



**NOTICE AND MANAGEMENT INFORMATION CIRCULAR  
FOR THE  
ANNUAL GENERAL AND SPECIAL MEETING  
OF SHAREHOLDERS**

TO BE HELD AT

**2:00 p.m. (Toronto time)**

**Thursday, June 2, 2022**

virtually at

<https://virtual-meetings.tsxtrust.com/1279>

password: vscope2022

## VERTICALSCOPE HOLDINGS INC.

### NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

To be held on Thursday, June 2, 2022

**NOTICE IS HEREBY GIVEN** that an annual general and special meeting (the “**Meeting**”) of the shareholders of VerticalScope Holdings Inc. (the “**Company**”) will be held **virtually at <https://virtual-meetings.tsxtrust.com/1279>, password vscope2022** on **Thursday, June 2, 2022 at 2:00 p.m.** (Toronto time) for the following purposes:

1. To receive and consider the audited consolidated financial statements of the Company for the financial year ended December 31, 2021, together with the auditor’s report thereon.
2. To elect directors of the Company to hold office for the ensuing year.
3. To appoint the auditors of the Company for the ensuing year and to authorize the directors to fix their remuneration.
4. To consider and, if thought advisable, approve by-law no. 4 in respect of the investor rights agreement entered into between the Company and certain shareholders.
5. To transact such other business as may properly come before the Meeting or any adjournment or postponement thereof.

The accompanying management information circular provides additional information relating to the matters to be dealt with at the Meeting and is deemed to form part of this notice.

The board of directors has fixed the close of business on April 13, 2022 as the record date for determination of shareholders entitled to notice of this Meeting or any adjournment(s) or postponement(s) thereof and the right to vote thereat.

If you are a registered shareholder of the Company and are unable to attend the Meeting virtually, we encourage you to complete, sign, date, and return the accompanying form of proxy, in accordance with the instructions contained in the accompanying management information circular, to TSX Trust Company, Suite 301-100 Adelaide Street West, Toronto, Ontario, M5H 4H1 not later than 48 hours (excluding Saturdays, Sundays and holidays) before the time set for the holding of the Meeting (or any adjournments or postponements thereof). The Chair of the Meeting has the discretion to accept proxies received less than 48 hours prior to the Meeting.

If you are a non-registered shareholder of the Company and received these materials either directly from the Company or through a broker, a financial institution, a participant, a trustee or administrator of a self-administered retirement savings plan, retirement income fund, education savings plan, or other similar self-administered savings or investment plan registered under the *Income Tax Act* (Canada), or a nominee of any of the foregoing that holds your security on your behalf (an “**Intermediary**”), please complete and return the materials in accordance with the instructions provided to you by the Company or your Intermediary.

DATED at Toronto, Ontario, on April 13, 2022

**VerticalScope Holdings Inc.**

*“Paul Rivett”*

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Paul Rivett, Chair of the Board of Directors

# VERTICALSCOPE HOLDINGS INC.

## MANAGEMENT INFORMATION CIRCULAR

This Management Information Circular (the “**Circular**”) is furnished in connection with the solicitation of proxies by the management of VerticalScope Holdings Inc. (the “**Company**”) for use at the annual general and special meeting (the “**Meeting**”) of the shareholders of the Company (“**Shareholders**”) to be held virtually at <https://virtual-meetings.tsxtrust.com/1279>, password vscope2022, at 2:00 p.m. (Toronto time) on Thursday, June 2, 2022, and at any adjournment or postponement thereof, for the purposes set forth in the accompanying Notice of Annual General and Special Meeting (the “**Notice of Meeting**”).

As used in this Circular unless the context indicates or requires otherwise, all references to the “Company”, “VerticalScope”, “we”, “us” or “our” refer to VerticalScope Holdings Inc., together with its subsidiaries and their respective predecessors, and references to “VerticalScope HoldCo” refer to VerticalScope Holdings Inc. alone. Unless otherwise specified, all references to “\$”, “dollars”, “U.S.\$” and “U.S. dollars” are to United States dollars, all references to “C\$” are to Canadian dollars.

Unless specified otherwise, the information contained in this Circular is current as at April 13, 2022.

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## VOTING INFORMATION

### **Attending our Virtual Meeting**

We are pleased to invite you to attend our annual general and special meeting of Shareholders which will be held virtually on Thursday, June 2, 2022 at 2:00 p.m. (Toronto time). Your participation at the Meeting is important to us. Registered holders of subordinate voting shares (“**Subordinate Voting Shares**”) or multiple voting shares (“**Multiple Voting Shares**”), and together with the Subordinate Voting Shares, “**Shares**”) of the Company (“**Registered Shareholders**”) and duly appointed proxyholders may ask questions and vote during the virtual Meeting (see “*Voting Information – Voting at the Meeting*”). Shareholders may also vote prior to the Meeting by completing and returning a form of proxy or voting instruction form (see “*Voting Information – Voting Before the Meeting*”).

**The Company urges all Shareholders to vote by returning a form of proxy or voting instruction form in advance of the Meeting, in accordance with the instructions described under the heading entitled “*Voting Before the Meeting*”, and to participate in the Meeting virtually using the details provided below:**

Webcast: <https://virtual-meetings.tsxtrust.com/1279>

Password: vscope2022

Meeting ID: 1279

### **Voting Before the Meeting**

While you may attend and vote at the Meeting virtually (see “*Voting Information – Voting at the Meeting*”), we recommend that you vote in advance by proxy so that your vote will be counted if you later decide not to attend the Meeting. A Shareholder may vote before the Meeting by completing, dating and signing a form of proxy or voting instruction form and depositing it with TSX Trust Company, Suite 301-100 Adelaide Street West, Toronto, Ontario M5H 4H1, or as otherwise instructed in the form of proxy or voting instruction form, not later than 48 hours (excluding Saturdays, Sundays and holidays) before the time set for the holding of the Meeting (or at any adjournments or postponements thereof) (the “**Proxy Deadline**”), or as otherwise instructed in the form of proxy or voting instruction form.

### **Appointment of Proxies**

The persons named as proxyholders in the form of proxy or voting instruction form are officers and/or directors of the Company. **You have the right to appoint another person (who need not be a Shareholder) to represent you at the Meeting.** To exercise this right, you should insert the name of the desired person in the blank space provided in the form of proxy or voting instruction form or should complete another form of proxy or voting instruction form, and in either case, deposit the form of proxy or voting instruction form with TSX Trust Company, Suite 301-100 Adelaide Street West, Toronto, Ontario M5H 4H1, or as otherwise instructed in the form of proxy or voting instruction form, not later than the Proxy Deadline or as otherwise instructed in the form of proxy or voting instruction form. A Shareholder who appoints a proxyholder who is someone other than the persons named as proxyholders in the form of proxy or voting instruction form should notify the nominee of the appointment, obtain the nominee’s consent to act as proxy, and provide instructions on how the Shares are to be voted.

If you want to appoint someone other than the persons named as proxyholders in the form of proxy or voting instruction form, you must complete the additional step of registering the proxyholder by completing the Request for Control Number form, which can be found at <https://tsxtrust.com/resource/en/75>, and submitting the form to TSX Trust Company at [tsxtrustproxyvoting@tmx.com](mailto:tsxtrustproxyvoting@tmx.com) in advance of the Proxy Deadline. Such duly appointed proxyholders can then attend and vote at the Meeting by following the instructions set out under “*Voting Information – Voting at the Meeting*”.

A form of proxy or voting instruction form will not be valid unless it is deposited with TSX Trust Company, Suite 301-100 Adelaide Street West, Toronto, Ontario M5H 4H1, or as otherwise instructed in the form of proxy or voting instruction form, not later than the Proxy Deadline. A failure to deposit a form of proxy or voting instruction form prior to the Proxy Deadline will result in its invalidation.

### ***Revocation of Proxies***

A Shareholder who has submitted a form of proxy or voting instruction form may revoke it by an instrument in writing signed by the Shareholder, or by an authorized attorney, or, if the Shareholder is a corporation, by a duly authorized officer, and deposited with TSX Trust Company as above noted or at the registered office of the Company, at any time up to and including the last business day preceding the day of the Meeting at which the form of proxy or voting instruction form is to be used, or any adjournment or postponement thereof, or with the Chair of the Meeting on the day of such Meeting, or any adjournment or postponement thereof, or in any other manner permitted by law. **Participation in a poll at the Meeting by a Shareholder, or, if the Shareholder is a corporation, by an authorized representative, will automatically revoke a previously submitted form of proxy or voting instruction form.** If you use your control number to log in to the virtual Meeting, any vote you cast at the Meeting will revoke any form of proxy or voting instruction form you previously submitted. If you do not wish to revoke a previously submitted form of proxy or voting instruction form, you should not vote during the Meeting.

### ***Voting of Proxies and Exercise of Discretion by Proxyholders***

The Shares represented by the form of proxy or voting instruction form will be voted or withheld from voting 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 A CHOICE IS NOT SO SPECIFIED, IT IS INTENDED THAT THE PERSON DESIGNATED BY MANAGEMENT IN THE ACCOMPANYING FORM OF PROXY OR VOTING INSTRUCTION FORM WILL VOTE THE SHARES REPRESENTED BY THE FORM OF PROXY OR VOTING INSTRUCTION FORM IN FAVOUR OF EACH MATTER IDENTIFIED ON THE FORM OF PROXY OR VOTING INSTRUCTION FORM.**

The form of proxy or voting instruction form confers discretionary authority upon the persons named therein with respect to any amendments or variations of the matters of business to be acted on at the Meeting or any other matters properly brought before the Meeting or any adjournment or postponement thereof, in each instance, to the extent permitted by law, whether or not the amendment, variation or other matter that comes before the Meeting is routine and whether or not the amendment, variation or other matter that comes before the Meeting is contested. At the date of this Circular, management of the Company knows of no such amendments, variations, or other matters to come before this Meeting.

### **Voting at the Meeting**

Shareholders will be able to access the Meeting using an internet connected device such as a laptop, computer, tablet, or mobile phone, and the Meeting platform will be supported across browsers and devices that are running the most updated version of the applicable software plugins (except for Internet Explorer).

It is important to note that Shareholders accessing the Meeting virtually must remain connected to the internet at all times during the Meeting in order to vote when balloting commences if they have not already voted in advance. It is your responsibility to ensure internet connectivity for the duration of the Meeting.

### ***Registered Shareholders***

Registered Shareholders entitled to vote at the Meeting may attend and vote at the Meeting virtually by following the instructions set out below:

1. Type in <https://virtual-meetings.tsxtrust.com/1279> on your browser at least 15 minutes before the Meeting starts.
2. Click on **“I have a control number/meeting access number”**.

3. Enter your 12-digit control number (on your proxy form).
4. Enter the password: vscope2022 (case sensitive).
5. When the ballot is opened, click on the “Voting” icon. To vote, simply select your voting direction from the options shown on screen and click **Submit**. A confirmation message will appear to show your vote has been received.

If you are a Registered Shareholder and you want to appoint someone else (other than the persons named on the form of proxy included with these proxy materials) to vote online at the Meeting, you must first submit your proxy indicating who you are appointing. You or your appointee must then register with TSX Trust Company in advance of the Proxy Deadline by emailing [tsxtrustproxyvoting@tmx.com](mailto:tsxtrustproxyvoting@tmx.com) the “Request for Control Number” form, which can be found here <https://tsxtrust.com/resource/en/75>. See “*Voting Information – Voting Before the Meeting – Appointment of Proxies*”.

#### *Non-Registered Shareholders*

Shareholders who hold Shares through a broker, a financial institution, a participant, a trustee or administrator of a self-administered retirement savings plan, retirement income fund, education savings plan, or other similar self-administered savings or investment plan registered under the *Income Tax Act* (Canada), or a nominee of any of the foregoing that holds your Shares on your behalf (an “**Intermediary**”), or who otherwise do not hold their Shares in their own name (“**Non-Registered Shareholders**”) may vote at the Meeting by following the instructions set out below and on the voting instruction form:

1. Appoint yourself as proxyholder by writing your name in the space provided on the voting instruction form.
2. Sign and send the voting instruction form to your Intermediary prior to the voting deadline and by otherwise following the submission instructions on the voting instruction form.
3. Obtain a control number by contacting TSX Trust Company by emailing [tsxtrustproxyvoting@tmx.com](mailto:tsxtrustproxyvoting@tmx.com) the “Request for Control Number” form, which can be found at <https://tsxtrust.com/resource/en/75>.
4. Type in <https://virtual-meetings.tsxtrust.com/1279> on your browser at least 15 minutes before the Meeting starts.
5. Click on “**I have a control number/meeting access number**”.
6. Enter the control number provided by [tsxtrustproxyvoting@tmx.com](mailto:tsxtrustproxyvoting@tmx.com).
7. Enter the password: vscope2022 (case sensitive).
8. When the ballot is opened, click on the “Voting” icon. To vote, simply select your voting direction from the options shown on screen and click **Submit**. A confirmation message will appear to show your vote has been received.

If you are a Non-Registered Shareholder and want to vote online at the Meeting, you must appoint yourself as proxyholder and register with TSX Trust Company in advance of the Meeting by emailing [tsxtrustproxyvoting@tmx.com](mailto:tsxtrustproxyvoting@tmx.com) the “Request for Control Number” form, which can be found here <https://tsxtrust.com/resource/en/75>.

If you are a Non-Registered Shareholder and you want to appoint someone else (other than the persons named on the voting instruction form) to vote online at the Meeting, you must first submit your voting instruction form indicating who you are appointing. You or your appointee must then register with TSX Trust Company in advance of the Proxy Deadline by emailing [tsxtrustproxyvoting@tmx.com](mailto:tsxtrustproxyvoting@tmx.com) the “Request for Control Number” form, which can be found here <https://tsxtrust.com/resource/en/75>. See “*Voting Information – Voting Before the Meeting – Appointment of Proxies*”.

Non-Registered Shareholders outside Canada must obtain a valid legal proxy from their Intermediary. Follow the instructions from your Intermediary included with these proxy materials, or contact your Intermediary to request a legal proxy form.

## *Guests*

Guests (including Non-Registered Shareholders who have not duly appointed themselves as proxyholder) can also listen to the Meeting by following the instructions set out below:

1. Type in <https://virtual-meetings.tsxtrust.com/1279> on your browser at least 15 minutes before the Meeting starts.
2. Click on “**I am a Guest**”.

If you have any questions or require further information with regard to voting your Shares or have any difficulties during the registration process or while accessing and attending the Meeting, please contact TSX Trust Company toll-free in North America at 1-866-600-5869 or by email at [tmxeinvestorservices@tmx.com](mailto:tmxeinvestorservices@tmx.com).

## *Asking Questions at the Meeting*

The Company believes that the ability to participate in the Meeting in a meaningful way remains important despite the decision to hold the Meeting virtually. Registered Shareholders who sign in using the control number provided on their form of proxy or duly appointed proxy holders who have requested and signed in using a control number will be able to ask questions at the Meeting. Following the conclusion of the formal business to be conducted at the Meeting, the Company will invite questions from Registered Shareholders or proxy appointees participating through the TSX Trust Company meeting platform, who may submit their questions by clicking on the “Ask a Question” button within the TSX Trust Company meeting platform and typing their question. Questions can be submitted at anytime during the Q&A session and until such time as the Chair of the Meeting ends the session. Questions which relate to the business of the Meeting will be read by the Chair of the Meeting or a designee of the Chair and responded to by a representative of the Company as they would be at a shareholder meeting that was held in person. To ensure fairness for all attendees, the Chair of the Meeting will decide on the amount of time allocated to each question and will have the right to limit or consolidate questions and to reject questions that do not relate to the business of the Meeting or which are determined to be inappropriate or otherwise out of order.

## **Management Solicitation of Proxies**

### *Solicitation of Proxies*

**This solicitation of proxies is being made by or on behalf of management of the Company.** Solicitations of proxies will be made by mail and may be supplemented by telephone or other personal contact to be made without special compensation by regular officers and employees of the Company. The Company may reimburse Shareholders’ nominees or agents (including brokerage houses holding Shares on behalf of clients) for the cost incurred in obtaining their authorization to execute forms or proxy or voting instruction forms. The cost of solicitation will be borne by the Company.

### *Delivery of Proxy Materials*

The Company has elected to use the notice and access method of delivering the Circular, the audited consolidated financial statements of the Company for the financial year ended December 31, 2021 (“**Fiscal 2021**”), together with the auditor’s report thereon (together, the “**Annual Financial Statements**”), and the related management’s discussion and analysis (the “**Annual MD&A**”) (collectively, the “**Meeting Materials**”) to both Registered Shareholders and Non-Registered Shareholders. Registered Shareholders will still be mailed a form of proxy, and Non-Registered Shareholders will still be mailed a voting instruction form, allowing them to vote at the Meeting. Shareholders will also receive in the mail a notice with information about the Meeting and instructions on how they can access electronic copies of the Meeting Materials or obtain paper copies of the Meeting Materials (the “**Notice and Access Notice**”). The Meeting Materials will be available on SEDAR ([www.sedar.com](http://www.sedar.com)) and the Company’s website (<http://investors.verticalscope.com/financials/Financial-Reports>) on or after April 27, 2022, which is the date that the Company intends to commence mailing notice packages to the Shareholders of record.

The Company does not intend to use stratification (i.e. sending paper copies of the Meeting Materials to certain Shareholders); however the Company will comply with standing instructions or other requests for paper copies of the Meeting Materials received from Shareholders.

The Company will be providing the Notice and Access Notice and voting instruction form to TSX Trust Company to forward to the Company's non-objecting beneficial owners and will be providing the Notice and Access Notice and voting instruction form to Intermediaries to forward to objecting beneficial owners ("OBOs"), in each case in compliance with National Instrument 54-101 – *Communications with Beneficial Owners of Securities of a Reporting Issuer* ("NI 54-101"). The Company intends to pay for Intermediaries to forward the Notice and Access Notice, voting instruction form and, if duly requested, the Meeting Materials to OBOs.

### ***How to Obtain Paper Copies of the Meeting Materials***

Requests to receive a paper copy of this Circular and/or the Company's Annual Financial Statements and Annual MD&A may be made by email to [tsxtis@tmx.com](mailto:tsxtis@tmx.com) or in North America by calling toll free at 1-866-600-5869. Requests to receive a paper copy of this Circular and/or the Annual Financial Statements and Annual MD&A must be received by the Company by the close of business on May 24, 2022 in order to ensure that Shareholders receive the mailed documents with sufficient time to allow them to complete and return their form of proxy or voting instruction form not later than the Proxy Deadline. The Chair of the Meeting may waive or extend the Proxy Deadline without notice. Furthermore, Shareholders may request that the Company mail to them a paper copy of this Circular and/or the Annual Financial Statements and Annual MD&A, at no cost to them, at any time up to one year from the date this Circular is filed on SEDAR.

**Please note that if you request a paper copy of this Circular and/or the Annual Financial Statements and Annual MD&A, you will not receive a new form of proxy or voting instruction form, so you should retain the form mailed to you in order to vote.**

### ***Notice to Non-Registered Shareholders***

A substantial number of Shareholders are NOT listed on the Company's register of Shareholders. Shareholders will not be listed on the Company's register of Shareholders if they hold their Shares through an Intermediary, such as a brokerage firm, bank, trust company, RRSP, RRIF, TFSA, or other firm, financial institution or company. In this Circular, such Shareholders are referred to as "Non-Registered Shareholders", and the firm, financial institution or company through which Non-Registered Shareholders hold their Shares are referred to as "Intermediaries". This discussion does not apply to owners of Shares of the Company who hold their Shares directly instead of through an Intermediary and who are therefore listed directly on the Company's register of Shareholders.

The Company can only recognize votes and take instructions from Shareholders who are listed on its register of Shareholders, which in the case of a Non-Registered Shareholder will be the Intermediary. Therefore, in order to vote at the Meeting, a Non-Registered Shareholder will either need to instruct its Intermediary on how to vote such Non-Registered Shareholder's Shares, or instruct its Intermediary to authorize the Non-Registered Shareholder (or an appointee of the Non-Registered Shareholder) to attend and vote at the Meeting. To do so, a Non-Registered Shareholder will need to complete a voting instruction form sent to it by or on behalf of its Intermediary, sign it and return it to the Intermediary or to another party as directed by the Intermediary. If a Non-Registered Shareholder wants to attend and vote at the Meeting, such Non-Registered Shareholder will need to insert the Non-Registered Shareholder's name in the blank space. Non-Registered Shareholders can also appoint someone else to attend the Meeting and vote on their behalf by inserting such person's name in the blank space on the voting instruction form. **Non-Registered Shareholders who have not duly appointed themselves as proxyholders will not be able to vote at the Meeting but will be able to participate as guests. If you want to appoint someone other than the persons named as proxyholders in the voting instruction form, you must complete the additional step of registering the proxyholder (see "*Voting Information – Voting Before the Meeting – Appointment of Proxies*").**

The Company will be providing the Notice and Access Notice and voting instruction form to the Intermediaries listed on its register of Shareholders (or listed by the depository or other agent used by the Intermediary) as requested, for such Intermediaries to forward the Notice and Access Notice and voting instruction form to Non-Registered

Shareholders. The Company intends to pay for Intermediaries to forward the Notice and Access Notice, voting instruction form and, if duly requested, the Meeting Materials to OBOs.

In order to vote at the Meeting, an OBO will either need to instruct its Intermediary on how to vote such OBO's Shares, or instruct the Intermediary to authorize the OBO (or an appointee of the OBO) to attend and vote at the Meeting. To do so, an OBO will need to complete a voting instruction form sent to it by or on behalf of its Intermediary, sign it and return it to the Intermediary or to another party as directed by the Intermediary. If an OBO wants to attend and vote at the Meeting, such OBO will need to insert the OBO's name in the blank space. OBOs can also appoint someone else to attend the Meeting and vote on their behalf by inserting such person's name in the blank space on the voting instruction form.

## **Voting Securities and Principal Holders of Voting Securities**

### ***Authorized Share Capital***

The Company's authorized share capital consists of (i) an unlimited number of Subordinate Voting Shares, (ii) an unlimited number of Multiple Voting Shares and (iii) an unlimited number of preferred shares ("**Preferred Shares**"), issuable in series. As of April 13, 2022, the record date fixed for the Meeting, 18,350,178 Subordinate Voting Shares were issued and outstanding, 2,957,265 Multiple Voting Shares were issued and outstanding, and no Preferred Shares were issued and outstanding. As at April 13, 2022, the Company had a total 21,307,443 Shares outstanding.

### ***Voting Rights***

The holders of outstanding Subordinate Voting Shares are entitled to one vote per Subordinate Voting Share and the holder of Multiple Voting Shares is entitled to 10 votes per Multiple Voting Share. As of the date of this Circular, the Subordinate Voting Shares collectively represent approximately 86.1% of our issued and outstanding Shares and approximately 38.3% of the voting power attached to all of our issued and outstanding Shares and the Multiple Voting Shares collectively represent approximately 13.9% of our issued and outstanding Shares and approximately 61.7% of the voting power attached to all of our issued and outstanding Shares. The directors have fixed April 13, 2022 as the record date for determination of holders of Subordinate Voting Shares and Multiple Voting Shares entitled to notice of this Meeting or any adjournment(s) or postponement(s) thereof. Subordinate Voting Share and Multiple Voting Share holders of record at the close of business on April 13, 2022 are entitled to vote at the Meeting or adjournments or postponements thereof.

Except as required by the *Business Corporations Act* (Ontario) (the "**OBCA**"), applicable Canadian securities laws or our articles of incorporation, as amended (the "**Articles**"), holders of Subordinate Voting Shares and Multiple Voting Shares will vote together on all matters subject to a vote of holders of both those classes of Shares as if they were one class of Shares. Under the OBCA, certain types of amendments to our Articles are subject to approval by special resolution of the holders of our classes of Shares voting separately as a class, including amendments to:

- add to, remove or change the rights, privileges, restrictions or conditions attached to the Shares of that class;
- add to the rights or privileges of any class of Shares having rights or privileges equal or superior to the Shares of that class; and
- make any class of Shares having rights or privileges inferior to the Shares of such class equal or superior to the Shares of that class.

Without limiting other rights at law of any holders of Subordinate Voting Shares or Multiple Voting Shares to vote separately as a class, neither the holders of the Subordinate Voting Shares nor the holder of the Multiple Voting Shares are entitled to vote separately as a class or to dissent upon a proposal to amend our Articles in the case of an amendment to (1) increase or decrease any maximum number of authorized Shares of such class or increase any maximum number of authorized Shares of a class having rights or privileges equal or superior to the Shares of such class; or (2) create a new class of shares equal or superior to the Shares of such class, which rights are otherwise provided for in paragraphs

(a) and (e) of subsection 170(1) of the OBCA. Pursuant to our Articles, neither the holders of the Subordinate Voting Shares nor the holder of the Multiple Voting Shares will be entitled to vote separately as a class or to dissent on a proposal to amend our Articles to effect an exchange, reclassification or cancellation of all or part of the Shares of such class pursuant to subsection 170(1)(b) of the OBCA unless such exchange, reclassification or cancellation: (a) affects only the holders of that class; or (b) affects the holders of Subordinate Voting Shares and Multiple Voting Shares differently, on a per Share basis, and such holders are not already otherwise entitled to vote separately as a class under applicable law or our Articles in respect of such exchange, reclassification or cancellation.

Pursuant to our Articles, holders of Subordinate Voting Shares and Multiple Voting Shares will be treated equally and identically, on a per Share basis, in certain change of control transactions that require approval of our Shareholders under the OBCA, unless different treatment of the Shares of each such class is approved by a majority of the votes cast by the holders of the Subordinate Voting Shares and Multiple Voting Shares, each voting separately as a class.

### ***Conversion***

The Subordinate Voting Shares are not convertible into any other class of shares. Each outstanding Multiple Voting Share may at any time, at the option of the holder, be converted into one Subordinate Voting Share. Upon the first date that a Multiple Voting Share shall be held by a Person other than a Permitted Holder, the Permitted Holder which held such Multiple Voting Share until such date, without any further action, shall automatically be deemed to have exercised his, her or its rights to convert such Multiple Voting Share into one fully paid and non-assessable Subordinate Voting Share, on a share-for-share basis. Notwithstanding the foregoing, any Multiple Voting Share held by a Lender shall be deemed to continue to be held by the Permitted Holder so long as the Lender has not exercised a right of foreclosure on such Multiple Voting Share or other similar action pursuant to the terms of such pledge or other security interest.

In addition, all Multiple Voting Shares held by Permitted Holders will convert automatically into Subordinate Voting Shares in a manner described above at such time that the Permitted Holders no longer as a group beneficially own, directly or indirectly and in the aggregate, at least 7.5% of the issued and outstanding Shares (on a non-diluted basis).

For the purposes of the foregoing and elsewhere in this Circular:

“**Lender**” means a Person who holds any Multiple Voting Shares pursuant to a pledge or other grant of security interest by a Permitted Holder in such Multiple Voting Share, pursuant to a bona fide loan or other indebtedness transaction;

“**Members of the Immediate Family**” means with respect to any individual, each parent (whether by birth or adoption), spouse, child (including any step-child) or other descendants (whether by birth or adoption) of such individual, each spouse of any of the aforementioned Persons, each trust created solely for the benefit of such individual and/or one or more of the aforementioned Persons, and each legal representative of such individual or of any aforementioned Persons (including without limitation a tutor, curator, mandatary due to incapacity, custodian, guardian or testamentary executor), acting in such capacity under the authority of the law, an order from a competent tribunal, a will or a mandate in case of incapacity or similar instrument. For the purposes of this definition, a Person shall be considered the spouse of an individual if such Person is legally married to such individual, lives in a civil union with such individual or is the common law partner (as defined in the *Income Tax Act* (Canada) as amended from time to time) of such individual. A Person who was the spouse of an individual within the meaning of this paragraph immediately before the death of such individual shall continue to be considered a spouse of such individual after the death of such individual;

“**Permitted Holders**” means (i) Rob Laidlaw and any Members of the Immediate Family of Rob Laidlaw, and (ii) any Person controlled, directly or indirectly, by one or more Persons referred to in clause (i) above;

“**Person**” means any individual, partnership, corporation, company, association, trust, joint venture or limited liability company; and

A Person is “**controlled**” by another Person or other Persons if: (i) in the case of a company or other body corporate wherever or however incorporated: (A) securities entitled to vote in the election of directors carrying in the aggregate

at least a majority of the votes for the election of directors and representing in the aggregate at least a majority of the participating (equity) securities are held, other than by way of security only, directly or indirectly, by or solely for the benefit of the other Person or Persons; and (B) the votes carried in the aggregate by such securities are entitled, if exercised, to elect a majority of the board of directors of such company or other body corporate; or (ii) in the case of a Person that is an unincorporated entity other than a limited partnership, at least a majority of the participating (equity) and voting interests of such Person are held, directly or indirectly, by or solely for the benefit of the other Person or Persons; or (iii) in the case of a limited partnership, the other Person is the general partner of such limited partnership; and “controls”, “controlling” and “under common control with” shall be interpreted accordingly.

