

## INFORMATION CIRCULAR

as at March 9, 2026 (except as otherwise indicated)

### PERSONS MAKING THE SOLICITATION

This Information Circular (the “Circular”) is furnished with the solicitation of proxies by the management of Edge Copper Corporation (the “Company”) for use at the Annual General and Special Meeting (the “Meeting”) of the Company’s shareholders to be held on Thursday, April 16, 2026 at the time and place and for the purposes set forth in the accompanying Notice of Meeting.

### SOLICITATION OF PROXIES

The solicitation of proxies will be primarily by mail, but proxies may be solicited personally or by telephone by directors, officers and employees of the Company. The Company will bear the costs of any solicitation. We have arranged for intermediaries to forward the Meeting material to Beneficial Shareholders of record and we may reimburse intermediaries for their reasonable fees and disbursements in that regard.

### APPOINTMENT OF PROXYHOLDER

The individuals named as proxyholders in the accompanying form of proxy (the “Proxy”) are directors or officers of the Company or both. **A shareholder wishing to appoint some other person (who need not be a shareholder) to attend and act for the shareholder and on the shareholder’s behalf at the meeting, or any adjournment or postponement thereof, has the right to do so, either by inserting such person’s name in the blank space provided in the Proxy and striking out the two printed names, or by completing another valid Proxy.** A Proxy will not be valid unless it is completed, dated and signed and delivered to Computershare Investor Services Inc., Proxy Department, 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1, not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time for holding the Meeting or any adjournment or postponement thereof.

### NON-REGISTERED (BENEFICIAL) HOLDERS

**Only registered shareholders (“Registered Shareholders”) or duly appointed proxyholders are permitted to vote at the Meeting. Most shareholders of the Company are “non-registered” shareholders because the common shares they own are not registered in their names but are instead registered in the names of a brokerage firm, bank or other intermediary or in the name of a clearing agency. Shareholders who do not hold their shares in their own name (referred to herein as “Beneficial Shareholders”) should note that only Registered Shareholders (or duly appointed proxyholders) may complete a Proxy or vote at the Meeting in person.** If common shares are listed in an account statement provided to a shareholder by a broker, then in almost all cases those common shares will not be registered in such shareholder’s name on the records of the Company. Such common shares will more likely be registered under the name of the shareholder’s broker or an agent of that broker. In Canada, the vast majority of such shares are registered under the name of CDS & Co. (the registration name for CDS Clearing and Depository Services Inc., which company acts as nominee for many Canadian brokerage firms). Common shares held by brokers (or their agents or nominees) on behalf of a broker’s client can only be voted (for or against resolutions) at the direction of the Beneficial Shareholder. Without specific instructions, brokers and their agents and nominees are prohibited from voting shares for the brokers’ clients.

This Circular and accompanying materials are being sent to both Registered Shareholders and Beneficial Shareholders. In accordance with the requirements of applicable securities laws, the Company has distributed copies of the Notice of Meeting, this Circular and related documents (collectively, the “Meeting Materials”) to the clearing agencies and intermediaries for onward distribution to Beneficial Shareholders. Intermediaries are required to forward the Meeting Materials to Beneficial Shareholders unless in the case of certain proxy-related materials the Beneficial Shareholder has waived the right to receive them. Very often, intermediaries will use service companies such as Broadridge to forward the Meeting Materials on

their behalf. With those Meeting Materials, intermediaries or their service companies should provide Beneficial Shareholders with a request for a voting instruction form (“VIF”) which, when properly completed and signed by such Beneficial Shareholder and returned to the intermediary or its service company, will constitute voting instructions which the intermediary must follow. The purpose of this procedure is to permit Beneficial Shareholders to direct the voting of the common shares that they beneficially own. The Company will pay for intermediaries to deliver the proxy-related materials and request for a VIF to Beneficial Shareholders. **Beneficial Shareholders should carefully follow the instructions of their intermediary, including those regarding when and where the duly completed VIF is to be delivered.**

Should a Beneficial Shareholder wish to attend and vote at the Meeting in person, the Beneficial Shareholder must insert the Beneficial Shareholder’s name (or such other person as the NOBO wishes to attend and vote on the Beneficial Shareholder’s behalf) in the blank space provided for that purpose on the VIF and return the completed VIF in line with the instructions provided by your broker or other intermediary or the Beneficial Shareholder must submit, to the Company or as provided by your broker or other intermediary, any other document in writing that requests that the Beneficial Shareholder or a nominee of the Beneficial Shareholder be appointed as proxyholder. **If a Beneficial Shareholder or its nominee is approved as a proxyholder pursuant to such request, the appointed proxyholder will need to attend the Meeting in person in order for their votes to be counted.**

**Beneficial Shareholders that wish to change their vote must contact their broker or other intermediary who provided the instructions to arrange to change their vote in sufficient time in advance of the Meeting.**

**Only Registered Shareholders have the right to revoke a Proxy. Beneficial Shareholders who wish to change their vote must, sufficiently in advance of the Meeting, arrange for their respective intermediaries to change their vote and if necessary, revoke their Proxy in accordance with the revocation procedures set out below.**

All references to shareholders in this Circular, the accompanying Proxy and Notice of Meeting of shareholders are to Registered Shareholders of record unless specifically stated otherwise.

## REVOCABILITY OF PROXIES

A shareholder who has given a Proxy may revoke it by an instrument in writing executed by the shareholder or by the shareholder’s attorney authorized in writing or, if the shareholder is a corporation, by a duly authorized officer or attorney of the corporation, and delivered either to the registered office of the Company, at 1100-1111 Melville Street, Vancouver, British Columbia, V6E 3V6, at any time up to and including the last business day preceding the day of the Meeting or any adjournment or postponement thereof, or to the chair of the Meeting on the day of the Meeting or any adjournment or postponement thereof. A revocation of a Proxy does not affect any matter on which a vote has been taken prior to the revocation.

## VOTING OF PROXIES

The shares represented by a properly executed Proxy in favour of persons designated as proxyholders in the enclosed Proxy will:

- (a) be voted or withheld from voting in accordance with the instructions of the person appointing the proxyholder on any ballot that may be called for; and
- (b) where a choice with respect to any matter to be acted upon has been specified in the form of Proxy, be voted in accordance with the specification made in such Proxy.

If, however, direction is not made in respect of any matter, the Proxy will be voted as recommended by management of the Company.

The enclosed Proxy, when properly completed and delivered and not revoked, confers discretionary authority upon the persons appointed proxyholder thereunder to vote with respect to amendments or variations of matters identified in the Notice of Meeting, and with respect to other matters which may properly come before the Meeting. In the event that amendments or variations to matters identified in the Notice of Meeting are properly brought before the Meeting or any further or other business is properly brought before the Meeting, the persons designated by management as proxyholders in the enclosed Proxy will have the discretion to vote in accordance with their judgment on such matters or business. At the time of the printing of this Circular, the management of the Company knows of no such amendment, variation or other matter which may be presented to the Meeting.

### **VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES**

The directors of the Company have set March 9, 2026 as the record date (the “**Record Date**”) for determining which shareholders shall be entitled to receive a notice of and to vote at the Meeting.

A 3-for-1 consolidation of the Company’s common shares occurred on October 30, 2025. As at the Record Date, there were 121,213,389 common shares issued and outstanding, each carrying the right to one vote. Only shareholders of record holding common shares at the close of business on the Record Date who either personally attend the Meeting or who complete, sign and deliver a Proxy in the manner and subject to the provisions described above shall be entitled to vote or to have their common shares voted at the Meeting.

On a show of hands, every individual who is present and is entitled to vote as a shareholder or as a representative of one or more corporate shareholders, or who is holding a valid Proxy on behalf of a shareholder who is not present at the Meeting, will have one vote, and on a poll every shareholder present in person or represented by a valid Proxy and every person who is a representative of one or more corporate shareholders, will have one vote for each share registered in that shareholder’s name on the list of shareholders, which is available for inspection during normal business hours at Computershare Investor Services Inc. and will be available at the Meeting. Shareholders represented by proxyholders are not entitled to vote on a show of hands.

To the knowledge of the directors and executive officers of the Company, the following persons or corporations that beneficially owned, directly or indirectly, or exercised control or direction over, common shares carrying more than 10% of the voting rights attached to all outstanding common shares of the Company as at the Record Date were:

| <b>Name</b>     | <b>Number of Shares Held</b> | <b>Percentage of Outstanding Shares</b> |
|-----------------|------------------------------|---|
| Gilmour Clausen | 19,721,198                   | 16.3%                                   |
| Enersoft Inc.   | 16,666,667                   | 13.7%                                   |

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

Other than as set out in this Circular and other than transactions carried out in the ordinary course of business of the Company or any of its subsidiaries no person who has been a director or executive officer of the Company at any time since the beginning of the last financial year, nor any proposed nominee for election as a director of the Company, nor any associate or affiliate of any of the foregoing, has any material interest directly or indirectly, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting.

## BUSINESS OF MEETING

### RECEIPT OF ANNUAL FINANCIAL STATEMENTS

The audited financial statements of the Company for the year ended December 31, 2025, together with the report of the Company's auditors thereon, which were filed on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca), will be presented to the Company's shareholders at the Meeting.

### ELECTION OF DIRECTORS

The directors of the Company are elected at each annual general meeting and hold office until the next annual general meeting or until their successors are elected or appointed. Management of the Company proposes to nominate the persons listed below for election as directors of the Company. In the absence of instructions to the contrary, Proxies given pursuant to the solicitation by management will be voted for the nominees listed herein.

The Company currently has seven directors. At the Meeting, the shareholders will be asked to consider fixing the number of directors at seven and electing the seven persons named below as directors.

Information of each director nominee, as furnished by each individual, is set out below:

| Name, Position with Company, Province/State and Country of Residence                        | Date First Appointed as Director | Present and Principal Occupation During the Past Five Years  | Shares beneficially owned or controlled <sup>(1)</sup> |
|---|----------------------------------|--|--|
| <b>Gilmour Clausen</b> <sup>(2)</sup><br>Chair and CEO and Director<br>Knoxville, TN<br>USA | September 1, 2023                | Previously President and CEO and Director of Copper Mountain Mining Corporation from 2018 to 2023; President and CEO and Director of Brio Gold Inc. from 2014 to 2018.   | 19,721,198   |
| <b>Letitia Wong</b><br>President and Director<br>Toronto, ON<br>Canada                      | March 1, 2015                    | Previously Chief Financial Officer of Copper Mountain Mining Corporation from 2022 to 2023; Executive Vice President, Strategy and Corporate Development from 2018 to 2022; Vice President, Corporate Development of Brio Gold Inc. from 2015 to 2018. | 6,230,834  |
| <b>Joseph Longpre</b> <sup>(2)(3)</sup><br>Director<br>Toronto, ON<br>Canada                | February 15, 2024                | Previously Senior Vice President and CFO of Brio Gold Inc. from 2014 to 2018; retired from 2018 to present.  | 377,777  |
| <b>Lance Newman</b> <sup>(2)(4)</sup><br>Director<br>Lone Tree, CO<br>USA                   | September 16, 2025               | Previously Senior Vice President, Project Development of Copper Mountain Mining Corporation from 2018 to 2023.   | 2,789,333  |
| <b>Rodney Pace</b> <sup>(3)(4)</sup><br>Director<br>Loveland, CO<br>USA                     | February 28, 2025                | Currently Principal of Pace Consulting focused on technical due diligence on assets for the main purpose of M&A 2014-2026.   | 221,666  |
| <b>Robert Kopple</b> <sup>(5)</sup><br>Director<br>Beverly Hills, CA<br>USA                 | October 30, 2025                 | Attorney and co-founder of Kopple, Klinger & Elbaz, LLP.; current and former director and officer of several companies, including World Copper Ltd.  | 8,756,617  |

| Name, Position with Company, Province/State and Country of Residence                          | Date First Appointed as Director | Present and Principal Occupation During the Past Five Years  | Shares beneficially owned or controlled <sup>(1)</sup> |
|---|----------------------------------|--|--|
| <b>Keith Henderson</b> <sup>(4)(5)</sup><br>Director<br>Vancouver, British Columbia<br>Canada | October 30, 2025                 | President, CEO and Director of Velocity Minerals Ltd. from 2017 to present; President, CEO and Director of Latin Metals Inc. from 2015 to present; Director of World Copper Ltd. from 2024 to present; Director of BP Silver Corp. from 2025 to present. | Nil  |

(1) Statements as to securities beneficially owned, directly or indirectly, or over which control or direction is exercised by the directors named above are, in each instance, based upon information furnished by the individual concerned and are calculated as at the Record Date.

(2) Member of the Audit Committee.

(3) Member of the Governance and Nominating Committee.

(4) Member of the Technical Committee.

(5) Elected as director by shareholders at the Company's annual general meeting held on September 16, 2025 but appointed as director upon closing of the arrangement between the Company and World Copper Ltd. pursuant to which the Company agreed to acquire the Zonia Project in Arizona from World Copper Ltd.

**Unless otherwise instructed, management's nominees named in the Proxy accompanying this Circular will vote "FOR" the election of each of the director nominees listed above.**

### ***Cease Trade Orders***

As at the date of this Circular, except as set out below, no proposed director of the Company is or has been within 10 years before the date of this Circular, a director, chief executive officer or chief financial officer of any company (including the Company) that:

- (i) was subject to an order that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer, or
- (ii) 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.

Mr. Kopple, a director and currently a director of World Copper, is a director of Gelum Resources Ltd. (formerly Gelum Capital Ltd.) ("**Gelum**"). On September 4, 2018, the British Columbia Securities Commission issued a failure-to-file cease trade order against Gelum for failing to file audited annual financial statements, management's discussion and analysis and certification of annual filings for the financial year ended April 30, 2018. The cease trade order was revoked on August 6, 2019.

### ***Bankruptcies***

No proposed director of the Company is or has been within 10 years before the date of this Circular:

- (a) a director or executive officer of any company (including the Company) that while that person was acting in that capacity or within a year of that person ceasing to act in that capacity became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or was subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold its assets.
- (b) become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

### ***Penalties or Sanctions***

No proposed director of the Company has been subject to:

- (a) 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
- (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

## **APPOINTMENT OF AUDITORS**

At the Meeting, shareholders will be asked to re-appoint Davidson & Company LLP, Chartered Professional Accountants (“**Davidson**”) as auditors of the Company and to authorize the directors to fix their remuneration. Davidson was first appointed auditors of the Company on November 28, 2017.

**The re-appointment of Davidson as the auditors of the Company will require approval by a majority of votes cast on the re-appointment at the Meeting. Unless otherwise instructed, management’s nominees named in the Proxy accompanying this Circular will vote “FOR” the re-appointment.**

## **OMNIBUS PLAN**

On February 3, 2026, the Board adopted a “rolling” 10% omnibus equity incentive plan (the “**Omnibus Plan**”). In accordance with the policies of the TSX Venture Exchange (the “**TSXV**”), the Omnibus Plan must be approved by the shareholders of the Company by no later than the earlier of the Company’s next annual meeting of shareholders and 12 months from its implementation. As such, at the Meeting, shareholders of the Company will be asked to consider, and if deemed advisable, to approve the Omnibus Plan.

The Omnibus Plan being proposed for approval at the Meeting provides for the grant of options (“**Options**”), restricted share units (“**RSUs**”), performance share units (“**PSUs**” and, together with the RSUs, “**Share Units**”), and deferred share units (“**DSUs**”, collectively with Options and Share Units, the “**Awards**”).

Compared to the Company’s existing stock option plan, the Omnibus Plan provides the Company with the additional flexibility to grant and administer different forms of equity-based incentive awards to eligible directors, officers, employees and consultants under a single equity based compensation plan. The Board continues to believe that equity-based compensation is an appropriate way for the Company to ensure that the interests of its Board, its management team and key employees are aligned with its shareholders and to attract and retain the best possible talent. The Company recognizes that better outcomes result from long-term incentives and that it requires an equity compensation plan with more flexibility than that currently provided under its existing stock option plan.

If the Omnibus Plan is approved by the shareholders of the Company at the Meeting (the “**Omnibus Plan Approval**”), the Omnibus Plan will replace the Company’s current 10% stock option plan (the “**Existing Option Plan**”), which was last approved by the shareholders of the Company at the annual general meeting of shareholders held on September 16, 2025.

In addition, if the Omnibus Plan Approval is obtained, all of the options (the “**Existing Options**”) that were granted under the Existing Option Plan and that remain outstanding as of the date of the Meeting will continue to have the same rights, terms and conditions as they presently do, and no further grants will be made under the Existing Option Plan.

As at the date hereof, there are 3,943,695 Existing Options outstanding, leaving 8,177,643 common shares available to underlie future award grants under the Omnibus Plan (assuming Omnibus Plan Approval is obtained). New awards granted under the Omnibus Plan are not exercisable until Omnibus Plan Approval is obtained.

