transfer Agent, unless specifically stated otherwise.

The Meeting will be hosted in person at 69 Yonge Street, Suite 200, Toronto, Ontario M5E 1K3.

### **RECORD DATE, VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES**

Each holder of Common Shares of record at the close of business on May 21, 2026 (the "**Record Date**") will be entitled to vote at the Meeting or at any adjournment thereof, either in person or by proxy. As at the Record Date, there were a total of 141,082,428 Common Shares issued and outstanding. Each Common Share outstanding on the Record Date carries the right to one vote at the Meeting.

Only Registered Shareholders as of the Record Date are entitled to receive notice of, and to attend and vote at, the Meeting or any adjournment or postponement of the Meeting. On a show of hands, every Registered Shareholder and proxy holder will have one vote and, on a poll, every Registered Shareholder present in person or represented by proxy will have one vote for each Common Share held.

To the knowledge of the Corporation's directors and executive officers, as of the date hereof, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, Common Shares carrying more than 10% of the voting rights attached to the outstanding Common Shares, other than as set forth below:

<b>Name<sup>(1)</sup></b>	<b>Number of Common Shares at May 21, 2026</b>	<b>Percentage of Issued and Outstanding Common Shares at May 21, 2026</b>
2176423 Ontario Ltd <sup>(2)</sup>	23,781,332	16.86%

Notes:

(1) The above information is based upon the disclosure made by security holders on www.SEDI.ca.

(2) 2176423 Ontario Ltd is a wholly-owned corporation of Mr. Eric Sprott.

### **INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED ON**

No director or executive officer of the Corporation who was a director or executive officer at any time since the beginning of the Corporation's last financial year, or any associate or affiliates of any such directors or officers, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting.

### **PARTICULARS OF MATTERS TO BE ACTED UPON**

To the knowledge of the board of directors (the "**Board**"), the matters to be brought before the Meeting are those matters set forth in the accompanying Notice of Meeting.

## 1. PRESENTATION AND RECEIPT OF FINANCIAL STATEMENTS

The audited consolidated financial statements of the Corporation as at and for the fiscal year ended December 31, 2025 and the accompanying auditors' report will be presented to Shareholders at the Meeting. The financial statements, together with the auditors' report for the fiscal year ended December 31, 2025, were mailed to those Shareholders who requested a copy and are available on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca). Shareholders of the Corporation may request copies of the Corporation's audited consolidated financial statements and management discussion and analysis free of charge by contacting the Corporation at its head office at 69 Yonge Street, Suite 200, Toronto, Ontario M5E 1K3 or by phone at (647) 345-7720.

## 2. FIXING NUMBER OF DIRECTORS

The Board currently consists of four (4) directors. It is proposed to fix the number of directors of the Corporation until the next annual general meeting of Shareholders at four (4) directors. This requires the approval of the shareholders by an ordinary resolution, which approval will be sought at the Meeting.

**UNLESS INSTRUCTIONS ARE GIVEN TO VOTE AGAINST THE RESOLUTION, THE PERSONS WHOSE NAMES APPEAR IN THE PROXY INTEND TO VOTE FOR THE RESOLUTION FIXING THE NUMBER OF DIRECTORS TO BE ELECTED AT THE MEETING AT FOUR (4).**

## 3. ELECTION OF DIRECTORS

The following table states the names of the persons nominated by management for election as directors, any offices with the Corporation currently held by them, their principal occupations or employment, the period or periods of service as directors of the Corporation and the approximate number of voting securities of the Corporation beneficially owned, directly or indirectly, or over which control or direction is exercised as of the date hereof.

Name, province or state and country of residence and position, if any, held in the Corporation	Principal occupation	Served as Director of the Corporation since	Number of Common Shares beneficially owned, directly or indirectly, or controlled or directed at May 21, 2026 <sup>(1)</sup>	Percentage of Voting Shares Owned or Controlled at May 21, 2026
Denis Laviolette <sup>(2)(3)(4)</sup> Ontario, Canada	Executive Chairman of the Board and Chief Executive Officer of the Corporation	Feb. 8, 2019	3,804,415 <sup>(7)</sup>	2.70%
Vincent Dubé-Bourgeois <sup>(5)</sup> Québec, Canada	President of the Corporation	Feb. 8, 2019	2,175,549 <sup>(8)</sup>	1.54%
Gerry Feldman, CPA, CA <sup>(2)(3)(5)(6)</sup> Ontario, Canada	Partner of DNTW Toronto LLP	Oct. 17, 2019	Nil	Nil%
Jay Sujir <sup>(2)(3)</sup> British Columbia, Canada	Partner at Farris LLP	June 25, 2020	Nil	Nil%

Notes:

(1) The information as to voting securities beneficially owned, controlled or directed, not being within the knowledge of the Corporation, has been furnished by the respective nominees individually.

(2) Member of the Audit Committee.

(3) Member of Compensation and Corporate Governance Committee.

(4) Executive Chairman of the Board of Directors.

- (5) Member of the Merger and Acquisition Committee.
- (6) Chairman of the Audit Committee and Compensation and Corporate Governance Committee and Merger and Acquisition Committee.
- (7) 355,500 common shares are held by Bruno Management Services Corporation, a wholly-owned corporation of Mr. Lavolette.
- (8) 13,500 common shares are held by 12854546 Canada Inc, a wholly-owned corporation of Mr. Dubé-Bourgeois.

The term of office of each director will be from the date of the Meeting at which he is elected until the next annual meeting, or until his successor is elected or appointed.

**PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED FOR THE ELECTION OF THE ABOVE-NAMED NOMINEES, UNLESS THE SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS OR HER SHARES ARE TO BE WITHHELD FROM VOTING IN RESPECT THEREOF. MANAGEMENT HAS NO REASON TO BELIEVE THAT ANY OF THE NOMINEES WILL BE UNABLE TO SERVE AS DIRECTOR BUT, IF A NOMINEE IS FOR ANY REASON UNAVAILABLE TO SERVE AS A DIRECTOR, PROXIES IN FAVOUR OF MANAGEMENT WILL BE VOTED IN FAVOUR OF THE REMAINING NOMINEES AND MAY BE VOTED FOR A SUBSTITUTE NOMINEE UNLESS THE SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS OR HER SHARES ARE TO BE WITHHELD FROM VOTING IN RESPECT OF THE ELECTION OF DIRECTORS.**

#### *Corporate Cease Trade Orders or Bankruptcies*

Other than as set forth below, no proposed director, within 10 years before the date of this Circular, has been a director, chief executive officer or chief financial officer of any company that:

- (a) was subject to: (i) a cease trade order; (ii) an order similar to a cease trade order; or (iii) 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 (collectively, an "**Order**") and that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or
- (b) was subject to an Order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

Other than specified below, no proposed director or executive officer, within 10 years before the date of this Circular, has been a director or executive officer of any company that, while the proposed director was acting in that capacity, or within a year of the proposed director 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:

- From January 2010 to November 2018, Jay Sujir was on the board of directors of Red Eagle Mining Corp. ("Red Eagle") which owned and operated the Santa Rosa mine in Colombia. Due to start up issues Red Eagle had difficulty servicing its project debt and the mine was only able to commence commercial production on the basis of forbearances from the secured lenders. In August 2018 Red Eagle obtained a firm commitment from a third party to refinance the debt with substantial concessions and co-operation from the secured lenders, but in October 2018 the third party defaulted on its commitment and as a result, the secured lenders withdrew their forbearances and appointed a receiver-manager over the assets of Red Eagle.
- Jay Sujir was on the board of directors of Red Eagle which is subject to a cease-trade order issued on November 20, 2018 by the British Columbia Securities Commission and evidences the decision of the regulator or securities regulatory authority in Ontario for failure to file interim financial statements, management's discussion and analysis, and certification of interim filings for the period ended September 30, 2018.

### ***Personal Bankruptcies***

None of the directors of the Corporation have, 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 such person.

### ***Penalties and Sanctions***

None of the directors of the Corporation have 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 been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in making an investment decision.

## **4. APPOINTMENT OF AUDITORS**

MNP LLP, Chartered Professional Accountants of 1 Adelaide St. East, Suite 1900, Toronto, ON M5C 2V9, were first appointed as auditors of the Corporation by the Board on October 17, 2019. Management of the Corporation proposes that MNP LLP be reappointed as the Corporation's auditors until the close of the next annual general meeting of the Shareholders and that the remuneration of MNP LLP be fixed by the Board.

**PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED IN FAVOUR OF THE APPOINTMENT OF MNP LLP AS AUDITORS OF THE CORPORATION TO HOLD OFFICE UNTIL THE NEXT ANNUAL MEETING OF SHAREHOLDERS AND THE AUTHORIZATION OF THE DIRECTORS TO FIX THEIR REMUNERATION, UNLESS THE SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS OR HER SHARES ARE TO BE WITHHELD FROM VOTING IN RESPECT THEREOF.**

## **5. APPROVAL OF NEW EQUITY COMPENSATION PLAN**

The shareholders of the Corporation most recently approved the existing stock option plan of the Corporation (the "**Stock Option Plan**") on August 16, 2022. The Stock Option Plan provides for the issue of up to a fixed aggregate of 27,311,038 Common Shares together with all other security based compensation plans of the Corporation, subject to standard anti-dilution adjustment. Stock options to purchase 12,920,267 Common Shares are currently outstanding under the Stock Option Plan as of May 21, 2026, and the Corporation may grant a further 31,659 stock options under the Stock Option Plan (calculated based upon an aggregate of 27,311,038 Common Shares available for issuance under the Stock Option Plan, less an aggregate of 27,279,379 stock options currently outstanding and previously granted under the Stock Option Plan, and Nil RSUs currently outstanding or previously issued under the restricted stock unit plan of the Corporation (the "**RSU Plan**"). See "*Stock Option Plan and Other Incentive Plans*" below.

The shareholders of the Corporation most recently approved the existing RSU Plan on August 16, 2022. The RSU Plan provides for the issue of up to a fixed aggregate of 7,000,000 Common Shares thereunder (which is a subset of, and not in addition to, the maximum number of Common Shares issuable under the Stock Option Plan). No RSUs have been granted under the RSU Plan to date. See "*Stock Option Plan and Other Incentive Plans*" below.

At the Meeting, shareholders will be invited to consider and, if thought fit, authorize the resolutions substantially in the form attached as Schedule B to this Circular (the "**Equity Compensation Plan Resolutions**") to terminate the Stock Option Plan and RSU Plan and to approve a new equity compensation plan in substantially the form appended as Appendix "I" to Schedule B to this Circular (the "**2026 Plan**"). The 2026 Plan will provide for a maximum of (i) with regard to stock options, such number of Common Shares as is equal to 10% of the aggregate number of Common Shares issued and outstanding from time to time; and (ii) with regard to RSUs, a fixed number which is equal to 10% of the issued and outstanding Common Shares as of the date of the Meeting.

The purpose of the 2026 Plan is to promote the long-term success of the Corporation and the creation of shareholder value by: (i) encouraging the attraction and retention of Eligible Persons (as defined in the 2026 Plan); (ii) encouraging such Eligible Persons to focus on critical long-term objectives; and (iii) promoting greater alignment of the interests of such Eligible Persons with the interests of the Corporation.

Unless the Corporation obtains disinterested shareholder approval of the 2026 Plan at the Meeting:

- (i) the maximum aggregate number of Common Shares issuable to any participant under the 2026 Plan, within any 12-month period, together with Common Shares reserved for issuance to such participant (and to companies wholly-owned by that participant) under all of the Corporation's other security-based compensation arrangements, shall not exceed five (5%) percent of the issued and outstanding Common Shares (calculated as at the date of any grant);
- (ii) the maximum aggregate number of Common Shares issuable to insiders under the 2026 Plan, within any 12-month period, together with Common Shares reserved for issuance to insiders under all of the Corporation's other security-based compensation arrangements, shall not exceed ten (10%) percent of the issued and outstanding Common Shares (calculated as at the date of any grant); and
- (iii) the maximum aggregate number of Common Shares issuable to insiders under the 2026 Plan, at any point in time, together with Common Shares reserved for issuance to insiders under all of the Corporation's other security-based compensation arrangements, shall not exceed ten (10%) percent of the issued and outstanding Common Shares.

