



**Rakovina Therapeutics Inc.**

**(Formerly Vincero Capital Corp)**

**Notice of Annual General Meeting  
to be held on June 23, 2022**

**and**

**Management Information Circular**

**May 25, 2022**

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**RAKOVINA THERAPEUTICS INC.**  
**(the “Company”)**

**NOTICE OF ANNUAL GENERAL MEETING OF SHAREHOLDERS**

NOTICE IS HEREBY GIVEN that an annual general meeting (the “**Meeting**”) of the shareholders of Rakovina Therapeutics Inc. (the “**Company**”) will be held at the offices of Blake, Cassels & Graydon LLP, 595 Burrard Street, Suite 2600, Vancouver, British Columbia at 10:00 a.m. (Vancouver time) on June 23, 2022 for the following purposes:

1. to receive the audited financial statements of the Company for its fiscal year ended December 31, 2021 and 2020, the report of the auditor thereon and related management discussion and analysis;
2. to elect the directors of the Company for the ensuing year;
3. to appoint Davidson & Company LLP as auditors of the Company until the next annual meeting of the Company and to authorize the directors of the Company to fix the auditors’ remuneration;
4. to consider and, if thought advisable, to approve by ordinary resolution the Company’s amended and restated omnibus equity incentive plan as more particularly described in the Company’s Management Information Circular (the “**Circular**”) accompanying this Notice of Meeting;
5. to consider and, if thought advisable, to approve, with or without variation, an ordinary resolution of disinterested shareholders of the Company, the full text of which is set forth in the Circular, authorizing the Company to make certain amendments to the Company’s existing escrow agreement to reduce the length of the term of any escrow provision to an 18-month escrow term, as permitted by Section 15.3 of the TSX Venture Exchange’s Policy 2.4 – *Capital Pool Companies*; and
6. to transact such other business as may properly be brought before the Meeting.

Further information regarding the above items is set out in the Circular. Only shareholders of record at the close of business on May 19, 2022 are entitled to notice of and to attend and vote at the Meeting or any adjournment or postponement thereof.

Shareholders who are unable to attend the Meeting in person may vote their shares by completing, signing and returning the accompanying form of proxy to the transfer agent of the Company, Odyssey Trust Company, no less than 48 hours (excluding Saturdays, Sundays and holidays) prior to the Meeting or by completing, signing and delivering the accompanying form of proxy to the Chairman of the Meeting prior to its commencement.

Information with respect to voting by non-registered beneficial shareholders is included in the Circular. Non-registered beneficial shareholders should seek instructions on how to vote their shares from their broker, investment dealer, bank, trust company or other intermediary.

**Note of Caution Concerning the COVID-19 Outbreak**

At the date of publication of this Notice of Meeting and the accompanying Circular it is the intention of the Company to hold the Meeting at the location stated above in this Notice of Meeting. We are continuously monitoring development of the current coronavirus (COVID-19) outbreak (“**COVID-19**”). **In light of the rapidly evolving public health guidelines related to COVID-19, we ask shareholders to consider voting their shares by proxy and not attend the Meeting in person.** Those shareholders who do wish to attend the Meeting in person, should carefully consider and follow the instructions of the federal Public Health Agency of Canada:



## MANAGEMENT INFORMATION CIRCULAR

**RAKOVINA THERAPEUTICS INC.**  
**2201 - 8 Smithe Mews**  
**Vancouver, British Columbia,**  
**Canada V6B 0A5**

This management information circular (the “**Circular**”) is furnished in connection with the annual general meeting of the Company to be held at the offices of Blake, Cassels & Graydon LLP, 595 Burrard Street, Suite 2600, Vancouver, British Columbia at 10:00 a.m. (Vancouver time) on June 23, 2022 (the “**Meeting**”) or at any adjournment or postponement thereof. Shareholders will be voting at the Meeting on the matters described in the accompanying notice of annual general meeting (the “**Notice of Meeting**”). Unless otherwise specified, the information contained in this Circular is current as of May 25, 2022.

### **Note of Caution Concerning COVID-19 Outbreak**

At the date of publication of this Notice of Meeting and the accompanying Circular it is the intention of the Company to hold the Meeting at the location stated above in this Notice of Meeting. We are continuously monitoring development of the current coronavirus (COVID-19) outbreak (“**COVID-19**”). **In light of the rapidly evolving public health guidelines related to COVID-19, we ask shareholders to consider voting their shares by proxy and not attend the Meeting in person.** Those shareholders who do wish to attend the Meeting in person, should carefully consider and follow the instructions of the federal Public Health Agency of Canada: (<https://www.canada.ca/en/public-health/services/diseases/coronavirus-disease-covid-19.html>). We ask that shareholders also review and follow the instructions of any regional health authorities of the Province of British Columbia, including the Vancouver Coastal Health Authority, the Fraser Health Authority and any other health authority holding jurisdiction over the areas you must travel through to attend the Meeting. Please do not attend the Meeting in person if you are experiencing any cold or flu-like symptoms, or if you or someone with whom you have been in close contact has travelled to/from outside of Canada within the 14 days immediately prior to the Meeting. All shareholders are strongly encouraged to vote by submitting their completed form of proxy (or voting instruction form) prior to the Meeting by one of the means described on pages 2 to 4 of the Circular accompanying this Notice of Meeting.

The Company reserves the right to take any additional pre-cautionary measures deemed to be appropriate, necessary or advisable in relation to the Meeting in response to further developments in the COVID-19 outbreak, including: (i) holding the Meeting virtually or by providing a webcast of the Meeting; (ii) hosting the Meeting solely by means of remote communication; (iii) changing the Meeting date and/or changing the means of holding the Meeting; (iv) denying access to persons who exhibit cold or flu-like symptoms or who have, or have been in close contact with someone who has, travelled to/from outside of Canada within the 14 days immediately prior to the Meeting; and (v) such other measures as may be recommended by public health authorities in connection with gatherings of persons such as the Meeting. Should any such changes to the Meeting format occur, the Company will announce any and all of these changes by way of news release, which will be filed under the Company’s profile on SEDAR as well as on our Company website at [www.rakovinatherapeutics.com](http://www.rakovinatherapeutics.com). We strongly recommend you check the Company’s website prior to the Meeting for the most current information. In the event of any changes to the Meeting format due to the COVID-19 outbreak, the Company will **not** prepare or mail amended Meeting proxy materials.

**While registered shareholders are entitled to attend the Meeting in person, we strongly recommend that all shareholders vote by proxy and do not attend the Meeting. Accordingly, we ask that registered shareholders complete, date and sign the enclosed form of proxy, and deliver it in accordance with the instructions set out in the form of proxy and in this Circular.**

**If you hold your shares in a brokerage account, you are a non-registered shareholder (“Non-Registered Shareholder”). Non-Registered Shareholders who hold their shares through a bank, broker or other financial intermediary should carefully follow the instructions found on the form of proxy or voting instruction form (a “VIF”) provided to them by their intermediary, in order to cast their vote, or in order to notify the Company if they plan to attend the Meeting.**

## **VOTING AND PROXIES**

### **Persons Making the Solicitation**

This Circular is furnished in connection with the solicitation of proxies by management of the Company for use at the Meeting. While it is expected that the solicitation will be primarily by mail, proxies may be solicited personally, by electronic communication or by telephone by the directors, officers and regular employees of the Company at nominal cost. All costs of solicitation of proxies by management will be borne by the Company.

### **Appointment and Revocation of Proxies**

A form of proxy is enclosed with this Circular. Shareholders who wish to be represented by proxy at the Meeting must deliver their respective forms of proxy (i) to Odyssey Trust Company (the “**Transfer Agent**”) of 350 – 409 Granville Street, Vancouver, British Columbia, Canada, V6C 1T2 not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time for holding the Meeting or any adjournment or postponement thereof or (ii) to the Chairman of the Meeting prior to the commencement of the Meeting or any adjournment or postponement thereof.

The persons named in the accompanying form of proxy are officers of the Company. **Each shareholder submitting a proxy has the right to appoint a person or company to represent the shareholder at the Meeting other than the persons designated in the accompanying form of proxy. A shareholder may exercise this right by striking out the names of the persons so designated and inserting the name of the desired representative in the blank space provided, or by completing another form of proxy, and in either case depositing the proxy with the Transfer Agent at the place and within the time specified above for the deposit of proxies.** The proxyholder does not need to be a shareholder of the Company.

A shareholder who has given a proxy may revoke such proxy at any time prior to the exercise thereof at the Meeting or any adjournment or postponement thereof. A shareholder may revoke a proxy by:

- depositing an instrument in writing executed by the shareholder or its attorney authorized in writing with the Chairman of the Meeting on the day of the Meeting or any adjournment or postponement thereof;
- depositing an instrument in writing executed by the shareholder or its attorney authorized in writing with the Transfer Agent at the place specified above for the deposit of proxies at any time up to and including the last business day preceding the Meeting or any adjournment or postponement thereof; or
- any other manner permitted by law.

### **Non-Registered Shareholders**

Only registered shareholders as of May 19, 2022 (the “**Record Date**”) or their duly appointed proxyholders are permitted to vote at the Meeting. However, a significant number of the Company’s shareholders are “non-registered” shareholders because the shares they own are not registered in their names but, rather, are registered in the name of a clearing agency or the name of the brokerage firm, investment dealer, bank, trust company or other intermediary (the “**Intermediary**”) through which they deal with the shares they beneficially own.

Intermediaries are required to seek voting instructions from Non-Registered Shareholders in advance of shareholders' meetings. Every Intermediary has its own mailing procedures and provides its own return instructions to clients.

There are two kinds of Non-Registered Shareholders – those who object to their name being made known to the issuers of securities which they own (called “**OBOs**” for Objecting Beneficial Owners) and those who do not object to the issuers of the securities they own knowing who they are (called “**NOBOs**” for Non-Objecting Beneficial Owners).

Non-Registered Shareholders should follow the instructions of their intermediary carefully to ensure that their Common Shares are voted at the Meeting. The Company will send proxy-related materials indirectly through intermediaries to NOBOs. The Company does not intend to pay for intermediaries to forward the proxy-related materials and voting information to OBOs under National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer*. An OBO will not receive these materials unless their Intermediary assumes the cost of delivery.

The form of proxy supplied to you by your broker will be similar to the proxy provided to registered shareholders by the Company; however, its purpose is limited to instructing the intermediary on how to vote your Common Shares on your behalf. Most brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. (“**Broadridge**”) in Canada and in the United States. Broadridge mails a VIF in lieu of a proxy provided by the Company. The VIF will name the same persons as the Company's proxy to represent your Common Shares at the Meeting. You have the right to appoint a person (who need not be a shareholder of the Company), other than any of the persons designated in the VIF, to represent your Common Shares at the Meeting and that person may be you. To exercise this right, insert the name of the desired representative (which may be yourself) in the blank space provided in the VIF. The completed VIF must then be returned to Broadridge by mail or facsimile or given to Broadridge by phone or over the internet, in accordance with Broadridge's instructions. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Common Shares to be represented at the Meeting. **If you receive a VIF from Broadridge, the VIF must be completed and returned to Broadridge, in accordance with its instructions, well in advance of the Meeting in order to have your Common Shares voted or to have an alternate representative duly appointed to attend the Meeting and vote your Common Shares at the Meeting.**

#### **Notice to Shareholders in the United States**

The solicitation of proxies may involve securities of an issuer located in Canada and is being effected in accordance with the corporate laws of the Province of British Columbia, Canada and securities laws of the provinces of Canada. The proxy solicitation rules under the United States *Securities Exchange Act of 1934*, as amended, are not applicable to the Company or this solicitation, and this solicitation has been prepared in accordance with the disclosure requirements of the securities laws of the provinces of Canada. Shareholders should be aware that disclosure requirements under the securities laws of the provinces of Canada differ from the disclosure requirements under United States securities laws.

The enforcement by shareholders of civil liabilities under United States federal securities laws may be affected adversely by the fact that the Company is incorporated under the *Business Corporations Act* (British Columbia) (the “**BCA**”), as amended, certain of its directors and its executive officers are residents of Canada and a part of its assets and the assets of such persons are located outside the United States. Shareholders may not be able to sue a foreign company or its officers or directors in a foreign court for violations of United States federal securities laws. It may be difficult to compel a foreign company and its officers and directors to subject themselves to a judgment by a United States court.

## Exercise of Discretion

The representatives designated in the accompanying form of proxy will vote or withhold from voting the shares in respect of which they are appointed proxyholders in accordance with the instructions of the shareholders on any ballot that may be called for, and if the shareholder specifies a choice with respect to any matter to be acted upon, the shares will be voted accordingly. **In the absence of such instructions, the common shares will be voted by the management representatives FOR the matters described herein.**

The persons appointed under the enclosed form of proxy are conferred with discretionary authority with respect to amendments or variations of those matters specified in the proxy and Notice of Meeting and with respect to any other matters which may properly be brought before the Meeting or any adjournment or postponement thereof. If any such matters should come before the Meeting, it is the intention of the persons named in the accompanying form of proxy to vote such proxy in accordance with their best judgment unless the shareholder has specified to the contrary that the common shares represented thereby are to be withheld from voting with respect to such matters. As of the date this Circular, management of the Company is not aware of any such amendment, variation, or other matter.

## Voting Securities and Principal Holders Thereof

The Company was incorporated under the BCA on May 6, 2019. The Company listed its shares on the TSX Venture Exchange (“**TSX-V**”) as a capital pool company (“**CPC**”) (as defined in the TSX-V Policy 2.4 – *Capital Pool Companies* (“**Policy 2.4**”)) on February 7, 2020.

On March 25, 2021, the Company announced that, pursuant to a business combination agreement dated August 28, 2020, as amended from time to time, between the Company and NewGen Therapeutics, Inc. (“**NewGen**”), the Company had completed its qualifying transaction (the “**Qualifying Transaction**”). The Qualifying Transaction was effected by way of a “three-cornered” amalgamation, in which: (a) a subsidiary of NewGen (the “**Subco**”) was to amalgamate with a wholly-owned subsidiary of the Company to form an amalgamated company (“**Amalco**”); (b) all issued and outstanding shares of the Subco were exchanged for shares of the Company on a 1:1 basis; (c) all issued and outstanding warrants of the Subco were replaced by warrants of the Company on the same terms; and (d) Amalco became a wholly-owned subsidiary of the Company. The Qualifying Transaction was a reverse-takeover of the Company and upon completion thereof, the Company changed its name to “Rakovina Therapeutics Inc.”. On April 1, 2021 following the completion of the Qualifying Transaction, the common shares of the Company (the “**Common Shares**”) resumed trading on the TSX-V under the symbol “**RKV**”. The Company’s first financial year-end subsequent to the completion of the Qualifying Transaction was December 31, 2021. A Notice of Change in Corporate Structure was filed by the Company on March 31, 2021. For more information on the Qualifying Transaction, please refer to the filing statement of the Company dated March 17, 2021 (the “**Filing Statement**”) available under the Company’s profile at [www.sedar.com](http://www.sedar.com).

The Company is authorized to issue an unlimited number of Common Shares. As of the Record Date, there were 69,829,500 Common Shares issued and outstanding, each carrying the right to one vote. No group of shareholders has the right to elect a specified number of directors, nor are there cumulative or similar voting rights attached to the Common Shares.

To the knowledge of the directors and executive officers of the Company, the following persons or companies beneficially own, directly or indirectly, or exercise control or direction over, Common Shares carrying more than 10% of the voting rights attached to all outstanding Common Shares of the Company:

Shareholder	Approximate number of securities beneficially owned, control or directed, directly or indirectly	Percentage of the class of outstanding voting securities
NewGen Therapeutics, Inc. <sup>(1)</sup>	24,265,625	35%

(1) NewGen is a wholly owned subsidiary of Edison Oncology Holding Corp., a company controlled by Jeffrey Bacha and Dennis Brown.

## BUSINESS OF THE MEETING

### Interest of Certain Persons or Companies in Matters to Be Acted Upon

No director or executive officer of the Company, or any person who has held such a position since the beginning of the last completed financial year end of the Company, nor any nominee for election as a director of the Company, nor any associate or affiliate of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted on at the Meeting other than the election of directors, the appointment of the auditor and as may otherwise be set out herein.

### Receive the Financial Statements

The audited financial statements of the Company for the financial years ended December 31, 2021 and 2020, the report of the auditor thereon and related management discussion and analysis, all of which may be obtained on the Company's profile on SEDAR at [www.sedar.com](http://www.sedar.com), will be placed before the Meeting.

### Election of Directors

#### *Nominees*

The term of office for each of the present directors expires at the Meeting. The current number of directors of the Company is set at five. Management of the Company proposes to nominate the persons named below for election as directors of the Company at the Meeting. Each director elected will hold office until the next annual general meeting of the Company or until his or her successor is duly elected or appointed, unless his or her office is vacated prior to such meeting in accordance with the Company's constating documents or the laws of the Company's governing jurisdiction.

The following table sets forth certain information with respect to each of the persons proposed to be nominated as directors of the Company, all of whom are presently directors of the Company. Two of the individuals who have been nominated for election as directors of the Company are independent within the meaning of applicable securities laws.

Name of Nominee; Current Position with the Company, and Province or State and Country of Residence	Period as a Director of the Company	Common Shares Beneficially Owned or Controlled
<b>Jeffrey Bacha</b> <sup>(1)(2)</sup> Executive Chairman and Director British Columbia, Canada	Since March 25, 2021	1,375,000 Common Shares 62,500 Warrants 1,390,000 Options

Name of Nominee; Current Position with the Company, and Province or State and Country of Residence	Period as a Director of the Company	Common Shares Beneficially Owned or Controlled
<b>Dr. Dennis Brown</b> Director California, United States	Since March 25, 2021	625,000 Common Shares 125,000 Options
<b>Alfredo De Lucrezia</b> <sup>(1)(2)</sup> Director British Columbia, Canada	Since May 6, 2019	4,750,000 Common Shares 695,000 Options
<b>Michael Liggett</b> <sup>(1)</sup> Director British Columbia, Canada	Since March 25, 2021	Nil

(1) Member of the Audit Committee. Mr. Liggett serves as Chair.

(2) Member of the Governance and Nomination Committee. Mr. De Lucrezia serves as Chair.

To the knowledge of management, each of the above nominees is able and willing to serve as a director of the Company. However, in the event that one of the nominees named above should become unwilling or unable to serve as a director of the Company prior to the Meeting, it is intended that the discretionary power granted under any proxy which appoints as proxyholder one of the persons names in the accompanying form of proxy will be used to vote for any substitute nominee or nominees whom the Company in its discretion may select.

To the knowledge of management, no proposed director is or, within the 10 years prior to the date hereof, has been, a director, chief executive officer or chief financial officer of any other company that:

- while that person was acting in that capacity was the subject of a cease trade order or similar order, or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days; or
- after that person ceased acting in that capacity was subject to a cease trade order or similar order, or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days, which resulted from an event that occurred while that person was acting in the capacity of director, chief executive officer or chief financial officer of the company.

To the knowledge of management, no proposed director is or, within the 10 years prior to the date hereof, has been, a director or executive officer of any 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.

To the knowledge of management, no proposed director has, during the 10 years prior to the date hereof, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or became subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold assets of the proposed director.

## ***Experience***

The following information as to principal occupation, business or employment is not within the knowledge of the management of the Company and has been furnished by the respective nominees. Where stated, “CEO” stands for “Chief Executive Officer” and “CFO” stands for Chief Financial Officer.

### *Jeffrey Bacha, BSc, MBA — Director and Executive Chairman*

Mr. Bacha has been involved in pharmaceutical research and corporate development for more than 25 years as a member of the executive leadership team for multiple companies. Mr. Bacha is the founder and chief executive officer of Edison Oncology Holding Corp., a private corporation which sold assets that ultimately were used to establish Subco. Prior to founding Edison Oncology, Mr. Bacha co-founded Kintara Therapeutics (NASDAQ: KTRA, formerly DelMar Pharmaceuticals) with Dr. Dennis Brown and served as Chairman and CEO during the company’s growth including the advancement of its lead product candidate to pivotal Phase III clinical trials and NASDAQ listing. Mr. Bacha was also founding CFO of XBiotech, Inc. (NASDAQ: XBIT), founding CEO of Inimex Pharmaceuticals and as of Vice President, Corporate Development at Inflazyme Corp. Programs advanced by Inimex and Inflazyme have become foundational in Soligenix, Inc. (NASDAQ: SNGX) and Aquinox Pharmaceuticals (NASDAQ: AQXP). He is a member of the National Brain Tumor Society Research Roundtable and the board of the Leukemia Lymphoma Society of Canada. Mr. Bacha currently serves as a consultant to Alcedo Capital LLC and Valent Technologies LLC, and as a member of the board of directors of Sernova Corp. (TSX-V: SVA). Prior to taking on his operating roles, Mr. Bacha served as Senior Manager and Director of KPMG Health Ventures, acting as an advisor to numerous public and private life sciences companies. Mr. Bacha holds an MBA (Hons) from the Goizueta Business School at Emory University (1995) and a degree in BioPhysics from the University of California, San Diego (1991). Mr. Bacha is the inventor or co-inventor on multiple issued U.S. patents and applications, many with foreign counterparts.

Mr. Bacha is, or was within the past five years, an officer and/or director of the following public companies:

<b>Company</b>	<b>Market</b>	<b>Positions Held</b>	<b>From</b>	<b>To</b>
Rakovina Therapeutics Inc.	TSX-V	Executive Chairman, Director	March 2021	Present
Sernova Corp.	TSX-V	Director	October 2008	Present
Kintara Therapeutics	NASDAQ	President, CEO, Director	April 2010	December 2017

### *Dennis Brown, PhD — Director and Chair of Scientific and Medical Advisory Board*

Dr. Brown has been involved in cancer drug discovery and development for more than 35 years. Initially with the Stanford Research Institute at Stanford University where he was involved in drug-screening activities sponsored by the US National Cancer Institute. Dr. Brown has founded or co-founded multiple companies including Matrix Pharmaceutical, Inc. (acquired by Chiron Corp. in 2002), Mountain View Pharmaceuticals, ChemGenex Pharmaceuticals (acquired by Cephalon/Teva in 2011) and Kintara Pharmaceuticals (NASDAQ: KTRA, formerly DelMar Pharmaceuticals). During his career, Dr. Brown has been involved in the discovery and development of multiple FDA-approved cancer therapies. He currently serves as a member of the National Brain Tumor Society Research Roundtable, as a consultant to DelMar Pharmaceuticals, as Chairman of Mountain View Pharmaceutical’s board of directors and is the President of Valent Technologies LLC, which supported the discovery and development of Edison Oncology’s drug candidates. Dr. Brown served as an Assistant Professor of Radiology at Harvard University Medical School and as a Research Associate in Radiology at Stanford University Medical School. He received his B.A. in Biology and Chemistry (1971), M.S. in Cell Biology (1975) and Ph.D. in Radiation and Cancer

Biology (1979), all from New York University. Dr. Brown is an inventor of more than 40 issued U.S. patents and applications, many with foreign counterparts.

Mr. Brown is, or was within the past five years, an officer and/or director of the following public companies:

Company	Market	Positions Held	From	To
Rakovina Therapeutics Inc.	TSX-V	Director	March 2021	Present
Kintara Therapeutics	NASDAQ	Director, Chief Scientific Officer	April 2010	October 2017 - Present

*Alfredo De Lucrezia — Director and Vice Chairman*

Mr. De Lucrezia is an experienced businessman who has founded a number of publicly listed companies. From 2013 – 2016, Mr. De Lucrezia was CEO, CFO, President and Director of Manera Capital Corp. (now GT Gold Corp.). He also founded Califfi Capital Corp., and has been its CEO since 2017, as well as Vincero Capital Corp. Mr. De Lucrezia has been a director and/or officer for reporting issuers over the past 25 years, culminating in a wealth of experience in board management, company growth, and strategy. Currently, Mr. De Lucrezia manages a multi-million dollar real estate and business portfolio of private companies.

Mr. De Lucrezia is, or was within the past five years, an officer and/or director of the following public companies:

Company	Market	Positions Held	From	To
Rakovina Therapeutics Inc. (formerly Vincero Capital Corp.)	TSX-V	Vice Chairman, Director	May 2019	Present
Califfi Capital Corp.	TSX-V	President, CEO, Director	February 2017	Present

*Michael Liggett, CPA — Director*

Mr. Liggett brings 30 years of experience in the health care sector at public and private companies including iCo Therapeutics, Naegis Pharmaceuticals and Inflazyme Pharmaceuticals. During his career, Mr. Liggett has completed more than \$300 million in equity and debt financings and closed more than \$200 million in acquisition transaction. Prior to his operating roles, Mr. Liggett was a practicing pharmacist for 7 years before obtaining his training and certification as a Chartered Accountant and spending 7 years at Price Waterhouse Coopers (then, Price Waterhouse).

