



**NOTICE OF ANNUAL GENERAL MEETING  
TO BE HELD ON JANUARY 23, 2025**

The annual general meeting of the shareholders of Titan Logix Corp. will be held in Edmonton, Alberta at 4130 – 93 Street NW, at 9:00 A.M. (MST) on January 23, 2025, to:

1. receive and consider financial statements for the fiscal year ended August 31, 2024;
2. fix the number of directors to be elected at four;
3. elect the directors;
4. appoint the auditors and to authorize the directors to fix their remuneration;
5. receive disinterested shareholder approval of the 2024 Amended and Restated Stock Option Plan: and
6. transact such other business as may properly be brought before the Meeting or any adjournment.

You are encouraged to vote in advance of the Meeting. If you are a registered shareholder and unable to attend the Meeting in person, date and sign the enclosed form of proxy and deposit it with Computershare, Proxy Department, 8th floor, 100 University Avenue, Toronto, ON M5J 2Y1 or alternatively as indicated on the Form of Proxy, vote by telephone by calling 1-866-732-8863 or online at [www.investorvote.com](http://www.investorvote.com). In order to be valid and acted upon at the Meeting, the form of proxy must be returned, or voting completed by telephone or online not less than 48 hours before the time for holding the Meeting (excluding Saturdays, Sundays and holidays) or any adjournment.

If you are not a registered shareholder, you are encouraged to exercise your voting rights via one of the methods described in the voting instruction form.

Only shareholders of record at the close of business on December 12, 2024, will be entitled to exercise voting rights in respect of the Meeting, unless that shareholder has transferred any shares subsequent to that date and the transferee shareholder, not later than 10 days before the Meeting, establishes ownership of the shares and requests that the transferee's name be included on the list of shareholders.

**DATED at: Edmonton, Alberta this December 12, 2024.**

**By order of the Board of Directors**

S. Grant Reeves  
Director

**Annual General Meeting**

January 23, 2025

Information for Shareholders of



**MANAGEMENT INFORMATION CIRCULAR**

Dated: December 12, 2024

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**TITAN LOGIX CORP.**  
**(the "Corporation")**

**Management Information Circular dated December 12, 2024  
for the Annual General Meeting to be held on January 23, 2025**

**PROXIES**

**Solicitation of Proxies**

This Management Information Circular is furnished in connection with the solicitation of proxies by the management of Titan Logix Corp. for use at the annual general meeting of shareholders (the "Meeting") to be held at 4130 – 93<sup>rd</sup> Street NW, Edmonton, AB at 9:00 A.M. (Edmonton time) on Thursday, January 23, 2025 and at any adjournment thereof, for the purposes set forth in the accompanying Notice of Meeting. Unless the context otherwise requires, when this Management Information Circular refers to the Corporation, its subsidiaries are also included. While it is expected that the solicitation will be primarily by mail, proxies may be solicited personally or by telephone by directors, officers and employees of the Corporation. All costs of solicitation will be borne by the Corporation.

**Appointment of Proxies**

The persons named in the enclosed form of proxy (the "Management Proxyholders") are officers or directors of the Corporation.

**A SHAREHOLDER, HAS THE RIGHT TO APPOINT A PERSON OTHER THAN A MANAGEMENT PROXYHOLDER, WHO NEED NOT BE A SHAREHOLDER, TO REPRESENT YOU AT THE MEETING. TO EXERCISE THIS RIGHT YOU SHOULD INSERT THE NAME OF YOUR REPRESENTATIVE IN THE BLANK SPACE PROVIDED ON THE FORM OF PROXY AND STRIKE OUT THE NAMES OF THE MANAGEMENT PROXYHOLDERS OR SUBMIT ANOTHER APPROPRIATE PROXY.**

A proxy will not be valid unless the completed proxy is received by Computershare, Proxy Department, 8<sup>th</sup> floor, 100 University Avenue, Toronto, ON M5J 2Y1, not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time of the Meeting or any adjournment, unless the Chair of the Meeting elects to exercise his discretion to accept proxies received subsequently. Only holders of common shares (the "shareholders") of record at the close of business on December 12, 2024 or duly appointed proxyholders will be entitled to vote at the Meeting, unless that shareholder has transferred any shares subsequent to that date and the transferee shareholder, not later than 10 days before the Meeting, establishes ownership of the shares and requests that the transferee's name be included on the list of shareholders.

The form appointing a proxy must be in writing and must be executed by you or your attorney authorized in writing or, if you are a corporation, under your corporate seal or by an authorized officer or attorney of the corporation.

**Voting of Shares - Advice to Non-Registered Shareholders**

**The information set forth in this section is of significant importance to you if you do not hold your shares in your own name.** Only shareholders whose names appear on the records as the registered holders of shares or duly appointed proxyholders are permitted to vote at the Meeting. If shares are listed in your account statement provided by a brokerage firm through which you purchased the shares (such as a bank, trust company, trustee or administrator of self-administered RRSP's, RRIF's, RESP's and similar plans) or clearing agency such as The Canadian Depository for Securities Limited (CDS & Co.), (in each case, the "Nominee"), then in almost all cases those shares will not be registered in your name. Such shares will likely be registered under the name of the Nominee. Without specific instructions, a Nominee is prohibited from voting your shares.

Applicable securities regulatory policy requires a Nominee to seek voting instructions from you in advance of the Meeting. Each Nominee has its own mailing procedures and provides its own return instructions, which you should carefully follow in order to ensure that your shares are voted at the Meeting. The majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Investor Communications ("Broadridge"). Broadridge mails a Voting Information Form ("VIF") instead of the form of proxy. You are asked to complete and return the VIF to them by mail or facsimile or exercise the voting instructions described on the form of VIF. Alternately, you can vote your shares using the telephone or internet. If you receive a VIF from Broadridge it cannot be used as a proxy to vote shares directly at the Meeting as the proxy must be returned to Broadridge in advance of the Meeting in order to have the shares voted.

If you, as a non-registered holder, wish to vote at the Meeting in person, you should appoint yourself as proxyholder by writing your name in the space provided on the VIF or proxy provided by the Nominee and return the form to the Nominee in the envelope provided. Do not complete the voting section of the form as your vote will be taken at the Meeting.

In addition, Canadian securities legislation permits the Corporation to forward meeting materials directly to "non objecting beneficial owners". If the Corporation or its agent has sent these materials directly to you (instead of through a Nominee), your name and address and information about your holdings of securities have been obtained in accordance with applicable securities regulatory requirements from the Nominee holding on your behalf. By choosing to send these materials to you directly, the Corporation (and not the Nominee holding on your behalf) has assumed responsibility for (i) delivering these materials to you; and (ii) executing your proper voting instructions.

### **Revocability of Proxy**

You may revoke your proxy at any time prior to a vote. If you attend personally at the Meeting, you may revoke the proxy and vote in person. In addition to revocation in any other manner permitted by law, a proxy may be revoked by an instrument in writing executed by you or your attorney authorized in writing or, if you are a corporation, under your corporate seal or by an authorized officer or attorney of the corporation. To be effective the instrument in writing must be deposited either at the Corporation's head office, or with Computershare, Proxy Department, 8<sup>th</sup> floor, 100 University Avenue, Toronto, ON M5J 2Y1, at any time up to and including the last business day before the day of the Meeting, or any adjournment of the Meeting, at which the proxy is to be used, or with the Chair of the Meeting on the day of the Meeting, or any adjournment. **Only registered shareholders have the right to revoke a proxy. Non-registered shareholders who wish to change their vote must, at least 7 days before the Meeting, arrange for their Nominees to revoke the proxy on their behalf.**

If you, as a non-registered holder, wish to vote at the Meeting in person, you should appoint yourself as proxyholder by writing your name in the space provided on the request for voting instructions or proxy provided by the Nominee and return the form to the Nominee in the envelope provided. Do not complete the voting section of the form as your vote will be taken at the Meeting.

### **Exercise of Discretion by Proxy**

Shares represented by a properly executed proxy will be voted or be withheld from voting on each matter referred to in the Notice of Meeting in accordance with the instructions of the shareholder 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. **If you do not provide instructions and you have appointed one of the Management Proxyholders as proxyholder, your shares will be voted by the Management Proxyholder in favour of the matters as set out in the form of proxy and in favour of all other matters proposed by management at the Meeting.** The persons appointed under the form of proxy are conferred with discretionary authority with respect to amendments of the matters specified and with respect to any other matters which may properly be brought before the Meeting or any adjournment. At the time of printing of this management information circular, management is not aware of any amendments.

**INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS AND INTEREST OF CERTAIN PERSONS AND COMPANIES IN MATTERS TO BE ACTED UPON**

Other than as described herein, management is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, of any person who has been a director or executive officer at any time since the beginning of the last financial year, of any proposed nominee of management of the Corporation for election as a director, or of any associates or affiliates of any of these individuals, in any matter to be acted on at the Meeting other than the election of directors.

Other than as disclosed herein, no informed person of the Corporation, no proposed nominee for election as a director, or any associate or affiliate of such persons, has any material interest, direct or indirect, in any transaction since the commencement of the Corporation's most recently completed financial year or in any proposed transaction which has materially affected or would materially affect the Corporation or any of its subsidiaries.

**VOTING SECURITIES AND PRINCIPAL SHAREHOLDERS**

The Corporation is authorized to issue unlimited common shares without par value. As at December 12, 2024 there were 28,536,132 common shares issued and outstanding. The Corporation has only one class of shares. As a shareholder, you are entitled to one vote for each share you own. A quorum for the transaction of business at the Meeting is two persons present or represented by proxy.

To the knowledge of the Corporation, as at December 12, 2024 no person or company beneficially owns, controls or directs, directly or indirectly, or shares carrying more than 10% of the voting rights attached to all shares of the Corporation, except the following:

<b>Name</b>	<b>Number of Voting Shares Beneficially Owned, Controlled or Directed, Directly or Indirectly</b>	<b>Percentage of Outstanding Shares</b>
The Article 6 Marital Trust created under the First Amended and Restated Jerry Zucker Revocable Trust dated 4-2-07	10,513,392	36.8%

## PARTICULARS OF MATTERS TO BE ACTED UPON AT THE MEETING

### ELECTION OF DIRECTORS

At the Meeting, Shareholder approval will be sought to fix the number of directors of the Corporation at four directors, to hold office until the next annual meeting or until successors are elected or appointed. The term of office of each of the existing directors shall expire at the Meeting. Unless otherwise directed, it is the intention of management to vote proxies in favour of the nominees identified in the table set out below.