### ***Take-Over Bid Protection***

The Subordinate Voting Shares are “restricted securities” within the meaning of such term under applicable Canadian securities laws. Under applicable Canadian securities laws, an offer to purchase Multiple Voting Shares would not necessarily require that an offer be made to purchase Subordinate Voting Shares. In accordance with the rules of the Toronto Stock Exchange (“TSX”) designed to ensure that, in the event of a take-over bid, the holders of Subordinate Voting Shares will be entitled to participate on an equal footing with the holder of Multiple Voting Shares, the holder of Multiple Voting Shares entered into a customary coattail agreement with us and a trustee (the “**Coattail Agreement**”) upon completion of the Company’s initial public offering on June 21, 2021 (the “**IPO**”). The Coattail Agreement contains provisions customary for dual-class, TSX-listed corporations designed to prevent transactions that otherwise would deprive the holders of Subordinate Voting Shares of rights under applicable Canadian securities laws to which they would have been entitled if the Multiple Voting Shares had been Subordinate Voting Shares. Additional information regarding the Coattail Agreement can be found in our Annual Information Form (“**AIF**”) available under our profile on SEDAR at [www.sedar.com](http://www.sedar.com), which also includes a copy of the Coattail Agreement.

### ***Principal Shareholders***

To the best of our knowledge, there are no Shareholders who beneficially own, directly or indirectly, or exercise control or direction over, voting Shares of the Company carrying more than 10% of the voting rights attached to all of the issued and outstanding voting Shares of the Company, except as follows:

Name of Shareholder	Shares Owned			
	Number of Subordinate Voting Shares	Number of Multiple Voting Shares	Percentage of Outstanding Shares	Percentage of Total Voting Power <sup>(1)</sup>
NordStar Capital LP <sup>(2)</sup>	7,860,505	nil	36.9%	16.4%
RDL Ventures Inc. <sup>(3)</sup>	nil	2,957,265	13.9%	61.7%
Hedgewood Inc.	3,111,557	nil	14.6%	6.5%

(1) Percentage of total voting power represents voting power with respect to all of the Subordinate Voting Shares and Multiple Voting Shares, as a single class, on a non-diluted basis. The holder of the Multiple Voting Shares is entitled to 10 votes per share, and holders of Subordinate Voting Shares are entitled to one vote per share. For more information on the voting rights attached to the Subordinate Voting Shares and Multiple Voting Shares, see “*Voting Information – Voting Securities and Principal Holders of Voting Securities – Voting Rights*”.

(2) Held indirectly through wholly-owned subsidiaries VS Holdings 1 Ltd., VS Holdings 2 Ltd., VS Holdings 3 Ltd., VS Holdings 4 Ltd., VS Holdings 5 Ltd., VS Holdings 6 Ltd., VS Holdings 7 Ltd., VS Holdings 8 Ltd., VS Holdings 9 Ltd. and VS Holdings 10 Ltd. (collectively, the “**NordStar Group**”). The Chair of the Company’s board of directors (the “**Board**”), Paul Rivett, may be deemed to exercise control or direction over 50% of the equity interest in the sole shareholder of NordStar Group and may be considered to be acting jointly or in concert with NordStar Capital LP, as may be any entities controlled by NordStar Capital LP or Mr. Rivett.

(3) Beneficially owned and controlled by the Company’s founder and Chief Executive Officer, Rob Laidlaw.

## BUSINESS OF THE MEETING

### Financial Statements

The Annual Financial Statements will be placed before the Shareholders at the Meeting. No formal action will be taken at the Meeting to approve the Annual Financial Statements. If any Shareholder has questions regarding the Annual Financial Statements, such questions may be brought forward at the Meeting.

### Election of Directors

The directors of the Company will be elected by Shareholders at each annual meeting of the Company’s Shareholders, and all directors will hold office for a term expiring at the close of the next annual meeting or until their respective successors are elected or appointed. The terms of office of the current directors of the Company will expire at the close of the Meeting.

Pursuant to that certain investor rights agreement (the “**Investor Rights Agreement**”) dated June 14, 2021 entered into between the Company and NordStar Capital LP, RDL Ventures Inc. (“**RDL Ventures**”) and Hedgewood Inc. (“**Hedgewood**”) (collectively, the “**Principal Shareholders**”), each of NordStar Group, RDL Ventures and Hedgewood has the right to designate one director nominee to the Board as long as it owns Subordinate Voting Shares (or in the case of RDL Ventures, Subordinate Voting Shares and/or Multiple Voting Shares) representing at least 7.5% of the issued and outstanding Shares (on a non-diluted basis). The Investor Rights Agreement also provides that (i) NordStar Group has the right to designate an additional director nominee to the Board as long as it owns Subordinate Voting Shares representing at least 15% of the issued and outstanding Shares (on a non-diluted basis); and (ii) RDL Ventures’ right to designate one director nominee to the Board continues for so long as Mr. Laidlaw is the Chief Executive Officer or an executive officer of the Company, notwithstanding the number of Subordinate Voting Shares or Multiple Voting Shares owned by RDL Ventures. See “*Statement of Corporate Governance – Board of Directors – Nomination Rights under the Investor Rights Agreement*” for additional details, including restrictions applicable to the director nomination rights granted to the Principal Shareholders under the Investor Rights Agreement. A copy of the Investor Rights Agreement is available under our SEDAR profile at [www.sedar.com](http://www.sedar.com).

Having regard to the rights of the Principal Shareholders under the Investor Rights Agreement and the recommendations of the Nominating & Governance Committee, the Company proposes to nominate the persons named below, all of whom are current members of the Board, for election as directors of the Company, in each case to hold office until the next annual meeting of Shareholders or until their successor is elected or appointed. The following table sets out the names of the director nominees, the province or state and country in which each is ordinarily resident, all offices of the Company now held by each of them, their principal occupations, the period of time for which each has been a director of the Company, and the number of voting Shares of the Company beneficially owned by each of them, directly or indirectly, or over which control or direction is exercised, as at the date hereof.

Name, Residence, Position with the Company and Year First Became a Director <sup>(1)</sup>	Principal Occupation <sup>(1)</sup>	Shares Owned or Controlled, Directly and Indirectly <sup>(1)</sup>
<b>Rob Laidlaw</b> Grand Cayman, Cayman Islands Director, CEO  <i>Director since November 19, 2012</i>	Chief Executive Officer of VerticalScope HoldCo	2,957,265 Multiple Voting Shares <sup>(2)</sup>
<b>Wayne Bigby<sup>(3)</sup></b> Ontario, Canada Director  <i>Director since June 21, 2021</i>	Retired	2,500 Subordinate Voting Shares

<b>Name, Residence, Position with the Company and Year First Became a Director<sup>(1)</sup></b>	<b>Principal Occupation<sup>(1)</sup></b>	<b>Shares Owned or Controlled, Directly and Indirectly<sup>(1)</sup></b>
<b>Paul Rivett<sup>(4), (5)</sup></b> Ontario, Canada Director, Chair of the Board <i>Director since September 25, 2020</i>	Co-Owner of NordStar Capital LP and Chairman and Co-Proprietor of Torstar Corporation	7,860,505 Subordinate Voting Shares <sup>(6)</sup>
<b>Cory Janssen<sup>(7)</sup></b> Alberta, Canada Director <i>Director since June 21, 2021</i>	Co-Founder and Co-CEO of AltaML Inc.	Nil
<b>Malgosia Green<sup>(4), (8)</sup></b> British Columbia, Canada Director <i>Director since June 21, 2021</i>	Chief Executive Officer of Plenty of Fish	1,000 Subordinate Voting Shares
<b>Michael Washinushi<sup>(7), (9)</sup></b> Ontario, Canada Director <i>Director since June 21, 2021</i>	Chief Financial Officer of FreshBooks	1,000 Subordinate Voting Shares
<b>Marina Glogovac<sup>(5)</sup></b> Ontario, Canada Director <i>Director since June 21, 2021</i>	President & Chief Executive Officer of CanadaHelps	200 Subordinate Voting Shares

- (1) The information as to province or state and country of residence, principal occupation and Shares beneficially owned or over which a director exercises control or direction, not being within the knowledge of the Company, has been furnished by the respective directors individually, or the Company has relied on public information provided on SEDI. Figure does not include options or awards to purchase unissued Subordinate Voting Shares of the Company.
- (2) For additional information regarding Mr. Laidlaw's Share ownership please see "Voting Information – Voting Securities and Principal Holders of Voting Securities – Principal Shareholders" above.
- (3) Chair of the Nominating & Governance Committee.
- (4) Member of the Nominating & Governance Committee.
- (5) Member of the Audit Committee.
- (6) For additional information regarding Mr. Rivett's Share ownership please see "Voting Information – Voting Securities and Principal Holders of Voting Securities – Principal Shareholders" above.
- (7) Member of the Compensation Committee.
- (8) Chair of the Compensation Committee.
- (9) Chair of the Audit Committee.

### **Biographical Information**

The following are brief biographies of each of the proposed director nominees:

#### **Rob Laidlaw, Director and Chief Executive Officer**

Rob Laidlaw is the founder and visionary behind VerticalScope. Rob founded TopHosts.com, the predecessor company to VerticalScope in 1999 from the basement of his family home in Saskatchewan, Canada. As CEO of VerticalScope, he has aggressively grown the business focusing his energies on business development, market strategy and platform growth. In 2001, Rob launched the Modified Automotive Group which was later acquired in 2007 by the largest US enthusiast-magazine publisher Primedia. Today, Rob is a passionate enthusiast and avid community

user and is focused on continuing to grow our Fora software platform. When he's not working, Rob enjoys angel investing, traveling and playing tennis.

### **Wayne Bigby, Director**

Wayne is a retired senior executive and lawyer with over 35 years of business experience. Prior to his retirement, Wayne served as the President of Hedgewood Inc., an investment firm, where he filled a multi-dimensional role, including acting as general counsel for the related group of companies. He also had investment management responsibilities and provided strategic consulting to the Hedgewood portfolio companies, including sitting on several private company boards. Prior to joining Hedgewood, Wayne held a number of executive/legal roles, including as Executive Vice President of Kingsdale Shareholder Services, Editor-in-Chief of Lexpert (a division of Thomson Reuters), Executive Vice President of InQuent Technologies Inc. and Corporate Law Associate at Blake, Cassels & Graydon LLP. Wayne holds a Juris Doctor degree from the University of Toronto along with MBA and Bachelor of Science degrees from Queen's University.

### **Paul Rivett, Director and Chair of the Board**

Paul Rivett is the co-founder and Chairman of NordStar Capital Inc., a Canadian company he co-founded in 2020. NordStar Capital Inc. is a long-term focused, relationship-based, innovative funding and advisory services firm. He is also Co-Proprietor/Chairman of Torstar Corporation, a holding company with investments primarily in news and media. Prior to co-founding NordStar Capital Inc., Mr. Rivett served as the President of Fairfax Financial Holdings Limited, a global insurance holdings and value investing company, where he worked for nearly two decades. Mr. Rivett currently serves on the boards of Recipe Unlimited Corporation (TSX: RECP), Chorus Aviation Inc. (TSX: CHR), GreenFirst Forest Products Inc. (TSX: GFP), Torstar Corporation, CPE, Boreal Carbon and Northstar Gaming. He has previously been a member of a number of notable boards, including Fairfax Africa, PEAK Athletics (Bauer & Easton Sports), TeamSnap, Golf Town & Sporting Life, Dexterra, Arctic Gateway Group, AGT Foods, MEGA Brands Inc., Resolute Forest Products Inc., Blue Ant Media and The Brick Ltd. Mr. Rivett holds a Bachelor's Degree in Economics from the University of Toronto, a Master's Degree in Industrial Relations from Queen's University, and a Law Degree from Queen's University. He is also a Canadian Securities Registered Portfolio Manager.

### **Cory Janssen, Director**

Cory Janssen has over 20 years' experience in technology and software development. He is the Co-Founder and Co-CEO of AltaML Inc., a Canadian artificial intelligence company that designs and implements applied artificial intelligence solutions. In his current role, Cory is responsible for overseeing AltaML's growth strategy and is actively involved in helping business leaders understand how artificial intelligence can be used as a horizontal enabler to create competitive advantage. In addition to his role at AltaML, Cory is also an Associate at the Creative Destruction Lab. Before AltaML, Cory was the President of Galt Capital Inc., a private investment company, and the Co-Founder of Janalta Interactive. He was also involved in several successful ventures and is best known for co-founding Investopedia.com, which was sold to Forbes Media in 2007. Cory serves on the board of directors of McCoy Global Inc. (TSX: MCB) and Edmonton Global, as well as a number of other private company boards. He also serves as Chair of the Human Resources, Compensation & Governance Committee of McCoy Global Inc. Cory holds a Bachelor of Commerce from the University of Alberta.

### **Malgosia Green, Director**

Malgosia Green is the Chief Executive Officer of Plenty of Fish, an online dating service which is part of the Match group. During her four year tenure, she has led the transformation of the technology platform, brand strategy and product vision of one of the largest dating apps in the U.S. Prior to her current role, she served as the Chief Product Officer at Top Hat. During her tenure, the brand grew into a leading educational technology company, and the team's headcount increased from 20 employees to over 300. Malgosia was also the founder and Chief Executive Officer of Savvica, an online marketing company focused on international education and financed by Educomp (EDSO.BO), India's largest education company. Malgosia also served as the Director of Product Management at Affinity Labs, an online communities company funded by Mayfield Fund and Trinity Ventures. Malgosia holds a B.Sc. (Honours) in System Design Engineering from the University of Waterloo.

### **Michael Washinushi, Director**

Michael Washinushi has over 30 years of experience in corporate finance and planning, spanning multiple industries, including food service, real estate and telecommunications. He is the Chief Financial Officer of FreshBooks, a cloud-based accounting software that allows owners to invoice clients, track time, and run their small businesses in the cloud. Prior to FreshBooks, he served as the Chief Financial Officer, Secretary and Treasurer of SiriusXM Canada. Michael holds a Bachelor of Arts degree in economics from York University.

### **Marina Glogovac, Director**

Marina is the President and Chief Executive Officer of CanadaHelps, a leader in providing fundraising and donation technology to charities and donors. Prior to joining CanadaHelps, Marina had a 25-year career in leading e-commerce, technology and media companies, including as Chief Executive Officer and the Chief Revenue Officer at Lavalife Corp., Chief Marketing Officer at Kobo Inc. and Group Publisher for St. Joseph's Media. Marina has served on boards or advisory committees for The Walrus Magazine Foundation, Magazines Canada, Interactive Advertising Bureau Canada and Ontario Media Development Corporation. A graduate of the University of Belgrade, Marina also holds a Master's degree in Education from the University of Toronto's Ontario Institute for Studies in Education (OISE).

### ***Majority Voting Policy***

In accordance with the requirements of the TSX, our Board has adopted a majority voting policy (the “**Majority Voting Policy**”). Under the Majority Voting Policy, if any nominee for director receives a greater number of votes “withheld” from his or her election than votes “for” such election, such nominee is required to immediately tender his or her resignation as a director, to be effective on acceptance by the Board. The Nominating and Governance Committee will consider such offer of resignation and make a recommendation to the Board whether to accept the resignation or delay or reject it on the basis of exceptional circumstances. In considering whether exceptional circumstances exist, the Nominating and Governance Committee will consider all factors deemed relevant by members of the committee.

The Board will consider the recommendation of the Nominating and Governance Committee and disclose by news release its decision whether or not to accept that resignation and the reasons for its decision no later than 90 days after the date of the relevant Shareholders' meeting. The Board will accept the tendered resignation, absent exceptional circumstances.

### ***Advance Notice By-Law***

The Company has adopted an advance notice by-law (the “**Advance Notice Provisions**”). The Advance Notice Provisions are intended to: (i) facilitate orderly and efficient annual general meetings or, where the need arises, special meetings; (ii) ensure that all Shareholders receive adequate notice of Board nominations and sufficient information with respect to all nominees; and (iii) allow Shareholders to register an informed vote. Subject to the requirements of By-Law No. 4 (as defined below), persons who are nominated by Shareholders in accordance with the Advance Notice Provisions will be eligible for election as directors at any annual meeting of Shareholders, or at any special meeting of Shareholders if one of the purposes for which the special meeting was called was the election of directors.

Under the Advance Notice Provisions, a Shareholder wishing to nominate a director would be required to provide us notice, in the prescribed form, within the prescribed time periods. These time periods require that we receive notice of a director's nomination: (i) in the case of an annual meeting of Shareholders (including annual and special meetings), not less than 30 days prior to the date of the annual meeting of Shareholders; provided, that if the first public announcement of the date (the “**Notice Date**”) of the annual meeting of Shareholders is less than 50 days before the meeting date, not later than the close of business on the 10th day following the Notice Date; and (ii) in the case of a special meeting (which is not also an annual meeting) of Shareholders called for any purpose which includes electing directors, not later than the close of business on the 15th day following the Notice Date, provided that, in either instance, if notice-and-access (as defined in NI 54-101) is used for delivery of proxy related materials in respect of a meeting described above, and the Notice Date in respect of the meeting is not less than 50 days prior to the date of the applicable meeting, the notice must be received not later than the close of business on the 40th day before the applicable meeting.

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

To the knowledge of management of the Company, no proposed director of the Company, is or has been, within the ten years preceding the date of this Circular, a director, chief executive officer, or chief financial officer of any company that:

- (a) was subject to an order that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or
- (b) was subject to an order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

For the purposes of this Circular, an “order” means a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to an exemption under securities legislation, and such order was in effect for a period of more than 30 consecutive days.

### ***Bankruptcies***

To the knowledge of management of the Company, no proposed director:

- (a) is, or has been within ten years before the date of this Circular, a director or an executive officer of any company that, while the proposed director was acting in that capacity, or within a year of the proposed director ceasing to act in the 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 made a proposal under any legislation relating to bankruptcies or insolvency; or
- (b) has, within ten years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or been 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 individual.

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

No proposed director has been subject to:

- (a) any penalties or sanctions imposed by a court relating to securities legislation or by a Canadian securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or
- (b) any other penalties or sanctions imposed by a court or regulatory body that would be likely to be considered important to a reasonable investor making an investment decision.

**Management recommends that Shareholders vote FOR each of the nominees listed above as directors of the Company until the next annual meeting of Shareholders or until their successor is elected or appointed.** Unless instructed otherwise, the persons designated in the form of proxy and voting instruction form mailed to Shareholders by the Company intend to vote FOR the election of the nominees listed above. Management of the Company does not contemplate that any of such nominees will be unable to serve as directors; however, if for any reason any of the proposed nominees do not stand for election or are unable to serve as directors of the Company, proxies held by the persons designated in the form of proxy and voting instruction form mailed to Shareholders by the Company will be voted for another nominee in their discretion, unless the Shareholder has specified in such form of proxy or voting instruction form that their Subordinate Voting Shares are to be withheld from voting in the election of directors.

## **Reappointment of Auditor**

Shareholders will be asked to pass an ordinary resolution to reappoint KPMG LLP as auditors of the Company to hold office until the next annual meeting of Shareholders and to authorize the Board to fix their remuneration (the “**Auditor Reappointment Resolution**”). KPMG LLP was appointed as auditor of the Company in 2012 by the directors of the Company. To be effective, the Auditor Reappointment Resolution must be approved by at least a majority of the votes cast by Shareholders present virtually or represented by proxy and entitled to vote at the Meeting.

**Management recommends that Shareholders vote FOR the Auditor Reappointment Resolution.** Unless instructed otherwise, the persons designated in the form of proxy and voting instruction form mailed to Shareholders by the Company intend to vote FOR the Auditor Reappointment Resolution.

## **Approval of By-Law No. 4**

The Company has enacted by-law no. 4 (“**By-Law No. 4**”) to codify and incorporate by reference as a by-law of the Company the Investor Rights Agreement. Portions of the Investor Rights Agreement govern and regulate the business and affairs of the Company by, among other things, affecting the respective rights of the Principal Shareholders with respect to Board size changes, Board nomination and observer rights and registration rights.

The OBCA provides that unless the articles, by-laws or a unanimous shareholder agreement otherwise provide, directors of a corporation may, by resolution, make, amend or repeal any by-laws that regulate the business or affairs of the corporation. Accordingly, the Board enacted By-Law No. 4 by resolution passed on October 22, 2021. A by-law is effective from the date of the resolution of the directors enacting the by-law until it is confirmed, confirmed as amended or rejected by shareholders and, where the by-law is confirmed or confirmed as amended, it continues in effect in the form in which it was so confirmed.

The OBCA requires the directors of a corporation to submit a newly enacted by-law to the corporation’s shareholders at the next meeting of shareholders, and the shareholders may, by ordinary resolution, confirm, reject or amend the by-law. Accordingly, the resolution enacting By-Law No. 4 must be confirmed by a simple majority of the votes cast in respect thereof at the Meeting.

If the enactment of By-Law No. 4 is rejected by the Shareholders, By-Law No. 4 shall cease to be effective and no subsequent resolution of the directors to enact By-Law No. 4 (or another by-law having substantially the same purpose or effect) will be effective until By-Law No. 4 is confirmed or confirmed as amended by the Shareholders. Regardless of whether By-Law No. 4 is confirmed by Shareholders, the Investor Rights Agreement is valid and binding on the Company.

The full text of By-Law No. 4 and of the Investor Rights Agreement is available under our SEDAR profile at [www.sedar.com](http://www.sedar.com), and is also attached as Appendix “B”. A summary of certain provisions of the Investor Rights Agreement can be found under “*Statement of Corporate Governance – Board of Directors – Composition of the Board*” and “*Statement of Corporate Governance – Board of Directors – Nomination Rights under the Investor Rights Agreement*”.

At the Meeting, Shareholders will be asked to pass an ordinary resolution to ratify, confirm and approve By-Law No. 4 (the “**By-Law No. 4 Resolution**”). To be effective, the By-Law No. 4 Resolution must be approved by at least a majority of the votes cast by Shareholders present virtually or represented by proxy and entitled to vote at the Meeting.

**Management recommends that Shareholders vote FOR the By-Law No. 4 Resolution.** Unless instructed otherwise, the persons designated in the form of proxy and voting instruction form mailed to Shareholders by the Company intend to vote FOR the By-Law No. 4 Resolution.

## **Other Matters**

The management of the Company is not aware of any matter to come before the Meeting other than as set forth in the Notice of Meeting and this Circular. If any other matter properly comes before the Meeting, it is the intention of the

persons designated in the form of proxy and voting instruction form to vote the Shares represented thereby in accordance with their best judgement on such matter.

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

Other than as described herein, none of the directors or executive officers of the Company, nor any person who has held such a position since the beginning of the last completed financial year of the Company, nor any proposed nominee for election as a director of the Company, nor any associate or affiliate of the foregoing persons, has any substantial or material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted on at the Meeting, other than the election of directors.

Rob Laidlaw, the Chief Executive Officer and a director of the Company, Paul Rivett, Chair of the Board and a director of the Company, and Jesse Rasch, a former director of the Company, each may have a material interest in the outcome of the vote regarding the By-Law No. 4 Resolution, as the By-Law No. 4 Resolution concerns the approval of By-Law No. 4, which codifies and incorporates by reference as a by-law of the Company the Investor Rights Agreement to which entities beneficially owned and/or controlled by Mr. Laidlaw, Mr. Rivett, and Mr. Rasch are parties.

### **EXECUTIVE COMPENSATION**

#### **Named Executive Officers**

The following discussion describes the significant elements of the compensation of our “Named Executive Officers” or “NEOs” for Fiscal 2021, namely:

- Rob Laidlaw, Founder and Chief Executive Officer;
- Vincenzo Bellissimo, Chief Financial Officer;
- Chris Goodridge, President and Chief Operating Officer;
- Diane Yu, Chief Legal Officer and Corporate Secretary; and
- Brandon Seibel, Chief Technology Officer.

#### **Overview**

We operate in a dynamic and rapidly evolving market. To succeed in this environment and to achieve our business and financial objectives, we need to attract, retain and motivate a highly talented team of executive officers. We expect our team to possess and demonstrate strong leadership and management capabilities, as well as foster our culture, which is at the foundation of our success and remains a pivotal part of our everyday operations.

Our executive officer compensation program is designed to achieve the following objectives:

- provide compensation opportunities in order to attract and retain talented, high-performing and experienced executive officers, whose knowledge, skills and performance are critical to our success;
- motivate our executive officers to achieve our business and financial objectives;
- align the interests of our executive officers with those of our Shareholders by tying a meaningful portion of compensation directly to the long-term value and growth of our business; and
- provide incentives that encourage appropriate levels of risk-taking by our executive officers and provide a strong pay-for-performance relationship.

We evaluate our philosophy and compensation program as circumstances require and plan to continue to review compensation on an annual basis. As part of this review process, we are guided by our compensation philosophy and the objectives outlined above, as well as other factors which may become relevant, such as the cost to us if we were required to find a replacement for a key employee. We do not anticipate making significant changes in our compensation policies and practices in the year ending December 31, 2022 (“**Fiscal 2022**”).

The Board has established the Compensation Committee, which is composed of Malgosia Green, Cory Janssen and Michael Washinushi, all of whom are independent within the meaning of National Instrument 58-101 – *Disclosure of Corporate Governance Practices* (“**NI 58-101**”). Malgosia Green is Chair of the Compensation Committee.

The Board has adopted a written mandate for the Compensation Committee that establishes, *inter alia*, the Compensation Committee’s purpose and responsibilities with respect to executive compensation. See “*Statement of Corporate Governance – Committees of the Board – Compensation Committee*” for a description of the Compensation Committee’s mandate.

## **Compensation Discussion and Analysis**

### ***Compensation Objectives and Philosophy***

Our compensation practices are designed to retain, motivate and reward our executive officers for their performance and contribution to our short- and long-term success. The Board seeks to compensate executive officers by combining short-term and long-term cash and equity incentives. It also seeks to reward the achievement of corporate and individual performance objectives, and to align executive officers’ incentives with the Company’s performance. Our philosophy is to pay fair, reasonable and competitive compensation with a significant equity-based component in order to align the interest of the Company’s executive officers with those of its Shareholders.

### ***Compensation-Setting Process***

The Compensation Committee is responsible for overseeing our human resources, succession planning, and compensation policies, processes and practices. The Compensation Committee also ensures that compensation policies and practices provide an appropriate balance of risk and reward consistent with our risk profile. The Board has established a written charter for the Compensation Committee setting out its responsibilities for administering our compensation programs and reviewing and making recommendations to the Board concerning the level and nature of the compensation payable to our directors and executive officers. The Compensation Committee’s oversight includes setting objectives, evaluating performance, and ensuring that total compensation paid to our NEOs and various other key executive officers and key managers is fair, reasonable and consistent with the objectives of our philosophy and compensation program. See also “*Executive Compensation – Overview*”.

The Compensation Committee, in accordance with our compensation philosophy, periodically assesses the competitiveness of our compensation in order to make compensation-related decisions. As part of the executive compensation review and design process, the Compensation Committee has not established a peer group to benchmark compensation but may do so in the future. The Compensation Committee has not engaged an independent compensation consultant to evaluate our executive compensation program against market practice but may do so in the future.

In reviewing the Company’s compensation policies and practices each year, the Compensation Committee seeks to ensure the executive compensation program provides an appropriate balance of risk and reward consistent with the risk profile of the Company. The Compensation Committee also seeks to ensure the Company’s compensation practices do not encourage excessive risk-taking behaviour by the executive team. As of the date hereof, the Compensation Committee is not aware of any material risks arising from the Company’s current compensation policies or practices that would be reasonably likely to have a material adverse effect on the Company.

The compensation paid to our NEOs for Fiscal 2021 is summarized below under “*Executive Compensation – Summary Compensation Table*”. For further details of our Compensation Committee policies, practices and members, please see “*Statement of Corporate Governance – Committees of the Board – Compensation Committee*”.

## *Principal Elements of Compensation*

The compensation of our executive officers includes three major elements: (i) base salary in the form of cash and, in the case of our Chief Executive Officer, partially paid in restricted share unit (“**RSU**”) awards; (ii) short-term incentives, consisting of annual bonuses and equity-based incentives or, for certain employment categories, commission-based payments; and (iii) long-term incentives, consisting of equity-based awards and contingent cash bonuses. Equity-based incentives consist of awards under our Omnibus Incentive Plan.

### *Base Salaries*

Base salary is generally provided as a fixed source of compensation for our executive officers, other than as described below in respect of our Chief Executive Officer. Base salaries for executive officers are established based on the scope of their responsibilities, competencies and their prior relevant experience, taking into account compensation paid in the market for similar positions and the market demand for such executive officers. An executive officer’s base salary is determined by taking into consideration the executive officer’s total compensation package and the Company’s overall compensation philosophy.

On an annual basis, a portion of Mr. Laidlaw’s base salary is satisfied by an annual grant of 26,300 RSUs pursuant to the Omnibus Incentive Plan. Each grant of RSUs will vest at the end of the fiscal year in respect of which they were granted and will be settled in Subordinate Voting Shares issued from treasury for services rendered during such fiscal year. These RSU grants maximize available cash resources of the Company and align our Chief Executive Officer’s interest with that of our Shareholders through equity ownership.