## Summary of the Omnibus Plan

The following is a summary of the key provisions of the Omnibus Plan. This summary is qualified in all respects by the full text of the Omnibus Plan, a copy of which is attached hereto as Schedule “B”. All terms used but not defined in this section have the meaning ascribed thereto in the Omnibus Plan.

|                         |  |
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| Eligible Participants   | <p>In respect of a grant of Options, an Eligible Participant is any Director, Officer, Employee or Consultant of the Company or any of its Subsidiaries.</p> <p>In respect of Share Units, an Eligible Participant is any Director, Officer, Employee or Consultant of the Company or any of its Subsidiaries (other than Investor Relations Service Providers).</p> <p>In respect of a grant of DSUs, an Eligible Participant is any Non-Employee Director (other than Investor Relations Service Providers).</p>   |
| Award Types             | Options, RSUs, PSUs, DSUs  |
| Administration          | <p>The Omnibus Plan shall be administered and interpreted by the Board or, if the Board by resolution so decides, by a committee appointed by the Board. Subject to the terms of the Omnibus Plan, applicable law and the rules of the applicable Exchanges, the Board (or its delegate) will have the power and authority to (i) designate the Eligible Participants who will receive Awards (an Eligible Participant who receives an Award, a “<b>Participant</b>”), (ii) fix the number of Awards, if any, to be granted to each Eligible Participant and the date or dates on which such Awards shall be granted, (iii) determine the terms and conditions of any Award, including any vesting conditions, Performance Criteria, Performance Period or otherwise as permitted by the Omnibus Plan and the rules of any Exchanges, and (iv) make such amendments to the Omnibus Plan and Awards made under the Omnibus Plan as are permitted by the Omnibus Plan, and provided that, unless permitted under the applicable rules of any Exchange, no Award shall vest before the one-year anniversary from the date of grant.</p> |
| Number of Common Shares | <p>The total number of Common Shares reserved and available for grant and issuance pursuant to Awards under the Omnibus Incentive Plan must not exceed 10% of the Outstanding Issue, less the number of Common Shares reserved for issuance pursuant to any other Share Compensation Arrangement, if any, at any time. The share reserve will also be impacted by the “Share Counting” definitions as set out below.</p>   |
| Share Counting          | <p>Each Common Share subject to an Option, RSU, PSU, or DSU shall be counted as reserving one Common Share under the Omnibus Plan.</p>   |
| Share Recycling         | <p>If an outstanding Award expires or otherwise terminated for any reason without having been exercised or settled in full, or if an outstanding Award (or portion thereof) is settled in cash and not Common Shares, or if Common Shares acquired pursuant to an outstanding Award subject to forfeiture are forfeited, the Common Shares covered by such Award, if any, will again be available for issuance under the Omnibus Plan. Common Shares will not be</p>   |

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|                      | deemed to have been issued pursuant to the Omnibus Plan with respect to any portion of an Award that is settled in cash.   |
| Term                 | <p><u>Options</u>: The Board shall determine, at the time of granting the particular Option, the period during which the Option is exercisable, which shall not be more than ten (10) years from the date the Option is granted. All unexercised Options shall be cancelled, without any compensation, at the expiry of such Options.</p> <p><u>RSUs/PSUs</u>: The Board shall determine, at the time of granting the RSUs or PSUs, the date or dates on which such RSUs/PSUs will be granted and the relevant conditions, vesting provisions (including the applicable Performance Period and Performance Criteria, if any) and Restriction Period. Vesting conditions may, without limitation, be based on the passage of time during continued employment (or other service relationship) or the achievement of specified Performance Criteria, or both.</p> <p><u>DSUs</u>: DSUs will vest on the Termination Date of the Participant, provided that no DSU will vest before the one year anniversary from the date of grant unless permitted by applicable TSXV rules.</p>  |
| Redemption           | <p><u>Options</u>: An Option is exercisable by delivering a fully completed Exercise Notice specifying the number of Common Shares in respect of which the Option is being exercised and shall be accompanied by payment, in full, of (i) the Option Price multiplied by the number of Options being exercised as specified in such notice, and (ii) such amount in respect of tax obligations as the Company may require. As soon as practicable after such exercise but no later than ten (10) Business Days following such exercise, the Company shall cause the transfer agent and registrar of the Common Shares to issue the aggregate number of Common Shares as specified in the Exercise Notice in certificated or uncertificated form, as permitted by the Omnibus Plan. A Participant also has the option, when entitled to exercise an Option, to deal with such Option on a “cashless exercise” or “net exercise” basis in accordance with the terms of the Omnibus Plan.</p> <p><u>RSUs/PSUs/DSUs</u>: A Participant’s vested RSUs, PSUs or DSUs shall be redeemed in consideration for a cash payment or the issuance of Common Shares on the applicable Redemption Date. Any cash payment to which the Participant is entitled, subject to applicable tax obligations, shall be paid to the Participant by the Company in cash, by cheque or by such other payment method as the Company and the Participant may agree. Where the Company has elected to settle all or a portion of the Participant’s vested RSUs, PSUs or DSUs in Common Shares issued from treasury, the Company shall deliver to the Participant the number of Common Shares to which the Participant is entitled in certificated or uncertificated form, as permitted by the Omnibus Plan.</p> |
| Participation Limits | <p>Unless the Company has obtained the requisite disinterested shareholder approval as required by the rules of any Exchange:</p> <ul style="list-style-type: none"> <li>• the maximum number of Common Shares that are issuable to Insiders, at any time, pursuant to the Omnibus Plan and all other share-based</li> </ul>   |

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|  | <p>compensation arrangements of the Company is 10% of the Outstanding Issue; and</p> <ul style="list-style-type: none"> <li>• the maximum number of Common Shares issued to Insiders, within any twelve (12) month period, pursuant to the Omnibus Plan and all other share-based compensation arrangements of the Company is 10% of the Outstanding Issue.</li> </ul> <p>The maximum number of Common Shares that may be made issuable to certain Participants, are subject to the following limitations:</p> <ul style="list-style-type: none"> <li>• the maximum number of Common Shares that may be made issuable pursuant to Awards made to any person, including employees and Non-Employee Directors, within any one-year period shall not exceed 5% of the Outstanding Issue calculated as at the date any Award is granted or issued to such person (unless the Company has obtained the requisite disinterested shareholder approval as required by the rules of any Exchange);</li> <li>• the maximum aggregate number of Common Shares that are issuable pursuant to all Awards granted or issued in any twelve (12) month period to any one Consultant must not exceed 2% of the number of Common Shares issued and outstanding, calculated as at the date any Award is granted or issued to the Consultant;</li> <li>• the maximum aggregate number of Common Shares that are issuable pursuant to all Options granted in any twelve (12) month period to all Investor Relations Service Providers in aggregate must not exceed 2% of the number of Common Shares issued and outstanding, calculated as at the date any Option is granted to any such Investor Relations Service Provider; and</li> <li>• Investor Relations Service Providers may not receive any Awards other than Options.</li> </ul> |
| <p>Effect of Termination on Awards</p> | <p>Each Option will be subject to the following:</p> <ul style="list-style-type: none"> <li>• <u>Resignation</u>: Any unvested Option will terminate and become void immediately upon the Participant’s resignation. Any vested Option held by such Participant will cease to be exercisable on the earlier of (i) ninety (90) days after the Participant’s Termination Date, and (ii) the expiry date of such Option, after which such vested Option will expire.</li> <li>• <u>Termination for Cause</u>: Any vested or unvested Option granted to such Participant will terminate automatically and become void immediately.</li> <li>• <u>Termination not for Cause</u>: Any unvested Option granted to such Participant will terminate and become void immediately. Any vested Option granted to such Participant may be exercised, subject to the limitations set forth in the Omnibus Plan. Unless otherwise determined by the Board, any vested Options will only be exercisable until the earlier of (i) ninety (90) days after the Termination Date (or such later date as the Board may, in its discretion, determine), and (ii) the expiry date of the Option, after which the vested Option will expire.</li> </ul>   |

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|                   | <ul style="list-style-type: none"> <li>● <u>Retirement or Permanent Disability</u>: Any unvested Option granted to such Participant will terminate and become void immediately. Any vested Options will cease to be exercisable on the earlier of (i) ninety (90) days from the date of Retirement or the date on which the Participant ceases his or her employment or service relationship with the Company or any Subsidiary by reason of permanent disability, and (ii) the expiry date of such Option, after which such vested Option will expire.</li> <li>● <u>Death</u>: Each unvested Option granted to such Participant will terminate and become void immediately. Each vested Option held by such Participant on the Termination Date may be exercised by the legal representative of the Participant, provided that any such vested Option shall cease to be exercisable on the earlier of (i) the date that is 12 months after the date of death, or (ii) the expiry date of such Option, after which such vested Option will expire.</li> <li>● <u>Leave of Absence</u>: Upon a Participant electing a voluntary leave of absence of more than twelve (12) months, including maternity and paternity leaves, the Board may determine, in its discretion, but subject to applicable laws, that such Participant’s participation in the Omnibus Plan shall be terminated, provided that all vested Options will remain outstanding and in effect until the applicable exercise date, or an earlier date determined by the Board in its discretion.</li> </ul> <p>Each RSU, PSU and DSU will be subject to the following:</p> <ul style="list-style-type: none"> <li>● <u>Termination for Cause and Resignation</u>. The Participant’s participation in the Omnibus Plan will be terminated immediately, all RSUs, PSUs and/or DSUs that have not vested will be forfeited and cancelled, and the unvested RSUs, PSUs, and/or DSUs will be forfeited and cancelled on the Termination Date; provided, however, that any Participant will not forfeit their entitlement to any DSUs as a result of the occurrence of any of the events set forth in Section 6.3 of the Omnibus Plan.</li> <li>● <u>Death, Retirement, Leave of Absence or Termination of Service</u>. Upon a Participant electing a voluntary leave of absence, or upon a Participant ceasing to be Eligible Participant as a result of (a) death, (b) retirement, (c) Termination of Service for reasons other than for Cause, (d) his or her employment or service relationship with the Company or a Subsidiary being terminated by reason of injury or disability or (e) becoming eligible to receive long term disability benefits, all unvested Share Units as of such date relating to a Restriction Period in progress will be forfeited and cancelled. Notwithstanding the foregoing, if the Board, in its sole discretion, instead accelerates the vesting or waives vesting conditions with respect to all or some portion of outstanding unvested RSUs or PSUs, the date of such action is the Vesting Date, so long as no RSUs or PSUs vest before the one year anniversary of being granted unless in connection with a Change of Control or the death of a Participant</li> </ul> |
| Change of Control | In the event of a Change of Control, any unvested Awards will immediately vest to assist the Participants to tender into a take-over bid or participate in any other transaction leading to a Change of Control. If the proposed Change   |

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|             | of Control is not completed within the prescribed time, (i) the conditional exercise of vested Options shall be deemed to be null, void, and of no effect; (ii) Common Shares issued pursuant to the vested Options shall be returned; and (iii) the original terms of the Options will apply.  |
| Assignments | Each Award is personal to the Participant and is not assignable or transferable, except in the case of a Participant's death.   |
| Amendments  | <p>The Board may suspend or terminate the Omnibus Plan at any time, or from time to time amend or revise the terms of the Omnibus Plan or any granted Award, without the consent of the Participants, provided that any suspension, termination, amendment or revision will not adversely alter or impair the rights of any Participant without the consent of such Participant (except as permitted under the Omnibus Plan).</p> <p>The Board may, from time to time, without the approval of the shareholders, make the following amendments to the Omnibus Plan:</p> <ul style="list-style-type: none"> <li>● any amendment necessary to comply with applicable laws or the requirements of the TSXV or other applicable securities exchanges or regulatory authorities;</li> <li>● any amendment of a "housekeeping" nature, including to clarify the meaning of any existing provisions of the Omnibus Plan, to correct or supplement any provision of the Omnibus Plan that is inconsistent with any other provision, correct grammatical or typographical errors, or to amend the definitions in the Omnibus Plan; and</li> <li>● any amendment regarding the administration of the Omnibus Plan.</li> </ul> |

*Shareholder Approval of the Omnibus Plan*

At the Meeting, shareholders will be asked to consider and, if deemed advisable, to pass, with or without variation, an ordinary resolution (the "**Omnibus Plan Resolution**") confirming, ratifying and approving the Omnibus Plan, as follows:

**"BE IT RESOLVED THAT:**

- A. the Omnibus Plan of the Company is hereby ratified, confirmed and approved; and
- B. Any director or officer of the Company is authorized and directed for and on behalf of the Company to execute and deliver or file such documents and instruments and to perform such other acts or things as are required or as such director or officers in his or her sole discretion may deem necessary to give effect to the true intent of this resolution."

In order to be passed, the Omnibus Plan Resolution requires the approval of a majority of the votes cast thereon by disinterested shareholders present in person or represented by proxy at the Meeting. The directors of the Company unanimously recommend that shareholders vote in favor of the Omnibus Plan Resolution.

**The persons named in the form of proxy accompanying this Circular intend to vote FOR the Omnibus Plan Resolution, unless the shareholder who has given such proxy has directed that the Common Shares represented by such proxy be voted against the Omnibus Plan Resolution.**

## STATEMENT OF EXECUTIVE COMPENSATION

### *Executive Compensation*

The following information is for the Company's most recent completed financial year, December 31, 2025.

### *Named Executive Officers*

The Named Executive Officers ("NEOs") of the Company are the following officers:

- (a) the Chief Executive Officer ("CEO");
- (b) the Chief Financial Officer ("CFO"); and
- (c) the three most highly compensated executive officers, other than the CEO and CFO who were serving as executive officers at the end of, or during, the most recent completed financial year, excluding those whose total compensation does not exceed \$150,000 for the financial year.

### *Compensation Discussion and Analysis*

Given the Company's size, the Company does not have a Compensation Committee, but includes executive compensation within the responsibilities of the Governance and Nominating Committee. At this stage, the Company relies on the Governance and Nominating Committee and Board discussions and peer benchmarking for assisting in executive compensation. The CEO will review and recommend to the Board compensation arrangements for the Company's NEOs including any short and long-term incentive programs. Each Board member has adequate experience in the area of compensation to ensure fair compensation for the Company's executives in line with the Company's peers. In addition, all the Board members have direct experience in executive compensation and such experience assists in making decisions on the suitability of the Company's compensation practices and policies.

The compensation for the Company's executive officers currently comprises a base salary and a long-term incentive program (stock options). A discretionary bonus (short term incentive) may be awarded if deemed appropriate. When reviewing compensation arrangements of the Company's executives, the Board considers fairness to the shareholders and investors of the Company, market competitiveness and recognizing and rewarding performance, individually and collectively in relation to the Company's success. A more formal approach may be considered going forward.

For fiscal 2025, the Board did not formally consider implications of the risks associated with the Company's compensation practices.

### *Base Salary and Bonuses*

To ensure that the Company will continue to attract and retain qualified and experienced executives, base salaries may be reviewed and adjusted annually in order to ensure that they remain at a level that is at the median for comparable companies. The Company did not have a formal short term incentive program in place in 2025 but has granted a bonus in the ensuing year based on the target allocation included in the executive's employment agreement, which is based on their performance consistent with the success of the Company's business at the discretion of the Board. The Company intends to implement a formal corporate scorecard for calculating short-term incentives in 2026.

### *Long Term Incentive Compensation*

#### *Stock Options*

The Company's current long-term incentive plan comprises incentive stock options. At the Meeting, shareholders will be asked to approve a new omnibus equity compensation plan. If approved, the Board

may from time-to-time grant equity-based awards under the Omnibus Plan to the directors, senior officers, employees and consultants of the Company as described under “*Omnibus Plan*” above. The purpose of the Omnibus Plan is to provide an incentive to the Company’s directors, senior officers, employees and consultants to continue their involvement with the Company, to increase their efforts on the Company’s behalf and to attract qualified new directors, senior officers and employees. The Omnibus Plan is “rolling” such that the number of securities granted under the Omnibus Plan can be up to a maximum of 10% of the issued common shares of the Company at the time of the grant on a non-diluted basis, and such aggregate number of common shares shall increase or decrease as the number of issued and outstanding common shares changes.

The following table (presented in accordance with National Instrument Form 51-102F6V *Statement of Executive Compensation*) sets forth all annual and long-term compensation awarded, paid to or earned for services in all capacities to the Company for the two most recently completed financial years of the Company for each NEO of the Company:

### Summary Compensation Table

| Name and position   | Year | Salary, consulting fee, retainer or commission (\$) | Bonus (\$) | Committee or meeting fees (\$) | Value of perquisites (\$) | Value of all other compensation (\$) | Total compensation (\$) |
|---|------|---|------------|--------------------------------|---------------------------|--------------------------------------|-------------------------|
| Gilmour Clausen <sup>(1)</sup><br>Chair, CEO and Director                         | 2025 | 79,275  | 56,858     | Nil                            | Nil                       | 2,789 <sup>(6)</sup>                 | 138,922                 |
|   | 2024 | Nil   | Nil        | Nil                            | Nil                       | Nil                                  | Nil                     |
| Letitia Wong <sup>(2)</sup><br>President, Former CEO and Director                 | 2025 | 64,166  | 39,238     | Nil                            | Nil                       | Nil                                  | 103,404                 |
|   | 2024 | Nil   | Nil        | Nil                            | Nil                       | Nil                                  | Nil                     |
| Patricia Fong <sup>(3)</sup><br>CFO   | 2025 | 87,333  | 14,795     | Nil                            | Nil                       | Nil                                  | 102,128                 |
|   | 2024 | 42,000  | Nil        | Nil                            | Nil                       | Nil                                  | 42,000                  |
| Kyle Lindahl <sup>(4)</sup><br>COO  | 2025 | 42,430  | 25,219     | Nil                            | Nil                       | 1,453 <sup>(6)</sup>                 | 69,102                  |
|   | 2024 | N/A   | N/A        | N/A                            | N/A                       | N/A                                  | N/A                     |
| John Stefka <sup>(5)</sup><br>Vice President, Environment and Community Relations | 2025 | 48,815  | 24,073     | Nil                            | Nil                       | 732 <sup>(6)</sup>                   | 73,620                  |
|   | 2024 | N/A   | N/A        | N/A                            | N/A                       | N/A                                  | N/A                     |

(1) On July 12, 2024, Mr. Clausen transitioned from Interim CEO and was appointed Chair before becoming CEO on October 30, 2025.

(2) On July 12, 2024, Ms. Wong was appointed as President and CEO before subsequently transitioning from CEO to solely President on October 30, 2025.

(3) On November 1, 2025, Ms. Fong transitioned from a consultant to becoming an employee of the Company.

(4) Mr. Lindahl was appointed as COO effective November 17, 2025.

(5) Mr. Stefka was appointed as Vice President, Environment and Community Relations effective November 1, 2025.

(6) Retirement benefits were paid to the 401k plans to the following NEOs: Mr. Clausen (US\$2,000), Mr. Lindahl (US\$1,042) and Mr. Stefka (US\$525) converted to Canadian dollars at an average U.S. exchange rate of 1.3947 as at December 31, 2025.

### ***Employment Agreements (including termination and change of control benefits)***

For fiscal 2025, Mr. Clausen and Ms. Wong did not receive compensation until October 30, 2025, at which time they each entered into an executive employment agreement that included base salary, long-term incentive plan (“*LTIP*”) stock options and short-term incentive plan (“*STIP*”) bonuses as compensation. Ms. Fong transitioned from consultant to employee effective on November 1, 2025. Messrs. Stefka and Lindahl entered into executive employment agreements with the Company effective on November 1, 2025 and November 17, 2025, respectively.

Under the Executive Employment Agreement between the Company and Mr. Clausen, in the event of termination by the Company without Cause or by the employee for Good Reason, or in the event of termination by the Company without Cause or by the employee for Good Reason within 12 months after a Change of Control, at the time of such termination, a lump sum amount to Mr. Clausen equal to a base salary and accrued vacation pay *pro rata* up to the termination date, together with any declared but unpaid *STIP* bonus for any fiscal year which has ended prior to the termination date. The Company shall also pay Mr. Clausen a lump sum severance payment that is equivalent to two times the sum of (i) base salary and (ii) the

greater of (A) the target STIP bonus, being an amount equal to 75% of base salary (B) the STIP bonus paid in the preceding fiscal year end and (C) the average of the STIP bonus paid in the two preceding fiscal years. In addition, all unvested LTIP securities under any securities compensation plan granted to Mr. Clausen shall immediately and fully vest on the effective date of such termination and be redeemable or exercisable for 90 days thereafter. The estimated incremental payment from the Company to Mr. Clausen on termination without Cause or by the NEO for Good Reason, assuming a triggering event occurred on December 31, 2025 would be \$1,535,072 for Mr. Clausen.

Under the Executive Employment Agreement between the Company and Ms. Wong, in the event of termination by the Company without Cause or by the employee for Good Reason, or in the event of termination by the Company without Cause or by the employee for Good Reason within 12 months after a Change of Control, at the time of such termination, a lump sum amount to Ms. Wong equal to a base salary and accrued vacation pay *pro rata* up to the termination date, together with any declared but unpaid STIP bonus for any fiscal year which has ended prior to the termination date. The Company shall also pay to Ms. Wong a lump sum severance payment that is equivalent to two times the sum of (i) base salary and (ii) the greater of (A) the target STIP bonus, being an amount equal to 60% of base salary (B) the STIP bonus paid in the preceding fiscal year end and (C) the average of the STIP bonus paid in the two preceding fiscal years. In addition, all unvested LTIP securities under any securities compensation plan granted to the NEO shall immediately and fully vest on the effective date of such termination and be redeemable or exercisable for 90 days thereafter. The estimated incremental payment from the Company to the NEO on termination without Cause or by the NEO for Good Reason, assuming a triggering event occurred on December 31, 2025 would be \$1,232,000 for Ms. Wong.

Under the Executive Employment Agreement between the Company and Ms. Fong, in the event of termination by the Company without Cause or by the employee for Good Reason, or in the event of termination by the Company without Cause or by the employee for Good Reason within 12 months after a Change of Control, at the time of such termination, a lump sum amount to Ms. Fong equal to a base salary and accrued vacation pay *pro rata* up to the termination date, together with any declared but unpaid STIP bonus for any fiscal year which has ended prior to the termination date. The Company shall also pay Ms. Fong a lump sum severance payment that is equivalent to the sum of (i) base salary and (ii) the target STIP Amount, being an amount equal to 50% of base salary. In addition, all unvested LTIP securities under any securities compensation plan granted to Ms. Fong shall immediately and fully vest on the effective date of such termination and be redeemable or exercisable for 90 days thereafter. The estimated incremental payment from the Company to Ms. Fong on termination without Cause or by Ms. Fong for Good Reason, assuming a triggering event occurred on December 31, 2025 would be \$270,000 for Ms. Fong.