Management of the Corporation proposes to nominate each of the following persons for election as a director. If elected, each such director will hold office until the next annual general meeting of the Corporation or until a successor is appointed. Information concerning such persons, as furnished by the individual nominees, is as follows:

Name and Province/State and Country of Residence and Position	Previous Service as a Director	Principal Occupation or Employment and, if not a previously elected director, occupation during the past 5 years	Number of Shares Beneficially Owned, Controlled or Directed, Directly or Indirectly <sup>4</sup>
S. Grant Reeves <sup>1,2,3</sup> South Carolina, USA Director	Director since June 2016	Former Chief Executive Officer and director of Circa Enterprises Inc. & past Senior Vice President of The InterTech Group Inc.	202,505
Helen Cornett <sup>2,3</sup> Alberta, Canada Director	Director since June 2016	Independent Management Consultant; past Chief Executive Officer and Director of Galvanic Applied Sciences Inc. (TSXV: GAV)	4,000
Victor Lee <sup>2,3</sup> Alberta, Canada Director	Director since November 2019	Chief Executive Officer and Director of CoreData Incorporated; Director and past Chair of Alberta IoT Association and Chief Technology Officer and Co-Founder of Matrius Marketplace Inc.	12,000
Robert Tasker <sup>2,3</sup> Alberta, Canada Director	Director since November 2021	President and Chief Executive Officer of TransRail Innovation Group (TRIG); Past President and Chief Executive Officer of TRILabs	116,500

1. Chair of the Board.
2. Member of Audit Committee
3. Member of Executive Compensation and Corporate Governance Committee
4. The information as to voting securities beneficially owned, directly or indirectly, or over which control or direction is exercised, as at December 12, 2024, is based upon information furnished by the nominees.

## Majority Voting Policy

On the recommendation of the Executive Compensation and Corporate Governance Committee, the board of directors of the Corporation (the "Board") adopted a majority voting policy (the "Majority Voting Policy") in November 2011. Under this policy, a director who is elected in an uncontested election of directors with more votes withheld than cast in favour of his or her election will be required to submit an offer of resignation to the Chair of the Executive Compensation and Corporate Governance Committee. The Corporate Executive Compensation and Governance Committee will consider the resignation and make its recommendation to the Board on whether the resignation should be accepted. The Board will determine, after considering relevant factors, whether to accept or reject a resignation offer and such decision will be disclosed to the public via press release.

To the knowledge of the Corporation no proposed director:

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

## **APPOINTMENT OF AUDITORS**

At the Meeting, Shareholders will also be asked to approve the appointment of the Corporation's auditors for the ensuing fiscal year. Kingston Ross Pasnak LLP, Chartered Professional Accountants, of Edmonton, Alberta, are the auditors of the Corporation. Unless otherwise instructed, the proxies given pursuant to this solicitation will be voted for the re-appointment of Kingston Ross Pasnak LLP as the auditors of the Corporation to hold office until the next annual meeting at remuneration to be recommended by the Audit Committee and approved by the directors.

Kingston Ross Pasnak LLP was first appointed as the independent auditors of the Corporation on May 9, 2022. Prior to May 9, 2022 Grant Thornton LLP, Chartered Professional Accountants acted as the auditors of the Corporation since January 17, 2003.

## **MANAGEMENT CONTRACTS**

No management functions of the Corporation or its subsidiaries are performed to any substantial degree by a person other than the Directors or executive officers of the Corporation or its subsidiaries.

## **STATEMENT OF EXECUTIVE COMPENSATION**

### **Executive Compensation Discussion and Analysis**

The members of the Executive Compensation and Corporate Governance Committee consist of Victor Lee, Helen Cornett, Robert Tasker and Grant Reeves, all of whom are considered to be independent. Each member of the Executive Compensation and Corporate Governance Committee has experience in senior management positions and is knowledgeable in executive compensation practices for the region and industry in which the Corporation operates. The Executive Compensation and Corporate Governance Committee also encourages every member of the Board to actively participate in discussions relating to executive compensation, and full Board approval is required for the Chief Executive Officer's compensation. The Executive Compensation and Corporate Governance Committee makes recommendations regarding executive compensation to the full Board for review and approval. The Board considers the implications of the risks associated with the Corporation's compensation policies and practices when determining rewards for its officers and directors. The Committee has responsibility for reviewing the adequacy and form of the Corporation's compensation program for the executive officers and non-employee directors and the compensation plans in effect or proposed for the Corporation's employees. The Executive Compensation and Corporate Governance Committee is responsible for reviewing executive compensation and making recommendations to the Board, reviewing stock option guidelines and specific option grants and reviewing and communicating to the Board the compensation policies and principles to be applied to other executives and employees of the Corporation. If, in order to properly discharge its functions, duties and responsibilities, it is necessary, in the opinion of the Executive Compensation and Corporate Governance Committee, that the Executive Compensation and Corporate Governance Committee obtain the advice and counsel of external advisors, the Chair of the Committee shall, at the request of the Executive Compensation and Corporate Governance Committee, engage the necessary advisors. No compensation consultant or advisor has, at any time since the beginning of the Corporation's most recently completed financial year, been retained to assist in determining compensation for any of the Corporation's directors or executive officers.

The Board has adopted a written charter that sets forth the responsibilities of the Executive Compensation and Corporate Governance Committee and gives the committee the authority to retain independent legal, accounting or other relevant advisors as it may deem necessary or appropriate to allow it to discharge its responsibilities at the expense of the Corporation.

The Executive Compensation and Corporate Governance Committee annually reviews the Corporation's compensation arrangements. When reviewing the compensation, the Executive Compensation and Corporate Governance Committee considers the following objectives: (i) recruiting and retaining the executives critical to the success of the Corporation and the enhancement of shareholder value; (ii) providing fair and competitive compensation; and (iii) rewarding performance based on individual performance and with respect to the business in general. The compensation of the Executives is primarily comprised of base salary, incentive awards and stock options. The program is designed to provide goal congruence between the compensation program and the Corporation's strategic plan and budget. Base salary is determined by taking into consideration local market conditions, employment opportunities and employee performance and skill levels. The Corporation does not benchmark its executive compensation program but from time to time does review compensation practices of companies of similar size and stage of development to ensure the compensation paid is competitive within the Corporation's industry and geographic location while taking into account the financial and other resources of the Corporation.

Annually, upon the approval of the Corporation's strategic plan an incentive program is established for the executive officers. Executive officers are rewarded for the achievement of objectives benefiting the Corporation in the short and long term. The objectives of the incentive program include key performance milestones of the Corporation's strategic plan and budget. In granting incentive awards, the Executive Compensation and Corporate Governance Committee considers certain quantitative and qualitative criteria integral to the Corporation's short and long-term goals including the position of the executive officer and his/her personal performance. The payment of any incentive awards or bonuses is subject to the discretion of the Executive Compensation and Corporate Governance Committee and the CEO who ensures particular performance criteria have been satisfied. The Corporation currently has no long-term incentive plans for executive officers other than stock options granted under the provisions of the Option Plan (defined and described below). The Option Plan allows executive officers to participate in the growth and development of the Corporation and aligns their interest with the interests of the Shareholders. Vesting conditions may include key performance milestones of the Corporation's strategic plan and budget.

The Corporation has not adopted a formal policy prohibiting Named Executive Officers ("NEOs") or directors from purchasing financial instruments that are designed to hedge or offset a decrease in market value of equity securities of the Corporation granted as compensation or held, directly or indirectly, by Named Executive Officer or director. As of the date of this Management Information Circular, the Corporation is not aware of any Named Executive Officer or director having entered into such type of transaction.

## Compensation of Directors and Named Executive Officers

The following table of compensation, excluding options and compensation securities, provides a summary of the compensation paid by the Corporation to each Director and NEO for the two most recently completed financial years ended August 31, 2024 and 2023. Options and compensation securities are disclosed under the heading “Stock Options and Other Compensation Securities” of this Form.

Table of Compensation Excluding Compensation Securities							
Name and Position	Year	Salary, consulting fee, retainer, or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total Compensation (\$)
S. Grant Reeves Director	2024	15,200	Nil	10,800	Nil	Nil	26,000
	2023	15,200	Nil	9,000	Nil	Nil	24,200
Helen Cornett Director	2024	12,000	Nil	10,800	Nil	Nil	22,800
	2023	12,000	Nil	9,000	Nil	Nil	21,000
Victor Lee Director	2024	12,000	Nil	10,800	Nil	Nil	22,800
	2023	12,000	Nil	9,000	Nil	Nil	21,000
Robert Tasker Director	2024	7,200	Nil	10,800	Nil	Nil	18,000
	2023	7,200	Nil	9,000	Nil	Nil	16,200
Nicholas Forbes, Chief Executive Officer	2024	200,000	32,914	Nil	4,864 <sup>3</sup>	Nil	237,778
	2023	200,000	Nil	Nil	Nil	Nil	200,000
Angela Schultz, Chief Financial Officer <sup>1</sup>	2024	43,750	Nil	Nil	Nil	2,037 <sup>2</sup>	45,787
	2023	163,000	44,500	Nil	Nil	8,150 <sup>2</sup>	215,650
Michael Martin, Chief Financial Officer <sup>1</sup>	2024	170,000	22,000	Nil	Nil	8,500 <sup>2</sup>	200,500
	2023	Nil	Nil	Nil	Nil	Nil	Nil

1. Ceased to be an Officer in September 2023; On September 1, 2023, Angela Schultz retired as Chief Financial Officer and Michael Martin was appointed Chief Financial Officer.
2. Represents the Corporation's matching of amounts contributed by the executive officer under the Corporation's Employee Share Purchase Plan at a cost of 5% of the NEO's base salary.
3. Represents the taxable benefit received from the personal use of a leased vehicle by the Corporation.

## Pension Plan Benefits

The Corporation does not have a registered pension plan that provides for payments or benefits to the Named Executive Officers at, following, or in connection with retirement. The Corporation does provide the opportunity for contributions to a group RRSP.

## Stock Options and Other Compensation Securities

The Corporation does not currently have any additional share-based award plans other than those issued pursuant to the Option Plan. Directors and executive officers are eligible for grants of stock options under the Corporation's existing Option Plan. The Option Plan is administered by the Board. The Option Plan is designed to give each option holder an interest in preserving and maximizing shareholder value in the longer term, to enable the Corporation to attract and retain individuals with experience and ability, and to reward individuals for current performance and expected future performance. In determining the number of options to be granted to the executive officers, the Board takes into account the executive's total compensation package, the number of options, if any, previously granted to each executive officer, and the exercise price of any outstanding options to ensure that such grants are in accordance with the policies of the TSX-V, and closely align the interests of the executive officers with the interests of shareholders.

