

HYDAWAY VENTURES CORP.

STOCK OPTION PLAN (Dated for reference May 3, 2022)

1. PURPOSE

1.1 The purpose of the Plan (as defined herein) is to provide the Participants (as defined herein) with an opportunity to purchase Common Shares (as defined herein) and benefit from the appreciation thereof. This proprietary interest in the Company will provide an increased incentive for the Participants to contribute to the future success and prosperity of the Company, thus enhancing the value of the Common Shares for the benefit of all the shareholders and increasing the ability of the Company and its Subsidiaries (as defined herein) to attract and retain individuals of exceptional skill.

2. DEFINED TERMS

2.1 Where used herein, the following terms shall have the following meanings (all other capitalized terms used and not defined herein shall have the meanings ascribed to them in the Corporate Finance Policies of the TSX Venture Exchange). Words importing the singular, where the context requires, include the plural and vice versa and words importing any gender include all genders.

- (a) "Acceleration Right" means the Participant's right, in certain circumstances, to exercise its outstanding Option as to all or any of the Common Shares in respect of which such Option has not previously been exercised and which the Participant is entitled to exercise, including in respect of Common Shares not otherwise vested at such time;
- (b) "Board" means the board of directors of the Company;
- (c) "Business Day" means each day other than a Saturday, Sunday or statutory holiday in British Columbia, Canada;
- (d) "Change of Control" means an acquisition by any means (other than a Takeover Bid) by a person or persons acting jointly or in concert of beneficial ownership of such number of Common Shares or rights to Common Shares, which together with such person's then owned Common Shares and rights to Common Shares, if any, represent (assuming the full exercise of such rights to voting securities) more than 50% of the combined voting right of the then outstanding Common Shares;
- (e) "Common Shares" means the common shares in the capital of the Company or, in the event of an adjustment contemplated by Article 8 hereof, such shares to which a Participant may be entitled upon the due exercise of an Option as a result of such adjustment;
- (f) "Company" means Hydaway Ventures Corp., and includes any successor corporation thereof;
- (g) "Exchange" means the TSX Venture Exchange or, if the Common Shares are not then listed and posted for trading on the TSX Venture Exchange, then on any stock exchange in Canada on which such shares are listed and posted for trading or any other regulatory body having jurisdiction as may be selected for such purpose by the Board;
- (h) "Exercise Notice" means the notice in writing signed by the Participant or such Participant's legal personal representative addressed to the Company specifying an intention to exercise all or a portion of the Option;
- (i) "Expiry Time" means the time at which the Options will expire, being 5:00 p.m. (Vancouver time) on a date to be fixed by the Board at the time the Option is granted, which date will not be more

than ten (10) years from the date of grant;

- (j) "Fair Market Value" means, for the purposes of sections 4.5 and 9.4 hereof, at any date in respect of the Common Shares, the closing price of the Common Shares as reported by the Exchange or the Toronto Stock Exchange, as the case may be, on the last trading day immediately preceding such date or, if the Common Shares are not listed on any stock exchange, a price determined by the Board;
- (k) "Insider" has the meaning ascribed thereto in Policy 1.1 of the Exchange;
- (l) "Option" means an option to purchase Common Shares from treasury granted by the Company to a Participant, subject to the provisions contained herein;
- (m) "Option Price" means the price per share at which Common Shares may be purchased under the Option, as the same may be adjusted herein;
- (n) "Participant" means the directors, officers, and employees of, and consultants to, the Company or its Subsidiaries, as defined by the relevant Exchange and, subject to compliance with the applicable requirements of the Exchange, the Personal Holding Companies of such persons, to whom an Option has been granted by the Board pursuant to the Plan and which Option or a portion thereof remains unexercised;
- (o) "Personal Holding Company" means a company of which 100% of the voting shares are beneficially owned, directly, or indirectly, by a director, officer, or employee of, or consultant to, the Company or its Subsidiaries and such entity shall be bound by the Plan in the same manner as if the Options were held directly;
- (p) "Plan" means this stock option plan of the Company, as the same may be amended or varied from time to time;
- (q) "Subsidiary" means any corporation that is a Subsidiary of the Company, as such provision is from time to time amended, varied, or re-enacted, or a "related entity" as defined in section 2.22 of National Instrument 45-106; and
- (r) "Take-Over Bid" has the meaning ascribed thereto in the Securities Act (British Columbia), as such provision is from time to time amended, varied, or re-enacted.