Mr. Liggett is, or was within the past five years, an officer and/or director of the following public companies:

Company	Market	Positions Held	From	To
Rakovina Therapeutics Inc. (formerly Vincero Capital Corp.)	TSX-V	Director	March 2021	Present
iCo Therapeutics Inc.	TSX-V	CFO, Director	January 2017	Present
Greenlane Renewables Inc.	TSX-V	CFO	February 2019	October 2019

Hit Technologies Inc.	TSX-V	CFO	May 2015	January 2020
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### **Appointment of Auditor**

Management of the Company proposes to nominate Davidson & Company LLP, Chartered Accountants (“**Davidson & Co.**”) as auditor of the Company to hold office until the next annual meeting of shareholders, at remuneration to be fixed by the Company’s board of directors (the “**Board**”). Davidson & Co. has acted as auditor of the Company since its appointment on July 17, 2019.

Unless such authority is withheld, the persons named in the accompanying form of proxy intend to vote FOR the appointment of Davidson & Co. as auditor of the Company, to hold office until the next annual meeting of shareholders, at remuneration to be fixed by the Board. The Board recommends that shareholders vote in favour of the appointment of Davidson & Co. as auditors of the Company.

### **Approval of the Amended and Restated Omnibus Equity Incentive Plan**

At the Meeting, shareholders of the Company will be asked to approve certain amendments listed under the heading “*Key Terms of the Amended Omnibus Plan*” to the existing omnibus equity incentive plan (the “**Omnibus Plan**”). The amended and restated Omnibus Plan (the “**Amended Omnibus Plan**”) aims to advance the interests of the Company and its subsidiaries by enhancing their ability (i) to attract, motivate and retain employees, officers and directors, (ii) to reward them for their contributions to the business, (iii) to encourage them to take into account the long-term financial performance of the business and the creation of shareholder value through their participation in the Company’s equity, and (iv) to compensate consultants. The proposed amendments to the Omnibus Plan are being implemented to comply with the recent amendments to the TSX-V Policy 4.4 – *Security Based Compensation*.

The following summary of changes to the Amended Omnibus Plan does not purport to be complete and is qualified in its entirety by reference to the Amended Omnibus Plan. The full text of the Amended Omnibus Plan is appended to this Circular as Schedule “C” and a blackline comparing all changes between the Amended Omnibus Plan and the Omnibus Plan is appended to this Circular as Schedule “D”. Capitalized terms used in this section and not otherwise defined have the same meaning attributed to them in the Amended Omnibus Plan.

### ***Key Terms of the Amended Omnibus Plan***

The Omnibus Plan was originally approved by the shareholder of the Company on June 29, 2021 to provide the Company with enhanced flexibility to attract, retain and motivate employees, officers, directors and consultants through the ability to issue additional award types such as PSUs, RSUs, DSUs and Restricted Shares.

The key terms of the Omnibus Plan are set out under the heading “*Stock Option Plans and other Incentive Plans*” below. The principal changes between the Omnibus Plan and the Amended Omnibus Plan are as follows:

- amending the number of Common Shares issuable under the Amended and Restated Omnibus Plan to remove the fixed maximum of Common Shares issuable pursuant to awards that are not Options;
- amending the vesting provisions of DSUs, PSUs, RSUs and Options to provide that DSUs, PSUs, RSUs and Options will vest on the basis specified in the applicable Agreement, provided that although accelerated vesting is permitted for a Participant who dies or ceases to be an Eligible Person in connection with a Change of Control, take-over bid, reverse-takeover or other similar transaction, such DSUs, PSUs, RSUs and Options may not vest before the one-year anniversary of the Date of Grant;

- amending the vesting provisions to provide parameters for the vesting of Options granted to any Investor Relations Service Provider to ensure compliance with Policy 4.4 of the TSX-V;
- amending the Option provisions to provide that the Option Exercise Price shall not be less than the last closing price of the Common Shares on the TSX-V before the date of grant less any applicable discount;
- amending the expiry provisions to provide that should the expiry date for an Option fall within a Blackout Period, such expiry date shall be automatically extended to that day which is the tenth business day after the end of the Blackout Period; and
- other “housekeeping” amendments to ensure compliance with Policy 4.4 of the TSX-V.

Pursuant to the terms of the Amended Omnibus Plan, an Investor Relations Service Provider may only be granted Options under the Amended Omnibus Plan, and no other form of Awards.

### *Approval*

Pursuant to the rules of the TSX-V, the approval of the Amended Omnibus Plan, as described above, requires approval by a simple majority of the aggregate votes cast by shareholders of the Company who vote in person or by proxy at the Meeting. Accordingly, at the Meeting, the Company’s shareholders will be asked to approve, with or without variation, the following ordinary resolution:

**“BE IT RESOLVED THAT:**

- (a) subject to acceptance by the TSX-V, the amended and restated omnibus equity incentive plan (the “**Amended Omnibus Plan**”), substantially in the form attached as Schedule “C” to the management information circular of Rakovina Therapeutics Inc. (the “**Company**”) dated May 25, 2022, is hereby approved;
- (b) the number of Common Shares reserved for issuance under the Company’s Amended Omnibus Plan may not exceed 10% of the issued and outstanding common shares of the Company from time to time (the “**Common Shares**”);
- (c) the directors of the Company are hereby authorized to amend the form of the Amended Omnibus Plan in order to satisfy the requirements or requests of the TSX-V without requiring further approval of the shareholders of the Company;
- (d) the Amended Omnibus Plan shall come into effect immediately;
- (e) notwithstanding that this ordinary resolution has been passed by the shareholders of the Company, the directors of the Company may, at their sole discretion, revoke this resolution prior to the Amended Omnibus Plan becoming effective without further approval or authorization of the shareholders of the Company; and
- (f) any one director or officer of the Company be authorized and directed to do all acts and things and to execute and deliver all documents required, as in the opinion of such director or officer may be necessary or appropriate in order to give effect to this resolution.”

If approval of the Amended Omnibus Plan or a modified version thereof is not obtained, the Company will not proceed to grant further awards under the Amended Omnibus Plan or the Omnibus Plan. The Board unanimously recommends that shareholders of the Company vote FOR the approval of the Amended Omnibus Plan.

A copy of the Amended Omnibus Plan, attached as Schedule “C” to this Circular, is available at the records office of the Company at 2201 - 8 Smithe Mews, Vancouver, British Columbia, Canada, until the business day immediately preceding the date of the Meeting, and a copy will also be made available at the Meeting.

### **Approval of the Amended CPC Escrow Agreement**

All capitalized terms used in this section but not otherwise defined in this Circular have the meaning given in the New CPC Policy (as defined below).

At the Meeting, the shareholders of the Company will be asked to consider and, if deemed appropriate, to pass, with or without variation, an ordinary resolution of disinterested shareholders in the form set out below (the “**Amended Escrow Agreement Resolution**”), allowing the Company to make certain amendments to the Company’s escrow agreement dated June 5, 2019 (the “**CPC Escrow Agreement**”) to reflect updates to the escrow release terms set forth in Policy 2.4 of the TSX-V Corporate Finance Manual, as amended effective January 1, 2021 (the “**New CPC Policy**”).

### ***Key Terms of the Amended CPC Escrow Agreement***

The CPC Escrow Agreement was initially entered into under Policy 2.4 and in the form of escrow agreement published by the TSX-V as at June 14, 2010. The CPC Escrow Agreement imposes restrictive escrow conditions on the securities held by directors, officers and the holders of seed shares acquired prior to the completion of the Company’s initial public offering. For the Company, such securities were subject to restrictions on transfer until the completion of the Company’s Qualifying Transaction, after which such securities began to be released over a 36-month period. Under the New CPC Policy and the new form of CPC Escrow Agreement for CPCs, effective as at January 1, 2021, the escrowed securities will be subject to only an 18-month escrow release schedule, whereby 25% of the escrowed securities will be released from escrow on the date the TSX-V issued its Final QT Exchange Bulletin, and 25% of the escrowed securities will be released from escrow on each of the 6, 12 and 18 months following such date.

### ***Approval***

The Amended Escrow Agreement Resolution requires the affirmative vote of not less than a majority of votes cast by disinterested shareholders who vote in respect thereof, in person or by proxy, at the Meeting (“**Disinterested Approval**”). In accordance with the New CPC Policy, the votes attached to the listed shares of the Company held by shareholders who are parties to the CPC Escrow Agreement and their associates and affiliates (“**Interested Shareholders**”) are excluded from the calculation of any such approval in connection with amending the CPC Escrow Agreement. The Company currently has 10,750,000 Common Shares issued and outstanding held by Interested Shareholders, and therefore, these Common Shares will be excluded from the calculation of this approval. Accordingly, at the Meeting, the Company’s shareholders will be asked to approve, with or without variation, the following ordinary resolutions:

#### **“BE IT RESOLVED THAT:**

- (a) subject to the approval of the TSX-V, the Company is authorized and approved to amend the CPC Escrow Agreement to reflect the escrow release terms set forth in Policy 2.4 – *Capital Pool Companies* of the TSX Venture Exchange, as amended on January 1, 2021; and
- (b) any one director or officer of the Company be authorized and directed to do all acts and things and to execute and deliver all documents required, as in the opinion of such director or officer may be necessary or appropriate in order to give effect to this resolution.”

If the Amended Escrow Agreement Resolution receives Disinterested Approval, the Company will work with the escrow agent to finalize the amendment and a new escrow agreement will replace the current CPC Escrow Agreement, and the new escrow agreement will be filed on SEDAR. If not approved, the current CPC Escrow Agreement will continue in full force and effect.

The Board unanimously recommends that shareholders of the Company vote FOR the approval of the Amended Escrow Agreement Resolution, subject to Disinterested Approval and TSX-V approval. The TSX-V has conditionally approved the Amended Escrow Agreement Resolution, subject to Disinterested Approval.

### **Other Matters to be Acted Upon**

None.

### **Additional Information**

Management of the Company is not aware of any matters to come before the Meeting other than the matters referred to in the Notice of Meeting. However, if any other matters properly come before the Meeting, the accompanying proxy will be voted on such matters in the best judgment of the person or persons voting the proxy unless the shareholder has specified to the contrary that the Common Shares represented thereby are to be withheld from voting with respect to such matters.

## **STATEMENT OF EXECUTIVE COMPENSATION**

### **Basis of Presentation**

Prior to the completion of the Qualifying Transaction, due to its CPC status, the Company did not pay any cash compensation to its officers and directors. As the Qualifying Transaction was a reverse takeover of the Company, the resulting issuer was a continuation of the business of Subco, which also did not pay any compensation to its officers and directors since its inception to December 31, 2020. For more information on Subco, please refer to the Filing Statement available under the Company's profile at [www.sedar.com](http://www.sedar.com).

### **Named Executive Officers**

In this section "Named Executive Officer" (or "**NEO**") means each of the following individuals:

- (a) the Chief Executive Officer ("**CEO**"), including an individual performing functions similar to a CEO;
- (b) the Chief Financial Officer ("**CFO**"), including an individual performing functions similar to a CFO;
- (c) the most highly compensated executive officer, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was more than \$150,000; and
- (d) each individual who would be an NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the company, nor acting in a similar capacity, at the end of that financial year.

## Director and Named Executive Officer Compensation, Excluding Compensation Securities

The following table sets forth a summary of all compensation paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly, by the Company to each Named Executive Officer and director of the Company, for services provided and for services to be provided, directly or indirectly in any capacity, to the Company by such persons, for the two most recently completed financial years, excluding compensation securities:

Table of compensation excluding compensation securities							
Name & Principal Position	Year	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total Compensation (\$)
Jeffrey Bacha <sup>(1)</sup> Executive Chairman and Director	2021 2020	100,000 n/a	Nil n/a	Nil n/a	Nil n/a	Nil n/a	100,000 n/a
David Hyman <sup>(2)</sup> Chief Financial Officer	2021 2020	100,000 n/a	Nil n/a	Nil n/a	Nil n/a	Nil n/a	100,000 n/a
Alfredo De Lucrezia <sup>(3)</sup> Director and former President and CEO	2021 2020	26,250 Nil	Nil Nil	3,000 55,888	Nil Nil	Nil Nil	29,250 55,888
Dennis Brown <sup>(4)</sup> Director	2021 2020	26,250 n/a	Nil n/a	Nil n/a	Nil n/a	Nil n/a	26,250 n/a
Michael Liggett <sup>(5)</sup> Director	2021 2020	26,250 n/a	Nil n/a	5,625 n/a	Nil n/a	Nil n/a	31,875 n/a
Michelle Cross <sup>(6)</sup> Former CFO and Director	2021 2020	n/a Nil	n/a Nil	n/a Nil	n/a Nil	n/a Nil	n/a Nil
Maurizio Grande <sup>(7)</sup> Former VP and Director	2021 2020	n/a Nil	n/a Nil	n/a Nil	n/a Nil	n/a Nil	n/a Nil
Gordon Kettleson <sup>(8)</sup> Former Director	2021 2020	n/a Nil	n/a Nil	n/a Nil	n/a Nil	n/a Nil	n/a Nil
John Pallot <sup>(9)</sup> Former Director	2021 2020	n/a Nil	n/a Nil	n/a Nil	n/a Nil	n/a Nil	n/a Nil
Julie Cherrington <sup>(10)</sup> Former Director	2021 2020	19,408 n/a	Nil n/a	Nil n/a	Nil n/a	Nil n/a	19,408 n/a

Notes:

- (1) Jeffrey Bacha joined the Company on March 25, 2021.
- (2) David Hyman joined the Company on March 25, 2021.
- (3) Alfredo De Lucrezia resigned as President and CEO on March 25, 2021.
- (4) Dennis Brown joined the Company on March 25, 2021.
- (5) Michael Liggett joined the Company on March 25, 2021.
- (6) Michelle Cross resigned as CFO and a director on March 25, 2021.
- (7) Maurizio Grande resigned as Vice President and a director on March 25, 2021.
- (8) Gordon Kettleson resigned as a director on March 25, 2021.
- (9) John Pallot resigned as a director on March 25, 2021.
- (10) Julie Cherrington was appointed to the Board on April 5, 2021 and resigned as a director on November 23, 2021.

## External Management Companies

Other than as described in this Circular, the Company does not have any agreements with external management companies.

## Stock Option Plans and Other Compensation Securities

The following table sets forth the compensation securities granted or issued to each director and NEO by the Company or one of its subsidiaries in the most recently completed financial year for services provided or to be provided, directly or indirectly, to the Company or any of its subsidiaries:

Compensation Securities						
Name and position	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class	Date of issue or grant	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end (\$)	Expiry Date
Jeffrey Bacha Executive Chairman and Director	Options	1,390,000	March 31, 2021	0.20	0.22	March 31, 2026
David Hyman Chief Financial Officer	Options	730,000	March 31, 2021	0.20	0.22	March 31, 2026
Alfredo De Lucrezia Director	Options	695,000	March 31, 2021	0.20	0.22	March 31, 2026
Dennis Brown Director	Options	160,000	March 31, 2021	0.20	0.22	March 31, 2026
Michael Liggett Director	Options	125,000	March 31, 2021	0.20	0.22	March 31, 2026

## Exercise of Compensation Securities by Directors and NEOs

No director or NEO exercised any compensation securities during the most recently completed financial year.

## *Omnibus Plan*

The Company has the Omnibus Plan. The Omnibus Plan was established to provide incentive to qualified parties to increase their proprietary interest in the Company, encourage the alignment of interests with its shareholders, and foster their continued association with the Company. Capitalized terms used in this section and not otherwise defined have the same meaning attributed to them in the Omnibus Plan.

## *Eligible Person*

Any employee, officer or director of, or consultant to, the Company or any other Participating Company is an “Eligible Person” and considered eligible to receive an Award under the Omnibus Plan.

### *Award Types*

The Omnibus Plan permits a variety of Awards, including Deferred Share Units, Options, Performance Share Units, Restricted Share Units and Restricted Shares.

### *Size of the Omnibus Plan*

The maximum number of Common Shares that may be issued under the Omnibus Plan and any Security Based Compensation Arrangements may not exceed 10% of the Common Shares issued and outstanding from time to time, provided that, and subject to the foregoing, the maximum number of Common Shares issuable under the Omnibus Plan pursuant to Awards that are not Options may not exceed the number that is equal to 10% of the number of issued and outstanding Common Shares on the date that the Omnibus Plan becomes effective.

### *Evergreen Nature*

The Omnibus Plan is considered to be an “evergreen” plan as the Common Shares covered by Awards that are exercised or settled or that expire or are forfeited, surrendered, cancelled or otherwise terminated or lapse for any reason without having been exercised or settled for Common Shares treasury will be available for subsequent grant under the Omnibus Plan, and the number of Common Shares available for issuance will not be reduced. Also, the number of Common Shares available for issuance will increase proportionally if the number of Common Shares outstanding increases.

### *Additional Limits on Plan Size*

The Omnibus Plan includes the following additional limitations on Common Shares issuable under it: (i) the maximum number of Common Shares issuable under the Omnibus Plan and any other Security Based Compensation Arrangement to Insiders (as defined in the Omnibus Plan) at any time may not exceed in the aggregate 10% of the Common Shares issued and outstanding from time to time and (ii) the maximum number of Common Shares issued under the Omnibus Plan and any other Security Based Compensation Arrangement to Insiders (as defined in the Omnibus Plan) within any one-year period may not exceed in the aggregate 10% of the Common Shares issued and outstanding from time to time. In addition, for so long as the Common Shares are listed on the TSX-V: (i) the aggregate number of Common Shares issuable pursuant to Awards granted to any Participant (and companies wholly owned by such Participant) in a 12-month period must not exceed 5% of the Common Shares issued and outstanding from time to time; (ii) the aggregate number of Common Shares issuable pursuant to Awards granted to any one Consultant in a 12-month period must not exceed 2% of the Common Shares issued and outstanding from time to time; and (iii) the aggregate number of Common Shares issuable pursuant to Awards granted to all Participants retained to provide Investor Relations Activities must not exceed 2% of the Common Shares issued and outstanding from time to time in a 12-month period, in each case calculated as of the Date of Grant to the relevant Participant.

### *Plan Administration*

The Omnibus Plan will be administered by the Board, which has the sole and absolute discretion to administer and interpret the Omnibus Plan, subject to any mandatory requirements of an Exchange. The Board may delegate its authority to a committee of the Board. As part of its authority, the Board may (a) determine the Eligible Persons who will receive Awards (an Eligible Person who receives an Award, is a “**Participant**”), and (b) grant Awards and determine their terms, including (i) the number of Awards to be granted, (ii) the timing of grants, including the Date of Grant, (iii) the Option Exercise Price, (iv) the Performance Goals, Performance Measures, Performance Periods and Performance Vesting Conditions, (v) restrictions on transfer, (vi) any other vesting schedule, terms, limitations, restrictions and conditions applicable to Awards, (vii) approving the form of any Award Agreement (not inconsistent with the Omnibus Plan) to evidence an Award and (viii) the waiver or amendment of any terms of

Awards, including expiration of any Awards, accelerating the vesting of any Awards, changing the Performance Vesting Conditions or, subject to the approval of an Exchange where required, substituting other property on the payment or settlement of any Awards.

#### *Description of Awards*

##### 1. Options and Stock Appreciation Rights

Each Option entitles a Participant to acquire one Common Share from treasury at an exercise price set at the time of grant. The Board will determine the term of each Option, which may not exceed five years, and the vesting period. During such time as the Common Shares are listed on the TSX-V, any grant of Options to a Participant who provides services that are Investor Relations Activities to the Company shall vest over a period of at least 12 months, with no more than 25% of such Options vesting in any three-month period. The exercise price of each Company Option may not be less than the Fair Market Value of the Common Shares as of the Date of Grant.

The Board may also grant SARs in tandem with Options. SARs entitle the holder to surrender the associated Option in exchange for a cash payment for each SAR being surrendered equal to the amount by which the Fair Market Value of the Common Shares exceeds the Option Exercise Price. The Company, in its discretion, may deliver Common Shares as an alternative to the cash payment.

If the Option Expiry Date would fall within a Blackout Period, the Option Expiry Date will automatically be extended to the date that is 10 Business Days (as defined in the Omnibus Plan) after the date when the Blackout Period ends.

##### Performance Share Units

An PSU is an Award that entitles the Participant to receive, in the discretion of the Board, one Common Share or the equivalent value in cash or a combination of Common Shares (which may be newly issued Common Shares from treasury or Common Shares acquired in the market) and cash for each PSU granted. PSUs are subject to Performance Vesting Conditions, which are Performance Goals established by the Board as conditions to the vesting of PSUs. Performance Goals are based on Performance Measures, which take into account financial or operational matters, shareholder returns and individual performance criteria.

##### Restricted Share Units and Restricted Shares

An RSU is an Award that entitles the Participant to receive, in the discretion of the Board, one Common Share or the equivalent value in cash or a combination of Common Shares (which may be newly issued Common Shares from treasury or Common Shares acquired in the market) and cash. It is generally conditional on continuous employment over a period of time. The vesting period will not be more than three years unless specified otherwise in the terms under which the RSUs are granted.

A Restricted Share is a newly issued Common Share that is generally subject to a restriction on transfer, which may not be more than three years unless specified otherwise.

##### Deferred Share Units

A DSU is an Award attributable to a Participant's duties as a non-executive director of a Participating Company who is not otherwise an employee of a Participating Company that, on settlement, entitles the Participant to receive one Common Share for each DSU or the cash equivalent or a combination of Common Shares (which may be newly issued Company from treasury or Common Shares acquired in the market) and cash.

DSUs vest at the time of grant unless specified otherwise and are settled after termination of the director's services with the Company. Participants must elect annually to take at least 50% and may take up to 100% of their annual base compensation in DSUs. The number of DSUs to which each director is entitled is determined by the Fair Market Value of the Common Shares. Fair Market Value is (i) if the Common Shares are listed on an Exchange, the volume-weighted average trading price of the Common Shares on the Exchange with the greatest volume of trading over the applicable period, for the five trading days immediately preceding the grant date or if there is no reported sale price at which the Common Shares traded on an Exchange during such period, the average of the closing bid and ask prices (on the Exchange with the narrowest such bid-ask spread) for the trading day immediately preceding the grant date; or (ii) if the Common Shares are not listed on an Exchange, the value as determined by the Board in good faith. Following a Participant's DSU Termination Date, it may elect to settle DSUs by giving notice to the Company at any time up to December 15 of the year after the year that includes the Participant's DSU Termination Date, and the Company will settle the DSUs within 30 days after receipt of the notice.

#### Other Awards

Under the Omnibus Plan, the Board has the discretion to grant other types of Awards that may derive their value from the Common Shares or a business unit or division of the Company or one of its subsidiaries. The granting of these types of Awards is subject to Exchange approval.

#### *Dividends*

Subject to approval of the Board, if the Company pays a dividend on the Common Shares, holders of DSUs, PSUs and RSUs will be credited with additional DSUs, PSUs or RSUs, respectively, equal to the amount of the dividend based on the Fair Market Value of the Common Shares at the time the dividend is paid. The additional DSUs, PSUs and RSUs will be subject to the same vesting conditions as apply to the related DSUs, PSUs and RSUs, respectively.

#### *Effect of Termination on Awards*

##### 1. Termination of Employment for Cause

Any unvested Awards and vested Options will terminate and the Participant will cease to have any rights in relation to those Awards.

##### 2. Termination of Employment Without Cause

Any unvested Awards will terminate and the Participant will cease to have any rights in relation to those Awards. In the case of vested Options, the Participant will have the lesser of (i) 90 days after termination and (ii) the remaining term of the Options to exercise those Options.

##### 3. Voluntary Resignation

Any unvested Awards will terminate and the Participant will cease to have any rights in relation to those Awards. In the case of vested Options, the Participant will have the lesser of (i) 90 days after resignation and (ii) the remaining term of the Options in which to exercise those Options.

##### 4. Retirement

Any unvested Awards (other than Options) will terminate and the Participant will cease to have any rights in relation to those Awards. In the case of Options, (i) any unvested Options will automatically vest on Retirement and (ii) the Option Expiry Date of vested Options (including those vested under clause (i)) will be the earlier of (1) the date specified in the applicable Option Agreement and (2) one year after Retirement.

5. Death or Disability

Any unvested Awards (other than Options) will vest on a proportionate basis based on the date of death or Disability. In the case of Options, (i) any unvested Options will automatically vest on death or Disability and (ii) the Option Expiry Date of vested Options (including those vested under clause (i)) will be the earlier of (1) the date specified in the applicable Option Agreement and (2) one year after death or Disability.

*Change of Control*

The Board has broad powers in the case of a prospective Change of Control to protect Participants by terminating the Omnibus Plan and accelerating the vesting of Awards or modifying the terms of Awards to permit Participants to participate in the Change of Control transaction.

*Transfers of Awards*

The Omnibus Plan limits the ability of Participants to transfer their Awards.

*Amendments and Termination*

The Board may amend, suspend or terminate the Omnibus Plan and any Award Agreement and outstanding Awards, or any part of the Omnibus Plan or any Award Agreement or Award, at any time and for any purpose, without notice to or approval of any person, including the shareholders of the Resulting, except where required by law, including the rules, regulations and policies of an Exchange.