The following table of compensation securities provides a summary of all compensation securities granted or issued by the Corporation to any NEO and Director of the Corporation for the financial year ended August 31, 2024, for services provided or to be provided, directly or indirectly, to the Corporation or any of its subsidiaries.

Compensation Securities <sup>1</sup>							
Name and position	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class	Date of issue or grant	Issue, conversion or exercise price (\$)	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end (\$)	Expiry date
N/A	N/A	Nil	N/A	N/A	N/A	N/A	N/A

- 50,000 options with a total market value of \$6,000 were held by Victor Lee at August 31, 2024 and vested on granting.  
50,000 options with a total market value of \$7,000 were held by Robert Tasker at August 31, 2024 and vested on granting.  
700,000 options with a total market value of \$80,000 were held by Nicholas Forbes at August 31, 2024 of which 100,000 vested on granting and 600,000 vest over a one to five year period provided defined performance metrics are achieved and certain share prices are achieved. On October 31, 2024, 200,000 of these options vested as the underlying metrics were met.  
200,000 options with a total market value of \$43,000 were held by Michael Martin at August 31, 2024 and vest over a one to four year period provided defined performance metrics are achieved and certain share price targets are achieved.

The following table provides a summary of each exercise of compensation securities by any NEO and Director of the Corporation for the financial year ended August 31, 2024.

Exercise of Compensation Securities							
Name and position	Type of compensation security	Number of underlying securities exercised	Exercise price per security (\$)	Date of exercise	Closing price per security on date of exercise (\$)	Difference between exercise price and closing price on date of exercise (\$)	Total value on exercise date (\$)
N/A	N/A	Nil	N/A	N/A	N/A	N/A	N/A

### Termination of Employment Arrangements

The employment agreements for all NEOs provides for severance in the event of termination without cause.

The employment agreement for Nicholas Forbes, CEO, provides for severance as follows: (i) at any time during the first twelve months of employment, by providing two months notice or pay in lieu of that notice (or a combination of both) consisting of two month's prorated annual base salary; plus an amount equal to 15% of two month's annual base salary to compensate for loss of benefits and perquisites; (ii) at any time after the completion of twelve months of employment, by providing four months prorated annual base salary, plus one additional month for each full year of service thereafter, as notice or pay in lieu of that notice (or a combination of both); plus an amount equal to 15% of the total prorated annual base salary calculated to compensate for loss of benefits and perquisites. If, as of August 31, 2024, the Corporation terminated the employment agreement, other than for just cause, Mr. Forbes would have been entitled to receive approximately \$95,833 based upon an amount equal to two month's salary, compensation for loss of benefits, in addition to amounts owed for accrued vacation.

The employment agreement for Michael Martin, CFO, provides for severance as follows: (i) at any time during the first six months of employment, by providing four weeks annual base salary; plus an amount equal to 15% of four weeks annual base salary to compensate for loss of benefits and perquisites; (ii) at any time after the completion of six months but before the completion of twelve months of employment, by providing three month's annual base salary; plus an amount equal to 15% of three month's annual base salary to compensate for loss of benefits and perquisites; and (iii) at any time after the completion of twelve months of employment, by providing three months of annual base salary, plus one month for each full year of service thereafter; plus and amount equal to 15% of the total prorated annual salary calculated to compensate for loss of benefits and perquisites. In the event of a change in control of the Corporation, by means of acquisition, resulting in termination without cause, the employment agreement provides for severances in the amount equal to twelve months annual base salary. If, as of August 31, 2024, the Corporation terminated the employment agreement, other than for just cause, Mr. Martin would have been entitled to receive approximately \$48,875 based upon an amount equal to three month's salary, compensation for loss of benefits, in addition to amounts owed for accrued vacation.

## **Stock Option Plan**

The Corporation's stock option plan (the "Option Plan") is its only equity compensation plan. The shareholders of the Corporation approved the adoption of the Corporation's Option Plan by resolution dated January 17, 2003. Amendments to the Option Plan were approved by shareholders of the Corporation on January 19, 2015 in order for the Option Plan to continue to be fully compliant with all the then policy provisions of the TSX Venture Exchange ("TSX-V"). The objective of the Option Plan is to provide for and encourage ownership of common shares of the Corporation by its directors, officers, key employees and consultants and those of any subsidiary companies so that such persons may increase their stake in the Corporation and benefit from increases in the value of the common shares. The Option Plan is designed to be competitive with the benefit programs of other companies in the industry. It is the view of management that the Option Plan is a significant incentive for the directors, officers, key employees and consultants to continue and to increase their efforts in the Corporation's operations to the mutual benefit of both the Corporation and such individuals.

## **Approval of 2024 Amended and Restated Stock Option Plan**

The Corporation is proposing to replace the current Option Plan with an amended and restated stock option plan (the "Amended and Restated Plan") in substantially the form attached as Schedule "A". The Amended and Restated Plan is substantially the same as the Option Plan and does not increase the number of listed shares issuable pursuant to the Option Plan; however, the Amended and Restated Plan allows for the exercise of stock options on a cashless and net exercise basis and contains other amendments to modernize the rights of option holders of the happening of certain corporate events and to ensure compliance with TSX-V Policy 4.4 – *Security Based Compensation* ("Policy 4.4") which was implemented by the TSX-V on November 24, 2021. In addition, these amendments are expected to assist the Corporation in attracting and retaining top talent.

The Board of Directors of the Corporation approved the adoption of the Amended and Restated Plan by a directors' resolution dated effective November 22, 2024. The Amended and Restated Plan was conditionally approved by the TSX-V, subject to the approval of the disinterested shareholders of the Corporation in accordance with Policy 4.4. As a result, and assuming such approval is obtained, the Option Plan will be of no further force and effect and all options and stock option agreements issued under the Option Plan will be deemed to be issued under the Amended and Restated Plan and henceforth governed under the Amended and Restated Plan.

The new Policy 4.4 allows for, among other things, the option and ability for option holders to exercise stock options on both a cashless exercise and net exercise basis. Pursuant to the Amended and Restated Plan, under a cashless exercise, a brokerage firm will loan money to an eligible person under the Amended and Restated Plan to purchase common shares underlying the options and will sell a sufficient number of common shares to cover the exercise price of such options in order to repay the loan made to the eligible person. The eligible person retains the balance of the common shares. Under a net exercise, an eligible person under the Amended and Restated Plan would receive common

shares equal in value to the difference between the exercise price and the fair market value of the common shares on the date of exercise, computed based on the 5-day volume weighted average price of the Corporation's listed shares, in accordance with the Amended and Restated Plan. In accordance with Policy 4.4, the Amended and Restated Plan also clarifies that option limits are based on the number of options exercised, not the number of shares issued. Additionally, eligible persons must comply with tax withholding obligations and any procedures or policies prescribed by the Corporation.

Other amendments to the Option Plan represented in the Amended and Restated Plan include adjustments to the treatment of options during significant corporate events, such as amalgamations, mergers, or changes in control, allowing for the conversion of Net Exercise Rights into securities, property, or cash equivalent to what would be received if the options had been exercised immediately prior to the event. Additionally, the Amended and Restated Plan allows for the conversion of such options or Net Exercise rights notwithstanding any contingent vesting provisions. Further provisions have been added to the Amended and Restated Plan to accelerate the vesting or waive vesting conditions for unvested options upon a sale of all or substantially all of the Corporation's assets or if the Corporation experiences a Change of Control (as defined by the Policy 4.4), subject to approval by the TSX-V. The Amended and Restated Plan further clarifies that options may be exercised in connection with a Takeover Bid, notwithstanding any contingent vesting provisions to which such Options may have been subject to. The Amended and Restated Plan clarifies that, except for adjustments related to a security consolidation or split, any adjustments to options under the Amended and Restated Plan require prior TSX-V approval. This includes adjustments related to corporate events such as amalgamations, mergers, reorganizations, spin-offs, dividends, or recapitalizations, ensuring compliance with Policy 4.4. Some definitions have also been adjusted to more closely align with the Policy 4.4 and related definitions.

The Amended and Restated Plan provides the Board with full discretion to determine the vesting terms for each stock option granted, including partial or full vesting based on time or other conditions. However, options granted to investor relations service providers must vest in stages over more than 12 months, with no more than 25% vesting in any three-month period. Additionally, under the Amended and Restated Plan, the Board may also accelerate vesting or waive conditions for unvested options, subject to TSX-V approval, except for options granted to investor relations service providers, which requires prior written approval from the TSX-V.

Other significant terms of the Amended and Restated Plan are summarized as follows: The Amended and Restated Plan is administered by the Board, or if appointed by the Board, a special committee of directors (the "Committee"). The Committee administers the Option Plan on behalf of the Board and in accordance with such terms and conditions as the Board may prescribe. The Committee has full authority to interpret and administer the Amended and Restated Plan, including the authority to adopt, amend, rescind such rules and regulations relating to it, as it may deem necessary in order to comply with the TSX-V requirements or the Amended and Restated Plan. In the absence of the appointment of a Committee by the Board, the Board administers the Amended and Restated Plan with the foregoing authority.

The Amended and Restated Plan provides for a maximum of 3,000,000 Common Shares of the Corporation to be reserved, set aside, and made available for issuance. This maximum includes the 1,350,000 Common Shares already reserved in respect of stock options previously granted and outstanding under the Corporation's prior Option Plan. Accordingly, the remaining number of Common Shares available for issuance under the Amended and Restated Plan is 1,650,000 Common Shares. All options are granted under the Amended and Restated Plan by means of an agreement and include the following terms:

- a) the number of common shares to which the option pertains;
- b) the date of grant;
- c) the term, provided that the length of the term shall in no event be greater than ten years following the date of grant, subject to an automatic extension if a blackout period applies;
- d) the option price;

- e) any vesting schedule and other vesting conditions, if any, upon which the exercise of an Option is contingent;
- f) if the optionee is an employee, consultant or management corporation employee, a representation by the Corporation and the optionee that the optionee is a bona fide employee, consultant or management corporation employee, as the case may be, of the corporation or a related corporation; and
- g) such other terms and conditions as the committee, or Board, deem advisable and are consistent with the purposes of the Amended and Restated Plan.