Assessments of base salaries are conducted annually, and base salaries may be adjusted based on factors such as the executive officer’s success in meeting or exceeding individual objectives and an assessment of the competitiveness of the then current compensation. Additionally, base salaries can be adjusted as warranted throughout the year to reflect promotions or other changes in the scope or breadth of an executive officer’s role or responsibilities, as well as to maintain market competitiveness.

### *Short-Term Incentive Compensation*

Our NEOs and other executive officers are entitled to annual bonuses, short-term equity-based incentives or commission-based compensation, depending on employee function. Annual bonuses, short-term equity-based incentives and commission plans are designed to motivate our executive officers to meet our business and financial objectives generally and our annual financial performance targets in particular.

For Fiscal 2022, the NEOs, other than our Chief Executive Officer, are eligible to earn an annual bonus based on a target percentage of base salary. Each of these NEO’s bonus is either based on (i) the Company’s success in achieving its Adjusted EBITDA targets, or (ii) 50% on the NEO’s success in achieving personalized goals and objectives and 50% on the Company’s success in achieving its Adjusted EBITDA targets.

The Board maintains the discretion at all times to grant discretionary bonuses, short-term equity-based incentives or commissions, including in the context of acquisitions, and to consider, among other things, the NEO’s individual accomplishments and total compensation opportunity.

The Company will also use Adjusted EBITDA compound annual growth rate (“**CAGR**”) targets as performance metrics for our Chief Executive Officer. Mr. Laidlaw is granted 40,000 options annually pursuant to the Omnibus Incentive Plan to purchase an equivalent number of Subordinate Voting Shares. Each grant of such options vest following the end of each fiscal year in respect of which they were granted, subject to achieving the applicable Adjusted EBITDA CAGR targets, as provided for below, and are exercisable for Subordinate Voting Shares issued from treasury. The exercise price for any such options granted is equal to the market price of the Subordinate Voting Shares at the time of grant, in accordance with the Omnibus Incentive Plan.

The options described above only vest following the end of each fiscal year in respect of which they were granted in the event the Company meets or exceeds the Adjusted EBITDA CAGR targets for the fiscal year, as set forth below:

<u>Adjusted EBITDA CAGR Targets</u>	<u>Options Vested</u> (Cumulative)
15%	12,500
20%	12,500
25%	15,000

If any of the above Adjusted EBITDA CAGR targets are not met during the fiscal year, the options subject to those targets will expire. The vested options have a term of 10 years from the date of grant.

#### *Long-Term Incentive Compensation*

Long-term incentive awards, consisting of equity-based awards and contingent cash bonuses, are a variable element of compensation that allow us to incentivize and retain our executive officers for their sustained contributions to the Company. These incentive awards reward performance and continued employment by an executive officer, with associated benefits to us of attracting and retaining employees. We believe that long-term incentive awards provide executive officers with a strong link to long-term corporate performance and the creation of shareholder value. The Compensation Committee determines the grant size and terms of any additional long-term incentive awards to be recommended to the Board and may consider, among other things, the NEO's total compensation opportunity, the need to create a meaningful opportunity for reward predicated on the creation of long-term Shareholder value, individual accomplishments, adjustments to duties, the NEO's existing incentive award holdings (including the unvested portion of such awards), and the retention implications of existing grants and our incentive goals. We also believe that the use of cash bonuses with performance targets that apply to a longer horizon allows us to incentivize and retain our executive officers for their sustained contributions to the Company.

To incentivize and retain our executive officers, including our Chief Executive Officer, the Company has determined to use market capitalization as a performance metric to be assessed for the 30-month and 54-month periods following closing of the Company's IPO. The Board believes this metric aligns with the Company's medium to long-term growth strategy. The Company approved a contingent cash bonus and granted RSUs to Mr. Laidlaw upon closing of the IPO, as described below, and has made PSU (as defined below) grants to other members of management of the Company such that, in the event the Company reaches the market capitalization targets, (a) the RSUs/PSUs held by Mr. Laidlaw and other recipients of such grants (provided that they remain employed with the Company), as applicable, shall vest into Subordinate Voting Shares to be issued by the Company from treasury, in the case of Mr. Laidlaw, and into Subordinate Voting Shares to be purchased by the Company from the open market and/or their cash equivalent, in the case of other members of management of the Company, and (b) the contingent cash bonus shall be payable to Mr. Laidlaw, as further outlined below. Subject to approval by the TSX and any other required regulatory approval, the Compensation Committee may in its discretion, acting reasonably and in good faith, consider vesting a portion of the RSUs/PSUs described below or paying a portion of the cash bonus, in the event the market capitalization targets are substantially achieved.

#### First 30 months following completion of the IPO

<u>Name and Principal Position</u>	<u>Market Capitalization Target</u> <sup>(1)</sup>	<u>Value of RSUs/PSUs</u>	<u>% of outstanding equity of Company on vesting of RSUs/PSUs</u>	<u>Cash Bonus</u>
<b>Rob Laidlaw</b> Founder and Chief Executive Officer	C\$1,000,000,000	C\$40,000,000	4.0%	C\$10,000,000
<b>Vincenzo Bellissimo</b> Chief Financial Officer	C\$1,000,000,000	C\$2,750,000	0.275%	-
<b>Chris Goodridge</b> President and Chief Operating Officer	C\$1,000,000,000	C\$2,750,000	0.275%	-

<b>Diane Yu</b> Chief Legal Officer and Corporate Secretary	C\$1,000,000,000	C\$2,750,000	0.275%	-
<b>Brandon Seibel</b> Chief Technology Officer	C\$1,000,000,000	C\$2,750,000	0.275%	-

- (1) Market capitalization is the product obtained by multiplying the 90 day volume weighted average price (“VWAP”) of the Subordinate Voting Shares at the relevant time by the total number of equity securities of the Company outstanding at such time (including, for greater certainty, the Multiple Voting Shares). Upon the consummation of one transaction or a series of transactions involving the issuance or repurchase of equity securities of the Company (other than any issuance of Subordinate Voting Shares upon exercise of outstanding options and other equity-based awards) or the payment of an extraordinary dividend or other distribution in cash or securities, the market capitalization target will be adjusted up or down to offset the impact of such transaction(s) to the extent it could be considered material to the achievement of the target. For greater clarity, for one transaction or a series of transactions to be considered to have a material impact, there must be more than a 10% cumulative change in the case of (i) below, to the 10-day VWAP of the Subordinate Voting Shares immediately following the payment, and in the cases of (ii) and (iii) below, to the total number of outstanding equity securities of the Company immediately following the closing of the IPO, in which case, as determined by the Board: (i) in the case of the payment of an extraordinary dividend or other distribution by the Company, the market capitalization target will be adjusted down by the percentage change in the trading price of the Subordinate Voting Shares measured by comparing the 10 day VWAP of the Subordinate Voting Shares for the 10 days preceding the payment and the 10 days following the payment, less 10%; (ii) in the case of a share issuance by the Company, the market capitalization target will be adjusted up by an amount equal to the percentage of the increase in the total number of equity securities of the Company outstanding following such share issuance, less 10%; or (iii) in the case of a share repurchase by the Company, the market capitalization target will be adjusted down by an amount equal to the percentage of the decrease in the total number of equity securities of the Company outstanding following such share repurchase, less 10%.

In the event that the Company’s market capitalization reaches C\$1 billion within the first 30 months following the closing of the IPO, (a) the number of RSUs/PSUs granted to the NEOs referred to above shall immediately vest, provided they remain employed with the Company, resulting in such NEOs receiving the percentages indicated above of the then outstanding equity of the Company in the form of Subordinate Voting Shares (or the cash equivalent), and (b) the cash bonus shall be payable to Mr. Laidlaw. The number of RSUs/PSUs will be determined by dividing the value of the RSUs/PSUs to which each NEO is entitled, as indicated above, by the 90 day VWAP of the Subordinate Voting Shares at the time of vesting. In the event the RSUs granted to Mr. Laidlaw referred to above vest, the Subordinate Voting Shares underlying such RSUs will be subject to a six-month contractual lock-up agreement, in a form approved by the Board.

If the above market capitalization target is not met within the first 30 months following the closing of the IPO, the RSUs/PSUs subject to that target will expire, and the cash bonus to Mr. Laidlaw will not be payable and will be cancelled.

First 54 months following completion of the IPO

<u>Market Capitalization Target</u> <sup>(1)</sup>	<u>Value of RSUs to Chief Executive Officer</u>	<u>% of outstanding equity of Company on vesting of RSUs</u>
C\$1,000,000,000	C\$10,000,000	1.0%

In the event that the Company’s market capitalization fails to reach C\$1 billion within the first 30 months following the closing of the IPO, but reaches it within the first 54 months following the closing of the IPO, the number of RSUs granted to Mr. Laidlaw referred to above shall immediately vest, provided he remains employed with the Company, resulting in him receiving 1% of the then outstanding equity of the Company in the form of Subordinate Voting Shares. This number of RSUs will be determined by dividing C\$10 million by the 90 day VWAP of the Subordinate Voting Shares at the time of vesting.

For greater certainty, the foregoing grant would not be in addition to achieving the target within the first 30 months. If the above market capitalization target is not met within the first 54 months following closing of the IPO, the RSUs subject to that target will expire.

See “Executive Compensation – Employment Agreements, Termination and Change of Control Benefits” for details concerning RSU entitlements on termination.

## Benefits and Perquisites

The Company offers certain benefits to its employees, including its NEOs. The benefits can include coverage for, among other things, health, life and disability insurance by means of group insurance plans. Some benefits increase in proportion with salary and scope of responsibilities.

We do not have any defined benefit or defined contribution pension plans in place which provide for payments or benefits at, following, or in connection with retirement.

## Summary Compensation Table

The following table provides a summary of the compensation earned by, paid to, or awarded to the NEOs for Fiscal 2021:

Name and Principal Position	Salary (U.S.\$) <sup>(1)(2)</sup>	Share-based awards (U.S.\$)	Option-based awards (U.S.\$)	Non-equity incentive plan compensation		Pension value (U.S.\$)	All other compensation (U.S.\$) <sup>(4)</sup>	Total compensation (U.S.\$)
				Annual incentive plan (U.S.\$) <sup>(3)</sup>	Long-term incentive plans <sup>(3)</sup>			
<b>Rob Laidlaw</b> Founder and Chief Executive Officer	208,863	461,588 <sup>(5)</sup>	-( <sup>6</sup> )	-	-	-	-	670,451
<b>Vincenzo Bellissimo</b> Chief Financial Officer	105,458	63,662	-	26,364	-	-	-	195,484
<b>Chris Goodridge</b> President and Chief Operating Officer	166,624	77,304	-	124,968	-	-	-	368,896
<b>Diane Yu</b> Chief Legal Officer and Corporate Secretary	122,616	63,662	-	50,620	-	-	-	236,898
<b>Brandon Seibel</b> Chief Technology Officer	119,469	154,607	-	42,183	-	-	-	316,259

- (1) Represents annual base salary paid for Fiscal 2021, prorated for the period from June 21, 2021 (the date of the IPO) to December 31, 2021.
- (2) Base salaries, share based awards and annual incentive plan awards are paid to our NEOs in both Canadian and U.S. dollars. Salaries paid in Canadian dollars have been converted for the above table at the average rate of exchange for conversion of U.S. dollars into Canadian dollars during Fiscal 2021, as posted by the Bank of Canada, which was U.S.\$1.00 equals C\$1.2535 (the “**Exchange Rate**”).
- (3) Consists of performance bonuses earned in Fiscal 2021 prorated for the period from June 21, 2021 (the date of the IPO) to December 31, 2021. Bonuses earned in each fiscal year are paid in the subsequent fiscal year. See “*Executive Compensation – Compensation Discussion and Analysis*”.
- (4) None of the Company’s NEOs are entitled to perquisites or other personal benefits which, in the aggregate, are worth over \$50,000 or over 10% of their base salary.
- (5) Upon closing of the IPO, Mr. Laidlaw was granted 26,300 RSUs, which formed part of his annual base salary. See “*Executive Compensation – Compensation Discussion and Analysis – Principal Elements of Compensation – Base Salaries*” for further details. The amount shown represents the grant date fair value of such RSUs, based on the price at which Subordinate Voting Shares were sold in the IPO (the “**IPO Offering Price**”). Converted into U.S. dollars using the Exchange Rate.

- (6) Upon closing of the IPO, Mr. Laidlaw was granted 40,000 options exercisable to purchase an equivalent number of Subordinate Voting Shares pursuant to the Omnibus Incentive Plan, which options were to vest following the end of Fiscal 2021, subject to achieving the applicable Adjusted EBITDA CAGR targets. As the Adjusted EBITDA CAGR targets were not met during Fiscal 2021, the 40,000 options granted to Mr. Laidlaw upon closing of the IPO expired on December 31, 2021.

## Incentive Plan Awards

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

The following table provides details regarding the outstanding option-based and share-based awards held by the NEOs as of December 31, 2021:

Name and Principal Position	Option-based Awards			Value of unexercised in-the-money options (U.S.\$) <sup>(2)</sup>	Share-based Awards		
	Number of Subordinate Voting Shares underlying unexercised options <sup>(1)</sup>	Option exercise price (U.S.\$)	Option expiration date		Number of Shares that have not vested	Market or payout value of share-based awards that have not vested (U.S.\$) <sup>(3)</sup>	Market or payout value of vested share-based awards not paid out or distributed (U.S.\$)
<b>Rob Laidlaw</b> Founder and Chief Executive Officer	Nil	-	-	-	Up to a maximum of 4.0% of equity securities outstanding at time of vesting <sup>(4)</sup> 26,300 Subordinate Voting Shares <sup>(5)</sup>	Up to 31,910,650.18 <sup>(4)</sup> 640,347.83 <sup>(5)</sup>	-
<b>Vincenzo Bellissimo</b> Chief Financial Officer	50,000 25,000	27.0824 15.6267	Nov 30, 2027 Nov 30, 2030	221,580	Up to a maximum of 0.275% of equity securities outstanding at time of vesting <sup>(6)</sup> 3,500 Subordinate Voting Shares <sup>(7)</sup>	Up to 2,193,857.20 <sup>(6)</sup> 85,217.39 <sup>(7)</sup>	-
<b>Chris Goodridge</b> President and Chief Operating Officer	200,000 75,000	23.1776 15.6267	Jan 31, 2029 Nov 30, 2030	942,361	Up to a maximum of 0.275% of equity securities outstanding at time of vesting <sup>(6)</sup> 4,250 Subordinate Voting Shares <sup>(7)</sup>	Up to 2,193,857.20 <sup>(6)</sup> 103,478.26 <sup>(7)</sup>	-

Name and Principal Position	Option-based Awards				Share-based Awards		
	Number of Subordinate Voting Shares underlying unexercised options <sup>(1)</sup>	Option exercise price (U.S.\$)	Option expiration date	Value of unexercised in-the-money options (U.S.\$) <sup>(2)</sup>	Number of Shares that have not vested	Market or payout value of share-based awards that have not vested (U.S.\$) <sup>(3)</sup>	Market or payout value of vested share-based awards not paid out or distributed (U.S.\$)
<b>Diane Yu</b> Chief Legal Officer and Corporate Secretary	50,000 25,000 25,000	20.2053 27.0824 15.6267	Apr 11, 2026 Jan 1, 2028 Nov 30, 2030	438,173	Up to a maximum of 0.275% of equity securities outstanding at time of vesting <sup>(6)</sup> 3,500 Subordinate Voting Shares <sup>(7)</sup>	Up to 2,193,857.20 <sup>(6)</sup> 85,217.39 <sup>(7)</sup>	-
<b>Brandon Seibel</b> Chief Technology Officer	10,000 25,000	23.1776 15.6267	Jul 1, 2027 Nov 30, 2030	235,461	Up to a maximum of 0.275% of equity securities outstanding at time of vesting <sup>(6)</sup> 8,500 Subordinate Voting Shares <sup>(7)</sup>	Up to 2,193,857.20 <sup>(6)</sup> 206,956.52 <sup>(7)</sup>	-

- (1) Options granted under the option plan established by the Company on November 21, 2012 (which has been amended from time to time to, among other things, increase the size of the option pool) (the “**Legacy ESOP**”), each of which is exercisable for one Subordinate Voting Share. For a description of the terms of the options granted under the Legacy ESOP, see “*Equity Incentive Plans – Legacy ESOP*”.
- (2) Amounts shown represent the difference between the closing price of the Subordinate Voting Shares on the TSX of C\$30.52 on December 31, 2021 and the option exercise price. Converted into U.S. dollars using the Exchange Rate.
- (3) Based on the closing price of C\$30.52 for our Subordinate Voting Shares on the TSX on December 31, 2021. Converted to U.S. dollars using the Exchange Rate.
- (4) Upon closing of the IPO, Mr. Laidlaw was granted RSUs that will vest into Subordinate Voting Shares having a total value of C\$40,000,000 upon the achievement of a market capitalization goal. See “*Executive Compensation – Compensation Discussion and Analysis – Principal Elements of Compensation – Long-Term Incentive Compensation*” for further details. Converted into U.S. dollars using the Exchange Rate.
- (5) Upon closing of the IPO, Mr. Laidlaw was granted 26,300 RSUs, which formed part of his annual base salary. See “*Executive Compensation – Compensation Discussion and Analysis – Principal Elements of Compensation – Base Salaries*” for further details.
- (6) Represents the grant of PSUs that will vest into Subordinate Voting Shares having a total value of C\$2,750,000 upon the achievement of a market capitalization goal. See “*Executive Compensation – Compensation Discussion and Analysis – Principal Elements of Compensation – Long-Term Incentive Compensation*” for further details. Converted into U.S. dollars using the Exchange Rate.
- (7) Represents the grant of RSUs that will vest into Subordinate Voting Shares, which forms part of the NEO’s long-term incentive compensation. See “*Executive Compensation – Compensation Discussion and Analysis – Principal Elements of Compensation – Long-Term Incentive Compensation*” for further details.

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

The following table indicates, for each of our NEOs, the value of the option-based and share-based awards vested in accordance with their terms during Fiscal 2021:

<b>Name and Principal Position</b>	<b>Option-based Awards – Value Vested During the Year (U.S.\$)<sup>(1)</sup></b>	<b>Share-based Awards – Value Vested During the Year (U.S.\$)<sup>(1)</sup></b>	<b>Non-Equity Incentive Plan Compensation – Value Expected to be Earned During the Year (U.S.\$)<sup>(2)</sup></b>
<b>Rob Laidlaw</b> Founder and Chief Executive Officer	-	461,558 <sup>(3)</sup>	-(4)
<b>Vincenzo Bellissimo</b> Chief Financial Officer	260,243	-	26,364
<b>Chris Goodridge</b> President and Chief Operating Officer	795,257	-	166,518
<b>Diane Yu</b> Chief Legal Officer and Corporate Secretary	183,151	-	50,620
<b>Brandon Seibel</b> Chief Technology Officer	117,097	-	42,183

- (1) Based on the IPO Offering Price and converted to U.S. dollars using the Exchange Rate.
- (2) Represents amounts earned pursuant to each NEO’s bonus entitlement, prorated for the period from June 21, 2021 (the date of the IPO) to December 31, 2021, which amounts will be paid in cash in 2022. Converted to U.S. dollars using the Exchange Rate.
- (3) Upon closing of the IPO, Mr. Laidlaw was granted 26,300 RSUs, which formed part of his annual base salary. See “*Executive Compensation – Compensation Discussion and Analysis – Principal Elements of Compensation – Base Salaries*” for further details. The amount shown is based on the IPO Offering Price and converted to U.S. dollars using the Exchange Rate. The amount shown assumes that the market capitalization target is not achieved in Fiscal 2021. See “*Executive Compensation – Compensation Discussion and Analysis – Principal Elements of Compensation – Long-Term Incentive Compensation*”.
- (4) This assumes that the market capitalization target is not achieved in Fiscal 2021. See “*Executive Compensation – Compensation Discussion and Analysis – Principal Elements of Compensation – Long-Term Incentive Compensation*”.

### **Employment Agreements, Termination and Change of Control Benefits**

We have written employment agreements with each of our NEOs, and each executive is entitled to receive compensation established by us, as well as other benefits in accordance with plans available to most employees. Our employment agreements with each of our NEOs provide for, among other things, (i) entitlements to a severance package in connection with termination of their employment without cause or as a result of disability; (ii) entitlements to certain benefits in connection with termination of their employment without cause or as a result of disability under certain circumstances; (iii) entitlements to an enhanced severance package if an NEO is terminated or resigns for good reason within 12 months of a change of control of the Company; and (iv) in the case of our Chief Executive Officer and President and Chief Operating Officer, entitlements to certain benefits in connection with the termination of their employment in the event of death, in each case, as outlined below.

Payment of termination benefits beyond statutory minimums is subject to, among other things, the NEO executing a full and satisfactory release in favour of the Company (or any successor entity following a change of control of the Company).

The table below shows the entitlements that would be awarded to our NEOs upon the occurrence of certain events. The entitlements for the NEOs other than Rob Laidlaw (the “**non-CEO NEOs**”) are shown as a group. See also “*Executive Compensation – Compensation Discussion and Analysis – Principal Elements of Compensation*”.

NEO	Payments, Payables and Benefits
<b>Rob Laidlaw, Founder and Chief Executive Officer</b>	

Termination without Change in Control	Mr. Laidlaw’s employment agreement prohibits the Company from terminating Mr. Laidlaw’s employment without cause in the five (5) years following the closing of the IPO (the “ <b>Protected Employment Period</b> ”).
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**Without Cause:**

If, following the Protected Employment Period, Mr. Laidlaw’s employment is terminated without cause, he is entitled to receive the following compensation from the Company: payment of \$500,000, pro-rated to the termination date, in lieu of the unvested equity portion of his annual base salary; a payment representing 24 months of the cash portion of his base salary in lieu of notice; a payment of \$1,000,000 in lieu of the equity portion of his annual base salary over his 24 month notice period; the continuation of certain benefits for his 24 month notice period; a cash payment in lieu of unvested options (conditional on compliance with employment terms that survive termination of employment) equal to the product of (i) the aggregate value of the vested “in-the-money” portion of the option awards granted to Mr. Laidlaw in each of the last two completed fiscal years immediately prior to Mr. Laidlaw’s termination of employment, divided by two (the “**Average Annual Bonus Value**”<sup>(2)</sup>), and (ii) the number of months of Mr. Laidlaw’s active employment before the termination date divided by 12; and payment of an additional 24 months’ bonus (conditional on compliance with employment terms that survive termination of employment) based on the Average Annual Bonus Value.

The Board may determine that a portion of any PSUs, RSUs and/or DSUs granted to Mr. Laidlaw under the Omnibus Incentive Plan that have not vested as of the date of termination will immediately vest and be settled. Any options granted to Mr. Laidlaw that have not vested as of the date of termination will be forfeited, and any options that have vested as of the date of termination will remain exercisable until the earlier of 90 days after the date of termination and the expiry of such options, after which time all options will expire.

If Mr. Laidlaw’s employment is terminated without cause following the Protected Employment Period, he would be entitled to an estimated severance payment of \$2,290,000 plus the value of his option-based entitlements calculated using the Average Annual Bonus Value.<sup>(1)</sup>

Mr. Laidlaw is also entitled to accrued but unpaid cash-based salary payments and vacation or other compensation earned up to the termination date.

**Due to Death or Disability:**

If Mr. Laidlaw’s employment is terminated by reason of death or disability, he is entitled to receive a cash payment in lieu of unvested options equal to the product of (i) the Average Annual Bonus Value, and (ii) the number of months of Mr. Laidlaw’s active employment before the termination date divided by 12. Additionally, Mr. Laidlaw is entitled to accrued but unpaid cash-based salary payments and vacation or other compensation earned up to the termination date. Mr. Laidlaw is also entitled to a payment of \$500,000, pro-rated to the termination date, in lieu of the unvested equity portion of his annual base salary.

The Board may determine that a portion of all PSUs, RSUs and/or DSUs granted to Mr. Laidlaw that have not vested as of the date of termination will immediately vest and be settled. Any options granted to Mr. Laidlaw pursuant to the Omnibus Incentive Plan that have not vested as of the date of termination will continue to vest in accordance with the terms of the Omnibus Incentive Plan and the applicable grant agreement for a period of up to two years,

subject to the underlying options' expiry date, and any options that have vested as of the date of termination will remain exercisable until the earlier of two years after the date of termination and the expiry of such options, after which time all options will expire.

If Mr. Laidlaw's employment is terminated due to disability, he is also entitled to receive 12 months of the cash portion of his annual base salary as well as \$500,000 in lieu of the unvested equity portion of his annual base salary. If Mr. Laidlaw's employment is terminated by reason of disability, he would be entitled to an estimated severance payment of \$1,395,000 plus the value of his option-based entitlements calculated using the Average Annual Bonus Value.<sup>(1)</sup>

**With Cause:**

If Mr. Laidlaw's employment is terminated with cause, he will not be entitled to any severance pay, notice or compensation in lieu of notice, nor to any payments or benefits following the termination date. Any awards granted to Mr. Laidlaw under the Omnibus Incentive Plan that have not vested as of the date of termination will terminate automatically and become void immediately. He will however be entitled to payment of his accrued but unpaid cash-based salary payments and vacation or other compensation earned up to the termination date. Additionally, Mr. Laidlaw will be entitled to a payment of \$500,000, pro-rated to the termination date, in lieu of the unvested equity portion of his annual base salary. Mr. Laidlaw's employment agreement will generally be governed by Cayman Islands law, however the meaning of "cause" will be governed by Ontario law.

Any of the aforementioned payments to Mr. Laidlaw that exceed his minimum entitlements, if any, under applicable employment standards legislation, are conditional upon his execution of a release of claims in favour of the Company (or any successor entity). All termination benefits payable to Mr. Laidlaw in the event of termination without a change of control (whether with or without cause and including in the case of death or disability) are payable as a lump sum within 30 business days of Mr. Laidlaw executing a release of claims in favour of the Company (or any successor entity), except for the cash payment in lieu of unvested options, which is payable at the time when the options granted in connection with the short-term incentive plan would have normally vested.

Mr. Laidlaw's employment agreement also contains non-competition and non-solicitation covenants which are in effect during the period of his employment and for 12 months thereafter.

Notwithstanding the termination of his employment, Mr. Laidlaw is entitled to retain his Board and/or committee memberships so long as he remains RDL Ventures' nominee to the Board.

Termination upon  
a Change in  
Control

**Without Cause:**

If Mr. Laidlaw is terminated without cause or he resigns for good reason within 12 months following a change of control, he is entitled to receive the following compensation from the Company: a severance payment representing 30 months of the cash portion of his base salary; a payment of \$1,250,000 in lieu of the equity portion of his annual base salary over his 30 month notice period; a cash payment in lieu of unvested options (conditional on compliance with employment terms that survive termination of employment) equal to the product of (i) the Average Annual Bonus Value, and (ii) the number of months of Mr. Laidlaw's active employment before the termination date divided by 12; payment of an additional 30 months' bonus (conditional on compliance with employment terms that survive termination of employment) based on the Average Annual Bonus Value; and the continuation of certain benefits for the duration of his 30 month notice period.

The Board may determine that a portion of any PSUs, RSUs and/or DSUs granted to Mr. Laidlaw under the Omnibus Incentive Plan that have not vested as of the date of termination will immediately vest and be settled. Any options granted to Mr. Laidlaw that have not vested as of the date of termination will be forfeited, and any options that have vested as of the date of termination will remain exercisable until the earlier of 90 days after the date of termination and the expiry of such options, after which time all options will expire.

Mr. Laidlaw is also entitled to accrued but unpaid cash-based salary payments and vacation or other compensation earned up to the termination date. Additionally, Mr. Laidlaw is entitled to a payment of \$500,000, pro-rated to the termination date, in lieu of the unvested equity portion of his annual base salary.

If Mr. Laidlaw is terminated without cause or he resigns for good reason within 12 months following a change of control, he would be entitled to an estimated severance payment of \$2,737,500 plus the value of his option-based entitlements calculated using the Average Annual Bonus Value.<sup>(1)</sup>

Any of the aforementioned payments to Mr. Laidlaw that exceed his minimum entitlements, if any, under applicable employment standards legislation, are conditional upon his execution of a release of claims in favour of the Company (or any successor entity). Provided such release is executed, all termination benefits payable to Mr. Laidlaw in the event of a termination upon a change of control are payable as a lump sum within 30 business days following Mr. Laidlaw's involuntary termination or resignation for good reason.

**With Cause:**

If Mr. Laidlaw's employment is terminated for reasons and/or in circumstances other than those described above, he will have no additional entitlements upon termination beyond the baseline entitlements described in the "*Executive Compensation – Employment Agreements, Termination and Change of Control Benefits – Termination without Change in Control*" section above.

Notwithstanding the termination of his employment, Mr. Laidlaw is entitled to retain his Board and/or committee memberships so long as he remains RDL Ventures' nominee to the Board.