Under the 2026 Plan: (i) the maximum aggregate number of Common Shares issuable to any one consultant, within any 12-month period, together with Common Shares issuable to such consultant under all of the Corporation's other security-based compensation arrangements, shall not exceed two (2%) percent of the issued and outstanding Common Shares (calculated as at the date of any grant); and (ii) the maximum aggregate number of Common Shares issuable pursuant to grants of stock options to all Investor Relations Service Providers (as defined in the 2026 Plan) performing Investor Relations Activities (as defined in the 2026 Plan), within any 12-month period, shall not in aggregate exceed two (2%) percent of the issued and outstanding Common Shares (calculated as at the date of any grant). For the avoidance of doubt, persons performing Investor Relations Activities are only eligible to receive stock options under the 2026 Plan; they are not eligible to receive any RSUs under the 2026 Plan.

Each stock option granted under the 2026 Plan shall, unless sooner terminated, expire on a date to be determined by the Board which will not exceed 10 years from the date of grant. Vesting shall be determined by the Board, provided that stock options issued to persons conducting Investor Relations Activities must vest (and shall not otherwise be exercisable) in stages over a minimum of 12 months such that (i) no more than 1/4 of the stock options vest sooner than three months after the date of grant; (ii) no more than another 1/4 of the stock options vest sooner than six months after the date of grant; (iii) no more than another 1/4 of the stock options vest sooner than nine months after the date of grant; and (iv) the remainder of the stock options vest no sooner than 12 months after the date of grant.

All RSUs granted under the 2026 Plan will vest and become payable by the issuance of Common Shares over such period as shall be determined by the Board, provided that no RSUs may vest before the date that is one year following the date of grant.

Awards granted under the 2026 Plan may be terminated in the event of death, disability or other termination of the participant's relationship with the Corporation, all as set forth in the 2026 Plan appended as Appendix "I" to Schedule "B" to this Circular, provided that no stock options or RSUs may be exercised or vest at any time following the date which is 12 months after a participant ceases to be an eligible recipient under the 2026 Plan (at which point all such awards must expire). The Board may at any time or from time to time, in its sole and absolute discretion and without the approval of shareholders of the Corporation, amend, suspend, terminate or discontinue the 2026 Plan and may amend the terms and conditions of any awards granted thereunder, subject to:

- (i) any required disinterested shareholder approval to (i) reduce the exercise price of an award issued to an insider or (ii) to extend the term of a stock option granted to an insider, in either event in accordance with the policies of the TSXV while the Common Shares are listed on the TSXV;
- (ii) any required approval of any applicable regulatory authority or the TSXV;
- (iii) any approval of shareholders of the Corporation as required by the rules of the TSXV or applicable law, provided that shareholder approval shall not be required for the following amendments and the Board may make any changes which may include but are not limited to (except that the TSXV may require approval of the shareholders of the Corporation for amendments pursuant to Sections 6(III) to (VII)):

- (I) amendments of a “housekeeping nature”;
- (II) amendments for the purpose of curing any ambiguity, error or omission in the 2026 Plan or to correct or supplement any provision of the 2026 Plan that is inconsistent with any other provision of the 2026 Plan;
- (III) amendments which are necessary to comply with applicable law or the requirements of the TSXV;
- (IV) amendments respecting administration and eligibility for participation under the 2026 Plan;
- (V) amendments to the terms and conditions on which awards may be or have been granted pursuant to the 2026 Plan including amendments to the vesting provisions and terms of any awards;
- (VI) with the exception of stock options granted to persons performing Investor Relations Activities, amendments which alter, extend or accelerate the terms of vesting applicable to any awards; and
- (VII) changes to the termination provisions of an award or the 2026 Plan which do not entail an extension beyond the original fixed term.

If the Equity Compensation Plan Resolutions are approved, the Stock Option Plan and RSU Plan will each be terminated, the 2026 Plan will come into effect, the stock options currently outstanding under the Stock Option Plan will remain outstanding under the 2026 Plan without any amendment to their terms, and the Corporation will be able to grant a further 1,187,976 stock options (calculated as 10% of the current number of issued and outstanding Common Shares, less 12,920,267 stock options currently outstanding), and such number of RSUs as is equal to 10% of the issued and outstanding Common Shares as of the date of the Meeting, all under the 2026 Plan.

If the Equity Compensation Plan Resolutions are not approved, the Stock Option Plan and RSU Plan will each remain in force without any amendment, the outstanding stock options of the Corporation will continue to remain outstanding without any amendment to their terms, and the Corporation will be able to grant a further 31,659 stock options under the Stock Option Plan (calculated based upon an aggregate of 27,311,038 Common Shares available for issuance under the Stock Option Plan, less an aggregate of 27,279,379 stock options currently outstanding and previously granted under the Stock Option Plan, and Nil RSUs currently outstanding or previously issued under the RSU Plan).

Set forth below is a summary of the 12,920,267 outstanding stock options to purchase Common Shares under the Stock Option Plan as at the date hereof:

<b>Holder</b>	<b>Number/Type of Shares Under Option</b>	<b>Date of Grant</b>	<b>Expiry Date</b>	<b>Exercise Price</b>
All executive officers and past executive officers of the Corporation, as a group	6,750,000 Common Shares	September 8, 2023	September 8, 2028	\$0.20
	1,525,000 Common Shares	May 31, 2022	May 31, 2027	\$0.485
All directors and past directors (who are not also executive officers) of the Corporation, as a group	800,000 Common Shares	September 8, 2023	September 8, 2028	\$0.20
	300,000 Common Shares	May 31, 2022	May 31, 2027	\$0.485
All other employees and past employees of the Corporation and all subsidiaries, as a group	470,000 Common Shares	December 15, 2023	December 15, 2028	\$0.20
	1,725,000 Common Shares	September 8, 2023	September 8, 2028	\$0.20
	145,000 Common Shares	May 31, 2022	May 31, 2027	\$0.485
All consultants of the Corporation as a group	1,200,000 Common Shares	September 8, 2023	September 8, 2028	\$0.20
	5,000 Common Shares	May 31, 2022	May 31, 2027	\$0.485

Approval of the Equity Compensation Plan Resolutions will be obtained if a majority of the votes cast are in favour thereof.

**The management representatives named in the attached form of proxy intend to vote in favour of the Equity Compensation Plan Resolutions, unless a shareholder specifies in the proxy that his or her Common Shares are to be voted against the Equity Compensation Plan Resolutions.**

### STATEMENT OF EXECUTIVE COMPENSATION

Under applicable securities legislation, the Corporation is required to disclose certain financial and other information relating to the compensation of the Chief Executive Officer, the Chief Financial Officer and the most highly compensated executive officer of the Corporation as at December 31, 2025 (the Corporation's most recent year end) whose total compensation was more than \$150,000 for the financial year of the Corporation ended December 31, 2025 (collectively the "Named Executive Officers"), and for the directors of the Corporation.

#### Summary Compensation Table

The following table provides a summary of compensation paid, directly or indirectly, for each of the two most recently completed financial years to the Named Executive Officers and the directors of the Corporation:

TABLE OF COMPENSATION EXCLUDING COMPENSATION SECURITIES <sup>(1)</sup>							
Name and position	Fiscal Year	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of Perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Denis Laviolette <sup>(2)</sup> Executive Chairman and Chief Executive Officer, Director and, former President	2025	225,000	140,000	--	--	--	365,000
	2024	225,000	--	--	--	--	225,000
Vincent Dubé-Bourgeois <sup>(4)</sup> President, Director and former Chief Executive Officer	2025	225,000	140,000	--	--	--	365,000
	2024	225,000	--	--	--	--	225,000
Binh Quach <sup>(3)</sup> Chief Financial Officer and Corporate Secretary	2025	225,000	140,000	--	--	--	365,000
	2024	225,000	--	--	--	--	225,000
Cejay Kim <sup>(5)</sup> Chief Business Officer	2025	225,000	160,000	--	--	--	385,000
	2024	225,000	--	--	--	--	225,000
Mathew Willon <sup>(6)</sup> Chief Investment Officer	2025	225,000	450,000	--	--	--	675,000
	2024	225,000	--	--	--	--	225,000
Gerry Feldman Director	2025	--	--	45,000	--	--	45,000
	2024	--	--	45,000	--	--	45,000
Jay Sujir Director	2025	--	--	35,000	--	--	35,000
	2024	--	--	35,000	--	--	35,000

Notes:

(1) This table does not include any amount paid as reimbursement for expenses.

(2) As set forth in the section titled "Employment, Consulting and Management Agreements", Mr. Laviolette earns a consulting fee of \$18,750 per month and compensation is paid to Bruno Management Services Corporation, a corporation controlled by Mr. Laviolette.

(3) As set forth in the section titled "Employment, Consulting and Management Agreements", Mr. Quach earns a consulting fee of \$18,750 per month and compensation is paid to Quach Mngmt Inc., a corporation controlled by Mr. Quach.

(4) As set forth in the section titled "Employment, Consulting and Management Agreements", Mr. Dubé-Bourgeois earns a consulting fee of \$18,750 per month and compensation is paid to 12854546 Canada Inc, a corporation controlled by Mr. Dubé-Bourgeois.

(5) As set forth in the section titled "Employment, Consulting and Management Agreements", Mr. Kim earns a salary of \$225,000 per year pursuant to an employment agreement dated January 1, 2019 and as amended on December 1, 2022.

(6) As set forth in the section titled "Employment, Consulting and Management Agreements", Mr. Wilson was appointed the Chief Investment Officer of the Corporation on March 3, 2023. and earns a consulting fee of \$18,750 per month paid to Creason Inc., a corporation controlled by Mr. Wilson.

### Stock Options and Other Compensation Securities

There were no compensation securities granted to any Named Executive Officer and director of the Corporation during the fiscal years ended December 31, 2024 and 2025.

### Exercise of Stock Options and Other Compensation Securities

Set forth below is a summary of all compensation securities exercised by Named Executive Officers and directors of the Corporation during the fiscal years ended December 31, 2025 and 2024.

Name and Position	Type of Compensation Security	Number of Underlying Securities Exercised	Exercise Price per Security	Date of Exercise	Closing Price per Security on Date of Exercise	Difference between Exercise Price and Closing Price on Date of Exercise	Total Value on Exercise Date
Denis Laviolette Executive Chairman and Chief Executive Officer, Director and, former President	Options	250,000	\$0.18	June 16, 2025	\$0.24	\$0.06	\$60,000
Vincent Dubé-Bourgeois President, Director and former Chief Executive Officer	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Binh Quach Chief Financial Officer and Corporate Secretary	Options	250,000	\$0.18	June 16, 2025	\$0.24	\$0.06	\$60,000
Cejay Kim Chief Business Officer	Options	250,000	\$0.18	June 26, 2025	\$0.25	\$0.07	\$62,500
Mathew Willon	Nil	Nil	Nil	Nil	Nil	Nil	Nil

Chief Investment Officer							
Gerry Feldman Director	Options	250,000	\$0.18	June 16, 2025	\$0.24	\$0.06	\$60,000
Jay Sujir Director	Nil	Nil	Nil	Nil	Nil	Nil	Nil

## Pension Plan Benefits

For the most recently completed financial year, the Corporation did not have any pension or retirement benefit plans, and none are proposed at this time.