Without limiting the foregoing, the Board may make the following types of changes or amendments to the Omnibus Plan or any Award Agreement or Award without seeking shareholder approval:

- (a) amendments of a “housekeeping” or administrative nature, including any amendment to cure any ambiguity, error or omission in the Omnibus Plan or any Award Agreement or to correct or supplement any provision of the Omnibus Plan or any Award Agreement that is inconsistent with any other provision of the Omnibus Plan or other Award Agreement;
- (b) amendments necessary to comply with applicable laws or regulations, including the rules, regulations and policies of an Exchange;
- (c) amendments necessary for the Omnibus Plan or any Awards to comply with or to qualify for favourable treatment under applicable tax laws or regulations;
- (d) amendments to, or waivers of, the vesting provisions or other conditions of the Omnibus Plan or any Award;
- (e) amendments to the termination or early termination provisions of any Award (including any Award held by an Insider (as defined in the Omnibus Plan)) that does not entail an extension beyond the original expiry date of that Award;
- (f) amendments to change any restrictions on the entitlement to or eligibility for Awards;
- (g) amendments or changes to the process by which any Participant is entitled to exercise any Award, including to the form of notice of exercise of any Award, and the place where those notices are to be delivered; and

- (h) amendments necessary to suspend or terminate the Omnibus Plan or any Award Agreement or Award.

Shareholder approval will be required for the following amendments:

- (a) amendments to the number of Common Shares issuable under the Omnibus Plan, including an increase to a fixed maximum percentage of Common Shares or a change from a fixed maximum percentage of Common Shares to a fixed maximum number of Common Shares;
- (b) amendments to remove or increase the insider participation limits in section 3.5 of the Omnibus Plan;
- (c) amendments to remove or increase the participation limits in section 3.4(3) of the Omnibus Plan while the Common Shares are listed on the TSX-V;
- (d) amendments to extend the term of an Award held by an Insider (as defined in the Omnibus Plan) beyond the original expiry date, except as provided in subsection 6.3(2) of the Omnibus Plan;
- (e) amendments to the transferability of assignability of an Award pursuant to subsection 3.6(1) of the Omnibus Plan;
- (f) amendments to the amendment provisions in subsection 15.1(3) of the Omnibus Plan; and
- (g) amendments required to be approved by shareholders under applicable law or regulations, including the rules, regulations and policies of an Exchange.

In addition, disinterested shareholder approval is required under the Omnibus Plan for any reduction of the Option Exercise Price of an Option, other than under section 16.1 of the Omnibus Plan, if the Participant holding such Company Option is an Insider (as defined in the Omnibus Plan) at the time of the proposed amendment.

#### *Clawback*

The Board has the power to require reimbursement of any of any amount paid to a Participant in respect of an Award, to reduce the value of any unvested Award or to terminate an outstanding Award in various circumstances, including where the Participant has breached a confidentiality, non-competition or non-solicitation obligation or has engaged in conduct that causes material financial or reputational harm to the Company.

#### *Rolling Plan*

The Company has a “rolling” stock option plan (the “**Rolling Plan**”) that authorizes the Board to grant, in its absolute discretion, Options to directors, officers, employees or consultants on such terms, limitations, conditions and restrictions as it deems necessary and advisable. Since the approval of the Omnibus Plan on June 29, 2021, no further grants were or will be made under the Rolling Plan. Outstanding Options under the Rolling Plan will remain outstanding in accordance with their terms.

The Options granted under the Rolling Plan comply with the rules and regulations of the TSX-V regarding share incentive arrangements. The Rolling Plan contains no vesting requirements except as to Options granted to Persons engaged in Investor Relations Activities (as defined in the Rolling Plan) but permits the Board to specify a vesting schedule at its discretion.

Options may be granted for a maximum term of ten years. Options may be exercised the greater of the term of the Option and 90 days following cessation of the optionee's position with the Company, provided that if the cessation of office, directorship, consulting arrangement or employment is by reason of death, the Option may be exercised within a maximum period of one year after such death, subject to the earlier expiry date of such Option. In the situation of Options granted to Persons engaged in Investor Relations Activities, the Options granted to this individual will expire 30 days following the optionee ceasing to provide such services.

The exercise price of any Options granted under the Rolling Plan will be determined by the Board, in its discretion, but shall not be less than the closing price of the Common Shares on the day preceding the date of grant, less any discount permitted by the TSX-V. Options granted under the Rolling Plan shall not be subject to any resale restrictions imposed by the TSX-V unless granted to directors or officers or at the maximum discount permitted by the TSX-V.

Options are non-assignable and non-transferable (subject to Options being exercisable by the optionee's heirs or administrator).

### **Consulting Agreements and Termination and Change of Control Benefits**

The Company has entered into a consulting agreement with each member of the senior management team.

#### Jeffrey Bacha

On January 15, 2021, the Company entered into a consulting agreement (the "**Bacha Consulting Agreement**") with Mr. Bacha, pursuant to which Mr. Bacha serves as the Executive Chairman of the Company. Pursuant to the terms and conditions of the Bacha Consulting Agreement, Mr. Bacha will receive an annual retainer of \$120,000 plus applicable GST (the "**Bacha Consulting Fee**") and Options to purchase Common Shares. In addition, Mr. Bacha is eligible for a cash performance bonus payable annually at the sole discretion of the Board.

In the event that the Bacha Consulting Agreement is terminated by the Company without cause by delivering written notice to Mr. Bacha, Mr. Bacha is entitled to the following amounts, payable in a lump sum: (i) the pro-rated proportion of the Bacha Consulting Fee owing at the date of such termination; (ii) the reimbursement of expenses related to the performance of duties as Executive Chairman; and (iii) the pro-rated proportion of any cash performance bonus payable by the Company (collectively, the "**Bacha Termination Payment**"). In addition, Mr. Bacha has the right to terminate the Bacha Consulting Agreement by delivering 60 days' written notice to the Company and receive the proportioned amount of the Bacha Termination Payment payable by the Company at the date of such termination.

The Bacha Consulting Agreement includes, among other things, provisions regarding confidentiality, non-competition and non-solicitation, as well as an intellectual property assignment to the Company and a non-disparagement obligation. In addition to general terms of non-solicitation, during the term of the Bacha Consulting Agreement and for a period of six months following the termination of the Bacha Consulting Agreement, Mr. Bacha may not solicit any business, or prospective business, and customers of the Company to any entity involved in similar business activities as the Company. In addition, during the term of the Bacha Consulting Agreement and for a period of one year following the termination of the Bacha Consulting Agreement, Mr. Bacha may not solicit any persons employed by the Company. The remedy for the breach of the restrictive covenants in the Bacha Consulting Agreement is an award of damages in addition to any injunctive relief or other equitable relief.

There are no benefits payable by the Company in the Bacha Consulting Agreement following a change of control of the Company, a change in Mr. Bacha's responsibilities or upon Mr. Bacha's retirement.

### Mads Daugaard

On January 15, 2021, the Company entered into a consulting agreement (the “**Daugaard Consulting Agreement**”) with Dr. Daugaard, pursuant to which Dr. Daugaard serves as the President and Chief Scientific Officer of the Company. Pursuant to the terms and conditions of the Daugaard Consulting Agreement, Dr. Daugaard will receive an annual retainer of \$143,640 plus applicable GST (the “**Daugaard Consulting Fee**”) and Options to purchase Common Shares. In addition, Dr. Daugaard is eligible for a cash performance bonus up to one-third of the pro-rated Daugaard Consulting Fee, payable annually at the sole discretion of the Board.

In the event that the Daugaard Consulting Agreement is terminated by the Company without cause by delivering written notice to Dr. Daugaard, Dr. Daugaard is entitled to the following amounts, payable in a lump sum: (i) the pro-rated proportion of the Daugaard Consulting Fee owing at the date of such termination; (ii) the reimbursement of expenses related to the performance of duties as President and Chief Scientific Officer, provided monthly expenses exceeding \$250 are pre-approved by the Company; and (iii) the pro-rated proportion of any cash performance bonus payable by the Company (collectively, the “**Daugaard Termination Payment**”). In addition, Dr. Daugaard has the right to terminate the Daugaard Consulting Agreement by delivering 60 days’ written notice to the Company and receive the proportioned amount of the Daugaard Termination Payment payable by the Company at the date of such termination.

The Daugaard Consulting Agreement includes, among other things, provisions regarding confidentiality, non-competition and non-solicitation, as well as an intellectual property assignment to the Company and a non-disparagement obligation. In addition to general terms of non-solicitation, during the term of the Daugaard Consulting Agreement and for a period of six months following the termination of the Daugaard Consulting Agreement, Dr. Daugaard may not solicit any business, or prospective business, and customers of the Company to any entity involved in similar business activities as the Company. In addition, during the term of the Daugaard Consulting Agreement and for a period of one year following the termination of the Daugaard Consulting Agreement, Dr. Daugaard may not solicit any persons employed by the Company. The remedy for the breach of the restrictive covenants in the Daugaard Consulting Agreement is an award of damages in addition to any injunctive relief or other equitable relief.

There are no benefits payable by the Company in the Daugaard Consulting Agreement following a change of control of the Company, a change in Dr. Daugaard’s responsibilities or upon Dr. Daugaard’s retirement.

### John Langlands

On February 4, 2021, the Company entered into a consulting agreement (the “**LACi Consulting Agreement**”) with Langlands & Associates Consulting Inc. (“**LACi**”), pursuant to which Dr. Langlands serves as the Chief Operating Officer of the Company. Pursuant to the terms and conditions of the LACi Consulting Agreement, LACi will receive an annual fee of \$128,000 plus applicable GST (the “**LACi Consulting Fee**”) and Options to purchase Common Shares of the Company. In addition, LACi is eligible for a cash performance bonus up to one-third of the pro-rated LACi Consulting Fee, payable annually at the sole discretion of the Board.

In the event that the LACi Consulting Agreement is terminated by the Company without cause by delivering written notice to LACi, LACi is entitled to the following amounts, payable in a lump sum: (i) the pro-rated proportion of the LACi Consulting Fee owing at the date of such termination; (ii) the reimbursement of expenses related to the performance of duties as Chief Operating Officer, provided monthly expenses exceeding \$250 are pre-approved by the Company; and (iii) the pro-rated proportion of any cash performance bonus payable by the Company (collectively, the “**LACi Termination Payment**”). In addition, LACi has the right to terminate the LACi Consulting Agreement by delivering 60 days’ written notice to the Company and receive the proportioned amount of the LACi Termination Payment payable by the Company at the date of such termination.

The LACi Consulting Agreement includes, among other things, provisions regarding confidentiality, non-competition and non-solicitation, as well as an intellectual property assignment to the Company and a non-disparagement obligation. In addition to general terms of non-solicitation, during the term of the LACi Consulting Agreement and for a period of six months following the termination of the LACi Consulting Agreement, LACi may not solicit any business, or prospective business, and customers of the Company to any entity involved in similar business activities as the Company. In addition, during the term of the LACi Consulting Agreement and for a period of one year following the termination of the LACi Consulting Agreement, LACi may not solicit any persons employed by the Company. The remedy for the breach of the restrictive covenants in the LACi Consulting Agreement is an award of damages in addition to any injunctive relief or other equitable relief.

There are no benefits payable by the Company in the LACi Consulting Agreement following a change of control of the Company, a change in Dr. Langlands' responsibilities or upon Dr. Langlands' retirement.

#### David Hyman

On February 1, 2021, the Company entered into a consulting agreement (the "**Tandem Consulting Agreement**") with Tandem Innovation Group Inc. ("**Tandem**"), pursuant to which Mr. Hyman serves as the Chief Financial Officer of the Company. Pursuant to the terms and conditions of the Tandem Consulting Agreement, Tandem will receive a monthly fee of \$10,000 plus applicable GST (the "**Tandem Consulting Fee**") and the reimbursement of expenses incurred on behalf of the Company, provided expenses over \$250 are pre-approved by the Company.

In the event that the Tandem Consulting Agreement is terminated by the Company or Tandem with or without cause by delivering written notice to the other party, Tandem is entitled to recover the fees and expenses incurred up to the end of the notice period together with reasonable fees and expenses incurred to bring the Tandem Consulting Agreement to an end. In addition, Tandem may suspend performance of the services in the Tandem Consulting Agreement, upon seven days prior notice to the Company, if the Company fails to pay any amount owing under the Tandem Consulting Agreement.

The Tandem Consulting Agreement includes, among other things, provisions regarding confidentiality and intellectual property rights. In addition to general terms of intellectual property rights, Tandem retains all copyright and other intellectual property rights in everything developed either before or during the course of the Tandem Consulting Agreement.

There are no benefits payable by the Company in the Tandem Consulting Agreement following a change of control of the Company, a change in Mr. Hyman's responsibilities or upon Mr. Hyman's retirement.

#### Estimated Incremental Payments

The estimated amounts payable under various termination scenarios as of the date of this Circular are outlined in the table below:

Name and Principal Position	Termination Without Cause	Termination Without Cause on a Change of Control
Jeffrey Bacha Executive Chairman	Nil	Nil
Dr. Mads Daugaard President and Chief Executive Officer	Nil	Nil
Dr. John Langlands Chief Operating Officer	Nil	Nil
David Hyman Chief Financial Officer	Nil	Nil

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

The Board determines NEO compensation at the time of the engagement of a NEO, and subsequently reviews compensation payable to a NEO at the direction of the Board from time to time. The objectives of the Company's executive compensation policy are to attract and retain individuals of high caliber to serve as officers of the Company, to motivate their performance in order to achieve the Company's strategic objectives and to align the interest of executive officers with the long-term interests of the shareholders. The Company's primary compensation policy is to pay for performance and, accordingly, the performance of the Company and its NEOs are both examined by the Board.

The Company pays base compensation in the form of management fees or salaries to its NEOs that is competitive with that of comparable companies in the pharmaceutical industry. The base compensation payable to the NEOs was determined at the time each entered into their respective management services or employment agreement with the Company.

Their respective base compensation was objectively determined by the Board comparing the base compensation of each respective NEO with that of executive officers of comparable companies in the pharmaceutical industry.

### Director Compensation

The Board as a whole determines director compensation from time to time. Directors are entitled to be reimbursed for reasonable expenditures incurred in performing their duties as directors, and the Company may, from time to time, grant to its directors incentive stock options to purchase shares of the Company. The Company currently relies solely on discussion without any formal objectives, criteria and analysis to determine the number of Options, and the terms and conditions of such Options, to be granted to the directors and officers of the Company in accordance with the policies of the TSX-V and the Option Plan. The Board also takes into consideration the number and value of outstanding Options already held by each optionholder when determining Option grants.

### Pension Disclosure

The Company has no pension or deferred compensation plans for its directors or NEOs.

## SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLAN

The following table sets out equity compensation plan information as at the end of the Company's most recently completed financial year:

<b>Plan Category</b>	<b>Number of securities to be issued upon exercise of outstanding Options (a)</b>	<b>Weighted-average exercise price of outstanding Options (b)</b>	<b>Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)</b>
Equity compensation plans approved by securityholders	5,651,500	0.20	1,331,450
Equity compensation plans not approved by securityholders	Nil	Nil	Nil
<b>Total</b>	5,651,500	0.20	1,331,450

## OTHER INFORMATION

### Indebtedness of Directors and Executive Officers

No director or executive officer and no former or proposed director or executive officer of the Company or any of their associates is, or at any time since the beginning of the most recently completed financial year, has been, indebted to the Company or indebted to another entity where such indebtedness is or was the subject of a guarantee, support agreement, letter of credit or similar arrangement or understanding provided by the Company.

### Interest of Informed Persons in Material Transactions

Other than as set forth herein or in the Filing Statement, no person who has been a director or executive officer of the Company at any time since the commencement of the Company's most recently completed financial year, nor any proposed nominee for election as a director of the Company, nor any associate or affiliate of the foregoing, nor any informed person (as defined in applicable securities legislation) has any material interest, direct or indirect, in any transaction since the commencement of the Company's most recently completed financial year or in any proposed transaction which has materially affected or would materially affect the Company or any of its subsidiaries.

### Corporate Governance

The discussion of the Company's governance practices required by National Instrument 58-101 – Disclosure of Corporate Governance Practices is attached to this Circular as Schedule "A".

## AUDIT COMMITTEE INFORMATION

### Audit Committee Charter

The primary function of the Audit Committee is to assist the Board in fulfilling its oversight responsibilities with respect to the quality and integrity of the consolidated financial statements of the Company; appointing and overseeing the external auditors and reviewing the qualifications and independence of the external auditors; reviewing the performance of the external auditors; ensuring compliance by the Company with all legal and regulatory requirements for audit and related financial functions of the Company; reviewing financial information contained in public filings of the Company; reviewing earnings announcements of the Company prior to release to the public; monitoring the Company's systems of and compliance with internal financial controls; reviewing the Company's auditing, accounting and financial reporting processes; and dealing with all complaints regarding accounting, internal accounting controls and auditing matters. The Audit Committee Charter is attached as Schedule "B".

### Composition of Audit Committee

The Audit Committee consists of Mr. Michael Liggett, Mr. Jeffrey Bacha and Mr. Alfredo De Lucrezia. Mr. Liggett and Mr. De Lucrezia are the non-executive officers, employees or control person members of the Audit Committee. Our Board has determined that Mr. Liggett is "independent" as such term is defined in National Instrument 52-110 – *Audit Committees* ("NI 52-110"). In addition, our Board has determined that each member of the Audit Committee is "financially literate" under NI 52-110.

### Relevant Education and Experience

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 member is described below:

### ***Michael Liggett***

Michael Liggett has over 18 years of financial experience in public companies, completing over \$300 million in equity and debt financing and approximately \$200 million in merger and acquisition transactions. Previously, Mr. Liggett acted as Chief Financial Officer of Eacom Timber Corporation (“**Eacom**”), a start-up softwood lumber company listed on the TSX-V. Prior to Eacom, Mr. Liggett acted as the Chief Financial Officer of Inflazyme Pharmaceuticals Ltd. (“**Inflazyme**”), an early-stage company focused on research and development for new drugs in inflammation. At Inflazyme, Mr. Liggett structured the largest life sciences strategic partnership in Canada at that time and completed over \$100 million in private placements and secondary offerings and listed the company on the Toronto Stock Exchange. Mr. Liggett is a Chartered Professional Accountant and worked for PwC prior to joining Inflazyme.

### ***Jeffrey Bacha***

Jeffrey Bacha currently serves as chief executive officer of Edison Oncology Holding Corp. a company he co-founded in 2018 to develop and commercialize new cancer treatments. From 2010 to 2017, Mr. Bacha served as chief executive office and chairman of DelMar Pharmaceuticals (now Kintara Therapeutics, Inc., NASDAQ: KTRA) a company he co-founded in 2010. Mr. Bacha and led the company’s growth from founding through initiation of pivotal registration-directed clinical trials and its listing on NASDAQ. Since 2005 until founding Del Mar Pharmaceuticals, Mr. Bacha has consulted with a number of life sciences companies and served as Executive Vice President, Corporate Affairs and Chief Operating Officer of Clera Inc. From 2002 through 2005 Mr. Bacha served as Founding CEO of Inimex Pharmaceuticals, where he was responsible for establishing the company’s research & development team and leading venture capital financing and grant funding efforts which raised more than \$35 million to support the company’s research programs. From 1999 to 2002, Mr. Bacha served as vice president, corporate development of Inflazyme Pharmaceuticals Ltd. Prior to his operating roles, Mr. Bach served as senior manager and director of KPMG Health Ventures. He holds an MBA from the Goizueta Business School at Emory University and a degree in BioPhysics from the University of California, San Diego.

### ***Alfredo De Lucrezia***

Mr. De Lucrezia is an experienced businessman who has founded a number of publicly listed companies. From 2013 – 2016, Mr. De Lucrezia was CEO, CFO, President and Director of Manera Capital Corp. (now GT Gold Corp.). He also founded Califfi Capital Corp., and has been its CEO since 2017, as well as Vincero Capital Corp. Mr. De Lucrezia has been a director and/or officer for reporting issuers over the past 25 years, culminating in a wealth of experience in board management, company growth, and strategy. Currently, Mr. De Lucrezia manages a multi-million dollar real estate and business portfolio of private companies. He obtained a Business Administration Diploma from Capilano College in 1988.

### **Audit Committee Oversight**

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

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

The Audit Committee has not adopted specific policies and procedures for the engagement of non-audit services.



## SCHEDULE “A”

### CORPORATE GOVERNANCE PRACTICES

The following is an overview of the Company’s corporate governance practices. In addition to the disclosure provided below, the audit committee charter is attached as Schedule “B” to this Circular.

#### Board of Directors

The board of directors of the Company (the “Board”) encourages sound and comprehensive corporate governance policies and practices designed to promote the ongoing development of the Company. The Board is currently composed of five directors, three of whom are independent directors. A board member is “independent” if he has no direct or indirect material relationship with the Company. An individual who has been an employee or executive officer of the Company within the last three years is considered to have a material relationship with the Company.

After having examined the roles and relationships of each of the directors, the Board has determined that the following members of its current board of directors are independent: Dr. Dennis Brown and Michael Liggett. The following two directors are considered not independent as a result of the positions indicated in parentheses following each name: (i) Jeffrey Bacha (Executive Chairman of the Company); and (ii) Alfredo De Lucrezia (Chief Executive Officer of the Company within the last three years).

#### Directorships

The following table provides a summary of other reporting issuers that the directors of the Company are directors of:

<b>Board Member</b>	<b>Reporting Issuer</b>
Jeffrey Bacha	Sernova Corp.
Dr. Dennis Brown	None
Alfredo De Lucrezia	Califfi Capital Corp.
Michael Liggett	iCo Therapeutics Inc.

#### Orientation and Continuing Education

It is the mandate of the Governance and Nomination Committee to ensure that a process is established for the orientation and education of new directors which addresses the nature and operation of the Company’s business and their responsibilities and duties as directors (including the contribution individual directors are expected to make and the commitment of time and resources that the Company expects from its directors). The Governance and Nomination Committee is also responsible for ensuring that directors receive adequate information and continuing education opportunities on an ongoing basis to enable directors to maintain their skills and abilities as directors and to ensure their knowledge and understanding of the Company’s business remains current.

#### Ethical Business Conduct

The Company is committed to maintaining the highest standards of corporate governance and this philosophy is communicated by the Board to management, and by management to employees, on an ongoing basis. Given the Company’s relatively small workforce, the Board has not considered it necessary to adopt a formal code of business conduct and ethics or whistleblower policy, but will regularly consider whether it would be advisable to adopt such a code or policy in the future.

## **Nomination of Directors**

It is the mandate of the Governance and Nomination Committee to identify, in consultation with the Executive Chairman, and recommend qualified candidates for the Board. In assessing whether identified candidates are suitable for the Board, the Governance and Nomination Committee considers: (i) the competencies and skills considered necessary for the Board as a whole; (ii) the competencies and skills that the existing directors possess and the competencies and skills nominees will bring to the Board; and (iii) whether a nominee can devote sufficient time and resources to his or her duties as a member of the Board. In addition, the Governance and Nomination Committee assesses the participation, contribution and effectiveness of the individual members of the Board on an annual basis.

## **Compensation**

Compensation matters are currently determined by the entire Board. The Board is responsible for reviewing the compensation plans and severance arrangements for management, to ensure they are commensurate with comparable companies. The Board will ensure that the Company has a plan for the continuity of its officers and a compensation plan that is motivational and competitive.

Notwithstanding the foregoing, the Board has established and may establish in the future an *ad hoc* compensation committee if and when the compensation of Jeffrey Bacha, the Company's Executive Chairman, is reviewed. This review is conducted in the context of the services that Mr. Bacha provides in the context of market rates for persons of similar qualifications performing similar services. Once the *ad hoc* compensation committee has finished its review, it submits its recommendation to the Board for final approval. In connection with the Board's final approval, Mr. Bacha will declare his interest in the matter to the Board and recuse himself from voting on his compensation.

## **Assessments**

It is the Board's mandate, in conjunction with the Governance and Nomination Committee, to assess the participation, contributions and effectiveness of the Executive Chairman and the individual members of the Board on an annual basis. The Board also monitors the effectiveness of the Board and its committees and the actions of the Board as viewed by the individual directors and senior management.