**Vincenzo Bellissimo, Chief Financial Officer; Chris Goodridge, President and Chief Operating Officer; Diane Yu, Chief Legal Officer and Corporate Secretary; Brandon Seibel, Chief Technology Officer**

Termination  
without Change in  
Control

**Without Cause:**

If a non-CEO NEO's employment is terminated without cause, they are entitled to receive the following compensation from the Company: 18 months of notice or base salary in lieu of notice, payable within 30 business days of the date on which the non-CEO NEO executes a release of claims in favour of the Company (or a successor entity); the continuation of certain benefits for their 18 month notice period; payment of the portion of their bonus award earned up to the termination date (conditional on compliance with employment terms that survive termination of employment), payable at the time when bonuses are normally paid; and payment of an additional 18 months' bonus (conditional on compliance with employment terms that survive termination of employment), to be based on the non-CEO NEO's average annual bonus payment over the preceding two (2) years (or, if the non-CEO NEO has not participated in their current bonus plan for two (2) full bonus/calendar years as of the termination date, 80% of the non-CEO NEO's target annual bonus in the applicable year), payable within 30 business days of the date on which the non-CEO NEO executes a release of claims in favour of the Company (or a successor entity).

All non-CEO NEOs are also entitled to accrued but unpaid base salary and vacation or other compensation earned up to the termination date. All RSUs/PSUs granted to a non-CEO NEO will be deemed to vest monthly from the grant date for each completed month of employment on a pro-rated basis up to the date of termination, provided one full year has elapsed between the applicable grant date and the termination date. Any options granted to a non-CEO NEO that have not vested as of the date of termination will be forfeited, and any options that have vested as of the date of termination will remain exercisable until the earlier of 90 days after the date of termination and the expiry of such options, after which time all options will expire.

If Mr. Bellissimo's employment is terminated without cause, he would be entitled to an estimated severance payment equal to \$408,855.21.<sup>(3)</sup>

If Mr. Goodridge's employment is terminated without cause, he would be entitled to an estimated severance payment equal to \$992,620.66.<sup>(3)</sup>

If Ms. Yu's employment is terminated without cause, she would be entitled to an estimated severance payment equal to \$522,138.01.<sup>(3)</sup>

If Mr. Seibel's employment is terminated without cause, he would be entitled to an estimated severance payment equal to \$484,164.34.<sup>(3)</sup>

**Due to Disability:**

If a non-CEO NEO's employment is terminated due to disability, they are entitled to receive 12 months of base salary in lieu of notice. Non-CEO NEOs are also entitled to accrued but unpaid base salary and vacation or other compensation earned up to the termination date. All RSUs/PSUs granted to a non-CEO NEO will be deemed to vest monthly from the grant date for each completed month of employment on a pro-rated basis up to the date of termination, provided one full year has elapsed between the applicable grant date and the termination date. Any options granted to a non-CEO NEO pursuant to the Omnibus Incentive Plan that have not vested as of the date of termination will continue to vest in accordance with the terms of the Omnibus Incentive Plan and the applicable grant agreement for a period of up to two years, subject to the underlying options' expiry date, and any options that have vested as of the date of termination will remain exercisable until the earlier of two years after the date of termination and the expiry of such options, after which time all options will expire. Mr. Goodridge is additionally entitled to receive a pro-rated bonus for the year, payable at the time when bonuses are normally paid.

If Mr. Bellissimo's employment is terminated due to disability, he would be entitled to an estimated severance payment of \$199,441.56.

If Mr. Goodridge's employment is terminated due to disability, he would be entitled to an estimated severance payment of \$551,455.92.<sup>(6)</sup>

If Ms. Yu's employment is terminated due to disability, she would be entitled to an estimated severance payment of \$219,385.72.

If Mr. Seibel's employment is terminated due to disability, he would be entitled to an estimated severance payment of \$203,430.39.

**Due to Death:**

If a non-CEO NEO's employment is terminated due to death, all RSUs/PSUs granted to such non-CEO NEO will be deemed to vest monthly from the grant date for each completed month of employment on a pro-rated basis up to the date of termination, provided one full year has

elapsed between the applicable grant date and the termination date. Any options granted to a non-CEO NEO pursuant to the Omnibus Incentive Plan that have not vested as of the date of termination will continue to vest in accordance with the terms of the Omnibus Incentive Plan and the applicable grant agreement for a period of up to two years, subject to the underlying options' expiry date, and any options that have vested as of the date of termination will remain exercisable until the earlier of two years after the date of termination and the expiry of such options, after which time all options will expire.

If Mr. Goodridge's employment is terminated due to his death, his estate is entitled to receive a pro-rated bonus for that year, payable at the time when bonuses are normally paid. Mr. Goodridge's estate is also entitled to any amounts which may be due and remaining unpaid at the time of termination.

If Mr. Goodridge's employment is terminated by reason of death, he would be entitled to an estimated severance payment of \$236,338.25.<sup>(5)</sup>

Any of the aforementioned payments to a non-CEO NEO that exceed their minimum entitlements, if any, under the *Employment Standards Act* ("**ESA**"), are conditional upon their execution of a release of claims in favour of the Company (or any successor entity).

**With Cause:**

If a non-CEO NEO's employment is terminated with cause, they will not be entitled to any severance pay, notice or compensation in lieu of notice, nor to any payments or benefits following the termination date. Any awards granted to the non-CEO NEO that have not vested as of the date of termination will terminate automatically and become void immediately. They will however be entitled to payment of their accrued but unpaid base salary and vacation or other compensation earned up to the termination date.

The employment agreements for the non-CEO NEOs also contain non-competition and non-solicitation covenants which are in effect during the period of their employment and for 12 months thereafter.

Termination upon  
a Change in  
Control

**Without Cause:**

If a non-CEO NEO is terminated without cause or they resign for good reason within 12 months following a change of control, they are entitled to receive the following compensation from the Company: a severance payment representing 24 months of their base salary; payment of the portion of their bonus award earned up to the termination date (conditional on compliance with employment terms that survive termination of employment); payment of an additional 24 months' bonus (conditional on compliance with employment terms that survive termination of employment), to be based on the non-CEO NEO's average annual bonus payment over the preceding two (2) years (or, if the non-CEO NEO has not participated in their current bonus plan for two (2) full bonus/calendar years as of the termination date, 80% of the non-CEO NEO's target annual bonus in the applicable year); early acceleration and payment of all vested and unvested awards and options granted to the non-CEO NEO in accordance with the Legacy ESOP; and the continuation of certain benefits for the duration of their 24 month notice period.

Non-CEO NEOs are also entitled to accrued but unpaid base salary and vacation or other compensation earned up to the termination date. All RSUs/PSUs granted to a non-CEO NEO will be deemed to vest monthly from the grant date for each completed month of employment on a pro-rated basis up to the date of termination, provided one full year has elapsed between the applicable grant date and the termination date. Any options granted to a non-CEO NEO that have not vested as of the date of termination will be forfeited, and any options that have

vested as of the date of termination will remain exercisable until the earlier of 90 days after the date of termination and the expiry of such options, after which time all options will expire.

If Mr. Bellissimo is terminated without cause or he resigns for good reason within 12 months following a change of control, he would be entitled to an estimated severance payment of \$750,164.14.<sup>(4)</sup>

If Mr. Goodridge is terminated without cause or he resigns for good reason within 12 months following a change of control, he would be entitled to an estimated severance payment of \$2,186,583.80.<sup>(4)</sup>

If Ms. Yu is terminated without cause or she resigns for good reason within 12 months following a change of control, she would be entitled to an estimated severance payment of \$1,105,050.59.<sup>(4)</sup>

If Mr. Seibel is terminated without cause or he resigns for good reason within 12 months following a change of control, he would be entitled to an estimated severance payment of \$853,919.40.<sup>(4)</sup>

Any of the aforementioned payments to the non-CEO NEO that exceed their minimum entitlements, if any, under the *ESA*, are conditional upon their execution of a release of claims in favour of the Company (or any successor entity). Provided such release is executed, all termination benefits payable to the non-CEO NEO in the event of a termination upon a change of control are payable as a lump sum within 30 business days following the non-CEO NEO's involuntary termination or resignation for good reason.

**With Cause:**

If a non-CEO NEO's employment is terminated for reasons and/or in circumstances other than those described above, they will have no additional entitlements upon termination beyond the baseline entitlements described in the "*Executive Compensation – Employment Agreements, Termination and Change of Control Benefits – Termination without Change in Control*" section above.

- (1) Severance payment estimated based on the base salary paid to Mr. Laidlaw in Fiscal 2021. The value of option-based entitlements calculated using the Average Annual Bonus Value cannot be estimated in advance, as the Average Annual Bonus Value will depend entirely on the strike price of future options granted to Mr. Laidlaw. Severance payments are reported above in U.S. dollars.
- (2) The value of option-based entitlements calculated using the Average Annual Bonus Value cannot be estimated in advance, as the Average Annual Bonus Value will depend entirely on the strike price of future options granted to Mr. Laidlaw. Severance payment is reported above in U.S. dollars.
- (3) Severance payment estimated based on the base salary and annual incentive compensation paid to the non-CEO NEO in Fiscal 2021 and assumes (i) that the non-CEO NEO will be provided with payment in lieu of notice, (ii) achievement of 100% of target annual short-term incentive bonus for the year in which termination occurs, and (iii) that the non-CEO NEO's additional bonus would be based on an annual bonus amount equivalent to the average of the non-CEO NEO's annual short-term incentive bonuses for the two full calendar years preceding the termination of the non-CEO NEO's employment, assuming achievement of 100% of the non-CEO NEO's current annual short-term incentive bonus in each such preceding year.
- (4) Severance payment estimated based on the base salary and annual incentive compensation paid to the non-CEO NEO in Fiscal 2021 and assumes (i) achievement of 100% of target annual short-term incentive bonus for the year in which termination occurs, and (ii) that the non-CEO NEO's additional bonus would be based on an annual bonus amount equivalent to the average of the non-CEO NEO's annual short-term incentive bonuses for the two full calendar years preceding the termination of the non-CEO NEO's employment, assuming achievement of 100% of the non-CEO NEO's current annual short-term incentive bonus in each such preceding year. Severance payments are reported above in U.S. dollars using the Exchange Rate.
- (5) Severance payment estimate assumes achievement of 100% of target annual short-term incentive bonus for the year in which termination occurs. Severance payment is reported above in U.S. dollars using the Exchange Rate.
- (6) Severance payment estimated based on the base salary and annual incentive compensation paid to the non-CEO NEO in Fiscal 2021, and assumes achievement of 100% of target annual short-term incentive bonus for the year in which termination occurs. Severance payment is reported above in U.S. dollars using the Exchange Rate.

## DIRECTOR COMPENSATION

### Overview

Our directors' compensation program is designed to attract and retain the most qualified individuals to serve on the Board. The Board, through the Compensation Committee, is responsible for reviewing and approving any changes to the directors' compensation arrangements. In consideration for serving on the Board, each director who is not an employee is paid an annual retainer, in accordance with the table below, and is reimbursed for his or her reasonable out-of-pocket expenses incurred while serving as directors. Our directors' compensation arrangements may be modified from time to time at the discretion of the Board.

### Director Compensation

Non-employee directors of the Company are entitled to be paid as members of the Board, and, if applicable, as Lead Director, Chair of the Board, Chair of the Audit Committee, Chair of the Nominating and Governance Committee or Chair of the Compensation Committee, the following annual retainers:

<b>Position</b>	<b>Type of Retainer<sup>(1)</sup></b>	<b>Total Amount (U.S.\$)</b>
Chair of the Board	50% cash and 50% equity	200,000
Lead Director (if applicable), Chair of the Audit Committee, Chair of the Nominating and Governance Committee, and Chair of the Compensation Committee	50% cash and 50% equity	125,000
Member of the Board	50% cash and 50% equity	75,000

(1) Any director nominated by the NordStar Group who is also a director, officer or employee of the NordStar Group or who is otherwise not "independent" within the meaning of the TSX Company Manual will be entitled to receive cash retainers only, and will not be eligible to participate in the Omnibus Incentive Plan.

The Company does not offer a meeting fee for Board members. The total retainer is deemed to be full payment for the role of director. An exception to this approach would be made in the event of a special transaction or other special circumstance that would require more meetings than are typically required.

The equity retainers are paid in deferred share units ("DSUs"). The cash and equity retainers are paid on a quarterly basis with the number of DSUs to be issued being determined based on the volume-weighted average trading price on the TSX for the five trading days prior to each such issuance. While DSUs vest immediately, they are only be paid out when a director ceases to be a member of the Board. See "*Equity Incentive Plans – Omnibus Incentive Plan*".

Mr. Laidlaw does not and will not receive additional compensation for serving as a director on the Board.

Each director is entitled to reimbursement for reasonable travel and other expenses incurred in connection with attending Board meetings and meetings for any committee on which such director serves.

The following table sets out information concerning the Fiscal 2021 compensation earned by, paid to, or awarded to the non-employee directors of the Company for their service as members of the Board and, if applicable, as members of any committee of the Board:

Name	Fees earned (U.S.\$)	Share-based awards (U.S.\$) <sup>(1)</sup>	Option-based awards (U.S.\$)	Non-equity incentive plan compensation		Pension value (U.S.\$)	All other compensation (U.S.\$)	Total compensation (U.S.\$)
				Annual incentive plan (U.S.\$)	Long-term incentive plans			
Wayne Bigby	32,986	33,941	Nil	Nil	Nil	Nil	Nil	66,927
Paul Rivett	105,556	Nil	Nil	Nil	Nil	Nil	Nil	105,556
Cory Janssen	19,792	20,355	Nil	Nil	Nil	Nil	Nil	40,147
Malgosia Green	32,986	33,941	Nil	Nil	Nil	Nil	Nil	66,927
Michael Washinushi	65,972	Nil	Nil	Nil	Nil	Nil	Nil	65,972
Marina Glogovac	19,792	20,355	Nil	Nil	Nil	Nil	Nil	40,147

(1) Based on the closing price of C\$30.52 for our Subordinate Voting Shares on the TSX on December 31, 2021. Converted to U.S. dollars using the Exchange Rate.

### ***Share Ownership Guidelines***

Our Board has discretion to prescribe minimum share ownership requirements for directors.

### ***Hedging Prohibition***

Our insider trading policy provides that all of our directors and officers are prohibited from buying, selling or entering into: (i) any short sale of securities of the Company; (ii) any put options, call options or other rights or obligations to buy or sell securities of the Company; (iii) any derivative instruments, agreements or securities, the market price, value or payment obligations of which are derived from, referenced to or based on the value of securities of the Company; and (iv) any other derivative instruments, agreements, arrangements or understandings (commonly known as equity monetization transactions) the effect of which is to alter, directly or indirectly, the director's or officer's economic interest in securities of, or economic exposure to, the Company.

### **Incentive Plans Awards**

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

The following table provides details regarding the outstanding option-based and share-based awards held by the directors of the Company (other than Mr. Laidlaw) as of December 31, 2021:

Name and Principal Position	Option-based Awards				Share-based Awards		
	Number of Subordinate Voting Shares underlying unexercised options	Option exercise price (U.S.\$)	Option expiration date	Value of unexercised in-the-money options (U.S.\$)	Number of Shares that have not vested	Market or payout value of share-based awards that have not vested (U.S.\$) <sup>(1)</sup>	Market or payout value of vested share-based awards not paid out or distributed (U.S.\$)
<b>Wayne Bigby</b> Director	-	-	-	-	Nil	-	33,941
<b>Paul Rivett</b> Director	-	-	-	-	Nil	-	Nil
<b>Cory Janssen</b> Director	-	-	-	-	Nil	-	20,355
<b>Malgosia Green</b> Director	-	-	-	-	Nil	-	33,941

Name and Principal Position	Option-based Awards			Share-based Awards			
	Number of Subordinate Voting Shares underlying unexercised options	Option exercise price (U.S.\$)	Option expiration date	Value of unexercised in-the-money options (U.S.\$)	Number of Shares that have not vested	Market or payout value of share-based awards that have not vested (U.S.\$) <sup>(1)</sup>	Market or payout value of vested share-based awards not paid out or distributed (U.S.\$)
Michael Washinushi Director	-	-	-	-	Nil	-	Nil
Marina Glogovac Director	-	-	-	-	Nil	-	20,355

(1) Based on the closing price of C\$30.52 for our Subordinate Voting Shares on the TSX on December 31, 2021. Converted to U.S. dollars using the Exchange Rate.

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

The following table indicates, for each director of the Company (other than Mr. Laidlaw), the value of the option-based and share-based awards vested in accordance with their terms during Fiscal 2021:

Name and Principal Position	Option-based Awards – Value Vested During the Year (U.S.\$)	Share-based Awards – Value Vested During the Year (U.S.\$) <sup>(1)</sup>	Non-Equity Incentive Plan Compensation – Value Expected to be Earned During the Year (U.S.\$)
Wayne Bigby, Director	-	33,941	Nil
Paul Rivett, Director	-	Nil	Nil
Cory Janssen, Director	-	20,355	Nil
Malgosia Green, Director	-	33,941	Nil
Michael Washinushi, Director	-	Nil	Nil
Marina Glogovac, Director	-	20,355	Nil

(1) Based on the closing price of C\$30.52 for our Subordinate Voting Shares on the TSX on December 31, 2021. Converted to U.S. dollars using the Exchange Rate.

### **Directors' and Officers' Liability Insurance**

Our directors and officers are covered under our existing directors' and officers' liability insurance. Under this insurance coverage, we will be reimbursed for insured claims where payments have been made under indemnity provisions on behalf of our directors and officers, subject to a deductible for each loss, which will be paid by us. Our individual directors and officers will also be reimbursed for insured claims arising during the performance of their duties for which they are not indemnified by us. Excluded from insurance coverage are illegal acts, acts which result in personal profit and certain other acts.

### **EQUITY INCENTIVE PLANS**

The Company established an option plan on November 21, 2012 (which has been amended from time to time to, among other things, increase the size of the option pool), referred to in this Circular as the Legacy ESOP. The Company has historically granted to certain directors, officers and senior employees options to purchase Class B Common Shares under the Legacy ESOP. Prior to the closing of the IPO, the Company amended the Legacy ESOP to, among other things, provide that outstanding options granted thereunder will be exercisable for Subordinate Voting Shares and no further awards will be made under the Legacy ESOP.

In connection with the IPO, the Company adopted an Omnibus Incentive Plan which allows the Board to grant equity-based awards to eligible participants.

## **Omnibus Incentive Plan**

The Omnibus Incentive Plan allows for a variety of equity-based awards that provide different types of incentives to be granted to our directors, executive officers, employees and consultants, including options, RSUs, performance share units (“PSUs”) and DSUs, collectively referred to as “awards”. The Board is responsible for administering the Omnibus Incentive Plan, and may delegate its responsibilities thereunder. The following discussion is qualified in its entirety by the full text of the Omnibus Incentive Plan.

The Board, in its sole discretion, designates, from time to time, the directors, executive officers, employees and consultants to whom awards shall be granted and determines, if applicable, the number of Subordinate Voting Shares to be covered by such awards and the terms and conditions of such awards.

### ***Subordinate Voting Shares Reserved for Issuance***

The aggregate number of Subordinate Voting Shares reserved for issuance under the Omnibus Incentive Plan and the Legacy ESOP shall not exceed 12% of the Subordinate Voting Shares and Multiple Voting Shares issued and outstanding from time to time, on a non-diluted basis. The maximum number of Subordinate Voting Shares issuable from treasury to participants who are non-employee directors, at any time, under the Omnibus Incentive Plan, the Legacy ESOP, and any other proposed or established share compensation arrangement, shall not exceed 1% of the Shares issued and outstanding from time to time (calculated on a non-diluted basis).

As of the date of this Circular, there are 230,359 Subordinate Voting Shares available for issuance under the Omnibus Incentive Plan, representing up to 1.1% of our issued and outstanding Shares. If an outstanding award under the Legacy ESOP or the Omnibus Incentive Plan expires or is forfeited, surrendered, cancelled or is otherwise terminated for any reason without having been exercised or settled in full, or if Subordinate Voting Shares acquired pursuant to an award subject to forfeiture are forfeited, the Subordinate Voting Shares covered by such award, if any, will again be available for issuance under the Omnibus Incentive Plan. Subordinate Voting Shares will not be deemed to have been issued pursuant to the Omnibus Incentive Plan with respect to any portion of an award that is settled in cash.

Any Subordinate Voting Shares subject to an award which has been exercised or settled in Subordinate Voting Shares will again be available for issuance under the Omnibus Incentive Plan.

The Omnibus Incentive Plan is considered to be an “evergreen” plan, since the Subordinate Voting Shares covered by awards which have been exercised or terminated will be available for subsequent grants under the Omnibus Incentive Plan and the total number of awards available to grant increases as the number of issued and outstanding Subordinate Voting Shares increases.

### ***Options***

All options granted under the Omnibus Incentive Plan will have an exercise price determined and approved by our Board at the time of grant, which shall not be less than the market price of the Subordinate Voting Shares on the date of the grant; provided that in the case of the 40,000 options granted to our Chief Executive Officer on the closing of the IPO, the exercise price was equal to the IPO Offering Price. See “*Executive Compensation – Compensation Discussion and Analysis – Principal Elements of Compensation – Short-Term Incentive Compensation*”.

Subject to any vesting conditions set forth in a participant’s grant agreement, an option shall be exercisable during a period established by our Board which shall not be more than ten years from the grant of the option. The Omnibus Incentive Plan provides that the exercise period shall automatically be extended if the date on which it is scheduled to terminate shall fall during a blackout period. In such cases, the extended exercise period shall terminate ten business days after the last day of the blackout period. The Board may, in its discretion, provide for procedures to allow a participant to elect to undertake a “cashless exercise” or a “net exercise” in respect of options.

### *Share Units*

Our Board is authorized to grant RSUs, PSUs and DSUs evidencing the right to receive Subordinate Voting Shares (issued from treasury or purchased on the open market), cash based on the value of a Subordinate Voting Share or a combination thereof at some future time to eligible persons under the Omnibus Incentive Plan.

RSUs generally become vested, if at all, following a period of continuous employment. PSUs are similar to RSUs, but their vesting is, in whole or in part, conditioned on the attainment of specified performance metrics as may be determined by the Board. The terms and conditions of grants of RSUs and PSUs, including the quantity, type of award, grant date, vesting conditions, vesting periods, settlement date and other terms and conditions with respect to these awards will be set out in the participant's grant agreement.

Subject to the achievement of the applicable vesting conditions, the payout of an RSU or PSU will generally occur on the applicable settlement date following the vesting date. The payout of a DSU will generally occur upon or following the participant ceasing to be a director, executive officer, employee or consultant of the Company, subject to satisfaction of any applicable conditions.

### *Dividend Share Units*

If, as the case may be, dividends (other than share dividends) are paid on the Subordinate Voting Shares ("**Dividend Share Units**"), a number of Dividend Share Units equal to the dividends declared divided by the market price of the Subordinate Voting Shares on the date such dividends are declared will be automatically granted to each participant who holds RSUs, PSUs or DSUs on the record date for such dividends, and will be subject to the same vesting or other conditions applicable to the related RSUs, PSUs or DSUs, as applicable.

### *Adjustments*

In the event of any subdivision, consolidation, reclassification, reorganization or any other change affecting the Subordinate Voting Shares, or any merger or amalgamation with or into another corporation, or any distribution to all security holders of cash, evidences of indebtedness or other assets not in the ordinary course, or any transaction or change having a similar effect, the Board shall in its sole discretion, subject to the required approval of any stock exchange, determine the appropriate adjustments or substitutions to be made in such circumstances in order to maintain the economic rights of the participants in respect of awards under the Omnibus Incentive Plan, including, without limitation, adjustments to the exercise price or number of Subordinate Voting Shares to which the participant is entitled upon exercise or settlement of an award, the number and kind of securities reserved for issuance pursuant to the plan and/or permitting the immediate exercise of any outstanding awards that are not otherwise exercisable.

### *Trigger Events*

The Omnibus Incentive Plan provides that, unless otherwise determined by the Board and except as otherwise provided by the terms and conditions of a participant's employment agreement, upon the termination for cause of a participant (i) any awards granted to such participant, that are unvested on the termination date, shall automatically terminate and (ii) any awards granted to such participant that have already vested at the time of such termination for cause will be settled in accordance with the terms of the Omnibus Incentive Plan.

The Omnibus Incentive Plan further provides that, unless otherwise determined by the Board and except as otherwise provided by the terms and conditions of a participant's employment agreement, upon the resignation or retirement of a participant, (i) the Board may, in its sole discretion, determine that a portion of the PSUs, RSUs and/or DSUs granted to such participant that have not yet vested shall immediately vest and be settled, (ii) the portion of the PSUs, RSUs and/or DSUs granted to such participant that have not yet vested and that are determined by the Board, in its sole discretion, not to immediately vest upon such participant's resignation or retirement, shall automatically terminate, (iii) all unvested options shall be forfeited on the termination date, (iv) vested options as of the termination date shall remain exercisable until the earlier of 30 days after the termination date or the expiry date of the options; and (v) any outstanding PSUs, RSUs and/or DSUs that have already vested of the date of such participant's resignation or retirement will be settled in accordance with the terms of the Omnibus Incentive Plan.

The Omnibus Incentive Plan further provides that, unless otherwise determined by the Board and except as otherwise provided by the terms and conditions of a participant's employment agreement, upon a participant's termination of employment as a result of death or disability, (i) all rights, title and interest in the options granted to such participant which are unvested on the termination date will continue to vest in accordance with the terms of the Omnibus Incentive Plan and the participant's grant agreement, for a period of up to two years; (ii) vested options (including such options that vest during the two year period following the termination date) will remain exercisable until the earlier of (A) two years after the termination date, and (B) the expiry date of the options; (iii) the Board may, in its sole discretion, determine that a portion of PSUs, RSUs and/or DSUs granted to the participant that have not yet vested will immediately vest on the termination date and be settled; (iv) the portion of the PSUs, RSUs, and/or DSUs granted to the participant that have not yet vested and that are determined by the Board, in its sole discretion, not to vest upon death or disability, shall terminate automatically; and (v) any outstanding PSUs, RSUs and/or DSUs that have already vested as of the date of such participant's death or disability will be settled in accordance with the terms of the Omnibus Incentive Plan.

The Omnibus Incentive Plan further provides that, unless otherwise determined by the Board and except as otherwise provided by the terms and conditions of a participant's employment agreement, upon the termination without cause of a participant (i) the Board may, in its sole discretion, determine that a portion of the PSUs, RSUs and/or DSUs granted to such participant that will not vest by the termination date shall immediately vest and be settled; (ii) the portion of the PSUs, RSUs and/or DSUs granted to such participant that will not vest by the termination date and that are determined by the Board, in its sole discretion, not to immediately vest upon such participant's termination without cause, shall terminate automatically; (iii) all unvested options shall be forfeited on the termination date; (iv) vested options shall remain exercisable until the earlier of 90 days after the termination date or the expiry date of the options; and (v) any outstanding PSUs, RSUs and/or DSUs that have already vested as of the date of such participant's termination without cause will be settled in accordance with the terms of the Omnibus Incentive Plan.

### ***Change of Control***

Except as otherwise provided by the terms and conditions of a participant's employment agreement, in the event of a change of control, the Board has the power, in its sole discretion, to modify the terms of the Omnibus Incentive Plan and/or the awards granted thereunder (including to cause the vesting of all unvested awards) to assist the participants to tender into a take-over bid or any other transaction leading to a change of control. In such circumstances, the Board is entitled to, in its sole discretion, provide that any or all awards shall terminate, provided that any such outstanding awards that have vested shall remain exercisable until consummation of such change of control, and/or permit participants to conditionally exercise awards.

The Board may at its discretion accelerate the vesting, where applicable, of any outstanding awards notwithstanding the previously established vesting schedule, regardless of any adverse or potentially adverse tax consequences resulting from such acceleration or, subject to applicable regulatory provisions and shareholder approval, extend the expiration date of any award, provided that (i) the period during which an option is exercisable does not exceed ten years from the date such option is granted, and (ii) the period during which a vested RSU and PSU may be settled does not exceed three years in accordance with the terms of the Omnibus Incentive Plan.

### ***Assignment***

Awards granted under the Omnibus Incentive Plan may not be assigned or transferred by a participant, whether voluntarily or by operation of law, except by will or by the laws of succession of the domicile of a deceased participant.