The Board, as applicable, has complete discretion to set the terms of any vesting schedule and any other vesting conditions for each option granted, including without limitation, discretion to permit partial vesting in stated percentage amounts based on the term of such option; and permit the full vesting after a stated period of time has passed from the date of grant; provided that, with respect to options issued to persons retained to provide Investor Relations Activities, such options must vest in stages over a period of more than twelve months, with no more than one quarter of the options vesting in any three month period.

Options may be granted to any eligible person. Eligible persons for security based compensation are defined within the Amended and Restated Plan to include include: (a) employees, senior officers, or directors of the Corporation or its subsidiaries; (b) management corporation employees; (c) consultants or consultant companies; and (d) companies wholly owned by individuals who qualify under these categories. In accordance with Policy 4.4, the grant of an option under the Amended and Restated Plan is subject to the following limitations:

- a) disinterested shareholder approval is required if, within a twelve month period or at any point in time, the total Security Based Compensation granted to Insiders as a group exceeds 10% of the issued and outstanding shares, calculated as of the grant or issuance date, unless disinterested shareholder approval is obtained and TSX-V requirements are met;
- b) no more than 5% of the issued and outstanding shares may be granted or reserved for allotment to any one Eligible Person (or Companies wholly owned by such person) within a twelve month period or cumulatively at any point in time, unless disinterested shareholder approval is obtained and TSX-V requirements are met.;
- c) no more than 2% of the issued common shares may be granted to any one consultant in any twelve month period (calculated at the date of grant of the option) unless disinterested shareholder approval is obtained and TSX-V requirements are met;
- d) no more than 2% of the issued common shares may be granted to all persons employed to provide, or whose duties primarily consist of, investor relations activities in any twelve month period, calculated at the date of grant of the option;
- e) Options granted to United States residents or individuals working in the United States can only be issued as incentive stock options if those individuals are employees of the Corporation.

The Amended and Restated Plan has been updated to clarify that, in accordance with Policy 4.4, a four-month TSX-V hold period applies to options granted to insiders, consultants, or at a discount to market price, starting from the grant date. Additionally, the Corporation is required to issue a news release for any grant, issuance, or amendment of options or other security based compensation involving Insiders, investor relations service providers, directors, or officers, explicitly disclosing the applicable hold period.

Any option granted under the Amended and Restated Plan (or net exercise rights in respect thereof) may be exercised by an eligible person or, if applicable, the legal representatives of an eligible person by giving written notice to the Corporation at its principal place of business (the "Notice"). The Notice shall specify the method of exercise, the number of common shares with respect to which the Option is being exercised. The Notice shall be accompanied by full payment (cash or cheque payable to the Corporation) of the entire option price (determined in accordance with the Stock Option Agreement) for the number of common shares specified in the Notice, unless the net exercise rights are exercised.

The Board may terminate, suspend or amend the terms of the Amended and Restated Plan, subject to the restriction that certain amendments may not be made without the approval of the shareholders of the Corporation, (including amendments to increase the aggregate number of shares which may be

issued under the Amended and Restated Plan; materially modify the requirements as to eligibility for participation in the Amended and Restated Plan; or materially increase the benefits accruing to participants under the Amended and Restated Plan). The Board may amend the terms of the Amended and Restated Plan to comply with the requirements of any applicable regulatory authority, to correct typographical errors, or as a result in the changes in the policies of the TSX-V relating to incentive stock options, without obtaining the approval of the Corporation's shareholders, provided such amendments comply with Policy 4.4.

Further, the Amended and Restated Plan includes that in the event of the death of an optionee, options held by the deceased may be exercised (subject to any restrictions on vesting or exercise) by their legal representative until the earlier of one year from the date of death or the original expiry date of the options, after which any unexercised options will terminate. If an optionee ceases to be employed or engaged by the Corporation due to disability, the options exercisable immediately prior to termination may be exercised by the optionee or their legal representative within 90 days (or 30 days if the optionee was engaged in investor relations activities), after which any unexercised options will terminate. If the optionee dies during this period, the legal representative may exercise the options within one year of the date of death or by the original expiry date, whichever is earlier. If an optionee ceases to be employed or engaged by the Corporation for reasons other than just cause, death, or disability, the options exercisable at the date of termination may be exercised within 90 days, or until the original expiry date if earlier. Termination for just cause results in immediate cancellation of all options.

The following table sets forth information with respect to compensation plans under which equity securities are authorized for issuance as at the end of the most recently completed financial year:

<b>Plan Category</b>	<b>Number of Common Shares to be Issued Upon Exercise of Outstanding Options</b>	<b>Weighted-Average Exercise Price of Outstanding Options</b>	<b>Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans</b>
Equity compensation plans approved by security holders	1,350,000	\$0.50	1,650,000
Equity compensation plans not approved by security holders	Nil	Nil	Nil
<b>Total</b>	<b>1,350,000</b>	<b>\$0.50</b>	<b>1,650,000</b>

Policy 4.4 requires disinterested shareholder approval for the amendments of the nature included in the Amended and Restated Plan, including where an amendment results in a benefit to an Insider (as defined in the policies of the TSX-V). The amendments reflected in the Amended and Restated Plan, including those providing for cashless exercise or net exercise rights and those amending the rights of the option holder upon the occurrence of certain corporate events, could be seen as a benefit to Insiders. Accordingly, the disinterested shareholders of the Corporation will be asked to consider and if thought fit, approve an ordinary resolution of disinterested shareholders approving and adopting the Amended and Restated Plan as the Corporation's stock option plan. In order for the resolution approving and adopting the Amended and Restated Plan to be effective, it must be approved by the affirmative vote of a majority of the votes cast in respect thereof by shareholders present in person or by proxy at the Meeting, excluding the votes, if any, cast by persons that hold or will hold the stock options in question and are receiving the benefit, as well as the Affiliates and Associates (as defined in the policies of the TSX-V) of such persons. As of the date of this Management Information Circular, Nicholas Forbes, Chief Executive Officer and Michael Martin, Chief Financial Officer hold options as described above in the notes to the table entitled "Compensation Securities" under the heading Stock Options and Other Compensation Securities, and Doug Watt, Chief Product Officer (350,000 options), Robert Tasker, Director (50,000 options), and Victor Lee, Director (50,000 options) also hold options. In

**the absence of contrary direction, the Management Proxyholders intend to vote proxies in the accompanying form in favour of this ordinary resolution.**

The text of the ordinary resolution which will be placed before the Meeting for the approval of the Amended and Restated Plan is as follows:

**“BE IT RESOLVED as an ordinary resolution that:**

- 1. the amended and restated stock option plan of the Corporation in substantially the form attached as Schedule “A” to the Management Information Circular dated December 12, 2024, (the “Amended and Restated Plan”) be and is hereby ratified, approved and adopted as the stock option plan of the Corporation;**
- 2. the form of the Amended and Restated Plan may be amended in order to satisfy the requirements or requests of any regulatory authorities without requiring further approval of the shareholders of the Corporation;**
- 3. all issued and outstanding stock options previously granted under the current stock option plan (the “Option Plan”) of the Corporation are hereby continued under and governed by the Amended and Restated Plan;**
- 4. the shareholders of the Corporation hereby expressly authorize the Board of Directors to revoke this resolution before it is acted upon without requiring further approval of the shareholders in that regard; and**
- 5. any one (or more) director or officer of the Corporation is authorized and directed, on behalf of the Corporation, to take all necessary steps and proceedings and to execute, deliver and file any and all declarations, agreements, documents and other instruments and do all such other acts and things (whether under corporate seal of the Corporation or otherwise) that may be necessary or desirable to give effect to this ordinary resolution.”**

**Unless otherwise directed, it is the intention of the Management Proxyholders to vote proxies in favour of the resolution approving the Amended and Restated Plan.**

## **CORPORATE GOVERNANCE DISCLOSURE**

National Policy 58-201 *Corporate Governance Guidelines* establishes corporate governance guidelines which apply to all public companies. The Corporation has reviewed its own corporate governance practices in light of these guidelines. In certain cases, the Corporation's practices comply with the guidelines; however, the Board considers that some of the guidelines are not suitable for the Corporation at its current stage of development and therefore these guidelines have not been adopted. National Instrument 58-101 - *Disclosure of Corporate Governance Practices* mandates disclosure of corporate governance practices which disclosure is set out below.

### **Board of Directors**

The Corporation's Board of Directors currently consists of four directors, all of whom are independent based upon the tests for independence set forth in NI 52-110.

### ***Participation of Directors in Other Reporting Issuers***

No existing directors are also directors of other reporting issuers.

### ***Chair of the Board***

Grant Reeves is the Chair of the Board.

### **Board Mandate**

The Board of Directors adopted a written mandate in order to facilitate its exercise of independent judgment in carrying out its responsibilities.

The Board of Directors Mandate contains a position description for the Chair of the Board and the Board has adopted a position description for the CEO. The Board has not adopted written position descriptions for the Chairs of its two committees, being the Audit Committee and the Executive Compensation and Corporate Governance Committee. The Board considers that the written charters of each of these committees sufficiently outline the roles and responsibilities of the Chairs of each committee.

### **Orientation and Continuing Education**

While the Corporation does not have formal orientation and training programs, the Executive Compensation and Corporate Governance Committee has the responsibility for determining appropriate orientation and education programs for new Board members. The committee may periodically select special educational topics for presentation and discussion at Board meetings or seminars, which deal with the business and regulatory environment, new technology and other matters relating to the Corporation's business.

Board members are encouraged to communicate with management, auditors and technical consultants; to keep themselves current with industry trends and developments and changes in legislation with management's assistance; and to attend related industry seminars and visit the Corporation's operations. Board members have full access to the Corporation's records.

### **Ethical Business Conduct**

The Board views good corporate governance as an integral component to the success of the Corporation and to meet responsibilities to shareholders. The Board has adopted a Code of Conduct for Directors, Officers and Employees (the "Code") that has been circulated to the Corporation's directors, officers and employees and has instructed its management and employees to abide by the Code. A copy of the Code is posted on the Corporation's web site and available to any party who requests a hard copy. A copy has also been filed on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca).

The Board monitors compliance with the Code. There have been no material change reports filed by the Corporation since the beginning of the Corporation's most recently completed financial year pertaining to any conduct of a director or executive officer that constitutes departure from the Code.

When considering transactions and agreements in respect of which a director or executive officer has a material interest, the director or executive officer in question must disclose in writing the nature and extent of that interest. The transaction and/or agreement will then be considered and, if appropriate, approved by the disinterested directors.