Under the Executive Employment Agreement between the Company and Mr. Lindhal, in the event of termination by the Company without Cause or by the employee for Good Reason, or in the event of termination by the Company without Cause or by the employee for Good Reason within 12 months after a Change of Control, at the time of such termination, a lump sum amount to Mr. Lindhal equal to a base salary and accrued vacation pay *pro rata* up to the termination date, together with any declared but unpaid STIP bonus for any fiscal year which has ended prior to the termination date. The Company shall also pay Mr. Lindhal a lump sum severance payment that is equivalent to the sum of (i) base salary and (ii) the target STIP Amount, being an amount equal to 60% of base salary. In addition, all unvested LTIP securities under any securities compensation plan granted to Mr. Lindhal shall immediately and fully vest on the effective date of such termination and be redeemable or exercisable for 90 days thereafter. The estimated incremental payment from the Company to Mr. Lindhal on termination without Cause or by Mr. Lindhal for Good Reason, assuming a triggering event occurred on December 31, 2025 would be \$548,240 for Mr. Lindhal.

Under the Executive Employment Agreement between the Company and Mr. Stefka, in the event of termination by the Company without Cause or by the employee for Good Reason, or in the event of termination by the Company without Cause or by the employee for Good Reason within 12 months after a Change of Control, at the time of such termination, a lump sum amount to Mr. Stefka equal to a base salary and accrued vacation pay *pro rata* up to the termination date, together with any declared but unpaid STIP

bonus for any fiscal year which has ended prior to the termination date. The Company shall also pay Mr. Lindhal a lump sum severance payment that is equivalent to the sum of (i) base salary and (ii) the target STIP Amount, being an amount equal to 50% of base salary. In addition, all unvested LTIP securities under any securities compensation plan granted to Mr, Stefka shall immediately and fully vest on the effective date of such termination and be redeemable or exercisable for 90 days thereafter. The estimated incremental payment from the Company to Mr, Stefka on termination without Cause or by the NEO for Good Reason, assuming a triggering event occurred on December 31, 2025 would be \$431,739 for Mr, Stefka.

## Incentive Plan Awards

### *Outstanding Option-Based and Share-Based Awards*

To date, the Company has granted only option-based awards.

The following table sets forth all awards outstanding under incentive plan of the Company at the end of the most recently completed financial year held by each NEO as well as each director of the Company who was not an NEO, adjusted to reflect the 3-for-1 share consolidation effective October 30, 2025:

| Name and position   | Type of compensation security | Number of compensation securities, number of underlying securities and percentage of class <sup>(1)</sup> | Date of issue or grant               | Issue, conversion or exercise price (\$) | Closing price of security or underlying security on date of grant (\$) <sup>(2)</sup> | Closing price of security or underlying security at year end (\$) | Expiry date                          |
|---|-------------------------------|---|--------------------------------------|--|---|---|--------------------------------------|
| Gilmour Clausen <sup>(3)</sup><br>Chair, CEO and Director                         | Options                       | 458,946<br>(<1%)  | August 23, 2024                      | \$0.15                                   | \$0.015   | \$0.37  | August 23, 2029                      |
| Letitia Wong <sup>(4)</sup><br>President, Former CEO and Director                 | Options                       | 1,317,244<br>(1.09%)  | August 23, 2024                      | \$0.15                                   | \$0.015   | \$0.37  | August 23, 2029                      |
| Patricia Fong <sup>(5)</sup><br>CFO   | Options                       | 133,333<br>(<1%)  | August 23, 2024                      | \$0.15                                   | \$0.015   | \$0.37  | August 23, 2029                      |
| Kyle Lindahl <sup>(6)</sup><br>COO  | Options                       | Nil   | N/A                                  | N/A                                      | N/A   | N/A   | N/A                                  |
| John Stefka <sup>(7)</sup><br>Vice President, Environment and Community Relations | Options                       | Nil   | N/A                                  | N/A                                      | N/A   | N/A   | N/A                                  |
| Joseph Longpre <sup>(8)</sup><br>Director   | Options                       | 88,889<br>(<1%)   | August 23, 2024                      | \$0.15                                   | \$0.015   | \$0.37  | August 23, 2029                      |
| Rodney Pace <sup>(9)</sup><br>Director  | Options                       | Nil   | N/A                                  | N/A                                      | N/A   | N/A   | N/A                                  |
| Lance Newman <sup>(10)</sup><br>Director  | Options                       | Nil   | N/A                                  | N/A                                      | N/A   | N/A   | N/A                                  |
| Robert Koppke <sup>(11)</sup><br>Director   | Options                       | 62,412<br>274,615<br>(<1%)  | October 30, 2025<br>October 30, 2025 | \$1.6022<br>\$0.4006                     | \$0.185<br>\$0.185  | \$0.37  | January 30, 2027<br>January 30, 2027 |
| Keith Henderson <sup>(12)</sup><br>Director                                       | Options                       | 62,412<br>124,825<br>(<1%)  | October 30, 2025<br>October 30, 2025 | \$1.6022<br>\$0.4006                     | \$0.185<br>\$0.185  | \$0.37  | January 30, 2027<br>January 30, 2027 |

(1) Percentage of options issued compared to the total issued and outstanding shares of the Company as at December 31, 2025, being 120,876,364.

(2) The closing price has been adjusted to reflect the 3-for-1 share consolidation that occurred on October 30, 2025.

(3) On July 12, 2024, Mr. Clausen transitioned from Interim CEO and was appointed Chair before becoming CEO on October 30, 2025.

(4) On July 12, 2024, Ms. Wong was appointed as President and CEO before subsequently transitioning to solely being President on October 30, 2025.

(5) On November 1, 2025, Ms. Fong transitioned from a consultant to becoming an employee of the Company.

(6) Mr. Lindahl was appointed as COO effective November 17, 2025.

(7) Mr. Stefka was appointed as Vice President, Environment and Community Relations effective November 1, 2025.

(8) Mr. Longpre was appointed as director on February 15, 2024.

(9) Mr. Pace was appointed as director on February 28, 2025.

(10) Mr. Newman was appointed as director on September 16, 2025.

(11) Mr. Koppke was appointed as director on October 30, 2025.

(12) Mr. Henderson was appointed as director on October 30, 2025.

## Exercise of Compensation Securities by Directors and NEOs

During the year ended December 31, 2025, 44,444 stock options were exercised at an exercise price of \$0.15 per common share by a director of the Company.

### *Value Vested or Earned During the Year*

The following table represents the aggregate dollar value that would have been realized if the stock options under the option-based award had been exercised on the vesting date for each NEO:

| Name  | Option-based awards – Value vested during the year (\$) | Share-based awards – Value vested during the year (\$) | Non-equity incentive plan compensation – Value earned during the year (\$) |
|---|---|--|--|
| Gilmour Clausen <sup>(1)</sup><br>Chair, CEO and Director                         | 41,305  | N/A  | Nil  |
| Letitia Wong <sup>(2)</sup><br>President, Former CEO and Director                 | 118,552   | N/A  | Nil  |
| Patricia Fong, CFO <sup>(3)</sup>   | 12,000  | N/A  | Nil  |
| Kyle Lindahl <sup>(4)</sup><br>COO  | Nil   | N/A  | Nil  |
| John Stefka <sup>(5)</sup><br>Vice President, Environment and Community Relations | Nil   | N/A  | Nil  |

(1) On July 12, 2024, Mr. Clausen transitioned from Interim CEO and was appointed Chair before becoming CEO on October 30, 2025.

(2) On July 12, 2024, Ms. Wong was appointed as President and CEO before subsequently transitioning to being solely President on October 30, 2025.

(3) On November 1, 2025, Ms. Fong transitioned from a consultant to becoming an employee of the Company.

(4) Mr. Lindahl joined the Company as COO effective November 17, 2025.

(5) Mr. Stefka joined the Company as Vice President, Environment and Community Relations effective November 1, 2025.

## Pension Plan Benefits

The Company does not provide pension benefits for its directors or executive officers.

## Director Compensation

For the most recently completed financial year ended December 31, 2025, the Company began paying compensation to its directors in their capacity as directors. Incentive stock options may be granted, from time to time, to the Company's directors.

All reasonable expenses incurred by a director in attending Board meetings, committee meetings or shareholder meetings, together with all expenses properly and reasonably incurred by any director in the conduct of the Company's business or in the discharge of his/her duties as a director are paid by the Company.

The following table sets forth all amounts of compensation provided to the directors of the Company, who are not NEOs, for the financial year ended December 31, 2025.

| Director Name  | Fees earned (\$) | Option-based awards (\$) | Share-based awards (\$) | Non-equity incentive plan compensation (\$) | Pension value (\$) | All other compensation (\$) | Total (\$) |
|----------------|------------------|--------------------------|-------------------------|---|--------------------|-----------------------------|------------|
| Joseph Longpre | 12,250           | Nil                      | Nil                     | Nil   | Nil                | Nil                         | 12,250     |
| Lance Newman   | 8,333            | Nil                      | Nil                     | Nil   | Nil                | Nil                         | 8,333      |
| Rodney Pace    | 8,750            | Nil                      | Nil                     | Nil   | Nil                | Nil                         | 8,750      |

| Director Name   | Fees earned (\$) | Option-based awards (\$) | Share-based awards (\$) | Non-equity incentive plan compensation (\$) | Pension value (\$) | All other compensation (\$) | Total (\$) |
|-----------------|------------------|--------------------------|-------------------------|---|--------------------|-----------------------------|------------|
| Robert Kopple   | 7,500            | Nil                      | Nil                     | Nil   | Nil                | Nil                         | 7,500      |
| Keith Henderson | 7,500            | Nil                      | Nil                     | Nil   | Nil                | Nil                         | 7,500      |

## SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

### Stock Option Plan

The following table sets forth the Company's compensation plan under which equity securities are authorized for issuance as at December 31, 2025, the most recently completed financial year.

| Equity compensation plans approved by security holders | Number of common shares to be issued upon exercise of options | Weighted-average exercise price of outstanding options | Number of securities remaining available for future issuance under equity compensation plans |
|--|---|--|--|
| The Option Plan <sup>(2)</sup>                         | 4,280,720   | \$2.32   | 7,806,916 <sup>(1)</sup>   |

(1) Based on 10% of the Company's issued and outstanding common shares at December 31, 2025, being 120,876,364.

(2) At the Meeting, shareholders will be asked to ratify and approve the Omnibus Plan. If approved by disinterested shareholders, the Omnibus Plan will replace the existing stock option plan, but the terms of the outstanding stock options will remain unchanged.

## INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

During the Company's past fiscal year, no director, executive officer or senior officer of the Company, proposed management nominee for election as a director of the Company or associate or affiliate of any such director, executive or senior officer or proposed nominee is or has been indebted to the Company or any of its subsidiaries or is or has been indebted to another entity where such indebtedness is or has been the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries, other than routine indebtedness.

## INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than information disclosed in this Circular, no directors or executive officers of the Company or a subsidiary of the Company at any time during the Company's last fiscal year, the proposed nominees for election to the Board of the Company, any person or company who beneficially owns, directly or indirectly, or who exercises control or direction over (or a combination of both) more than 10% of the issued and outstanding common shares of the Company, nor any associate or affiliate of those persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any transaction or proposed transaction which has materially affected or would materially affect the Company or any of its subsidiaries.

## STATEMENT OF CORPORATE GOVERNANCE PRACTICES

National Instrument 58-101 – *Disclosure of Corporate Governance Practices* requires all companies to provide certain annual disclosure of their corporate governance practices with respect to the corporate governance guidelines (the “**Guidelines**”) adopted in National Policy 58-201 – *Corporate Governance Guidelines* (“**NP 58-201**”). These Guidelines are not prescriptive but have been used by the Company in adopting its corporate governance practices. The Company's approach to corporate governance is set out below.

## Board of Directors

Management is nominating seven individuals to the Company’s Board, all of whom are current directors of the Company.

The Guidelines suggest that the board of directors of every listed company should be constituted with a majority of individuals who qualify as “independent” directors under National Instrument 52-110 (“NI 52-110”), which provides that a director is independent if he or she has no direct or indirect “material relationship” with the Company. Of the proposed nominees, Letitia Wong, as the President and former CEO and Gilmour Clausen, as the Chair and CEO, are not considered to be “independent” within the meaning of NI 52-110. Joseph Longpre, Rodney Pace, Lance Newman, Robert Kopple and Keith Henderson are considered to be “independent” within the meaning of NI 52-110.

The Company has a Board Mandate that governs the responsibilities of the Board. The Lead Independent Director of the Company is Joseph Longpre who oversees the mandates and responsibilities of the Board.

## Directorships

The participation of the directors in other reporting issuers is described in the following table:

| Name of Director | Names of Other Reporting Issuers of which the Director is a Director             |
|------------------|--|
| Gilmour Clausen  | None   |
| Letitia Wong     | None   |
| Joseph Longpre   | None   |
| Lance Newman     | None   |
| Rodney Pace      | None   |
| Robert Kopple    | Gelum Resources Ltd., Latin Explore Inc. and World Copper Ltd.                   |
| Keith Henderson  | BP Silver Corp., Latin Metals Inc., World Copper Ltd. and Velocity Minerals Ltd. |

The independent directors of the Company may hold meetings at which non-independent directors and members of management are not in attendance.

During the year ended December 31, 2025, the Board held five formal meetings, which were attended by all members of the Board. In addition, there were informal meetings and discussions that occurred throughout the year.

## Position Descriptions

The Board has not developed formal written position descriptions for the Chairman of the Board nor the Chairman of the Audit Committee. However, the Company has an Audit Committee charter which governs the Audit Committee. The Board has specific skills and experience for the role designated for them. The majority of the Board has governance and board experience of other reporting issuers and are therefore knowledgeable and experienced in their capacity. Informal discussions occur at the Board level with respect to their responsibilities.

## Orientation and Continuing Education

Directors are encouraged and supported to pursue continuing education if they so choose as there is no formal continuing education or orientation program in place. New Board members are provided with the necessary

material and information to bring them up to speed with the business of the Company, its objectives and current activities.

### **Ethical Business Conduct**

The Board has adopted a Code of Business Conduct and Ethics (the “**Code**”) for its directors, officers and employees. The Chairman of the Audit Committee has been designated as the Ethics Officer and has the responsibility for monitoring compliance with the Code by ensuring all directors, officers and employees receive and become thoroughly familiar with the Code and acknowledge their support and understanding of the Code. Any non-compliance with the Code is to be reported to the Ethics Officer, or other designated persons. A copy of the Code may be accessed on the Company’s website at [www.edgecopper.com](http://www.edgecopper.com) or on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca).

### **Nomination of Directors**

The Board does not have a formal process with respect to the appointment of new nominees to the Board. The Board expects that when the time comes to appoint new directors to the Board that the nominees would be recruited by the current Board members, and the recruitment process would involve both formal and informal discussions among Board members and the CEO. The Board monitors, but does not formally assess, the performance of individual Board members and their contributions.

### **Compensation**

Compensation for the Board, CEO and President is currently determined by the Board collectively. The Company currently has no formal process in place. However, the Company believes it has the necessary experience on its Board with respect to compensation matters to maintain market competitiveness in its compensation approach for its Board, CEO and executive officers.

### **Other Board Committees**

In September 2025, the Company established several committees in addition to the Audit Committee, to include a Governance and Nominating Committee and a Technical Committee. Such committees are governed by written charters and are composed of at least a majority of independent directors.

The members of the Governance and Nominating Committee are Rodney Pace (Chair) and Joseph Longpre.

The members of the Technical Committee are Rodney Pace (Chair), Lance Newman, and Keith Henderson.

As the Company grows, and its operations and management structure become more sophisticated, the Board expects it will constitute additional formal standing committees and will ensure that such committees are governed by written charters and are composed of at least a majority of independent directors.

### **Assessment**

The Board currently does not have a formal process in place to assess its committees and individual directors with respect to their effectiveness and contribution. The current size and constitution of the Board allows for informal discussions regarding the contribution of each director. In addition, each individual director is significantly qualified through their current or previous professions to fulfil their duties as a Board member.

## **AUDIT COMMITTEE**

NI 52-110 *Audit Committees* requires the Company’s Audit Committee to meet certain standards and the Company to disclose information regarding its Audit Committee.

### **Audit Committee Charter**

The text of the Audit Committee’s charter is attached to this Information Circular as Schedule “A”.

## **Composition of Audit Committee and Independence**

The Company is required to have an Audit Committee comprised not less than three directors, a majority of whom are not executive officers, employees or control persons of the Company or of an affiliate of the Company.

NI 52-110 provides that a member of an Audit Committee is “independent” if the member has no direct or indirect material relationship with the issuer, which could, in the view of the issuer’s board of directors, reasonably interfere with the exercise of the member’s independent judgment. NI 52-110 also provides that an individual is “financially literate” if he or she has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company’s financial statements.

The members of the Audit Committee are Joseph Longpre (Chair), Lance Newman and Gilmour Clausen. Both Messrs. Longpre and Newman are considered to be independent within the meaning of NI 52-110. All members of the Audit Committee are considered financially literate in accordance with NI 52-110.

## **Relevant Education and Experience**

The following is a brief summary of the education and experience of each member of the Audit Committee that is relevant to the performance of his responsibilities as a member of the Audit Committee.

### Joseph Longpre

Mr. Longpre has over 35 years of finance, capital markets, mergers and acquisitions, and risk management experience in the mining and metals industry and is a seasoned Chief Financial Officer. Prior to retirement, Mr. Longpre was the Chief Financial Officer of Brio Gold Inc. and Chief Financial Officer of Augusta Resource Corporation. Mr. Longpre was also Vice President at URS Corporation and Managing Director at BMO Capital Markets. He has a B.Sc. and M.Sc. in Physics from the University of Saskatchewan, as well as an MBA from Columbia Business School. Mr. Longpre holds the CPA, CMA designation.

### Lance Newman

Mr. Newman has 35 years of experience in project development, processing, concentrating, smelting and refining operations in base and precious metals. Mr. Newman also has extensive experience in technical services, corporate development, and financial forecasting and planning. Mr. Newman was most recently Senior Vice President, Project Development at Copper Mountain Mining Corporation, before the company was acquired by Hudbay Minerals Inc. in 2023. Previously, he was Senior Vice President, Technical Services at Brio Gold Inc., which was acquired by Leagold Mining Corp in 2018, and Vice President, Project Development at Augusta Resource Corporation, which was acquired by Hudbay Minerals Inc. in 2014. Mr. Newman also held various senior technical and operating positions including being refinery manager and plant superintendent at Stillwater Mining Company and Gold Fields Limited. Mr. Newman holds a Bachelor of Science (Hons) in Chemistry from Rhodes University and is a graduate of the Management Advancement Program at the University of Witwatersrand Graduate School of Business. Mr. Newman also has completed various finance and accounting courses including Financial Statement Analysis at the Colorado School of Mines.

## Gilmour Clausen

Mr. Clausen is a mining executive with more than 30 years of experience in executive roles and in the areas of finance, engineering, project development and operations in the base metals and precious metals industry. He was most recently President and Chief Executive Officer and Director of Copper Mountain Mining Corporation prior to its acquisition in 2023. Previously, Mr. Clausen was President, Chief Executive Officer and Director of Brio Gold Inc. and held that position from its inception until its acquisition in 2018. Mr. Clausen was previously President, Chief Executive Officer and Director of Augusta Resource Corporation from its inception in 2005 until its acquisition in 2014. He was Executive Vice President, Mining at Washington Group International, Inc. from 2001 to 2005 and served as the Vice President of Operations of Stillwater Mining Company from 1995 to 1999. Prior to 1995, Mr. Clausen was a mine general manager at several precious and base metals operations of Placer Dome Inc in British Columbia and Ontario. Mr. Clausen holds a Bachelor's and Master's degree in Mining Engineering from Queen's University. Mr. Clausen is also a graduate of Queen's University's executive business program and the Harvard University Business School's program in corporate board governance.