### ***Amendments and Termination***

Our Board is entitled to suspend or terminate the Omnibus Incentive Plan at any time, or from time to time to amend or revise the terms of the Omnibus Incentive Plan or of any granted award, provided that no such suspension, termination, amendment or revision will be made, (i) except in compliance with applicable law and with the prior approval, if required, of the Shareholders, the TSX or any other regulatory body having authority over the Company; and (ii) if it would adversely alter or impair the rights of any participant, without the consent of the participant except as permitted by the terms of the Omnibus Incentive Plan, provided however, subject to any applicable rules of the

TSX, the Board may from time to time, in its absolute discretion and without the approval of Shareholders, make, amongst others, the following amendments to the Omnibus Incentive Plan or any outstanding award:

- any amendment to the vesting provisions, if applicable, or assignability provisions of awards;
- any amendment to the expiration date of an award that does not extend the terms of the award past the original date of expiration for such award;
- any amendment regarding the effect of termination of a participant's employment or engagement;
- any amendment to the terms and conditions of grants of PSUs, RSUs or DSUs, including the performance criteria, as applicable, the type of award, grant date, vesting periods, settlement date and other terms and conditions with respect to the awards;
- any amendment which accelerates the date on which any award may be exercised or payable, as applicable, under the Omnibus Incentive Plan;
- any amendment to the definition of an eligible participant under the Omnibus Incentive Plan (other than with respect to eligible participants who are eligible to receive an award of options issued under the Omnibus Incentive Plan as incentive stock options intended to meet the requirements of Section 422 of the U.S. Internal Revenue Code of 1986);
- any amendment necessary to comply with applicable law or the requirements of the TSX or any other regulatory body;
- any amendment of a "housekeeping" nature, including, without limitation, to clarify the meaning of an existing provision of the Omnibus Incentive Plan, correct or supplement any provision of the Omnibus Incentive Plan that is inconsistent with any other provision of the Omnibus Incentive Plan, correct any grammatical or typographical errors or amend the definitions in the Omnibus Incentive Plan;
- any amendment regarding the administration of the Omnibus Incentive Plan;
- any amendment to add a provision permitting the grant of awards settled otherwise than with Shares issued from treasury;
- any amendment to add a cashless exercise feature or net exercise procedure;
- any amendment to add a form of financial assistance; and
- any other amendment that does not require the approval of the holders of Subordinate Voting Shares pursuant to the amendment provisions of the Omnibus Incentive Plan.

For greater certainty, our Board shall be required to obtain Shareholder approval to make the following amendments:

- any increase in the maximum number of Subordinate Voting Shares issuable pursuant to the Omnibus Incentive Plan;
- except for adjustments permitted by the Omnibus Incentive Plan, any reduction in the exercise price or purchase price of an award or any cancellation of an award and replacement of such award with an award with a lower exercise price or purchase price, to the extent such reduction or replacement benefits an insider;

- any extension of the term of an award beyond its original expiry date, to the extent such amendment benefits an insider;
- any amendment which (i) increases the maximum number of Shares that may be issuable upon exercises of options issued under the Omnibus Incentive Plan as incentive stock options intended to meet the requirements of Section 422 of the U.S. Internal Revenue Code of 1986 or (ii) which modifies the definition of eligible participant used for purposes of determining eligibility for the grant of an incentive stock option; and
- any amendment to the amendment provisions of the Omnibus Incentive Plan.

### **Legacy ESOP**

Eligible participants under the Legacy ESOP are certain directors, officers, employees and consultants of the Company and its subsidiaries. Our Board is responsible for administering the Legacy ESOP (which responsibilities may be delegated to a person or committee as authorized by the Board) and has the authority to interpret the Legacy ESOP and establish rules and regulations applying to it and to make all other determinations it deems necessary or useful for the proper administration of the Legacy ESOP. The following discussion is qualified in its entirety by the full text of the Legacy ESOP.

The Legacy ESOP allows for the grant of options to our directors, officers, employees and consultants.

Pursuant to the Legacy ESOP, the aggregate number of Shares that may be issued pursuant to the exercise of options granted thereunder cannot represent more than 962,500 Subordinate Voting Shares. As of the date of the Circular, 883,333 options are outstanding under the Legacy ESOP, which represent approximately 4.8% of the aggregate number of Subordinate Voting Shares issued and outstanding. No additional options will be granted under the Legacy ESOP. Options granted under the Legacy ESOP may not be assigned or transferred by a participant.

The Legacy ESOP provides that the aggregate number of Subordinate Voting Shares reserved for issuance pursuant to all options granted to any one participant shall not exceed 3% of the aggregate number of Subordinate Voting Shares outstanding on a non-diluted basis at the time of such grant.

The Legacy ESOP provides that certain events, including termination for cause, termination without cause, disability or death or violation of certain covenants may trigger forfeiture of the option, subject to the terms of the participant's agreement. All options granted under the Legacy ESOP will continue to vest in accordance with their existing vesting schedules, which our Board shall have the right to accelerate.

In connection with the IPO, the Legacy ESOP was amended to, among other things, include terms and conditions required by the TSX for a "legacy" stock option plan.

### **Securities Authorized for Issuance Under Equity Compensation Plans**

Following is a summary of Shares subject to options, warrants and rights outstanding under the Company's Omnibus Incentive Plan and Legacy ESOP and Subordinate Voting Shares remaining available for grant as at December 31, 2021. For details of our equity compensation plans, please see "*Equity Incentive Plans*".

<b>Plans Approved by Shareholders - Category</b>	<b>Number of securities to be issued upon exercise of outstanding options, warrants, rights, RSUs and DSUs (a)</b>	<b>Weighted-average exercise price of outstanding options, warrants and rights (b)</b>	<b>Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)</b>
Legacy ESOP	900,000	21.35	Nil

<b>Plans Approved by Shareholders - Category</b>	<b>Number of securities to be issued upon exercise of outstanding options, warrants, rights, RSUs and DSUs (a)</b>	<b>Weighted-average exercise price of outstanding options, warrants and rights (b)</b>	<b>Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)</b>
Omnibus Incentive Plan (RSUs/DSUs)	1,038,881	N/A	614,856
Total	1,938,881	21.35	614,856

### ***Burn Rate Information***

The following table sets out the annual burn rate for each of the Omnibus Incentive Plan and the Legacy ESOP during Fiscal 2021.

<b>Plan</b>	<b>Burn Rate<sup>(1)</sup></b>
Omnibus Incentive Plan	5.9%
Legacy ESOP	Nil

(1) The burn rates in the above table represent the number of Subordinate Voting Shares underlying equity incentives granted under the respective plans during the period from June 21, 2021 (the date of the IPO) to December 31, 2021 divided by the weighted average number of Subordinate Voting Shares issued and outstanding during such period.

## **STATEMENT OF CORPORATE GOVERNANCE**

The Canadian Securities Administrators have issued corporate governance guidelines pursuant to National Policy 58-201 – *Corporate Governance Guidelines* which are recommended as “best practices” for issuers to follow. We recognize that good corporate governance plays an important role in our overall success and in enhancing shareholder value and, accordingly, we have adopted certain governance policies and practices. The disclosure set out below includes disclosure required by NI 58-101 and National Instrument 52-110 – *Audit Committees* (“**NI 52-110**”) describing our approach to corporate governance.

### **Board of Directors**

#### ***Composition of the Board***

Under our Articles, our Board is to consist of a minimum of three and a maximum of 13 directors as determined from time to time by our Board. Pursuant to the Investor Rights Agreement, the size of the Board will be set at seven directors and any proposed increase or decrease to the Board size will require the consent of all of the Principal Shareholders for so long that a Principal Shareholder has a nomination right as further described below. The directors are appointed at an annual general meeting of shareholders and the term of office for each of the directors will expire at the time of our next annual shareholders meeting or until such director’s resignation, replacement or removal. Under the OBCA, a director may be removed with or without cause by a resolution passed by a majority of the votes cast by shareholders present in person, virtually or by proxy at a meeting and who are entitled to vote. Our Articles provide that, between annual general meetings of shareholders, the directors may appoint one or more additional directors so appointed, but the number of additional directors so appointed may not at any time exceed one-third of the number of current directors who were elected or appointed other than as additional directors.

#### ***Nomination of Directors***

Subject to the nomination rights set out in the Investor Rights Agreement, our Nominating and Governance Committee is responsible for identifying individuals qualified to become Board members and recommending nominees for election or appointment as directors, as the case may be, as well as to recommend individual directors to serve on the

various Board committees, in each case in accordance with the provisions of applicable corporate law, rules and regulations and listing requirements and the written mandate of our Nominating and Governance Committee.

### ***Nomination Rights under the Investor Rights Agreement***

Under the Investor Rights Agreement, the Principal Shareholders have the following nomination rights:

- as long as NordStar Group (collectively) owns (i) Subordinate Voting Shares representing at least 15% of the issued and outstanding Shares (on a non-diluted basis), NordStar Group will have the right to designate two director nominees to the Board, one of whom must be independent within the meaning of NI 52-110; and (ii) Subordinate Voting Shares representing at least 7.5% (but less than 15%) of the issued and outstanding Shares (on a non-diluted basis), NordStar Group will have the right to designate one director nominee to the Board. One of the NordStar Group's nominees must be Paul Rivett, other than in certain specified circumstances, in which case the NordStar Group is entitled to designate another nominee;
- as long as RDL Ventures owns Multiple Voting Shares and/or Subordinate Voting Shares representing at least 7.5% of the issued and outstanding Shares (on a non-diluted basis) or while Rob Laidlaw is Chief Executive Officer or an executive officer of the Company, RDL Ventures will have the right to designate one director nominee to the Board, which nominee must be Mr. Laidlaw for so long as he is Chief Executive Officer or an executive officer of the Company; and
- as long as Hedgewood owns Subordinate Voting Shares representing at least 7.5% of the issued and outstanding Shares (on a non-diluted basis), Hedgewood will have the right to designate one director nominee to the Board. In addition, Hedgewood will be entitled to appoint one Board observer, subject to the terms and conditions set out in the Investor Rights Agreement, which entitlement will terminate in the event Hedgewood no longer has the right to appoint a director nominee.

Each of the Principal Shareholders' nominees will be included as part of the slate of director candidates proposed by the Company in any management information circular relating to the election of directors and the Company will solicit proxies from Shareholders and recommend that Shareholders vote in favour of the Principal Shareholders' nominees. Subject to compliance by the Company with the foregoing, the Principal Shareholders agree to vote all of the Shares they own in favour of the election of the nominees of the Principal Shareholders.

To the extent all or a portion of the rights to designate directors under the Investor Rights Agreement are lost or there is an increase in the size of the Board, the Nominating and Governance Committee will be unconstrained with respect to its recommendations for any available director positions not subject to the nomination rights of the Principal Shareholders. The Nominating and Governance Committee will consider the competencies and skills that the Board determines are necessary for the Board as a whole to possess, the competencies and skills that the Board determines each existing director to possess, and the competencies and skills each new nominee will bring to the boardroom. The Nominating and Governance Committee will also consider the amount of time and resources that nominees have available to fulfill their duties as a member of the Board.

The Nominating and Governance Committee is entirely composed of independent directors within the meaning of NI 58-101. The Chair of the Nominating and Governance Committee is an independent director and will lead any nominating process in accordance with and pursuant to the criteria for Board membership determined by the Nominating and Governance Committee in accordance with its written mandate.

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

The Chair of the Board, Paul Rivett, is principally responsible for overseeing the operations and affairs of the Board. Mr. Rivett is independent within the meaning of NI 58-101.

Until the first to occur of the following events: (i) NordStar Group beneficially owning less than 19.99% of the issued and outstanding Shares (on a non-diluted basis); (ii) the fifth anniversary of the closing of the IPO; and (iii) termination

of Mr. Laidlaw as Chief Executive Officer of the Company, other than if such termination is for gross misconduct (as such term is defined in the Chief Executive Officer’s employment agreement): (a) NordStar Group is entitled to have Mr. Rivett serve as Chair of the Board, other than in the event of the resignation, death or incapacity of Mr. Rivett, in which case, NordStar Group no longer has the right to designate the Chair; and (b) if Mr. Laidlaw is no longer acting as the Chief Executive Officer of the Company as a result of his resignation, death or incapacity, then the Multiple Voting Shares then held by RDL Ventures or other Permitted Holders will be automatically converted into Subordinate Voting Shares.

### ***Insider Trading Policy***

All of our directors, officers, employees and consultants and other designated persons are subject to our insider trading policy, which contains practices and expectations relating to, among other things, insider trading, tipping, filings, regular and discretionary blackout periods, and consequences of non-compliance. The insider trading policy is intended to supplement relevant Canadian securities legislation and the standards, rules, policies and guidance of the TSX. See also “*Director Compensation – Hedging Prohibition*”.

### ***Director Independence***

Our Board is composed of seven directors, six of whom are independent within the meaning of NI 58-101. It is the Board’s determination that, pursuant to applicable standards, Rob Laidlaw is not independent by reason of the fact that he is the Chief Executive Officer of the Company. For additional information regarding the directors of VerticalScope HoldCo, see “*Business of the Meeting – Election of Directors*”.

Pursuant to NI 58-101, an independent director is one who is free from any direct or indirect relationship which could, in the view of the Board, be reasonably expected to interfere with a director’s independent judgment. The Board shall determine annually whether each member of the Board is independent in accordance with applicable securities legislation by ascertaining, among other things, whether they were engaged as an executive officer or employee of VerticalScope, they have any immediate family member engaged as an executive officer or employee of VerticalScope, they received remuneration from VerticalScope other than remuneration for acting as a director or a member of any committee of the Board, or they or an immediate family member benefitted from a business relationship with VerticalScope that could reasonably be perceived to interfere with their independent judgement.

To ensure that the Board is permitted to function independently of management of the Company, the independent directors hold in-camera sessions without management or non-independent directors present at meetings of the Board. See “*Statement of Corporate Governance – Board of Directors – Meetings of Independent Directors*”.

### ***Outside Directorships***

The following members of the Board are currently directors of other companies that are reporting issuers (or the equivalent) in a jurisdiction of Canada or a foreign jurisdiction:

<b>Director</b>	<b>Reporting Issuer</b>	<b>Stock Exchange</b>
Paul Rivett	Recipe Unlimited Corporation	TSX
	Chorus Aviation Inc.	TSX
	GreenFirst Forest Products Inc.	TSX
Cory Janssen	McCoy Global Inc.	TSX

### ***Meetings of Independent Directors***

The Board holds regularly-scheduled quarterly meetings as well as ad hoc meetings from time to time. In the course of meetings of the Board or of committees of the Board, the independent directors hold meetings, or portions of such meetings, at which neither non-independent directors nor officers of VerticalScope are in attendance. Four such meetings were held between the closing of the IPO and December 31, 2021.

If a director or officer holds an interest in a transaction or agreement under consideration at a Board meeting or a meeting of a committee of the Board, that director or officer shall not be present at the time the Board or committee deliberates such transaction or agreement and shall abstain from voting on the matter, subject to certain limited exceptions provided for in the OBCA.

### ***Mandate of the Board***

The Board has adopted a written mandate describing, *inter alia*, the Board's role and overall responsibility to supervise the management of, and provide stewardship over, our business and affairs. The Board, directly and through its committees and the Chair of the Board, shall provide direction to our executive officers, generally through the Chief Executive Officer. The Board has overall responsibility for the Company's strategic planning and budgets, risk management, ethics and compliance, corporate governance and stakeholder engagement, including communications with our shareholders and the market. The text of the mandate of the Board is attached as Appendix "A".

### ***Position Descriptions***

The Board has adopted a written position description for the Chair of the Board, which sets out the Chair of the Board's key responsibilities, including, among others, ensuring the Board has structures and procedures in place to enable it to function independently of management, carries out its responsibilities effectively and clearly understands and respects the boundaries between Board and management responsibilities. The Chair of the Board also has duties relating to ensuring sufficiently frequent Board meetings, setting the agenda for, and ensuring matters set out therein are discussed and brought to resolution at, Board meetings and recommending chairs for the committees of the Board.

In addition, the Board has adopted a written position description for each of its committee chairs within the respective committee mandates which sets out each of the committee chair's key responsibilities, including, among others, reporting to the Board with respect to the deliberations, decisions and recommendations of the applicable committee, as well as duties relating to setting out committee meeting agendas, calling and chairing committee meetings and working with the respective committee and management to ensure, to the greatest extent possible, the effective functioning of the committee.

Finally, the Board has developed and implemented a written position description for the role of the Chief Executive Officer who is primarily responsible for the day-to-day management of the business and affairs of the Company, including establishing the strategic and operational priorities of the Company, providing leadership for the effective overall management of the Company, including in the areas of finance, administration and governance, and acting as the principal spokesperson for the Company and overseeing interactions between the Company and the public.

### ***Orientation and Continuing Education***

The Nominating and Governance Committee reviews, monitors and makes recommendations with respect to director orientation. The Company does not have a formal orientation program for new members of the Board. It is anticipated that all newly elected directors will receive orientation and education as to the nature and operation of the business and affairs of the Company. Orientation will be designed to assist the directors in understanding the nature and operation of the Company's business, the role of the Board and its committees, and the contributions that individual directors are expected to make.

In addition, the Nominating and Governance Committee reviews, monitors and makes recommendations with respect to director continuing education programs designed to maintain or enhance the skills and abilities of the Company's directors in relation to their duties and responsibilities on the Board and to ensure that their knowledge and understanding of the Company's business remains current.

The Chair of the Board, in consultation with the Nominating and Governance Committee, reviews and monitors, as appropriate, the Company's orientation and continuing education programs for directors.

### ***Interests of Directors***

A director who has a material interest in a matter before our Board or any committee on which he or she serves is required to disclose such interest as soon as the director becomes aware of it. In situations where a director has a material interest in a matter to be considered by our Board or any committee on which he or she serves, such director may be required to excuse himself or herself from the meeting while discussions and voting with respect to the matter are taking place. Directors will also be required to comply with the relevant provisions of the OBCA regarding conflicts of interest.

### ***Assessments***

The Board has not to date implemented a formal process for assessing the effectiveness and contribution of the Board as a whole, its committees or individual directors. Given the Company's current stage of development, the Board has determined that formal assessment is not meaningful at the present time. In light of the fact that the Board and its committees meet on a periodic basis, each director has an opportunity to assess on an ongoing basis the Board as a whole, its committees and other directors in relation to the Board's and such director's assessment of the competencies and skills that the Board and its committees should possess.

### ***Director Term Limits and Other Mechanisms of Board Renewal***

Our Board has not adopted director term limits, a retirement policy for its directors or other automatic mechanisms of board renewal because it is the Company's view that the membership of its Board, including the retirement of directors, is best assessed by the Board in consideration of a variety of factors, including individual director performance and the existing mix of skills and experience of the members of the Board. Rather than adopting formal term limits, mandatory age-related retirement policies and other mechanisms of board renewal, the Nominating and Governance Committee, subject to the nomination rights set out in the Investor Rights Agreement, will seek to maintain the composition of the Board in a way that provides, in the judgment of the Board, the best mix of skills and experience to provide for our overall stewardship.

### ***Attendance Record***

There were 3 Board meetings, 2 Audit Committee meetings, 2 Compensation Committee meetings, and 2 Nominating and Governance Committee meetings between the closing of the IPO and December 31, 2021. The following table sets forth the attendance record of each director for such meetings:

<b>Director</b>	<b>Board Meeting</b>	<b>Audit Committee Meeting</b>	<b>Compensation Committee Meeting</b>	<b>Nominating and Governance Committee Meeting</b>	<b>Overall Attendance Record</b>
Rob Laidlaw	3/3	-	-	-	100%
Wayne Bigby	3/3	-	-	2/2	100%
Paul Rivett	3/3	2/2	-	2/2	100%
Cory Janssen	3/3	-	2/2	-	100%
Malgosia Green	3/3	-	2/2	2/2	100%
Michael Washinushi	3/3	2/2	2/2	-	100%
Marina Glogovac	3/3	2/2	-	-	100%

### **Code of Ethics and Business Conduct**

The Board has adopted a written Code of Ethics and Business Conduct (the "Code") applicable to all of our directors, officers, employees, contractors and agents acting on behalf of the Company. The Code sets out our core values and standards of behavior that are expected from our personnel with respect to all aspects of our business. The objective of the Code is to provide guidelines for maintaining our integrity, reputation and honesty with a goal of honouring

others' trust in us at all times. The Code addresses conduct in dealing with conflicts of interest, protection of our assets, confidentiality, fair dealing with shareholders, competitors and employees, insider trading, compliance with laws and reporting any illegal or unethical behaviour. Our Board will have ultimate responsibility for the stewardship of and monitoring compliance with the Code and it will monitor compliance through our Nominating and Governance Committee with respect to directors and executive officers or through management (our Chief Legal Officer upon consultation with our Chief Executive Officer) by, among other things, obtaining reports from the Nominating and Governance Committee or management, as applicable, regarding waivers or breaches of the Code and reviewing any investigations and any resolutions of any complaints received under the Code.

The foregoing summary is subject to, and qualified in its entirety by reference to the Code, which is available on our website at [www.verticalscope.com](http://www.verticalscope.com) and under our SEDAR profile at [www.sedar.com](http://www.sedar.com).

The Board has adopted a written whistleblower policy that sets out a process to receive, retain and treat complaints relating to financial reporting or accounting irregularities or violations of laws or other business or ethics policies, and to encourage directors, officers, employees, contractors and consultants of the Company to report evidence of misconduct without fear of retaliation. Whistleblower complaints are directed to the Audit Committee Chair or Chief Financial Officer by email or anonymously by phone or through an anonymous reporting form. The Audit Committee is responsible for reporting on and making recommendations to the Board actions that should be taken with respect to whistleblower complaints.

The Board also encourages and promotes an overall culture of ethical business conduct by promoting compliance with applicable laws, rules and regulations; providing guidance when appropriate to directors, officers and other employees to help them recognize and deal with ethical issues; promoting a culture of open communication, honesty and accountability; and ensuring awareness of disciplinary action for violations of ethical business conduct.

### **Diversity and Inclusion**

We believe that having a diverse Board and executive team offers a depth of perspective that enhances Board and management operations and performance. We similarly believe that having a diverse and inclusive organization overall is beneficial to our success, and we are committed to diversity and inclusion at all levels of our organization to ensure that we attract, retain and promote the brightest and most talented individuals.

The Board does not intend to specifically define diversity, but the Nominating and Governance Committee will value diversity of experience, perspective, education, background, race, gender and national origin as part of its overall evaluation of director nominees for election or re-election (to the extent permitted by the Investor Rights Agreement), and the Board and the Nominating and Governance Committee will value same as part of their respective evaluation of candidates for executive positions. This will be achieved through ensuring that diversity considerations are taken into account to fill vacancies, continuously monitoring the level of women, visible minorities, Aboriginal persons and persons with disabilities represented on our Board and in our executive team, continuing to broaden recruiting efforts to attract and interview qualified female and other diverse candidates, and committing to retention and training to ensure that our most talented employees are promoted from within our organization. The Company has adopted a written diversity policy.

Recommendations concerning director nominees (in accordance with the terms of the Investor Rights Agreement) and appointment of executive officers are expected to be based on competence, merit and performance, as well as expected contribution to the Board and management's performance, such that diversity will be taken into consideration, as it is beneficial that a diversity of backgrounds, views and experiences be present at the Board and management levels. The Board, the Nominating and Governance Committee and our senior management team already take gender and other diversity representation into consideration as part of their overall recruitment and selection process. The Company does not intend to adopt targets for gender representation on its Board or in executive officer or senior leadership positions in part due to the need to consider a balance of criteria for each individual as opposed to a single diversity characteristic and because it is ultimately the competence, skills, experience, character and behavioral qualities that are most important to determining the value which an individual could bring to our Board or management. The Company will, however, evaluate the appropriateness of adopting targets in the future.

Two out of eight of the Company's executive officers are women (representing 25% of the Company's executive officers) and two out of seven of the Company's directors are women (representing 29% of the Board).

### **Committees of the Board**

In addition to the Audit Committee, which is required by Canadian securities law for all reporting issuers, the Board has also established a Compensation Committee and a Nominating and Governance Committee.

#### ***Audit Committee***

The Audit Committee consist of Paul Rivett, Marina Glogovac and Michael Washinushi, each of whom is considered both "financially literate" and "independent" within the meaning of NI 52-110. Michael Washinushi is the Chair of the audit committee. For the education and experience relevant to the performance by each such person of the responsibilities as a member of the Audit Committee, see "*Business of the Meeting – Election of Directors – Biographical Information*".

The Board has adopted a written charter describing the mandate of the Audit Committee that establishes, *inter alia*, the committee's purpose and responsibilities, consistent with NI 52-110. Among other things, the Audit Committee assists the Board in fulfilling its legal and fiduciary obligations with respect to matters involving the accounting, auditing, financial reporting, internal control and legal compliance functions, including the Board's oversight of:

- the quality, integrity, fairness and completeness of the Company's financial statements and financial information;
- the accounting and financial reporting policies, practices and procedures;
- the qualifications, appointment, performance and independence of the external auditor;
- the performance of the internal audit function;
- the Company's disclosure controls and procedures, internal controls over financial reporting and management's responsibility for assessing and reporting on the effectiveness of such controls;
- the Company's risk management practices and financial reporting compliance;
- the preparation of disclosures and reports required to be prepared by the Audit Committee by any applicable laws, regulations, rules and listing standards; and
- the Company's compliance with applicable laws, regulations, rules and listing standards.

The Audit Committee also provides an avenue for communication between the external auditor, management and other employees of the Company, as well as the Board, concerning accounting, financial reporting and auditing matters. To fulfill its roles, duties and responsibilities, the Audit Committee may contact and have discussions with the Company's external auditors and officers and employees, and obtain Company information and documentation from such persons. The Audit Committee may obtain full access to all Company books, records, facilities and personnel in investigating matters within the scope of its responsibility. The Audit Committee may, in its sole discretion, retain and obtain the advice and assistance of independent outside counsel and such other advisors as it deems necessary to fulfill its duties and responsibilities and may set the compensation and oversee the work of any outside counsel and other advisors to be paid by the Company.

The members of the Audit Committee are appointed annually by the Board, and each member of the Audit Committee serves at the pleasure of the Board until the member resigns, is removed or ceases to be a member of the Board.

The Audit Committee is responsible for the pre-approval of all audit and non-audit services to be provided to us by our independent auditor where such pre-approval is required by applicable laws, regulations, rules and listing standards.

Reference is made to the Company's current AIF for information relating to the Audit Committee, as required under Form 52-110F1 – *Audit Committee Information Required in an AIF*, which information is set out in the AIF under the heading "*Audit Committee*". The AIF also includes a copy of the Charter of the Audit Committee. The AIF is available on the Company's profile on SEDAR at [www.sedar.com](http://www.sedar.com). Upon request, the Company will provide a copy of the AIF free of charge to a securityholder of the Company.

### ***Compensation Committee***

The Compensation Committee consists of a minimum of three directors, all of whom are independent directors, and is charged with overseeing executive compensation, the Company's incentive and equity-based compensation plans and executive compensation disclosure. The Compensation Committee is composed of Malgosia Green, Cory Janssen and Michael Washinushi, all of whom are independent within the meaning of NI 58-101. Malgosia Green is the Chair of the Compensation Committee. Each member of the Compensation Committee has experience that is relevant to his or her responsibilities in executive compensation. For additional details regarding the relevant education and experience of each member of the Compensation Committee, including the direct experience that is relevant to each committee member's responsibilities in executive compensation, see "*Business of the Meeting – Election of Directors – Biographical Information*".

The Board has adopted a written mandate setting forth the purpose, composition, authority and responsibility of the Compensation Committee. The Compensation Committee is responsible for, among other things:

- Reviewing, at least annually, the goals and objectives of the Company's executive compensation plans and amending, or making recommendations to the Board to amend, such goals and objectives as required;
- Evaluating, at least annually, the performance of the Chief Executive Officer of the Company and, based on such evaluation and with appropriate input from other independent members of the Board, determining and recommending the Chief Executive Officer's annual compensation (including, as appropriate, salary, bonus, incentive and equity compensation);
- Reviewing, at least annually, the evaluation process and compensation structure for the Company's executive officers and making recommendations to the Board with respect to the compensation of such executive compensation (including, as appropriate, salary, bonus, incentive and equity compensation);
- Assessing annually the competitiveness and appropriateness of the Company's policies relating to executive officer compensation;
- Reviewing and recommending to the Board adoption, amendment or termination of the Company's incentive and equity-based compensation plans and overseeing their administration (and the aggregate number of Shares to be reserved for issuance thereunder);
- Reviewing, at least annually, the adequacy, amount and form of compensation to be paid to members of the Board and committees thereof;
- Reviewing the Company's executive compensation disclosure information in accordance with applicable laws, rules and regulations and listing requirements and making recommendations to the Board regarding the approval and disclosure of such information;
- Identifying, considering and evaluating the risks, if any, arising from and associated with the Company's compensation policies and practices and making recommendations to the Board

regarding the adoption of practices that will assist in the identification and mitigation of any risks associated with the compensation policies and practices of the Company;

- Considering and recommending for approval by the Board the appointment of the Chief Executive Officer, the President, the Chief Financial Officer and other executive officers;
- Reviewing and assessing the performance of the executive officers against pre-set specific corporate and individual goals and objectives and reviewing the annual performance assessments of the executive officers and reporting to the Board on such assessments;
- Reviewing and recommending for approval by the Board and the Nominating and Governance Committee the Company's succession plan for the Chief Executive Officer, the President, the Chief Financial Officer and other senior executives; and
- Overseeing the selection of any peer group used in benchmarking or determining compensation or any element of compensation.

Further particulars of the process by which compensation for our executive officers is determined is provided under the heading "*Executive Compensation – Compensation Discussion and Analysis – Compensation-Setting Process*".