## Stock Option Plan and other Incentive Plans

### *Stock Option Plan*

The Corporation has in place the Stock Option Plan. The Corporation has adopted the Stock Option Plan for officers, directors, employees and consultants of the Corporation. The Stock Option Plan currently provides for the issue of up to a fixed aggregate of 27,311,038 Common Shares together with all other security-based compensation plans of the Corporation, subject to standard anti-dilution adjustment.

The purpose of the Stock Option Plan is to, among other things, encourage share ownership in the Corporation by *bona fide* directors, officers, employees and consultants of the Corporation and its affiliates and other designated persons. Stock options may be granted under the Stock Option Plan only to directors, officers, employees and consultants of the Corporation and its subsidiaries and other designated persons as designated from time to time by the Board. The exercise price of any stock options cannot be less than the market price of the Common Shares. Stock Options granted under the Stock Option Plan may be exercised during a period not exceeding ten years, subject to earlier termination upon the termination of the optionee's employment, upon the optionee ceasing to be an employee, senior officer, director or consultant of the Corporation or any of its subsidiaries or ceasing to have a designated relationship with the Corporation, as applicable, or upon the optionee retiring, becoming permanently disabled or dying. The stock options are non-transferable. The Stock Option Plan contains provisions for adjustment in the number of Common Shares issuable thereunder in the event of a subdivision, consolidation, reclassification or change of the Common Shares, a merger or other relevant changes in the Corporation's capitalization, subject to prior approval of the TSX Venture Exchange ("TSXV") other than in the event of a subdivision or consolidation.

The maximum number of Options which may be granted to any one Consultant under the Stock Option Plan, any other securities based compensation plans (including any restricted share plan) or options for services, within any 12-month period, must not exceed 2% of the Common Shares issued and outstanding at the time of the grant (on a non-diluted basis). The maximum number of Stock Options which may be granted to any participant providing investor relations services to the Corporation under the Stock Option Plan or options for services, within any 12-month period must not exceed, in the aggregate, 2% of the Common Shares issued and outstanding at the time of the grant (on a non-diluted basis). The total number of Common Shares which may be issued or reserved for issuance to any one individual under the Stock Option Plan together with all other securities-based compensation plans of the Corporation within any one year period shall not exceed 5% of the outstanding issue, calculated on the date of grant.

Subject to shareholder approval in certain circumstances, the Board may from time to time amend or revise the terms of the Stock Option Plan or may terminate the Stock Option Plan at any time. The following amendments may be made without shareholder approval: (i) amendments to fix typographical errors; and (ii) amendments to clarify existing provisions of the Stock Option Plan that do not have the effect of altering the scope, nature and intent of such provisions. The following amendments require shareholder approval: (i) any change to the maximum number of Common Shares that may be issued under the Stock Option Plan, whether as a fixed number of Common Shares or as a percentage of the number of Common Shares outstanding from time to time (other than to reflect an adjustment as a result of the effect of the anti-dilution provisions of the Stock Option Plan); (ii) any reduction in the exercise price or extension of the expiry date of any stock option (which is subject to disinterested shareholder approval); (iii) any increase the limits on the number of Common Shares issuable to participants under the Stock Option Plan who are insiders (which is subject to disinterested shareholder approval); or (iv) any expansion of the class of participants eligible to participate in the Stock Option Plan.

The Stock Option Plan does not contain any provision for financial assistance by the Corporation in respect of Options granted under the Stock Option Plan.

At the Meeting, shareholders will be asked to consider and, if deemed fit, pass a resolution terminating the Stock Option Plan and approving the 2026 Plan. See "*Particulars of Matters to be Acted Upon – Approval of New Equity Compensation Plan*".

### **RSU Plan**

The RSU Plan provides for the grant of restricted share units ("**RSU's**") to *bona fide* directors, officers, consultants and employees (other than those performing certain specified investor relations activities) of the Corporation (each, an "**RSU Eligible Person**"). The RSUs are settled through the issuance of Common Shares.

The purpose of the RSU Plan is to allow for certain discretionary bonuses and similar awards as an incentive and reward for selected eligible persons related to the achievement of long-term financial and strategic objectives of the Corporation and the resulting increases in shareholder value. The RSU Plan is intended to promote a greater alignment of interests between the shareholders of the Corporation and the selected eligible persons by providing an opportunity to participate in increases in the value of the Corporation. The RSU Plan is administered by the Board, which has the authority to delegate all of its powers and authority under the RSU Plan to a committee of the Board.

RSUs are akin to "phantom shares" that track the value of the underlying Common Shares but do not entitle the recipient to the actual underlying Common Shares until such RSUs vest. The RSU Plan permits the Board to grant awards of RSUs to RSU Eligible Persons ("**RSU Grantees**"). Upon vesting, the RSUs are converted on a one-for-one basis for freely tradable, non-restricted Common Shares.

While the Corporation is subject to the regulations of the TSX Venture Exchange, the aggregate number of RSUs that may be granted to any one individual under the RSU Plan shall not exceed: (a) 1% of the aggregate number of Common Shares outstanding at the time of grant; or (b) 2% of the aggregate number of Common Shares outstanding in aggregate over any given 12-month period, in each case calculated on a non-diluted basis. Further, while the Corporation is subject to the regulations of the TSX Venture Exchange, (i) the maximum number of Common Shares which may be issuable, at any time, to insiders under the RSU Plan, together with any other share-based compensation arrangements of the Corporation, shall be 10% of the total number of Common Shares issued and outstanding; and (ii) the maximum number of Common Shares which may be issued, within any one-year period, to insiders under the RSU Plan, together with any other share-based compensation arrangements of the Corporation, shall be 10% of the total number of Common Shares issued and outstanding.

The Board has the discretion to stipulate the length of time for vesting and to determine various performance objectives based on certain business criteria as a pre-condition to a RSU vesting. Any performance objectives to be met are established by the Board at the time of grant of the RSU. RSUs shall expire if they have not vested prior to an expiry date to be set by the Board, which shall be no later than December 31 of the third calendar year after the year in which the RSUs were granted, and will be terminated to the extent that any performance objectives or other vesting criteria have not been met. RSUs may not be transferred, assigned, pledged or otherwise encumbered.

Subject to the terms of the RSU Plan and in each case unless the Board determines otherwise:

- (i) all RSUs held by a recipient will be automatically cancelled in the event of a termination of employment or removal from service by the Corporation of such recipient for cause;
- (ii) if a holder of RSUs ceases to be an RSU Eligible Person for any of the following reasons, their RSU's will remain outstanding until the earlier of (i) one year following the date upon which such recipient ceases to be an RSU Eligible Person; and (ii) the expiry of any notice period given by the Corporation to such RSU Eligible Person of his or her termination: (a) retirement of the recipient; (b) death or disability of the recipient; (c) the termination of employment or removal from service by the Corporation without cause; or (d) the failure of a director to be re-elected to the Board other than in the circumstances set forth in (iii) below; and
- (iii) all RSUs held by a recipient for which the performance conditions or other vesting conditions have not been met will be automatically cancelled, without further act or formality and without compensation, immediately in the event of a termination arising from the resignation by the recipient from employment with or as a service provider to the Corporation, or determination by the recipient that he or she shall not contend for re-election to the Board, and all RSUs for which the performance conditions

or other vesting conditions have been met shall continue to remain outstanding for a period of one year following the date upon which such recipient ceases to be an RSU Eligible Person.

In the event of a change of control of the Corporation and the subsequent termination of the RSU Grantee, or a decrease or diminishment of the RSU Grantee's duties, within 12 months of such change of control, the RSUs will immediately vest and the RSU award will be paid out in Common Shares.

The Board may, at any time and from time to time, terminate the RSU Plan as to any Common Shares of which RSU awards have not been made. No amendments may be made by the Board to the RSU Plan to effect any of the following without shareholder approval: (i) an increase in the maximum number of securities reserved for issuance under the RSU Plan, or (ii) an amendment to the amendment provisions. A maximum of 7,000,000 Common Shares are available for issuance upon the vesting of RSUs under the RSU Plan (which amount is a subset of, and not in addition to, the maximum number of Common Shares issuable under the Stock Option Plan). RSU awards which vest will not be available for re-grant under the RSU Plan.

At the Meeting, shareholders will be asked to consider and, if deemed fit, pass a resolution terminating the RSU Plan and approving the 2026 Plan. See "Particulars of Matters to be Acted Upon – Approval of New Equity Compensation Plan".

### **Employment, Consulting and Management Agreements**

Set forth below are certain details relating to the compensation and arrangements of the Corporation's Chief Executive Officer, Denis Laviolette, its President, Vincent Dubé-Bourgeois, its Chief Financial Officer and Corporate Secretary, Binh Quach, its Chief Business Officer, Cejay Kim, and Chief Investment Officer, Mathew Wilson.

#### Consultancy Agreement with Denis Laviolette

The Corporation was previously party to a consultancy management agreement for an indefinite term, dated January 1, 2018 with Mr. Laviolette for his services. Effective July 1, 2020, the Corporation entered into a new consulting agreement (the "**Laviolette Consultancy Agreement**") with Bruno Management Services Corporation ("**Bruno**") pursuant to which Mr. Laviolette provided his services to the Corporation in consideration of a monthly fee of \$12,500 plus an incentive fee that may be awarded from time to time. Effective December 1, 2022, the monthly fee was increased to \$18,750. Bruno is also entitled to receive stock options from time to time, at the discretion of the Board. The Laviolette Consulting Agreement has an indefinite term, and may be terminated as follows:

- (i) by the Corporation in the event of the death or disability of Mr. Laviolette, or in the event that an individual other than Mr. Laviolette is designated by Bruno to perform the services under the Laviolette Consulting Agreement;
- (ii) by the Corporation in the event of a "fundamental breach" (as defined in the Laviolette Consulting Agreement) by Bruno or its designee;
- (iii) by Bruno upon 60 days' written notice;
- (iv) by the Corporation without cause upon payment of 18 months' base fee, a payment equal to 1.5 times the average of any incentive payment made to Bruno within the preceding two years, and the immediate vesting of all stock options; or
- (v) by either party within 60 days of a "change of control" (as defined in the Laviolette Consulting Agreement) upon payment of 24 months' base fee, a payment equal to any incentive payment made to Bruno within the preceding two years, and the immediate vesting of all stock options.

The Laviolette Consultancy Agreement contains standard confidentiality and non-solicitation provisions.

#### Consultancy Agreement with Binh Quach

The Corporation was previously party to a consultancy management agreement for an indefinite term, dated January 1, 2018 with Mr. Quach for his services as Chief Financial Officer of the Corporation. Effective July 1, 2020, the Corporation entered into a new consulting agreement (the "**Quach Consultancy Agreement**") with Quach Mngmt Inc. ("**QMI**") pursuant to which Mr. Quach provides his services as Chief Financial Officer and Corporate Secretary of the Corporation in consideration of a monthly fee of \$12,500 plus an incentive fee that may be awarded from time to time. QMI was also entitled to a signing bonus of \$135,000 and to receive stock options

from time to time, at the discretion of the Board. Effective December 1, 2022, the monthly fee was increased to \$18,750. The Quach Consultancy Agreement has an indefinite term, and may be terminated as follows:

- (i) by the Corporation in the event of the death or disability of Mr. Quach, or in the event that an individual other than Mr. Quach is designated by QMI to perform the services under the Quach Consulting Agreement;
- (ii) by the Corporation in the event of a "fundamental breach" (as defined in the Quach Consulting Agreement) by QMI or its designee;
- (iii) by QMI upon 60 days' written notice;
- (iv) by the Corporation without cause upon payment of 18 months' base fee, a payment equal to 1.5 times the average of any incentive payment made to QMI within the preceding two years, and the immediate vesting of all stock options; or
- (v) by either party within 60 days of a "change of control" (as defined in the Quach Consulting Agreement) upon payment of 24 months' base fee, a payment equal to any incentive payment made to QMI within the preceding two years, and the immediate vesting of all stock options.