## **SCHEDULE “B”**

### **AUDIT COMMITTEE CHARTER**

#### **Purpose**

The audit committee (the “Committee”) of Rakovina Therapeutics Inc. (the “Company”) is responsible for ensuring accounting integrity and solvency. The Committee is also responsible for ensuring the appropriateness of insurance, investment of liquid funds, information security policies, material contracts and events that could lead to material liabilities. The Committee will assist the board of directors of the Company (the “Board”) in fulfilling its oversight responsibilities by:

- reviewing the integrity of the consolidated financial statements of the Company;
- appointing and removing (subject to shareholder ratification if required), determine funding for, and oversee the external auditors and reviewing the external auditors’ qualifications and independence;
- reviewing the performance of the Company’s external auditors;
- in conjunction with the Chief Financial Officer, reviewing the timely compliance by the Company with all legal and regulatory requirements for audit and related financial functions of the Company;
- in conjunction with the Chief Financial Officer, reviewing financial information contained in public filings of the Company prior to filing;
- in conjunction with the Chief Financial Officer, reviewing earnings announcements of the Company prior to release to the public;
- in conjunction with the Chief Financial Officer, reviewing the Company’s systems of and compliance with internal financial controls;
- in conjunction with the Chief Financial Officer, reviewing the Company’s auditing, accounting and financial reporting processes;
- dealing with all complaints brought to the attention of the audit committee regarding accounting, internal accounting controls and auditing matters; and
- dealing with any issues that result from the reviews set forth above.

#### **Membership and Reporting**

The Committee will be comprised of directors and will have a minimum of three members. All members of the Committee must have a working familiarity with basic finance and accounting practices and be able to read and understand financial statements.

Appointments and replacements to the Committee will be made by the Board and will be reviewed on an annual basis. The Board will provide for continuity of membership, while at the same time allowing fresh perspectives to be added.

The chairman of the Committee (the “Chairman”) will be appointed by a majority vote of the Board on an annual basis.

The Committee will report to the Board, at the next scheduled meeting of the Board, the proceedings of the Committee and any recommendations made by the Committee.

Each member of the Committee will be “financially literate”, as such term is defined in National Instrument 52-110”.

The external auditors will report directly to the Committee.

### **Terms of Reference**

1. The Committee is responsible for overseeing the work of the external auditors and will communicate directly with the external auditors as required.
2. The Committee will meet as required, but at least once quarterly (to review the quarterly financial statements, management accounting, management discussion and analysis (“**MD&A**”) and any related press release before such documents are presented to the Board or filed with regulatory authorities, as the case may be). Special meetings of the Committee will be authorized at the request of any member of the Committee or at the request of the Company’s external auditors. The external auditors will be informed about, and can attend, meetings of the Committee as deemed appropriate by the Chairman of the Committee. Provision will be made to meet privately with external auditors on a quarterly basis and to meet privately with management at least once per annum.
3. The Committee will review, with the external auditors, the results of the external audit and any changes in accounting practices or policies and the financial statements impact thereof. In addition, the Committee will review any accruals, provisions, or estimates that have a significant effect upon the financial statements as well as other sensitive matters such as disclosure of related party transactions.
4. The Committee will review and approve interim financial statements, MD&A and any related press release on behalf of the Board and sign a resolution to that effect.
5. In addition, the Committee will review other financial statements, information and documents that require the approval of the Board. These will include year-end audited statements, year-end MD&A, statements in prospectuses and other offering memoranda and statements required by regulatory authorities. The Committee will sign a resolution to the effect that such financial statements, information or documents that are being presented to the Board are satisfactory, and recommend their approval.
6. The Committee will review and discuss with management and the external auditors any major issue as to the adequacy and effectiveness of internal controls over the accounting and financial reporting systems of the Company, either directly, or through the external auditors or other advisors and obtain and review a report from the external auditors, at least annually, regarding same; and the Committee will review and discuss with management and the external auditors any special steps adopted in light of material internal control deficiencies and the adequacy of disclosures about changes in internal controls over financial reporting.
7. The Committee will review any policies and practices developed by the Company regarding the regular examination of officers’ expenses and perquisites, including the use of the assets of the Company.
8. The Committee will review the basis and amount of the external auditors’ fees and pre-approve all auditing services and permitted non-audit services.

9. The Committee will consider whether the external auditors should be re-appointed and make recommendations to the Board. At least on an annual basis, the Committee will evaluate the qualifications, performance and independence of the external auditors and the senior audit partners having primary responsibility for the audit, including considering whether the auditors' quality controls are adequate.
10. The Committee will pre-approve the appointment of the external auditors for all accounting services, internal control related services and permitted non-audit services to be provided to the Company. The Committee may establish policies and procedures, from time to time, pre-approving the appointment of the external auditors for certain non-audit services. In addition, the Committee may delegate to one or more members the authority to pre-approve the appointment of the external auditors for any non-audit service to the extent permitted by applicable law, provided that any pre-approvals granted pursuant to such delegation will be reported to the full Committee at its next scheduled meeting.
11. The Committee will review and approve the Company's hiring of partners and employees of the external auditors of the Company.
12. The Committee will establish procedures for the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls or auditing matters and for the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters.
13. The Committee will review and reassess the adequacy of this mandate annually.
14. The Committee has the authority, to the extent it deems necessary or appropriate, to retain independent legal, accounting or other advisors ("**Advisors**"). The Company will provide appropriate funding, as determined by the Committee, for payment of compensation to the external auditors for the purpose of rendering or issuing an audit report and to any Advisors employed by the Committee.
15. The Committee will issue any necessary reports required of the Committee to be included in the Company's annual proxy statement. The Committee will review and recommend to the Board the approval of all documents filed with securities regulatory authorities.
16. The Committee will approve all related party transactions brought to the attention of the Committee.
17. The Committee will discuss with management and the external auditors any correspondence with regulators or governmental agencies and any published reports that raise material issues regarding the Company's financial statements or accounting policies.
18. The Committee will receive from the external auditors a formal written statement delineating all relationships between the external auditors and the Company and will actively engaging in a dialogue with the external auditors with respect to any disclosed relationships or services that may impact the objectivity and independence of the external auditors.

**SCHEDULE "C"**

**AMENDED AND RESTATED OMNIBUS EQUITY INCENTIVE PLAN OF RAKOVINA  
THERAPEUTICS INC.**

(Please see attached)

**RAKOVINA THERAPEUTICS INC.**  
**Omnibus Equity Incentive Plan**

June 21, 2021

as amended and restated on [●], 2022 and approved

by shareholders on [●], 2022

## **PART 1. PURPOSE**

### **1.1 Purpose**

The purpose of this Plan is to advance the interests of Rakovina Therapeutics Inc. (the “**Company**”) and its Subsidiaries (as defined herein) by enhancing their ability (i) to attract, motivate and retain employees, Officers and Directors, (ii) to reward them for their contributions to the business, (iii) to encourage them to take into account the long-term financial performance of the business and the creation of shareholder value through their participation in the Company’s equity, and (iv) to compensate Consultants (as defined herein).

## **PART 2. DEFINITIONS AND INTERPRETATION**

### **2.1 Definitions**

In this Plan:

“**Affiliate**” means, in respect of a Person: (a) another Person that is a Subsidiary of such Person; (b) another Person of which such Person is a Subsidiary and (c) another Person under common Control with such Person.

“**Alternative Awards**” has the meaning attributed to it in section 14.2.

“**Applicable Withholding Taxes**” means any taxes, source deductions or other amounts that the Company is required by law to withhold from any amounts to be paid or credited or to remit to any governmental entity in connection with the grant or settlement of an Award under this Plan.

“**Award**” means any Deferred Share Unit, Option, Performance Share Unit, Restricted Share, Restricted Share Unit, Stock Appreciation Right or Other Share-Based Award granted under this Plan.

“**Award Agreement**” means an agreement evidencing an Award, including a DSU Agreement, Option Agreement, PSU Agreement, Restricted Share Agreement or RSU Agreement.

“**Blackout Period**” means a period of time when, pursuant to any policies of the Company or other periods as designated by the Company, designated Persons may not trade in securities of the Company, as a result of there being undisclosed material information regarding the Company or its securities.

“**Board**” means the board of Directors of the Company.

“**Business Day**” means any day on which the Exchange is open for trading.

“**Cause**” means (i) if the Participant has a written employment agreement with a Participating Company, “cause”, “just cause” or any other similar term as defined in that agreement, or (ii) if there is no such agreement or definition, means:

- (a) the willful failure by the Participant to perform his or her duties with respect to a Participating Company;

- (b) theft, fraud, dishonesty or misconduct by the Participant involving the property, business or affairs of a Participating Company or in carrying out of the Participant's duties with respect to a Participating Company;
- (c) the material breach by the Participant of his or her employment agreement, including the policies of the Company or a Participating Company;
- (d) the Participant is convicted of or pleads guilty (or "no contest") to a crime that constitutes an indictable offence or felony; or
- (e) any conduct or behaviour which would entitle an employer to terminate the Participant's employment without notice or payment in lieu of notice.

**"Change of Control"** means:

- (a) the acceptance of an offer by a sufficient number of holders of voting securities in the capital of the Company so that the offeror, together with Persons acting jointly or in concert with the offeror, becomes entitled, directly or indirectly, to exercise more than 50% of the voting rights attaching to the outstanding voting securities in the capital of the Company (provided that prior to the offer, the offeror was not entitled to exercise more than 50% of the voting rights attaching to the outstanding voting securities in the capital of the Company);
- (b) the completion of a plan of arrangement, consolidation, reorganization, merger or amalgamation of the Company with or into any other entity, or otherwise resulting in the exchange of the outstanding shares of the Company for securities or other consideration issued or caused to be issued by the acquiring entity or its Subsidiaries, in each case, whereby the voting securityholders of the Company immediately prior to the arrangement, consolidation, reorganization, merger or amalgamation or other exchange of the outstanding shares of the Company receive 50% or less of the voting rights attaching to the outstanding voting securities of the consolidated, merged or amalgamated corporation;
- (c) the completion of a sale lease, transfer or other disposition, in a single transaction or series of related transactions whereby all or substantially all of the undertakings and assets of the Company and its Subsidiaries, on a consolidated basis, become the property of any entity which is not a Subsidiary of the Company; or
- (d) the completion of the exclusive, irrevocable licensing, in a single transaction or series of related transactions, to an any entity which is not a Subsidiary of the Company of all or substantially all of the intellectual property of the Company and its Subsidiaries, on a consolidated basis; and

for greater certainty, unless otherwise determined by the Board of Directors, a Change of Control will not include any transaction where the voting securityholders of the Company immediately prior to the transaction hold 50% or less of the voting rights attaching to the outstanding voting securities in the capital of the Company immediately following the transaction as a result of the issuance from treasury of voting securities or securities convertible into voting securities.

“**Committee**” means the Compensation Committee of the Board or any other committee of the Board that the Board may designate to administer the Plan.

“**Common Shares**” means the common shares of the Company.

“**Company**” means Rakovina Therapeutics Inc.

“**Consultant**” means a Person (other than an employee, Officer or Director of the Company or a Subsidiary) that:

- (a) is engaged to provide on an ongoing *bona fide* basis, consulting, technical, management or other services to the Company or to a Subsidiary of the Company, other than services provided in relation to a distribution (as such term is defined in the *Securities Act* (British Columbia));
- (b) provides the services under a written contract between the Company or the Subsidiary and the individual or the Company, as the case may be; and
- (c) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the affairs and business of the Company or a Subsidiary of the Company,

and includes

- (d) for an individual Consultant, a corporation of which the individual Consultant is an employee or shareholder, and a partnership of which the individual Consultant is an employee or partner; and
- (e) for a Consultant that is not an individual, an employee, executive officer or director of the Consultant, provided that the individual employee, executive officer or director spends or will spend a significant amount of time and attention on the affairs and business of the Company or a Subsidiary of the Company.

“**Control**” means:

- (a) when applied to the relationship between a Person and another Person, the beneficial ownership by that first Person, directly or indirectly, of voting securities in such second Person entitling the holder to exercise control and direction in fact over the activities of such second Person, including by way of electing a majority of the members of the board of the second Person; and
- (b) notwithstanding the foregoing, when applied to the relationship between a Person and a partnership, limited partnership or joint venture, means the contractual right to direct the affairs of the partnership, limited partnership or joint venture; and

provided that a Person who Controls a second Person will be deemed to Control a third Person which is Controlled by such second Person and so on;

“**Date of Grant**” means the date an Award is granted to a Participant as set out in the Participant’s Award Agreement.

**“Deferred Share Unit” or “DSU”** means an Award described in section 5.1.

**“Director”** means a director of the Company from time to time.

**“Disability”** means a long-term disability, as determined by the Board.

**“Discounted Market Price”** has the meaning ascribed to that term in TSXV Policy 1.1, as the same may be amended from time to time, subject to certain adjustments in accordance with TSXV Policy 4.4.

**“DSU Agreement”** means an agreement between the Company and a Participant evidencing an Award of DSUs, together with such schedules, amendments, deletions or changes thereto as are permitted under the Plan.

**“DSU Termination Date”** means the date on which a Participant who holds DSUs ceases to hold any position as an Officer, employee, or Director of the Company or any of its Subsidiaries.

**“Eligible Director”** has the meaning attributed to it in section 5.1.

**“Eligible Person”** means a Director, Officer, individual employed by the Company or any Subsidiary of the Company, Management Company Employee or Consultant.

**“Exchange”** means the TSXV, the Toronto Stock Exchange, The NASDAQ Global Select Market, The NASDAQ National Market, the New York Stock Exchange or any other stock exchange on which the Common Shares are listed and posted for trading or quoted

**“Filing Date”** has the meaning attributed to it in subsection 5.5(1).

**“In-The-Money Amount”** means the product of (a) the amount by which the Market Price of the Common Shares on the date a SAR is exercised exceeds the Option Exercise Price of the related Option and (b) the number of Common Shares underlying the related Option that is being exercised.

**“Insider”** means: (a) a Director or senior officer of the Company, (b) a director or senior officer of a company that is an Insider or Subsidiary of the Company; (c) a Person that beneficially owns or controls, directly or indirectly, non-debt securities of the Company carrying a voting right either under all circumstances or under some circumstances that have occurred and are continuing, which voting securities carry more than 10% of the voting rights attached to all outstanding non-debt securities of the Company carrying a voting right either under all circumstances or under some circumstances that have occurred and are continuing, or (d) the Company itself if it holds any of its own securities.

**“Investor Relations Activities”** has the meaning given to that term in Policy 1.1 – *Interpretation* of the TSXV.

**“Investor Relations Service Provider”** means any Consultant that performs Investor Relations Activities and any Director, Officer, employee or Management Company Employee whose role and duties primarily consist of Investor Relations Activities.

**“Management Company Employee”** means an individual employed by a company providing management services to the Company, which services are required for the ongoing successful operation of the business enterprise of the Company.

**“Market Price”** of the Common Shares on any date means:

- (a) if the Common Shares are listed on the TSXV, the “Market Price” (as such term is defined in TSXV Policy 1.1) of the Common Shares;
- (b) if the Common Shares are listed on an Exchange other than the TSXV, the price determined under the rules of such Exchange; or
- (c) if the Common Shares are not listed on an Exchange, the value as determined by the Board in good faith.

**“Notice of Exercise”** means a notice, substantially in the form attached to an Option Agreement, evidencing the exercise of Options granted to a Participant.

**“Officer”** means an officer of the Company or any Subsidiary of the Company from time to time.

**“Option”** means an Award described in section 6.1.

**“Option Agreement”** means an agreement between the Company and a Participant evidencing an Award of Options, together with such schedules, amendments, deletions or changes thereto as are permitted under the Plan.

**“Option Exercise Price”** means the price at which a Common Share may be acquired on exercise of an Option.

**“Option Expiry Date”** has the meaning attributed to it in subsection 6.3(1).

**“Original Statements”** has the meaning attributed to it in paragraph 16.3(d).

**“Other Share-Based Award”** means an Award granted under section 11.1.

**“Outstanding Issue”** means the number of Common Shares issued and outstanding from time to time (on a non-diluted basis).

**“Participant”** means any Eligible Person to whom an Award has been granted.

**“Participating Company”** means the Company and any of its Subsidiaries or any other Person in which the Company or a Subsidiary holds an interest.

**“Performance Goals”** means the goals established by the Board (based on one or more Performance Measures) as part of the terms of an Award.

**“Performance Measures”** means the measures (other than the mere continuation of employment or passage of time) established by the Board to determine Performance Goals, which may include measures related to financial or operational matters at the Company, a Subsidiary or the Company and one or more Subsidiaries, shareholder returns and individual performance criteria.

**“Performance Period”** means the period established by the Board for which the achievement of Performance Goals is assessed or determined.

**“Performance Share Unit”** or **“PSU”** means an Award described in section 7.1.

**“Performance Vesting Conditions”** means any Performance Goals established by the Board as conditions to the vesting of Awards.

**“Person”** means an individual, corporation, company, cooperative, sole proprietorship, partnership, limited partnership, limited liability partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, trust, trustee, executor, administrator, legal personal representative, estate, unincorporated association, organization or syndicate, entity with juridical personality or governmental authority or body, or other entity, whether or not having legal status, however designated or constituted, and pronouns which refer to a Person shall have a similarly extended meaning.

**“Plan”** means this Omnibus Equity Incentive Plan, as amended or restated from time to time.

**“PSU Agreement”** means an agreement between the Company and a Participant evidencing an Award of PSUs, together with such schedules, amendments, deletions or changes thereto as are permitted under the Plan.

**“PSU Vesting Date”** has the meaning attributed to it in section 7.3.

**“Relevant Equity Recoupment Date”** has the meaning attributed to it in paragraph 16.3(f).

**“Restated Statements”** has the meaning attributed to it in paragraph 16.3(d).

**“Restricted Share”** means an Award described in section 8.1.

**“Restricted Share Agreement”** means an agreement between the Company and a Participant evidencing an Award of Restricted Shares, together with such schedules, amendments, deletions or changes thereto as are permitted under the Plan.

**“Restricted Share Unit”** or **“RSU”** means an Award described in section 9.1.

**“Restrictive Covenant”** has the meaning attributed to it in paragraph 16.3(a).

**“Retire”** or **“Retirement”** means retirement from active employment with a Participating Company at or after age 65 or in other circumstances (such as years of service) as determined by the Board to constitute retirement for purpose of this Plan.

**“RRIF”** means a registered retirement income fund (as defined in the *Income Tax Act (Canada)*).

**“RRSP”** means a registered retirement savings plan (as defined in the *Income Tax Act (Canada)*).

**“RSU Agreement”** means an agreement between the between the Company and a Participant evidencing an Award of RSUs, together with such schedules, amendments, deletions or changes thereto as are permitted under the Plan.

**“RSU Vesting Date”** has the meaning attributed to it in section 9.3.

“**SAR**” means an Award of tandem share appreciation right described in section 10.1.

“**Security Based Compensation Arrangement**” includes any stock option plan, deferred share unit plan, performance share unit plan, restricted share unit plan, stock appreciation right plan, stock purchase plan and/or any other compensation or incentive mechanism involving the issuance or potential issuance of securities of the Company from treasury to a Participant.

“**Subsidiary**” means, in respect of a Person, another Person that is Controlled directly or indirectly by such Person and includes a Subsidiary of that Subsidiary.

“**Termination Date**” means (i) in the case of a Participant (other than a Consultant), the last day on which the Participant actively renders services to the Company or a Subsidiary where it is reasonably expected that no further services will be performed (and excluding any period of statutory, contractual or reasonable notice of termination of employment or any period of salary continuance or deemed employment, except as otherwise expressly required by applicable employment standards legislation), including by reason of death or Disability, but, for greater certainty, a Participant’s absence from active work during a period of vacation, temporary illness, authorized leave of absence, maternity or parental leave or leave on account of Disability shall not be considered to result in a Termination Date, and (ii) in the case of a Consultant who is a Participant, the effective date of termination of the agreement governing its services as a Consultant.

“**TFSA**” means a tax-free savings account (as defined in the *Income Tax Act* (Canada)).

“**TSXV**” means the TSX Venture Exchange.

## **2.2 Interpretation**

(1) References to a “Part”, “section”, “subsection”, “paragraph” or “clause” mean to the specified Part, section, subsection, paragraph or clause of this Plan unless otherwise described.

(2) The table of contents and headings are included for convenience of reference and do not affect the interpretation of this Plan.

(3) Words importing the singular include the plural and *vice versa*.

(4) The words “include” or “including” mean include or including without limitation.

(5) References to a statute, regulation, rule, code, national instrument or policy statement or to a particular section of one of them mean to that statute, regulation, rule, code, national instrument, policy statement or section as amended or superseded from time to time (unless specified otherwise) and references to a statute include any regulations, rules, national instruments or policy statements enacted under that statute.

(6) Where an individual has transferred an Award to an RRIF, RRSP or TFSA or to a corporation of which the individual is the annuitant or (as applicable) the sole shareholder, the individual will be the Participant for the purpose of the definition of “Termination Date” and for the purpose of the death, Disability or Retirement of the Participant.

## **2.3 Governing Law**

The Plan is governed by and will be construed in accordance with British Columbia law, regardless of the citizenship, residence or place of organization of a Participant.

## **2.4 Submission to Jurisdiction**

The Company and each Participant submits to the exclusive jurisdiction of the courts of competent jurisdiction of British Columbia with respect to any action or proceeding arising out of relating in any way to this Plan or any Award Agreement or Award.

## **PART 3. ADMINISTRATION**

### **3.1 Discretion and Authority**

(1) Subject to section 3.2, the Board has the sole and absolute discretion and authority to administer and interpret this Plan, the Award Agreements and the Awards, including:

- (a) to determine the Eligible Persons to whom Awards may be granted;
- (b) to grant Awards and determine their terms, including (i) the number of Awards to be granted, (ii) the timing of grants, including the Date of Grant, (iii) the Option Exercise Price, (iv) the Performance Goals, Performance Measures, Performance Periods and Performance Vesting Conditions, (v) restrictions on transfer, (vi) any other vesting schedule, terms, limitations, restrictions and conditions applicable to Awards, (vii) approving the form of any Award Agreement (not inconsistent with this Plan) to evidence an Award and (viii) the waiver or amendment of any terms of Awards, including expiration of any Awards, accelerating the vesting of any Awards, changing the Performance Vesting Conditions or, subject to the approval of the Exchange where required, substituting other property on the payment or settlement of any Awards;
- (c) to establish, amend and rescind any regulations, rules or guidelines relating to this Plan; and
- (d) to make any other determinations, settle any disputes or take any other action necessary or desirable for the administration of this Plan or any Award Agreement or Award.

(2) Without limiting subsection (1), the Board, in its discretion, may correct any defect or omission or reconcile any inconsistencies in this Plan or any Award Agreement or Award.

(3) The Board's decision with respect to any matter related to this Plan will be conclusive and binding on the Company, the Subsidiaries and all Participants.

(4) The Board's discretion and authority is subject to any mandatory requirements of the Exchange.

### **3.2 Delegation and Liability**

(1) The Board may delegate to the Committee all or some of its powers under this Plan and on other terms as the Board may determine. In that case, references to the “Board” will be deemed to be references to the Committee, to the extent such powers have been delegated. The Board (or the Committee) may delegate the day-to-day administration of this Plan to any one or more Officers of the Company.

(2) None of the members of the Board or the Committee or any other Person acting pursuant to authority delegated by the Board or the Committee will be liable for any action taken (or omitted to be taken) or determination made (or not made) in good faith in connection with this Plan or any Award.

### **3.3 Eligibility**

All Eligible Persons are eligible to participate in this Plan, but eligibility does not confer any right to be granted an Award, which remains in the sole discretion of the Board. Further, the grant of an Award to an Eligible Person shall not entitle such Eligible Person to a future grant of an Award of the same or a different type.

### **3.4 Common Shares Subject to this Plan**

(1) The maximum number of Common Shares issuable under this Plan and any other Security Based Compensation Arrangement may not exceed 10% of the Outstanding Issue.

(2) The Board may not grant an Award that can be settled by an issuance of Common Shares from treasury if it would have the effect of causing the total number of Common Shares subject to that Award to exceed the total number of Common Shares determined under subsection (1).

(3) For as long as the Common Shares are listed on the TSXV:

- (a) unless the Company has obtained the requisite disinterested shareholder approval required under applicable law, the aggregate number of Common Shares issuable pursuant to Awards granted to any one Participant under the Plan (and companies wholly owned by such Participant), together with all other Security Based Compensation Arrangements of the Company, in any 12 month period must not exceed 5% of the Outstanding Issue, calculated as of the Date of Grant to such Participant;
- (b) the aggregate number of Common Shares issuable pursuant to Awards granted to any one Consultant under the Plan, together with all other Security Based Compensation Arrangements of the Company, in any 12 month period must not exceed 2% of the Outstanding Issue, calculated as of the Date of Grant to such Consultant;
- (c) the aggregate number of Common Shares issuable pursuant to Options granted to all Investor Relations Service Providers, in aggregate, under the Plan, together with all other Security Based Compensation Arrangements of the Company, in any

12 month period must not exceed 2% of the Outstanding Issue, calculated as of the Date of Grant to such Investor Relations Service Provider; and

- (d) for Awards granted to employees or Consultants, the Company and the Participant are responsible for ensuring and confirming that the Participant is a *bona fide* employee or Consultant, as the case may be.