### **Nomination of Directors**

The Executive Compensation and Corporate Governance Committee has responsibility for recommending candidates for nomination, appointment, election and re-election to the Board and its committees; assessing Board performance; and determining appropriate orientation and education programs for new Board members. The Executive Compensation and Corporate Governance Committee assesses potential Board candidates to fill perceived needs on the Board for required skills, expertise, independence and other factors. Members of the Board and representatives of companies in or related to the Corporation's industry may be consulted for possible candidates. During 2011, the Executive Compensation and Corporate Governance Committee recommended to the Board for approval the adoption of the Majority Voting Policy as part of its commitment to best practices for corporate governance (see page 6 of this Management Information Circular for a brief summary of the Majority Voting Policy.)

### **Compensation**

The Executive Compensation and Corporate Governance Committee has responsibility for annually reviewing compensation paid to the directors and executives of the Corporation. The committee consists of Victor Lee, Helen Cornett, Grant Reeves and Robert Tasker all of whom are independent directors. In reviewing compensation, the committee considers appropriate compensation reflecting the need to provide incentive and compensation for the time and effort expended while taking into account the financial and other resources of the Corporation. The committee considers local market conditions, employment opportunities, and individual performance and skills in determining compensation. The committee also reviews from time to time compensation paid for directors and CEOs of companies of similar size and stage of development. In setting compensation, the committee annually reviews the performance of the CEO in light of the Corporation's objectives and considers other factors that may have impacted the success of the Corporation in achieving its objectives.

### **Board Committees and Assessments**

As part of the assessments, the Board or the individual committees may review their respective mandate or charter and conduct reviews of applicable corporate policies.

### **Executive Compensation and Corporate Governance Committee**

The Executive Compensation and Corporate Governance Committee, in addition to assessing and determining compensation, also monitors developments relating to corporate governance and, if required, proposes to the Board changes to its mandate and corporate governance policy.

The Executive Compensation and Corporate Governance Committee periodically assesses and makes recommendations to the Board concerning: the contribution of the Board, its committees and individual directors; plans for succession of Directors; Board size and Board proceedings over the past year(s).

## **Audit Committee**

### **AUDIT COMMITTEE CHARTER**

#### **1.0 PURPOSE**

- 1.1 The Audit Committee (the “Committee”) is a standing committee of the Board of Directors (the “Board”) of Titan Logix Corp. (“Titan”) charged with assisting the Board in fulfilling its responsibility to the shareholders and investment community. Its role is to:
- (a) serve as an independent and objective party to oversee Titan’s accounting and financial reporting processes, internal control system and audits of its financial statements;
  - (b) review and appraise the audit efforts of Titan’s external auditors; and
  - (c) provide an open avenue of communication among the external auditors, financial and senior management and the Board.

#### **2.0 COMMITTEE MEMBERSHIP**

- 2.1 The Board of Titan shall annually appoint a minimum of three directors to the Committee all of whom shall be directors of Titan who are independent of management and free from any material relationship that, in the opinion of the Board, would interfere with the director’s exercise of independent judgement as a member of the Committee.
- 2.2 All members of the Committee must be financially literate, or if not financially literate at the time of their appointments, must become so within a reasonable period of time following their appointments. For the purposes of this Charter, the definition of “financially literate” is the ability to read and understand a balance sheet, an income statement and a cash flow statement. The definition of “accounting or related financial management expertise” is the ability to analyze and interpret a full set of financial statements, including the notes attached thereto, in accordance with International Financial Reporting Standards.
- 2.3 Members of the Committee shall be appointed at the first meeting of the Board of Directors typically held following the Annual General Meeting of Titan.
- 2.4 A member may resign from the Committee and may be removed and replaced at anytime by the Board of Directors. A member of the Committee will automatically cease to be a member at such time as that individual ceases to be a director of Titan.

#### **3.0 CHAIR OF THE COMMITTEE**

- 3.1 The Board shall in each year appoint a Chair of the Committee from among the members of the Committee. In the Chair’s absence, or if the position is vacant, the Committee may select another member to act as interim Chair.
- 3.2 The Chair of the Committee has the responsibility to ensure that the Committee executes its mandate to the satisfaction of the Board.

#### **Specific Role and Responsibilities**

In cooperation with the Chief Financial Officer, the Chair of the Committee will:

- Prepare the Committee meetings’ agendas to ensure that all tasks of the Committee are covered in a timely fashion and that each topic is documented in a manner that allows the making of informed recommendations to the Board.
- Ensure that follow-up matters are being addressed.

- Direct the Committee's meetings in a manner that facilitates the exchange of constructive and objective points of view and opinions, that encourages all Committee members to participate and that is conducive to good decision-making. Also ensure that there are private sessions that allow the Committee to meet with the external auditors separately from management and vice-versa.
- Ensure that the meetings' minutes properly reflect the discussions, recommendations and disagreements, if any, and that they are circulated in a timely fashion to the other members of the Committee and to the Board subsequently. The Chair is responsible for reporting to the Board the finding of the Committee.
- Maintain a close liaison with the Chair of the Board and cooperate with him/her on any issue facing the Committee or any special request he/she might have.
- Maintain a direct and personal line of communication with the external auditors in a manner to ensure their full independence with management. He/She will cooperate with the external auditors to find the best process to address any concern that they may have regarding the affairs of the Company.
- Promote the annual review of the Committee's performance including the review of his/her own performance on a planned basis and encourage ways and means to ensure that the scope of the mandate consistently reflects the requirements of the various regulators, as well as accounting and auditing profession standards.
- Ensure that communications regarding the Committee's work and duties in the information circular are accurate.
- Work with the Executive Compensation and Corporate Governance Committee in the evaluation of the performance of the CFO and the review and establishment of his/her individual objectives.

#### **4.0 RESPONSIBILITIES**

4.1 The Committee is responsible to:

##### **Audit**

- (a) make recommendations to the Board regarding the selection and compensation of the external auditor to be engaged to prepare or issue an auditor's report or perform other audit, review or attest services for Titan who shall report directly to the Committee;
- (b) obtain and review a report from the external auditor at least annually regarding:
  - (i) the external auditor's internal quality-control procedures;
  - (ii) any material issues raised by the most recent internal quality-control review, or peer review, of the external audit firm, or by any inquiry or investigation by governmental or professional authorities within the preceding five years respecting one or more independent audits carried out by the firm;
  - (iii) any steps taken to deal with any such issues; and
  - (iv) all relationships between the external auditor and Titan including non-audit services,
- (c) evaluate the qualifications, performance and independence of the external auditor, including considering whether the external auditor's quality controls are adequate and the provision of permitted non-audit services is compatible with maintaining the

- auditor's independence, taking into account the opinions of management and, internal auditors and to present its conclusions with respect to the external auditor to the Board;
- (d) satisfy itself of the rotation of the audit partners as required by law and consider whether, in order to assure continuing auditor independence, it is appropriate to adopt a policy of rotating the external auditing firm on a regular basis;
  - (e) meet with the external auditor and financial management of Titan to review the scope of the proposed audit for the current year and the audit procedures to be used;
  - (f) oversee the work of the external auditor engaged to prepare or issue an auditor's report or perform other audit, review or attest services for Titan, including the resolution of any disagreements between management and the external auditor regarding financial reporting;
  - (g) pre-approve all non-audit services to be provided to Titan or any of its subsidiaries by Titan's external auditor;
  - (h) review the performance of the external auditors;
  - (i) review with management and the external auditors:
    - (i) Titan's audited financial statements and footnotes, MD&A and any annual or interim earnings press releases before Titan publicly discloses this information;
    - (ii) any significant changes required in the external auditors' audit plan and any serious difficulties or disputes with management encountered during the course of the audit; and
    - (iii) other matters related to the conduct of the audit that are to be communicated to the Committee under generally accepted auditing standards,
  - (j) satisfy itself that Titan's annual audited financial statements are fairly presented in accordance with applicable Canadian generally accepted accounting principles and recommend to the Board whether the annual financial statements should be approved and included in Titan's Annual Report;
  - (k) review with the external auditors and management the quality of Titan's accounting principles as applied in its financial reporting process and any proposed changes in accounting principles;
  - (l) satisfy itself that Titan has implemented appropriate systems of internal control over accounting, financial reporting and the safeguarding of the Company's assets and other "risk management" functions (including the identification of significant risks and the establishment of appropriate procedures to manage those risks and the monitoring of corporate performance in light of applicable risks) affecting Titan's assets, management and financial and business operations and that these are operating effectively;
  - (m) establish procedures for the receipt, retention and treatment of complaints received by Titan regarding accounting, internal accounting controls, or auditing matters and for the confidential, anonymous submission by Titan's employees of concerns regarding questionable accounting or auditing matters.
  - (n) review and approve Titan's hiring policies regarding partners, employees and former partners and employees of the present and former external auditor of Titan; and
  - (o) perform any other activities consistent with this Charter, the Company's Articles of Association and governing law, as the Committee or the Board deems necessary or appropriate.

4.2 The Committee may delegate to one or more independent members the authority to pre-approve non-audit services in satisfaction of Section 4.1(g) above, provided that the pre-approval by any member to whom authority has been delegated must be presented to the Committee at its first scheduled meeting following such pre-approval.

#### **5.0 MEETINGS**

5.1 The Chair will appoint a secretary who will keep minutes of all meetings (the "Secretary"). The Secretary does not have to be a member of the Committee or a director and can be changed by simple notice from the Chair.

5.2 No business shall be transacted by the Committee unless a quorum of the Committee is present or the business is transacted by resolution in writing signed by all members of the Committee. A majority of the Committee shall constitute a quorum, provided that if the number of members of the Committee is an even number, one half of the number of members plus one shall constitute a quorum.

5.3 The Committee shall meet as often as it deems necessary to carry out its responsibilities but not less frequently than quarterly.

5.4 The time at which, and the place where the meetings of the Committee shall be held, and the procedure in all respects of such meetings shall be determined by the Committee, unless otherwise provided for in the articles of association of Titan or otherwise determined by resolution of the Board.

5.5 Meetings may be held in person, by teleconferencing or by videoconferencing.

5.6 Any decision made by the Committee shall be determined by a majority vote of the members of the Committee present. A member will be deemed to have consented to any resolution passed or action taken at a meeting of the Committee unless the member dissents.

5.7 Minutes of the Committee will be kept by the Secretary. The approved minutes of the Committee shall be circulated to the Board forthwith and shall be duly entered in the books of Titan.