The Quach Consultancy Agreement contains standard confidentiality and non-solicitation provisions.

#### Consultancy Agreement with Vincent Dubé-Bourgeois

The Corporation previously entered into a consultancy management agreement for an indefinite term, dated January 1, 2018 with Mr. Dubé-Bourgeois for his services as Chief Operating Officer of the Corporation. Effective July 1, 2020, the Corporation entered into a new executive employment agreement (the "**Dubé-Bourgeois Agreement**") with Mr. Dubé-Bourgeois pursuant to which Mr. Dubé-Bourgeois provides his services to the Corporation in consideration of an annual fee of \$150,000 plus a discretionary bonus that may be awarded from time to time. Effective January 1, 2022, the Corporation entered into a new consulting agreement (the "**Dubé-Bourgeois Consultancy Agreement**") with 12854546 Canada Inc. pursuant to which Mr. Dubé-Bourgeois currently provides his services as President of the Corporation in consideration of a monthly fee of \$12,500 plus an incentive fee that may be awarded from time to time. Effective December 1, 2022, the monthly fee was increased to \$18,750. Mr. Dubé-Bourgeois is also entitled to receive stock options from time to time, at the discretion of the Board. The Dubé-Bourgeois Consultancy Agreement has an indefinite term, and may be terminated as follows:

- (i) by the Corporation in the event of the death of Mr. Dubé-Bourgeois;
- (ii) by the Corporation for "cause" (as defined in the Dubé-Bourgeois Agreement);
- (iii) by Mr. Dubé-Bourgeois upon 45 days' written notice;
- (iv) by the Corporation without cause upon payment of 18 months' notice or payment in lieu of notice, with such payment comprised of the base salary and the average bonus paid over the preceding two years multiplied by 1.5, and the immediate vesting of all stock options; or
- (v) by Mr. Dubé-Bourgeois within 60 days of a "change of control" (as defined in the Dubé-Bourgeois Agreement) upon payment of 24 months' salary and bonus and the immediate vesting of all stock options.

The Dubé-Bourgeois Consultancy Agreement contains standard confidentiality, non-competition and non-solicitation provisions.

#### Executive Employment Agreement with Cejay Kim

The Corporation entered into an executive employment agreement (the "**Kim Agreement**") with Mr. Kim pursuant to which Mr. Kim provides his services as Chief Business Officer of the Corporation in consideration of an annual fee of \$150,000 effective January 1, 2020, plus a discretionary bonus that may be awarded from time to time. Effective December 1, 2022, the annual fee was increased to \$225,000. Mr. Kim is also entitled to receive stock options from time to time, at the discretion of the Board. The Kim Agreement has an indefinite term, and may be terminated as follows:

- (i) by the Corporation in the event of the death of Mr. Kim;
- (ii) by the Corporation for "cause" (as defined in the Kim Agreement);
- (iii) by Mr. Kim upon 45 days' written notice;
- (iv) by the Corporation without cause upon payment of 18 months' notice or payment in lieu of notice, with such payment comprised of the base salary and the average bonus paid over the preceding two years multiplied by 1.5, and the immediate vesting of all stock options; or
- (v) by Mr. Kim within 60 days of a "change of control" (as defined in the Kim Agreement) upon payment of 24 months' salary and bonus and the immediate vesting of all stock options.

The Kim Agreement contains standard confidentiality, non-competition and non-solicitation provisions.

#### Consultancy Agreement with Mathew Wilson

On July 26, 2021, the Corporation entered into a consulting agreement with Creason Inc. (the "**Wilson Consultancy Agreement**") pursuant to which Mr. Wilson provides his services to the Corporation in consideration of a monthly fee of \$8,000. Effective March 21, 2022, the monthly fee was increased to \$18,750. On March 3, 2023, Mr. Wilson was appointed the Chief Investment Officer of the Corporation. The Wilson Consultancy Agreement has an indefinite term, and may be terminated by providing one month notice by either party.

The Wilson Consultancy Agreement contains standard confidentiality, non-competition and non-solicitation provisions.

### **Oversight and Description of Director and Named Executive Officer Compensation**

#### *Compensation of Directors*

The Corporation has a Compensation and Corporate Governance Committee. The Board, at the recommendation of the Compensation and Corporate Governance Committee, determines the compensation payable to the directors of the Corporation and reviews such compensation periodically throughout the year. For their role as directors of the Corporation, each director of the Corporation may, from time to time, be awarded stock options under the provisions of the Stock Option Plan. There are no other arrangements under which the directors of the Corporation who are not executive officers were compensated by the Corporation or its subsidiaries during the most recently completed financial year end for their services in their capacity as directors of the Corporation.

#### *Compensation of Named Executive Officers*

##### Principles of Executive Compensation

The Corporation believes in linking an individual's compensation to his or her performance and contribution as well as to the performance of the Corporation as a whole. The primary components of the Corporation's executive compensation are base salary and option-based awards. The Board believes that the mix between base salary and incentives must be reviewed and tailored to each executive based on their role within the organization as well as their own personal circumstances. The overall goal is to successfully link compensation to the interests of the shareholders. The following principles form the basis of the Corporation's executive compensation program:

1. align interest of executives and shareholders;
2. attract and motivate executives who are instrumental to the success of the Corporation and the enhancement of shareholder value;
3. pay for performance;
4. ensure compensation methods have the effect of retaining those executives whose performance has enhanced the Corporation's long-term value; and

5. connect, if possible, the Corporation's employees into principles 1 through 4 above.

The Board is responsible for the Corporation's compensation policies and practices. The Board has the responsibility to review and make recommendations concerning the compensation of the directors of the Corporation and the Named Executive Officers. The Board also has the responsibility to make recommendations concerning annual bonuses and grants to eligible persons under the Stock Option Plan. The Board, at the recommendation of the Compensation and Corporate Governance Committee, reviews and approves the hiring of executive officers.

#### Base Salary

The Board approves the salary ranges for the Named Executive Officers. The base salary review for each Chief Executive Officer and Chief Financial Officer is based on assessment of factors such as current competitive market conditions, compensation levels within the peer group and particular skills, such as leadership ability and management effectiveness, experience, responsibility and proven or expected performance of the particular individual. Comparative data for the Corporation's peer group is also accumulated from a number of external sources including independent consultants. The Corporation's policy for determining salary for executive officers of the Corporation is consistent with the administration of salaries for all other employees.

#### Annual Incentives

The Corporation, in its discretion, may award such incentives in order to motivate executives to achieve short-term corporate goals. The Board, at the recommendation of the Compensation and Corporate Governance Committee, approves annual incentives.

The success of Named Executive Officers in achieving their individual objectives and their contribution to the Corporation in reaching its overall goals are factors in the determination of their annual bonus. The Compensation and Corporate Governance Committee assesses each Named Executive Officers' performance on the basis of his or her respective contribution to the achievement of the predetermined corporate objectives, as well as to needs of the Corporation that arise on a day to day basis. This assessment is used by the Compensation and Corporate Governance Committee in developing its recommendations with respect to the determination of annual bonuses for the Named Executive Officers.

#### Compensation and Measurements of Performance

The Board, at the recommendation of the Compensation and Corporate Governance Committee, may approve targeted amounts of annual incentives for each Named Executive Officer at the beginning of each financial year. The targeted

amounts are determined by the Board based on a number of factors, including comparable compensation of similar companies.

Achieving predetermined individual and/or corporate targets and objectives, as well as general performance in day to day corporate activities, triggers the award of a bonus payment to the Named Executive Officers. The Named Executive Officers receive a partial or full incentive payment depending on the number of the predetermined targets met and the Board's assessment of overall performance. The determination as to whether a target has been met is ultimately made by the Board and the Board reserves the right to make positive or negative adjustments to any bonus payment if they consider them to be appropriate.

#### Long Term Compensation

The Corporation currently has no long-term incentive plans, other than stock options granted from time to time by the Board under the provisions of the Stock Option Plan and the restricted share units granted from time to time under the RSU Plan.

#### **Pension Disclosure**

There are no pension plan benefits in place for the Named Executive Officers or the directors of the Corporation.

### **SECURITIES AUTHORIZED FOR ISSUE UNDER EQUITY COMPENSATION PLAN**

The following table sets forth information with respect to all compensation plans of the Corporation under which equity securities are authorized for issue as of December 31, 2025:

## Equity Compensation Plan Information

Plan Category	Number of securities to be issued upon exercise of outstanding options (#)	Weighted-average exercise price of outstanding options (\$)	Number of securities remaining available for future issuance under equity compensation plans (#)
Equity compensation plans approved by securityholders	15,511,599	\$0.24	31,659
Equity compensation plans not approved by securityholders	Nil	N/A	N/A
Total	15,511,599	\$0.24	31,659

## INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as otherwise disclosed in this Circular, no director, executive officer or principal shareholder of the Corporation, or associate or affiliate of any of the foregoing, has had any material interest, direct or indirect, in any transaction within the preceding three years or in any proposed transaction that has materially affected or will materially affect the Corporation.

## INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

No director or officer of the Corporation or person who acted in such capacity in the last financial year of the Corporation, or any other individual who at any time during the most recently completed financial year of the Corporation was a director of the Corporation or any associate of the Corporation, is indebted to the Corporation, nor is any indebtedness of any such person to another entity the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Corporation.

## AUDIT COMMITTEE INFORMATION REQUIRED IN THE INFORMATION CIRCULAR OF A VENTURE ISSUER

National Instrument 52-110 - *Audit Committees* ("**NI 52-110**") requires that certain information regarding the audit committee of a "venture issuer" (as that term is defined in NI 52-110) be included in the management information circular sent to shareholders in connection with the issuer's annual meeting. The Corporation is a "venture issuer" for the purposes of NI 52-110.

### Audit Committee Charter

The full text of the charter of the Corporation's Audit Committee is attached hereto as Schedule "A" (the "**Audit Committee Charter**").

### Composition of the Audit Committee

The members of the Audit Committee are currently Gerry Feldman, Denis Laviolette and Jay Sujir, each of whom is a director and financially literate. Financial literacy includes the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues similar to those expected to arise in the context of the Corporation. Gerry Feldman and Jay Sujir are considered to be independent in accordance with NI 52-110. Denis Laviolette is not considered to be independent in accordance with NI 52-110 as a result of his role as Executive Chairman and Chief Executive Officer of the Corporation.

### Relevant Education and Experience

Each member of the Audit Committee has extensive experience in dealing with financial statements, accounting issues and principles, internal controls and procedures for financial reporting and other related accounting and auditing matters to public companies. Mr.

Feldman is the managing partner of DNTW Toronto LLP Chartered Professional Accountants. Mr. Sujir is a Partner at Farris LLP with over 30 years expertise in the securities industry. Mr. Laviolette has served as an executive officer and director of numerous publicly listed companies and has extensive experience in financial reporting and related matters. All three members have extensive experience in business, finance and governance of private and publicly-traded companies.