3. ADMINISTRATION OF THE PLAN

3.1 The Board shall administer this Plan. Options granted under the Plan shall be granted in accordance with determinations made by the Board pursuant to the provisions of the Plan as to: (a) the Participants to whom and the time or times at which the Options will be granted; the number of Common Shares which shall be the subject of each Option; (b) any vesting provisions attaching to the Option; and (c) the terms and provisions of the respective stock option agreements, provided however, that each director, officer, employee or consultant shall have the right not to participate in the Plan and any decision not to participate therein shall not affect the employment by or engagement with the Company. The Board shall ensure that Participants under the Plan are eligible to participate under the Plan, and, if required by the Exchange, shall represent, and confirm that the Participant is a bona fide employee, consultant, or management company employee (as defined in the policies of the Exchange).

3.2 The Board may, from time to time, adopt such rules and regulations for administering the Plan as it may deem proper and in the best interests of the Company and may, subject to applicable law, delegate its powers hereunder to administer the Plan to a committee of the Board (the "Committee"). The Committee shall be comprised of two or more members of the Board who shall serve at the pleasure of the Board. Vacancies occurring on the Committee shall be filled by the Board.

3.3 The Committee (or the Board where the Committee has not been constituted) shall have the power to delegate to any member of the Board or officer so designated (the "Administrator") the power to determine which Participants are to be granted Options and to grant such Options, the number of Common Shares purchasable under each Option, the Option Price and the time or times when and the manner in which Options are exercisable, and the Administrator shall make such determinations in accordance with the provisions of this Plan and with applicable securities and stock exchange regulatory requirements, subject to final approval by the Committee or the Board where the Committee has not been constituted.

4. GRANTING OF OPTIONS

4.1 Participants may be granted Options from time to time. The grant of Options will be subject to the conditions contained herein and may be subject to additional conditions determined by the Board from time to time. Each Option granted hereunder shall be evidenced by an agreement in writing, signed on behalf of the Company and by the Participant, in such form as the Board shall approve from time to time. Each such agreement shall recite that it is subject to the provisions of this Plan.

4.1 The aggregate number of Common Shares of the Company allocated and made available to be granted to Participants under the Plan shall not exceed 10% of the issued and outstanding Common Shares of the Company as at the date of grant (on a non-diluted basis). Any issuance of Common Shares from treasury pursuant to the due exercise of Options including payment therefor shall automatically replenish the number of Common Shares available for Option grants under the Plan. Common Shares in respect of which Options are cancelled or not exercised prior to expiry, for any reason, shall be issuable for subsequent Option grants under the Plan. No fractional shares may be purchased or issued hereunder.

4.3 The Company shall at all times, during the term of the Plan, reserve and keep available such number of Common Shares as will be sufficient to satisfy the requirements of the Plan.

4.4 Any grant of Options under the Plan shall be subject to the following restrictions:

- (a) the aggregate number of Common Shares reserved for issuance pursuant to Options granted to any one Participant, other than a consultant, in any twelve (12) month period may not exceed 5% of the Company's total issued and outstanding Common Shares, unless disinterested shareholder approval is obtained;
- (b) the aggregate number of Common Shares issuable pursuant to Options granted to Insiders pursuant to the Plan and other security-based compensation arrangements may not exceed 10% of the Company's total issued and outstanding Common Shares, unless disinterested shareholder approval is obtained;
- (c) the aggregate number of Common Shares issued to Insiders pursuant to the Plan and other security-based compensation arrangements in any twelve (12) month period may not exceed 10% of the Company's total issued and outstanding Common Shares, unless disinterested shareholder approval is obtained;
- (d) no more than 2% of the total issued and outstanding Common Shares at the time of grant may be granted to any one consultant in any twelve (12) month period (and while the Company remains a CPC (as defined in Policy 2.4 of the Exchange), it is limited to granting Options to only technical consultants whereby the number of Common Shares which may be reserved for issue pursuant to Options granted to all technical consultants shall not exceed 2% of the Company's total issued and outstanding Common Shares at the date of grant); and
- (e) no more than an aggregate of 2% of the total issued and outstanding Common Shares at the time of grant may be granted to all persons engaged to conduct Investor Relations Activities (as defined in Policy 1.1 of the Exchange) in any twelve (12) month period (provided that while the Company is a CPC it must not grant any Options to such persons