#### **6.0 ACCESS TO MANAGEMENT AND OUTSIDE ADVISORS**

6.1 The Committee shall have full, free and unrestricted access to management and employees and to the relevant books and records of Titan.

6.2 The Committee may invite such other persons (i.e. the CEO, CFO, Controller) to its meetings, as it deems necessary.

6.3 The Committee shall have the authority to

(a) retain independent legal, accounting or other relevant advisors as it may deem necessary or appropriate to allow it to discharge its responsibilities; and

(b) set and pay the compensation of any such advisors, at the expense of Titan.

6.4 Any advisors retained shall report directly to the Committee.

#### **7.0 REPORTING REQUIREMENTS**

7.1 The Committee shall make regular reports to the Board following meetings of the Committee.

#### **8.0 ANNUAL REVIEW AND ASSESSMENT**

8.1 The Committee shall review and assess the adequacy of this Charter annually and recommend any proposed changes to the Board for approval.

8.2 The performance of the Committee shall be reviewed annually by the Company's Executive Compensation and Corporate Governance Committee.

### **9.0 REMUNERATION**

9.1 The members of the Committee shall be entitled to receive such remuneration for acting as members of the Committee as the Board may from time to time determine.

### **10.0 CAVEATS**

10.1 While the Committee has the responsibilities and authorities set forth in this Committee Charter, it is not the duty of the Committee to plan or conduct audits or to determine that Titan's financial statements are complete and accurate and are in accordance with generally accepted accounting principles. This is the responsibility of management and the independent auditors.

10.1 Nor is it the duty of the Committee to conduct investigations, to resolve disagreements, if any, between management and the independent auditor or to assure compliance with governing laws and regulations.

### **Meetings of the Audit Committee**

The Audit Committee met four times during the fiscal year ended August 31, 2024.

### **Composition of the Audit Committee**

The following are the members of the Committee:

Helen Cornett	Independent <sup>1</sup>	Financially literate <sup>1</sup>
Victor Lee	Independent <sup>1</sup>	Financially literate <sup>1</sup>
Robert Tasker	Independent <sup>1</sup>	Financially literate <sup>1</sup>
S. Grant Reeves	Independent <sup>1</sup>	Financially literate <sup>1</sup>

1. As defined by National Instrument 52-110 ("NI 52-110")

### **Relevant Education and Experience**

The education and experience of each audit committee member that is relevant to the performance of their responsibilities as a member of the audit committee are as follows:

Helen Cornett is a Certified Professional Accountant. She is an independent management consultant and former Chief Executive Officer, and Director of Galvanic Applied Sciences Inc. Ms. Cornett has extensive financial experience attained through her professional education, her past senior executive experience and her roles on a board of directors.

Victor Lee is a technology entrepreneur and holds degrees in Electrical Engineering and Computer Science. He is CEO and Director of CoreData Incorporated, Director and Former Chair of Alberta IoT Association and CTO and Co-Founder of Mastrius Marketplace Inc. Mr. Lee has attained financial experience and exposure to accounting and financial issues through his senior executive experience and his roles on boards of directors.

Robert Tasker is a senior executive and holds a degree in Electrical Engineering and an MBA. He is the President and CEO of TransRail Innovation Group. Mr. Tasker has attained financial experience and exposure to financial issues from his senior executive experience and business education.

Grant Reeves is a senior executive with over 30 years of corporate and financial experience in a variety of roles including his past role as Senior Vice-President of The InterTech Group. He is a former director and former CEO of Circa Enterprises Inc. Mr. Reeves has attained financial experience and exposure to accounting and financial issues through his senior executive experience and his roles on boards of directors.

### **Audit Committee Oversight**

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

### **Reliance on Certain Exemptions**

At no time since the commencement of the Corporation's most recently completed financial year has the Corporation relied on the exemption in Section 2.4 of NI 52-110 (*De Minimis Non-audit Services*), or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110.

The Corporation is relying on the exemption in section 6.1 of NI 52-110, which provides that the Corporation, a venture issuer, is not required to comply with part 5 (*Reporting Obligations*) of NI 52-110.

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

The Committee has adopted specific policies and procedures for the engagement of non-audit services as described in the audit committee charter above under the heading "Responsibilities - Audit".

### **External Auditor Service Fees (By Category)**

The aggregate fees billed by the Corporation's external auditors in each of the last two fiscal years for audit fees are as follows:

<i>Financial Year Ending</i>	<i>Audit Fees</i>	<i>Audit Related Fees</i>	<i>Tax Fees</i>	<i>All Other Fees</i>
August 31, 2024	\$84,000	\$ 0	\$12,700	\$ 0
August 31, 2023	\$79,000	\$ 0	\$15,000	\$ 0

1. These fees include fees for Canadian Public Accountability Board (CPAB) fees.

### **Nomination**

The Board determines new nominees to the Board, having regard to recommendations from the Executive Compensation and Corporate Governance Committee.

The nominees are generally the result of recruitment efforts by the Board members, including both formal and informal discussions among Board members and the CEO.

### **ADDITIONAL INFORMATION**

Additional information relating to the Corporation is available on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca). Shareholders may request copies of the financial statements and management's discussion and analysis ("MD & A") at 4130 – 93 Street NW, Edmonton, Alberta, T6E 5P5 Ph (780) 462-4085, Fx (780) 450-8369.

Financial information is provided in the Corporation's comparative financial statements and MD & A for its most recently completed financial year which are filed on SEDAR+.

DATED December 12, 2024.

BY ORDER OF THE BOARD OF DIRECTORS  
OF TITAN LOGIX CORP.

"Grant Reeves"

Grant Reeves  
Director

"Victor Lee"

Victor Lee  
Director

**SCHEDULE “A”  
TITAN LOGIX CORP.  
AMENDED AND RESTATED STOCK OPTION PLAN  
Dated for reference December 12, 2024**

**1. Purpose of the Plan**

The purpose of this Stock Option Plan (the “**Plan**”) is to assist Titan Logix Corp. (the “**Corporation**”) in attracting, retaining and motivating Eligible Persons of the Corporation and of its subsidiaries, and to closely align the personal interests of such persons with those of the Corporation’s Shareholders by providing such persons with the opportunity, through stock options, to acquire Common Shares in the capital of the Corporation.

**2. Stock Exchange Rules**

All options granted pursuant to this Plan shall be subject to the rules and policies of any stock exchange or exchanges on which the Common Shares of the Corporation are then listed, and any other governmental authority or regulatory body having jurisdiction hereinafter (collectively referred to as, the “**Exchange**”).

**3. Administration**

**3.1** The Plan shall be administrated by the Board of Directors (the “**Board**”), or if appointed by the Board, a special committee of directors (the “**Committee**”). The Committee shall administer the Plan on behalf of the Board, and in accordance with such terms and conditions as the Board may prescribe. The Committee shall have full authority to interpret and administer the Plan, including the authority to adopt, amend, rescind such rules and regulations relating to it, as it may deem necessary in order to comply with the requirements or the Plan.

**3.2** In the absence of the appointment of a Committee by the Board, the Board shall administer the Plan.

**3.3** This Plan amends and restates the stock option plan of the Corporation dated January 19, 2015. Each Option granted by the Corporation prior to the date of the approval of the Plan by the shareholders of the Corporation, including Options granted under previously approved stock option plans of the Corporation, shall be deemed issued under and subject to the terms of the Plan after the Plan has been approved by the shareholders of the Corporation.

**4. Number of Shares Under the Plan**

**4.1** Subject to the approval of the Exchange, a maximum of 3,000,000 Common Shares of the Corporation (the “**Optioned Shares**”) will be reserved, set aside and made available for issue under and in accordance with the Plan. The maximum limit is reduced by the 1,350,000 Common Shares already reserved in respect of stock options previously granted and outstanding under the Corporation’s prior stock option plan which is amended and restated by this Plan. Therefore, as of the date of this Plan, the remaining number of Common Shares available for issuance pursuant to Options granted under this Plan is 1,650,000 Common Shares.

- 4.2 If any Option granted hereunder expires or terminates for any reason without having been (a) exercised in full or (b) surrendered pursuant to the Net Exercise Right, the applicable Optioned Shares thereunder shall continue to be available for the purpose of this Plan.

5. **Eligibility**

- 5.1 Options may be granted to any Eligible Person. In accordance with the policies of the Exchange in effect as of the date of establishment of the Plan, the grant of an Option under the Plan is subject to the following limitations:

- (a) the number of Common Shares that may be reserved for allotment to Insiders pursuant to Options must not, alone or when combined with all other Security Based Compensation arrangements of the Corporation granted or issued by the Corporation to Insiders (as a group) at any point in time, or within any 12-month period, calculated as at the date any Security Based Compensation is granted or issued by the Corporation to any Insider, exceed 10% of the issued and outstanding Common Shares of the Corporation, unless the Corporation has obtained Disinterested Shareholder Approval in respect of such grant and meets applicable Exchange requirements;
- (b) the number of Common Shares that may be reserved for allotment to any one Eligible Person (or Companies wholly owned by such Eligible Person) pursuant to Options must not, alone or when combined with all other Security Based Compensation arrangements of the Corporation granted or issued by the Corporation to such Eligible Person (or Companies wholly owned by such Eligible Person) at any point in time, or within any 12-month period, calculated as at the date any Security Based Compensation is granted or issued by the Corporation to such Eligible Person, exceed 5% of the issued and outstanding Common Shares of the Corporation, unless the Corporation has obtained Disinterested Shareholder Approval in respect of such grant and meets applicable Exchange requirements;
- (c) the number of Common Shares that may be reserved for allotment to any one Consultant pursuant to Options must not, alone or when combined with all other Security Based Compensation arrangements of the Corporation granted or issued by the Corporation to such Consultant at any point in time, or within any 12-month period, calculated as at the date any Security Based Compensation is granted or issued by the Corporation to such Consultant, exceed 2% of the issued and outstanding Common Shares of the Corporation, unless the Corporation has obtained Disinterested Shareholder Approval in respect of such grant and meets applicable Exchange requirements;
- (d) no more than 2% of the issued Common Shares may be the subject of Options granted to all Persons employed to provide, or whose duties primarily consist of, Investor Relations Activities in any 12-month period, calculated at the Date of Grant of the Option;
- (e) to the extent that any Options are granted to residents of or persons working in the United States, those Options can be granted in the form of incentive stock options only if such US individuals are employees of the Company.