(4) This Plan is an “evergreen” plan. Accordingly, Common Shares covered by Awards that are exercised or settled or that expire or are forfeited, surrendered, cancelled or otherwise terminated or lapse for any reason without having been exercised or settled for Common Shares issued from treasury will be available for subsequent grant under this Plan and the number of Common Shares available for issuance under subsection (1) will not be reduced. Also, the number of Common Shares available for issuance increases proportionally if the number of Common Shares outstanding increases.

(5) All dividend equivalent RSUs, PSUs and DSUs shall also be included when computing the total number of Common Shares available for grant under the Plan or any other Security Based Compensation Arrangements of the Company.

### **3.5 Insider Participation Limits**

(1) For as long as the Common Shares are listed on the TSXV, unless the Company has obtained the requisite disinterested shareholder approval required under applicable law:

- (a) the aggregate number of Common Shares issuable pursuant to Awards granted to Insiders (as a group) under the Plan, together with all other Security Based Compensation Arrangements of the Company, must not exceed 10% of the Outstanding Issue at any time; and
- (b) the aggregate number of Common Shares issuable pursuant to Awards granted to Insiders (as a group) under the Plan, together with all other Security Based Compensation Arrangements of the Company, in any 12 month period must not exceed 10% of the Outstanding Issue, calculated as of the Date of Grant to any Insider.

### **3.6 Transfers**

(1) A Participant may not transfer or assign an Award, including by operation of law, except on the death of the Participant, by will or applicable laws of succession, provided that, subject to applicable law, a Participant may designate in writing (on terms specified by the Company) a beneficiary to receive any benefits that are payable under this Plan and any Award on death.

(2) A Participant may not grant a security interest in, pledge or otherwise encumber an Award.

- (3) Any breach of subsection (1) or (2) will result in the Award being void.

### **3.7 Exercise of Awards**

Awards may be exercised only by:

- (a) the Participant to whom the Awards were granted;
- (b) the legal representative of a Participant's estate or other relevant Person under subsection 3.6(1), for up to one year after the Participant's death; and
- (c) on the Participant's incapacity, the legal representative having authority to deal with the Participant's property.

### **3.8 Common Shares**

Common Shares issued by the Company in accordance with this Plan and the Award Agreements will be issued as fully paid and non-assessable.

### **3.9 Fractional Shares**

The Company is not required to issue or purchase any fractional Common Share or Award.

## **PART 4. GRANT OF AWARDS**

### **4.1 General**

(1) Subject to the terms of this Plan, the Board, in its discretion, may grant Awards to Eligible Persons on terms determined by the Board. Each grant will be evidenced by an Award Agreement. Any Officer of the Company is authorized, on behalf of the Company, to execute and deliver an Award Agreement to each Eligible Person to whom Awards have been granted.

(2) Investor Relations Service Providers may only be granted Options under the Plan (and no other forms of Awards). Further, there can be no acceleration of the vesting requirements applicable to Options held by Investor Relations Service Providers without prior written approval of the Exchange.

### **4.2 Restrictions on Grants**

The Board will not grant any Awards (other than DSUs) to directors of a Participating Company who are not also employees of a Participating Company.

## **PART 5. DEFERRED SHARE UNITS**

### **5.1 Nature of DSUs**

(1) A DSU is an Award attributable to a Participant's duties as a non-executive director of Participating Company and who is not otherwise an employee of a Participating Company (an "**Eligible Director**"). Each DSU entitles the Eligible Director to receive one Common Share or the cash equivalent (or a combination of the two) and is payable after the Eligible Director experiences a DSU Termination Date.

(2) Notwithstanding any other provision of the Plan, the value of a DSU shall always depend on the value of shares of the Company or a corporation related to the Company for purposes of the *Income Tax Act* (Canada) and no amount will be paid to, or in respect of, a Participant under the Plan or pursuant to any other arrangement, and no additional DSUs will be granted to any Participant to compensate for a downward fluctuation in the price of the Common Shares or any shares substituted therefore, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose.

## **5.2 Election**

(1) Subject to any alternative arrangements approved by the Board, each Eligible Director must elect to receive at least 50% and up to 100% of his or her base annual compensation in DSUs by giving notice to that effect to the Company by December 15 of the year preceding the year with respect to which the election is made. Where an individual becomes a director for the first time during a year, he or she must make the election with 30 days after becoming an Eligible Director, in which case the election will only apply to periods after the election.

(2) Each election is irrevocable by the Eligible Director with respect to compensation earned during the period to which the election relates.

(3) Notwithstanding subsection 5.2(1), the Company shall not effect any election of an Eligible Director to receive compensation in DSUs (and shall notify any applicable Eligible Director of such determination) where the Board does not believe such action is appropriate having regard for any material information to which the Board may be privy that has not been publicly disclosed.

## **5.3 Number of DSUs**

Each Participant will receive that number of DSUs equal to the quotient of (i) and (ii), where (i) is the dollar amount of compensation payable in DSUs on the date the compensation is payable (which in the ordinary course is expected to be the first Business Day of each month) and (ii) is the Market Price of the Common Shares on the date of payment, rounded down to the nearest whole number.

## **5.4 Vesting of DSUs**

DSUs will vest on the basis specified in the applicable DSU Agreement, provided that, although vesting may be accelerated for a Participant who dies or ceases to be an Eligible Person in connection with a Change of Control, take-over bid, reverse-takeover or other similar transaction, such DSUs may not vest before the date that is one year following the date that such DSUs are granted.

## **5.5 Settlement of DSUs**

(1) Following a Participant's DSU Termination Date, the Participant may elect to settle any vested DSUs by giving notice to the Company at any time up to December 15 of the year after the year that includes the Participant's DSU Termination Date, and if notice is not given it will be deemed to have been given on December 15 (the date the notice is given or deemed to have been given is the "**Filing Date**").

(2) The Company will pay the amount required to settle the DSUs as soon as practicable but not more than 30 days after the Filing Date, in its discretion by:

- (a) issuing to the Participant from treasury that number of Common Shares equal to the number of DSUs being settled, less the number of Common Shares with an aggregate Market Price equal to the Applicable Withholding Taxes in respect of such DSUs, and paying to the applicable tax authorities on behalf of the Participant the amount of the Applicable Withholding Taxes;
- (b) delivering to the Participant that number of outstanding Common Shares equal to the number of DSUs being redeemed, less the number of Common Shares with an aggregate Market Price equal to the Applicable Withholding Taxes;
- (c) delivering to the Participant an amount in cash equal to the product of (i) the number of Common Shares equal to the number of DSUs being settled and (ii) the Market Price of the Common Shares on the Filing Date, less any Applicable Withholding Taxes; or
- (d) a combination of (a), (b) or (c).

## **5.6 DSU Account**

The Company will maintain an account for each Participant and credit the account with the number of DSUs granted to the Participant and cancel any DSUs that are not paid out or fail to vest and record their cancellation in the account.

## **5.7 Additional DSUs**

Subject to the Board's approval, if the Company pays a cash dividend on the Common Shares, the Company will credit the account of each Participant who holds DSUs as of the record date with an additional number of DSUs. The number of additional DSUs to be credited (to be determined as of the dividend payment date) will be equal to the quotient of (i) and (ii), where (i) is the product of (1) the aggregate number of DSUs held by the Participant on the relevant record date and (2) the amount of the dividend paid by the Company on each Common Share, and (ii) is the Market Price of the Common Shares on the dividend payment date. These additional DSUs will be subject to the same terms and conditions, including vesting and settlement terms, as apply to the related DSUs.

## **PART 6. OPTIONS**

### **6.1 Nature of Options**

An Option is a right granted by the Company to a Participant entitling the Participant to acquire, for each Option issued, one Common Share from treasury at the Option Exercise Price.

### **6.2 Option Exercise Price**

The Board will fix the Option Exercise Price of an Option on the Date of Grant. The Option Exercise Price may not be less than the Discounted Market Price of the Common Shares as of that date.

### **6.3 Option Term; Blackout Period**

(1) Subject to subsection (2), each Option will expire on the earlier of (the “**Option Expiry Date**”) (i) the fifth anniversary of the Date of Grant and (ii) the date specified in the Option Agreement. The Company will cancel any unexercised Options.

(2) If the Option Expiry Date would fall within a Blackout Period, such Option Expiry Date shall be automatically extended without any further act or formality to that date which is the 10th Business Day after the end of the Blackout Period, such 10th Business Day to be considered the Option Expiry Date for all purposes under the Plan. Notwithstanding the foregoing, the automatic extension of the Option Expiry Date of a Participant’s Option will not be permitted where the Participant or the Company is subject to a cease trade order (or similar order under applicable Law) in respect of the Company’s securities.

(3) If the Option Expiry Date would fall within a Blackout Period, the Option Expiry Date will automatically be extended to the date that is 10 Business Days after the date when the Blackout Period ends.

### **6.4 Vesting of Options**

(1) Options will vest on the basis specified in the applicable Option Agreement, provided that, although vesting may be accelerated for a Participant who dies or ceases to be an Eligible Person in connection with a Change of Control, take-over bid, reverse-takeover or other similar transaction, such Options may not vest before the date that is one year following the date that such Options are granted.

(2) Notwithstanding subsection 6.4(1), during such time as the Common Shares are listed on the TSXV, any grant of Options to an Investor Relations Service Provider shall vest over a period of at least 12 months, such that:

- (a) no more than 1/4 of the Options vest no sooner than three months after the Date of Grant;
- (b) no more than another 1/4 of the Options vest no sooner than six months after the Date of Grant;
- (c) no more than another 1/4 of the Options vest no sooner than nine months after the Date of Grant; and
- (d) the remainder of the Options vest no sooner than 12 months after the Date of Grant.

### **6.5 Exercise of Options**

(1) Subject to the provisions of this Plan and the applicable Option Agreement, a Participant may exercise a vested Option (in whole or in part) at any time (other than during a Blackout Period) by delivering to the Company a duly signed and completed Notice of Exercise. The Participant will be entitled in the Notice of Exercise to elect (i) a cash exercise by paying the Option Exercise Price in accordance with subsection (2) or (ii) with the consent of the Company,

and other than a Participant who is an Investor Relations Service Provider, in lieu of receiving Common Shares, to receive a cash payment in accordance with subsection (3).

(2) Where the Participant has elected a cash exercise, the Notice of Exercise must include a certified cheque, bank draft or other means of payment acceptable to the Company in an amount equal to the aggregate Option Exercise Price of the Common Shares to be purchased plus any Applicable Withholding Taxes.

(3) Where the Participant, other than an Investor Relations Service Provider, has elected to receive cash in lieu of Common Shares, it must surrender to the Company the applicable number of Options and elect to receive cash equal to the difference between the Market Price of the Common Shares on the date of exercise and the Option Exercise Price in accordance with the following formula, less any Applicable Withholding Taxes:

$$X = Y (A - B)$$

where

X = the amount of the cash payment to be made to the Participant

Y = the number of Common Shares underlying the surrendered Option

A = the Market Price of the Common Shares (if greater than the Option Exercise Price)

B = the Option Exercise Price

## **PART 7. PERFORMANCE SHARE UNITS**

### **7.1 Nature of PSUs**

A PSU is an Award granted to a Participant that is generally conditioned on the achievement of Performance Goals over a Performance Period, subject to satisfying the Performance Vesting Conditions, and that entitles the Participant to receive one Common Share for each PSU or the cash equivalent (or a combination of the two).

### **7.2 Performance Period**

The Board will determine the Performance Period applicable to a PSU, but it may not be more than three years after the Date of Grant unless specified otherwise in the applicable PSU Agreement.

### **7.3 Vesting of PSUs**

PSUs will vest on the achievement of the applicable Performance Vesting Conditions at the end of the applicable Performance Period unless specified otherwise in the applicable PSU Agreement, provided that, although vesting may be accelerated for a Participant who dies or ceases to be an Eligible Person in connection with a Change of Control, take-over bid, reverse-takeover or other similar transaction, such PSUs may not vest before the date that is one year following the date that such PSUs are granted (the "**PSU Vesting Date**").

#### **7.4 Settlement of PSUs**

The Company will pay the amount required to settle all vested PSUs as soon as practicable but not more than 30 days after the applicable PSU Vesting Date, in its discretion by:

- (a) issuing to the Participant from treasury that number of Common Shares equal to the number of PSUs being settled, less the number of Common Shares with an aggregate Market Price equal to the Applicable Withholding Taxes in respect of such PSUs, and paying to the applicable tax authorities on behalf of the Participant the amount of the Applicable Withholding Taxes;
- (b) delivering to the Participant that number of outstanding Common Shares equal to the number of PSUs being settled, less the number of Common Shares with an aggregate Market Price equal to the Applicable Withholding Taxes;
- (c) delivering to the Participant an amount in cash equal to the product of (i) and (ii), where (i) is the number of Common Shares equal to the number of PSUs being settled and (ii) is the Market Price of the Common Shares on the applicable PSU Vesting Date, less any Applicable Withholding Taxes; or
- (d) a combination of (a), (b) or (c).

#### **7.5 PSU Account**

The Company will maintain an account for each Participant's account and credit the account with the number of PSUs granted to the Participant and cancel any PSUs that are not paid out or fail to vest and record their cancellation in the account.

#### **7.6 Additional PSUs**

Subject to the Board's approval, if the Company pays a cash dividend on the Common Shares, the Company will credit the account of each Participant who holds PSUs as of the record date with an additional number of PSUs. The number of additional PSUs to be credited (as of the dividend payment date) will be equal to the quotient of (i) and (ii), where (i) is the product of (1) the aggregate number of PSUs held by the Participant on the relevant record date and (2) the amount of the dividend paid by the Company on each Common Share, and (ii) is the Market Price of the Common Shares on the dividend payment date. These additional PSUs will be subject to the same terms and conditions, including vesting and settlement terms, as apply to the related PSUs.

### **PART 8. RESTRICTED SHARES**

#### **8.1 Nature of Restricted Shares**

A Restricted Share is an Award of Common Shares issued from treasury that is generally subject to a restriction on transfer and a risk of forfeiture when granted.

## **8.2 Restricted Period**

The Board will determine the period during which any restriction on transfer remains in effect, but it may not be more than three years after the Date of Grant unless specified otherwise in the applicable Restricted Share Agreement.

## **8.3 Evidence of Restricted Shares**

The Company will determine the manner in which Restricted Shares will be evidenced, which may include book-entry registration in an account with the Company's registrar and transfer agent.

## **8.4 Rights as a Holder of Restricted Shares**

Subject to the restrictions on transfer and any required approval of the Exchange, the Participant will be treated for all purposes as a shareholder of the Company with respect to the Restricted Shares.

# **PART 9. RESTRICTED SHARE UNITS**

## **9.1 Nature of RSUs**

An RSU is an Award that generally becomes vested (if at all) following a period of continuous employment or other service relationship with a Participating Company and entitles the Participant to receive one Common Share for each RSU or the cash equivalent (or a combination of the two).

## **9.2 Vesting Period**

The Board will determine the vesting period applicable to an RSU, but it may not be more than three years after the Date of Grant unless specified otherwise in the applicable RSU Agreement.

## **9.3 Vesting of RSUs**

RSUs will vest at the end of the applicable vesting period unless specified otherwise in the applicable RSU Agreement, provided that, although vesting may be accelerated for a Participant who dies or ceases to be an Eligible Person in connection with a Change of Control, take-over bid, reverse-takeover or other similar transaction, such RSUs may not vest before the date that is one year following the date that such RSUs are granted (the "**RSU Vesting Date**").

## **9.4 Settlement of RSUs**

The Company will pay the amount required to settle all vested RSUs as soon as practicable but not more than 30 days after the end of the applicable RSU Vesting Date, in its discretion by:

- (a) issuing to the Participant from treasury that number of Common Shares equal to the number of RSUs being settled, less the number of Common Shares with an aggregate Market Price equal to the Applicable Withholding Taxes in respect of such RSUs, and paying to the applicable tax authorities on behalf of the Participant the amount of the Applicable Withholding Taxes;

- (b) delivering to the Participant that number of outstanding Common Shares equal to the number of RSUs being settled, less the number of Common Shares with an aggregate Market Price equal to the Applicable Withholding Taxes;
- (c) delivering to the Participant an amount in cash equal to the product of (i) and (ii), where (i) is the number of Common Shares equal to the number of RSUs being settled and (ii) is the Market Price of the Common Shares on the applicable RSU Vesting Date, less any Applicable Withholding Taxes; or
- (d) a combination of (a), (b) or (c).

## **9.5 RSU Account**

The Company will maintain an account for each Participant's and credit the account with the number of RSUs granted to the Participant and cancel any RSUs that are not paid out or fail to vest and record their cancellation in the account.

## **9.6 Additional RSUs**

Subject to the Board's approval, if the Company pays a cash dividend on the Common Shares, the Company will credit the account of each Participant who holds RSUs as of the record date with an additional number of RSUs. The number of additional RSUs to be credited (as of the dividend payment date) will be equal to the quotient of (i) and (ii), where (i) is the product of (1) the aggregate number of RSUs held by the Participant on the relevant record date and (2) the amount of the dividend paid by the Company on each Common Share, and (ii) is the Market Price of the Common Shares on the dividend payment date. These additional RSUs will be subject to the same terms and conditions, including vesting and settlement terms, as apply to the related RSUs.

## **PART 10. STOCK APPRECIATION RIGHTS**

### **10.1 Nature of SARs**

A SAR is a right granted by the Company in relation to an Option to a Participant entitling the Participant to surrender to the Company the associated Option in exchange for a cash payment (subject to subsection 10.3(2)) equal to the In-The-Money Amount less any Applicable Withholding Taxes.

### **10.2 Granting of SARs**

The Board may grant SARs to a Participant only in connection with the grant of an Option to the same Participant, either at the Date of Grant of the Option or at any time after that date but before the expiry of the Option.

### **10.3 Exercise of SARs**

(1) Subject to the terms of this Plan, a Participant may exercise a SAR only at the same time and to the same extent as the related Option is exercisable. Concurrently with the exercise of a SAR, the Participant must surrender a corresponding portion of the related Option to the Company for cancellation.

(2) On the exercise of a SAR, the Company, in its discretion, instead of making a cash payment, may issue or deliver to the Participant that number of Common Shares equal to the In-The-Money Amount divided by the Market Price of the Common Shares on the date the SAR is exercised, less any Applicable Withholding Tax.

## **PART 11. OTHER SHARE-BASED AWARDS**

### **11.1 General**

Subject any required approval of the Exchange, the Board may grant to Participants, and determine the terms of, any other Awards (i) that may be denominated or payable in, valued in whole or in part by reference to, related to, or otherwise based on, the Common Shares or other securities that derive their value from or affect the value of the Common Shares, (ii) the value and payment of which are contingent on the financial or other performance of the Company, one or more of its Subsidiaries or a particular business unit or part of a business, or (iii) that are Common Shares and not subject to any conditions or restrictions.

## **PART 12. TERMINATION OF EMPLOYMENT – EMPLOYEES**

### **12.1 Application of Part 12**

This Part applies to all Participants other than Eligible Directors and Consultants. All rights or entitlements of a Participant under the Plan, upon a termination of employment for any reason shall be subject to Section 12.7.

### **12.2 Termination of Employment for Cause**

(1) If a Participant's employment or office with a Participating Company is terminated for Cause, or if the Participant resigns in circumstances that would entitle the Participating Company that employs them to terminate their employment for Cause, then:

- (a) any unvested Awards and vested Options held by the Participant on the Termination Date will automatically terminate on the Termination Date and the Participant will cease to have any rights in relation to those Awards; and
- (b) in the case of any vested PSUs, RSUs or other Awards (but not Options) held by the Participant on the Termination Date, the Company will settle those Awards as soon as practicable after the Termination Date in accordance with this Plan.

### **12.3 Termination of Employment Without Cause**

If a Participant's employment or office with a Participating Company is terminated without Cause, then:

- (a) any unvested Awards held by the Participant on the Termination Date will automatically terminate on the Termination Date and the Participant will cease to have any rights in relation to those Awards;
- (b) in the case of any vested Options held by the Participant on the Termination Date, the Participant will have the lesser of (i) 90 days after the Termination Date and (ii)

the remaining term of the Options to exercise those Options in accordance with this Plan, failing which the unexercised Options will automatically terminate and the Participant will cease to have any rights in relation to those Options; and

- (c) in the case of any vested PSUs, RSUs or other Awards held by the Participant on the Termination Date, the Company will settle those Awards as soon as practicable after the Termination Date in accordance with this Plan and no later than the date on which such Awards would have been settled had the Participant not experienced a Termination Date.

#### **12.4 Resignation**

If a Participant resigns (other than due to Retirement) from a Participating Company, then:

- (a) any unvested Awards held by the Participant on the Termination Date will automatically terminate on the Termination Date and the Participant will cease to have any rights in relation to those Awards;
- (b) in the case of any vested Options held by the Participant on the Termination Date, the Participant will have the lesser of (i) 90 days after the Termination Date and (ii) remaining term of the Options to exercise those Options in accordance with this Plan, failing which the unexercised Options will automatically terminate and the Participant will cease to have any rights in relation to those Options; and
- (c) in the case of any vested PSUs, RSUs or other Awards held by the Participant on the Termination Date, the Company will settle those Awards as soon as practicable after the Termination Date in accordance with this Plan, and no later than the date on which such Awards would have been settled had the Participant not experienced a Termination Date.

#### **12.5 Retirement**

If a Participant Retires, then:

- (a) any unvested Awards (other than Options) held by the Participant on the Termination Date will automatically terminate on the Termination Date and the Participant will cease to have any rights in relation to those Awards;
- (b) in the case of Options held by the Participant on the Termination Date, (i) any unvested Options will automatically vest on the Termination Date and (ii) the Option Expiry Date of vested Options (including those vested under clause (i)) will be the earlier of (1) the date specified in the applicable Option Agreement and (2) the date that is one year after the Termination Date; and
- (c) in the case of any vested PSUs, RSUs or other Awards held by the Participant on the Termination Date, the Company will settle those Awards as soon as practicable after the Termination Date in accordance with this Plan, and no later than the date on which such Awards would have been settled had the Participant not experienced a Termination Date.

## 12.6 Death or Disability

If a Participant dies or has a Termination Date in connection with a Disability, then:

- (a) any unvested Awards (other than Options) held by the Participant on the Termination Date will vest on a proportionate basis based on the number of Awards available to vest in the vesting period in which the Termination Date occurs and the ratio that (i) the period from the (1) Date of Grant or (2) last vesting date, as applicable, to the Termination Date is to (ii) the period from the (1) Date of Grant or (2) last vesting date, as applicable, to the next vesting date, and any other unvested Awards will automatically terminate on the Termination Date and the Participant will cease to have any rights in relation to those Awards;
- (b) in the case of Options held by the Participant on the Termination Date, (i) any unvested Options will automatically vest on the Termination Date and (ii) the Option Expiry Date of vested Options (including those vested under clause (i)) will be the earlier of (1) the date specified in the applicable Option Agreement and (2) the date that is one year after the Termination Date; and
- (c) in the case of any vested PSUs, RSUs or other Awards held by the Participant on the Termination Date, the Company will settle those Awards as soon as practicable after the Termination Date in accordance with this Plan, and no later than the date on which such Awards would have been settled had the Participant not experienced a Termination Date.

## 12.7 No Right to Compensation on Forfeiture

For clarification and without limitation, no Participant or former Participant shall be entitled to any current or future Award or any other benefit, payment or right otherwise arising from the Plan after his or her Termination Date except as provided in this Part 12, as otherwise determined by the Board or as expressly required by the minimum applicable requirements contained in applicable employment standards legislation. No damages or compensation shall be payable to any Person in respect of any Award that is not granted, paid, exercised or settled due to a Participant ceasing to actively render services to the any Participating Company for any reason, regardless of whether the Participant's employment is terminated by a Participating Company, lawfully or unlawfully, or whether the Participant's employment is terminated voluntarily by the Participant or involuntarily, except as otherwise expressly required by applicable employment standards legislation

In addition, except as specifically provided in this Part 12 or as otherwise determined by the Board, or as expressly required by applicable employment standards legislation, effective as of a Participant's Termination Date, the Participant shall forfeit all rights and have no entitlements with respect to any outstanding Awards that would vested, or become payable, exercisable or be settled after such date, and for greater certainty, the Participant shall be disentitled to damages as compensation for the loss of the opportunity to vest in respect of any outstanding Awards, exercise any outstanding Options or receive any payment or Common Shares or other compensation that may or would have been paid or issued in respect of an Award during any applicable period of notice of termination of employment, under common law, contract or otherwise, except as expressly required by the minimum applicable requirements contained in applicable employment standards legislation.

## **12.8 Other**

(1) In connection with a Participant's termination of employment, the Company may acquire, settle or redeem Awards for cancellation on terms other than those prescribed in an Award Agreement on terms separately agreed by the Board and the applicable Participant.

(2) Notwithstanding anything to the contrary herein, any Awards granted or issued to any Participant who is a Director, Officer, employee of the Company, Consultant or Management Company Employee must expire within a reasonable period, not exceeding 12 months, following the date the Participant ceases to be an Eligible Person under the Plan.