employed in Investor Relations Activities, promotional or market-making services).

4.5 Provided that the Company is listed on the Toronto Stock Exchange (the "TSX") and is in compliance with applicable TSX requirements, and subject to tax withholding procedures as determined by the Company, the Board may grant Options which allow a Participant to elect to exercise its Option on a "cashless basis", whereby the Participant, instead of making a cash payment for the aggregate Option Price, shall be entitled to be issued such number of Common Shares equal to the number which results when: (i) the difference between the aggregate Fair Market Value of the Common Shares underlying the Option and the aggregate Option Price of such Option is divided by (ii) the Fair Market Value of each Common Share. For greater certainty, the Options may not be exercised on a "cashless basis" while the Common Shares are listed on an Exchange other than the TSX.

4.6 All Options granted pursuant to this Plan shall be subject to rules and policies of the Exchange and any other regulatory body having jurisdiction.

4.7 A Participant who has been granted an Option may, if otherwise eligible, and if permitted under the policies of the Exchange, be granted an additional Option if the Board so determines.

5. OPTION PRICE

5.1 Subject to applicable Exchange approval, the Option Price shall be fixed by the Board at the time the Option is granted to a Participant. In no event shall the price be less than the Discounted Market Price (as defined in Policy 1.1 of the Exchange). If a press release fixing the price is not issued, the Discounted Market Price is the closing price per Common Share on the Exchange on the last trading day preceding the date of grant on which there was a closing price (less the applicable discount) or, if the Common Shares are not listed on any stock exchange, a price determined by the Board.

5.2 Once the Option Price has been determined by the Board, accepted by the Exchange and the Option has been granted, if the Participant is an Insider, the Option Price of such Option may only be reduced if disinterested shareholder approval is obtained; provided that such disinterested shareholder approval is then a requirement of the Exchange or other regulatory body having jurisdiction.

6. TERM OF OPTION

6.1 The term of the Option shall be a period of time fixed by the Board, not to exceed ten (10) years from the date of grant. Unless the Board determines otherwise, Options shall be exercisable in whole or in part at any time during this period in accordance with such vesting provisions, conditions, or limitations (including applicable hold periods) as are herein contained or as the Board may from time to time impose, or as may be required by the Exchange or under applicable securities law.

6.2 Each Option and all rights thereunder shall be expressed to expire at the Expiry Time but shall be subject to earlier termination in accordance with Section 12 hereof or as otherwise provided herein.

6.3 Subject to any specific requirements of the Exchange, the Board shall determine the vesting period or periods within the Option term, during which a Participant may exercise an Option or a portion thereof.

6.4 In addition to any resale restriction under securities laws, an Option may be subject to a four (4) month Exchange hold period commencing on the date the Option is granted.

6.5 Except in the case of a Participant's Option that terminates pursuant to section 12.4 below, in the event that the term of any Option expires within or immediately following a "blackout period" imposed by the Company, the Option shall expire on the date (the "Blackout Expiration Date") that is ten (10) Business Days following the end of such blackout period. The Blackout Expiration Date shall not be subject to the discretion of the Board.

6.6 If the Participant is an Insider, the Expiry Time of an Option may only be extended if disinterested

shareholder approval is obtained; provided that such disinterested shareholder approval is then a requirement of the Exchange or other regulatory body having jurisdiction.