- 5.2 Notwithstanding section 5.1 hereof, grants of Options to Insiders and Consultants shall be subject to the policies of the Exchange, and for greater certainty:

- (a) A four-month Exchange hold period, commencing on the date the Options are granted, will apply to Options granted to Insiders or Consultants, or Options granted at any discount to the Market Price;
- (b) the Corporation must issue a news release at the time of grant, issuance, or amendment of Options or other Security Based Compensation to Insiders, service providers engaged in Investor Relations Activities, Directors, and Officers, ensuring that the four-month Exchange hold period is disclosed where applicable.

## 6. Option Terms and Conditions

**6.1 Stock Option Agreements** – All options shall be granted under the Plan by means of an agreement (the “**Stock Option Agreement**”), and shall include the following terms:

- (a) the number of Common Shares to which the Option pertains;
- (b) the Date of Grant;
- (c) the term, provided that the length of the term shall in no event be greater than 10 years following the Date of Grant, subject to an automatic extension if a Blackout Period applies;
- (d) the Option Price;
- (e) subject to section 6.2 below, any vesting conditions upon which the exercise of an Option is contingent;
- (f) if the Optionee is an Employee, Consultant or Management Corporation Employee, a representation by the Corporation and the Optionee that the Optionee is a bona fide Employee, Consultant or Management Corporation Employee, as the case may be, of the Corporation or a subsidiary thereof; and
- (g) such other terms and conditions as the Committee, or Board, deem advisable and are consistent with the purposes of this Plan.

**6.2** The form of Stock Option Agreement shall be approved by the Board, such approval shall be evidenced by the execution of the Stock Option Agreement by the President or Chairman, or any 2 Directors or Officers of the Corporation.

**6.3 Vesting of Options** – The Board, as applicable, shall have complete discretion to set the terms and conditions of any vesting for each Option granted, including without limitation, discretion to:

- (a) permit partial vesting in stated percentage amounts based on the term of such Option; and
- (b) permit the full vesting after a stated period of time has passed from the Date of Grant;

provided that, with respect to Options issued to persons retained to provide Investor Relations Activities, such options must vest in stages over a period of more than 12 months, with no more than one quarter of the options vesting in any 3 month period.

**6.4 Hold Period** – In addition to any resale restrictions under applicable securities laws, a four-month Exchange hold period will apply to all Options granted to Insiders or Consultants, or

where Options are granted at a discount to the Market Price. All Options and any Common Shares issued under the Options or Net Exercise Right exercised prior to the expiry of the Exchange hold period must be legended with the Exchange hold period commencing on the date the Options were granted.

7. **Exercise of Options**

- 7.1 ***Exercise of Option*** - Any Option granted under the Plan may be exercised by an Eligible Person or, if applicable, the legal representatives of an Eligible Person by giving written notice to the Corporation at its principal place of business (the “**Notice**”). The Notice shall specify the number of Common Shares with respect to which the Option is being exercised.
- 7.2 ***Payment of Option Price*** – The Notice shall be accompanied by full payment (cash or cheque payable to the Corporation) of the entire Option Price (determined in accordance with the Stock Option Agreement) for the number of Common Shares specified in the Notice.
- 7.3 ***Issuance of Share Certificates*** – Not later than the fifth Business Day after exercise of an Option, in accordance with section 7.1 and 7.2 hereof, the Corporation shall issue and deliver to the Optionee a certificate or certificates evidencing the Common Shares with respect to which the Option has been exercised.
- 7.4 ***Rights of the Optionee*** – Until the issuance of such certificate or certificates, the Optionee shall have no rights whatsoever as a Shareholder in respect of any of the Optioned Shares (including, without limitation, voting rights or any right to receive dividends, warrants or rights under any rights offering), notwithstanding the right to exercise the Option. No adjustment will be made for a dividend or other right for which the record date is prior to the date the certificate is issued.

8. **Cashless Exercise**

- 8.1 ***Cashless Exercise Right*** – Notwithstanding anything to the contrary contained herein, in lieu of exercising the Option pursuant to Section 7.2 above, unless otherwise determined by the Board or not compliant with the applicable laws or rules of the Exchange, an Eligible Person may elect cashless exercise in its Notice. In such case, the Eligible Person will not be required to deliver to the Corporation a cheque or other form of payment for the Option Price referred to above. Instead, the following provisions will apply:
- (a) The Eligible Person will instruct a broker selected by the Corporation to sell through the stock exchange or market on which the Common Shares are listed or quoted, a sufficient number of Common Shares issuable on the exercise of the Options to cover the Option Price, as soon as possible upon the issue of such Common Shares to the Eligible Person at the then applicable bid price of the Common Shares.
- (b) Before the relevant trade date, the Eligible Person will deliver the Notice including details of the trades to the Corporation, electing the cashless exercise and the Corporation will direct its registrar and transfer agent to issue a certificate for such Eligible Person’s Shares in the name of the broker (or as the broker may otherwise direct) for the number of Common Shares issued on the exercise of the Options, against payment by the broker to the Corporation of (i) the Option Price for such Common Shares; and (ii) the amount the Corporation determines, in its discretion, is required to satisfy the Corporation’s withholding tax and source deduction

remittance obligations in respect of the exercise of the Options and issuance of Common Shares.

In connection with a Cashless Exercise Right, if any, the Eligible Person shall comply with any applicable required tax withholding obligations and with such other procedures and policies as the Corporation, or the Committee if so empowered, may prescribe or determine to be necessary or advisable from time to time including prior written consent of the Board in connection with such exercise. In the event of a Cashless Exercise, the number of Options exercised and not the number of listed shares actually issued by the Corporation, must be included in calculating the limits set forth in section 5.1 of the Plan.

**9. Net Exercise**

**9.1 Definitions** – In this section, the following terms shall have the meanings assigned below:

- (a) “**In-The-Money Amount**” has the meaning ascribed thereto in Section 9.1(c);
- (b) “**Net Number of Common Shares**” means in respect of Options in relation to which the Eligible Person has exercised the Net Exercise Right pursuant to Section 8, the number of Common Shares calculated in accordance with the following formula and then rounded down to the nearest whole number:

$$\text{Net Number of Shares} = \frac{\text{In-The-Money Amount}}{\text{VWAP}}$$

Where:

$$\text{In-The-Money Amount} = A \times (\text{VWAP} - \text{OP})$$

A = Total number of Common Shares in respect of which the Eligible Person has surrendered Options pursuant to the Net Exercise Right

VWAP = Volume-weighted average price of the Common Shares on the Exchange over the five (5) trading days immediately preceding the date of exercise.

OP = Option Price of the Options surrendered

**9.2 Net Exercise Right** – Notwithstanding anything to the contrary contained herein, in lieu of exercising the Option pursuant to Section 7.2 above, the Eligible Person shall have the right (the “**Net Exercise Right**”), but not the obligation, at any time and from time to time during the term of an Option when all or part of the Option would otherwise be exercisable, by indicating the same in the Notice, to surrender all or part of the Option then exercisable to the Corporation in consideration of a payment of the In-The-Money Amount. If the Eligible Person exercises the Net Exercise Right, the Corporation shall satisfy the payment of the In-The-Money Amount by delivering to the Eligible Person the Net Number of Shares.

**9.3 Issuance of Share Certificates** – Upon exercise by an Optionee of the Net Exercise Right, the Corporation shall deliver to the Eligible Person such Common Shares issuable pursuant to Section 8.2 within a reasonable time following receipt of the Notice.

**9.4 Exclusion of Investor Relations Service Providers** – The Net Exercise Right shall not be available to any Investor Relations Service Providers.

**9.5 Calculation of Limits** – In the event of a Net Exercise, the number of Options surrendered or converted, and not the number of listed shares actually issued by the Corporation, must be included in calculating the limits set forth in section 5.1 of the Plan.

**10. Transferability of Options**

**10.1 Non-Transferable** – Except as provided in section 10.2, Options are non-assignable and non-transferable.

**10.2 Death of Optionee** – In the event of the death of an Optionee, any Options held by such Optionee shall pass to the legal representative of the deceased Optionee, and shall be exercisable (subject to any restrictions on vesting or exercise) by the legal representative for a period of 1 year (or until the original expiry date of the Option, if earlier) from the date of death of the deceased Optionee. Upon the expiration of such period, all unexercised Options of the deceased Optionee shall immediately terminate and lapse.

**10.3 Disability of Optionee** – In the event of the disability an Optionee, which results in the Optionee's termination of employment, any Options held by such Optionee that could have been exercised immediately prior to such termination of employment shall be exercisable by the Optionee, or by his or her legal representative, for a period of 90 days following termination of employment, except where the Optionee is engaged in Investor Relations Activities, in which case, the Optionee has a period of 30 days following the termination of employment to exercise the Options.

If such Optionee dies within the specified 90 or 30 day period (as applicable), any Option held by the Optionee that could have been exercised immediately prior to his or her death shall pass to his or her legal representative, and shall be exercisable for a period of 1 year (or until the normal expiry date of the Option, if earlier) from the date of death of the deceased Optionee.

**11. Termination of Options**

**11.1 Termination** – To the extent not (i) exercised, (ii) surrendered pursuant to the exercise of a Net Exercise Right in accordance with section 9 hereof or (iii) terminated in accordance with section 10 hereof, the Stock Option Agreement and the applicable Options shall terminate at the earliest of the following dates:

- (a) the termination date specified in the Stock Option Agreement;
- (b) the date of such termination for just cause, where the Optionee's position as an Employee, a Consultant, a Director or a senior Officer of the Corporation or any subsidiary thereof or as a Management Corporation Employee is terminated for just cause, notwithstanding the original term granted to the Option;
- (c) where the Optionee's position as an Employee, a Consultant, a Director or a senior Officer of the Corporation or any subsidiary thereof, or as a Management Corporation Employee, is terminated for any reason other than just cause, death, or disability, the Optionee shall have a period of 90 days (or until the original expiry date of the Option, if earlier) to exercise the Option or exercise Net Exercise Rights, each to the extent that the Optionee was entitled to exercise it at the date of such termination, or subsequent to such termination but within such 90 day period, the Optionee becomes entitled to exercise the Option or Net Exercise Right. Upon the expiration of such period, all unexercised option rights of that Optionee shall immediately terminate and shall lapse;

- (d) the date of any sale, transfer, assignment or hypothecation, or any attempted sale, transfer, assignment or hypothecation, of such Option in violation of section 10.1. hereof.