#### ***Nominating and Governance Committee***

The Nominating and Governance Committee consists of a minimum of three directors, all of whom are independent directors, and is charged with overseeing director criteria and selection, Board and committee evaluations, appointment, succession and performance of executive officers, corporate governance, shareholder proposals and environmental, social and corporate governance matters. The Nominating and Governance Committee is composed of Wayne Bigby, Malgosia Green and Paul Rivett, all of whom are independent within the meaning of NI 58-101. Wayne Bigby is the Chair of the Nominating and Governance Committee. For additional details regarding the relevant education and experience of each member of the Nominating and Governance Committee, see "*Business of the Meeting – Election of Directors – Biographical Information*".

The Board has adopted a written mandate setting forth the purpose, composition, authority and responsibility of the Nominating and Governance Committee. The Nominating and Governance Committee is responsible for, among other things:

- Subject to the nomination rights set out in the Investor Rights Agreement or similar agreements which may exist from time to time between the Company and certain shareholders, developing and recommending to the Board criteria for selecting potential director candidates and identifying and selecting or recommending to the Board for selection qualified nominees for the Board and committees thereof;
- Subject to the nomination rights set out in the Investor Rights Agreement or similar agreements which may exist from time to time between the Company and certain shareholders, reviewing and recommending to the Board criteria relating to directors' tenure and retention of directors unrelated to age or tenure;
- At least annually, reviewing and making recommendations to the Board regarding the composition and organization of the Board and committees thereof in light of legal and regulatory requirements;
- Considering and recommending to the Board succession plans with respect to executive officers;
- Reviewing and evaluating, and recommending any necessary or appropriate changes to, the Code of Ethics and Business Conduct at least annually, and monitoring adherence thereto;

- Reviewing and making recommendations to the Board regarding corporate governance trends and practices, including the Company’s principal corporate policies, including without limitation with regards to matters relating to disclosure, insider trading, governance, diversity, ethics, the environment and health and safety;
- Reviewing shareholder proposals received by the Company and recommending to the Board appropriate action in connection therewith;
- At least annually, reviewing the adequacy, amount and form of compensation to be paid to each director, considering whether that compensation realistically reflects the time commitment, responsibilities and risks of being effective directors and making recommendations to the Board as appropriate;
- Reviewing and monitoring executive and director share ownership requirements and any public disclosure relating to executive and director share ownership, and making recommendations to the Board in connection therewith; and
- Overseeing the Company’s strategy and initiatives relating to environmental, social and corporate governance matters that are significant to the Company, including monitoring and reporting to the Board on emerging trends, risks or issues relating to relevant environmental, social and corporate governance matters and reviewing the Company’s public disclosure with respect to environmental, social and corporate governance matters.

See also “*Statement of Corporate Governance – Board of Directors*”.

#### **INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS**

No individual who is, or at any time during the most recently completed financial year of the Company was, a director or executive officer of the Company, and no proposed nominee for election as a director of the Company, or any associate of any such director, executive officer or proposed nominee: (i) is or at any time since the beginning of the most recently completed financial year of the Company has been, indebted to the Company or any of its subsidiaries, or (ii) whose indebtedness to another entity is, or at any time since the beginning of the most recently completed financial year of the Company has been, the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries.

#### **INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS**

To the knowledge of the Company, no “informed person”, proposed director, or any associate or affiliate of any such persons, has any material interest, direct or indirect, in any transaction since the beginning of Fiscal 2021 or in any proposed transaction that has materially affected or would materially affect the Company or any of its subsidiaries. An “informed person” means, among others, (i) a director or executive officer of the Company, (ii) a director or executive officer of a person or company that is itself an informed person or subsidiary of the Company, (iii) any person or company who beneficially owns, or controls or directs, directly or indirectly, voting securities of the Company or a combination of both carrying more than 10% of the voting rights attached to all outstanding voting securities of the Company other than voting securities held by the person or company as underwriter in the course of a distribution; and (iv) the Company itself, if and for so long as it has purchased, redeemed, or otherwise acquired any of its securities, for so long as it holds any of its securities.

#### **INDEPENDENT AUDITOR, TRANSFER AGENT AND REGISTRAR**

Our independent auditor is KPMG LLP, 100 New Park Place, Suite 1400, Vaughan, Ontario L4K 0J3, Canada. KPMG LLP have confirmed to the Company that they are independent within the meaning of the relevant rules and related interpretations prescribed by the relevant professional bodies in Canada and any applicable legislation or regulations.

The transfer agent and registrar for the Subordinate Voting Shares is TSX Trust Company at its principal office in Toronto, Ontario.

### **MANAGEMENT CONTRACTS**

Management functions of the Company and its subsidiaries are performed by the directors and executive officers of the Company and its subsidiaries.

### **NON-IFRS MEASURES**

This Circular makes reference to Adjusted EBITDA, which is a non-IFRS measure.

“**Adjusted EBITDA**” is calculated as net income (loss) excluding interest, income tax expense (recovery), and depreciation and amortization, or EBITDA, adjusted for share-based compensation, unrealized gains or losses from changes in fair value of derivative financial instruments, severance, contingent consideration liabilities measured at fair value through profit and loss, gain or loss on sale of assets, gain or loss on sale of investments, foreign exchange loss (gain), impairment and other charges that include direct and incremental business acquisition related costs and costs directly incurred in connection with the Offering that are not deducted from the equity proceeds.

### **ADDITIONAL INFORMATION**

Additional information relating to the Company is available on SEDAR at [www.sedar.com](http://www.sedar.com). Shareholders may contact the Company to obtain copies of the Company’s latest annual information form, information circular, financial statements and MD&A, and any other public documents of the Company referred to herein, free of charge, by emailing the Corporate Secretary at [IR@verticalscope.com](mailto:IR@verticalscope.com), or at [www.sedar.com](http://www.sedar.com), or on the Company’s website at <https://www.verticalscope.com>. Financial information is provided in the Company’s Annual Financial Statements and Annual MD&A for its most recently completed fiscal year. The Company may require the payment of a reasonable charge when the request is made by a person other than a holder of securities of the Company.

## **APPROVAL OF DIRECTORS**

The contents of this Circular and delivery of it to each director of the Company, to the auditors of the Company and to the Shareholders entitled to notice of the Meeting have been approved by the Board of the Company.

*(signed) "Paul Rivett"*

Paul Rivett  
Chair of the Board of Directors

April 13, 2022

## **APPENDIX A – MANDATE OF THE BOARD**

Please see attached.



## MANDATE OF THE BOARD OF DIRECTORS

Adopted by the Board of Directors on June 14, 2021

### 1 PURPOSE

The board of directors (the “**Board**”) of VerticalScope Holdings Inc. (the “**Company**”) directly, and through its committees, oversees the management of, and provides stewardship over, the Company’s affairs. The Board’s primary goal is to act in the best interests of the Company. Directors may consider the interests of stakeholders such as shareholders, employees, creditors, customers, suppliers, governments and the community in which the Company operates in determining the long- and short-term interests of the Company.

The organization and authority of the Board are subject to any restrictions, limitations or requirements set out in the Company’s constituting documents, including its articles and by-laws, as well as in any investor rights agreement or similar agreements which may exist, from time to time, between the Company and certain securityholders (“**Investor Agreements**”), as well as any restrictions and limitations or requirements set out under applicable laws and regulations, including the *Business Corporations Act* (Ontario), Canadian securities legislation and the standards, rules, policies and guidelines of the stock exchange(s) on which the Company’s securities are listed (collectively, the “**Applicable Laws**”).

### 2 COMPOSITION AND QUALIFICATION

#### 2.1 Selection and Orientation of Members

The number of directors shall be fixed by the Board in accordance with the Company’s constituting documents and Applicable Laws, upon the recommendation of the Nominating and Governance Committee. The size of the Board should be one that can function effectively as a board.

Directors must have an appropriate mix of skills, knowledge and experience in business and an understanding of the industry and the geographical areas in which the Company operates. Without limiting the foregoing, directors are expected to possess the following characteristics and traits: (i) demonstrate high ethical standards and integrity in their personal and professional dealings, (ii) provide independent judgment on a broad range of issues, and (iii) understand and challenge the key business plans and the strategic direction of the Company.

#### 2.2 Board Term

Subject to the Company’s Investor Agreements and Applicable Laws, directors are appointed at an annual general meeting of shareholders (“**AGM**”) and the term of office for each of the directors expires at the end of the next AGM or until such director’s resignation, replacement or removal.

#### 2.3 Independence

A majority of the directors on the Board must be independent in accordance with Applicable Laws.

### **3 DUTIES AND RESPONSIBILITIES**

In furtherance of its purpose and in addition to such responsibilities as may be required by Applicable Laws, the Board assumes the following duties and responsibilities:

#### **3.1 Strategic Planning and Budgets**

- (a) As part of the strategic planning process:
  - (i) approves annually the Company's overall strategic plan and direction which takes into account, among other things, the opportunities, risks and sustainability of the Company's business and affairs identified by management;
  - (ii) monitors and assesses developments which may affect the Company's strategic plan; and
  - (iii) monitors and oversees the execution of the strategic plan by management.
- (b) Approves the Company's annual operating and capital budgets and receives reports from management in respect of the Company's actual results and a comparison of the actual results to the Company's annual budgets.
- (c) Reviews and, where appropriate, approves the Company's financial objectives, plans and actions, including significant capital allocations and expenditures.
- (d) Reviews and approves material transactions that are not in the ordinary course of business.

#### **3.2 Risk Management, Ethics and Compliance**

- (a) Oversees the identification and monitoring of the principal risks of the Company's business, including those related to compensation and incentive plans, and ensures the implementation of appropriate systems to mitigate and manage these risks.
- (b) Oversees legal and regulatory compliance and the effectiveness of the Company's compliance and enterprise risk management practices, including reviewing reports provided at least annually by management on the risks inherent in the Company's business (including crisis preparedness, information system controls, business continuity, cybersecurity and disaster recovery).
- (c) Oversees and monitors the implementation of procedures and initiatives relating to corporate, social and environmental responsibilities, and health and safety rules and regulations, including with respect to diversity, oversees their compliance with applicable legal and regulatory requirements and considers and monitors any issues relating to environmental and safety matters and management's response thereto.
- (d) Reviews and approves the Company's governance policies and practices and any update, amendment or restatement thereof and ensures that such policies comply with applicable legislation and stay current with best practices in corporate governance.
- (e) Reviews and approves the Company's code of ethics and business conduct (the "**Code**") with the purpose of promoting integrity, deterring wrongdoing and building a culture of honesty and accountability throughout the Company, and reviews the recommendations of the Nominating and Governance Committee and makes determinations regarding changes to the Code.

- (f) Reviews the recommendations of the Nominating and Governance Committee and makes determinations regarding violations of the Code, waivers granted in respect thereof, and disclosure required in connection therewith under Applicable Laws (or as otherwise deemed appropriate by the Board).
- (g) Reviews and approves the Company's disclosure, trading and confidentiality policies with the purpose of establishing proper process and practices, reviews the recommendations of the Audit Committee and the Nominating and Governance Committee and makes determinations regarding changes to such policies, and ensures such policies are widely distributed to officers and employees.
- (h) Performs any other activities consistent with this Mandate, the Company's constating documents, Investor Agreements and Applicable Laws that the Board determines are necessary or appropriate.

### **3.3 Financial Reporting, Public Disclosure and Internal Controls**

- (a) Approves, after they have been recommended for approval by the Audit Committee and before their publication, the Company's annual and interim financial statements, MD&A, prospectus-type documents, earnings press releases (including financial outlook, future-oriented financial information and other forward-looking information, and any pro forma or non-IFRS information included therein) and other disclosure material filed with any securities commission.
- (b) Reviews and monitors, with the assistance of the Audit Committee, (i) the quality and integrity of the Company's financial statements and related information, (ii) the qualifications, independence, appointment and performance of the external auditor, (iii) the accounting and financial reporting policies, practices and procedures of the Company, and (iv) the adequacy and effectiveness of the Company's system of internal controls over financial reporting, including any significant deficiencies and significant changes in internal controls, and its disclosure controls and procedures, in the latter case with a view to ensuring all public disclosures are timely, factual, accurate and broadly disseminated in accordance with Applicable Laws.
- (c) Approves, based on the recommendation of the Audit Committee, the external auditor to be nominated for the purpose of preparing or issuing an auditor's report or performing other services for the Company, and approves the compensation of the external auditor.

### **3.4 Stakeholder Engagement**

Oversees communications with shareholders, other stakeholders, analysts and the public, including the adoption of measures for receiving feedback from stakeholders.

### **3.5 Board Composition and Administration**

- (a) Subject to the terms of the Investor Agreements, oversees the recruitment and selection, taking into account the evaluation criteria recommended by the Nominating and Governance Committee, of new directors and retention of existing directors.
- (b) Subject to the terms of the Investor Agreements, approves, in conjunction with the Nominating and Governance Committee, those individuals proposed to be director nominees for each AGM, taking into consideration past performance and the competencies and skills it considers necessary for effective board operation, as well as diversity of candidates, particularly with respect to the representation of women on the Board.

- (c) Considers the recommendations of the Nominating and Governance Committee as to the adequacy, amount and form of director compensation in light of retention objectives and each director's time commitments, responsibilities and risks faced.
- (d) Receives and reviews the Nominating and Governance Committee's annual review and assessment of the performance, effectiveness and contributions of the Board, its committees and the directors themselves.
- (e) In accordance with the Investor Agreements, identifies individuals qualified to become members of the Audit Committee in light of the independence, financial literacy, experience and other membership requirements set forth under Applicable Laws.
- (f) Provides a comprehensive orientation program for new directors to the Board and continuing education opportunities for all directors to ensure that directors can maintain and enhance their abilities and ensure that their knowledge of the business of the Company remains current.
- (g) Develops written position descriptions for the Chair of the Board and the Chair of each Committee of the Board.

### **3.6 Executive Officers**

- (a) Appoints the executive officers of the Company including, but not limited to, the Chief Executive Officer (or an officer carrying out the function of CEO) (the "CEO") and the Chief Financial Officer (or an officer carrying out the function of CFO) (the "CFO").
- (b) Adopts and maintains a written position description for the role of CEO.
- (c) Develops the corporate goals and objectives that each executive officer is responsible for meeting and reviews, in conjunction with the Compensation Committee, the performance of each executive officer against such corporate goals and objectives.
- (d) Approves, upon recommendation of the Compensation Committee, the Company's compensation and benefits policies or any changes thereto for executive officers to ensure such compensation and benefits policies create and reinforce good conduct, ethical behaviour and promote reasonable risk taking.
- (e) Takes steps to satisfy itself as to the integrity of the executive officers and senior management, and that the executive officers and senior management foster a culture of integrity throughout the Company.
- (f) With the assistance of the Nominating and Governance Committee, oversees that appropriate succession planning programs are in place, including programs to appoint, train, develop and monitor executive officers and senior management.

## **4 PROCEDURAL MATTERS**

### **4.1 Meetings**

- (a) Meetings of the Board will be called, scheduled and held in accordance with the Company's constating documents and Applicable Laws.
- (b) Subject to the quorum requirements of the Company's constating documents or Investor Agreements, the majority of the Board shall constitute a quorum for the transaction of business at a meeting.

- (c) At a meeting, any question shall be decided by a majority of the votes cast.
- (d) The Board and the Chair of the Board may invite any officer or employee of the Company or such other persons or external advisors as it deems appropriate, from time to time, to attend Board meetings (or any part thereof) and assist in the discussion and consideration of matters relating to the Board, and may exclude from all or any portion of its meetings any person it deems appropriate in order to carry out its responsibilities.
- (e) The Chair of the Board is responsible for developing and setting the agenda for Board meetings and determining the time, place and frequency (which shall be at least quarterly) of Board meetings.
- (f) All directors are expected to attend and be prepared to participate, including reviewing all meeting materials before every Board meeting.
- (g) The independent members of the Board will also meet, as required, without the non-independent directors and members of management before or after each regularly scheduled meeting *in camera*.
- (h) The proceedings and deliberations of the Board and its committees are confidential. Each director shall maintain the confidentiality of all information received in his or her capacity as a director of the Company, except as may be required by law or as may be determined, from time to time, by the Board, or if the information is publicly disclosed by the Company.

#### 4.2 Board Committees

- (a) Subject to the limitations set forth under Applicable Laws, the Board may discharge its responsibilities, including those listed herein, through one or more Board committees. The Board is responsible for the establishment of all committees to facilitate the carrying out of the Board's Mandate and approval of their respective mandates and material changes thereto, the appointment of members on such committees, their qualification, compensation and their good standing. The Board has established three (3) standing committees, namely (i) the Audit Committee, (ii) the Compensation Committee, and (iii) the Nominating and Governance Committee (collectively, the "**Committees**"), to facilitate the carrying out of its duties and responsibilities and meet applicable statutory and policy requirements. Other committees or subcommittees may be established on an *ad hoc* basis, from time to time, by Board resolution to deal with particular matters.
- (b) The Board must adopt and maintain a mandate for each Committee, outlining such Committee's responsibilities, including those responsibilities set out in National Policy 58-201 – *Corporate Governance Guidelines*. Every Committee mandate must be disclosed in accordance with National Instrument 58-101 – *Corporate Governance Practices*.
- (c) The Board appoints the members of each Committee promptly after each AGM. Each Committee member shall be appointed and hold office in accordance with the mandate of the Committee to which such member is appointed.
- (d) The Board evaluates the experience of the various directors with a view to selecting as members of the Committees directors that are independent and have the qualifications described in the respective mandates for such Committees.
- (e) Each Committee generally reports to the Board after each Committee meeting.

- (f) The Board reviews and discusses, from time to time, with each of the Committees the appropriateness of their respective mandates and any changes to such mandates which may be recommended by such Committee to the Board.

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

The Board shall appoint its chair (the “**Chair of the Board**”) from among the Company’s directors, which Chair of the Board shall have the following duties and responsibilities:

- (a) **Leadership**

- (i) Effectively leads the Board in discharging all duties set out in its Mandate.
- (ii) Sets the tone for the Board to foster effective, ethical and responsible decision making, appropriate oversight of management and strong governance practices.

- (b) **Board Management**

- (i) Oversees all aspects of the Board’s direction and administration in fulfilling the terms of its Mandate.
- (ii) Manages the affairs of the Board to ensure that the Board is organized properly and functions effectively.
- (iii) Regularly reviews the structure, size, composition, membership (including independence, financial literacy and expertise) of the Board and its committees to favour effective decision making.

- (c) **Board Effectiveness**

- (i) Ensures that the Board works as a cohesive group, including by maintaining effective communication and working relationships between directors, the Board, management and advisors.
- (ii) Makes Board information available to any director upon request.
- (iii) Ensures that a process is in place for the assessment on a regular basis of the effectiveness of the Board and its committees and the attendance record and contribution of each director, and that the results are reviewed with the chair of the Nominating and Governance Committee.
- (iv) In consultation with the Nominating and Governance Committee, monitors and reviews, as appropriate, the Company’s orientation and continuing education programs for directors.
- (v) Monitors developments and best practices relating to the Board’s Mandate and provides information and guidance to the Board regarding such developments and practices and their potential adoption by the Company.

- (d) **Board Meetings**

- (i) Ensures the Board meets as frequently as necessary to carry out its duties effectively (which shall be at least quarterly) and ensures that there is sufficient time during Board meetings to fully discuss all business properly put before the Board.

- (ii) Chairs and the members of the Board, management and advisors, as appropriate, calls, sets the agenda and determines frequency, dates and locations of Board meetings, provided that if the Chair of the Board is absent from a meeting, the Board will, by majority vote, select another director to preside at that meeting.
  - (iii) Ensures the independent directors have the opportunity, if and when required, to meet separately without non-independent directors and management present.
  - (iv) Ensures that (i) meeting materials are delivered to Board members in sufficient time in advance of Board meetings for a thorough review, (ii) matters are properly presented for consideration at Board meetings, (iii) directors are free to express their viewpoints, and (iv) directors have an appropriate opportunity to question executive officers, management, employees and advisors regarding financial results, internal controls, the collection of financial information and all other matters of importance to the Board.
- (e) **Interactions with Board Committees**
- (i) Recommends committee chairs to the Board, in consultation with the Nominating and Governance Committee.
  - (ii) Meets with the committee chairs on a regular basis and, when appropriate, acts as liaison between the committee chairs and the CEO and management.
  - (iii) Discusses any issue related to the committee functions or management with committee chairs.
  - (iv) Ensures that where functions are delegated to appropriate committees, the functions are carried out and results are reported to the Board.
- (f) **Stakeholder Engagement**
- (i) Except as otherwise provided in the by-laws of the Company, chairs the meetings of shareholders and is available to answer questions and participate in any matter concerning shareholders.
  - (ii) Ensures that all business set out in the agenda of each shareholder meeting is discussed and brought to resolution, as required.
  - (iii) In conjunction with management, responds to shareholders' concerns and reports concerns to the Board, when appropriate.
  - (iv) Supports an open and transparent process for stakeholders to contact and engage with the Board.
  - (v) At the request of the Board or the CEO, represents the Company to external groups and other stakeholders, including local community groups, associations and governments.
- (g) **Advisors and Resources**
- (i) Ensures that resources and expertise are available to the Board (in particular, timely and relevant information) so that it may conduct its work effectively and efficiently.

- (ii) Coordinates with the Board to retain, oversee and compensate independent advisors to assist the Board in its activities.
- (h) **Other Responsibilities**
  - (i) Performs such other duties and responsibilities as may be required by Applicable Laws.

Unless otherwise provided by an investor rights agreement or similar agreement that may exist, from time to time, between the Company and certain securityholders, the Chair of the Board may be removed from the position at any time at the discretion of the Board. The incumbent Chair of the Board will continue in office until a successor is appointed or he or she is removed by the Board or ceases to be a director of the Company.

#### **4.4 Lead Director**

If at any point the Chair of the Board is not independent, the Board shall also appoint one (1) independent director as a lead director (the “**Lead Director**”), which Lead Director shall have the following duties and responsibilities:

- (a) Ensures that the Board acts and functions independently from management in fulfilling its fiduciary obligations, including that the Board evaluates performance of management objectively and understands the boundaries between the Board and management responsibilities.
- (b) Performs the duties of the Chair of the Board when there is a conflict of interest between the Chair of the Board and executive officer roles.
- (c) Evaluates any conflicts of interest between the Company, the minority shareholders and any major shareholders, and determines the process for dealing with the same.
- (d) Works with the Chair of the Board, CEO and other executive officers, where appropriate, to monitor progress on the strategic plan, policy implementation and succession planning.
- (e) Advises the Chair of the Board and CEO, as required, on the appropriate flow of information to the Board.
- (f) Collaborates with the Chair of the Board, the members of the Board, management and advisors, as appropriate, on the frequency, dates and locations of the meetings of the Board and on the preparation of the meeting agendas to ensure the Board efficiently carries out its duties and responsibilities.
- (g) Ensures that directors have the opportunity, at each regularly scheduled meeting, to meet separately without management personnel (including the Chair of the Board and CEO) being present.
- (h) Has the authority to hold meetings of the independent directors when deemed necessary or when requested by other independent directors and, when held, chairs any such meetings.
- (i) Generally serves as the principal liaison and ensures an effective relationship between, the independent directors and the Chair of the Board and between the independent directors and management.

- (j) In the absence of the Chair of the Board, serves as acting chair presiding over meetings of the Board and shareholders.
- (k) Performs such other duties and responsibilities as may be required by Board, depending on needs and circumstances.

## **5 LIMITATION ON DUTIES**

Notwithstanding the foregoing and subject to applicable law, nothing contained in this Mandate is intended to require the Board to ensure the Company's compliance with Applicable Laws.

The Board shall discharge its responsibilities and shall assess the information provided by the Company's management and any external advisors, including the external auditor, in accordance with its business judgment. Directors are entitled to rely, absent knowledge to the contrary, on the integrity of the persons from whom they receive information and the accuracy and completeness of the information provided.

Nothing in this Mandate is intended or may be construed as to impose on any director a standard of care or diligence that is in any way more onerous or extensive than the standard to which the directors are subject to under Applicable Laws. This Mandate is not intended to change or interpret the Company's constating documents, Investor Agreements or Applicable Laws to which the Company is subject, and this Mandate should be interpreted in a manner consistent with all such Applicable Laws. The Board may, from time to time, permit departures from the terms hereof, either prospectively or retrospectively, and no provision contained herein is intended to give rise to civil liability on the part of the Company or its directors or officers to shareholders, security holders, customers, suppliers, competitors, employees or other persons, or to any other liability whatsoever on their part.

## **6 RESOURCES**

The Board will be granted unrestricted access to all information regarding the Company that is necessary or desirable to fulfill its duties.

To fulfill its roles, duties and responsibilities effectively, the Board may communicate directly with the Company's external auditors and the Company's officers and employees and request Company information and documentation from these persons. In addition, the Board may, in its sole discretion, retain and obtain the advice and assistance of independent outside counsel and such other advisors as it deems necessary to fulfil its duties and responsibilities under this Mandate. The Board may set the compensation and oversee the work of any outside counsel and other advisors to be paid by the Company.

## **7 MANDATE REVIEW**

The Board reviews and assesses the adequacy of this Mandate, from time to time, and shall make such changes to this Mandate as it considers necessary or appropriate.

\* \* \*

**APPENDIX B – BY-LAW NO. 4**

Please see attached.

**INVESTOR RIGHTS AGREEMENT**

**ENTERED INTO BETWEEN**

**NORDSTAR CAPITAL LP**

**RDL VENTURES INC.**

**HEDGEWOOD INC.**

**AND**

**VERTICALSCOPE HOLDINGS INC.**

**DATED AS OF JUNE 14, 2021**

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## INVESTOR RIGHTS AGREEMENT

This agreement is entered into as of June 14, 2021.