### **Audit Committee Oversight**

Since January 1, 2025, the commencement of the Company's most recently completed financial year, the Audit Committee of the Company has not made any recommendations to nominate or compensate an external auditor which were not adopted by the Board of the Company.

### **Reliance on Certain Exemptions**

Since the commencement of the Company's most recently completed fiscal year, it has not relied on:

- (a) the exemption in section 2.4 (De Minimis Non-audit Services) of NI 52-110; or
- (b) an exemption from NI 52-110, in whole or in part, granted under Part 8 (Exemptions).

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

The Audit Committee has not adopted any specific policies and procedures for the engagement of non-audit services, except that the Audit Committee must pre-approve all such non-audit services.

### **Audit Fees**

The following table sets forth the fees paid by the Company to its auditors, Davidson & Company LLP, for their services rendered in the last two financial years.

| <b>Financial Year Ending</b> | <b>Audit Fees</b> | <b>Audit Related Fees<sup>(1)</sup></b> | <b>Tax Fees<sup>(2)</sup></b> | <b>All Other Fees<sup>(3)</sup></b> |
|------------------------------|-------------------|---|-------------------------------|-------------------------------------|
| December 31, 2025            | \$111,595         | Nil                                     | Nil                           | Nil                                 |
| December 31, 2024            | \$28,342          | Nil                                     | Nil                           | Nil                                 |

(1) Assurance and related services that are reasonably related to the performance of the audit or review of the Company's financial statements and not contained under "Audit Fees"..

(2) Professional services rendered for tax compliance, tax advice and tax planning.

(3) Other product and services.

### **Exemption in Section 6.1**

The Company is a "venture issuer" as defined in NI 52-110 and is relying on the exemption in section 6.1 of NI 52-110 relating to Part 3 (*Composition of the Audit Committee*) and Part 5 (*Reporting Obligations*).

## **GENERAL MATTERS**

It is not known whether any other matters will come before the Meeting other than those set forth above and in the Notice of Meeting, but if any other matters do arise, the persons named in the shareholders' Proxy intend to vote on any poll, in accordance with their best judgement, exercising discretionary authority with

respect to amendments or variations of matters set forth in the Notice of Meeting and other matters which may properly come before the Meeting or any adjournment or postponement thereof.

#### **ADDITIONAL INFORMATION**

Additional information relating to the Company may be found on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca) under the profile 'Edge Copper Corporation' and the Company's website at [www.edgecopper.com](http://www.edgecopper.com).

Financial information is provided in the Company's audited financial statements and in the MD&A for its most recently completed financial year. Shareholders may request copies of the Company's audited financial statements and MD&A by contacting the Company at 1100-1111 Melville Street, Vancouver, BC V6E 3V6.

#### **BOARD APPROVAL**

The contents of this Circular have been approved and its mailing authorized by the Board of the Company.

DATED as of the **9<sup>th</sup> day of March, 2026**.

#### **BY ORDER OF THE BOARD OF DIRECTORS**

/s/ Gilmour Clausen

Gilmour Clausen  
Chairman of the Board

**SCHEDULE “A”**  
**EDGE COPPER CORPORATION**  
**AUDIT COMMITTEE CHARTER**

**I. Purpose**

The main objective of the Audit Committee is to act as a liaison between the board of directors and Edge Copper’s (“Edge” or “the Company”) independent auditors (the “Auditors”) and to assist the board of directors in fulfilling its oversight responsibilities related to financial reporting and disclosure, other financial information provided by the Company, internal controls, risk and audit processes, and compliance with legal and regulatory requirements.

**II. Composition and Organization**

The Audit Committee shall consist of a minimum of three directors, all of whom must be financially literate. A majority of the members must be independent in accordance with NI 52-110 and TSX Venture Exchange policy.

The members of the Audit Committee and the Chair of the Audit Committee shall be appointed by the board of directors. A majority of the members of the Committee shall constitute a quorum. A majority of the members of the Audit Committee shall be empowered to act on behalf of the Audit Committee. Matters decided by the Audit Committee shall be decided by majority votes.

Any member of the Audit Committee may be removed or replaced at any time by the board of directors and shall cease to be a member of the Audit Committee as soon as such member ceases to be a director. The Audit Committee may form and delegate authority to subcommittees when appropriate.

**III. Responsibilities**

- Recommend the nomination of the Auditors for the purpose of preparing or issuing an auditor’s report or performing other audit, review or attest services for the Company, and the compensation of the Auditors.
- Oversee the work of Auditors engaged for the purpose of preparing or issuing an auditor’s report or performing other audit, review or attest services for the Company, including the resolution of disagreements between management and Auditors regarding financial reporting.
- Pre-approve all non-audit services to be provided to the Company or its subsidiary entities by the Company’s Auditors.
- Review the Company’s annual, quarterly or other interim financial statements, MD&A, and earnings press releases to be announced publicly.
- Monitor internal controls and accounting policies
- Review risk management processes and internal audits
- Establish and oversee whistleblower procedures
- Monitor compliance with financial disclosure policies and code of conduct.

**IV. Meetings**

The Audit Committee shall meet as frequently as circumstances require. The Audit Committee may invite, from time to time, such persons as it may see fit to attend its meetings and to take part in discussion and consideration of the affairs of the Committee. The Company’s accounting and financial officer(s) and the Auditors shall attend any meeting when requested to do so by the Chair of the Committee.

**V. Authority**

The Committee shall have the following authority:

- to engage independent counsel and other advisors as it determines necessary to carry out its duties;
- to set and pay the compensation for any advisors employed by the Audit Committee; and,
- to communicate directly with the Auditors.

*Approved by the Board of Directors of Edge Copper Corporation*

*September 16, 2025*

**SCHEDULE "B"**  
**EDGE COPPER CORPORATION**  
**OMNIBUS EQUITY INCENTIVE PLAN**

See attached.

**EDGE COPPER CORPORATION**  
**OMNIBUS EQUITY INCENTIVE PLAN**

Edge Copper Corporation (the “**Corporation**”) hereby establishes an omnibus equity incentive plan for certain qualified directors, officers, employees and consultants of the Corporation or any of its Subsidiaries (as defined herein).

**ARTICLE 1**  
**INTERPRETATION**

1.1 **Definitions.** Where used herein or in any amendments hereto or in any communication required or permitted to be given hereunder, the following terms shall have the following meanings, respectively, unless the context otherwise requires:

- (a) “Account” means a notional account maintained for each Participant on the books of the Corporation which will be credited with Share Units or DSUs, as applicable, in accordance with the terms of this Plan;
- (b) “Affiliate” has the meaning ascribed thereto in the *Securities Act* (British Columbia), as amended, supplemented or replaced from time to time;
- (c) “Annual Board Retainer” means the annual retainer paid by the Corporation to a director in a calendar year for service on the Board, including Board committee fees, attendance fees and additional fees and retainers to committee chairs; provided that, for greater clarity, “Annual Board Retainer” shall not include any amounts paid as a reimbursement or allowance for expenses;
- (d) “Award” means any of an Option, Share Unit or DSU granted pursuant to, or otherwise governed by, the Plan;
- (e) “Award Agreement” means an agreement evidencing the grant to a Participant of an Award, including an Option Agreement, a Share Unit Agreement, a DSU Agreement, an Employment Agreement or a Consulting Agreement;
- (f) “Blackout Period” means a period during which the Corporation prohibits Participants from trading securities of the Corporation which is formally imposed by the Corporation pursuant to its internal trading policies (which, for greater certainty, does not include a period during which a Participant or the Corporation is subject to a cease trade order (or similar order under securities laws) in respect of the Corporation’s securities);
- (g) “Blackout Period Expiry Date” means the date on which a Blackout Period expires;
- (h) “Board” means the board of directors of the Corporation as constituted from time to time;
- (i) “Board Retainer DSUs” has the meaning ascribed thereto in Section 5.8(a) hereof;
- (j) “Business Day” means a day, other than a Saturday, Sunday or statutory holiday, when Canadian chartered banks are generally open for business in Toronto, Ontario for the transaction of banking business;

- (k) “Canadian Participant” means a Participant who is a resident of Canada and/or who is granted an Award in respect of, or by virtue of, employment services rendered in Canada, provided that, for greater certainty, a Participant may be both a Canadian Participant and a U.S. Taxpayer;
- (l) “Cause” has the meaning ascribed thereto in Section 6.2(a) hereof;
- (m) “Change of Control” means, unless the Board determines otherwise, the happening, in a single transaction or in a series of related transactions, of any of the following events:
  - (i) any transaction (other than a transaction described in paragraph (b) below) pursuant to which any Person or group of Persons acting jointly or in concert acquires the direct or indirect beneficial ownership of securities of the Corporation representing 50% or more of the aggregate voting power of all of the Corporation’s then issued and outstanding securities entitled to vote in the election of directors of the Corporation, other than any such acquisition that occurs upon the exercise or settlement of options or other securities granted by the Corporation under any of the Corporation’s equity incentive plans;
  - (ii) there is consummated an arrangement, amalgamation, merger, consolidation or similar transaction involving (directly or indirectly) the Corporation and, immediately after the consummation of such arrangement, amalgamation, merger, consolidation or similar transaction, the shareholders of the Corporation immediately prior thereto do not beneficially own, directly or indirectly, either (A) outstanding voting securities representing more than 50% of the combined outstanding voting power of the surviving or resulting entity in such amalgamation, merger, consolidation or similar transaction or (B) more than 50% of the combined outstanding voting power of the parent of the surviving or resulting entity in such arrangement, amalgamation, merger, consolidation or similar transaction, in each case in substantially the same proportions as their beneficial ownership of the outstanding voting securities of the Corporation immediately prior to such transaction;
  - (iii) the sale, lease, exchange, license or other disposition of assets, rights or properties of the Corporation or any of its Subsidiaries which have an aggregate book value greater than 50% of the book value of the assets, rights and properties of the Corporation and its Subsidiaries on a consolidated basis to any other Person, other than a disposition to a wholly-owned Subsidiary of the Corporation in the course of a reorganization of the assets of the Corporation and its wholly-owned Subsidiaries;
  - (iv) the passing of a resolution by the Board or shareholders of the Corporation to substantially liquidate the assets of the Corporation or wind up the Corporation’s business or significantly rearrange its affairs or the commencement of proceedings for such a liquidation, winding-up or re-arrangement (except where such re-arrangement is part of a bona fide reorganization of the Corporation in circumstances where the business of the Corporation is continued and the shareholdings remain substantially the same following the re-arrangement); or

- (v) individuals who, immediately prior to a particular time, are members of the Board (the “Incumbent Board”) cease for any reason to constitute at least 50% of the members of the Board immediately following such time; provided, however, that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member will, for purposes of this Plan, be considered as a member of the Incumbent Board;

Notwithstanding the foregoing, for purposes of any Award that constitutes “deferred compensation” (within the meaning of Code Section 409A), the payment of which is triggered by or would be accelerated upon a Change of Control, a transaction will not be deemed a Change of Control for Awards granted to any Participant who is a U.S. Taxpayer unless the transaction qualifies as “a change in control event” within the meaning of Code Section 409A

- (n) “Code” means the U.S. *Internal Revenue Code of 1986*, as amended from time to time and the Treasury Regulations promulgated thereunder;
- (o) “Code Section 409A” means Section 409A of the Code and applicable regulations and guidance issued thereunder;
- (p) “Consultant” means an individual (other than an Employee, Officer or Director of the Corporation or a Subsidiary) or company that: (i) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Corporation or to a Subsidiary, other than services provided in relation to a distribution; (ii) provides the services under a written contract between the Corporation or the Subsidiary and the individual or company, as the case may be; (iii) in the reasonable opinion of the Corporation, spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or a Subsidiary; and (iv) has a relationship with the Corporation or a Subsidiary that enables the individual to be knowledgeable about the business and affairs of the Corporation;
- (q) “Consulting Agreement” means any written consulting agreement between the Corporation or a Subsidiary and a Participant who is a Consultant;
- (r) “Designated Broker” means a broker who is independent of, and deals at arm’s length with, the Corporation and its Subsidiaries and is designated by the Corporation;
- (s) “Director” has the meaning ascribed thereto in section 1 of Policy 4.4;
- (t) “Dividend Equivalent” means additional Share Units or DSUs credited to a Participant’s Account as a dividend equivalent pursuant to Section 4.7 or Section 5.7, respectively;
- (u) “Discounted Market Price” has the meaning ascribed thereto in Policy 1.1 of the TSXV;
- (v) “DSU” means a deferred share unit, which is a right awarded to a Participant to receive a payment as provided in Article 5 hereof and subject to the terms and conditions of this Plan;

- (w) “DSU Agreement” means a written agreement between the Corporation and a Participant evidencing the grant of DSUs and the terms and conditions thereof, in such form as the Board may decide;
- (x) “DSU Grant Date” has the meaning ascribed thereto in Section 5.8(f) hereof;
- (y) “DSU Redemption Date” means, with respect to a particular DSU, the date on which such DSU is redeemed in accordance with the provisions of this Plan;
- (z) “Elected Amount” has the meaning ascribed thereto in Section 5.8(a) hereof;
- (aa) “Election Notice” has the meaning ascribed thereto in Section 5.8(a) hereof;
- (bb) “Eligible Participant” means: (i) in respect of a grant of Options, any bona fide Director, Officer, Employee, Consultant or Investor Relations Service Provider of the Corporation or any of its Subsidiaries, (ii) in respect of a grant of Share Units, any bona fide Director, Officer, Employee or Consultant of the Corporation or any of its Subsidiaries (other than Investor Relations Service Provider), and (iii) in respect of a grant of DSUs, any bona fide Non-Employee Director (other than Investor Relations Service Provider);
- (cc) “Employee” has the meaning ascribed thereto in section 1 of Policy 4.4;
- (dd) “Employment Agreement” means, with respect to any Participant, any written employment agreement between the Corporation or a Subsidiary and such Participant;
- (ee) “Exchange” means the TSXV or, if the Shares are not listed and posted for trading on the TSXV at a particular date, such other stock exchange or trading platform upon which the Shares are listed and posted for trading and which has been designated by the Board;
- (ff) “Exchange Rules” means the rules and/or policies of any stock exchange on which the Shares are listed or traded at an applicable time;
- (gg) “Exercise Notice” means a notice in writing signed by a Participant and stating the Participant’s intention to exercise a particular Option, if applicable;
- (hh) “Fair Market Value” means (i) if the Shares are listed on any Exchange, the closing price of the Shares on the last Trading Day immediately preceding the applicable date; and (ii) if the Shares are not listed on any Exchange, the value as is determined solely by the Board in good faith and in compliance with Code Section 409A;
- (ii) “Insider” has the meaning ascribed thereto in section 1.2 of Policy 1.1 of the TSXV;
- (jj) “Investor Relations Service Provider” has the meaning ascribed thereto in Policy 4.4;
- (kk) “ITA” means the *Income Tax Act* (Canada), as amended from time to time;
- (ll) “ITA Regulations” means the regulations promulgated under the ITA, as amended from time to time;

- (mm) "Management Company Employee" has the meaning ascribed thereto in Policy 4.4;
- (nn) "Market Value" means, with respect to any date on which the market value of Shares must be determined, the amount equal to: (i) if the Shares are listed on the TSX, the VWAP of the Shares on the TSX for the five Trading Days immediately preceding the applicable date; (ii) if the Shares are listed on the TSXV, the closing price of the Shares on the TSXV on the last Trading Day immediately preceding the applicable date; (iii) if the Shares are not then listed on the TSX or the TSXV, the VWAP of the Shares on the stock exchange on which the majority of the trading in Shares occurs for the five Trading Days immediately preceding the applicable date; or (iv) if the Shares are not listed on any stock exchange, the value as is determined solely by the Board, acting reasonably and in good faith and such determination shall be conclusive and binding on all Persons;
- (oo) "Non-Employee Director" means a member of the Board who is not otherwise an Employee or Officer of the Corporation or a Subsidiary;
- (pp) "Officer" has the meaning ascribed thereto in Policy 4.4;
- (qq) "Option" means an option granted by the Corporation to a Participant entitling such Participant to acquire a designated number of Shares from treasury at the Option Price;
- (rr) "Option Agreement" means a written agreement between the Corporation and a Participant evidencing the grant of Options and the terms and conditions thereof, in such form as the Board may decide;
- (ss) "Option Price" has the meaning ascribed thereto in Section 3.2(a) hereof;
- (tt) "Option Term" has the meaning ascribed thereto in Section 3.4 hereof;
- (uu) "Outstanding Issue" means the number of Shares that are issued and outstanding as at a specified time, on a non-diluted basis;
- (vv) "Participant" means any Eligible Participant that is granted one or more Awards under the Plan;
- (ww) "Performance Criteria" means specified criteria, other than the mere continuation of employment or the mere passage of time, the satisfaction of which is a condition for the grant, exercisability, vesting or full enjoyment of an Option or Share Unit;
- (xx) "Performance Period" means the period determined by the Board at the time any Option or Share Unit is granted or at any time thereafter during which any Performance Criteria and any other vesting conditions specified by the Board with respect to such Option or Share Unit are to be measured;
- (yy) "Permitted Exercise Price" means the lowest Option Price permitted by the applicable Exchange Rules, which, for the avoidance of doubt, shall be no less than (i) the Market Value at the time of grant if the Corporation is listed on the TSX, or (ii) the Discounted Market Price on the date of grant if the Corporation is listed on the TSXV; provided, however, that with respect to Options of U.S. Taxpayers,

the Permitted Exercise Price shall be no less than the Fair Market Value on the date of grant;

- (zz) "Person" means an individual, corporation, company, cooperative, partnership, trust, unincorporated association, entity with juridical personality or governmental authority or body, and pronouns which refer to a Person shall have a similarly extended meaning;
- (aaa) "Plan" means this Omnibus Equity Incentive Plan, including the exhibits hereto, as amended or amended and restated from time to time;
- (bbb) "Policy 4.4" means Policy 4.4 of the TSXV.
- (ccc) "Redemption Date" has the meaning ascribed thereto in Section 4.5(a) hereof;
- (ddd) "Restriction Period" means, with respect to a particular grant of Share Units, the period between the date of grant of such Share Units and the latest Vesting Date in respect of any portion of such Share Units;
- (eee) "Retirement" means a voluntary resignation of a Participant where the Participant has reached 65 years of age, or as otherwise stipulated from time to time in the Corporation's retirement policy (as such policy may be established or revised from time to time at the discretion of the Corporation and subject to applicable laws), or as otherwise determined by the Board;
- (fff) "SEC" means the U.S. Securities and Exchange Commission;
- (ggg) "Separation from Service" has the meaning ascribed to it under Code Section 409A;
- (hhh) "Share Compensation Arrangement" means any stock option, stock option plan, employee stock purchase plan, long-term incentive plan or other compensation or incentive mechanism involving the issuance or potential issuance of Shares from treasury, including a share purchase from treasury by a fulltime employee, officer, director, Insider or Consultant which is financially assisted by the Corporation or a Subsidiary by way of a loan, guarantee or otherwise;
- (iii) "Share Limit" has the meaning ascribed thereto in Section 2.4(a)(ii) hereof;
- (jjj) "Share Unit" means a right awarded to a Participant to receive a payment as provided in Article 4 hereof and subject to the terms and conditions of this Plan;
- (kkk) "Share Unit Agreement" means a written agreement between the Corporation and a Participant evidencing the grant of Share Units and the terms and conditions thereof, a form of which is attached hereto as Exhibit "C";
- (III) "Share Unit Outside Expiry Date" has the meaning ascribed thereto in Section 4.5(d) hereof;
- (mmm) "Shares" means the common shares in the capital of the Corporation;
- (nnn) "Subsidiary" means a corporation, company or partnership that is controlled, directly or indirectly, by the Corporation;

- (ooo) "Termination Date" means (a) in the event of a Participant's resignation or Retirement, the date on which such Participant ceases to be a Director, Officer, Employee or Consultant of the Corporation or any Subsidiary, (b) in the event of the termination of a Participant's employment, or position as Director or Officer of the Corporation or a Subsidiary, or Consultant, the effective date of the termination as specified in the notice of termination provided to the Participant by the Corporation or the Subsidiary, as the case may be, and (c) in the event of a Participant's death or disability, the date of death or the date on which such Participant ceases to be a Director, Officer, Employee or Consultant of the Corporation or any Subsidiary by reason of disability, as applicable; provided that, in all cases, in applying the provisions of this Plan to DSUs granted to a Canadian Participant, the "Termination Date" shall be the date on which the Participant is neither a Director, Officer or Employee of the Corporation or of any affiliate of the Corporation (where "affiliate" has the meaning ascribed thereto by the Canada Revenue Agency for the purposes of paragraph 6801(d) of the ITA Regulations);
- (ppp) "Termination of Service" means that a Participant has ceased to be an Eligible Participant;
- (qqq) "Trading Day" means any day on which the TSXV or other applicable stock exchange is open for trading;
- (rrr) "TSX" means the Toronto Stock Exchange;
- (sss) "TSXV" means the TSX Venture Exchange;
- (ttt) "U.S." or "United States" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
- (uuu) "U.S. Securities Act" means the United States *Securities Act of 1933*, as amended;
- (vvv) "U.S. Share Unit Outside Expiry Date" has the meaning ascribed thereto in Section 4.1 hereof;
- (www) "U.S. Taxpayer" means a Participant who is a U.S. citizen, a U.S. permanent resident or other person who is subject to taxation on their income or in respect of Awards under the Code, provided that, for greater certainty, a Participant may be both a Canadian Participant and a U.S. Taxpayer;
- (xxx) "Vesting Date" has the meaning ascribed thereto in Section 4.4 hereof; and
- (yyy) "VWAP" means the volume weighted average trading price of the Shares on the Exchange, calculated by dividing the total value by the total volume of the Shares traded during the applicable period.