**12. Adjustments to Options**

- 12.1 *Alterations in Capital Structure*** – If there is any change in the Common Shares through or by means of a declaration of stock dividends of the Common Shares or consolidations, subdivisions or reclassifications of the Common Shares, or otherwise, the number of Common Shares subject to any Option, the Option Price, and the number of Common Shares available under the Plan shall be adjusted proportionately by the Board and, if required, approved by the Exchange, and such adjustment shall be effective and binding for all purposes of the Plan.
- 12.2 *Effect of Amalgamation, Merger or Arrangement*** – If the Corporation amalgamates, merges or enters into a plan of arrangement with or into another corporation, any Shares receivable on the exercise of an Option or, if determined by the Optionee, a Net Exercise Right, notwithstanding any contingent vesting provisions to which such Options may have otherwise been subject, shall be converted into the securities, property or cash which the Optionee would have received upon such amalgamation, merger or arrangement if the Optionee had exercised his or her Option or Net Exercise Right, as applicable, immediately prior to the record date, and, if applicable, the Option Price shall be adjusted proportionately by the Board, and such adjustment shall be effective and binding for all purposes of the Plan.
- 12.3 *Acceleration on Sale of Assets or Change of Control***- Upon (a) a sale of assets representing all or substantially all of the assets of the Corporation and its subsidiaries as a whole; or (b) a Change of Control of the Corporation, subject to the Exchange's approval, all Options shall become immediately exercisable, notwithstanding any contingent vesting provisions to which such Options may have otherwise been subject.
- 12.4 *Acceleration of Date of Exercise / Waiving of Vesting Conditions*** – The Board shall have the right to accelerate the date of vesting or waive any vesting or other condition of any portion of any Option which remains unvested, subject to Exchange approval. For greater certainty, vesting requirements applicable to stock option grants to Investor Relations Service Providers may not be accelerated without the prior written approval of the Exchange.
- 12.5 *Effect of a Take-over*** – If a bona fide offer (the "**Offer**") for Common Shares is made to an Optionee or to the Shareholders generally or to a class of Shareholders which includes the Optionee, and the Offer constitutes a take-over bid in accordance with applicable securities laws, the Corporation shall, immediately upon receipt of notice of the Offer, notify each Optionee of the full particulars of the Offer, whereupon any Option held by an Optionee, notwithstanding any contingent vesting provisions to which such Option may have otherwise been subject, may be exercised in whole or in part by the Optionee so as to permit the Optionee to tender the Shares received upon such exercise (the "**Optioned Shares**") to the Offer, provided that, if:
- (a) the Offer is not completed within the time specified therein; or
  - (b) all of the Optioned Shares tendered by the Optionee pursuant to the Offer are not taken up and paid for by the offeror pursuant thereto;

the Optioned Shares or, in the case of clause 12.5(b) above, the Optioned Shares that are not taken up and paid for, may be returned by the Optionee to the Corporation and reinstated as authorized but unissued shares and with respect to such returned Optioned

Shares, the Option shall be reinstated as if it had not been exercised. If any Optioned Shares are returned to the Corporation under this section, the Corporation shall refund the exercise price to the Optionee for such Optioned Shares.

- 12.6 *Determinations to be made by the Board*** – Adjustments and determinations under this section 12 shall be made by the Board, and such decisions shall be final, binding and conclusive.
- 12.7 *Amendments to Options*** – Amendments to the terms of previously granted Options are subject to regulatory approval, if required. If required by the Exchange, Disinterested Shareholder Approval shall be required for any reduction in the Option Price of a previously granted Option if the Optionee is an Insider of the Corporation at the time of the proposed reduction in the Option Price.
- 12.8 *Exchange approval for adjustments*** – Notwithstanding any other provision of this Section 12, any adjustment to Options granted or issued under the Plan, other than adjustments related to a security consolidation or security split, shall be subject to the prior acceptance of the Exchange. This includes, without limitation, adjustments in connection with an amalgamation, merger, arrangement, reorganization, spin-off, dividend, or recapitalization, in accordance with the Exchange policies.

**13. Termination and Amendment of Plan**

- 13.1 *Power of the Board to Terminate or Amend the Plan***- Subject to the acceptance of the Exchange, the Board may terminate, suspend or amend the terms of the Plan, provided that any amendment to the Plan or to grants of stock options will be subject to shareholder approval where required by the Exchange policies. Except as provided in section 12 above, the Board may not do any of the following without obtaining, within 12 months either before or after the Board's adoption of a resolution authorizing such action, approval by the affirmative votes of the holders of a majority of the voting securities of the Corporation present, or represented, and entitled to vote at a shareholder meeting duly held in accordance with the applicable corporate laws, and, where required, by way of Disinterested Shareholder Approval, or by the written consent of the holders of a majority of the securities of the Corporation entitled to vote:
- (a) increase the aggregate number of Shares which may be issued under the Plan;
  - (b) materially modify the requirements as to eligibility for participation in the Plan; or
  - (c) materially increase the benefits accruing to participants under the Plan,

For greater certainty, the Board may only make changes to the Plan without shareholder approval if such changes correct typographical errors or clarify existing terms without altering the scope of the Plan. The Board may also amend the terms of the Plan to comply with the requirements of any applicable regulatory authority, or as a result in the changes in the policies of the Exchange relating to incentive stock options, without obtaining the approval of the Corporation's shareholders, provided such amendments comply Exchange policies.

- 13.2 *No Grant During Suspension of Plan*** – No Option may be granted during any suspension, or after termination, of the Plan. Amendment, suspension or termination of the Plan shall not, without the consent of the Optionee, alter or impair any rights or obligations under any Option previously granted.

**14. Miscellaneous Provisions**

- 14.1 *No Obligation to Exercise*** – Optionees shall be under no obligation to exercise Options granted under this Plan.
- 14.2 *No Obligation to Retain Optionee*** – Nothing contained in this Plan shall obligate the Corporation or any subsidiary thereof to retain an Optionee as an Employee, Officer, Director, or Consultant for any period, nor shall this Plan interfere in any way with the right of the Corporation or any subsidiary thereof to reduce such Optionee’s compensation.
- 14.3 *No Representation or Warranty*** – The Corporation makes no representation or warranty as to the future market value of any Common Shares in accordance with the provisions of this Plan.
- 14.4 *Trade Monitoring*** – The Board shall monitor trades of the Corporation’s securities by all Optionees performing Investor Relations Activities.
- 14.5 *Compliance with Laws*** - The obligations of the Corporation to sell Common Shares and deliver share certificates under the Plan are subject to compliance with all applicable corporate and securities laws, rules and regulations by the Corporation and the Eligible Persons, as the Corporation deems necessary or advisable.
- 14.6 *Effective Date*** - While this Plan is effective from the date hereof, no rights under any Option granted pursuant to this Plan may be exercised unless and until the Plan is approved by the shareholders of the Corporation. If shareholder approval is not obtained at the next annual meeting or within 12 months, all options granted under this amended and restated Plan will be void.

## SCHEDULE "A"

For the purposes of this Plan the following terms shall have the following meanings:

**"Blackout Period"** means a period during which the Corporation prohibits Optionees from exercising their Options, and meets the following conditions:

- (a) is formally imposed by the Corporation pursuant to its internal trading policies as a result of the bona fide existence of undisclosed Material Information;
- (b) expires upon the general disclosure of the undisclosed Material Information and can be extended no later than 10 Business days after expiry of the Blackout Period; and
- (c) will not extend the Optionee's Option if the Optionee or the Corporation is subject to a cease trade order (or similar order under Securities Law) in respect of the Corporation's securities.

**"Date of Grant"** means the date on which a grant of an Option is effective.

**"Eligible Persons"** means

- (a) an Employee, senior Officer or Director of the Corporation or its subsidiaries;
- (b) a Management Corporation Employee;
- (c) a Consultant or a Consultant Company; or
- (d) a Company, all of the voting securities of which are beneficially owned by one or more persons referred to in (i) above;

**"Employee"** means:

- (a) an individual who is considered an employee of the Corporation or its subsidiary under the *Income Tax Act* (Canada) (i.e. for whom income tax, employment insurance and CPP deductions must be made at source);
- (b) an individual who works full-time for the Corporation or a subsidiary providing services normally provided by an employee and who is subject to the same control and direction by the Corporation over the details and methods of work as an employee of the Corporation, but for whom income tax deductions are not made at source; or
- (c) an individual who works for the Corporation or a subsidiary on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Corporation over the details and methods of work as an employee of the Corporation, but for whom income tax deductions are not made at source.

**"Insider"** means:

- (a) a director or senior Officer of the Corporation;
- (b) a director or senior Officer of a Company that is an Insider or subsidiary of the Corporation;
- (c) a Person that beneficially owns or controls, directly or indirectly, Voting Shares carrying more than 10% of the voting rights attached to all Voting Shares of the Corporation; or

(d) the Corporation itself, if it holds any of its own securities.

**“Investor Relations Activities”** means any activities, by or on behalf of the Corporation or any of its Shareholders, that promote or reasonably could be expected to promote the purchase or sale of securities of the Corporation, but does not include:

(a) the dissemination of information provided, or records prepared in the ordinary course of business of the Corporation

(i) to promote the sale of products or services of the Corporation, or

(ii) to raise public awareness of the Corporation,

that cannot reasonably be considered to promote the purchase or sale of securities of the Corporation;

(b) activities or communications necessary to comply with the requirements of:

(i) applicable Securities Laws;

(ii) Exchange Requirements or the by-laws, rules or other regulatory instruments of any other self regulatory body or exchange having jurisdiction over the Corporation;

(c) Communications by a publisher of, or writer for, a newspaper, magazine or business or financial publication, that is of general and regular paid circulation, distributed only to subscribers to it for value or to purchase of it, if:

(i) the communication is only through the newspaper, magazine or publication, and

(ii) the publisher or writer receives no commission or other consideration other than for acting in the capacity of publisher or writer; or

(d) activities or communications that may be otherwise specified by the Exchange

**“Management Corporation Employee”** means an individual employed by a Company providing management services to the Corporation, which are required for the ongoing successful operation of the business enterprise of the Corporation, but excluding a Person engaged in Investor Relations Activities.

**“Option”** means an option to purchase Common Shares granted pursuant to the terms of this Plan.

**“Option Price”** means the exercise price per Common Share for an Option as determined by the Board, but which must not be less than the Discounted Market Price, subject to the Exchange’s approval.

**“Optionee”** means the recipient of an Option granted by the Corporation.

Words and phrases used in this Plan, but which are not defined in the Plan, but are defined in the policies of the Exchange, shall have the meaning assigned to them in the Exchange policies.