### **Audit Committee Oversight**

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

### **Reliance on Exemptions in NI 52-110**

Since the commencement of the Corporation's most recently completed financial year, the Corporation has not relied on:

1. the exemption in section 2.4 (*De Minimis Non-audit Services*) of NI 52-110 (which exempts all non-audit services provided by the Corporation's auditor from the requirement to be pre-approved by the Audit Committee if such services are less than 5% of the auditor's annual fees charged to the Corporation, are not recognized as non-audit services at the time of the engagement of the auditor to perform them and are subsequently approved by the Audit Committee prior to the completion of that year's audit);
2. the exemption in subsection 6.1.1(4) (*Circumstance Affecting the Business or Operations of the Venture Issuer*) of NI 52-110 (an exemption from the requirement that a majority of the members of the Audit Committee must not be executive officers, employees or control persons of the Corporation or of an affiliate of the Corporation if a circumstance arises that affects the business or operations of the Corporation and a reasonable person would conclude that the circumstance can be best addressed by a member of the Audit Committee becoming an executive officer or employee of the Corporation);
3. the exemption in subsection 6.1.1(5) (*Events Outside Control of Member*) (an exemption from the requirement that a majority of the members of the Audit Committee must not be executive officers, employees or control persons of the Corporation or of an affiliate of the Corporation if an Audit Committee member becomes a control person of the Corporation or of an affiliate of the Corporation for reasons outside the member's reasonable control);
4. the exemption in subsection 6.1.1(6) (*Death, Incapacity or Resignation*) (an exemption from the requirement that a majority of the members of the Audit Committee must not be executive officers, employees or control persons of the Corporation or of an affiliate of the Corporation if a vacancy on the Audit Committee arises as a result of the death, incapacity or resignation of an Audit Committee member and the Board was required to fill the vacancy); or
5. an exemption from the requirements of NI 52-110, in whole or in part, granted by a securities regulator under Part 8 (*Exemptions*) of NI 52-110.

The Corporation is a "venture issuer" for the purposes of NI 52-110. Accordingly, the Corporation is relying upon the exemption in section 6.1 of NI 52-110 providing that the Corporation is exempt from the application of Part 3 (*Composition of the Audit Committee*) and Part 5 (*Reporting Obligations*) of NI 52-110.

### **Pre-Approval Policies and Procedures**

The Audit Committee has adopted specific policies and procedures for the engagement of non-audit services as described in the Audit Committee Charter set out in Schedule "A".

### **Audit Fees**

The following table provides details in respect of audit, audit related, tax and other fees billed by the external auditor of the Corporation for professional services rendered to the Corporation during the fiscal years ended December 31, 2025 and 2024:

	<b>Audit Fees (\$)</b>	<b>Audit-Related Fees (\$)</b>	<b>Tax Fees (\$)</b>	<b>All Other Fees (\$)</b>
Year ended December 31, 2024	\$385,000	\$63,000	\$22,000	\$32,900
Year ended December 31, 2025	\$310,000	\$75,000	\$26,000	\$28,770

Audit Fees – aggregate fees billed and to be for professional services rendered by the auditor for the audit of the Corporation's annual financial statements as well as services provided in connection with statutory and regulatory filings.

Audit-Related Fees – aggregate fees billed for professional services rendered by the auditor and were comprised primarily of audit procedures performed related to the review of quarterly financial statements and related documents.

Tax Fees – aggregate fees billed for tax compliance, tax advice and tax planning professional services. These services included reviewing tax returns and assisting in responses to government tax authorities.

All Other Fees – aggregate fees billed for professional services which included association fees and administrative expenses.

## **REPORT ON GOVERNANCE**

The Corporation believes that adopting and maintaining appropriate governance practices is fundamental to a well-run company, to the execution of its chosen strategies and to its successful business and financial performance. National Instrument 58-101 – *Disclosure of Corporate Governance Practices* and National Policy 58-201 – *Corporate Governance Guidelines* (the "**Governance Guidelines**") of the Canadian Securities Administrators set out a list of non-binding corporate governance guidelines that issuers are encouraged to follow in developing their own corporate governance guidelines. The following disclosure is required by the Governance Guidelines and describes the Corporation's approach to governance and outlines the various procedures, policies and practices that the Corporation and the Board have implemented to address the foregoing requirements.

### **Board of Directors**

The Board is currently composed of four directors. Form 58-101F2 – *Corporate Governance Disclosure* (Venture Issuers) ("**Form 58-101F2**") requires disclosure regarding how the Board facilitates its exercise of independent supervision over management of the Corporation by providing the identity of directors who are independent and the identity of directors who are not independent and the basis for that determination. NI 52-110 provides that a director is independent if he or she has no direct or indirect "material relationship" with the Corporation. "Material relationship" is defined as a relationship which could, in the view of the Board, be reasonably expected to interfere with the exercise of a director's independent judgment. In addition, under NI 52-110, an individual who is, or has been within the last three years, an employee or executive officer of an issuer, is deemed to have a "material relationship" with the issuer. Accordingly, of the current directors, Denis Laviolette, Executive Chairman and Chief Executive Officer, and Vincent Dubé-Bourgeois, President, are considered not to be "independent". The remaining current two directors are considered by the Board to be "independent" within the meaning of NI 52-110. In assessing Form 58-101F2 and making the foregoing determinations, the Board has examined the circumstances of each director in relation to a number of factors.

### **Directorships**

The following table sets forth the directors of the Corporation who currently hold directorships with other reporting issuers:

<b>Name of Director</b>	<b>Reporting Issuer</b>
Denis Laviolette	Kirkland Lake Discoveries Corp. Pirate Gold Corp. (formerly Sokomon Minerals Corp.) Xtra-Gold Resources Corp.

Name of Director	Reporting Issuer
Vincent Dubé-Bourgeois	Harfang Exploratioa Inc. Kirkland Lake Discoveries Corp.
Gerry Feldman	ThreeD Capital Inc.
Jay Sujir	Baltic I Acquisition Corp. Golden Lake Exploration Inc. Intrepid Metals Corp. (formerly Voleo Trading Systems Inc.) Kenorland Minerals Ltd. (formerly Northway Resources Corp.) Kraken Energy Corp. (formerly Ivor Exploration Inc.) Kutcho Copper Corp. Copper Giant Resources Corp. (formerly Libero Copper and Gold Corporation) Outcrop Silver & Gold Corporation Vanadian Energy Corp.

### Board Committees

The Board has constituted three committees. The following directors are the current members of the following committees:

- *Audit Committee:* Gerry Feldman, Denis Laviolette, Jay Sujir
- *Compensation and Corporate Governance Committee:* Gerry Feldman, Denis Laviolette, Jay Sujir
- *Merger and Acquisition Committee:* Vincent Dubé-Bourgeois, Gerry Feldman

Members of these committees are appointed annually to hold office until the next annual meeting of the shareholders of the Corporation or until their successors are appointed.

#### Audit Committee

The Audit Committee is composed of three directors, two of whom are "independent". The operation of the Audit Committee is described in the section titled "*Audit Committee Information Required in The Information Circular of a Venture Issuer*" in this Circular.

#### Compensation and Corporate Governance Committee

The Compensation and Corporate Governance Committee is composed of three directors, two of whom are "independent". The Compensation and Corporate Governance Committee is responsible for: (i) reviewing and approving corporate goals and objectives relevant to the compensation of the Chief Executive Officer of the Corporation, evaluating the performance of the Chief Executive Officer of the Corporation in light of those corporate goals and objectives, and determining (or making recommendations to the Board with respect to the compensation level of the Chief Executive Officer of the Corporation based on this evaluation); (ii) making recommendations to the Board with respect to other officers and directors compensation and incentive-compensation plans; and (iii) reviewing the executive compensation disclosure before the Corporation publicly discloses this information.

#### Merger and Acquisition Committee

The Merger and Acquisition Committee is responsible for making recommendations to the Board of Directors on all matters relating to the merger and acquisition activities of the Corporation. The Merger and Acquisition Committee reviews the Corporation's strategy regarding mergers, acquisitions, investments and dispositions with management, review proposed mergers, acquisitions, investments or dispositions of material assets, and approve and/or make recommendations to the Board to approve mergers and acquisitions.

## **Orientation and Continuing Education**

The Compensation and Corporate Governance Committee is responsible for establishing and overseeing appropriate director orientation and continuing education programs. The Board does not have a formal orientation or education program for its members. A part of the Board's continuing education is partly derived from correspondence with the Corporation's legal counsel to remain up to date with developments in relevant corporate and securities law matters. Additionally, historically board members who have been nominated are familiar with the Corporation and the nature of its business.

## **Ethical Business Conduct**

The Board has adopted a Code of Business Conduct and Ethics (the "**Code**") to encourage and promote a culture of ethical business conduct. The Board monitors compliance with the Code by obtaining a signed acknowledgement from each employee indicating their agreement to abide by the Code and encouraging reporting of non-compliant behaviour, including to members of the Audit Committee. The Board also promotes ethical business conduct through the nomination of Board members it considers ethical, through avoiding or minimizing conflicts of interest, and by having at least two of its Board members independent of corporate matters.

## **Compensation**

### *Principles of Executive Compensation*

Remuneration plays an important role in attracting, motivating, rewarding and retaining knowledgeable and skilled individuals to the Corporation's management team. The main objectives the Corporation hopes to achieve through its compensation are:

- to attract and retain executives critical to the Corporation's success, who will be key in helping the Corporation achieve its corporate objectives and increase shareholder value;
- to motivate the Corporation's management team to meet or exceed targets;
- to recognize the contribution of the Corporation's executive officers to the overall success and strategic growth of the Corporation; and
- to align the interests of management and the Corporation's shareholders by providing performance-based compensation in addition to salary.

It is one of the aims of the compensation strategy to ensure that executives of the Corporation are paid reasonably and consistent with the level of responsibility and authority which they assume and taking into account the role they play in advancing the strategic objectives of the Corporation.

The compensation and corporate governance committee of the Board (the "**Compensation and Corporate Governance Committee**") is composed of three directors, being Gerry Feldman, Denis Laviolette, and Jay Sujir. Messrs. Feldman and Sujir are considered to be independent, while Mr. Laviolette is not considered to be independent as a result of his role as Executive Chairman and Chief Executive Officer of the Corporation. The role of the Compensation and Corporate Governance Committee is to undertake periodic, independent reviews of market conditions to ensure that the executive officers of the Corporation are paid competitively relative to other comparable participants in the industry. When deemed necessary, the Compensation and Corporate Governance Committee may call upon outside resources to assist with these reviews and to ensure that the compensation packages available to executives are adequate to retain the existing compliment of executives and recruit others into this group as an integral part of facilitating and sustaining the continued growth of the Corporation.

The basic elements of the compensation strategy are base salary, annual incentives and long-term incentives.

### *Base Salary*

On an individual basis, base salaries are reviewed for each executive officer, including the Chief Executive Officer, and where it is deemed necessary, changes are made. In order to ensure that base salaries paid are competitive relative to other similar positions within the mining industry in Canada, surveys of such salaries are examined. Other considerations taken into account when examining base

salaries include years of experience, the potential contribution which the individual can make to the success of the Corporation and the level of responsibility and authority inherent in the job and the importance of maintaining internal equity within the organization.

The Executive Chairman and Chief Executive Officer, Denis Laviolette, entered into the Laviolette Consultancy Agreement with the Corporation. The Compensation and Corporate Governance Committee approved a base fee of \$225,000 for the 2025 fiscal year (2024: \$225,000).

The President, Vincent Dubé-Bourgeois, has entered into the Dubé-Bourgeois Consultancy Agreement with the Corporation. The Compensation and Corporate Governance Committee approved a base fee of \$225,000 for the 2025 fiscal year (2024: \$225,000).

The Chief Financial Officer and Corporate Secretary, Binh Quach, has entered into the Quach Consultancy Agreement with the Corporation. He received based fee of \$225,000 for the 2025 fiscal year (2024: \$225,000).

The Chief Business Officer, Cejay Kim, has entered into the Kim Agreement with the Corporation. He received based salary of \$225,000 for the 2025 fiscal year (2024: \$225,000).

The Chief Investment Officer, Mathew Wilson, has entered into the Wilson Consultancy Agreement with the Corporation. He received based fee of \$225,000 for the 2025 fiscal year (2024: \$225,000).

#### *Annual Incentives*

The Compensation and Corporate Governance Committee may recommend bonuses be paid to executive officers of the Corporation when their performance warrants additional consideration.