7. EXERCISE OF OPTION

7.1 Subject to the provisions of the Plan and the terms of any stock option agreement, an Option or a portion thereof may be exercised, from time to time, by delivery of the Exercise Notice to the Company's principal office. The Exercise Notice shall state the intention of the Participant or such Participant's legal personal representative to exercise the said Option or a portion thereof and specify the number of Common Shares in respect of which the Option is then being exercised and shall be accompanied by the aggregate Option Price of the Common Shares which are the subject of the exercise. Such Exercise Notice shall contain the Participant's undertaking to comply, to the satisfaction of the Company, with all applicable requirements of the Exchange and any applicable regulatory authorities.

7.2 If the Company is required under the Income Tax Act (Canada) or any other applicable law to make source deductions in respect of employee stock option benefits and to remit to the applicable governmental authority an amount on account of tax on the value of the taxable benefit associated with the issuance of Common Shares on due exercise of Options, then the Participant shall:

- (a) pay to the Company, in addition to the aggregate Option Price for the Options, sufficient cash as is reasonably determined by the Company to be the amount necessary to permit the required tax remittance;
- (b) authorize the Company, on behalf of the Participant, to sell in the market on such terms and at such time or times as the Company determines a portion of the Common Shares being issued upon due exercise of the Options to realize cash proceeds to be used to satisfy the required tax remittance; or
- (c) make other arrangements acceptable to the Company to fund the required tax remittance.

8. ADJUSTMENTS IN SHARES

8.1 If the outstanding shares of the Company are increased, decreased, changed into or exchanged for a different number or kind of shares or securities of the Company through a re-organization, plan of arrangement, merger, re-capitalization, re-classification, stock dividend, subdivision or consolidation, an appropriate and proportionate adjustment shall be:

- (a) made by the Board, in its discretion, and
- (b) with respect to any adjustment, other than in connection with a subdivision or consolidation of the outstanding shares of the Company, be subject to the prior approval of the Exchange, provided that such approval is then a requirement of the Exchange,

in the number or kind of shares optioned and the Option Price with respect to:

- (c) previously granted and unexercised Options or portions thereof; and
- (d) Options which may be granted subsequent to any such change in the Company's capital.

8.2 Determinations by the Board as to what adjustments shall be made, and the extent thereof, shall be final, binding, and conclusive. The Company shall not be obligated to issue fractional securities in satisfaction of any of its obligations hereunder.

9. ACCELERATED VESTING

9.1 In the event that certain events such as a liquidation or dissolution of the Company or a re-

organization, plan of arrangement, merger or consolidation of the Company with one or more corporations, as a result of which there is a Change of Control or the Company is not the surviving corporation, or the sale by the Company of all or substantially all of the property and assets of the Company to another corporation prior to the Expiry Time, are proposed or contemplated, the Board may, notwithstanding the terms of this Plan or any stock option agreements issued hereunder, exercise its discretion, by way of resolution, to permit accelerated vesting of Options on such terms as the Board sees fit at that time. If the Board, in its sole discretion, determines that the Common Shares subject to any Option granted hereunder shall vest on an accelerated basis, all Participants entitled to exercise an unexercised portion of Options then outstanding shall have the right at such time, upon written notice being given by the Company, to exercise such Options to the extent specified and permitted by the Board and within the time period specified by the Board, which shall not extend past the Expiry Time. Notwithstanding the foregoing, the Board may not accelerate vesting of Options granted to Participants providing Investor Relations Activities, promotional or market-making services without the prior written approval of the Exchange.

9.2 An Option may provide that whenever the Company's shareholders receive a Take-Over Bid and the Company supports this bid, pursuant to which the "offeror" would, as a result of such Take-Over Bid being successful, beneficially own in excess of 50% of the outstanding Common Shares, the Participant may exercise the Acceleration Right. The Acceleration Right shall commence on the date of the mailing of the Board circular recommending acceptance of the Take- Over Bid and end on the earlier of:

- (a) the Expiry Time; and
- (b) in the event the Take-Over Bid is unsuccessful, the expiry date of the Take- Over Bid; and (ii) in the event the Take-Over Bid is successful, the tenth (10th) day following the expiry date of the Take-Over Bid.