- BETWEEN:** **NORDSTAR CAPITAL LP**, a limited partnership formed under the laws of Ontario (“**NordStar**”), acting through its general partner, NordStar Capital Inc.;
- AND:** **RDL VENTURES INC.**, a corporation formed under the laws of Ontario (“**RDL**”);
- AND:** **HEDGEWOOD INC.**, a corporation continued under the laws of the Cayman Islands (“**Hedgewood**” and together with NordStar and RDL, the “**Principal Shareholders**”);
- AND:** **VERTICALSCOPE HOLDINGS INC.**, a corporation formed under the laws of Ontario (the “**Company**”);

**WHEREAS** the Company is contemplating an underwritten initial public offering of Subordinate Voting Shares (as defined herein) pursuant to a base PREP prospectus filed with Canadian Securities Regulators (as defined herein) (the “**IPO**”);

**AND WHEREAS**, following the IPO, NordStar will be the beneficial owner of or exercise control or direction over 7,860,505 Subordinate Voting Shares (as defined herein);

**AND WHEREAS**, following the IPO, RDL will be the beneficial owner of or exercise control or direction over 2,957,265 Multiple Voting Shares (as defined herein);

**AND WHEREAS**, following the IPO, Hedgewood will be the beneficial owner of or exercise control or direction over 3,111,557 Subordinate Voting Shares;

**AND WHEREAS** the Parties desire to set forth their agreements regarding the respective rights of each of the Principal Shareholders as significant Shareholders (as defined herein);

**NOW THEREFORE**, in view of the foregoing and the undertakings set forth herein and for other good and valid consideration (the receipt and sufficiency of which are hereby acknowledged by each Party), the Parties agree as follows:

### ARTICLE 1 DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this Agreement, the following terms have the meaning ascribed to them below:

“**Affiliate**” means, with respect to any specified Person, any other Person which directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with such specified Person. A Person is “controlled” by another Person or other Persons if: (1) in the case of a company or other body corporate wherever or however incorporated: (A) securities entitled to vote in the election of directors carrying in the aggregate at least a majority of the votes for the election of directors and representing in the aggregate at least a majority of the participating (equity) securities are held, other than by way of security only, directly or indirectly, by or solely for the benefit of the other Person or Persons; and (B) the votes carried in the aggregate by such securities are entitled, if exercised, to elect a majority of the board of directors of such company or other body corporate; (2) in the case of a Person that is an unincorporated entity other than a limited

partnership, at least a majority of the participating (equity) and voting interests of such Person are held, directly or indirectly, by or solely for the benefit of the other Person or Persons; or (3) in the case of a limited partnership, the other Person is the general partner of such limited partnership; and “controls,” “controlling” and “under common control with” shall be interpreted accordingly;

“**Agreement**”, “**this Agreement**”, “**the Agreement**”, “**hereof**”, “**herein**”, “**hereto**”, “**hereby**”, “**hereunder**” and similar expressions refer to this Agreement, including all the schedules hereto and all instruments completing, amending or confirming it, and the words “**article**”, “**section**”, “**subsection**” and “**paragraph**” refer to the article, section, subsection or paragraph in question of this Agreement;

“**Articles**” means the articles of the Company in effect immediately upon closing of the IPO, as the same may be further amended from time to time;

“**Base Shelf Prospectus**” means a base shelf prospectus within the meaning ascribed thereto in NI 44-102;

“**Board**” means the Board of Directors of the Company, as constituted from time to time;

“**Bought Deal**” means an Underwritten Offering as described in the definition of “bought deal agreement” in Section 7.1 of National Instrument 44-101 – *Short Form Prospectus Distributions*;

“**Business Day**” means a day which is not a Saturday, Sunday or legal holiday in Toronto, Ontario and which is a day on which the Exchanges on which the Subordinate Voting Shares are traded are open;

“**Canadian Securities Legislation**” means the Ontario Securities Act and any similar securities legislation of each of the provinces and territories of Canada, as amended from time to time, and the rules, regulations, blanket orders and orders and the forms and disclosure requirements made or promulgated under that legislation and the policies, instruments, bulletins and notices of one or more of the Canadian Securities Regulators;

“**Canadian Securities Regulators**” has the meaning ascribed to it in Schedule "A" hereof;

“**Company**” has the meaning ascribed to it in the recitals hereof;

“**Demand Registration**” has the meaning ascribed to it in subsection 3.2(a);

“**Demand Registration Notice**” has the meaning ascribed to it in subsection 3.2(a);

“**Demand Registration Right**” has the meaning ascribed to it in subsection 3.2(a);

“**Eligible Securities**” means all Subordinate Voting Shares or securities convertible, exercisable or exchangeable for Subordinate Voting Shares (including Multiple Voting Shares) which are held by a Principal Shareholder and its Affiliates, as long as they are held by such Principal Shareholder or one of its Affiliates;

“**Exchange**” means the Toronto Stock Exchange or any other stock exchange with an equivalent reputation on which the Subordinate Voting Shares may be listed for trading from time to time;

“**Exchange Rules**” means the rules and regulations of any Exchange on which the Subordinate Voting Shares are listed;

“**Government Authority**” means a tribunal, government authority, ministry, department, directorate, commission, council, office, agency or legal person established in the public interest in

Canada or the United States or a province, state, territory, country, municipality, region or other political body, whether local or foreign, which is currently constituted or exists or which will be constituted, and which has jurisdiction with respect to the activities carried on by any one of the Parties;

“**Hedgewood**” has the meaning ascribed to it in the recitals hereof;

“**Hedgewood Nominee**” has the meaning ascribed to it in subsection 2.2(a);

“**Indemnified Party**” has the meaning ascribed to it in section 4.4;

“**Indemnifying Party**” has the meaning ascribed to it in section 4.4;

“**IPO**” has the meaning ascribed to it in the recitals hereof;

“**Management Proxy Circular**” means a proxy circular issued by management of the Company dealing with the election of the Company’s directors, among other things;

“**Multiple Voting Shares**” means the Multiple Voting Shares in the capital stock of the Company;

“**NI 44-102**” means National Instrument 44-102 – *Shelf Distributions*;

“**NI 52-110**” means National Instrument 52-110 – *Audit Committees*;

“**Nominees**” means the Hedgewood Nominee, NordStar Nominee(s) and RDL Nominee and “**Nominee**” means any one of them;

“**NordStar**” has the meaning ascribed to it in the recitals hereof;

“**NordStar Nominee**” has the meaning ascribed to it in subsection 2.2(a);

“**Offering Costs**” means all the fees and incidental costs related to the execution of a Public Offering contemplated herein, including: (a) the listing and filing fees charged by the Canadian Securities Regulators, FINRA or the Exchange, (b) the fees and costs related to compliance with applicable Canadian Securities Legislation, (c) printing, photocopy, messenger, delivery and translation costs, (d) the costs incurred in connection with any road show and marketing activities, (e) the fees, costs and reasonable disbursements of the legal and financial advisers of the Company relating to a Public Offering, (f) the fees, costs and reasonable disbursements of the Company’s auditors relating to a Public Offering, including the costs related to any audit or comfort letters, (g) all rating agency fees, where applicable, (h) all costs of transfer agents, depositaries and registrars, (i) the costs and fees associated with the preparation and filing of a Prospectus amendment or supplement, and (j) the underwriters’ commission;

“**OBCA**” means the *Business Corporations Act* (Ontario) as amended from time to time and any legislation replacing it;

“**Ontario Securities Act**” means the *Securities Act* (Ontario), as amended from time to time, and any legislation replacing it;

“**Parties**” means the Company and the Principal Shareholders and each of their respective successors and permitted assigns, and “**Party**” means any one of them;

“**Person**” means a natural person, a legal person with or without share capital, corporation, partnership, joint venture, entity, unincorporated association, consortium, business, sole proprietorship, trust, pension fund, union, council, tribunal, Government Authority and, with respect

to a director of the Company, means a natural person only;

**"Piggyback Notice"** has the meaning ascribed to it in subsection 3.3(a);

**"Piggyback Registration"** has the meaning ascribed to it in subsection 3.3(a);

**"Piggyback Registration Right"** has the meaning ascribed to it in subsection 3.3(a);

**"Portion Subject to Piggyback Registration"** has the meaning ascribed to it in subsection 3.3(a);

**"Principal Shareholders"** has the meaning ascribed to it in the recitals, and **"Principal Shareholder"** means any one of them;

**"Prospectus"** means a preliminary prospectus or prospectus according to the meaning ascribed to that term in applicable Canadian Securities Legislation and, where the context requires, means a prospectus supplement (together with the corresponding Base Shelf Prospectus);

**"Public Offering"** means an offering of Subordinate Voting Shares or securities convertible, exercisable or exchangeable for Subordinate Voting Shares through a Prospectus in accordance with applicable Canadian Securities Legislation;

**"RDL"** has the meaning ascribed to it in the recitals hereof;

**"RDL Nominee"** has the meaning ascribed to it in subsection 2.2(b);

**"Registration Rights"** means the Demand Registration Rights, Piggyback Registration Rights and any other piggyback registration right which may be included or deemed to be included in this Agreement pursuant to section 3.7;

**"Requesting Shareholder"** has the meaning ascribed to it in subsection 3.2(a);

**"Selling Shareholder"** means any Principal Shareholder who has exercised a Demand Registration Right or a Piggyback Registration Right;

**"Selling Shareholder Information"** has the meaning ascribed to it in Schedule "A" hereof;

**"Selling Shareholder Indemnified Parties"** has the meaning ascribed to it in subsection 4.2(a);

**"Selling Shareholder's Offering Costs"** means all internal costs, expenses and disbursements of a Selling Shareholder related to a Public Offering, including the costs, expenses and disbursements of its officers, internal and external consultants and advisers and employees performing legal or accounting duties;

**"Shareholders"** means, from time to time, the registered or beneficial holders of one or more Shares or other securities in the capital stock of the Company;

**"Shares"** means the Multiple Voting Shares and the Subordinate Voting Shares in the capital stock of the Company;

**"Subordinate Voting Shares"** means the Subordinate Voting Shares in the capital stock of the Company; and

**"Underwritten Offering"** means the sale of securities of the Company to an underwriter in connection with a Public Offering.

## **1.2 Time of the essence**

Time shall be of the essence herein. No extension, waiver or amendment of a provision of this Agreement shall be deemed to affect this provision and there shall be no implicit waiver of this provision.

## **1.3 References to NordStar**

In this Agreement, the term “NordStar” also includes the Affiliates of NordStar in establishing whether it acquires, is the beneficial owner of, or exercises control or direction over Eligible Securities, as contemplated herein.

## **1.4 References to RDL**

In this Agreement, the term “RDL” also includes its Affiliates in establishing whether it acquires, is the beneficial owner of, or exercises control or direction over Eligible Securities, as contemplated herein.

## **1.5 References to Hedgewood**

In this Agreement, the term “Hedgewood” also includes its Affiliates in establishing whether it acquires, is the beneficial owner of, or exercises control or direction over Eligible Securities, as contemplated herein.

## **1.6 Calculation of time**

Unless indicated otherwise, the periods during or after which an action is to be taken are calculated excluding the day the period begins and including the day the period ends.

## **1.7 Business Days**

When an action to be taken hereunder must be taken on a day which is not a Business Day, it shall be taken on the next Business Day.

## **1.8 Headings**

The descriptive headings which precede the articles, sections and subsections of this Agreement are included for ease of reference only and are not intended to be comprehensive or accurate descriptions of the content thereof. The dividing of this Agreement into articles, sections, subsections and paragraphs shall not affect the interpretation of this Agreement.

## **1.9 Number and gender**

Words importing the singular number include the plural and *vice versa* and words importing gender include all genders.

## **1.10 References to statutes**

Any reference to a statute means the statute in force on the date of this Agreement (with all regulations thereunder) as amended, re-enacted, codified, revised or replaced from time to time, and any statute which replaces it, unless indicated otherwise.

## **1.11 Including**

The words “include”, “including” and “in particular” in this Agreement are deemed to be followed by the words “without limitation”, whether or not they are followed by such words or words with the same meaning.

## 1.12 Effectiveness

This Agreement shall become effective immediately upon closing of the IPO.

## ARTICLE 2 BOARD NOMINATION RIGHTS

### 2.1 Size and composition of the Board

- (a) The Board will consist of seven (7) directors unless each of the Principal Shareholders then having a right to designate a Nominee to the Board under section 2.2 consents to an increase or decrease to the number of directors comprising the Board.
- (b) The directors who are not Nominees shall be independent within the meaning of NI 52-110 (unless otherwise agreed to by each of the Principal Shareholders then having a right to designate a Nominee to the Board under section 2.2).

### 2.2 Right of each Principal Shareholder to designate a Nominee to the Board

- (a) NordStar shall have the right, pursuant to the terms and subject to the conditions set forth in this Article 2 and applicable Canadian Securities Legislation, to designate two individuals (each, a “**NordStar Nominee**”) to form part of the list of Board nominees proposed by the Board and included in a Management Proxy Circular, provided that NordStar beneficially owns, or exercises control or direction over, at least 15% of the Shares (on a non-diluted basis). Such number shall be reduced to one NordStar Nominee if NordStar ceases to beneficially own, or exercise control or direction over, at least 15% of the Shares. In the event that NordStar ceases to beneficially own, or exercise control or direction over, at least 7.5% of the Shares, NordStar shall no longer have the right to designate any member of the Board. One of the NordStar Nominees designated by NordStar under this subsection 2.2(a) shall be Mr. Paul Rivett (provided Mr. Rivett remains eligible as a Nominee pursuant to subsection 2.3(b)), other than in the event of the resignation, death or incapacity of Mr. Rivett, in which case NordStar shall be entitled to recommend another Person as Nominee in accordance with subsection 2.3(d).
- (b) RDL shall have the right, pursuant to the terms and subject to the conditions set forth in this Article 2 and applicable Canadian Securities Legislation, to designate one individual (the “**RDL Nominee**”) to form part of the list of Board nominees proposed by the Board and included in a Management Proxy Circular, provided that RDL beneficially owns, or exercises control or direction over, at least 7.5% of the Shares (on a non-diluted basis) or Mr. Rob Laidlaw is the Chief Executive Officer or other executive officer of the Company. In the event that RDL ceases to beneficially own, or exercise control or direction over, at least 7.5% of the Shares and Mr. Laidlaw is no longer acting as the Chief Executive Officer or other executive officer of the Company, RDL shall no longer have the right to designate any member of the Board. For so long as Mr. Laidlaw is the Chief Executive Officer or other executive officer of the Company, the RDL Nominee shall be him provided Mr. Laidlaw remains eligible as a Nominee pursuant to subsection 2.3(b) of this Agreement.
- (c) Hedgewood shall have the right, pursuant to the terms and subject to the conditions set forth in this Article 2 and applicable Canadian Securities Legislation, to designate one individual (the “**Hedgewood Nominee**”) to form part of the list of Board nominees proposed by the Board and included in a Management Proxy Circular, provided that Hedgewood beneficially owns, or exercises control or direction over, at least 7.5% of the Shares (on a non-diluted basis). In the event that Hedgewood ceases to beneficially own, or exercise control or direction over, at least 7.5% of the Shares, Hedgewood shall no longer have the right to designate any member of the Board.

### 2.3 Nomination Conditions and Procedures

- (a) As long as a Principal Shareholder has a right to designate a Nominee to the Board under section 2.2, the Company shall include such Nominee in any Management Proxy Circular, and take the necessary steps to ensure that the rights of the nominating Principal Shareholder are respected, including recommending that Shareholders vote in favour of the election of the Nominees to the Board and soliciting proxies or consents from Shareholders in favour of the election thereof, and to support such Nominee for election in a manner no less rigorous and favourable in which the Company supports its other director nominees.
- (b) Notwithstanding the foregoing, to be eligible as a Nominee, the Nominee must be eligible to be a corporate director pursuant to the OBCA, applicable Canadian Securities Legislation and Exchange Rules, consent in writing to act as a director of the Company and, in the case of NordStar, where there are two NordStar Nominees, at least one Nominee must be independent within the meaning of NI 52-110.
- (c) The Company shall notify each of the Principal Shareholders of its intention to hold an annual meeting of Shareholders (or a special meeting at which the Shareholders are to vote for the election of directors) at least forty-five (45) days and no more than seventy-five (75) days before its Management Proxy Circular relating to such meeting is anticipated to be approved by the Board, subject to a shorter notification period with the consent of each of the Principal Shareholders. Each Principal Shareholder shall have the right to notify the Company of the Nominees designated by it in accordance with section 2.2 at any time, but at least fifteen (15) days before the said approval, failing which such Principal Shareholder shall be deemed to have designated the same Nominee that serves as a director of the Company at such time, subject to such individual satisfying the conditions for re-appointment to the Board in subsection 2.3(b).
- (d) Before the first annual meeting of Shareholders following the date of this Agreement, or if the Person designated by a Principal Shareholder as Nominee ceases to be a director of the Company or if the Board position held by the Nominee otherwise becomes vacant, the Principal Shareholder shall be entitled to recommend another Person as Nominee to replace such Nominee, and such Person shall be appointed by the Board as soon as reasonably possible, insofar as the OBCA, applicable Canadian Securities Legislation and Exchange Rules allow, for a term ending at the close of the next annual meeting of Shareholders. Failing such a recommendation by the Principal Shareholder, the Board may fill the vacancy, but only if it is required to do so to comply with the OBCA, applicable Canadian Securities Legislation and Exchange Rules, provided such director thereby designated by the Board resigns as soon as the Principal Shareholder decides to put forward a Nominee to fill such vacancy.
- (e) Until the earliest to occur of the following events: (i) NordStar beneficially owning, or exercising control or direction over, less than 19.99% of the issued and outstanding Shares (on a non-diluted basis); (ii) the fifth anniversary of the closing date of the IPO; or (iii) the termination of Mr. Laidlaw as the Chief Executive Officer of the Company, other than if such termination is for gross misconduct (as such term is defined in Mr. Laidlaw's employment agreement with the Company), RDL and the Permitted Holders (as such term is defined in the Articles), and the permitted assigns, beneficiaries or nominees of such Persons having any control or direction over the Multiple Voting Shares, shall not be entitled to vote any Multiple Voting Shares beneficially owned or controlled by them in respect of the election of directors who are not nominated by the Principal Shareholders pursuant to section 2.2. Upon the earliest to occur of the foregoing events, the Multiple Voting Shares may be voted with respect to the election of all of the directors of the Company, including those not nominated by the Principal Shareholders.

- (f) Subject to compliance by the Company with its obligations in section 2.2(a), the Principal Shareholders shall vote all of the Shares they own in favour of the election of the Nominees of the Principal Shareholders.

## 2.4 Additional Matters

During the period of time commencing on the date of this Agreement and ending on the first to occur of the following events: (i) the fifth anniversary of the closing date of the IPO; (ii) NordStar beneficially owning, or exercising control or direction over, less than 19.99% of the issued and outstanding Shares (on a non diluted basis); or (iii) the termination of Mr. Laidlaw as the Chief Executive Officer of the Company, other than if such termination is for gross misconduct (as such term is defined in Mr. Laidlaw's employment agreement with the Company):

- (a) if NordStar has the right to designate a NordStar Nominee under section 2.2, NordStar shall also be entitled to have Mr. Paul Rivett serve as Chair of the Board, other than in the event of the death, resignation or incapacity of Mr. Rivett, in which case NordStar shall no longer have the right to designate a NordStar Nominee to serve as Chair; and
- (b) if Mr. Laidlaw is no longer acting as the Chief Executive Officer of the Company as a result of his death, resignation or incapacity, then RDL and the Permitted Holders (as such term is defined in the Articles), and the permitted assigns, beneficiaries or nominees of such Persons having any control or direction over the Multiple Voting Shares, shall automatically be deemed to have exercised his, her or its rights under subsection 1.2(4) (Voluntary Conversion) of the Articles to convert any Multiple Voting Shares owned or controlled by them into Subordinate Voting Shares, with immediate effect, and the Company shall take all steps necessary to give effect to such conversion in the manner set forth in subsection 1.2(5) (Automatic Conversion) of the Articles.

## 2.5 Board Observer

- (a) Hedgewood shall have the right (but not the obligation) to designate Jesse Rasch to act as a non-voting observer (the "**Hedgewood Observer**") to attend all meetings of the Board, such right exercisable at the sole discretion of Hedgewood by delivery of notice in writing to the Company.
- (b) The Hedgewood Observer shall be entitled to: (i) receive notice of and to attend all meetings of the Board; (ii) to the extent permitted by the Chair of the Board, acting reasonably, take part in discussions of matters brought before the Board; (iii) receive all notices, consents, minutes, documents and other information and materials that are sent to members of the Board; and (iv) receive copies of all written resolutions proposed to be adopted by the Board, including any resolutions as approved, each at substantially the same time and in substantially the same manner as the members of the Board.
- (c) Notwithstanding subsection 2.4(b), the Hedgewood Observer shall not be entitled to: (i) vote on any matters brought before the Board; or (ii) attend or receive materials relating to (x) meetings or portions of meetings of the Board comprised exclusively of the independent directors; (y) meetings of any committee of the Board; or (z) meetings or portions of meetings of the Board where the Board reasonably determines that (A) access to any such materials or attendance at such meetings or portions of meetings is reasonably likely to violate the terms of any confidentiality agreement to which the Company is subject or adversely affect the preservation of any attorney-client privilege; or (B) there could be a potential conflict as a matter of applicable corporate law as a result of the topic of discussion in the Board meeting relating to the Hedgewood Observer.
- (d) In no event shall the Hedgewood Observer (i) be deemed to be a member of the Board nor be required for the purposes of establishing a quorum; (ii) have or be deemed to have, or

otherwise be subject to, any fiduciary duties to the Company or its shareholders; (iii) have the right to propose or offer any motions or resolutions to the Board; or (iv) be entitled to any compensation from, or to benefit from any director or officer insurance coverage provided by, the Company.

- (e) Hedgewood will cause the Hedgewood Observer to enter into a confidentiality agreement with the Company in form and substance satisfactory to Hedgewood and the Company, each acting reasonably, and to agree to be bound by the Company's policies, including without limitation the Company's insider trading policy.
- (f) The rights set forth in this section 2.4 shall terminate in the event Hedgewood no longer has a right to designate a Nominee to the Board under section 2.2.

### ARTICLE 3 REGISTRATION RIGHTS

#### 3.1 Registration Rights

Each Principal Shareholder shall have the right to benefit from the Registration Rights according to the terms and subject to the conditions set forth in this Article 3.

#### 3.2 Demand Registration Rights

- (a) Each Principal Shareholder which, in each case along with its Affiliates, holds at least 7.5% of the issued and outstanding Shares (on a non-diluted basis) may, upon written notice to the Company, ask the Company to make a Public Offering in Canada (in those provinces and territories in which it is already a reporting issuer) (the "**Demand Registration Right**") for Eligible Securities then held by the Principal Shareholder and its Affiliates (the "**Requesting Shareholder**"). All requests submitted under this section 3.2 shall specify the total number or amount of Eligible Securities to be included in the Public Offering as well as the terms for making the said Public Offering and the underwriter(s) who will conduct it (the "**Demand Registration Notice**"). The Company shall, subject to applicable Canadian Securities Legislation, make reasonable commercial efforts so that the Eligible Securities for which a Requesting Shareholder exercises its Demand Registration Right are qualified for distribution according to the terms set forth in the Demand Registration Notice as soon as practicable, but in any event, within 45 days following receipt of the Demand Registration Notice (other than by way of a Bought Deal) by the Company (a "**Demand Registration**"), and the procedures set forth in Schedule A shall apply. Notwithstanding the foregoing, (i) the Company will, subject to applicable Canadian Securities Legislation, satisfy any Demand Registration at any time that a Base Shelf Prospectus is effective by filing a Prospectus supplement as soon as practicable, but in any event within 30 days following receipt of the Demand Registration Notice, and (ii) in the event the Demand Registration is to be made pursuant to a Bought Deal in accordance with this Agreement, the Company shall attend to such preparations and filings as soon as is practicable in the circumstances taking into account the speed and urgency under which Bought Deals are conducted.
- (b) The Company shall not be required under this Article 3 to effect a registration of Eligible Securities in connection with a Demand Registration (i) within 180 days of the closing date of the IPO; (ii) before the 90<sup>th</sup> day following the date on which a receipt was issued to the Company with respect to any final Prospectus filed by the Company (other than a base shelf prospectus); (iii) more than two (2) times within a twelve (12)-month period; (iv) in the event the Company determines in good faith that (x) either (A) the effect of the filing of the Prospectus could impede the ability of the Company to consummate a significant transaction (including, without limitation, a financing, an acquisition, a restructuring or a merger) or proceed with or continue negotiations or discussions in relation thereto, or

(B) there exists at the time material non-public information relating to the Company that the Company has a *bona fide* business purpose for preserving as confidential and the disclosure of which would be adverse to the Company and (y) that it is therefore in the best interests of the Company to delay the filing of a Prospectus at such time, in which case the Company's obligations under this section 3.2 shall be deferred for a period of not more than 90 days from the date of receipt of the request of the Requesting Shareholder (provided that such right of deferral may not be exercised more than twice in any one year period) or (v) in respect of a number of Eligible Securities that is reasonably expected to result in gross proceeds of less than CAN\$10,000,000.

- (c) In the Demand Registration Notice, the Requesting Shareholder shall indicate the intention to offer the Eligible Securities in connection with an Underwritten Offering (and whether by way of Bought Deal or otherwise). If the Requesting Shareholder wishes to carry out the Demand Registration as an Underwritten Offering, the Requesting Shareholder and the Company shall enter into an underwriting agreement with the underwriters chosen by the Requesting Shareholder (which shall be satisfactory to the Company, acting reasonably), containing the representations and warranties of the Company and other terms and conditions usually found in underwriting agreements respecting secondary offerings. A Requesting Shareholder's participation in, and the Company's completion of, the Underwritten Offering is conditional upon the Requesting Shareholder and the Company agreeing that the terms of any underwriting agreement are satisfactory to them, acting reasonably. The Company shall be entitled to retain counsel of its choice to assist it in fulfilling its obligations under this section 3.2.
- (d) The Company shall have the right to include, in any Demand Registration, Eligible Securities or other securities which are not Eligible Securities representing up to 15% of the number of Eligible Securities subject to such Demand Registration. Notwithstanding the foregoing, if the underwriters, acting in good faith, determine that there are marketing-related factors which would limit the number of Eligible Securities and other securities, if any, then the Company shall include in such registration (i) first, the number of Shares the Selling Shareholders propose to sell (with any reduction to be allocated between the Selling Securityholders on a pro rata basis) and (ii) second, the number of other securities if any, that may be accommodated in such registration determined by the underwriters, acting in good faith.

### 3.3 Piggyback Registration Rights

- (a) If the Company plans to make one or more Public Offerings for its own behalf, on behalf of Shareholders other than a Principal Shareholder, on behalf of all of them, or if it has received a Demand Registration Notice pursuant to section 3.2, it shall give each Principal Shareholder which, in each case along with its Affiliates, holds at least 5% of the issued and outstanding Shares (on a non-diluted basis) (other than to the Requesting Shareholder in the case of a Public Offering pursuant to a Demand Registration) written notice of the planned Public Offering at least ten (10) Business Days in advance of filing the preliminary Prospectus or Prospectus supplement for such Public Offering (the "**Piggyback Notice**"). Upon receipt of the Piggyback Notice, each Principal Shareholder thus notified shall have five (5) Business Days to indicate whether it wishes to include a specific number of Eligible Securities in the Public Offering (the "**Piggyback Registration Right**"), such number not to exceed its proportionate share of the Public Offering, i.e. a fraction the numerator of which corresponds to the product obtained by multiplying (a) the total number of Eligible Securities then held by each Principal Shareholder and its Affiliates by (b) the total number of Subordinate Voting Shares to be included in the Public Offering on behalf of the Company and on behalf of one or more Shareholders, and the denominator of which corresponds to the total number of Subordinate Voting Shares issued and outstanding immediately before completion of the Public Offering (the "**Portion Subject to Piggyback Registration**"). The Company shall make every commercially reasonable effort to ensure

that a receipt or notice of effectiveness is issued, or a Prospectus supplement is filed, in each case as required, for any Prospectus relating to the Eligible Securities for which the Selling Shareholder exercised its Piggyback Registration Rights and that they are included in the Public Offering (a "**Piggyback Registration**"), and the procedures set forth in Schedule "A" shall apply.

- (b) The Company shall not be required under this Article 3 to effect a registration of Eligible Securities ancillary to the registration of its securities in connection with any Public Offering relating or pursuant to: (i) dividend reinvestment plans; (ii) the acquisition of other businesses or in connection with a merger, business combination, exchange offer, takeover bid, arrangement, asset purchase or other type of acquisition of assets or shares held by a third party or a reorganization in each case which is approved by the Board, or (iii) the grant of awards or issuance of securities under any equity-based compensation or similar arrangements.
- (c) Notwithstanding any provision to the contrary herein, if a Public Offering is to be conducted as a Bought Deal, the ten (10) Business Day written notice required for the Piggyback Notice and the five (5) Business Day deadline following receipt of the Piggyback Notice set forth in this section 3.3 shall not apply and the Company shall send each Principal Shareholder the prior notice as quickly as possible under the circumstances, taking into account the speed and urgency with which Bought Deals are currently conducted according to usual market practice, and each Principal Shareholder shall only have such amount of time as is practicable under the circumstances to notify the Company whether or not it will participate in the Bought Deal, failing which the Company shall be free to proceed with the Bought Deal without the Principal Shareholders' participation.
- (d) Notwithstanding the foregoing, if, in connection with a Piggyback Registration (other than if initiated by a Requesting Shareholder), the lead underwriter(s) notify the Company that, in their reasonable judgement, the inclusion of requested Eligible Securities in such Public Offering exceeds the number of securities which may be sold in an orderly manner in connection with such Public Offering, within a price range reasonably acceptable to the Company, or that marketing-related factors require that the number of securities which may be included in such Public Offering be limited, the Company shall include in such Public Offering the portion of the Eligible Securities determined by such lead underwriter(s), according to the following priority:
  - (i) first, the securities offered by the Company on its own behalf; and
  - (ii) second, if there are additional securities which can be underwritten within a price range reasonably acceptable to the Company, given marketing-related factors, without leading to undue repercussions on the Public Offering of the offered securities after taking into account the inclusion of all the securities required according to subsection 3.3(d)(i) above, the Eligible Securities for which the Principal Shareholders could exercise their Piggyback Registration Right, proportionally among the Principal Shareholders participating in the Public Offering based on the number of Eligible Securities each Principal Shareholder owns or over which it exercises control or direction, provided that, if Eligible Securities requested to be included in such Public Offering are not otherwise included in such Public Offering, the Eligible Securities which are not included shall be included, to the fullest extent possible and according to the priority indicated in this subsection 3.3(d)(ii) as it relates to the Principal Shareholders participating in the Public Offering, in connection with an over-allotment option granted to the underwriters in connection with such Public Offering for the number of Eligible Securities requested to be included in such Public Offering and which were not otherwise included in such Public Offering, up to the Portion Subject to Piggyback Registration.

- (e) Notwithstanding the foregoing, if, in connection with a Piggyback Registration initiated by a Requesting Shareholder, the lead underwriter(s) notify the Company that, in their reasonable judgement, the inclusion of requested Eligible Securities in such Public Offering exceeds the number of securities which may be sold in an orderly manner in connection with such Public Offering, within a price range reasonably acceptable to the Company, or that marketing-related factors require that the number of securities which may be included in such Public Offering be limited, the Company shall include in such Public Offering the portion of the Eligible Securities determined by such lead underwriter(s) according to the priority set out in subsection 3.2(d).

### **3.4 Withdrawal of Eligible Securities**

- (a) Any Selling Shareholder shall have the right to withdraw its request to have its Eligible Securities included in a Demand Registration or Piggyback Registration under sections 3.2 and 3.3, as the case may be, by giving the Company written notice of its withdrawal request, provided that:
  - (i) such request is made in writing before the enforceable underwriting commitment (such as a bought deal letter) or the underwriting agreement regarding such Public Offering is signed; and
  - (ii) such withdrawal is irrevocable and, once made, the Selling Shareholder shall no longer have the right to include its Eligible Securities in the Public Offering regarding which such withdrawal was made.
- (b) Provided the Selling Shareholder withdraws all its Eligible Securities from a Demand Registration or Piggyback Registration in accordance with subsection 3.4(a) before a preliminary Prospectus or Prospectus supplement is filed the Selling Shareholder shall be deemed not to have participated in or requested such Demand Registration or Piggyback Registration, as applicable.