Bonuses paid in fiscal year ended December 31, 2025 were as follows: \$140,000 paid to Bruno Management Services Corporation (a company controlled by Denis Laviolette); \$140,000 paid to Vincent Dubé-Bourgeois; \$140,000 paid to Quach Mngmt Inc.(a company controlled by Binh Quach); \$160,000 paid to Cejay Kim, and \$450,000 paid to Creason Inc. (a company controlled by Mathew Wilson). See "Employment, Consulting and Management Agreements" above.

#### *Long-term Incentives*

Options and RSU's of the Corporation encourage executive officers to own and hold the Corporation's Common Shares and are a method of linking the performance of the Corporation and the appreciation of share value to the compensation of the executive officer. When determining the number of options or RSUs granted to an executive officer, items such as the relative position of the individual officer, the contribution made by that officer during the review period and the number of options and RSUs granted previously would be taken into consideration.

The Compensation and Corporate Governance Committee recommends option and RSU grants to the Board. Pursuant to the Stock Option Plan and ESU Plan, the Corporation's Board grants options and RSUs to directors, executive officers, other employees and consultants as incentives. The level of stock options and RSUs awarded to a Named Executive Officer is determined by his position and his potential future contributions to the Corporation.

#### **Nomination of Directors**

The recruitment of new directors has generally resulted from recommendations made by directors and shareholders. The assessment of the contributions of individual directors has principally been the responsibility of the Board. Prior to standing for election, new nominees to the Board are reviewed by the entire Board. The Compensation and Corporate Governance Committee, as necessary or appropriate, establishes qualifications for directors and procedures for identifying possible nominees who meet those criteria.

#### **Other Board Committees**

The Board has established an Audit Committee and a Compensation and Corporate Governance Committee.

## Assessments

The Compensation and Corporate Governance Committee periodically assesses the effectiveness of the Board as a whole, all committees of the Board and the contribution, competency, skill and qualification and, if applicable, position distributions, of individual directors, including making recommendations where appropriate that a sitting director be removed or not re-appointed and should also provide or co-ordinate the provision of continuing education for the directors so as to assist the directors in maintaining the skill and knowledge necessary to meet their obligations as directors.

## Board and Senior Management Diversity

In 2019, amendments to the CBCA were adopted requiring new disclosure of the number of: (i) women; (ii) Aboriginal peoples; (iii) people with disabilities; and (iv) members of visible minorities (collectively, the "**Designated Groups**") on the Board and in senior management positions with the Corporation.

The Corporation recognizes the benefits of having a diverse Board and management. Due to the relatively small size of the Board and stage of development of the Corporation, it has not adopted a formal diversity policy in respect of the Designated Groups, and instead has sought to increase diversity through the recruitment efforts of its officers and directors. The Corporation remains receptive to increasing the diversity of the Board and management taking into account the skills, background, experience and knowledge desired at any particular time by the Board and its committees.

The Corporation has not adopted term limits for directors and does not support the adoption of quotas or targets regarding representation by the Designated Groups on the Board or in senior management positions. All such appointments and renewals are made based on merit, in the context of the skills, experience, independence, knowledge and other qualities which the Corporation as a whole requires to be effective, with due regard for the benefits of diversity (including the level of representation by members of the Designated Groups). The Corporation considers the representation of the Designated Groups in identifying and nominating new directors and members of senior management. In order to gather the information required to assess levels of diversity for the Corporation to comply with the new diversity disclosure requirements under the CBCA, existing and proposed directors and members of senior management of the Corporation will be asked whether they self-identify as belonging to one or more of the designated groups, on a voluntary basis. All responses will be considered in the context of the broader skills matrix sought by the Corporation for its respective positions from time to time.

The Corporation feels its corporate governance practices are appropriate and effective, given its relatively small size and the nature of its operations. These practices allow the Corporation to operate efficiently, with simple checks and balances that control and monitor management and corporate functions without excess administrative burden or delay.

As of the date of this Circular, the Corporation has a total of four directors and seven members of senior management. The number and proportion of directors and members of senior management who self-identify as being a member of the four Designated Groups has been furnished by the respective directors and members of senior management on a voluntary basis and such responses have not been independently verified by the Corporation. The number and proportion of directors and members of senior management who self-identify as being a member of the four Designated Groups are as follows:

### *Directors*

None of the Directors of the Corporation identify as being a member of any of the four Designated Groups.

### *Senior Management*

Twenty-nine percent (29%) of the Corporation's senior management identifies as belonging to one of the four Designated Groups, that being, visible minorities.

## OTHER MATTERS

The management of the Corporation knows of no other matters to come before the Meeting other than as set forth in the Notice of Meeting. **However, if other matters which are not known to management should properly come before the Meeting, the accompanying form of proxy will be voted on such matters in accordance with the best judgment of the person or persons voting the proxy.**

## ADDITIONAL INFORMATION

Additional Information relating to the Corporation is available on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca).

Shareholders may contact the Corporation in order to request copies of: (i) this Circular; and (ii) the Corporation's consolidated financial statements and the related management's discussion and analysis (the "**MD&A**") which will be sent to the shareholder without charge upon request. Financial information is provided in the Corporation's consolidated financial statements and MD&A for its financial year ended December 31, 2025.

## **APPROVAL OF THE BOARD OF DIRECTORS**

The contents of this Circular have been approved, and the delivery of it to each shareholder entitled thereto and to the appropriate regulatory agencies has been authorized by the Board.

**DATED** at Toronto, Ontario, on May 21, 2026.

**BY ORDER OF THE BOARD**

*"Denis Laviolette" (signed)*

Executive Chairman of the Board and Chief Executive  
Officer

**SCHEDULE "A"**  
**CHARTER OF THE AUDIT COMMITTEE OF THE BOARD OF DIRECTORS**

*Name*

There shall be a committee of the board of directors (the "**Board**") of EarthLabs Inc. (the "**Company**") known as the Audit Committee (the "**Committee**").

*Purpose*

The Committee has been established to assist the Board in fulfilling its oversight responsibilities and fiduciary obligations. The primary functions and areas of responsibility of the Committee are to:

- review, report and provide recommendations to the Board on the annual and interim consolidated financial statements and related Management's Discussion and Analysis ("**MD&A**");
- identify and monitor the management of the principal risks that could impact the financial reporting of the Corporation;
- make recommendations to the Board regarding the appointment, terms of engagement and compensation of the external auditor;
- monitor the integrity of the Corporation's financial reporting process and system of internal controls regarding financial reporting and accounting compliance;
- oversee the work of the external auditors engaged for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Corporation;
- resolve disagreements between management and the external auditor regarding financial reporting;
- receive the report of the external auditors, who must report directly to the Committee; and
- provide an avenue of communication among the Corporation's external auditors, management, and the Board.

*Composition and Qualifications*

All Committee members shall meet all applicable requirements prescribed under the Business Corporations Act (Ontario), as well as any requirements or guidelines prescribed from time to time under applicable securities legislation, including National Instrument 52-110 as amended, restated or superseded. The Committee shall be comprised of not less than three directors as determined from time to time by the Board. Each member shall be a director and a majority of the members shall be independent directors who are free from any direct or indirect relationship that would, in the view of the Board, reasonably interfere with the exercise of the member's independent judgment. While it is not necessary for members to have a comprehensive knowledge of generally accepted accounting principles and standards, all members of the Committee shall be "financially literate" so as to be able to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the issues raised by the Corporation's financial statements. A director who is not financially literate may be appointed to the Committee by the Board provided that such director becomes financially literate within a reasonable period following his or her appointment, and provided that the Board has determined that such appointment will not materially adversely affect the ability of the Committee to act independently.

Committee members shall be appointed by the Board. The Board shall designate the Chair of the Committee. If a Chair is not designated or present at any meeting, the members of the Committee may designate a Chair by majority vote. The Chair shall have responsibility for ensuring that the Committee fulfills its mandate and duties effectively.

Each member of the Committee shall continue to be a member until a successor is appointed, unless the member resigns, is removed or ceases to be a director. The Board may fill a vacancy at any time.

## ***Meetings***

The Committee shall meet at least four times annually, or more frequently as circumstances dictate, and at least once in each fiscal quarter. A notification for each of the meetings shall be disseminated to Committee members two days prior to each meeting. A majority of the members of the Committee shall constitute a quorum for meetings.

An agenda shall be prepared by the Chair of the Committee as far in advance of each meeting as reasonably practicable. Minutes of all meetings of the Committee shall be prepared as soon as possible following the meeting and submitted for approval at or prior to the next following meeting.

The Committee should meet privately at least once per year with management of the Corporation, the Corporation's external auditors, and as a committee to discuss any matters that the Committee or any of these groups believe should be discussed.

## ***Specific Responsibilities and Duties***

Specific responsibilities and duties of the Committee shall include, without limitation, the following:

### **General Review Procedures**

1. Review and reassess the adequacy of this Charter at least annually and submit any proposed amendments to the Board for approval.
2. Review the Corporation's annual audited financial statements, related MD&A, and other documents prior to filing or distribution of such documents or issuing a press release in respect of the financial statements and MD&A. Review should include discussion with management and external auditors of significant issues regarding accounting principles, practices, and significant management estimates and judgments.
3. Annually, in consultation with management and external auditors, consider the integrity of the Corporation's financial reporting processes and controls. Discuss significant financial risk exposures and the steps management has taken to monitor, control and report such exposures. Review significant findings prepared by the external auditors and the internal auditing department together with management's responses.
4. Review the effectiveness of the overall process for identifying the principal risks affecting financial reporting and provide the Committee's views to the Board of Directors.
5. Review with financial management and the external auditors the Corporation's quarterly financial results, related MD&A and other documents prior to the filing or distribution of such documents or issuing a press release in respect of the financial statements and MD&A. Discuss any significant changes to the Corporation's accounting principles. The Chair of the Committee may represent the entire Committee for purposes of this review.

### **External Auditors**

6. The external auditors are ultimately accountable to the Committee, as representatives of the shareholders. The external auditors must report directly to the Committee, who shall review the independence and performance of the auditors and annually recommend to the Board the appointment of the external auditors or approve any discharge of auditors when circumstances warrant. The Committee shall approve the compensation of the external auditors.
7. The Committee must approve all non-audit and non-tax services to be provided to the Corporation or its subsidiary entities, unless such non-audit and non-tax services are reasonably expected to constitute not more than twenty (20) percent of the total fees paid by the Corporation to the external auditor during the particular fiscal year.
8. On an annual basis, the Committee should review and discuss with the external auditors all significant relationships they have with the Corporation that could impair the auditors' independence.
9. Review the external auditors' audit plan and discuss and approve the audit scope, staffing, locations, reliance upon management, and general audit approach.

10. Prior to releasing the year-end earnings, discuss the results of the audit with the external auditors. Discuss any matters that are required to be communicated to audit committees in accordance with the standards established by the Canadian Institute of Chartered Accountants.
11. Consider the external auditors' judgments about the quality and appropriateness of the Corporation's accounting principles as applied in the Corporation's financial reporting.

### **Legal Compliance**

12. On at least an annual basis, review with the Corporation's counsel any legal matters that could have a significant impact on the organization's financial statements, the Corporation's compliance with applicable laws and regulations and inquiries received from regulators or governmental agencies.

### **Other Miscellaneous Responsibilities**

13. Annually assess the effectiveness of the Committee against its Mandate and report the results of the assessment to the Board.
14. Prepare and disclose a summary of the Mandate to shareholders.
15. Perform any other activities consistent with this Mandate, the Corporation's by-laws and governing law, as the Committee or the Board deems necessary or appropriate.