9.3 At the time of the termination of the Acceleration Right, the original vesting terms of the Options shall be reinstated with respect to the Common Shares issuable thereunder which were not acquired by the holders of such Options pursuant to the terms thereof. Notwithstanding the foregoing, the Acceleration Right may be extended for such longer period as the Board may resolve.

9.4 Provided that the Company is listed on the TSX and is in compliance with applicable TSX requirements, the Company may satisfy any obligations to a Participant hereunder by paying to the Participant in cash the difference between the Option Price of all unexercised Options granted hereunder and the Fair Market Value of the Common Shares to which the Participant would be entitled upon exercise of all unexercised Options, regardless of whether all conditions of exercise relating to continuous employment have been satisfied.

10. CAPITAL POOL COMPANY RESTRICTIONS

10.1 As long as the Company is classified as a CPC or Capital Pool Company (as defined in Policy 2.4 of the Exchange), the terms and conditions of the Plan will remain subject to the following specific restrictions:

- (a) Options granted by the CPC may only entitle the Participant to acquire Common Shares of the CPC. Options may only be granted to a director or officer of the CPC, and where permitted by applicable securities legislation, a technical consultant whose particular industry expertise in relation to the business of the Vendors or the Target Company, as the case may be, is required to evaluate the proposed Qualifying Transaction, or a company, all of whose securities are owned, directly and indirectly, by such a director, officer, or technical consultant. The total number of Common Shares reserved for issuance pursuant to Options may not exceed 10% of the Common Shares outstanding as at the date of grant of the respective Option.
- (b) The number of Common Shares reserved for issuance pursuant to Options to any individual director or officer may not exceed 5% of the Common Shares outstanding as at the date of grant of any Option. The number of Common Shares reserved for issuance pursuant to Options to all

technical consultants may not exceed 2% of the Common Shares outstanding as at the date of grant of any Option. Options granted by a CPC are subject to the percentage limitations set forth in Policy 4.4 of the Exchange – Incentive Stock Options.

- (c) The CPC is prohibited from granting Options to any person providing Investor Relations Activities, promotional or market-making services.
- (d) The Option Price of any Option granted by a CPC prior to the closing of the initial public offering (the "IPO") cannot be less than the lowest price at which Seed Shares (as defined in Policy 2.4 of the Exchange) were issued by the CPC.
- (e) While the Company is a CPC, no Option may be granted pursuant to this Plan unless the optionee first enters into a CPC Escrow Agreement (as defined in Policy 2.4 of the Exchange) with the Company agreeing to deposit the Options and the Common Shares acquired pursuant to the exercise of such Options, into escrow until the issuance of a Final QT Exchange Bulletin (as defined in Policy 2.4 of the Exchange) and in accordance with the terms of the CPC Escrow Agreement and Policy 2.4 of the Exchange.
- (f) While the Company is a CPC, all Options granted, and all Common Shares issued pursuant to the exercise of Options must be held in escrow in accordance with the terms of the CPC Escrow Agreement and Policy 2.4 of the Exchange.

11. DECISIONS OF THE BOARD

11.1 All decisions and interpretations of the Board respecting the Plan or Options granted thereunder shall be conclusive and binding on the Company and the Participants and their respective legal personal representatives and on all directors, officers, employees, and consultants of the Company who are eligible to participate under the Plan.