## **PART 13. GENERAL MATTERS APPLICABLE TO TERMINATION OF AWARDS - CONSULTANTS**

### **13.1 Application of Part 13**

This Part applies only to Participants who are Consultants.

### **13.2 Termination for Breach of Consulting Agreement**

If a Participating Company terminates a Consultant for breach of or failure to perform its obligations under the agreement governing its services as a Consultant or, if the Consultant were an employee of the Company or a Subsidiary, would have entitled it to terminate the Consultant for Cause, all Awards held by the Consultant on the Termination Date, whether vested or unvested, will automatically terminate on the Termination Date and the Consultant will cease to have any rights in relation to those Awards. This section also applies in the circumstances where a Consultant agrees to the termination of its services as an alternative to a termination described in the first sentence.

### **13.3 Other Termination of Consultant**

If a Consultant's services end in accordance with the agreement governing its services or the Consultant's services are terminated otherwise than under section 13.2, then:

- (a) any unvested Awards held by the Consultant on the Termination Date will automatically terminate on the Termination Date and the Participant will cease to have any rights in relation to those Awards;
- (b) unless otherwise agreed in writing with the Consultant, in the case of any vested Options held by the Consultant on the Termination Date, the Consultant will have the lesser of (i) 90 days after the Termination Date and (ii) remaining term of the Options to exercise those Options in accordance with this Plan, failing which the unexercised Options will automatically terminate and the Consultant will cease to have any rights in relation to those Options; and
- (c) in the case of any vested PSUs, RSUs or other Awards held by the Consultant on the Termination Date, the Company will settle those Awards as soon as practicable after the Termination Date in accordance with this Plan.

## **PART 14. CHANGE OF CONTROL**

### **14.1 Effect of a Change of Control**

Where there is a prospective Change of Control and the Board is not satisfied that the Person acquiring control intends to assume and honour the outstanding Awards or to substitute “**Alternative Awards**”, the Board, in addition to its other powers, may terminate this Plan and accelerate vesting of Awards and instruct the Company to give written notice to all Participants advising that this Plan is to be terminated effective immediately before the Change of Control and all Awards (in the case of PSUs and other Awards with Performance Vesting Conditions the number to vest to be determined by the Board in its discretion) are deemed to have vested and have an exercise date or settlement date, as applicable, immediately before the termination of this Plan.

### **14.2 Alternative Awards**

In order to qualify as an Alternative Award, the right being substituted for an Award must (i) be based on a share that is listed on an Exchange or other public trading market, (ii) provide its Participant with rights and entitlements substantially equivalent to or better than under its existing Awards, including as to the terms of vesting, (iii) recognize, for purpose of vesting, the time existing Awards have been held before the Change of Control and (iv) have substantially equivalent economic value to the value of that Award (determined before the Change of Control).

### **14.3 Powers of the Board**

If there is a prospective Change of Control, the Board may (i) make any changes to the terms of the Award Agreements and Awards as it considers fair and appropriate in the circumstances, including to give effect to section 14.1, provided those changes are not adverse to the Participants, (ii) otherwise modify the terms of the Awards to assist the Participants in participating in the transaction leading to the Change of Control and (iii) terminate, conditionally or otherwise, the Awards not exercised or settled, as applicable, following successful completion of the Change of Control.

## **PART 15. AMENDMENTS AND TERMINATION**

### **15.1 Amendments and Termination**

(1) The Board may amend (subject to the following provisions of this section 15.1), suspend or terminate this Plan and any Award Agreement and outstanding Awards, or any part of this Plan or any Award Agreement or Award, at any time and for any purpose, without notice to or approval of any person, including the shareholders of the Company, except where required by law, including the rules, regulations and policies of the Exchange.

(2) Without limiting subsection (1), but subject to subsections (3) and (4), the Board may make the following types of changes or amendments to this Plan or any Award Agreement or Award without seeking shareholder approval:

- (a) amendments of a “housekeeping” or administrative nature, including any amendment to cure any ambiguity, error or omission in this Plan or any Award Agreement or to correct or supplement any provision of this Plan or any Award

Agreement that is inconsistent with any other provision of this Plan or other Award Agreement;

- (b) amendments necessary to comply with applicable laws or regulations, including the rules, regulations and policies of the Exchange;
  - (c) amendments necessary for this Plan or any Awards to comply with or to qualify for favourable treatment under applicable tax laws or regulations;
  - (d) amendments to, or waivers of, the vesting provisions or other conditions of this Plan or any Award;
  - (e) amendments to the termination or early termination provisions of any Award (including any Award held by an Insider) that does not entail an extension beyond the original expiry date of that Award;
  - (f) amendments to change any restrictions on the entitlement to or eligibility for Awards;
  - (g) amendments or changes to the process by which any Participant is entitled to exercise any Award, including to the form of notice of exercise of any Award, and the place where those notices are to be delivered; and
  - (h) amendments necessary to suspend or terminate this Plan or any Award Agreement or Award.
- (3) Shareholder approval will be required for the following amendments:
- (a) amendments to the number of Common Shares issuable under this Plan, including an increase to a fixed maximum percentage of Common Shares or a change from a fixed maximum percentage of Common Shares to a fixed maximum number of Common Shares;
  - (b) amendments to remove or increase the Insider participation limits in section 3.5;
  - (c) amendments to remove or increase the participation limits in section 3.4(3) while the Common Shares are listed on the TSXV;
  - (d) amendments to extend the term of an Award held by an Insider beyond the original expiry date, except as provided in subsection 6.3(2);
  - (e) amendments to the transferability or assignability of an Award pursuant to subsection 3.6(1);
  - (f) amendments to the amendment provisions in this subsection (3); and
  - (g) amendments required to be approved by shareholders under applicable law or regulations, including the rules, regulations and policies of the Exchange,

provided that

- (h) disinterested shareholder approval is required to be obtained for any reduction in the Option Exercise Price of an Option, other than under section 16.1, or the extension of the term of an Option, if the Participant holding such Option is an Insider of the Company at the time of the proposed amendment.

(4) Except as permitted in this Plan or any Award Agreement, or as required, in the opinion of the Board acting reasonably, for purposes of compliance with applicable law or regulatory requirements, no action of the Board or shareholders may adversely alter or impair the rights of a Participant without the consent of the affected Participant under any Award previously granted to the affected Participant.

## **PART 16. GENERAL**

### **16.1 Capital Adjustments**

Subject to applicable law, including, if necessary, the approval of the TSXV, if there is any change in the capital of the Company affecting the Common Shares, including as a result of a stock split or consolidation, combination or exchange of shares, merger, amalgamation, spin-off or other special distribution (other than distributions or cash dividends in the ordinary course) of the Company's assets to shareholders, the Board, in its discretion, subject to applicable law, may make any adjustments it determines to be appropriate to reflect that change (for the purpose of preserving the value of the Awards or the rights of Participants) including to (i) the number or kind of shares or other securities reserved for issuance under this Plan, (ii) the number or kind of shares or other securities subject to unexercised Options previously granted and the exercise price of those Options and (iii) the number of Awards held by the Participants.

### **16.2 Unsecured Obligations**

The Company's obligations under this Plan and the Awards are unsecured obligations and Participants will not have any greater rights than those of an unsecured general creditor of the Company.

### **16.3 Clawback**

If any of the following events occurs:

- (a) the Participant fails to comply with any obligation to the Company or a Subsidiary (i) to maintain the confidentiality of information relating to the Company or the Subsidiary or its business, (ii) not to engage in employment or business activities that compete with the business of the Company or the Subsidiary, whether during or after employment with the Company or Subsidiary, and whether that obligation is set out in an Award Agreement or other agreement between the Participant and the Company or Subsidiary, including an employment or consulting agreement, (iii) not to solicit employees or other service providers, customers or suppliers of the Company or the Subsidiary, whether during or after employment with the Company or Subsidiary, and whether that obligation is set out in an Award Agreement or other agreement between the Participant and the Company or Affiliate, including an employment or consulting agreement (collectively, a "**Restrictive Covenant**");
- (b) the Participant's employment or service is terminated under section 12.2 or 13.2;

- (c) the Board determines that the Participant engaged in conduct that causes material financial or reputational harm to the Company or its Subsidiaries, or engaged in gross negligence, willful misconduct or fraud in respect of the performance of the Participant's duties to or for the Company or a Subsidiary; or
- (d) the Company's financial statements (the "**Original Statements**") are required to be restated (other than as a result of a change in accounting policy or under applicable financial reporting standards) and the restated financial statements (the "**Restated Statements**") disclose, in the Board's opinion, materially worse financial results than those contained in the Original Statements,

then the Board, in its discretion, to the extent it determines that its action is in the best interests of the Company, and in addition to any other rights that the Company or a Subsidiary may have at law or under any agreement, may take one or more of the following actions:

- (e) require the Participant (and the Participant agrees) to reimburse the Company for any amount paid to the Participant in respect of an Award in cash (i) in the case where paragraph (a), (b) or (c) applies, in the 12 months before the Participant failed to comply with a Restrictive Covenant or was terminated under paragraph (b) or the Board made a determination under paragraph (c) or (ii) in the case where paragraph (d) applies, the excess of the amount that should otherwise have been paid in respect of that Award had the determination of that amount been based on the Restated Statements, in each case, less any Applicable Withholding Tax;
- (f) reduce the number or value of, or cancel and terminate, any one or more unvested grants of Award (other than Common Shares) on or before the vesting dates, or cancel or terminate any outstanding Awards that have vested in the 12 months before the date on which the Participant failed to comply with a Restrictive Covenant or was terminated under paragraph (b), the Board made a determination under paragraph (c) or the Board determined that the Original Statements are required to be restated (each such date being a "**Relevant Equity Recoupment Date**"); or
- (g) require the Participant (and the Participant agrees) to pay to the Company the value of any Common Shares acquired by the Participant pursuant to an Award granted in the 12 months before a Relevant Equity Recoupment Date (less any amount paid by the Participant to acquire those Common Shares) less any Applicable Withholding Tax.

#### **16.4 Successors and Assigns**

This Plan is binding on all successors and permitted assigns of the Participating Companies and each Participant, including the legal representative of a Participant, or any receiver or trustee in bankruptcy or representative of the creditors of a Participating Company or a Participant.

#### **16.5 No Special Rights**

Nothing in this Plan or by the grant of any Awards will confer on any Participant any right to the continuation of the Participant's employment by a Participating Company or interfere in any way

with the right of any Participating Company at any time to terminate a Participant's employment or to increase or decrease the compensation of a Participant.

#### **16.6 Other Employee Benefits**

The amount of any compensation received by a Participant as a result of the exercise or settlement of any Award will not constitute compensation with respect to which any other employee benefits of that Participant are determined, including benefits under any bonus, pension, profit-sharing, insurance or salary continuation plan, unless otherwise determined by the Board.

#### **16.7 No Liability**

Participating Companies will not be liable to any Participant for any loss resulting from a decline in the price or market value of any Common Shares.

#### **16.8 Government Regulation and Grant Restrictions**

(1) The Company's obligation to issue and deliver Common Shares under any Award is subject to (i) the qualification or registration of those Common Shares under applicable securities laws or the availability of and compliance with applicable exemptions from those securities laws, (ii) the listing of those Common Shares on the Exchange and (iii) the receipt from the Participant of any information for the purpose of complying with applicable securities or privacy laws and the rules, regulations and policies of the Exchange and of representations, agreements and undertakings as to future dealings in those Common Shares in order to safeguard against the violation of the securities laws of any jurisdiction, in each case, as the Company determines to be necessary or advisable for that purpose.

(2) Awards may not be granted with a Date of Grant or effective date earlier than the date on which all actions required to grant the Awards have been completed.

#### **16.9 No Rights as a Shareholder**

Participants will not have any rights as a holder of any Common Shares covered by an Award (other than an Award of Restricted Shares or Common Shares), including the right to vote or to receive dividends or other distributions on the Common Shares.

#### **16.10 Tax Matters Generally**

(1) Each Participant is responsible for completing and filing any tax returns that may be required under Canadian, United States or other applicable jurisdiction's tax laws within the periods specified in those laws as a result of the Participant's participation in this Plan and the granting or payment or settlement of an Award.

(2) Each Participant is solely responsible for the payment of any Applicable Withholding Tax. The Company will have the right to deduct from any payment or other settlement to be made in connection with this Plan, or to require, before the issuance or delivery of Common Shares (including Restricted Shares) or other property, payment by the Participant of any Applicable Withholding Taxes. The Company may also make alternative arrangements with any Participant as to the payment or funding of any such Applicable Withholding Taxes.

(3) The Company does not make any representation to Participants as to the tax consequences of any Award. The Company will not have any liability for any tax, interest or penalties that any Participant may incur as a result of the grant, vesting, exercise or settlement of any Award.

#### **16.11 Severability**

The invalidity or unenforceability of any provision of the Plan will not affect the validity or enforceability of any other provision and any invalid or unenforceable provision will be severed from this Plan.

#### **16.12 Effective Date**

This Plan was approved by the shareholders of the Company, effective as of [●], 2022.

**SCHEDULE "D"**

**BLACKLINE OF THE AMENDED OMNIBUS PLAN**

(Please see attached)

**RAKOVINA THERAPEUTICS INC.**  
**Omnibus Equity Incentive Plan**

June 21, 2021

as amended and restated on [●], 2022 and approved  
by shareholders on [●], 2022

## PART 1. PURPOSE

### 1.1 Purpose

The purpose of this Plan is to advance the interests of Rakovina Therapeutics Inc. (the “Company”) and its Subsidiaries (as defined herein) by enhancing their ability (i) to attract, motivate and retain employees, ~~officers~~[Officers](#) and ~~directors~~[Directors](#), (ii) to reward them for their contributions to the business, (iii) to encourage them to take into account the long-term financial performance of the business and the creation of shareholder value through their participation in the Company’s equity, and (iv) to compensate Consultants (as defined herein).

## PART 2. DEFINITIONS AND INTERPRETATION

### 2.1 Definitions

In this Plan:

“**Affiliate**” means, in respect of a Person: (a) another Person that is a Subsidiary of such Person; (b) another Person of which such Person is a Subsidiary and (c) another Person under common Control with such Person.

“**Alternative Awards**” has the meaning attributed to it in section 14.2.

“**Applicable Withholding Taxes**” means any taxes, source deductions or other amounts that the Company is required by law to withhold from any amounts to be paid or credited or to remit to any governmental entity in connection with the grant or settlement of an Award under this Plan.

~~“**Associate**” has the meaning attributed to it in the Securities Act (British Columbia).~~

“**Award**” means any Deferred Share Unit, Option, Performance Share Unit, Restricted Share, Restricted Share Unit, Stock Appreciation Right or Other Share-Based Award granted under this Plan.

“**Award Agreement**” means an agreement evidencing an Award, including a DSU Agreement, Option Agreement, PSU Agreement, Restricted Share Agreement or RSU Agreement.

“**Blackout Period**” means a period of time when, pursuant to any policies of the Company or other periods as designated by the Company, designated Persons may not trade in securities of the Company, as a result of there being undisclosed material information regarding the Company or its securities.

“**Board**” means the board of ~~directors~~[Directors](#) of the Company.

“**Business Day**” means any day on which the Exchange is open for trading.

“**Cause**” means (i) if the Participant has a written employment agreement with a Participating Company, “cause”, “just cause” or any other similar term as defined in that agreement, or (ii) if there is no such agreement or definition, means:

- (a) the willful failure by the Participant to perform his or her duties with respect to a Participating Company;
- (b) theft, fraud, dishonesty or misconduct by the Participant involving the property, business or affairs of a Participating Company or in carrying out of the Participant's duties with respect to a Participating Company;
- (c) the material breach by the Participant of his or her employment agreement, including the policies of the Company or a Participating Company;
- (d) the Participant is convicted of or pleads guilty (or "no contest") to a crime that constitutes an indictable offence or felony; or
- (e) any conduct or behaviour which would entitle an employer to terminate the Participant's employment without notice or payment in lieu of notice.

**"Change of Control" means:**

- (a) the acceptance of an offer by a sufficient number of holders of voting securities in the capital of the Company so that the offeror, together with Persons acting jointly or in concert with the offeror, becomes entitled, directly or indirectly, to exercise more than 50% of the voting rights attaching to the outstanding voting securities in the capital of the Company (provided that prior to the offer, the offeror was not entitled to exercise more than 50% of the voting rights attaching to the outstanding voting securities in the capital of the Company);
- (b) the completion of a plan of arrangement, consolidation, reorganization, merger or amalgamation of the Company with or into any other entity, or otherwise resulting in the exchange of the outstanding shares of the Company for securities or other consideration issued or caused to be issued by the acquiring entity or its Subsidiaries, in each case, whereby the voting securityholders of the Company immediately prior to the arrangement, consolidation, reorganization, merger or amalgamation or other exchange of the outstanding shares of the Company receive 50% or less of the voting rights attaching to the outstanding voting securities of the consolidated, merged or amalgamated corporation;
- (c) the completion of a sale lease, transfer or other disposition, in a single transaction or series of related transactions whereby all or substantially all of the undertakings and assets of the Company and its Subsidiaries, on a consolidated basis, become the property of any entity which is not a Subsidiary of the Company; or
- (d) the completion of the exclusive, irrevocable licensing, in a single transaction or series of related transactions, to an any entity which is not a Subsidiary of the Company of all or substantially all of the intellectual property of the Company and its Subsidiaries, on a consolidated basis; and

for greater certainty, unless otherwise determined by the Board of Directors, a Change of Control will not include any transaction where the voting securityholders of the Company immediately prior to the transaction hold 50% or less of the voting rights attaching to the

outstanding voting securities in the capital of the Company immediately following the transaction as a result of the issuance from treasury of voting securities or securities convertible into voting securities.

~~“Code” means the United States Internal Revenue Code of 1986.~~

“Committee” means the Compensation Committee of the Board or any other committee of the Board that the Board may designate to administer the Plan.

“Common Shares” means the common shares of the Company.

“Company” means Rakovina Therapeutics Inc.

“Consultant” means a Person (other than an employee, ~~officer~~Officer or ~~director~~Director of the Company or a Subsidiary) that:

- (a) is engaged to provide on an ongoing *bona fide* basis, consulting, technical, management or other services to the Company or to a Subsidiary of the Company, other than services provided in relation to a distribution (as such term is defined in the *Securities Act* (British Columbia));
- (b) provides the services under a written contract between the Company or the Subsidiary and the individual or the Company, as the case may be; and
- (c) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the affairs and business of the Company or a Subsidiary of the Company; ~~and~~
- ~~(d) has a relationship with the Company or a Subsidiary of the Issuer that enables the individual to be knowledgeable about the business and affairs of the Company,~~

and includes

- (d) ~~(e)~~ for an individual Consultant, a corporation of which the individual Consultant is an employee or shareholder, and a partnership of which the individual Consultant is an employee or partner; and
- (e) ~~(f)~~ for a Consultant that is not an individual, an employee, executive officer or director of the Consultant, provided that the individual employee, executive officer or director spends or will spend a significant amount of time and attention on the affairs and business of the Company or a Subsidiary of the Company.

“Control” means:

- (a) when applied to the relationship between a Person and another Person, the beneficial ownership by that first Person, directly or indirectly, of voting securities in such second Person entitling the holder to exercise control and direction in fact over the activities of such second Person, including by way of electing a majority of the members of the board of the second Person; and

- (b) notwithstanding the foregoing, when applied to the relationship between a Person and a partnership, limited partnership or joint venture, means the contractual right to direct the affairs of the partnership, limited partnership or joint venture; and

provided that a Person who Controls a second Person will be deemed to Control a third Person which is Controlled by such second Person and so on;

**“Date of Grant”** means the date an Award is granted to a Participant as set out in the Participant’s Award Agreement.

**“Deferred Share Unit”** or **“DSU”** means an Award described in section 5.1.

**“Director”** means a director of the Company from time to time.

**“Disability”** means a long-term disability, as determined by the Board.

**“Discounted Market Price”** has the meaning ascribed to that term in TSXV Policy 1.1, as the same may be amended from time to time, subject to certain adjustments in accordance with TSXV Policy 4.4.

**“DSU Agreement”** means an agreement, ~~substantially in the form of Schedule A,~~ between the Company and a Participant evidencing an Award of DSUs, together with such schedules, amendments, deletions or changes thereto as are permitted under the Plan.

**“DSU Termination Date”** means the date on which a Participant who holds DSUs ceases to hold any position as an ~~officer~~Officer, employee, or ~~director~~Director of the Company or any of its Subsidiaries.

**“Eligible Director”** ~~means a non-executive director of a Participating Company and who is not otherwise an employee of a Participating Company~~has the meaning attributed to it in section 5.1.

**“Eligible Person”** means ~~an employee, officer or director of a~~ Director, Officer, individual employed by the Company or any Subsidiary of the Company, Management Company Employee or ~~a Consultant to, a Participating Company.~~

**“Exchange”** means the ~~TSX Venture Exchange~~TSXV, the Toronto Stock Exchange, The NASDAQ Global Select Market, The NASDAQ National Market, the New York Stock Exchange or any other stock exchange on which the Common Shares are listed and posted for trading or quoted

**“Fair Market Value”** ~~of the Common Shares on any date means:~~

- (a) ~~if the Common Shares are listed on an Exchange, the volume-weighted average trading price of the Common Shares on the Exchange with the greatest volume of trading over the applicable period, for the five trading days before the relevant date or, if there is no reported sale price at which the Common Shares traded on an Exchange during such period, the average of the closing bid and ask prices~~

~~(on the Exchange with the narrowest such bid-ask spread) for the trading day immediately before the relevant date; and~~

~~(b) if the Common Shares are not listed on an Exchange, the value as determined by the Board in good faith.~~

“**Filing Date**” has the meaning attributed to it in subsection 5.5(1).

“**In-The-Money Amount**” means the product of (a) the amount by which the Market Price of the Common Shares on the date a SAR is exercised exceeds the Option Exercise Price of the related Option and (b) the number of Common Shares underlying the related Option that is being exercised.

“**Insider**” means: (a) a ~~director~~Director or senior officer of the Company, (b) a director or senior officer of a company that is an Insider or Subsidiary of the Company; (c) a Person that beneficially owns or controls, directly or indirectly, non-debt securities of the Company carrying a voting right either under all circumstances or under some circumstances that have occurred and are continuing, which voting securities carry more than 10% of the voting rights attached to all outstanding non-debt securities of the Company carrying a voting right either under all circumstances or under some circumstances that have occurred and are continuing, or (d) the Company itself if it holds any of its own securities.

~~“**In-The-Money Amount**” means the product of (a) the amount by which the Fair Market Value of the Common Shares on the date a SAR is exercised exceeds the Option Exercise Price of the related Option and (b) the number of Common Shares underlying the related Option that is being exercised.~~

“**Investor Relations Activities**” has the meaning given to that term in Policy 1.1 – *Interpretation* of the ~~TSX Venture Exchange~~TSXV.

“**Investor Relations Service Provider**” means any Consultant that performs Investor Relations Activities and any Director, Officer, employee or Management Company Employee whose role and duties primarily consist of Investor Relations Activities.

“**Management Company Employee**” means an individual employed by a company providing management services to the Company, which services are required for the ongoing successful operation of the business enterprise of the Company.

“**Market Price**” of the Common Shares on any date means:

- (a) if the Common Shares are listed on the TSXV, the “Market Price” (as such term is defined in TSXV Policy 1.1) of the Common Shares;
- (b) if the Common Shares are listed on an Exchange other than the TSXV, the price determined under the rules of such Exchange; or
- (c) if the Common Shares are not listed on an Exchange, the value as determined by the Board in good faith.

**“Notice of Exercise”** means a notice, substantially in the form ~~of Schedule B1~~ [attached to an Option Agreement, evidencing the exercise of Options granted to a Participant.](#)

**“Officer”** means [an officer of the Company or any Subsidiary of the Company from time to time.](#)

**“Option”** means an Award described in section 6.1.

**“Option Agreement”** means an agreement, ~~substantially in the form of Schedule B,~~ between the Company and a Participant evidencing an Award of Options, [together with such schedules, amendments, deletions or changes thereto as are permitted under the Plan.](#)

**“Option Exercise Price”** means the price at which a Common Share may be acquired on exercise of an Option.

**“Option Expiry Date”** has the meaning attributed to it in subsection 6.3(1).

**“Original Statements”** has the meaning attributed to it in paragraph 16.3(d).

**“Other Share-Based Award”** means an Award granted under section 11.1.

**“Outstanding Issue”** means the number of Common Shares issued and outstanding from time to time (on a non-diluted basis).

**“Participant”** means any Eligible Person to whom an Award has been granted.

**“Participating Company”** means the Company and any of its Subsidiaries or any other Person in which the Company or a Subsidiary holds an interest.

**“Performance Goals”** means the goals established by the Board (based on one or more Performance Measures) as part of the terms of an Award.