## 1.2 **Interpretation.**

- (a) Whenever the Board is to exercise discretion or authority in the administration of the terms and conditions of this Plan, the term "discretion" or "authority" means the sole and absolute discretion or authority, as the case may be, of the Board.

- (b) The provision of a table of contents, the division of this Plan into Articles, Sections and other subdivisions and the insertion of headings are for convenient reference only and do not affect the interpretation of this Plan.
- (c) In this Plan, words importing the singular shall include the plural and vice versa and words importing any gender include any other gender.
- (d) The words “including”, “includes” and “include” and any derivatives of such words mean “including (or includes or include) without limitation”.
- (e) In this Plan, the expressions “Article”, “Section” and other subdivision followed by a number mean and refer to the specified Article, Section or other subdivision of this Plan, respectively.
- (f) Unless otherwise specified in the Participant’s Award Agreement, all references to dollar amounts are to Canadian currency, and where any amount is required to be converted to or from a currency other than Canadian currency, such conversion shall be based on the daily exchange rate quoted by the Bank of Canada on the Business Day immediately preceding the applicable date of conversion.
- (g) For purposes of this Plan, the legal representatives of a Participant shall only include the legal representative of the Participant’s estate or will.
- (h) If any action may be taken within, or any right or obligation is to expire at the end of, a period of days under this Plan, then the first day of the period is not counted, but the day of its expiry is counted.

**ARTICLE 2**  
**PURPOSE AND ADMINISTRATION; GRANTING OF AWARDS**

2.1 **Purpose.** The purpose of the Plan is to permit the Corporation to grant Awards to Eligible Participants, subject to certain conditions as hereinafter set forth, for the following purposes:

- (a) to align the interests of the Corporation with those of the Eligible Participants, who share responsibility for the management, growth and protection of the business of the Corporation or a Subsidiary;
- (b) to provide an incentive to such Eligible Participants to continue their services for the Corporation or a Subsidiary and to encourage such Eligible Participants whose skills, performance and loyalty to the objectives and interests of the Corporation or a Subsidiary are necessary or essential to its success, image, reputation or activities;
- (c) to reward Participants for their performance of services while working for the Corporation or a Subsidiary; and
- (d) to provide a means through which the Corporation or a Subsidiary may attract and retain able Persons to enter its employment or service.

## 2.2 **Implementation and Administration.**

- (a) The Plan shall be administered and interpreted by the Board or, if the Board by resolution so decides, by a committee appointed by the Board. If such committee is appointed for this purpose, all references to the "Board" herein will be deemed references to such committee. Nothing contained herein shall prevent the Board from adopting other or additional Share Compensation Arrangements or other compensation arrangements, subject to any required approval.
- (b) Subject to Article 7 and any applicable Exchange Rules, the Board may, from time to time, as it may deem expedient, adopt, amend and rescind rules and regulations or vary the terms of this Plan and/or any Award hereunder for carrying out the provisions and purposes of the Plan and/or to address tax or other requirements of any applicable jurisdiction.
- (c) Subject to the provisions of this Plan, applicable laws and applicable Exchange Rules, the Board is authorized, in its sole discretion, to make such determinations under, and such interpretations of, and take such steps and actions in connection with, the proper administration and operation of the Plan and any Award Agreements as it may deem necessary or advisable. The interpretation, administration, construction and application of the Plan and any provisions hereof made by the Board shall be final and binding on the Corporation, its Subsidiaries and all Eligible Participants.
- (d) No member of the Board or any Person acting pursuant to authority delegated by the Board hereunder shall be liable for any action or determination taken or made in good faith in the administration, interpretation, construction or application of the Plan or any Award granted hereunder. Members of the Board, or any Person acting at the direction or on behalf of the Board, shall, to the extent permitted by law, be fully indemnified and protected by the Corporation with respect to any such action or determination.
- (e) The Plan shall not in any way fetter, limit, obligate, restrict or constrain the Board with regard to the allotment or issuance of any Shares or any other securities in the capital of the Corporation. For greater clarity, the Corporation shall not by virtue of this Plan be in any way restricted from declaring and paying stock dividends, repurchasing Shares or varying or amending its share capital or corporate structure.

## 2.3 **Participation in this Plan**

- (a) The Corporation makes no representation or warranty as to the future market value of the Shares or with respect to any income tax matters affecting any Participant resulting from the grant, vesting, exercise or settlement of an Award or any transactions in the Shares or otherwise in respect of participation under the Plan. Neither the Corporation nor any of its directors, officers, employees, shareholders or agents shall be liable for anything done or omitted to be done by such Person or any other Person with respect to the price, time, quantity or other conditions and circumstances of the issuance of Shares hereunder, or in any other manner related to the Plan. For greater certainty, no amount will be paid to, or in respect of, a Participant (or any Person with whom the Participant does not deal at arm's length within the meaning of the ITA) under the Plan or pursuant to any other

arrangement, and no additional Awards will be granted to such Participant (or any Person with whom the Participant does not deal at arm's length within the meaning of the ITA) to compensate for a downward fluctuation in the price of the Shares or any shares of the Corporation or of a related (within the meaning of the ITA) corporation, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose. The Corporation and its Subsidiaries do not assume and shall not have responsibility for the income or other tax consequences resulting to any Participant and each Participant is advised to consult with his or her own tax advisors.

- (b) Participants (and their legal representatives) shall have no legal or equitable right, claim or interest in any specific property or asset of the Corporation or any of its Subsidiaries. No asset of the Corporation or any of its Subsidiaries shall be held in any way as collateral security for the fulfillment of the obligations of the Corporation or any of its Subsidiaries under this Plan. Unless otherwise determined by the Board, this Plan shall be unfunded. To the extent any Participant or his or her estate holds any rights by virtue of a grant of Awards under this Plan, such rights (unless otherwise determined by the Board) shall be no greater than the rights of an unsecured creditor of the Corporation.
- (c) Unless otherwise determined by the Board and permitted by the applicable Exchange Rules, the Corporation shall not offer financial assistance to any Participant in regards to the exercise of any Award granted under this Plan; provided that, for the avoidance of doubt, if the Corporation is listed on the TSXV, any financial assistance provided to a Participant shall comply with Section 6.5 of Policy 4.4 and shall be subject to the prior approval of the Exchange.

## 2.4 **Shares Subject to the Plan**

- (a) Subject to adjustment pursuant to Article 7 hereof, and as may be approved by the Exchange and the shareholders of the Corporation from time to time:
  - (i) the securities that may be acquired by Participants pursuant to Awards under this Plan shall consist of authorized but unissued Shares, provided that in the case of Share Units and DSUs, the Corporation (or applicable Subsidiary) may, at its sole discretion, elect to settle such Share Units or DSUs in Shares acquired in the open market by a Designated Broker for the benefit of a Participant; and
  - (ii) the total number of Shares reserved and available for grant and issuance pursuant to Awards under the Plan (including such number of securities issued as Dividend Equivalents) shall be equal to a maximum of 10% of the Outstanding Issue from time to time, less the number of Shares reserved for issuance pursuant to any other Share Compensation Arrangement, if any (the "Share Limit"). During the terms of the Awards, the Corporation shall keep available at all times the number of Shares required to satisfy such Awards. Except for Options which shall be settled in Shares issued from treasury, Shares available for distribution under the Plan may consist, in whole or in part, of authorized and unissued shares, treasury shares or shares reacquired by the Corporation in any manner.

- (b) For the purposes of calculating the number of Shares reserved for issuance under this Plan:
  - (i) each Option shall be counted as reserving one Share under the Plan, and
  - (ii) notwithstanding that the settlement of any Share Unit or DSU in Shares shall be at the sole discretion of the Corporation as provided herein, each Share Unit and each DSU shall, in each case, be counted as reserving one Share under the Plan.
- (c) No Award may be granted if such grant would have the effect of causing the total number of Shares reserved for issuance under this Plan to exceed the Share Limit as set out above.
- (d) If (i) an outstanding Award (or portion thereof) expires or is forfeited, surrendered, cancelled or otherwise terminated for any reason without having been exercised or settled in full, or (ii) an outstanding Award (or portion thereof) is settled in cash, then in each such case the Shares reserved for issuance in respect of such Award (or portion thereof) will again be available for issuance under the Plan.

## 2.5 **Participation Limits**

- (a) In no event shall this Plan, together with all other established and outstanding Share Compensation Arrangements of the Corporation, permit at any time:
  - (i) the aggregate number of Shares reserved for issuance under Awards granted to Insiders (as a group) at any point in time to exceed 10% of the Outstanding Issue; or
  - (ii) the grant to Insiders (as a group), within any 12 month period, of an aggregate number of Awards exceeding 10% of the Outstanding Issue, calculated at the date an Award is granted to any Insider,unless the Corporation has obtained the requisite disinterested shareholder approval required by applicable Exchange Rules.
- (b) If the Corporation is listed on the TSX on the date the Awards are granted, subject to the other limitations set forth in this Section 2.5, the grant of Awards under this Plan to any one Non-Employee Director in any calendar year shall not exceed \$150,000 in value (based on a Black-Scholes calculation or such other similar and acceptable methodology, applied consistently and appropriately as determined by the Board), of which no more than \$100,000 may comprise Options.
- (c) If the Shares are then listed on the TSXV, the maximum number of Shares that may be made issuable to certain Participants, will be subject to the following limitations:
  - (i) the aggregate number of Awards granted to any one Person (and companies wholly-owned by that Person) in any 12 month period shall not exceed 5% of the Outstanding Issue, calculated on the date an Award is granted to the Person, unless the Corporation has obtained the requisite disinterested shareholder approval required by applicable Exchange Rules;

- (ii) the aggregate number of Awards granted to any one Consultant in any 12 month period shall not exceed 2% of the Outstanding Issue, calculated at the date an Award is granted to the Consultant; and
- (iii) the aggregate number of Options granted to all Investor Relations Service Providers shall not exceed 2% of the Outstanding Issue in any 12 month period, calculated at the date an Option is granted to any such Person.
- (d) Upon authorization by the Board of the exercise of an Option on a “cashless exercise” basis pursuant to Section 3.6(c) or “net exercise” basis pursuant to Section 3.6(d), the number of Options exercised, surrendered or converted, and not the number of Shares actually issued by the Corporation, will be included in calculating the limits set forth in Section 2.4(a)(ii) and this Section 2.5. Notwithstanding the foregoing, Shares reserved for issuance pursuant to an Award that has been settled in cash, cancelled, terminated, surrendered, forfeited or expired without being exercised, and pursuant to which no securities have been issued, will continue to be issuable under this Plan.

2.6 **Award Grants.** Any Award granted under or otherwise governed by the Plan shall be subject to the requirement that, if at any time counsel to the Corporation shall determine that the listing, registration or qualification of the Shares subject to such Award, if applicable, upon any stock exchange or under any law or regulation of any jurisdiction, or the consent or approval of any stock exchange or any governmental or regulatory body, is necessary as a condition of, or in connection with, the grant, exercise or settlement of such Award or the issuance or purchase of Shares thereunder, as applicable, such Award may not be granted, exercised or settled, as applicable, in whole or in part unless such listing, registration, qualification, consent or approval shall have been effected or obtained on conditions acceptable to the Board. Nothing herein shall be deemed to require the Corporation to apply for or to obtain such listing, registration, qualification, consent or approval.

2.7 **Predecessor Plan.** This Plan constitutes an amendment and restatement of the Corporation’s incentive stock option plan adopted in 2012 and amended in 2025 (the “**Predecessor Plan**”). All outstanding stock options granted under the Predecessor Plan shall continue to be outstanding as stock options granted under and subject to the terms of this Plan, provided however that if the terms of this Plan adversely alter the terms or conditions, or impair any right of, a holder of such stock options, and such option holder has not otherwise consented thereto, the applicable terms of the Predecessor Plan shall continue to apply for the benefit of such option holder.

### **ARTICLE 3 OPTIONS**

3.1 **Nature of Options.** An Option is an option granted by the Corporation to a Participant entitling such Participant to acquire a designated number of Shares from treasury at the Option Price, but subject to the provisions hereof. For greater certainty, the Corporation is obligated to issue and deliver the designated number of Shares on the exercise of an Option and shall have no independent discretion to settle an Option in cash or other property other than Shares issued from treasury. For the avoidance of doubt, no Dividend Equivalents shall be granted in connection with an Option.

### 3.2 **Option Awards**

- (a) Subject to the provisions set forth in this Plan and any shareholder or regulatory approval which may be required, the Board shall, from time to time by resolution, in its sole discretion, (i) designate the Eligible Participants who may receive Options under the Plan, (ii) fix the number of Options, if any, to be granted to each Eligible Participant and the date or dates on which such Options shall be granted (which shall not be prior to the date of the resolution of the Board), (iii) subject to Section 3.3, determine the price per Share to be payable upon the exercise of each such Option (the “**Option Price**”), (d) determine the relevant vesting provisions (including Performance Criteria, if applicable) and (e) determine the Option Term, the whole subject to the terms and conditions prescribed in this Plan or in any Option Agreement, and any applicable Exchange Rules. For Options granted to Employees, Management Company Employees and Consultants, the Corporation and the Participant are responsible for ensuring and confirming that the Participant is a bona fide Employee, Management Company Employee or Consultant, as the case may be.
- (b) All Options granted herein shall vest in accordance with the terms of the Option Agreement entered into in respect of such Options. Notwithstanding the foregoing, if required by the applicable Exchange Rules, Options granted to Investor Relations Service Providers must vest in stages over a period of not less than twelve (12) months with no more than one-quarter (1/4) of the Options vesting in any three month period. No acceleration of the vesting provisions of Options granted to Investor Relations Service Providers is allowed unless permitted by the applicable Exchange Rules.

3.3 **Option Price.** The Option Price in respect of any Option shall be determined and approved by the Board when such Option is granted, but shall not be less than the Permitted Exercise Price as of the date of the grant. A minimum exercise price cannot be established unless the Options are allocated to particular Participants.

3.4 **Option Term.** The Board shall determine, at the time of granting the particular Option, the period during which the Option is exercisable, which shall not be more than ten (10) years from the date of grant of the Option (“**Option Term**”). Unless otherwise determined by the Board, all unexercised Options shall be cancelled, without any compensation, at the expiry of such Options. Notwithstanding the expiration provisions hereof, if the date on which an Option Term expires falls within a Blackout Period, the expiration date of the Option will be the date that is ten (10) Business Days after the Blackout Period Expiry Date. Notwithstanding anything else herein contained, the ten (10) Business Day period referred to in this Section 3.4 may not be further extended by the Board and, with respect to Awards of U.S. Taxpayers, in no event will this Section extend the term of an Option beyond the earlier of (A) the original Expiry Date and (B) the date that is ten (10) years after the date of grant of the Option.

3.5 **Exercise of Options.** Prior to its expiration or earlier termination in accordance with the Plan, each Option shall be exercisable at such time or times and/or pursuant to the achievement of such Performance Criteria and/or other vesting conditions as the Board, at the time of granting the particular Option, may determine in its sole discretion.

### 3.6 **Method of Exercise and Payment of Purchase Price**

- (a) Subject to the provisions of the Plan, including Sections 3.6(c) and 3.6(d), an Option granted under the Plan shall be exercisable (from time to time as provided in Section 3.5 hereof) by the Participant (or by the legal representative of the Participant) by delivering a fully completed Exercise Notice (in the form required by the Corporation) to the Corporation at its registered office to the attention of the Chief Financial Officer of the Corporation (or the individual that the Chief Financial Officer of the Corporation may from time to time designate) or by giving notice in such other manner as the Corporation may from time to time designate, which notice shall specify the number of Shares in respect of which the Option is being exercised and shall be accompanied by payment, in full, of (i) the Option Price multiplied by the number of Shares specified in such Exercise Notice, and (ii) such amount in respect of withholding taxes and other applicable source deductions as the Corporation may require under Section 8.2. Such payment shall be in the form of cash, certified cheque, bank draft or any other form of payment deemed acceptable by the Board.
- (b) Upon exercise of an Option, the Corporation shall, as soon as practicable after such exercise and receipt of all payments required to be made by the Participant to the Corporation in connection with such exercise, but no later than ten (10) Business Days following such exercise and payment, forthwith cause the transfer agent and registrar of the Shares either to:
  - (i) deliver to the Participant (or to the legal representative of the Participant) a certificate in the name of the Participant representing in the aggregate such number of Shares as the Participant (or the legal representative of the Participant) shall have then paid for and as are specified in such Exercise Notice; or
  - (ii) in the case of Shares issued in uncertificated form, cause the issuance of the aggregate number of Shares as the Participant (or the legal representative of the Participant) shall have then paid for and as are specified in such Exercise Notice, which Shares shall be evidenced by a book position on the register of the shareholders of the Corporation to be maintained by the transfer agent and registrar of the Shares.
- (c) The Board may, on terms established by it in its sole discretion and in accordance with the applicable Exchange Rules, permit an Option to be exercised at the election of the Participant by way of a “cashless exercise” mechanism.
- (d) The Board may, in its sole discretion and in accordance with the applicable Exchange Rules, permit Options held by a Participant who is not an Investor Relations Service Provider to be exercised at the election of the Participant on a “net exercise” basis such that the Participant receives only the number of Shares underlying such Options that is equal to the quotient obtained by dividing:
  - (i) the product of the number of Options being exercised multiplied by the difference between the VWAP of the underlying Shares for the five Trading Days immediately preceding such date and the Option Price of such Options;

by

- (ii) the VWAP of the underlying Shares for the five Trading Days immediately preceding such date.
- (e) Where the Board permits a net exercise of Options as provided in Section 3.6(d), then with respect to Options of U.S. Taxpayers, the term “VWAP” shall be replaced with “Fair Market Value.”
- (f) Where the Board permits a cashless exercise of Options as provided in Section 3.6(c) or a net exercise of Options as provided in Section 3.6(d), the Corporation may in its sole discretion, where the holder of the Option would otherwise be entitled to a deduction under paragraph 110(1)(d) of the ITA in respect of the ordinary exercise of the Option, make the requisite elections under subsection 110(1.1) of the ITA (if applicable) to agree not to claim a corporate level deduction in respect of such Option.
- (g) No fractional Shares will be issued upon the exercise of Options granted under the Plan and, accordingly, if a Participant would become entitled to a fractional Share upon the exercise of an Option, or from an adjustment pursuant to Section 7.1, such Participant will only have the right to acquire the next lowest whole number of Shares, and no payment or other adjustment will be made with respect to the fractional interest so disregarded.