12. CEASING TO BE A DIRECTOR, OFFICER, EMPLOYEE OR CONSULTANT

12.1 Subject to the terms of the applicable stock option agreements and subject to sections 12.2, 12.4, 12.5 and 14.2(c) hereof, in the event of the Participant ceasing to be a director, officer, employee or consultant of the Company or a Subsidiary for any reason other than death, including the resignation or retirement of the Participant or the termination by the Company or a Subsidiary of the employment of the Participant, prior to the Expiry Time, such Option (including an Option held by a Participant's Personal Holding Company) may be exercised as to such Common Shares in respect of which the Option has not previously been exercised (and as the Participant would have been entitled to exercise) at any time up to and including (but not after, except as provided below) the earlier of: (a) the Expiry Time; and (b) 90 days (or 30 days for any Participant engaged in Investor Relation Activities) following the effective date of such resignation or retirement or a date that is 90 days (or 30 days for any Participant engaged in Investor Relation Activities) following the date notice of termination of employment is given by the Company or a Subsidiary, whether such termination is with or without reasonable notice, subject to such shorter period as may be otherwise specified in the stock option agreement, after which date the Option shall forthwith expire and terminate and be of no further force or effect whatsoever. Notwithstanding the foregoing, the Board may determine, without any further regulatory or shareholder approval, to extend such 90-day period referenced in item (b) of the foregoing sentence for Participants (excluding those that are engaged in Investor Relations Activities), provided that in no event may such period exceed 12 months following the effective date of such resignation, retirement, or delivery of notice of termination.

12.2 Options granted to any Participant while the Company is a CPC that does not continue as a director, officer, technical consultant or employee of the Resulting Issuer (being the Issuer that was formerly a CPC, which exists upon issuance of the Exchange Bulletin following closing of the Qualifying Transaction) (the "Resulting Issuer"), have a maximum term of 12 months after the Participant ceases to be a director, officer, technical consultant or employee of the CPC or Resulting Issuer, as the case may be. Any Common Shares acquired on exercise of Options prior to the Completion of the Qualifying Transaction (as defined in

Exchange Policy 2.4) must be deposited in escrow and will be subject to escrow until the Final Exchange Bulletin (as defined in Exchange Policy 2.4) is issued.

12.3 In consideration of the Option hereby granted, in the event of the resignation or retirement of the Participant or the termination of employment by the Company without cause, the Participant hereby covenants not to sue the Company for damages arising from the loss of rights granted hereunder and releases the Company from any damages.

12.4 Notwithstanding the foregoing, in the event of termination for cause, such Option (including an Option held by a Participant's Personal Holding Company) shall expire and terminate immediately at the time of delivery of notice of termination of employment for cause to the Participant by the Company or a Subsidiary and shall be of no further force or effect whatsoever as to the Common Shares in respect of which an Option has not previously been exercised.

12.5 In the event of the death of a Participant on or prior to the Expiry Time, such Option (including an Option held by a Participant's Personal Holding Company) may be exercised as to such of the Common Shares in respect of which such Option has not previously been exercised (and as the Participant would have been entitled to purchase), by the legal personal representatives of the Participant at any time up to and including the date that is one (1) year from the date of death of the Participant, after which date the Option shall forthwith expire and terminate and be of no further force or effect whatsoever.

12.6 Options shall not be affected by any change of employment of the Participant where the Participant continues to be employed by the Company or any of its Subsidiaries.

13. TRANSFERABILITY

13.1 All benefits, rights and options accruing to any Participant in accordance with the terms and conditions of the Plan shall not be transferable or assignable unless specifically provided herein or to the extent, if any, permitted by the Exchange.

14. AMENDMENT OR DISCONTINUANCE OF PLAN

14.1 The approval of the Board and the requisite approval from the Exchange and the shareholders shall be required for any of the following amendments to be made to the Plan:

- (a) any increase to the fixed maximum percentage of Common Shares issuable under the Plan;
- (b) a reduction in the Option Price of an Option (other than for standard anti-dilution purposes) held by or benefiting an Insider;
- (c) an increase in the maximum number of Common Shares that may be issued to Insiders within any one-year period or that are issuable to Insiders at any time;
- (d) an extension of the term of an Option held by or benefiting an Insider;
- (e) any change to the definition of "Participants" which would have the potential of broadening or increasing Insider participation;
- (f) the addition of any form of financial assistance;
- (g) any amendment to a financial assistance provision which is more favourable to Participants;
- (h) provided that the Company is listed on the TSX, the addition of a cashless exercise feature, payable in cash or securities which does not provide for a full deduction of the number of

underlying securities from the Plan reserve;

- (i) the addition of a deferred or restricted share unit or any other provision which results in Participants receiving securities while no cash consideration is received by the Company; and
- (j) any other amendments that may lead to significant or unreasonable dilution in the Company's outstanding securities or may provide additional benefits to Participants, especially Insiders, at the expense of the Company and its existing shareholders.