**“Performance Measures”** means the measures (other than the mere continuation of employment or passage of time) established by the Board to determine Performance Goals, which may include measures related to financial or operational matters at the Company, a Subsidiary or the Company and one or more Subsidiaries, shareholder returns and individual performance criteria.

**“Performance Period”** means the period established by the Board for which the achievement of Performance Goals is assessed or determined.

**“Performance Share Unit”** or **“PSU”** means an Award described in section 7.1.

**“Performance Vesting Conditions”** means any Performance Goals established by the Board as conditions to the vesting of Awards.

**“Person”** means an individual, corporation, company, cooperative, sole proprietorship, partnership, limited partnership, limited liability partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, trust, trustee, executor, administrator, legal personal representative, estate, unincorporated association, organization or syndicate, entity with juridical personality or governmental authority or body, or other entity, whether or not

having legal status, however designated or constituted, and pronouns which refer to a Person shall have a similarly extended meaning.

“**Plan**” means this Omnibus Equity Incentive Plan, as amended or restated from time to time.

“**PSU Agreement**” means an agreement, ~~substantially in the form of Schedule C,~~ between the Company and a Participant evidencing an Award of PSUs, together with such schedules, amendments, deletions or changes thereto as are permitted under the Plan.

“**PSU Vesting Date**” has the meaning attributed to it in section 7.3.

“**Relevant Equity Recoupment Date**” has the meaning attributed to it in paragraph 16.3(f). “**Restated Statements**” has the meaning attributed to it in paragraph 16.3(d).

“**Restricted Share**” means an Award described in section 8.1.

“**Restricted Share Agreement**” means an agreement, ~~substantially in the form of Schedule D,~~ between the Company and a Participant evidencing an Award of Restricted Shares, together with such schedules, amendments, deletions or changes thereto as are permitted under the Plan.

“**Restricted Share Unit**” or “**RSU**” means an Award described in section 9.1.

“**Restrictive Covenant**” has the meaning attributed to it in paragraph 16.3(a).

“**Retire**” or “**Retirement**” means retirement from active employment with a Participating Company at or after age 65 or in other circumstances (such as years of service) as determined by the Board to constitute retirement for purpose of this Plan.

“**RRIF**” means a registered retirement income fund (as defined in the *Income Tax Act* (Canada)).

“**RRSP**” means a registered retirement savings plan (as defined in the *Income Tax Act* (Canada)).

“**RSU Agreement**” means an agreement, ~~substantially in the form of Schedule E,~~ between the Company and a Participant evidencing an Award of RSUs, together with such schedules, amendments, deletions or changes thereto as are permitted under the Plan.

“**RSU Vesting Date**” has the meaning attributed to it in section 9.3.

“**SAR**” means an Award of tandem share appreciation right described in section 10.1.

“**Security Based Compensation Arrangement**” ~~means an option,~~ includes any stock option plan, security based deferred share unit plan, performance share unit plan, restricted share unit plan, stock appreciation right plan, employee unit stock purchase plan, restricted, performance of deferred unit plan, long term incentive plan ~~and/or~~ any other compensation or incentive mechanism, ~~in each case,~~ involving the issuance or potential issuance of ~~Shares to one or more directors or officers of the Company or a Subsidiary of the Company, current or past~~

~~full-time or part-time employees of the Corporation or a Subsidiary of the Company, Insiders or Consultants of the Company or any Subsidiary of the Company including a Share purchased from treasury by one or more officers, directors or officers of the Company or any Subsidiary of the Company, current or past full-time or part-time employees of the Company or a Subsidiary of the Company, Insiders or Consultants of the Company or a Subsidiary of the Company which is financially assisted by the Company or a Subsidiary of the Company by way of a loan, guarantee or otherwise, but a Security Based Compensation Arrangement does not include an arrangement that does not involve the issuance from treasury or potential issuance from treasury of Common Shares or other equity securities of the Company~~ from treasury to a Participant.

“**Subsidiary**” means, in respect of a Person, another Person that is Controlled directly or indirectly by such Person and includes a Subsidiary of that Subsidiary.

“**Termination Date**” means (i) in the case of a Participant (other than a Consultant), the last day on which the Participant actively renders services to the Company or a Subsidiary where it is reasonably expected that no further services will be performed (and excluding any period of statutory, contractual or reasonable notice of termination of employment or any period of salary continuance or deemed employment, except as otherwise expressly required by applicable employment standards legislation), including by reason of death or Disability, but, for greater certainty, a Participant’s absence from active work during a period of vacation, temporary illness, authorized leave of absence, maternity or parental leave or leave on account of Disability shall not be considered to result in a Termination Date, and (ii) in the case of a Consultant who is a Participant, the effective date of termination of the agreement governing its services as a ~~consultant~~ Consultant.

“**TFSA**” means a tax-free savings account (as defined in the *Income Tax Act* (Canada)).

“**TSXV**” means the TSX Venture Exchange.

## 2.2 Interpretation

(1) References to a “Part”, “section”, “subsection”, “paragraph” or “clause” mean to the specified Part, section, subsection, paragraph or clause of this Plan unless otherwise described.

(2) The table of contents and headings are included for convenience of reference and do not affect the interpretation of this Plan.

(3) Words importing the singular include the plural and *vice versa*.

(4) The words “include” or “including” mean include or including without limitation.

(5) References to a statute, regulation, rule, code, national instrument or policy statement or to a particular section of one of them mean to that statute, regulation, rule, code, national instrument, policy statement or section as amended or superseded from time to time (unless specified otherwise) and references to a statute include any regulations, rules, national instruments or policy statements enacted under that statute.

(6) Where an individual has transferred an Award to an RRIF, RRSP or TFSA or to a corporation of which the individual is the annuitant or (as applicable) the sole shareholder, the individual will be the Participant for the purpose of the definition of "Termination Date" and for the purpose of the death, Disability or Retirement of the Participant.

## **2.3 Governing Law**

The Plan is governed by and will be construed in accordance with British Columbia law, regardless of the citizenship, residence or place of organization of a Participant.

## **2.4 Submission to Jurisdiction**

The Company and each Participant submits to the exclusive jurisdiction of the courts of competent jurisdiction of British Columbia with respect to any action or proceeding arising out of relating in any way to this Plan or any Award Agreement or Award.

## **PART 3. ADMINISTRATION**

### **3.1 Discretion and Authority**

(1) Subject to section 3.2, the Board has the sole and absolute discretion and authority to administer and interpret this Plan, the Award Agreements and the Awards, including:

- (a) to determine the Eligible Persons to whom Awards may be granted;
- (b) to grant Awards and determine their terms, including (i) the number of Awards to be granted, (ii) the timing of grants, including the Date of Grant, (iii) the Option Exercise Price, (iv) the Performance Goals, Performance Measures, Performance Periods and Performance Vesting Conditions, (v) restrictions on transfer, (vi) any other vesting schedule, terms, limitations, restrictions and conditions applicable to Awards, (vii) approving the form of any Award Agreement (not inconsistent with this Plan) to evidence an Award and (viii) the waiver or amendment of any terms of Awards, including expiration of any Awards, accelerating the vesting of any Awards, changing the Performance Vesting Conditions or, subject to the approval of the Exchange where required, substituting other property on the payment or settlement of any Awards;
- (c) to establish, amend and rescind any regulations, rules or guidelines relating to this Plan; and
- (d) to make any other determinations, settle any disputes or take any other action necessary or desirable for the administration of this Plan or any Award Agreement or Award.

(2) Without limiting subsection (1), the Board, in its discretion, may correct any defect or omission or reconcile any inconsistencies in this Plan or any Award Agreement or Award.

(3) The Board's decision with respect to any matter related to this Plan will be conclusive and binding on the Company, the Subsidiaries and all Participants.

(4) The Board's discretion and authority is subject to any mandatory requirements of the Exchange.

### 3.2 Delegation and Liability

(1) The Board may delegate to the Committee all or some of its powers under this Plan and on other terms as the Board may determine. In that case, references to the "Board" will be deemed to be references to the Committee, to the extent such powers have been delegated. The Board (or the Committee) may delegate the day-to-day administration of this Plan to any one or more ~~officers~~Officers of the Company.

(2) None of the members of the Board or the Committee or any other Person acting pursuant to authority delegated by the Board or the Committee will be liable for any action taken (or omitted to be taken) or determination made (or not made) in good faith in connection with this Plan or any Award.

### 3.3 Eligibility

All Eligible Persons are eligible to participate in this Plan, but eligibility does not confer any right to be granted an Award, which remains in the sole discretion of the Board. Further, the grant of an Award to an Eligible Person shall not entitle such Eligible Person to a future grant of an Award of the same or a different type.

### 3.4 Common Shares Subject to this Plan

(1) The maximum number of Common Shares issuable under this Plan and any other Security Based Compensation Arrangement may not exceed 10% of the Outstanding Issue, ~~provided that, and subject to the foregoing, the maximum number of Common Shares issuable under this Plan pursuant to Awards that are not Options may not exceed 6,955,800 Common Shares.~~

(2) The Board may not grant an Award that can be settled by an issuance of Common Shares from treasury if it would have the effect of causing the total number of Common Shares subject to that Award to exceed the total number of Common Shares determined under subsection (1).

(3) For as long as the Common Shares are listed on the ~~TSX Venture Exchange~~TSXV:

- (a) unless the Company has obtained the requisite disinterested shareholder approval required under applicable law, the aggregate number of Common Shares issuable pursuant to Awards granted to any one Participant under the Plan (and companies wholly owned by such Participant), together with all other Security Based Compensation Arrangements of the Company, in ~~any~~ 12-month period must not exceed 5% of the Outstanding Issue, calculated as of the Date of Grant to such Participant;

- (b) the aggregate number of Common Shares issuable pursuant to Awards granted to any one Consultant under the Plan, together with all other Security Based Compensation Arrangements of the Company, in ~~any~~ 12- month period must not exceed 2% of the Outstanding Issue, calculated as of the Date of Grant to such Consultant;
- (c) the aggregate number of Common Shares issuable pursuant to Options granted to all ~~Participants retained to provide~~ Investor Relations ~~Activities~~ Service Providers, in aggregate, under the Plan, together with all other Security Based Compensation Arrangements of the Company, in any 12 month period must not exceed 2% of the Outstanding Issue ~~in any 12 month period~~, calculated as of the Date of Grant to such ~~a Participant~~ Investor Relations Service Provider; and
- (d) for Awards granted to employees or Consultants, the Company and the Participant are responsible for ensuring and confirming that the Participant is a *bona fide* employee or Consultant, as the case may be.

(4) This Plan is an “evergreen” plan. Accordingly, Common Shares covered by Awards that are exercised or settled or that expire or are forfeited, surrendered, cancelled or otherwise terminated or lapse for any reason without having been exercised or settled for Common Shares issued from treasury will be available for subsequent grant under this Plan and the number of Common Shares available for issuance under subsection (1) will not be reduced. Also, the number of Common Shares available for issuance increases proportionally if the number of Common Shares outstanding increases.

(5) All dividend equivalent RSUs, PSUs and DSUs shall also be included when computing the total number of Common Shares available for grant under the Plan or any other Security Based Compensation Arrangements of the Company.

### 3.5 Insider Participation Limits

(1) For as long as the Common Shares are listed on the TSXV, unless the Company has obtained the requisite disinterested shareholder approval required under applicable law:

- (a) ~~(1) The maximum~~ the aggregate number of Common Shares issuable pursuant to Awards granted to Insiders (as a group) under ~~this~~ the Plan ~~and any, together with all~~ other Security Based Compensation ~~Arrangement to Insiders at any time~~ Arrangements of the Company, must not exceed ~~in the aggregate~~ 10% of the Outstanding Issue ~~at any time; and~~
- (b) ~~(2) The maximum~~ the aggregate number of Common Shares ~~issued~~ issuable pursuant to Awards granted to Insiders (as a group) under ~~this~~ the Plan ~~and any, together with all~~ other Security Based Compensation ~~Arrangement to Insiders within~~ Arrangements of the Company, in any ~~one-year~~ 12 month period ~~may~~ must not exceed ~~in the aggregate~~ 10% of the Outstanding Issue calculated as of the Date of Grant to any Insider.

### 3.6 Transfers

(1) A Participant may not transfer or assign an Award, including by operation of law, except on the death of the Participant, by will or applicable laws of succession, provided that, subject to applicable law, a Participant may designate in writing (on terms specified by the Company) a beneficiary to receive any benefits that are payable under this Plan and any Award on death.

(2) A Participant may not grant a security interest in, pledge or otherwise encumber an Award.

(3) Any breach of subsection (1) or (2) will result in the Award being void.

### 3.7 Exercise of Awards

Awards may be exercised only by:

- (a) the Participant to whom the Awards were granted;
- (b) the legal representative of a Participant's estate or other relevant Person under subsection 3.6(1), for up to one year after the Participant's death; and
- (c) on the Participant's incapacity, the legal representative having authority to deal with the Participant's property.

### 3.8 Common Shares

Common Shares issued by the Company in accordance with this Plan and the Award Agreements will be issued as fully paid and non-assessable.

### 3.9 Fractional Shares

The Company is not required to issue or purchase any fractional Common Share or Award.

## PART 4. GRANT OF AWARDS

### 4.1 General

(1) Subject to the terms of this Plan, the Board, in its discretion, may grant Awards to Eligible Persons on terms determined by the Board. Each grant will be evidenced by an Award Agreement. Any ~~officer~~[Officer](#) of the Company is authorized, on behalf of the Company, to execute and deliver an Award Agreement to each Eligible Person to whom Awards have been granted.

(2) [Investor Relations Service Providers may only be granted Options under the Plan \(and no other forms of Awards\). Further, there can be no acceleration of the vesting requirements applicable to Options held by Investor Relations Service Providers without prior written approval of the Exchange.](#)

## 4.2 Restrictions on Grants

The Board will not grant any Awards (other than DSUs) to directors of a Participating Company who are not also employees of a Participating Company.

## PART 5. DEFERRED SHARE UNITS

### 5.1 Nature of DSUs

(1) A DSU is an Award attributable to a Participant's duties as a non-executive director of Participating Company and who is not otherwise an employee of a Participating Company (an "**Eligible Director**"). Each DSU entitles the Eligible Director to receive one Common Share or the cash equivalent (or a combination of the two) and is payable after the Eligible Director experiences a DSU Termination Date.

(2) Notwithstanding any other provision of the Plan, the value of a DSU shall always depend on the value of shares of the Company or a corporation related to the Company for purposes of the *Income Tax Act* (Canada) and no amount will be paid to, or in respect of, a Participant under the Plan or pursuant to any other arrangement, and no additional DSUs will be granted to any Participant to compensate for a downward fluctuation in the price of the Common Shares or any shares substituted therefore, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose.

### 5.2 Election

(1) Subject to any alternative arrangements approved by the Board, each Eligible Director must elect to receive at least 50% and up to 100% of his or her base annual compensation in DSUs by giving notice to that effect to the Company by December 15 of the year preceding the year with respect to which the election is made. Where an individual becomes a director for the first time during a year, he or she must make the election with 30 days after becoming an Eligible Director, in which case the election will only apply to periods after the election.

(2) Each election is irrevocable by the Eligible Director with respect to compensation earned during the period to which the election relates.

(3) Notwithstanding subsection 5.2(1), the Company shall not effect any election of an Eligible Director to receive compensation in DSUs (and shall notify any applicable Eligible Director of such determination) where the Board does not believe such action is appropriate having regard for any material information to which the Board may be privy that has not been publicly disclosed.

### 5.3 Number of DSUs

Each Participant will receive that number of DSUs equal to the quotient of (i) and (ii), where (i) is the dollar amount of compensation payable in DSUs on the date the compensation is payable (which in the ordinary course is expected to be the first Business Day of each month) and (ii) is the ~~Fair~~Market ~~Value~~Price of the Common Shares on the date of payment, rounded down to the nearest whole number.

#### 5.4 Vesting of DSUs

DSUs will vest at on the ~~time of grant unless~~ basis specified ~~otherwise~~ in the applicable DSU Agreement, provided that, although vesting may be accelerated for a Participant who dies or ceases to be an Eligible Person in connection with a Change of Control, take-over bid, reverse-takeover or other similar transaction, such DSUs may not vest before the date that is one year following the date that such DSUs are granted.

#### 5.5 Settlement of DSUs

(1) Following a Participant's DSU Termination Date, the Participant may elect to settle any vested DSUs by giving notice to the Company at any time up to December 15 of the year after the year that includes the Participant's DSU Termination Date, and if notice is not given it will be deemed to have been given on December 15 (the date the notice is given or deemed to have been given is the "**Filing Date**").

(2) The Company will pay the amount required to settle the DSUs as soon as practicable but not more than 30 days after the Filing Date, in its discretion by:

- (a) issuing to the Participant from treasury that number of Common Shares equal to the number of DSUs being settled, less the number of Common Shares with an aggregate ~~Fair~~-Market ~~Value~~Price equal to the Applicable Withholding Taxes in respect of such DSUs, and paying to the applicable tax authorities on behalf of the Participant the amount of the Applicable Withholding Taxes;
- (b) delivering to the Participant that number of outstanding Common Shares equal to the number of DSUs being redeemed, less the number of Common Shares with an aggregate ~~Fair~~-Market ~~Value~~Price equal to the Applicable Withholding Taxes;
- (c) delivering to the Participant an amount in cash equal to the product of (i) the number of Common Shares equal to the number of DSUs being settled and (ii) the ~~Fair~~-Market ~~Value~~Price of the Common Shares on the Filing Date, less any Applicable Withholding Taxes; or
- (d) a combination of (a), (b) or (c).

#### 5.6 DSU Account

The Company will maintain an account for each Participant and credit the account with the number of DSUs granted to the Participant and cancel any DSUs that are not paid out or fail to vest and record their cancellation in the account.

#### 5.7 Additional DSUs

Subject to the Board's approval, if the Company pays a cash dividend on the Common Shares, the Company will credit the account of each Participant who holds DSUs as of the record date with an additional number of DSUs. The number of additional DSUs to be credited (to be determined as of the dividend payment date) will be equal to the quotient of (i) and (ii), where (i) is the product of (1) the aggregate number of DSUs held by the Participant on the relevant

record date and (2) the amount of the dividend paid by the Company on each Common Share, and (ii) is the ~~Fair~~Market ~~Value~~Price of the Common Shares on the dividend payment date. These additional DSUs will be subject to the same ~~vesting terms and~~ conditions, including vesting and settlement terms, as apply to the related DSUs.

## PART 6. OPTIONS

### 6.1 Nature of Options

An Option is a right granted by the Company to a Participant entitling the Participant to acquire, for each Option issued, one Common Share from treasury at the Option Exercise Price.

### 6.2 Option Exercise Price

The Board will fix the Option Exercise Price of an Option on the Date of Grant. The Option Exercise Price may not be less than the ~~Fair~~Discounted Market ~~Value~~Price of the Common Shares as of that date.

### 6.3 Option Term; Blackout Period

(1) Subject to subsection (2), each Option will expire on the earlier of (the “**Option Expiry Date**”) (i) the fifth anniversary of the Date of Grant and (ii) the date specified in the Option Agreement. The Company will cancel any unexercised Options.

(2) If the Option Expiry Date would fall within a Blackout Period, such Option Expiry Date shall be automatically extended without any further act or formality to that date which is the 10th Business Day after the end of the Blackout Period, such 10th Business Day to be considered the Option Expiry Date for all purposes under the Plan. Notwithstanding the foregoing, the automatic extension of the Option Expiry Date of a Participant’s Option will not be permitted where the Participant or the Company is subject to a cease trade order (or similar order under applicable Law) in respect of the Company’s securities.

(3) ~~(2)~~ If the Option Expiry Date would fall within a Blackout Period, the Option Expiry Date will automatically be extended to the date that is 10 Business Days after the date when the Blackout Period ends.

### 6.4 Vesting of Options

(1) Options will vest on the basis specified in the applicable Option Agreement, provided that, although vesting may be accelerated for a Participant who dies or ceases to be an Eligible Person in connection with a Change of Control, take-over bid, reverse-takeover or other similar transaction, such Options may not vest before the date that is one year following the date that such Options are granted.

(2) Notwithstanding subsection 6.4(1), during such time as the Common Shares are listed on the ~~TSX Venture Exchange~~TSXV, any grant of Options to ~~a Participant who provides services that are an~~ Investor Relations ~~Activities to the Corporation~~Service Provider shall vest over a period of at least 12 months, with such that.

- (a) no more than ~~25%~~1/4 of ~~such~~the Options ~~vesting in any three-month period~~vest no sooner than three months after the Date of Grant;
- (b) no more than another 1/4 of the Options vest no sooner than six months after the Date of Grant;
- (c) no more than another 1/4 of the Options vest no sooner than nine months after the Date of Grant; and
- (d) the remainder of the Options vest no sooner than 12 months after the Date of Grant.

## 6.5 Exercise of Options

(1) Subject to the provisions of this Plan and the applicable Option Agreement, a Participant may exercise a vested Option (in whole or in part) at any time (other than during a Blackout Period) by delivering to the Company a duly signed and completed Notice of Exercise. The Participant will be entitled in the Notice of Exercise to elect (i) a cash exercise by paying the Option Exercise Price in accordance with subsection (2) or (ii) with the consent of the Company, and other than a Participant who is an Investor Relations Service Provider, in lieu of receiving Common Shares, to receive a cash payment in accordance with subsection (3).

(2) Where the Participant has elected a cash exercise, the Notice of Exercise must include a certified cheque, bank draft or other means of payment acceptable to the Company in an amount equal to the aggregate Option Exercise Price of the Common Shares to be purchased plus any Applicable Withholding Taxes.

(3) Where the Participant, other than an Investor Relations Service Provider, has elected to receive cash in lieu of Common Shares, it must surrender to the Company the applicable number of Options and elect to receive cash equal to the difference between the ~~Fair-~~Market ~~Value~~Price of the Common Shares on the date of exercise and the Option Exercise Price in accordance with the following formula, less any Applicable Withholding Taxes:

$$X = Y (A - B)$$

where

X = the amount of the cash payment to be made to the Participant

Y = the number of Common Shares underlying the surrendered Option

A = the ~~Fair-~~Market ~~Value~~Price of the Common Shares (if greater than the Option Exercise Price)

B = the Option Exercise Price

## **PART 7. PERFORMANCE SHARE UNITS**

### **7.1 Nature of PSUs**

A PSU is an Award granted to a Participant that is generally conditioned on the achievement of Performance Goals over a Performance Period, subject to satisfying the Performance Vesting Conditions, and that entitles the Participant to receive one Common Share for each PSU or the cash equivalent (or a combination of the two).

### **7.2 Performance Period**

The Board will determine the Performance Period applicable to a PSU, but it may not be more than three years after the Date of Grant unless specified otherwise in the applicable PSU Agreement.

### **7.3 Vesting of PSUs**

PSUs will vest on the achievement of the applicable Performance Vesting Conditions at the end of the applicable Performance Period unless specified otherwise in the applicable PSU Agreement, provided that, although vesting may be accelerated for a Participant who dies or ceases to be an Eligible Person in connection with a Change of Control, take-over bid, reverse-takeover or other similar transaction, such PSUs may not vest before the date that is one year following the date that such PSUs are granted (the “**PSU Vesting Date**”).

### **7.4 Settlement of PSUs**

The Company will pay the amount required to settle all vested PSUs as soon as practicable but not more than 30 days after the applicable PSU Vesting Date, in its discretion by:

- (a) issuing to the Participant from treasury that number of Common Shares equal to the number of PSUs being settled, less the number of Common Shares with an aggregate ~~Fair~~-Market ~~Value~~Price equal to the Applicable Withholding Taxes in respect of such PSUs, and paying to the applicable tax authorities on behalf of the Participant the amount of the Applicable Withholding Taxes;
- (b) delivering to the Participant that number of outstanding Common Shares equal to the number of PSUs being settled, less the number of Common Shares with an aggregate ~~Fair~~-Market ~~Value~~Price equal to the Applicable Withholding Taxes;
- (c) delivering to the Participant an amount in cash equal to the product of (i) and (ii), where (i) is the number of Common Shares equal to the number of PSUs being settled and (ii) is the ~~Fair~~-Market ~~Value~~Price of the Common Shares on the applicable PSU Vesting Date, less any Applicable Withholding Taxes; or
- (d) a combination of (a), (b) or (c).

## 7.5 PSU Account

The Company will maintain an account for each Participant's ~~Account~~[account](#) and credit the account with the number of PSUs granted to the Participant and cancel any PSUs that are not paid out or fail to vest and record their cancellation in the account.

## 7.6 Additional PSUs

Subject to the Board's approval, if the Company pays a cash dividend on the Common Shares, the Company will credit the account of each Participant who holds PSUs as of the record date with an additional number of PSUs. The number of additional PSUs to be credited (as of the dividend payment date) will be equal to the quotient of (i) and (ii), where (i) is the product of (1) the aggregate number of PSUs held by the Participant on the relevant record date and (2) the amount of the dividend paid by the Company on each Common Share, and (ii) is the ~~Fair~~ Market ~~Value~~[Price](#) of the Common Shares on the dividend payment date. These additional PSUs will be subject to the same ~~vesting terms and~~ conditions, [including vesting and settlement terms](#), as apply to the related PSUs.