3.7 **Option Agreements.** Options shall be evidenced by an Option Agreement, in such form not inconsistent with the Plan as the Board may from time to time determine. The Option Agreement shall contain such terms that may be considered necessary in order that the Option will comply with any provisions respecting options in the income tax laws (including, in respect of Canadian Participants (other than Canadian Participants that are Consultants), such terms and conditions so as to ensure that the Option shall be continuously governed by section 7 of the ITA) or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or provide services in or the rules of any regulatory body having jurisdiction over the Corporation.

#### **ARTICLE 4 RESTRICTED AND PERFORMANCE SHARE UNITS**

4.1 **Nature of Share Units.** A Share Unit is an Award that is a bonus for services rendered in the year of grant, that, upon settlement, entitles the recipient Participant to receive a cash payment equal to the Market Value of a Share or, at the sole discretion of the Board, a Share, and subject to such restrictions and conditions on vesting as the Board may determine at the time of grant, unless such Share Unit expires prior to being settled. Restrictions and conditions on vesting may, without limitation, be based on the passage of time during continued employment or other service relationship (sometimes referred to as a “**Restricted Share Unit**” or “**RSU**”), the achievement of specified Performance Criteria (sometimes referred to as a “**Performance Share Unit**” or “**PSU**”), or both.

Unless otherwise provided in the applicable Share Unit Agreement, it is intended that Share Units awarded to U.S. Taxpayers will be exempt from Code Section 409A under U.S. Treasury Regulation section 1.409A1(b)(4), and accordingly such Share Units will be settled/redeemed by March 15th of the year following the year in which such Share Units are not, or are no longer, subject to a substantial risk of forfeiture (as such term is interpreted under Code Section 409A).

For greater certainty, upon the satisfaction or waiver or deemed satisfaction of all Performance Criteria and other vesting conditions, the Share Units of U.S. Taxpayers will no longer be subject to a substantial risk of forfeiture, and will be settled/redeemed by March 15th of the following year (the “**U.S. Share Unit Outside Expiry Date**”). It is intended that, in respect of Share Units granted to Canadian Participants (other than Canadian Participants that are Consultants) as a bonus for services rendered in the year of grant, neither the Plan nor any Share Units granted hereunder will constitute a “salary deferral arrangement” as defined in subsection 248(1) of the ITA, by reason of the exclusion in paragraph (k) thereof. All Share Units granted hereunder shall be in addition to, and not in substitution for or in lieu of, ordinary salary and wages received or receivable by any Canadian Participant in respect of his or her services to the Corporation or a Subsidiary, as applicable.

#### 4.2 **Share Unit Awards**

- (a) Subject to the provisions herein and any shareholder or regulatory approval which may be required, the Board shall, from time to time by resolution, in its sole discretion, (i) designate the Eligible Participants who may receive Share Units under the Plan, (ii) fix the number of Share Units, if any, to be granted to each Eligible Participant and the date or dates on which such Share Units shall be granted, (iii) determine the relevant conditions, vesting provisions (including the applicable Performance Period and Performance Criteria, if any) and the Restriction Period of such Share Units, and (iv) determine any other terms and conditions applicable to the granted Share Units, which need not be identical and which, without limitation, may include non-competition provisions, subject to the terms and conditions prescribed in this Plan and in any Share Unit Agreement. For Share Units granted to Employees, Management Company Employees and Consultants, the Corporation and the Participant are responsible for ensuring and confirming that the Participant is a bona fide Employee, Management Company Employee or Consultant, as the case may be.
- (b) All Share Units granted herein shall vest in accordance with the terms of the Share Unit Agreement entered into in respect of such Share Units, provided that no Share Unit shall vest before the one-year anniversary from the date of grant, unless permitted by the applicable Exchange Rules.
- (c) Subject to the vesting and other conditions and provisions in this Plan and in the applicable Share Unit Agreement, each Share Unit awarded to a Participant shall entitle the Participant to receive, on settlement, a cash payment equal to the Market Value of a Share, or, at the discretion of the Board, one Share or any combination of cash and Shares as the Board in its sole discretion may determine, in each case subject to satisfaction of any applicable withholding tax and other applicable source deductions under Section 8.2. For greater certainty, no Participant shall have any right to demand to be paid in, or receive, Shares in respect of any Share Unit, and, notwithstanding any discretion exercised by the Board to settle any Share Unit, or a portion thereof, in the form of Shares, the Board reserves the right to change such form of payment at any time until payment is actually made.

#### 4.3 **Share Unit Agreements**

- (a) The grant of a Share Unit by the Board shall be evidenced by a Share Unit Agreement in such form not inconsistent with the Plan as the Board may from time

to time determine. Such Share Unit Agreement shall be subject to all applicable terms and conditions of this Plan and may be subject to any other terms and conditions (including, without limitation, any recoupment, reimbursement or claw-back compensation policy as may be adopted by the Board from time to time) which are not inconsistent with the Plan and which the Board deems appropriate for inclusion in a Share Unit Agreement. The provisions of the various Share Unit Agreements issued under this Plan need not be identical.

- (b) The Share Unit Agreement shall contain such terms that the Corporation considers necessary in order that the Share Units granted to U.S. Taxpayers will comply with Code Section 409A and any provisions respecting restricted share units in the income tax laws (including, in respect of Canadian Participants (other than Canadian Participants that are Consultants), such terms and conditions so as to ensure that the Share Units shall not constitute a “salary deferral arrangement” as defined in subsection 248(1) of the ITA, by reason of the exclusion in paragraph (k) thereof) or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or provide services in or the rules of any regulatory body having jurisdiction over the Corporation.

4.4 **Vesting of Share Units.** Subject to the applicable Exchange Rules, the Board shall have sole discretion to (a) determine if any vesting conditions with respect to a Share Unit, including any Performance Criteria or other vesting conditions contained in the applicable Share Unit Agreement, have been met, (b) waive the vesting conditions applicable to Share Units (or deem them to be satisfied), and (c) extend the Restriction Period with respect to any grant of Share Units, provided that (i) any such extension shall not result in the Restriction Period for such Share Units extending beyond the Share Unit Outside Expiry Date, and (ii) with respect to any grant of Share Units to a U.S. Taxpayer, such extension constitutes a substantial risk of forfeiture and such Share Units will continue to be exempt from (or otherwise comply with) Code Section 409A. The Corporation shall communicate to a Participant, as soon as reasonably practicable, the date on which all such applicable vesting conditions in respect of a grant of Share Units to the Participant have been satisfied, waived or deemed satisfied and such Share Units have vested (the “**Vesting Date**”).

#### 4.5 **Redemption/Settlement of Share Units**

- (a) Subject to the provisions of this Section 4.5 and Section 4.6, a Participant’s vested Share Units shall be redeemed in consideration for a cash payment on the date (the “**Redemption Date**”) that is determined by the Corporation in its sole discretion, provided that such date shall not be later than: (a) in the case of a Canadian Participant, the earlier of: (i) 30 days following the Participant’s Termination Date; or (ii) the Share Unit Outside Expiry Date, and (b) in the case of a Participant who is a U.S. Taxpayer, the earlier of: (i) 30 days following the Participant’s Termination Date; or, (ii) the U.S. Share Unit Outside Expiry Date.
- (b) Subject to the provisions of this Section 4.5 and Section 4.6, during the period between the Vesting Date and the Redemption Date in respect of a Participant’s vested Share Units, the Corporation (or any Subsidiary that is party to an Employment Agreement or Consulting Agreement with the Participant whose vested Share Units are to be redeemed) shall, at its sole discretion, be entitled to elect to settle all or any portion of the cash payment obligation otherwise arising in respect of the Participant’s vested Share Units either (a) by the issuance of Shares to the Participant (or the legal representative of the Participant, if applicable) on

the Redemption Date, or (b) by paying all or a portion of such cash payment obligation to the Designated Broker, who shall use the funds received to purchase Shares in the open market, which Shares shall be registered in the name of the Designated Broker in a separate account for the Participant's benefit.

- (c) Settlement of a Participant's vested Share Units shall take place on the Redemption Date as follows:
- (i) where the Corporation (or applicable Subsidiary) has elected to settle all or a portion of the Participant's vested Share Units in Shares issued from treasury:
    - (A) in the case of Shares issued in certificated form, by delivery to the Participant (or to the legal representative of the Participant, if applicable) of a certificate in the name of the Participant (or the legal representative of the Participant, if applicable) representing the aggregate number of Shares that the Participant is entitled to receive, subject to satisfaction of any applicable withholding tax and other applicable source deductions in accordance with Section 8.2; or
    - (B) in the case of Shares issued in uncertificated form, by the issuance to the Participant (or to the legal representative of the Participant, if applicable) of the aggregate number of Shares that the Participant is entitled to receive, subject to satisfaction of any applicable withholding tax and other applicable source deductions under Section 8.2, which Shares shall be evidenced by a book position on the register of the shareholders of the Corporation to be maintained by the transfer agent and registrar of the Shares;
  - (ii) where the Corporation or a Subsidiary has elected to settle all or a portion of the Participant's vested Share Units in Shares purchased in the open market, by delivery by the Corporation or Subsidiary of which the Participant is a Director, Officer, Employee or Consultant to the Designated Broker of readily available funds in an amount equal to the Market Value of a Share as of the Redemption Date multiplied by the number of vested Share Units to be settled in Shares purchased in the open market, less the amount of any applicable withholding tax and other applicable source deductions under Section 8.2, along with directions instructing the Designated Broker to use such funds to purchase Shares in the open market for the benefit of the Participant and to be evidenced by a confirmation from the Designated Broker of such purchase;
  - (iii) any cash payment to which the Participant is entitled (excluding, for the avoidance of doubt, any amount payable in respect of the Participant's Share Units that the Corporation or a Subsidiary has elected to settle in Shares) shall, subject to satisfaction of any applicable withholding tax and other applicable source deductions under Section 8.2, be paid to the Participant (or to the legal representative of the Participant, if applicable) by the Corporation or Subsidiary of which the Participant is a Director, Officer, Employee or Consultant, in cash, by cheque or by such other payment method as the Corporation and Participant may agree; and

- (iv) where the Corporation or a Subsidiary has elected to settle a portion, but not all, of the Participant's vested Share Units in Shares, the Participant shall be deemed to have instructed the Corporation or Subsidiary, as applicable, to withhold from the cash portion of the payment to which the Participant is otherwise entitled such amount as may be required in accordance with Section 8.2 and to remit such withheld amount to the applicable taxation authorities on account of any withholding tax obligations, and the Corporation or Subsidiary, as applicable, shall deliver any remaining cash payable, after making any such remittance, to the Participant (or to the legal representative of the Participant, if applicable) as soon as reasonably practicable. In the event that the cash portion payable to settle a Participant's Share Units in the foregoing circumstances is not sufficient to satisfy the withholding obligations of the Corporation or a Subsidiary pursuant to Section 8.2, the Corporation or Subsidiary, as applicable, shall be entitled to satisfy any remaining withholding obligation by any other mechanism as may be required or determined by the Corporation or Subsidiary as appropriate.
- (d) Notwithstanding any other provision in this Article 4, no payment, whether in cash or in Shares, shall be made in respect of the settlement of any Share Units later than December 15th of the third (3rd) calendar year following the end of the calendar year in which the services were provided in respect of which such Share Unit is granted (the "**Share Unit Outside Expiry Date**").

#### 4.6

#### **Determination of Amounts**

- (a) The cash payment obligation arising in respect of the redemption and settlement of a vested Share Unit pursuant to Section 4.5 shall be equal to the Market Value of a Share as of the applicable Redemption Date. For the avoidance of doubt, the aggregate cash amount to be paid to a Participant (or the legal representative of the Participant, if applicable) in respect of a particular redemption of the Participant's vested Share Units shall, subject to any adjustments in accordance with Section 7.1 and any withholding required pursuant to Section 8.2, be equal to the Market Value of a Share as of the Redemption Date for such vested Share Units multiplied by the number of vested Share Units in the Participant's Account at the commencement of the Redemption Date (after deducting any such vested Share Units in the Participant's Account in respect of which the Corporation (or applicable Subsidiary) makes an election under Section 4.5(b) to settle such vested Share Units in Shares).
- (b) If the Corporation (or applicable Subsidiary) elects in accordance with Section 4.5(b) to settle all or a portion of the cash payment obligation arising in respect of the redemption of a Participant's vested Share Units by the issuance of Shares, the Corporation shall, subject to any adjustments in accordance with Section 7.1 and any withholding required pursuant to Section 8.2, issue to the Participant (or the legal representative of the Participant, if applicable), for each vested Share Unit which the Corporation (or applicable Subsidiary) elects to settle in Shares, one Share. Where, as a result of any adjustment in accordance with Section 7.1 and/or any withholding required pursuant to Section 8.2, the aggregate number of Shares to be received by a Participant upon an election by the Corporation (or applicable Subsidiary) to settle all or a portion of the Participant's vested Share Units in Shares includes a fractional Share, the aggregate number of Shares to be

received by the Participant shall be rounded down to the nearest whole number of Shares.

#### 4.7 **Award of Dividend Equivalents**

- (a) Dividend Equivalents may, as determined by the Board in its sole discretion, be awarded as a bonus for services rendered in the year in respect of unvested Share Units in a Participant's Account on the same basis as cash dividends declared and paid on Shares as if the Participant was a shareholder of record of Shares on the relevant record date. Dividend Equivalents, if any, will be credited to the Participant's Account in additional Share Units, the number of which shall be equal to a fraction where the numerator is the product of (a) the number of Share Units in such Participant's Account on the date that dividends are paid multiplied by (b) the dividend paid per Share, and the denominator of which is the Market Value of a Share calculated as of the date that dividends are paid. Any additional Share Units credited to a Participant's Account as a Dividend Equivalent shall be subject to the same terms and conditions (including vesting, Restriction Periods and expiry) as the Share Units in respect of which such additional Share Units are credited.
- (b) In the event that the Participant's applicable Share Units do not vest, all Dividend Equivalents, if any, associated with such Share Units will be forfeited by the Participant.

### **ARTICLE 5 DEFERRED SHARE UNITS**

5.1 **Nature of DSUs.** A DSU is an Award for services rendered, or for future services to be rendered, and that, upon settlement, entitles the recipient Eligible Participant to receive cash or acquire Shares, as determined by the Corporation in its sole discretion, unless such DSU expires prior to being settled. For greater certainty, the aggregate of all amounts each of which may be received in respect of a DSU shall depend, at all times, on the fair market value of shares in the capital of the Corporation or any corporation related (within the meaning of the ITA) thereto within the period that commences one year prior to the Participant's Termination Date and ends at the time the amount is received.

#### 5.2 **DSU Awards**

- (a) Subject to the provisions of this Plan, any shareholder or regulatory approval which may be required, and the requirements of paragraph 6801(d) of the ITA Regulations and Code Section 409A, in addition to Board Retainer DSUs granted pursuant to Section 5.8, the Board may, from time to time by resolution, in its sole discretion, (a) designate the Eligible Participants who may receive DSUs under the Plan, (b) fix the number of DSUs, if any, to be granted to any Eligible Participant and the date or dates on which such DSUs shall be granted, and (c) determine the relevant conditions and vesting provisions for such DSUs, subject to the terms and conditions prescribed in this Plan and in any DSU Agreement, as applicable.
- (b) Subject to the vesting and other conditions and provisions in this Plan and in any DSU Agreement, each DSU awarded to a Participant shall entitle the Participant to receive on settlement a cash payment equal to the Market Value of a Share, or, at the discretion of the Board, one Share or any combination of cash and Shares

as the Corporation in its sole discretion may determine. For greater certainty, no Participant shall have any right to demand to be paid in, or receive, Shares in respect of any DSU, and, notwithstanding any discretion exercised by the Corporation to settle any DSU, or portion thereof, in the form of Shares, the Corporation reserves the right to change such form of payment at any time until payment is actually made.

### 5.3 **DSU Agreements**

- (a) The grant of a DSU by the Board shall be evidenced by a DSU Agreement in such form not inconsistent with the Plan as the Board may from time to time determine. Such DSU Agreement shall be subject to all applicable terms and conditions of this Plan and may be subject to any other terms and conditions (including without limitation any recoupment, reimbursement or claw-back compensation policy as may be adopted by the Board from time to time) which are not inconsistent with this Plan and which the Board deems appropriate for inclusion in a DSU Agreement. The provisions of the various DSU Agreements issued under this Plan need not be identical.
- (b) Each DSU Agreement shall contain such terms that the Corporation considers necessary in order that the DSUs granted thereunder to U.S. Taxpayers will comply with Code Section 409A and any provisions respecting deferred share units in the income tax laws (including, in respect of Canadian Participants, such terms and conditions so as to ensure that the DSUs shall not constitute a “salary deferral arrangement” as defined in subsection 248(1) of the ITA by reason of the exclusion in paragraph 6801(d) of the ITA Regulations) or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or provide services in or the rules of any regulatory body having jurisdiction over the Corporation.
- (c) Notwithstanding the foregoing, the Corporation makes no representations that the DSUs comply with the requirements of paragraph 6801(d) of the ITA Regulations, and shall have no liability to any Participant for any failure to comply with such requirements.

5.4 **Vesting of DSUs.** DSUs of a Participant will be fully vested on the Termination Date of such Participant, provided that no DSU shall vest before the one-year anniversary from the date of grant unless permitted by applicable Exchange Rules. Notwithstanding the foregoing, if the date on which any DSUs have vested falls within a Blackout Period, the vesting of such DSUs will be deemed to occur on the date that is 10 Business Days after the Blackout Period Expiry Date for a Participant that is not a U.S. Taxpayer. Notwithstanding anything else herein contained, the 10 Business Day period referred to in this Section 5.4 may not be further extended by the Board and with respect to Awards of U.S. Taxpayers, in no event will this Section extend the time for settlement/payment.