### **Authority**

The Committee shall have the authority to:

1. delegate approval-granting authority to pre-approve non-audit services by the external auditor to one or more of its members;
2. engage independent counsel and other advisors as it determines necessary to carry out its duties;
3. set and pay the compensation for any advisors employed by the Committee; and
4. communicate directly with the external auditors.

### **Reporting**

The Committee shall report its deliberations and discussions regularly to the Board and shall submit to the Board the minutes of its meetings.

### **Resources**

The Committee shall have full and unrestricted access to all of the Corporation's books, records, facilities and personnel as well as the Corporation's external auditors and shall have the authority, in its sole discretion, to conduct any investigation appropriate to fulfilling its responsibilities. The Committee shall further have the authority to retain, at the Corporation's expense, such special legal, accounting or other consultants or experts as it deems necessary in the performance of its duties and to request any officer or employee of the Corporation or the Corporation's external counsel or auditors to attend a meeting of the Committee.

### ***Limitation on the Oversight Role of the Committee***

Nothing in this Charter is intended, or may be construed, to impose on any member of the Committee a standard of care or diligence that is in any way more onerous or extensive than the standard to which all members of the Board are subject.

Each member of the Committee shall be entitled, to the fullest extent permitted by law, to rely on the integrity of those persons and organizations within and outside the Corporation from whom he or she receives information, and the accuracy of the information provided to the Corporation by such persons or organizations.

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 the Corporation's financial statements and disclosures are complete and accurate and in accordance with generally accepted accounting principles and applicable rules and regulations, each of which is the responsibility of management and the Corporation's external auditors.

**SCHEDULE "B"**  
**EQUITY COMPENSATION PLAN RESOLUTIONS**

**BE IT RESOLVED THAT:**

1. the existing stock option plan of the Corporation and restricted share unit plan of the Corporation each be terminated and a new equity compensation plan in the form appended as Appendix "I" hereto (the "**2026 Plan**") providing for the issuance of thereunder of (i) such number of stock options as is equal to 10% of the issued and outstanding common shares of the Corporation from time to time; and (ii) such number of restricted share units as is equal to a fixed number calculated as 10% of the issued and outstanding common shares of the Corporation as of the date of the annual and special meeting of shareholders of the Corporation scheduled to be held on June 25, 2026, or any adjournment thereof;
2. the 2026 Plan be authorized and approved as the equity compensation plan of the Corporation, subject to any limitations imposed by applicable regulations, laws, rules and policies; and
3. any officer or director of the Corporation is authorized and directed to execute and deliver, under corporate seal or otherwise, all such documents and instruments and to do all such acts as in the opinion of such officer or director may be necessary or desirable to give effect to this resolution.

**APPENDIX "I"**

# EARTHLABS INC.

(the “Company”)

## EQUITY COMPENSATION PLAN

### SECTION 1 ESTABLISHMENT AND PURPOSE OF THIS PLAN

#### 1.1 Purpose

The purpose of this equity compensation 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 Eligible Persons; (ii) encouraging such Eligible Persons to focus on critical long-term objectives; and (iii) promoting greater alignment of the interests of such Eligible Persons with the interests of the Company.

### 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 or RSUs 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) “**Blackout Period**” means a period of time during which the Company prohibits Participants from exercising, redeeming or settling an Award due to the existence of undisclosed material information and pursuant to a formal notice provided by the Company under a trading policy, which Blackout Period must expire promptly following general disclosure of the undisclosed material information;
- (d) “**Board**” means the board of directors of the Company or, if the context permits, any of its Subsidiaries, as applicable;
- (e) “**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 – *The Early Warning System and Related Take-Over Bid and Insider Reporting Issues*, 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;
- (f) “**Company**” means EarthLabs Inc., a company incorporated under the *Canada Business Corporations Act*, and any of its successors or assigns;
- (g) “**Consultant**” means a Person (other than a Director, Officer or Employee) that:

- (i) is engaged to provide, on an ongoing *bona fide* basis, consulting, technical, management or other services to the Company or any Subsidiary 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 any of its Subsidiaries and the Person, as the case may be; and
- (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 any of its Subsidiaries;

and includes:

- (iv) for a Person that is an individual, a corporation of which such individual is the sole shareholder;
- (h) “**Director**” means a member of the Company’s Board or the Board of any of its Subsidiaries;
- (i) “**Discounted Market Price**” means the Market Price less the discount set forth below, subject to a minimum price of \$0.10:

<u>Closing Price</u>	<u>Discount</u>
up to \$0.50	25%
\$0.51 to \$2.00	20%
above \$2.00	15%

- (j) “**Disability**” means any medical condition which qualifies a Participant for benefits under a long-term disability plan of the Company or Subsidiary;
- (k) “**Effective Date**” has the meaning ascribed thereto in Section 8;
- (l) “**Eligible Person**”, when used in connection with Options, means Officers, Directors, Employees, Management Company Employees and Consultants of the Company or any of its Subsidiaries but, when used in connection with RSUs, means only Officers, Directors, Employees, Management Company Employees and Consultants of the Company or any of its Subsidiaries that do not perform Investor Relations Activities;
- (m) “**Employee**” means:
  - (i) an individual who is considered an employee of the Company or any of its Subsidiaries under the *Income Tax Act* (Canada) and for whom income tax, employment insurance and Canada Pension Plan deductions must be made at source;
  - (ii) an individual who works full-time for the Company or any of its Subsidiaries providing services normally provided by an employee and who is subject to the same control and direction by the Company or any of its Subsidiaries over the details and methods of work as an employee of the Company or any of its Subsidiaries, as the case may be, but for whom income tax deductions are not made at source; or

- (iii) an individual who works for the Company or any of its Subsidiaries on a continuing and regular basis for a minimum amount of time per week acceptable to the Exchange, who provides services normally provided by an employee and is subject to the same control and direction by the Company or its Subsidiary over the details and methods of work as an employee of the Company or any of its Subsidiaries, as the case may be, but for whom income tax deductions are not made at source;
- (n) “**Exchange**” means the TSX Venture Exchange, or such other exchange upon which the Shares of the Company may become listed for trading;
- (o) “**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;
- (p) “**Insider**” has the meaning attributed to it in Exchange Policy 1.1 - *Interpretation*;
- (q) “**Investor Relations Activities**” means any activities, by or on behalf of the Company or a shareholder of the Company, that promote or reasonably could be expected to promote the purchase or sale of securities of the Company, but does not include:
  - (i) the dissemination of information provided, or records prepared, in the ordinary course of business of the Company:
    - (A) to promote the sale of products or services of the Company; or
    - (B) to raise public awareness of the Company, that cannot reasonably be considered to promote the purchase or sale of securities of the Company;
  - (ii) activities or communications necessary to comply with the requirements of:
    - (A) applicable securities laws; or
    - (B) Exchange requirements or the by-laws, rules or other regulatory instruments of any other self-regulatory body or exchange having jurisdiction over the Company;
  - (iii) communications by a publisher of, or writer for, a newspaper, magazine or business or financial publication, that is of general and regular paid circulation, distributed only to subscribers to it for value or to purchasers of it, if:
    - (A) the communication is only through the newspaper, magazine or publication; and
    - (B) the publisher or writer receives no commission or other consideration other than for acting in the capacity of publisher or writer; or
  - (iv) activities or communications that may be otherwise specified by the Exchange;
- (r) “**Investor Relations Service Provider**” includes any Consultant that performs Investor Relations Activities and any Director, Officer, Employee or Management Company Employee whose role and duties primarily consist of Investor Relations Activities;

- (s) “**Management Company Employee**” means an individual employed by a company providing management services to the Company, which services are required for the ongoing successful operation of the Company’s business enterprise;
- (t) “**Market Price**” means, subject to the exceptions prescribed by the Exchange from time to time, the last closing price of the Shares before the issuance of the required news release disclosing the grant of Awards (but, if the policies of the Exchange provide an exception to such news release, then the last closing price of the Shares before the Grant Date);
- (u) “**Officer**” means an officer (as defined in the Securities Act or, where the Securities Act does not apply, by other applicable securities laws) of the Company or any of its Subsidiaries;
- (v) “**Options**” means incentive share purchase options entitling the holder thereof to purchase Shares at a specified price for a specified period of time;
- (w) “**Participant**” means any Eligible Person to whom Awards under this Plan are granted;
- (x) “**Participant’s Account**” means a notional account maintained for each Participant’s participation in this Plan which will show any RSUs credited to a Participant from time to time;
- (y) “**Person**” means any individual, corporation, partnership, association, joint-stock company, trust, unincorporated organization, or governmental authority or body;
- (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 no less than 12 months;
- (aa) “**Restricted Share Unit**” or “**RSU**” means a right awarded to a Participant, as compensation for employment, management or consulting services or services as a Director or Officer, to receive for no additional cash consideration, securities of the Company upon specified vesting criteria being satisfied, all as provided in Section 5.2 hereof and subject to the terms and conditions of this Plan and the applicable Award Agreement, and which shall be paid in Shares;
- (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* (Ontario), 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, and including this Plan;
- (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) “**Termination Date**” means, as applicable:
  - (i) in the event of a Participant’s Retirement, voluntary termination, voluntary resignation, failure to be re-elected as a Director or termination of employment as a result of a Disability, the date on which such Participant ceases to be a service provider of the Company or a Subsidiary; and
  - (ii) in the event of termination of the Participant’s employment or other services 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;
- (hh) “**Trading Day**” means any day on which the Exchange is open for trading; and
- (ii) “**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 of the Company (and, for clarity, not by the Board of any Subsidiary of the Company) and the Board of the Company 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 of the Company 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 Limitations on Shares Available for Issuance

- (a) The aggregate number of Shares issuable under this Plan (and all of the Company's other Security-Based Compensation Arrangements) (i) in respect of Options shall not exceed 10% of the aggregate number of Shares issued and outstanding from time to time; and (ii) in respect of RSUs shall not exceed ► Shares **[NTD: To be calculated as a fixed number equal to 10% of the issued and outstanding Shares as of the date of the AGM]**.
- (b) So long as it may be required by the rules and policies of the Exchange:
  - (i) unless the Company has obtained disinterested shareholder approval, the maximum aggregate number of Shares issuable to any Participant under this Plan, within any 12 month 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 as at the date of any grant);
  - (ii) unless the Company has obtained disinterested shareholder approval, the maximum aggregate number of Shares issuable to Insiders under this Plan, within any 12 month period, together with Shares reserved for issuance to Insiders under all of the Company's other Security-Based Compensation Arrangements, shall not exceed ten (10%) percent of the issued and outstanding Shares (calculated as at the date of any grant);
  - (iii) unless the Company has obtained disinterested shareholder approval, the maximum aggregate number of Shares issuable to Insiders under this Plan, at any point in time, together with Shares reserved for issuance to Insiders under all of the Company's other Security-Based Compensation Arrangements, shall not exceed ten (10%) percent of the issued and outstanding Shares; and
  - (iv) the maximum aggregate number of Shares issuable to any one Consultant, within any 12 month period, together with Shares issuable to such Consultant under all of the Company's other Security-Based Compensation Arrangements, shall not exceed two (2%) percent of the issued and outstanding Shares (calculated as at the date of any grant); and

- (v) the maximum aggregate number of Shares issuable pursuant to grants of Options to all Investor Relations Service Providers performing Investor Relations Activities, within any 12 month period, shall not in aggregate exceed two (2%) percent of the issued and outstanding Shares (calculated as at the date of any grant). For the avoidance of doubt, Persons performing Investor Relations Activities are only eligible to receive Options under this Plan; they are not eligible to receive any RSUs under this Plan.

## 4.2 Accounting for Awards

For purposes of this Section 4:

- (a) 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
- (b) notwithstanding anything herein to the contrary, any Shares related to Options which terminate by expiration, forfeiture, cancellation, or otherwise without the issuance of such Shares, shall be available again for granting Options under this Plan.