## PART 8. RESTRICTED SHARES

### 8.1 Nature of Restricted Shares

A Restricted Share is an Award of Common Shares issued from treasury that is generally subject to a restriction on transfer and a risk of forfeiture when granted.

### 8.2 Restricted Period

The Board will determine the period during which any restriction on transfer remains in effect, but it may not be more than three years after the Date of Grant unless specified otherwise in the applicable Restricted Share Agreement.

### 8.3 Evidence of Restricted Shares

The Company will determine the manner in which Restricted Shares will be evidenced, which may include book-entry registration in an account with the Company's registrar and transfer agent.

### 8.4 Rights as a Holder of Restricted Shares

Subject to the restrictions on transfer and any required approval of the Exchange, the Participant will be treated for all purposes as a shareholder of the Company with respect to the Restricted Shares.

## PART 9. RESTRICTED SHARE UNITS

### 9.1 Nature of RSUs

An RSU is an Award that generally becomes vested (if at all) following a period of continuous employment or other service relationship with a Participating Company and entitles the Participant to receive one Common Share for each RSU or the cash equivalent (or a combination of the two).

## 9.2 Vesting Period

The Board will determine the vesting period applicable to an RSU, but it may not be more than three years after the Date of Grant unless specified otherwise in the applicable RSU Agreement.

## 9.3 Vesting of RSUs

RSUs will vest at the end of the applicable vesting period unless specified otherwise in the applicable RSU Agreement, provided that, although vesting may be accelerated for a Participant who dies or ceases to be an Eligible Person in connection with a Change of Control, take-over bid, reverse-takeover or other similar transaction, such RSUs may not vest before the date that is one year following the date that such RSUs are granted (the “RSU Vesting Date”).

## 9.4 Settlement of RSUs

The Company will pay the amount required to settle all vested RSUs as soon as practicable but not more than 30 days after the end of the applicable RSU Vesting Date, in its discretion by:

- (a) issuing to the Participant from treasury that number of Common Shares equal to the number of RSUs being settled, less the number of Common Shares with an aggregate ~~Fair~~Market ~~Value~~Price equal to the Applicable Withholding Taxes in respect of such RSUs, and paying to the applicable tax authorities on behalf of the Participant the amount of the Applicable Withholding Taxes;
- (b) delivering to the Participant that number of outstanding Common Shares equal to the number of RSUs being settled, less the number of Common Shares with an aggregate ~~Fair~~Market ~~Value~~Price equal to the Applicable Withholding Taxes;
- (c) delivering to the Participant an amount in cash equal to the product of (i) and (ii), where (i) is the number of Common Shares equal to the number of RSUs being settled and (ii) is the ~~Fair~~Market ~~Value~~Price of the Common Shares on the applicable RSU Vesting Date, less any Applicable Withholding Taxes; or
- (d) a combination of (a), (b) or (c).

## 9.5 RSU Account

The Company will maintain an account for each Participant’s and credit the account with the number of RSUs granted to the Participant and cancel any RSUs that are not paid out or fail to vest and record their cancellation in the account.

## 9.6 Additional RSUs

Subject to the Board’s approval, if the Company pays a cash dividend on the Common Shares, the Company will credit the account of each Participant who holds RSUs as of the record date with an additional number of RSUs. The number of additional RSUs to be credited (as of the dividend payment date) will be equal to the quotient of (i) and (ii), where (i) is the product of (1) the aggregate number of RSUs held by the Participant on the relevant record date and (2) the amount of the dividend paid by the Company on each Common Share, and (ii) is the ~~Fair~~

Market [ValuePrice](#) of the Common Shares on the dividend payment date. These additional RSUs will be subject to the same [vesting terms and conditions, including vesting and settlement terms](#), as apply to the related RSUs.

## **PART 10. STOCK APPRECIATION RIGHTS**

### **10.1 Nature of SARs**

A SAR is a right granted by the Company in relation to an Option to a Participant entitling the Participant to surrender to the Company the associated Option in exchange for a cash payment (subject to subsection 10.3(2)) equal to the In-The-Money Amount less any Applicable Withholding Taxes.

### **10.2 Granting of SARs**

The Board may grant SARs to a Participant only in connection with the grant of an Option to the same Participant, either at the Date of Grant of the Option or at any time after that date but before the expiry of the Option.

### **10.3 Exercise of SARs**

(1) Subject to the terms of this Plan, a Participant may exercise a SAR only at the same time and to the same extent as the related Option is exercisable. Concurrently with the exercise of a SAR, the Participant must surrender a corresponding portion of the related Option to the Company for cancellation.

(2) On the exercise of a SAR, the Company, in its discretion, instead of making a cash payment, may issue or deliver to the Participant that number of Common Shares equal to the In-The-Money Amount divided by the [Fair-Market ValuePrice](#) of the Common Shares on the date the SAR is exercised, less any Applicable Withholding Tax.

## **PART 11. OTHER SHARE-BASED AWARDS**

### **11.1 General**

Subject any required approval of the Exchange, the Board may grant to Participants, and determine the terms of, any other Awards (i) that may be denominated or payable in, valued in whole or in part by reference to, related to, or otherwise based on, the Common Shares or other securities that derive their value from or affect the value of the Common Shares, (ii) the value and payment of which are contingent on the financial or other performance of the Company, one or more of its Subsidiaries or a particular business unit or part of a business, or (iii) that are Common Shares and not subject to any conditions or restrictions.

## **PART 12. TERMINATION OF EMPLOYMENT – EMPLOYEES**

### **12.1 Application of Part 12**

This Part applies to all Participants other than Eligible Directors and Consultants. All rights or entitlements of a Participant under the Plan, upon a termination of employment for any reason shall be subject to Section 12.7.

## 12.2 Termination of Employment for Cause

(1) If a Participant's employment or office with a Participating Company is terminated for Cause, or if the Participant resigns in circumstances that would entitle the Participating Company that employs them to terminate their employment for Cause, then:

- (a) any unvested Awards and vested Options held by the Participant on the Termination Date will automatically terminate on the Termination Date and the Participant will cease to have any rights in relation to those Awards; and
- (b) in the case of any vested PSUs, RSUs or other Awards (but not Options) held by the Participant on the Termination Date, the Company will settle those Awards as soon as practicable after the Termination Date in accordance with this Plan.

## 12.3 Termination of Employment Without Cause

If a Participant's employment or office with a Participating Company is terminated without Cause, then:

- (a) any unvested Awards held by the Participant on the Termination Date will automatically terminate on the Termination Date and the Participant will cease to have any rights in relation to those Awards;
- (b) in the case of any vested Options held by the Participant on the Termination Date, the Participant will have the lesser of (i) 90 days after the Termination Date and (ii) the remaining term of the Options to exercise those Options in accordance with this Plan, failing which the unexercised Options will automatically terminate and the Participant will cease to have any rights in relation to those Options; and
- (c) in the case of any vested PSUs, RSUs or other Awards held by the Participant on the Termination Date, the Company will settle those Awards as soon as practicable after the Termination Date in accordance with this Plan and no later than the date on which such Awards would have been settled had the Participant not experienced a Termination Date.

## 12.4 Resignation

If a Participant resigns (other than due to Retirement) from a Participating Company, then:

- (a) any unvested Awards held by the Participant on the Termination Date will automatically terminate on the Termination Date and the Participant will cease to have any rights in relation to those Awards;
- (b) in the case of any vested Options held by the Participant on the Termination Date, the Participant will have the lesser of (i) 90 days after the Termination Date and (ii) remaining term of the Options to exercise those Options in accordance with this Plan, failing which the unexercised Options will automatically terminate and the Participant will cease to have any rights in relation to those Options; and

- (c) in the case of any vested PSUs, RSUs or other Awards held by the Participant on the Termination Date, the Company will settle those Awards as soon as practicable after the Termination Date in accordance with this Plan, and no later than the date on which such Awards would have been settled had the Participant not experienced a Termination Date.

## **12.5 Retirement**

If a Participant Retires, then:

- (a) any unvested Awards (other than Options) held by the Participant on the Termination Date will automatically terminate on the Termination Date and the Participant will cease to have any rights in relation to those Awards;
- (b) in the case of Options held by the Participant on the Termination Date, (i) any unvested Options will automatically vest on the Termination Date and (ii) the Option Expiry Date of vested Options (including those vested under clause (i)) will be the earlier of (1) the date specified in the applicable Option Agreement and (2) the date that is one year after the Termination Date; and
- (c) in the case of any vested PSUs, RSUs or other Awards held by the Participant on the Termination Date, the Company will settle those Awards as soon as practicable after the Termination Date in accordance with this Plan, and no later than the date on which such Awards would have been settled had the Participant not experienced a Termination Date.

## **12.6 Death or Disability**

If a Participant dies or has a Termination Date in connection with a Disability, then:

- (a) any unvested Awards (other than Options) held by the Participant on the Termination Date will vest on a proportionate basis based on the number of Awards available to vest in the vesting period in which the Termination Date occurs and the ratio that (i) the period from the (1) Date of Grant or (2) last vesting date, as applicable, to the Termination Date is to (ii) the period from the (1) Date of Grant or (2) last vesting date, as applicable, to the next vesting date, and any other unvested Awards will automatically terminate on the Termination Date and the Participant will cease to have any rights in relation to those Awards;
- (b) in the case of Options held by the Participant on the Termination Date, (i) any unvested Options will automatically vest on the Termination Date and (ii) the Option Expiry Date of vested Options (including those vested under clause (i)) will be the earlier of (1) the date specified in the applicable Option Agreement and (2) the date that is one year after the Termination Date; and
- (c) in the case of any vested PSUs, RSUs or other Awards held by the Participant on the Termination Date, the Company will settle those Awards as soon as practicable after the Termination Date in accordance with this Plan, and no later than the date on which such Awards would have been settled had the Participant not experienced a Termination Date.

## 12.7 No Right to Compensation on Forfeiture

For clarification and without limitation, no Participant or former Participant shall be entitled to any current or future Award or any other benefit, payment or right otherwise arising from the Plan after his or her Termination Date except as provided in this Part 12, as otherwise determined by the Board or as expressly required by the minimum applicable requirements contained in applicable employment standards legislation. No damages or compensation shall be payable to any Person in respect of any Award that is not granted, paid, exercised or settled due to a Participant ceasing to actively render services to the any Participating Company for any reason, regardless of whether the Participant's employment is terminated by a Participating Company, lawfully or unlawfully, or whether the Participant's employment is terminated voluntarily by the Participant or involuntarily, except as otherwise expressly required by applicable employment standards legislation

In addition, except as specifically provided in this Part 12 or as otherwise determined by the Board, or as expressly required by applicable employment standards legislation, effective as of a Participant's Termination Date, the Participant shall forfeit all rights and have no entitlements with respect to any outstanding Awards that would vested, or become payable, exercisable or be settled after such date, and for greater certainty, the Participant shall be disentitled to damages as compensation for the loss of the opportunity to vest in respect of any outstanding Awards, exercise any outstanding Options or receive any payment or Common Shares or other compensation that may or would have been paid or issued in respect of an Award during any applicable period of notice of termination of employment, under common law, contract or otherwise, except as expressly required by the minimum applicable requirements contained in applicable employment standards legislation.

## 12.8 Other

(1) In connection with a Participant's termination of employment, the Company may acquire, settle or redeem Awards for cancellation on terms other than those prescribed in an Award Agreement on terms separately agreed by the Board and the applicable Participant.

(2) Notwithstanding anything to the contrary herein, any Awards granted or issued to any Participant who is a Director, Officer, employee of the Company, Consultant or Management Company Employee must expire within a reasonable period, not exceeding 12 months, following the date the Participant ceases to be an Eligible Person under the Plan.

## PART 13. GENERAL MATTERS APPLICABLE TO TERMINATION OF AWARDS - CONSULTANTS

### 13.1 Application of Part 13

This Part applies only to Participants who are Consultants.

### 13.2 Termination for Breach of Consulting Agreement

If a Participating Company terminates a Consultant for breach of or failure to perform its obligations under the agreement governing its services as a ~~consultant~~ Consultant or, if the Consultant were an employee of the Company or a Subsidiary, would have entitled it to terminate the Consultant for Cause, all Awards held by the Consultant on the Termination Date,

whether vested or unvested, will automatically terminate on the Termination Date and the Consultant will cease to have any rights in relation to those Awards. This section also applies in the circumstances where a Consultant agrees to the termination of its services as an alternative to a termination described in the first sentence.

### **13.3 Other Termination of Consultant**

If a Consultant's services end in accordance with the agreement governing its services or the Consultant's services are terminated otherwise than under section 13.2, then:

- (a) any unvested Awards held by the Consultant on the Termination Date will automatically terminate on the Termination Date and the Participant will cease to have any rights in relation to those Awards;
- (b) unless otherwise agreed in writing with the Consultant, in the case of any vested Options held by the Consultant on the Termination Date, the Consultant will have the lesser of (i) 90 days after the Termination Date and (ii) remaining term of the Options to exercise those Options in accordance with this Plan, failing which the unexercised Options will automatically terminate and the Consultant will cease to have any rights in relation to those Options; and
- (c) in the case of any vested PSUs, RSUs or other Awards held by the Consultant on the Termination Date, the Company will settle those Awards as soon as practicable after the Termination Date in accordance with this Plan.

## **PART 14. CHANGE OF CONTROL**

### **14.1 Effect of a Change of Control**

Where there is a prospective Change of Control and the Board is not satisfied that the Person acquiring control intends to assume and honour the outstanding Awards or to substitute "**Alternative Awards**", the Board, in addition to its other powers, may terminate this Plan and accelerate vesting of Awards and instruct the Company to give written notice to all Participants advising that this Plan is to be terminated effective immediately before the Change of Control and all Awards (in the case of PSUs and other Awards with Performance Vesting Conditions the number to vest to be determined by the Board in its discretion) are deemed to have vested and have an exercise date or settlement date, as applicable, immediately before the termination of this Plan.

### **14.2 Alternative Awards**

In order to qualify as an Alternative Award, the right being substituted for an Award must (i) be based on a share that is listed on an Exchange or other public trading market, (ii) provide its Participant with rights and entitlements substantially equivalent to or better than under its existing Awards, including as to the terms of vesting, (iii) recognize, for purpose of vesting, the time existing Awards have been held before the Change of Control and (iv) have substantially equivalent economic value to the value of that Award (determined before the Change of Control).

### **14.3 Powers of the Board**

If there is a prospective Change of Control, the Board may (i) make any changes to the terms of the Award Agreements and Awards as it considers fair and appropriate in the circumstances, including to give effect to section 14.1, provided those changes are not adverse to the Participants, (ii) otherwise modify the terms of the Awards to assist the Participants in participating in the transaction leading to the Change of Control and (iii) terminate, conditionally or otherwise, the Awards not exercised or settled, as applicable, following successful completion of the Change of Control.

## **PART 15. AMENDMENTS AND TERMINATION**

### **15.1 Amendments and Termination**

(1) The Board may amend (subject to the following provisions of this section 15.1), suspend or terminate this Plan and any Award Agreement and outstanding Awards, or any part of this Plan or any Award Agreement or Award, at any time and for any purpose, without notice to or approval of any person, including the shareholders of the Company, except where required by law, including the rules, regulations and policies of the Exchange.

(2) Without limiting subsection (1), but subject to subsections (3) and (4), the Board may make the following types of changes or amendments to this Plan or any Award Agreement or Award without seeking shareholder approval:

- (a) amendments of a “housekeeping” or administrative nature, including any amendment to cure any ambiguity, error or omission in this Plan or any Award Agreement or to correct or supplement any provision of this Plan or any Award Agreement that is inconsistent with any other provision of this Plan or other Award Agreement;
- (b) amendments necessary to comply with applicable laws or regulations, including the rules, regulations and policies of the Exchange;
- (c) amendments necessary for this Plan or any Awards to comply with or to qualify for favourable treatment under applicable tax laws or regulations;
- (d) amendments to, or waivers of, the vesting provisions or other conditions of this Plan or any Award;
- (e) amendments to the termination or early termination provisions of any Award (including any Award held by an Insider) that does not entail an extension beyond the original expiry date of that Award;
- (f) amendments to change any restrictions on the entitlement to or eligibility for Awards;
- (g) amendments or changes to the process by which any Participant is entitled to exercise any Award, including to the form of notice of exercise of any Award, and the place where those notices are to be delivered; and

- (h) amendments necessary to suspend or terminate this Plan or any Award Agreement or Award.
- (3) Shareholder approval will be required for the following amendments:
  - (a) amendments to the number of Common Shares issuable under this Plan, including an increase to a fixed maximum percentage of Common Shares or a change from a fixed maximum percentage of Common Shares to a fixed maximum number of Common Shares;
  - (b) amendments to remove or increase the ~~insider~~Insider participation limits in section 3.5;
  - (c) amendments to remove or increase the participation limits in section 3.4(3) while the Common Shares are listed on the ~~TSX Venture Exchange~~TSXV;
  - (d) amendments to extend the term of an Award held by an Insider beyond the original expiry date, except as provided in subsection 6.3(2);
  - (e) amendments to the transferability or assignability of an Award pursuant to subsection 3.6(1);
  - (f) amendments to the amendment provisions in this subsection (3); and
  - (g) amendments required to be approved by shareholders under applicable law or regulations, including the rules, regulations and policies of the Exchange,

provided that

- (h) disinterested shareholder approval is required to be obtained for any reduction in the Option Exercise Price of an Option, other than under section 16.1 or the extension of the term of an Option, if the Participant holding such Option is an Insider of the Company at the time of the proposed amendment.

(4) Except as permitted in this Plan or any Award Agreement, or as required, in the opinion of the Board acting reasonably, for purposes of compliance with applicable law or regulatory requirements, no action of the Board or shareholders may adversely alter or impair the rights of a Participant without the consent of the affected Participant under any Award previously granted to the affected Participant.

## **PART 16. GENERAL**

### **16.1 Capital Adjustments**

~~Subject to applicable law, including, if necessary, the approval of the TSXV, if~~ there is any change in the capital of the Company affecting the Common Shares, including as a result of a stock split or consolidation, combination or exchange of shares, merger, amalgamation, spin-off or other special distribution (other than distributions or cash dividends in the ordinary course) of the Company's assets to shareholders, the Board, in its discretion, subject to applicable law, may make any adjustments it determines to be appropriate to reflect that change (for the

purpose of preserving the value of the Awards or the rights of Participants) including to (i) the number or kind of shares or other securities reserved for issuance under this Plan, (ii) the number or kind of shares or other securities subject to unexercised Options previously granted and the ~~Exercise Price~~[exercise price](#) of those Options and (iii) the number of Awards held by the Participants.

## 16.2 Unsecured Obligations

The Company's obligations under this Plan and the Awards are unsecured obligations and Participants will not have any greater rights than those of an unsecured general creditor of the Company.

## 16.3 Clawback

If any of the following events occurs:

- (a) the Participant fails to comply with any obligation to the Company or a Subsidiary (i) to maintain the confidentiality of information relating to the Company or the Subsidiary or its business, (ii) not to engage in employment or business activities that compete with the business of the Company or the Subsidiary, whether during or after employment with the Company or Subsidiary, and whether that obligation is set out in an Award Agreement or other agreement between the Participant and the Company or Subsidiary, including an employment or consulting agreement, (iii) not to solicit employees or other service providers, customers or suppliers of the Company or the Subsidiary, whether during or after employment with the Company or Subsidiary, and whether that obligation is set out in an Award Agreement or other agreement between the Participant and the Company or Affiliate, including an employment or consulting agreement (collectively, a "**Restrictive Covenant**");
- (b) the Participant's employment or service is terminated under section 12.2 or 13.2;
- (c) the Board determines that the Participant engaged in conduct that causes material financial or reputational harm to the Company or its Subsidiaries, or engaged in gross negligence, willful misconduct or fraud in respect of the performance of the Participant's duties to or for the Company or a Subsidiary; or
- (d) the Company's financial statements (the "**Original Statements**") are required to be restated (other than as a result of a change in accounting policy or under applicable financial reporting standards) and the restated financial statements (the "**Restated Statements**") disclose, in the Board's opinion, materially worse financial results than those contained in the Original Statements,

then the Board, in its discretion, to the extent it determines that its action is in the best interests of the Company, and in addition to any other rights that the Company or a Subsidiary may have at law or under any agreement, may take one or more of the following actions:

- (e) require the Participant (and the Participant agrees) to reimburse the Company for any amount paid to the Participant in respect of an Award in cash (i) in the

case where paragraph (a), (b) or (c) applies, in the 12 months before the Participant failed to comply with a Restrictive Covenant or was terminated under paragraph (b) or the Board made a determination under paragraph (c) or (ii) in the case where paragraph (d) applies, the excess of the amount that should otherwise have been paid in respect of that Award had the determination of that amount been based on the Restated Statements, in each case, less any Applicable Withholding Tax;

- (f) reduce the number or value of, or cancel and terminate, any one or more unvested grants of Award (other than Common Shares) on or before the vesting dates, or cancel or terminate any outstanding Awards that have vested in the 12 months before the date on which the Participant failed to comply with a Restrictive Covenant or was terminated under paragraph (b), the Board made a determination under paragraph (c) or the Board determined that the Original Statements are required to be restated (each such date being a “**Relevant Equity Recoupment Date**”); or
- (g) require the Participant (and the Participant agrees) to pay to the Company the value of any Common Shares acquired by the Participant pursuant to an Award granted in the 12 months before a Relevant Equity Recoupment Date (less any amount paid by the Participant to acquire those Common Shares) less any Applicable Withholding Tax.

#### **16.4 Successors and Assigns**

This Plan is binding on all successors and permitted assigns of the Participating Companies and each Participant, including the legal representative of a Participant, or any receiver or trustee in bankruptcy or representative of the creditors of a Participating Company or a Participant.

#### **16.5 No Special Rights**

Nothing in this Plan or by the grant of any Awards will confer on any Participant any right to the continuation of the Participant’s employment by a Participating Company or interfere in any way with the right of any Participating Company at any time to terminate a Participant’s employment or to increase or decrease the compensation of a Participant.

#### **16.6 Other Employee Benefits**

The amount of any compensation received by a Participant as a result of the exercise or settlement of any Award will not constitute compensation with respect to which any other employee benefits of that Participant are determined, including benefits under any bonus, pension, profit-sharing, insurance or salary continuation plan, unless otherwise determined by the Board.

#### **16.7 No Liability**

Participating Companies will not be liable to any Participant for any loss resulting from a decline in the price or market value of any Common Shares.

## 16.8 Government Regulation and Grant Restrictions

(1) The Company's obligation to issue and deliver Common Shares under any Award is subject to (i) the qualification or registration of those Common Shares under applicable securities laws or the availability of and compliance with applicable exemptions from those securities laws, (ii) the listing of those Common Shares on the Exchange and (iii) the receipt from the Participant of any information for the purpose of complying with applicable securities or privacy laws and the rules, regulations and policies of the Exchange and of representations, agreements and undertakings as to future dealings in those Common Shares in order to safeguard against the violation of the securities laws of any jurisdiction, in each case, as the Company determines to be necessary or advisable for that purpose.

(2) Awards may not be granted with a Date of Grant or effective date earlier than the date on which all actions required to grant the Awards have been completed.

## 16.9 No Rights as a Shareholder

Participants will not have any rights as a holder of any Common Shares covered by an Award (other than an Award of Restricted Shares or Common Shares), including the right to vote or to receive dividends or other distributions on the Common Shares.

## 16.10 Tax Matters Generally

(1) Each Participant is responsible for completing and filing any tax returns that may be required under Canadian, United States or other applicable jurisdiction's tax laws within the periods specified in those laws as a result of the Participant's participation in this Plan and the granting or payment or settlement of an Award.

(2) Each Participant is solely responsible for the payment of any Applicable Withholding Tax. The Company will have the right to deduct from any payment or other settlement to be made in connection with this Plan, or to require, before the issuance or delivery of Common Shares (including Restricted Shares) or other property, payment by the Participant of any Applicable Withholding Taxes. The Company may also make alternative arrangements with any Participant as to the payment or funding of any such Applicable Withholding Taxes.

(3) The Company does not make any representation to Participants as to the tax consequences of any Award. The Company will not have any liability for any tax, interest or penalties that any Participant may incur as a result of the grant, vesting, exercise or settlement of any Award.

## 16.11 Severability

The invalidity or unenforceability of any provision of the Plan will not affect the validity or enforceability of any other provision and any invalid or unenforceable provision will be severed from this Plan.

## 16.12 Effective Date

This Plan was approved by the shareholders of the Company, effective as of ~~June 29~~<sup>[●]</sup>, ~~2021~~<sup>2022</sup>.