### 5.5 **Redemption/Settlement of DSUs**

- (a) Except as otherwise provided in this Section 5.5 or Section 8.8 of this Plan, (1) DSUs of a Participant who is a U.S. Taxpayer shall be redeemed and settled by the Corporation as soon as reasonably practicable following the Participant’s Separation from Service but in all events no later than the later of (i) the December 31st following the Participant’s Separation from Service and (ii) the 15<sup>th</sup> day of the

third calendar month following the month that includes the Participant's Separation from Service, and (2) DSUs of a Participant who is a Canadian Participant (or who is neither a U.S. Taxpayer nor a Canadian Participant) shall be redeemed and settled by the Corporation as soon as reasonably practicable following the Participant's Termination Date, but in any event not later than, and any payment (whether in cash or in Shares) in respect of the settlement of such DSUs shall be made no later than, December 15th of the first (1st) calendar year commencing immediately after the Participant's Termination Date. Notwithstanding the foregoing, if a payment in settlement of DSUs of a Participant who is both a U.S. Taxpayer and a Canadian Participant:

- (i) is required as a result of his or her Separation from Service in accordance with clause (a)(1) above, but such payment would result in such DSUs failing to satisfy the requirements of paragraph 6801(d) of the ITA Regulations, and the Board determines that it is not practical to make such payment in some other manner or at some other time that complies with both Code Section 409A and paragraph 6801(d) of the ITA Regulations, then such payment will be made to a trustee to be held in trust for the benefit of the Participant in a manner that causes the payment to be included in the Participant's income under the Code but does not contravene the requirements of paragraph 6801(d) of the ITA Regulations, and the amount shall thereafter be paid out of the trust at such time and in such manner as complies with the requirements of paragraph 6801(d) of the ITA Regulations (and provided that if the terms of the trust are not such as would satisfy the requirements of paragraph 6801(d) of the ITA Regulations, then the DSUs shall be forfeited without compensation therefor); or
  - (ii) is required pursuant to clause (a)(2) above, but such payment would result in such DSUs failing to satisfy the requirements of Code Section 409A because the Participant has not experienced a Separation from Service, and if the Board determines that it is not practical to make such payment in some other manner or at some other time that satisfies the requirements of both Code Section 409A and paragraph 6801(d) of the ITA Regulations, then the Participant shall forfeit such DSUs without compensation therefor.
- (b) The Corporation will have, at its sole discretion, the ability to elect to settle all or any portion of the cash payment obligation otherwise arising in respect of the redemption and settlement of a Participant's DSUs either (a) by the issuance of Shares to the Participant (or the legal representative of the Participant, if applicable) on the DSU Redemption Date, or (b) by paying all or a portion of such cash payment obligation to the Designated Broker, who shall use the funds received to purchase Shares in the open market, which Shares shall be registered in the name of the Designated Broker in a separate account for the Participant's benefit.
- (c) For greater certainty, the Corporation shall not pay any cash or issue or deliver any Shares to a Participant in satisfaction of the redemption of a Participant's DSUs prior to the Corporation being satisfied, in its sole discretion, that all applicable withholding taxes and other applicable source deductions under Section 8.2 will be timely withheld or received and remitted to the appropriate taxation authorities in respect of any particular Participant and any particular DSUs.

- (d) The redemption and settlement of a Participant's DSUs shall occur on the applicable DSU Redemption Date as follows:
- (i) where the Corporation has elected to settle all or a portion of the Participant's DSUs in Shares issued from treasury:
    - (A) in the case of Shares issued in certificated form, by delivery to the Participant (or to the legal representative of the Participant, if applicable) of a certificate in the name of the Participant (or the legal representative of the Participant, if applicable) representing the aggregate number of Shares that the Participant is entitled to receive, subject to satisfaction of any applicable withholding tax and other applicable source deductions in accordance with Section 8.2; or
    - (B) in the case of Shares issued in uncertificated form, by the issuance to the Participant (or to the legal representative of the Participant, if applicable) of the aggregate number of Shares that the Participant is entitled to receive, subject to satisfaction of any applicable withholding tax and other applicable source deductions under Section 8.2, which Shares shall be evidenced by a book position on the register of the shareholders of the Corporation to be maintained by the transfer agent and registrar of the Shares;
  - (ii) where the Corporation has elected to settle all or a portion of the Participant's DSUs in Shares purchased in the open market, by delivery by the Corporation to the Designated Broker of readily available funds in an amount equal to the Market Value of a Share as of the applicable DSU Redemption Date multiplied by the number of DSUs to be settled in Shares purchased in the open market, less the amount of any applicable withholding tax and other applicable source deductions under Section 8.2, along with directions instructing the Designated Broker to use such funds to purchase Shares in the open market for the benefit of the Participant and to be evidenced by a confirmation from the Designated Broker of such purchase;
  - (iii) any cash payment to which the Participant is entitled (excluding, for the avoidance of doubt, any amount payable in respect of the Participant's DSUs that the Corporation has elected to settle in Shares) shall, subject to satisfaction of any applicable withholding tax and other applicable source deductions under Section 8.2, be paid to the Participant (or to the legal representative of the Participant, if applicable) by the Corporation in cash, by cheque or by such other payment method as the Corporation and Participant may agree; and
  - (iv) where the Corporation has elected to settle a portion, but not all, of the Participant's DSUs in Shares, the Participant shall be deemed to have instructed the Corporation to withhold from the cash portion of the payment to which the Participant is otherwise entitled such amount as may be required in accordance with Section 8.2 and to remit such withheld amount to the applicable taxation authorities on account of any withholding obligations of the Corporation, and the Corporation shall deliver any

remaining cash payable, after making any such remittance, to the Participant (or to the legal representative of the Participant, if applicable) as soon as reasonably practicable. In the event that the cash portion elected by the Corporation to settle the Participant's DSUs is not sufficient to satisfy the withholding obligations of the Corporation pursuant to Section 8.2, any remaining amounts shall be satisfied by the Corporation by any other mechanism as may be required or determined by the Corporation as appropriate.

- (e) For greater certainty, no DSU shall be redeemable or settled beyond a date that is twelve (12) months from the Participant's Termination Date or such date that a Participant ceases to be an Eligible Participant, and no Participant shall have any rights with respect to any DSU not redeemed or settled beyond such date.

## 5.6 **Determination of Amounts**

- (a) The cash payment obligation by the Corporation in respect of the redemption and settlement of a DSU pursuant to Section 5.5 shall be equal to the Market Value of a Share as of the applicable DSU Redemption Date. For the avoidance of doubt, the aggregate cash amount to be paid to a Participant (or the legal representative of the Participant, if applicable) in respect of a particular redemption of the Participant's DSUs shall, subject to any adjustment in accordance with Section 7.1 and any withholding required pursuant to Section 8.2, be equal to the Market Value of a Share as of the DSU Redemption Date for such DSUs multiplied by the number of DSUs being redeemed (after deducting any such DSUs in respect of which the Corporation makes an election under Section 5.5(b) to settle such DSUs in Shares).
- (b) If the Corporation elects in accordance with Section 5.5(b) to settle all or a portion of the cash payment obligation arising in respect of the redemption of a Participant's DSUs by the issuance of Shares, the Corporation shall, subject to any adjustments in accordance with Section 7.1 and any withholding required pursuant to Section 8.2, issue to the Participant, for each DSU which the Corporation elects to settle in Shares, one Share. Where, as a result of any adjustment in accordance with Section 7.1 and/or any withholding required pursuant to Section 8.2, the aggregate number of Shares to be received by a Participant upon an election by the Corporation to settle all or a portion of the Participant's DSUs includes a fractional Share, the aggregate number of Shares to be received by the Participant shall be rounded down to the nearest whole number of Shares.

## 5.7 **Award of Dividend Equivalents**

- (a) Dividend Equivalents may, as determined by the Board in its sole discretion, be awarded, as an additional bonus for services rendered in that particular calendar year, in respect of DSUs in a Participant's Account on the same basis as cash dividends declared and paid on Shares as if the Participant was a shareholder of record of Shares on the relevant record date. Dividend Equivalents, if any, will be credited to the Participant's Account in additional DSUs, the number of which shall be equal to a fraction where the numerator is the product of (a) the number of DSUs in such Participant's Account on the date that dividends are paid multiplied by (b) the dividend paid per Share, and the denominator of which is the Market Value of a Share calculated as of the date that dividends are paid. Any additional

DSUs credited to a Participant's Account as a Dividend Equivalent shall be subject to the same terms and conditions (including vesting conditions) as the DSUs in respect of which such additional DSUs are credited.

- (b) In the event that the Participant's applicable DSUs do not vest, all Dividend Equivalents, if any, associated with such DSUs will be forfeited by the Participant.

## 5.8 **Board Retainer DSUs**

- (a) Subject to Section 5.8(b), an Eligible Participant may elect (subject to the approval of the Board no later than December 31st of the calendar year immediately preceding the calendar year to which such election is to apply), irrevocably and in advance, by filing an election notice (the "**Election Notice**"), to have an amount (the "**Elected Amount**") up to 100% of the value of his or her Annual Board Retainer be satisfied in the form of DSUs ("**Board Retainer DSUs**"). In the case of an existing director, the election must be completed, signed and delivered to the Corporation no later than December 15th of the calendar year immediately preceding the calendar year to which such election is to apply. In the case of a new director, the election must be completed, signed and delivered to the Corporation as soon as possible, and, in any event, no later than 30 days, after the director's appointment (subject to the approval of the Board within such 30-day period), with such election to be effective for amounts of Annual Board Retainer to be paid after the date of the election for services to be performed subsequent to the date of such Election Notice. For the first year of this Section 5.8 becoming part of the Plan, directors must make such election as soon as possible, and, in any event, no later than 30 days, after adoption of the Plan containing this Section 5.8 and the election shall be effective for amounts of Annual Board Retainer to be paid after the date of the election for services to be performed subsequent to the date of such Election Notice. If no election is validly made or exists in respect of a particular calendar year, the new or existing director will, subject to Section 5.8(b), be paid in accordance with the Corporation's regular practices of paying such compensation. Notwithstanding any other provision of this Section 5.8(a), if a Blackout Period is in effect, an Eligible Participant may not deliver an election until the first day immediately following the expiration of the Blackout Period. If such date extends beyond December 31st of the calendar year, then no such election may be made in respect of the succeeding year and any election made in respect of previous years continues in effect until and unless a new election is made in accordance with this Section 5.8 for the next succeeding year.
- (b) Notwithstanding Section 5.8(a):
  - (i) if the Board authorizes a resolution that the directors of the Corporation that are Eligible Participants shall be credited with Board Retainer DSUs in lieu of all or a minimum amount of the Annual Board Retainer, then the Eligible Participants shall be obliged to accept such Board Retainer DSUs as payment of such amounts. Any such resolution shall be passed prior to December 31 of the year immediately preceding the particular year in which an Annual Board Retainer is earned and becomes payable; and
  - (ii) the Board, in its discretion, may determine that it is not feasible or desirable to honour an election in favour of DSUs due to any applicable laws or

regulations of a regulatory authority, provided that such determination shall be made in accordance with Code Section 409A for all U.S. Taxpayers.

- (c) The Election Notice shall, subject to any minimum amount that may be required by the Board, from time to time (and in any case no later than December 15th of the calendar year immediately preceding the calendar year to which the election relates), designate the Elected Amount as a percentage of the Annual Board Retainer for the applicable calendar year that is to be satisfied in the form of Board Retainer DSUs, with the remaining percentage to be paid in accordance with the Corporation's regular practices of paying such compensation.
- (d) In the event that an Elected Amount would result in the granting of a fractional number of Board Retainer DSUs, the number of Board Retainer DSUs that are to be granted in respect of such Elected Amount shall automatically, and without requiring any action on the part of the applicable Eligible Participant, be rounded down to the nearest whole number of Board Retainer DSUs.
- (e) Any Election Notice shall, once delivered to the Corporation, be irrevocable in respect of the calendar year in which it was made and will continue in effect thereafter for subsequent years until and unless a new election is made in accordance with this Section 5.8 (or until the election is otherwise terminated or changed by the Eligible Participant) and shall only apply prospectively with respect to the Eligible Participant's Retainer Board Amount yet to be earned. No Eligible Participant shall be entitled to file more than one Election Notice for any calendar year unless specifically authorized by resolution of the Board.
- (f) Each Eligible Participant that has filed a valid Election Notice or who is entitled to receive DSUs in accordance with Section 5.8(b) shall be credited with a number of Board Retainer DSUs equal to the portion of the Annual Board Retainer corresponding to the Elected Amount (or the amount resolved by the Board pursuant to Section 5.8(b), if applicable) divided by the Market Value of a Share as of the corresponding DSU Grant Date. Board Retainer DSUs for any calendar year will be credited to each electing director in equal portions on the last Business Day of each fiscal quarter during the calendar year to which the applicable Eligible Participant's Elected Amount relates (each such date being a "**DSU Grant Date**") without requiring any further action on the part of the applicable Eligible Participant; provided that if the division of such Board Retainer DSUs into equal amounts of Board Retainer DSUs would result in a fractional number of Board Retainer DSUs being credited to an Eligible Participant on any DSU Grant Date, the number of Board Retainer DSUs that are to be credited to the applicable Eligible Participant on such DSU Grant Date shall automatically, and without requiring any action on the part of the applicable Eligible Participant, be rounded down to the nearest whole number of Board Retainer DSUs and the number of Board Retainer DSUs that are to be credited to the applicable Eligible Participant on the immediately succeeding DSU Grant Dates shall automatically, and without requiring any action on the part of the applicable Eligible Participant, be reduced on a corresponding basis.
- (g) Any Board Retainer DSUs granted to an Eligible Participant to satisfy an Elected Amount pursuant to this Section 5.8 or in accordance with a resolution of the Board as set forth in Section 5.8(b) shall vest and become payable in accordance with the Plan.

## ARTICLE 6 GENERAL CONDITIONS

6.1 **General Conditions Applicable to All Awards.** Each Award shall be subject to the following conditions:

- (a) Vesting Period. Each Award granted hereunder shall vest in accordance with the terms of this Plan and the Award Agreement entered into in respect of such Award. Subject to the applicable Exchange Rules, the Board has the right, in its sole discretion, to waive any vesting conditions or accelerate the vesting of any Award, or to deem any Performance Criteria or other vesting conditions to be satisfied, notwithstanding the vesting schedule set forth for such Award; provided, however, that no acceleration of the vesting provisions of Options granted to Investor Relations Service Providers is allowed, unless permitted by applicable Exchange Rules.
- (b) Employment. Notwithstanding any express or implied term of this Plan to the contrary, the granting of an Award pursuant to the Plan shall in no way be construed as a guarantee by the Corporation or a Subsidiary to the Participant of employment or another service relationship with the Corporation or a Subsidiary. The granting of an Award to a Participant shall not impose upon the Corporation or a Subsidiary any obligation to retain the Participant in its employ or service in any capacity. Nothing contained in this Plan or in any Award granted under this Plan shall interfere in any way with the rights of the Corporation or any of its Subsidiaries in connection with the employment, retention or termination of any such Participant. The loss of existing or potential profit in Shares underlying Awards granted under this Plan shall not constitute an element of damages in the event of termination of a Participant's employment or service in any office or otherwise.
- (c) Grant of Awards. Eligibility to participate in this Plan does not confer upon any Eligible Participant any right to be granted Awards pursuant to this Plan. Granting Awards to any Eligible Participant does not confer upon any Eligible Participant the right to receive nor preclude such Eligible Participant from receiving any additional Awards at any time. The extent to which any Eligible Participant is entitled to be granted Awards pursuant to this Plan will be determined in the sole discretion of the Board. Participation in the Plan shall be entirely voluntary and any decision not to participate shall not affect an Eligible Participant's relationship or employment with the Corporation or any Subsidiary.
- (d) Rights as a Shareholder. Neither the Participant nor such Participant's personal representatives or legatees shall have any rights whatsoever as a shareholder in respect of any Shares covered by such Participant's Awards by reason of the grant of such Award until such Award has been duly exercised, as applicable, and settled and Shares have been issued in respect thereof. Without in any way limiting the generality of the foregoing and except as provided under this Plan, no adjustment shall be made for dividends or other rights for which the record date is prior to the date such Shares have been issued.
- (e) Conformity to Plan. In the event that an Award is granted or an Award Agreement is executed which does not conform in all particulars with the provisions of the Plan, or purports to grant Awards on terms different from those set out in the Plan,

the Award or the grant of such Award shall not be in any way void or invalidated, but the Award so granted will be adjusted to become, in all respects, in conformity with the Plan.

- (f) Non-Transferability. Except as set forth herein, each Award granted under the Plan is personal to the Participant and shall not be assignable or transferable by the Participant, whether voluntarily or by operation of law, except by will or by the laws of descent and distribution. Awards may be exercised only by:
- (i) the Participant to whom the Awards were granted;
  - (ii) upon the Participant's death, by the legal representative of the Participant's estate; or
  - (iii) upon the Participant's incapacity, the legal representative having authority to deal with the property of the Participant;

provided that any such legal representative shall first deliver evidence satisfactory to the Corporation of entitlement to exercise any Award. A Person exercising an Award may subscribe for Shares only in the Person's own name or in the Person's capacity as a legal representative.

- (g) Participant's Entitlement. Except as otherwise provided in this Plan (including, without limiting the generality of the foregoing, pursuant to Section 6.2), or unless the Board permits otherwise, upon any Subsidiary of the Corporation ceasing to be a Subsidiary of the Corporation, Awards previously granted under this Plan that, at the time of such change, are held by a Person who is a Director, Officer, Employee or Consultant of such Subsidiary of the Corporation and not of the Corporation itself, whether or not then exercisable, shall automatically terminate on the date of such change

6.2 **General Conditions Applicable to Options**. Except as otherwise provided in any applicable Employment Agreement or Consulting Agreement or in any Award Agreement, each Option shall be subject to the following conditions:

- (a) Termination for Cause. Upon a Participant ceasing to be an Eligible Participant for Cause, any vested or unvested Option granted to such Participant shall terminate automatically and become void immediately. For the purposes of the Plan, the determination by the Corporation that the Participant was discharged for Cause shall be binding on the Participant. "**Cause**" shall include, among other things, gross misconduct, theft, fraud, breach of confidentiality or breach of the Corporation's codes of conduct and any other reason determined by the Corporation to be cause for termination.
- (b) Termination not for Cause. Upon a Participant ceasing to be an Eligible Participant as a result of his or her employment or service relationship with the Corporation or a Subsidiary being terminated without Cause (including, for the avoidance of doubt, as a result of any Subsidiary of the Corporation ceasing to be a Subsidiary of the Corporation, as contemplated by Section 6.1(g)), (i) each unvested Option granted to such Participant shall terminate and become void immediately upon such termination, and (ii) each vested Option held by such Participant shall cease to be exercisable on the earlier of (A) ninety (90) days after the Participant's

Termination Date (or such later date as the Board may, in its sole discretion, determine, but which shall not be later than twelve (12) months from the Participant's Termination Date) and (B) the expiry date of such Option as set forth in the applicable Award Agreement, after which such vested Option will expire.