14.2 The Board may, without shareholder approval but subject to receipt of requisite approval as required by the Exchange, in its sole discretion make all other amendments to the Plan that are not of the type contemplated in subsection 14.1 above including, without limitation:

- (a) amendments of a housekeeping nature;
- (b) a change to the vesting provisions of an Option or the Plan;
- (c) a change to the termination provisions of an Option or the Plan (including determining that any of the provisions of the Plan or any agreement subject to the Plan concerning the effect of termination (for whatever reason) of the Participant's employment, service or consulting agreement/arrangement or cessation of the Participant's directorship or office, shall not apply for any reason acceptable to the Board) which does not entail an extension beyond the earlier of (A) the original expiry date; and (B) one year after the effective date of the termination, in each case except as contemplated in Section 6.5 above; and
- (d) provided that the Company is listed on the TSX, the addition of a cashless exercise feature, payable in cash or securities, which provides for a full deduction of the number of underlying securities from the Plan reserve.

15. PARTICIPANTS' RIGHTS

15.1 A Participant shall not have any rights as a shareholder of the Company until the issuance of a certificate for Common Shares upon the due exercise of an Option or a portion thereof, including payment therefor, and then only with respect to the Common Shares represented by such certificate or certificates.

15.2 Nothing in the Plan or any Option shall confer upon any Participant any rights to continue in the employ of the Company or any Subsidiaries or affect in any way the right of the Company or any such Subsidiaries to terminate the employment of the Participant at any time; nor shall anything in the Plan or any Option be deemed or construed to constitute an agreement, or an expression of intent, on the part of the Company or any such Subsidiaries to extend the employment of any Participant beyond the time such Participant would normally retire pursuant to the provisions of any present or future retirement plan of the Company or any Subsidiaries, or beyond the time at which he would otherwise be retired pursuant to the provisions of any contract of employment with the Company or any Subsidiaries.

16. APPROVALS

16.1 The Plan shall be subject, if applicable, to the approval of the Exchange or other regulatory body having jurisdiction at that time and, if so required thereby, to the approval of the shareholders of the Company.

16.2 Any Options granted prior to such approval and acceptance shall be conditional upon such approval and acceptance being given and no such Options may be exercised unless such approval and acceptance is given.

17. GOVERNMENT REGULATION

17.1 The Company's obligation to issue and deliver Common Shares under any Option is subject to:

- (a) the satisfaction of all requirements under applicable securities laws in respect thereof and obtaining all regulatory approvals as the Company shall determine to be necessary or advisable in connection with the authorization, issuance, or sale thereof;
- (b) the admission of such Common Shares to listing on any stock exchange on which such Common Shares may then be listed; and
- (c) the receipt from the Participant of such representations, warranties, agreements, and undertakings as to future dealings in such Common Shares as the Company determines to be necessary or advisable in order to safeguard against the violation of the securities laws of any jurisdiction.

17.2 In this regard, the Company shall take all reasonable steps to obtain such approvals and registrations as may be necessary for the issuance of such Common Shares and for the listing of such Common Shares on the Exchange, in compliance with applicable securities laws. If any shares cannot be issued to any Participant for whatever reason, the obligation of the Company to issue such shares shall terminate and the Option Price paid to the Company will be returned to the Participant.

18. COSTS

18.1 The Company shall pay all costs of administering the Plan.

19. INTERPRETATION

19.1 This Plan shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

20. COMPLIANCE WITH APPLICABLE LAW

20.1 If any provision of the Plan or any Option contravenes any law or any order, policy, bylaw or regulation of any regulatory body or the Exchange, then such provision shall be deemed to be amended to the extent required to bring such provision into compliance therewith.