## 4.3 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, subject to the prior acceptance of the Exchange in the case of a recapitalization, make appropriate adjustments to the number and price (or other basis upon which an Award is measured) of Options or RSUs 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 an Eligible Person 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 applicable restrictions, be exercisable to acquire 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 of an Option granted under this Plan shall not be less than the Discounted Market Price, provided that if an Option is proposed to be granted by the Company which has just been recalled for trading following a suspension or halt, the Company must wait at least ten Trading Days since the day on which trading in the Company's securities resumes before setting the exercise price for and granting the Option.

- (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 from the Grant Date.
- (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 or her Option during each respective time period.
- (e) Vesting - Subject to the discretion of the Board, the Options granted to a Participant under this Plan shall vest as determined by the Board on the Grant Date of such Options. If the Board does not specify a vesting schedule at the Grant Date, then Options granted to Persons other than those conducting Investor Relations Activities shall vest fully on the Grant Date, and in any event in accordance with the policies of the Exchange. Options issued to Persons conducting Investor Relations Activities must vest (and shall not otherwise be exercisable) in stages over a minimum of 12 months such that:
  - (i) no more than 1/4 of the Options vest sooner than three months after the Grant Date;
  - (ii) no more than another 1/4 of the Options vest sooner than six months after the Grant Date;
  - (iii) no more than another 1/4 of the Options vest sooner than nine months after the Grant Date; and
  - (iv) the remainder of the Options vest no sooner than 12 months after the Grant Date.
- (f) Change of Control – If the Award Agreement so provides, in the event of a Change of Control, all Options granted to a Participant who ceases to be an Eligible Person 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(k) hereof. If the Participant provides Investor Relations Activities, no acceleration of the vesting of any Options shall be permitted without prior Exchange review and acceptance.
- (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 immediately terminate without payment, be forfeited and cancelled and shall be of no further force or effect; 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 become exercisable by the Participant's estate in accordance with Section 5.1(k) hereof provided that for greater certainty, in no circumstances shall any Options be exercisable more than 12 months following the date the Participant ceases to be an eligible Participant under this Plan.
- (h) Termination of Participant's Relationship with the Company
  - (i) Where a Participant's relationship with the Company 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 a Participant's relationship with the Company terminates by reason of termination by the Company or a Subsidiary without cause, by voluntary termination, voluntary resignation, failure of a Director to be re-elected or due to Retirement by the Participant, such that the Participant no longer qualifies as an Eligible Person, 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, failure of a Director to be re-elected, voluntary resignation or Retirement, had vested pursuant to the terms of the applicable Award Agreement will become exercisable by the Participant in accordance with Section 5.1(k) hereof for a period of 90 days following the date the Participant ceased to be an Eligible Person, or such longer period as may be provided for in the Award Agreement or as may be determined by the Board provided such period does not exceed 12 months after the Termination Date.
  - (iii) Upon termination of a Participant's relationship with the Company or a Subsidiary such that the Participant no longer qualifies as an Eligible Person, 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 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 Participant's relationship is terminated due to Disability such that the Participant ceases to be an Eligible Person, 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 termination of the Participant's relationship with the Company due to Disability, had vested pursuant to terms of the applicable Award Agreement, will become exercisable by the Participant in accordance with Section 5.1(k) hereof for a period of 90 days following the date the Termination Date, or such longer period as may be provided for in the Award Agreement or as may be determined by the Board, to a maximum of 12 months following the date the Participant ceases to be an eligible Participant under this Plan.
  - (j) 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.
  - (k) 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, by the Participant, or if Section 5.1(g) applies, by the Participant's estate within one year of the death of the Participant, into such 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 that do not perform Investor Relations Activities. 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 applicable restrictions, entitle the holder thereof to receive one (1) Share upon vesting. 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. No Restricted Share Units may vest before the date that is one year following the Grant Date of the Award.
- (d) Change of Control – If the Award Agreement so provides, in the event of a Change of Control and the Participant ceases to be an Eligible Person, all restrictions upon any Restricted Share Units shall lapse immediately and all such Restricted Share Units shall become fully vested in the Participant and will accrue to the Participant in accordance with Section 5.2(h) 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(h) hereof, provided that no Restricted Share Units shall vest beyond the date which is 12 months following the date the Participant ceases to be an eligible Participant under this Plan and all Restricted Share Units shall terminate as of such date.
- (f) Termination of a Participant's Relationship with the Company
  - (i) Where a Participant's relationship with the Company 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 a Participant's relationship with the Company terminates by reason of termination by the Company or a Subsidiary without cause, by voluntary termination, failure of a Director to be re-elected, voluntary resignation 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 and the Participant shall have no right, title or interest therein whatsoever; *provided, however*, that any Restricted Share Units granted to such Participant which, prior to the Participant's termination without cause, voluntary termination, failure of a Director to be re-elected, voluntary resignation or Retirement, had vested pursuant to the terms of the applicable Award Agreement will accrue to the Participant in accordance with Section 5.2(h) hereof, provided that no Restricted Share Units shall vest beyond the date which is 12 months following the date the Participant ceases to be an eligible Participant under this Plan and all Restricted Share Units shall terminate as of such date.
- (iii) Upon termination of a Participant's relationship with the Company or a Subsidiary such that the Participant no longer qualifies as an Eligible Person, 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 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 Participant's relationship is terminated due to Disability such that the Participant ceases to be an Eligible Person, 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 and the Participant shall have no right, title or interest therein whatsoever; *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(h) hereof, provided that no Restricted Share Units shall vest beyond the date which is 12 months following the date the Participant ceases to be an eligible Participant under this Plan and all Restricted Share Units shall terminate as of such date.
- (h) Payment of Award - As soon as practicable after each Vesting Date of an Award of Restricted Share Units, the Company shall issue to the Participant, or if Section 5.2(e) applies, to the Participant's estate, from treasury the number of Shares equal to the number of Restricted Share Units credited to the Participant's Account that have vested and 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 General Terms Applicable to Awards

- (a) Forfeiture Events - A 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 a relationship 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 - 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 and only then if permitted by the policies of the Exchange. 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.
- (a) Hold Period - In addition to any resale restrictions under applicable legislation or regulation, all Awards granted hereunder and all Shares issued on the exercise or vesting of such Awards will, if applicable under the policies of the Exchange, be subject to a four month Exchange hold period from the Grant Date, and the Award Agreements and the certificates representing such Shares will bear the following legend:
- "Without prior written approval of the Exchange and compliance with all applicable securities legislation, the securities represented by this certificate may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until [insert date]."
- (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; and
  - (iii) restrictions as to the use of a specified brokerage firm for such resales or other transfers.
- (e) Blackout Periods – In the event that the date provided for expiration, redemption or settlement of an Award falls within a Blackout Period imposed by the Company pursuant to a trading policy as the result of the bona fide existence of undisclosed material information, the expiry date, redemption date or settlement date, as applicable, of the Award shall automatically be extended to the date that is ten (10) business days following the date of expiry of the Blackout Period. Notwithstanding the foregoing, there will be no extension of any Award if the Company (or the Participant) is subject to a cease trade order (or similar order under applicable law).
- (f) 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.
- (g) 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.
- (h) Deductions - Whenever Shares are to be delivered in respect of Options or Restricted Share Units, the Company shall have the right to deduct from any other amounts payable to the Participant any taxes required by law to be withheld with respect to such delivery of Shares, or if any payment due to the Participant is not sufficient to satisfy the withholding obligation, to require the Participant to remit to the Company in cash an amount sufficient to satisfy any taxes required by law to be withheld. At the sole discretion of the Board, a Participant may be permitted to satisfy the foregoing requirement by, all in accordance with the policies of the Exchange, delivering (on a form prescribed by the Company) an irrevocable direction to a securities broker approved by the Company to sell all or a portion of the Shares and deliver to the Company from the sales proceeds an amount sufficient to pay the required withholding taxes.
- (i) Evergreen Provisions - Shares that were the subject of any Option made under this Plan that has been cancelled, terminated, surrendered, forfeited or has expired without being exercised, and pursuant to which no securities have been issued, may continue to be issuable under this Plan.

#### **5.4 General Terms Applicable to RSUs**

- (a) Adjustment - 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 RSU. Notwithstanding any provision herein to the contrary, the Board may not make any adjustment or take any other action with respect to any RSU that will increase the amount payable under any such Award other than pursuant to

Section 4.3. The Board shall retain the sole discretion to adjust RSUs downward or to otherwise reduce the amount payable with respect to any RSU. Any adjustment to RSUs (except in relation to a consolidation or share split) is subject to prior acceptance of the Exchange.

## **SECTION 6 AMENDMENT AND TERMINATION**

### **6.1 Amendments and Termination of this Plan**

The Board may at any time or from time to time, in its sole and absolute discretion and without the approval of shareholders of the Company, amend, suspend, terminate or discontinue this Plan and may amend the terms and conditions of any Awards granted hereunder, subject to:

- (a) any required disinterested shareholder approval to (i) reduce the exercise price of an Award issued to an Insider or (ii) to extend the term of an Option granted to an Insider, in either event in accordance with the policies of the Exchange while the Shares are listed on the Exchange;
- (b) any required approval of any applicable regulatory authority or the Exchange; and
- (c) any approval of shareholders of the Company as required by the rules of the Exchange or applicable law, provided that shareholder approval shall not be required for the following amendments and the Board may make any changes which may include but are not limited to (except that the Exchange may require approval of the shareholders of the Company for amendments pursuant to Sections 6.1(c)(iii) to (vii)):
  - (i) amendments of a “housekeeping nature”;
  - (ii) 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;
  - (iii) amendments which are necessary to comply with applicable law or the requirements of the Exchange;
  - (iv) amendments respecting administration and eligibility for participation under this Plan;
  - (v) amendments to the terms and conditions on which Awards may be or have been granted pursuant to this Plan including amendments to the vesting provisions and terms of any Awards;
  - (vi) with the exception of Options granted to Persons performing Investor Relations Activities, amendments which alter, extend or accelerate the terms of vesting applicable to any Awards; and
  - (vii) 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.

## **6.2 Amendments to Awards**

The Board may waive any conditions or rights under, amend any terms of, or amend, alter, suspend, discontinue, or terminate, any Awards theretofore granted, prospectively or retroactively. No such amendment or alteration shall be made which would impair the rights of any Participant, without such Participant's consent, under any Award theretofore granted, provided that no such consent shall be required with respect to any amendment or alteration if the Board determines in its sole discretion that such amendment or alteration either:

- (a) is required or advisable in order for the Company, this Plan or the Award to satisfy or conform to any law or regulation or to meet the requirements of any policy of the Exchange or any accounting standard; or
- (b) is not reasonably likely to significantly diminish the benefits provided under such Award.

## **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 Eligible Person that qualifies to receive the applicable Award.

### **7.2 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.

### **7.3 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 or any Subsidiary, or to any other relationship with the Company or any Subsidiary. Further, the Company may at any time dismiss a Participant, free from any liability, or any claim under this Plan, unless otherwise expressly provided in this Plan or in an applicable Award Agreement.

### **7.4 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 and/or RSUs until the date of issuance of a share certificate or DRS confirmation to such Participant or representatives of a Participant's estate for such Shares.

## **7.5 Governing Law**

This Plan and all of the rights and obligations arising hereunder shall be interpreted and applied in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

## **7.6 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.

## **7.7 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.

## **7.8 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.

## **7.9 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.

## **7.10 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.

## **7.11 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.

## **7.12 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 this Plan shall govern for all purposes.

## **7.13 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 shareholders of the Company.

## **SECTION 9 TERM OF THIS PLAN**

### **9.1 Term**

This Plan shall terminate automatically 10 years after the Effective Date and may be terminated on any earlier date as provided in Section 6 hereof.