- (c) Resignation. Upon a Participant ceasing to be an Eligible Participant as a result of his or her resignation from the Corporation or a Subsidiary, (i) each unvested Option granted to such Participant shall terminate and become void immediately upon such resignation, and (ii) each vested Option held by such Participant shall cease to be exercisable on the earlier of (A) ninety (90) days after the Participant's Termination Date (or such later date as the Board may, in its sole discretion, determine, but which shall not be later than twelve (12) months from the Participant's Termination Date) and (B) the expiry date of such Option as set forth in the applicable Award Agreement, after which such vested Option will expire.
- (d) Retirement/Permanent Disability. Upon a Participant ceasing to be an Eligible Participant by reason of Retirement or permanent disability, (i) each unvested Option granted to such Participant shall terminate and become void immediately, and (ii) each vested Option held by such Participant shall cease to be exercisable on the earlier of (A) ninety (90) days after the Participant's Termination Date (or such later date as the Board may, in its sole discretion, determine, but which shall not be later than twelve (12) months from the Participant's Termination Date) and (B) the expiry date of such Option as set forth in the applicable Award Agreement, after which such vested Option will expire.
- (e) Death. Upon a Participant ceasing to be an Eligible Participant by reason of death, (i) each unvested Option granted to such Participant shall terminate and become void immediately, and (ii) each vested Option held by such Participant on the Termination Date may be exercised by the legal representative of the Participant, provided that any such vested Option shall cease to be exercisable on the earlier of (A) the date that is twelve (12) months after the Participant's Termination Date, or (B) the expiry date of such Option as set forth in the applicable Award Agreement, after which such vested Option will expire.
- (f) Leave of Absence. Upon a Participant electing a voluntary leave of absence of more than twelve (12) months, including maternity and paternity leaves, the Board may determine, at its sole discretion but subject to applicable laws, that such Participant's participation in the Plan shall be terminated, provided that all vested Options shall remain outstanding and in effect until the earlier of (i) the date that is twelve (12) months after a Participant ceases to be an Eligible Participant, (ii) the applicable exercise date, or (iii) such earlier date determined by the Board at its sole discretion

**6.3 General Conditions Applicable to Share Units and/or DSUs.** Except as otherwise provided in any applicable Employment Agreement or Consulting Agreement or in any Award Agreement, each Share Unit shall be subject to the following conditions:

- (a) Termination for Cause and Resignation. Upon a Participant ceasing to be an Eligible Participant for Cause or as a result of his or her resignation from the Corporation or a Subsidiary, the Participant's participation in the Plan shall be terminated immediately, all Share Units and/or DSUs credited to such Participant's Account that have not vested shall be forfeited and cancelled, and the Participant's

rights that relate to such Participant's unvested Share Units and/or DSUs shall be forfeited and cancelled on the Termination Date, provided that for any Share Units or DSUs that are unvested as of the Termination Date as a result of a Blackout Period, such Share Units or DSUs shall be deemed to be vested for the purposes of this Section 6.3(a).

- (b) Death, Retirement, Leave of Absence or Termination of Service. Except as otherwise determined by the Board from time to time, at its sole discretion, upon a Participant electing a voluntary leave of absence of more than twelve (12) months, including maternity and paternity leaves, or upon a Participant ceasing to be Eligible Participant as a result of (i) death, (ii) Retirement, (iii) Termination of Service for reasons other than for Cause, (iv) his or her employment or service relationship with the Corporation or a Subsidiary being terminated by reason of injury or disability or (v) becoming eligible to receive long-term disability benefits, the Participant's participation in this Plan shall be terminated immediately and all unvested Share Units credited to such Participant's Account as of such date relating to a Restriction Period in progress shall be forfeited and cancelled. Notwithstanding the foregoing, if the Board, in its sole discretion, instead accelerates the vesting or waives vesting conditions with respect to all or some portion of outstanding unvested Share Units, the date of such action is the Vesting Date, so long as no Share Units vest before the one year anniversary of being granted unless in connection with a Change of Control or the death of a Participant.
- (c) General. For greater certainty, where (i) a Participant's employment or service relationship with the Corporation or a Subsidiary is terminated pursuant to Section 6.3(a) or Section 6.3(b) hereof or (ii) a Participant elects for a voluntary leave of absence pursuant to Section 6.3(b) hereof following the satisfaction of all vesting conditions in respect of particular Share Units but before receipt of the corresponding distribution or payment in respect of such Share Units, the Participant shall remain entitled to such distribution or payment until the earlier of (1) a date that is twelve (12) months from the Participant's Termination Date or such date that a Participant ceases to be an Eligible Participant, as applicable, or (2) the Vesting Date. For greater certainty, unless permitted by applicable Exchange Rules, no Share Unit shall be exercisable, redeemable or settled beyond a date that is twelve (12) months from the Participant's Termination Date or such date that a Participant ceases to be an Eligible Participant, and no Participant shall have any rights with respect to any Share Unit not redeemed or settled beyond such date. Notwithstanding the foregoing, nothing in this Section will permit settlement beyond the U.S. Share Unit Outside Expiry Date for Share Units of U.S. Taxpayers.

## ARTICLE 7 ADJUSTMENTS AND AMENDMENTS

7.1 **Adjustments to Shares Subject to Outstanding Awards.** At any time after the grant of an Award to a Participant and prior to the expiration of the term of such Award or the forfeiture or cancellation of such Award, in the event of (i) any subdivision of the Shares into a greater number of Shares, (ii) any consolidation of the Shares into a lesser number of Shares, (iii) any reclassification, reorganization or other change affecting the Shares, (iv) any merger, amalgamation or consolidation of the Corporation with or into another corporation, or (v) any distribution to all holders of Shares or other securities in the capital of the Corporation of cash, evidences of indebtedness or other assets of the Corporation (excluding an ordinary course

dividend in cash or shares, but including for greater certainty shares or equity interests in a Subsidiary or business unit of the Corporation or one of its Subsidiaries or cash proceeds of the disposition of such a Subsidiary or business unit) or any transaction or change having a similar effect, then the Board shall in its sole discretion, subject to the required approval of any Exchange, determine the appropriate adjustments or substitutions to be made in such circumstances in order to maintain the economic rights of the Participant in respect of such Award in connection with such occurrence or change, including, without limitation:

- (a) adjustments to the exercise price of such Award without any change in the total price applicable to the unexercised portion of the Award;
- (b) adjustments to the number of Shares or cash payment to which the Participant is entitled upon exercise or settlement of such Award; or
- (c) adjustments to the number or kind of shares reserved for issuance pursuant to the Plan.

## 7.2 **Change of Control**

- (a) In the event that the Company receives a binding offer from an arm's length third party or enters into a binding agreement with respect to a transaction that, if completed, would cause a Change of Control, vesting of Options will accelerate to assist the Participants to tender into a takeover bid or participate in any other transaction leading to a Change of Control. Additionally, in the event of a take-over bid or any other transaction leading to a Change of Control, the Board shall have the power, in its sole discretion, to (permit Participants to conditionally exercise their vested Options immediately prior to the consummation of the take-over bid and the Shares issuable under such Options to be tendered to such bid, such conditional exercise to be conditional upon the take-up by such offeror of the Shares or other securities tendered to such take-over bid in accordance with the terms of such take-over bid (or the effectiveness of such other transaction leading to a Change of Control). If, however, the potential Change of Control referred to in this Section 7.2 is not completed within the time specified therein (as the same may be extended), then notwithstanding this Section 7.2 or the definition of "Change of Control": (i) any conditional exercise of vested Options shall be deemed to be null, void and of no effect, and such conditionally exercised Options shall for all purposes be deemed not to have been exercised, (ii) Shares which were issued pursuant to the exercise of Options which vested pursuant to this Section 7.2 shall be returned by the Participant to the Corporation and reinstated as authorized but unissued Shares, and (iii) the original terms applicable to Options which vested pursuant to this Section 7.2 shall be reinstated. In the event of a Change of Control, subject to applicable Exchange Rules, any outstanding but unvested Share Units shall also vest immediately, and any Performance Criteria or other vesting conditions applicable to such Share Units shall be waived, and the date of such action shall be the Vesting Date of such Share Units.
- (b) If the Corporation completes a transaction constituting a Change of Control and within twelve (12) months following the Change of Control a Participant who was also an officer or employee of, or Consultant to, the Corporation prior to the Change of Control has their Employment Agreement or Consulting Agreement terminated, then: (i) all unvested Options granted to such Participant shall immediately vest and become exercisable, and remain open for exercise until the

earlier of (1) their expiry date as set out in the applicable Award Agreement, and (2) the date that is 90 days after such termination or dismissal; and (b) all unvested Share Units shall become vested, and the date of such Participant's Termination Date shall be deemed to be the Vesting Date.

### 7.3 **Initial Approval, Amendment or Discontinuance of the Plan**

- (a) Prior to its implementation by the Corporation, this Plan is subject to approval by the Exchange and the shareholders of the Corporation and thereafter this Plan must be approved by shareholders of the Corporation and the Exchange on an annual basis or as otherwise required by applicable Exchange Rules.
- (b) The Board may amend the Plan or any Award at any time without the consent of the Participants, provided that such amendment shall:
  - (i) not adversely alter or impair the rights of any Participant, without the consent of such Participant, except as permitted by the provisions of the Plan;
  - (ii) be in compliance with applicable law (including Code Section 409A and the provisions of the ITA, to the extent applicable), and subject to any regulatory approvals including, where required, the approval of the Exchange; and
  - (iii) be subject to shareholder approval to the extent such approval is required by applicable law or the applicable Exchange Rules, provided that the Board may, from time to time, in its absolute discretion and without approval of the shareholders of the Corporation, make the following amendments:
    - (A) other than amendments to the exercise price and the expiry date of any Award as described in Section 7.3(c)(ii) and Section 7.3(c)(iii), any amendment, with the consent of the Participant, to the terms of an Award previously granted to such Participant under the Plan;
    - (B) any amendment necessary to comply with applicable law (including taxation laws), applicable Exchange Rules, or any other regulatory body to which the Corporation is subject;
    - (C) any amendment of a "housekeeping" nature, including, without limitation, amending the wording of any provision of the Plan for the purpose of clarifying the meaning of existing provisions or to correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan, correcting grammatical or typographical errors and amending the definitions contained within the Plan; or
    - (D) any amendment regarding the administration or implementation of the Plan.
- (c) Notwithstanding Section 7.3(b)(iii), the Board shall be required to obtain shareholder approval, including, if required by the applicable Exchange Rules, disinterested shareholder approval, to make the following amendments:

- (i) any amendment to the maximum percentage or number of Shares that may be reserved for issuance pursuant to the exercise or settlement of Awards granted under the Plan, including an increase to the fixed maximum percentage of Shares or a change from a fixed maximum percentage of Shares to a fixed maximum number of Shares or vice versa, except in the event of an adjustment pursuant to Section 7.1;
  - (ii) any amendment which reduces the exercise price of any Award, as applicable, after such Award has been granted or any cancellation of an Award and the replacement of such Award with an Award with a lower exercise price or other entitlements, except in the event of an adjustment pursuant to Section 7.1; provided, however, that, for greater certainty, disinterested shareholder approval will be required for any amendment which reduces the exercise price of any Option if the Participant is an Insider of the Corporation at the time of the proposed amendment;
  - (iii) any amendment which extends the expiry date of any Award, or the Restriction Period of any Share Unit beyond the original expiry date or Restriction Period, except in the event of an extension due to a Blackout Period; provided, however, that, for greater certainty, disinterested shareholder approval will be required for any amendment which extends the expiry date of an Option if the Participant is an Insider of the Corporation at the time of the proposed amendment;
  - (iv) any amendment to the definition of an Eligible Participant under the Plan;
  - (v) any amendment to the participation limits set out in Section 2.5; or
  - (vi) any amendment to this Section 7.3 of the Plan.
- (d) The Board may, by resolution, but subject to applicable regulatory and shareholder approval, decide that any of the provisions hereof concerning the effect of termination of the Participant's employment or engagement shall not apply for any reason acceptable to the Board.
- (e) The Board may, subject to regulatory approval, discontinue the Plan at any time without the consent of the Participants provided that such discontinuance shall not materially and adversely affect any Awards previously granted to a Participant under the Plan.

## **ARTICLE 8 MISCELLANEOUS**

**8.1 Use of an Administrative Agent.** The Board may in its sole discretion appoint from time to time one or more entities to act as administrative agent to administer the Awards granted under the Plan and to hold and administer the assets that may be held in respect of Awards granted under the Plan, the whole in accordance with the terms and conditions determined by the Board in its sole discretion. The Corporation and the administrative agent will maintain records showing the number of Awards granted to each Participant under the Plan.

**8.2 Tax Withholding.** Notwithstanding any other provision of this Plan, all distributions, delivery of Shares or payments to a Participant (or to the legal representative of the Participant) under this Plan shall be made net of any applicable withholdings, including in respect

of applicable withholding taxes required to be withheld at source and other source deductions, as the Corporation determines. If the event giving rise to the withholding obligation involves an issuance or delivery of Shares, then the withholding obligation may be satisfied in such manner as the Corporation determines, including (a) by the sale of a portion of such Shares by the Corporation, the Corporation's transfer agent and registrar or any trustee appointed by the Corporation pursuant to Section 8.1, on behalf of and as agent for the Participant, as soon as permissible and practicable, with the proceeds of such sale being used to satisfy any withholding and remittance obligations of the Corporation (and any remaining proceeds, following such withholding and remittance, to be paid to the Participant), (b) by requiring the Participant, as a condition of receiving such Shares, to pay to the Corporation an amount in cash sufficient to satisfy such withholding, or (c) any other mechanism as may be required or determined by the Corporation as appropriate.

### 8.3 **Securities Law Compliance**

- (a) The Plan (including any amendments to it), the terms of the grant of any Award under the Plan, the grant of any Award, the exercise of any Option, the delivery of any Shares upon exercise of any Option, or the Corporation's election to deliver Shares in settlement of any Share Units or DSUs, shall be subject to all applicable federal, provincial, state and foreign laws, rules and regulations, the rules and regulations of applicable Exchanges and to such approvals by any regulatory or governmental agency as may, as determined by the Corporation, be required. The Corporation shall not be obliged by any provision of the Plan or the grant of any Award or exercise of any Option hereunder to issue, sell or deliver Shares in violation of such laws, rules and regulations or any condition of such approvals.
- (b) No Awards shall be granted, and no Shares shall be issued, sold or delivered hereunder, where such grant, issue, sale or delivery would require registration of the Plan or of the Shares under the securities laws of any jurisdiction or the filing of any prospectus for the qualification of same thereunder, and any purported grant of any Award or purported issue or sale of Shares hereunder in violation of this provision shall be void.
- (c) Shares issued, sold or delivered to Participants under the Plan may be subject to limitations on sale or resale under applicable securities laws and applicable Exchange Rules.
- (d) If Shares cannot be issued to a Participant upon the exercise of an Option due to legal or regulatory restrictions, the obligation of the Corporation to issue such Shares shall terminate and any funds paid to the Corporation in connection with the exercise of such Option will be returned to the applicable Participant as soon as practicable.
- (e) With respect to Awards granted in the United States or to U.S. Persons (as defined under Regulation S under the U.S. Securities Act) or at such time as the Corporation ceases to be a "foreign private issuer" (as defined under the U.S. Securities Act), unless the Shares which may be issued upon the exercise or settlement of such Awards are registered under the U.S. Securities Act, the Awards granted hereunder and any Shares that may be issuable upon the exercise or settlement of such Awards will be considered "restricted securities" (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act). Accordingly, any such Awards or Shares issued prior to an effective registration statement filed with

the SEC may not be transferred, sold, assigned, pledged, hypothecated or otherwise disposed by the Participant, directly or indirectly, without registration under the U.S. Securities Act and applicable state securities laws or unless in compliance with an available exemption therefrom. Certificate(s) representing the Awards and any Shares issued upon the exercise or settlement of such Awards prior to an effective registration statement filed with the SEC, and all certificate(s) issued in exchange therefor or in substitution thereof, will be endorsed with the following or a similar legend until such time as it is no longer required under the applicable requirements of the U.S. Securities Act:

“THE SECURITIES REPRESENTED HEREBY [for Awards add: AND ANY SECURITIES ISSUABLE UPON EXERCISE HEREOF] HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”), OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED EXCEPT (A) PURSUANT TO A REGISTRATION STATEMENT EFFECTIVE UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, OR (B) PURSUANT TO AN EXEMPTION FROM REGISTRATION THEREUNDER. HEDGING TRANSACTIONS INVOLVING SUCH SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE U.S. SECURITIES ACT.”

**8.4 Reorganization of the Corporation.** The existence of any Awards shall not affect in any way the right or power of the Corporation or its shareholders to make or authorize any adjustment, reclassification, recapitalization, reorganization or other change in the Corporation’s capital structure or its business, or any amalgamation, combination, merger or consolidation involving the Corporation or to create or issue any bonds, debentures, shares or other securities of the Corporation or the rights and conditions attaching thereto or to affect the dissolution or liquidation of the Corporation or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar nature or otherwise.

**8.5 Quotation of Shares.** So long as the Shares are listed on one or more Exchanges, the Corporation must apply to such Exchange or Exchanges for the listing or quotation, as applicable, of the Shares underlying the Awards granted under the Plan, however, the Corporation cannot guarantee that such Shares will be listed or quoted on any Exchange.

**8.6 Governing Laws.** The Plan and all matters to which reference is made herein shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

**8.7 Severability.** The invalidity or unenforceability of any provision of the Plan shall not affect the validity or enforceability of any other provision and any invalid or unenforceable provision shall be severed from the Plan.

**8.8 Code Section 409A.** It is intended that any payments under the Plan to U.S. Taxpayers shall be exempt from or comply with Code Section 409A, and all provisions of the Plan shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes and penalties under Code Section 409A. Solely to the extent that Awards of a U.S. Taxpayer are determined to be subject to Code Section 409A, the following will apply with respect to the rights and benefits of U.S. Taxpayers under the Plan:

- (a) Except as permitted under Code Section 409A, any deferred compensation (within the meaning of Code Section 409A) payable to or for the benefit of a U.S. Taxpayer may not be reduced by, or offset against, any amount owing by the U.S. Taxpayer to the Corporation or any of its Affiliates.
- (b) If a U.S. Taxpayer becomes entitled to receive payment in respect of any Share Units or any DSUs that are subject to Code Section 409A, as a result of his or her Separation from Service and the U.S. Taxpayer is a “specified employee” (within the meaning of Code Section 409A) at the time of his or her Separation from Service, and the Board makes a good faith determination that (a) all or a portion of the Share Units or DSUs constitute “deferred compensation” (within the meaning of Code Section 409A) and (b) any such deferred compensation that would otherwise be payable during the six-month period following such Separation from Service is required to be delayed pursuant to the six-month delay rule set forth in Code Section 409A in order to avoid taxes or penalties under Code Section 409A, then payment of such “deferred compensation” shall not be made to the U.S. Taxpayer before the date which is six months after the date of his or her Separation from Service (and shall be paid in a single lump sum on the first day of the seventh month following the date of such Separation from Service) or, if earlier, the U.S. Taxpayer’s date of death.
- (c) A U.S. Taxpayer’s status as a “specified employee” (within the meaning of Code Section 409A) shall be determined by the Corporation as required by Code Section 409A on a basis consistent with Code Section 409A and such basis for determination will be consistently applied to all plans, programs, contracts, agreements, etc. maintained by the Corporation that are subject to Code Section 409A.
- (d) Although the Corporation intends that Share Units will be exempt from Code Section 409A or will comply with Code Section 409A, and that DSUs will comply with Code Section 409A, the Corporation makes no assurances that the Share Units will be exempt from Code Section 409A or will comply with it. Each U.S. Taxpayer, any beneficiary or the U.S. Taxpayer’s estate, as the case may be, is solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on or for the account of such U.S. Taxpayer in connection with this Plan (including any taxes and penalties under Code Section 409A), and neither the Corporation nor any Subsidiary shall have any obligation to indemnify or otherwise hold such U.S. Taxpayer or beneficiary or the U.S. Taxpayer’s estate harmless from any or all of such taxes or penalties.
- (e) In the event that the Board determines that any amounts payable hereunder will be taxable to a Participant under Code Section 409A prior to payment to such Participant of such amount, the Corporation may (a) adopt such amendments to the Plan and Share Units and appropriate policies and procedures, including amendments and policies with retroactive effect, that the Board determines necessary or appropriate to preserve the intended tax treatment of the benefits provided by the Plan and Share Units hereunder and/or (b) take such other actions as the Board determines necessary or appropriate to avoid or limit the imposition of an additional tax under Code Section 409A.

- (f) In the event the Corporation amends, suspends or terminates the Plan or Share Units as permitted under the Plan, such amendment, suspension or termination will be undertaken in a manner that does not result in adverse tax consequences under Code Section 409A.

8.9 **Effective Date of the Plan.** The Plan shall become effective upon a date to be determined by the Board; provided, however, that the Plan shall be subject to disinterested shareholder approval.