### **3.5 Costs**

- (a) In the case of a Demand Registration effected in accordance with section 3.2 or a Piggyback Registration effected in accordance with section 3.3, the Offering Costs shall be paid by the Company; provided, however, any Selling Shareholder shall be responsible for the Selling Shareholder's Offering Costs and its share of the commission payable to the underwriters in connection with a Demand Registration or a Piggyback Registration effected through a Public Offering.
- (b) However, the Company shall not be required to pay the Offering Costs related to a Demand Registration effected in accordance with section 3.2 hereof if the Registration Request is withdrawn at any time, at the Requesting Shareholder's request (in which case such costs shall be paid by the Requesting Shareholder, but the Company shall make reasonable efforts to minimize such costs as soon as it becomes aware that the Requesting Shareholder has withdrawn the registration request).

### **3.6 Registration in the United States**

If the Company proposes to file a registration statement for the distribution of Subordinate Voting Shares to the public in the United States, the Parties shall, prior to such distribution taking place, supplement this Agreement so as to provide the Principal Shareholders with registration rights enabling the distribution of Eligible Securities to the public in the United States that are substantially equivalent to the registration rights provided under this Agreement, including, without limitation, demand registration rights and piggyback registration rights upon terms and conditions substantially equivalent to the terms and

conditions set forth in sections 3.2 and 3.3, respectively, and provisions relating to payment of costs and indemnification upon terms and conditions substantially equivalent to the terms and conditions set forth in section 3.5 and Article 4, respectively.

### **3.7 Other Registration Rights**

In the event the Company grants a Registration Right to any Shareholder or future Shareholder other than a Principal Shareholder, the Company agrees to grant such Registration Rights, other than with the written consent of each Principal Shareholder which holds, along with its Affiliates, at least 7.5% of the issued and outstanding Shares, only insofar as they do not contain any term or condition in favour of such Shareholder or future Shareholder which is more favourable than the Registration Rights granted to the Principal Shareholders under this Article 3, and that, in the event there are terms or conditions of such nature in favour of such Shareholder or future Shareholder, they shall automatically be deemed to be included in this Article 3 and its amendments in favour of the Principal Shareholders, with appropriate amendments as the context may require.

## **ARTICLE 4 DUE DILIGENCE; INDEMNIFICATION**

### **4.1 Establishment; reasonable investigation**

In connection with the exercise by a Selling Shareholder of a Registration Right, and in connection with any participation by a Principal Shareholder in a Public Offering involving securities of the Company, the Company shall give any such Principal Shareholder, the underwriter(s) of a Public Offering or any other party identified by the Principal Shareholder as having a valid interest in the transaction, as well as their respective legal advisers and auditors, the opportunity to participate in the preparation of the documentation necessary to carry out the transaction, and each of its amendments or supplements. The Company shall give each of them reasonable and usual access to the books and records of the Company as well as the reasonable and usual possibility of discussing the Company's activities with its officers, auditors and legal advisers and to make any reasonable and usual due diligence which the latter may reasonably request, provided such Persons agree to keep such information confidential.

### **4.2 Indemnification by the Company**

- (a) In connection with a Demand Registration or a Piggyback Registration, the Company shall indemnify and hold harmless to the fullest extent permitted by law any Selling Shareholder and its Affiliates as well as each of their respective directors, officers, employees, mandataries, shareholders and partners (collectively, the "**Selling Shareholder Indemnified Parties**"), with respect to any loss (excluding loss of profit), liability, claim, damages and costs whatsoever, including the sums paid in settlement of an investigation, ordinance, order, litigation, lawsuit or claim, whether joint or solidary, suffered or incurred, stemming from or based on a misrepresentation or alleged misrepresentation of a material fact contained in a Prospectus, or an amendment thereof, including all documents incorporated therein by reference, or the omission or alleged omission of a material fact which must be disclosed in it or that is necessary to make the statements made therein not misleading in light of the circumstances in which they were made, or suffered or incurred and stemming from or based on the failure to comply with applicable Canadian Securities Legislation (other than the Selling Shareholder's failure to comply with applicable Canadian Securities Legislation); however, the Company shall not be liable under this section 4.2 for any settlement of an action made without its written consent, which consent shall not be unreasonably denied or delayed; in addition, the indemnity contemplated by this section 4.2 with regard to the Selling Shareholder shall not apply to a loss, liability, claim, damages or costs insofar as they stem from or are established based on a misrepresentation or omission or an alleged misrepresentation or omission (i) made, based on and in accordance with written information provided to the Company by or on behalf of the Selling Shareholder about the Selling Shareholder for the purpose of preparing the

Prospectus, or (ii) found in a Prospectus or a document incorporated by reference therein, in the case of a direct sale by the Selling Shareholder (including a sale of Eligible Securities through an underwriter whose services are retained by the Selling Shareholder in connection with an offering on behalf of the Selling Shareholder only), if the Selling Shareholder (or any Person acting on its behalf) has not sent or delivered a copy of the Prospectus to the Person asserting such loss, liability, claim, damages or costs within the times prescribed for such purpose in applicable Canadian Securities Legislation where such Prospectus corrected such misrepresentation or omission, after the Company provided the Selling Shareholder with a sufficient number of copies of such document within a time reasonably allowing the Selling Shareholder (or the Person acting on its behalf) to send or deliver the copy thereof within the times prescribed for such purpose in applicable Canadian Securities Legislation. All amounts paid by the Company to a Selling Shareholder Indemnified Party under this section 4.2 further to any such loss shall be reimbursed to the Company if a court determines in a final judgement without the possibility of appeal or review that such Selling Shareholder Indemnified Party was not entitled to indemnification by the Company.

- (b) It is understood that the indemnification rights contemplated by subsection 4.2(a) may be exercised by the Selling Shareholder or its Affiliates, and shall not be affected in any manner by the exercise or failure to exercise such indemnification rights or the waiver thereof, in whole or in part, by another Shareholder which is not the Selling Shareholder's Affiliate.

#### **4.3 Indemnification by the Selling Shareholder**

- (a) In connection with a Demand Registration or Piggyback Registration, any Selling Shareholder shall indemnify and hold harmless to the extent permitted by law the Company and its Affiliates as well as each of their respective directors, officers, employees, mandataries and shareholders, with respect to any loss (excluding loss of profit), liability, claim, damages and costs whatsoever, including the sums paid in settlement of an investigation, ordinance, order, litigation, lawsuit or claim, whether joint or solidary, suffered or incurred, stemming from or based on a misrepresentation or alleged misrepresentation of a material fact contained in a Prospectus or an amendment thereof, including all documents incorporated therein by reference, or its omission or alleged omission of a material fact which must be disclosed in it or that is necessary to make the statements made therein not misleading in light of the circumstances in which they were made, or suffered or incurred and stemming from or based on the failure to comply with applicable Canadian Securities Legislation by such Selling Shareholder (for greater certainty, other than the Company's, other Selling Shareholder(s) or any other party's failure to comply with applicable Canadian Securities Legislation) in connection with the applicable Demand Registration or Piggyback Registration, but, in any case, only regarding misrepresentations or omissions or alleged misrepresentations or omissions made in the Prospectus, including all documents incorporated therein by reference, and included based on and in accordance with written information provided to the Company by or on behalf of such Selling Shareholder about such Selling Shareholder for the purpose of preparing the Prospectus; however, the Selling Shareholder shall not be liable under this subsection 4.3(a) for any settlement of an action made without its written consent, which consent shall not be unreasonably denied or delayed; in addition, the indemnity contemplated by this subsection 4.3(a) shall not apply to a loss, liability, claim, damages or costs insofar as they stem from a misrepresentation or omission or an alleged misrepresentation or omission found in a Prospectus if the Company (or any Person acting on its behalf, including the Persons who participate as underwriters for the Offering or the sale of Eligible Securities in connection with a Demand Registration or Piggyback Registration, but other than an underwriter whose services are retained by the Selling Shareholder in connection with an Offering on behalf of the Selling Shareholder only) has not sent or delivered a copy of the Prospectus to the Person asserting such loss, liability,

claim, damages or costs at the latest at the time of remittance of written confirmation of a sale of securities covered thereby to such Person where such Prospectus corrected such misrepresentation or omission. The amounts paid by the Selling Shareholder to a Corporation Indemnified Party under this subsection 4.3(a) further to any such loss shall be reimbursed to the Selling Shareholder if a court determines in a final judgement without the possibility of appeal or review that such Corporation Indemnified Party was not entitled to indemnification by the Selling Shareholder.

- (b) Notwithstanding any provision of this Agreement or any other agreement, in connection with a Demand Registration or a Piggyback Registration, a Selling Shareholder shall not be liable for the indemnification hereunder for an amount greater than the net proceeds paid to it in connection with the Offering related to such Demand Registration or Piggyback Registration.

#### **4.4 Contestation of action by Indemnifying Parties**

Each party entitled to indemnification under this Article 4 (the “**Indemnified Party**”) shall give notice to the party that must provide indemnification (the “**Indemnifying Party**”) forthwith after such Indemnified Party gains actual knowledge of any claim regarding which an indemnity may be requested, but the failure to so notify the Indemnifying Party shall not release it from any liability it may have toward the Indemnified Party in accordance with this Article 4, other than to the extent of the damage or harm caused by such notification delay. The Indemnifying Party shall be responsible for contesting such action, and shall retain the services of the legal advisers of its choice to the reasonable satisfaction of the Indemnified Party, and pay the costs thereof. The Indemnified Party shall have the right to retain the services of its own legal advisers in such a case, but the attorneys’ fees and legal costs of such legal advisers shall be paid by the Indemnified Party, unless the retaining of the services of such legal advisers has been authorized in writing by the Indemnifying Party in connection with the contestation of such action or unless the Indemnifying Party failed to retain the services of legal advisers to be in charge of contesting such action or the Indemnified Party reasonably concludes, based on the opinion of legal advisers, that the representation of it and the Indemnifying Party by the same legal advisers would be inappropriate given their actual or potential diverging interests (in which case the Indemnifying Party shall not have the right to direct the contestation of such action on behalf of the Indemnified Party), and in all such cases the fees and reasonable costs shall be paid by the Indemnifying Party; provided further that the Indemnifying Party shall in no case be required to pay the costs of more than one law firm acting as legal advisers with respect to all the Indemnified Parties in accordance with this sentence. In connection with the contestation of such a claim or dispute, no Indemnifying Party shall consent, other than with the consent of each Indemnified Party, to a judgement or settlement which (i) does not include as an essential term the granting by the claimant to such Indemnified Party of a release from any liability regarding such claim or dispute, or (ii) covers an injunction or similar recourse which could give rise to the establishment of a custom or practice contrary to the current business interests of the Indemnifying Party.

#### **4.5 Survival**

The indemnification contemplated hereunder shall survive the expiry of this Agreement and shall remain in effect notwithstanding any investigation made by or on behalf of the Indemnified Party or an officer or director of or Person having control over such Indemnified Party and shall survive any transfer of securities thereunder in favour of the Selling Shareholder Indemnified Parties.

#### **4.6 Status as trustee**

Each Principal Shareholder hereby acknowledges and agrees that, with respect to this Article 4, the Company is binding itself for its own behalf and as mandatary of its Affiliates and the directors, officers, employees, mandataries, shareholders and partners of the Company and its Affiliates, which are Indemnified Parties. In this regard, the Company shall act as trustee for such Indemnified Parties of any Selling Shareholder’s undertakings under this Article 4 toward such Indemnified Parties and accepts such trusts and shall fulfil such undertakings on behalf of such Indemnified Parties.

The Company hereby acknowledges and agrees that, with respect to this Article 4, each Principal Shareholder is binding itself for its own behalf and as mandatary of its Affiliates and the directors, officers, employees, mandataries, shareholders and partners of the Principal Shareholder and its Affiliates, which are Indemnified Parties. In this regard, the Principal Shareholder shall act as trustee for such Indemnified Parties of any undertakings of the Company under this Article 4 toward such Indemnified Parties and accepts such trusts and shall fulfil such undertakings on behalf of such Indemnified Parties.

## **ARTICLE 5 OTHER UNDERTAKINGS BY THE COMPANY**

### **5.1 Maintaining of listing of Subordinate Voting Shares**

Throughout the term hereof, the Company shall use commercially reasonable efforts to maintain its status as a reporting issuer in all the provinces and territories of Canada and to maintain the listing of the Subordinate Voting Shares for trading on the Exchange.

## **ARTICLE 6 GENERAL**

### **6.1 Termination and survival**

This Agreement shall terminate on the earlier to occur of the following:

- (a) the date on which this Agreement is terminated by mutual consent of the Parties; or
- (b) the date on which no Principal Shareholder, in each case along with its Affiliates, holds more than 5% of the issued and outstanding Shares.

The terms of section 3.5, Article 4 (other than section 4.1) and this Article 6 shall survive the termination of this Agreement and shall remain in effect.

### **6.2 Severability**

If a term or condition of this Agreement is invalid, illegal or unenforceable pursuant to a rule, law or public policy, all the other terms and conditions of this Agreement shall remain in full effect as long as the financial or legal aspects of the transactions contemplated herein are not affected in a manner which would considerably harm a Party. If a term or condition is held to be invalid, illegal or unenforceable, the Parties shall negotiate in good faith in order to amend this Agreement in a manner which sets out, to the greatest extent possible, the initial intention of the Parties in an acceptable manner so that the transactions contemplated herein are carried out to the greatest extent possible.

### **6.3 Public filing**

The Parties hereby agree to the public filing of this Agreement if a Party is bound to do so by law or the applicable rules, regulations or policies of a regulatory organization or stock exchange having jurisdiction.

### **6.4 Adjustments**

Any reference herein to Eligible Securities and Shares shall be adjusted to take account of any share consolidation, split or reclassification or similar transactions which occur after the date hereof.

### **6.5 Other assurances**

Each Party shall provide the other documents or acts required by another Party which may be

reasonably necessary or desirable to achieve the objective of this Agreement and implement its terms.

#### **6.6 Assignment and benefit**

No Party may assign this Agreement or any right, benefit or obligation hereunder without the prior written consent of the other Parties, provided that (i) each Principal Shareholder has the right to assign this Agreement or the rights, benefits or obligations hereunder to an Affiliate without the prior consent of the Company, and (ii) if a Principal Shareholder assigns all its rights, benefits or obligations hereunder to an Affiliate, such Principal Shareholder shall remain bound to fulfil the obligations of such Affiliate hereunder. Notwithstanding the foregoing, (i) the Principal Shareholders shall not have the right to assign their Board nomination rights contemplated in sections 2.1 and 2.2, and (ii) this Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and assigns.

#### **6.7 Entire agreement**

This Agreement constitutes the entire agreement entered into between the Parties with respect to the matters referred to herein and replaces all prior agreements, negotiations and discussions pertaining to the subject matter hereof, including any summary of the principal rights and terms of governance exchanged between the Parties. No other restrictive clause, agreement, representation, warranty or condition, whether direct or ancillary, express or implied, forms part of or affects this Agreement other than as contemplated herein. This Agreement shall not be amended, added to or limited other than by a written agreement signed by the Parties.

#### **6.8 Waiver**

Other than as expressly indicated herein, no waiver of a term of this Agreement shall be enforceable unless it is set forth in writing and signed by the waiving party. No grace period granted by a Party or abstention by a Party shall constitute a waiver of such Party's right to require full and timely performance of all the undertakings set forth herein. The waiver of a term shall not be deemed to constitute a waiver of such term or any other term of this Agreement at any other time thereafter.

#### **6.9 Notice**

Any notice, request, demand or other communication which must or may be given or made by one Party to another hereunder shall be given or made in writing and delivered by hand or by a recognized messenger service, sent by e-mail or sent by registered or pre-paid mail, addressed as follows:

(a) to the Company:

Verticalscope Holdings Inc.  
111 Peter Street, Suite 901  
Toronto, ON M5V 2H1

Attention: Diane Yu, Chief Legal Officer  
Email: [REDACTED]

with a copy to (which shall not constitute a formal notice):

Norton Rose Fulbright Canada LLP  
222 Bay Street, Suite 3000, P.O. Box 53  
Toronto, ON M5K 1E7

Attention: Walied Soliman  
Email: walied.soliman@nortonrosefulbright.com

(b) to NordStar:

1 Yonge Street, 5<sup>th</sup> Floor  
Toronto, ON M5E 1E6

Attention: Paul Rivett  
Email: [REDACTED]

(c) RDL:

\_\_\_\_\_  
\_\_\_\_\_

Attention: Rob Laidlaw  
Email: [REDACTED]

(d) Hedgewood:

\_\_\_\_\_  
\_\_\_\_\_

Attention: Jesse Rasch  
Email: [REDACTED]

or to any other address of which the addressee may notify the sender from time to time. A notice delivered by hand or by messenger to the Party to whom it is addressed as indicated above shall be deemed to have been given and received the day it is delivered to such address. If such day is not a Business Day or if the notice is received after 4:30 p.m. (local time for the addressee), the notice shall be deemed to have been given and received on the next Business Day. Any notice sent by e-mail shall be deemed to have been given and received the day transmission is confirmed. If such day is not a Business Day or if the e-mail transmission is received after 4:30 p.m. (local time for the addressee) and is not confirmed, the notice shall be deemed to have been given and received on the first Business Day following its transmission.

**6.10 Counterparts; electronic signatures**

This Agreement may be signed in one or more counterparts, which shall each be deemed to be an original once signed and all such counterparts together shall constitute one and the same document. Regardless the date a counterpart is signed, each shall be deemed to bear the effective date first hereinabove indicated. This Agreement and the agreements and documents signed and delivered in accordance herewith, as well as the amendments made thereto, insofar as they are signed and delivered by digitized e-mail, via the Internet or any other means of electronic transmission, shall be treated in every regard and for all purposes as originals and shall be considered as having the same binding legal effect as if it was the original signed version delivered by hand.

**6.11 Governing law and dispute resolution**

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein (without giving effect to conflict of law principles). The Parties hereby submit to the exclusive jurisdiction of the courts of the Province of Ontario.

**6.12 Consent**

Where a term hereof requires the approval or consent of a Party and such approval or consent is not communicated in writing within the applicable time hereunder, the Party whose consent or approval is required shall be irrevocably deemed to have refused to give its approval or consent, other than as indicated

herein.

### **6.13 Third party beneficiaries**

The terms and conditions hereof shall only apply for the benefit of the Parties and their respective successors and assigns and, other than as contemplated in section 4.6, the Parties do not intend to confer rights on third party beneficiaries, and this Agreement does not confer any such right on third parties (including Shareholders) who are not parties to this Agreement.

### **6.14 Conflicting Provisions**

In the event of any conflict between the provisions of this Agreement and the Articles, the Parties intend that the provisions hereof shall prevail and the Principal Shareholders agree to take all appropriate steps to amend the Articles to be consistent herewith.

### **6.15 Recourse**

Each Party agrees that the granting of pecuniary damages would not constitute an adequate recourse for losses suffered as a result of a breach of this Agreement and that, in the event of a real or imminent breach of this Agreement by a Party, the other Parties, as the case may be, shall be entitled to equitable redress, including an injunction and performance in kind. Such recourses shall not constitute exclusive recourses in the case of a real or imminent breach of this Agreement but shall be in addition to the recourses available in law or equity.

***[The rest of the page is intentionally left blank.]***

**IN WITNESS WHEREOF**, the Parties have signed this Agreement on the date first hereinabove written.

**NORDSTAR CAPITAL LP, by its General Partner,  
NORDSTAR CAPITAL INC.**

Per: “Paul Rivett”

Name: Paul Rivett

Title: Chairman

**RDL VENTURES INC.**

Per: “Rob Laidlaw”

Name: Rob Laidlaw

Title: Director

**HEDGEWOOD INC.**

Per: “Jesse Rasch”

Name: Jesse Rasch

Title: Director

**VERTICALSCOPE HOLDINGS INC.**

Per: “Diane Yu”

Name: Diane Yu

Title: Chief Legal Officer

**SCHEDULE "A" – REGISTRATION PROCEDURES****1.1. Registration procedures**

With respect to the Company's obligations regarding the Demand Registration or Piggyback Registration hereunder effected through a Public Offering, the Company shall make the necessary efforts to ensure that a receipt is obtained, or a Prospectus supplement is filed, for the offering of Eligible Securities of the Selling Shareholder in one or more Canadian jurisdictions according to the Selling Shareholder's instructions and, to such end, the Company shall take the following steps as quickly as possible:

- (a) prepare in English and French, and file with the commissions or other securities authorities of the Canadian provinces and territories (collectively, the "**Canadian Securities Regulators**") a preliminary Prospectus (where required or useful) and, as soon as possible thereafter, a final Prospectus pursuant to and in accordance with applicable Canadian Securities Legislation, including all continuous disclosure documents and other related documents which the Canadian Securities Regulators require to be filed with the Prospectus, and make the necessary efforts for a receipt, where required, to be issued for the Prospectus, it being understood that the Company shall provide the Selling Shareholder and the lead underwriter(s), where applicable, with copies of the preliminary Prospectus and final Prospectus and of the amendments or supplements, as filed with the Canadian Securities Regulators, forthwith after the filing thereof;
- (b) prepare and file with the Canadian Securities Regulators the amendments and supplements to the preliminary Prospectus and final Prospectus which may be necessary to carry out the Public Offering of all such Eligible Securities and as required by the applicable provisions of applicable Canadian Securities Legislation;
- (c) inform the Selling Shareholder and the lead underwriter(s), where applicable, and (as needed) confirm the information in writing as soon as possible after the Company has been notified of (i) the time of filing or obtaining of a receipt for the preliminary Prospectus and the final Prospectus or any amendment thereof (a copy of such documents to be provided to the Selling Shareholder and the lead underwriter(s), where applicable), (ii) any request by the Canadian Securities Regulators for an amendment to the preliminary Prospectus or final Prospectus or for additional information, (iii) the issuance by the Canadian Securities Regulators of a cease- trade order or stop order relating to the Prospectus or an order prohibiting or suspending the use of a preliminary Prospectus or final Prospectus or the institution or threat of such proceedings for such purposes, and (iv) the receipt by the Company of a notice relating to the suspending of the eligibility of the Eligible Securities for distribution or sale in a jurisdiction or the institution or threat of such a proceeding for such purpose;
- (d) notify the Selling Shareholder and the lead underwriter(s), where applicable, forthwith any time the Company becomes aware of the occurrence of an event which makes the Prospectus contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it becomes necessary for any other reason during the period of distribution of the Public Offering to amend or complete the preliminary Prospectus or the final Prospectus in order to comply with applicable Canadian Securities Legislation and, as soon as possible in any such case, prepare and file with the applicable Canadian Securities Regulators and provide at no charge to the Selling Shareholder and the lead underwriter(s), where applicable, a supplement or amendment of the preliminary Prospectus or final Prospectus which corrects the statement or omission or makes it compliant again;
- (e) make the necessary efforts to have removed any cease-trade or other order attributable to the Company suspending the use of a Prospectus or the eligibility of the Eligible Securities forming the subject of the Prospectus;

- (f) provide at no charge to the Selling Shareholder and each lead underwriter, where applicable, subject to section 3.5, a signed copy of the Prospectus and as many certified signed copies of the Prospectus as they may reasonably request, including the financial statements and schedules and all documents incorporated therein by reference, and give the Selling Shareholder and its legal advisers a reasonable opportunity to examine the Prospectus and provide the Company with their comments on the Prospectus;
- (g) give the Selling Shareholder and the lead underwriter(s), where applicable, as many commercial copies of the preliminary Prospectus and final Prospectus and any amendment or supplement thereof which such Persons may reasonably request (it being understood that the Company agrees to the use of the preliminary Prospectus and final Prospectus or any amendment or supplement thereof by each of the Selling Shareholder and the lead underwriters, where applicable, in connection with the offer and sale of the Eligible Securities forming the subject of the preliminary Prospectus and the final Prospectus or any amendment or supplement thereof) and the other documents which the Selling Shareholder may reasonably request in order to facilitate the disposition of the Eligible Securities by the Selling Shareholder;
- (h) in connection with an Underwritten Offering, enter into the usual agreements, including an underwriting agreement with the underwriter(s), containing the representations and warranties of the Company and the other terms and conditions usually found in underwriting agreements relating to secondary offerings and the terms and/or indemnification agreements, essentially as set forth in Article 4; in any case, such agreements shall include provisions providing for the underwriters' indemnification in favour of the Company regarding actual or alleged misrepresentations or omissions made in the Prospectus or included based on and in accordance with written information provided to the Company by an underwriter;
- (i) as soon as possible after the filing with the Canadian Securities Regulators of a document incorporated by reference in the Prospectus provide copies of such document to the Selling Shareholder and its legal advisers and the lead underwriter(s), where applicable;
- (j) make the necessary efforts to obtain a usual legal opinion in form and substance similar to opinions normally provided by external legal advisers in connection with Public Offerings, addressed to the underwriters and the Selling Shareholder, where applicable, and the other Persons which the underwriting agreement may reasonably specify as well as a usual comfort letter from the auditor(s) of the Company for the financial statements included or incorporated by reference in a Prospectus;
- (k) if not already done, name a transfer agent and registrar for the Subordinate Voting Shares of the Company by the date the Public Offering closes;
- (l) participate in the marketing efforts which the Selling Shareholder or the lead underwriter(s), where applicable, consider reasonably necessary, such as a road show, meetings with institutional investors and other similar events; and
- (m) take the other steps and sign and deliver the other documents which may be reasonably necessary to give full effect to the Selling Shareholder's rights hereunder.

## 1.2. Selling Shareholder's obligations

- (a) The Company may require that the Selling Shareholder provide the Company with information concerning the Public Offering of such securities and other information relating to the Selling Shareholder, its Affiliates and their respective ownership of Shares ("**Selling Shareholder Information**") which the Company may reasonably request in writing from

time to time in order to comply with applicable Canadian Securities Legislation in each jurisdiction in which a Demand Registration or Piggyback Registration will be effected. The Selling Shareholder agrees to provide such information to the Company to allow it to comply with the terms of this Agreement and applicable Canadian Securities Legislation and to cooperate with it as needed to such end. The Selling Shareholder shall notify the Company forthwith any time the Selling Shareholder becomes aware of the occurrence of an event (to the extent it relates to the Selling Shareholder, its Affiliates or information provided by or on behalf of the Selling Shareholder in writing) which makes the Prospectus, including the documents incorporated therein by reference, contain a misrepresentation or contain an untrue statement or a material fact or omit to state a material fact required to be stated therein or that is necessary to make the statements made therein not misleading, or if it becomes necessary during the period of the Public Offering to amend or complete a Prospectus (including a Base Shelf Prospectus or a Prospectus supplement), in each case with respect solely to Selling Shareholder Information, to comply with Canadian Securities Legislation. All costs and expenses associated with the preparation and filing of a Prospectus amendment or supplement further to events referred to in this subsection Schedule "A"1.2(a) of this Schedule "A" shall be considered Selling Shareholder's Offering Costs, not Offering Costs.

- (b) In addition, if applicable Canadian Securities Legislation so requires, the Selling Shareholder shall sign any attestation or certificate forming part of a preliminary Prospectus or final Prospectus to be filed with the relevant Canadian Securities Regulators.
- (c) The Selling Shareholder shall take all steps and sign all documents and acts required by the Company, acting reasonably, to complete the sale of its Eligible Securities in connection with such Public Offering, including signing the underwriting agreement entered into between the Company and the Selling Shareholder in such regard, provided it contains the usual terms for this type of agreement, including the Selling Shareholder's representations and warranties, which shall be limited to the representations regarding the Selling Shareholder's beneficial ownership regarding its Eligible Securities, free of any lien or other charge (other than those pursuant to applicable Canadian Securities Legislation) and the Selling Shareholder's ability, power, authority and right to enter into such an underwriting agreement and carry out the transactions contemplated therein without breaching any other undertaking by the Selling Shareholder.
- (d) Upon receipt of a notice from the Company concerning the occurrence of an event of the type described in subsection 1.1(d) of this Schedule "A", the Selling Shareholder shall cease forthwith the disposition of Eligible Securities under the Prospectus until the completed or amended Prospectus, as contemplated by subsection 1.1(d) of this Schedule "A", has been filed or until the Company advises the Selling Shareholder that use of the Prospectus, as amended or completed, may resume and it has received copies thereof or of any other filed document which is incorporated by reference in the Prospectus and, if it receives instructions from the Company, acting reasonably, the Selling Shareholder shall deliver to the Company (at the Company's expense) all copies, other than copies of the permanent record in the Selling Shareholder's possession at the time, of the Prospectus for such Eligible Securities in effect when such notice is received.
- (e) No one may participate in an Underwritten Offering hereunder without (i) agreeing to sell their securities according to the terms of any underwriting agreement applying to the Public Offering and completing and signing such underwriting agreement, and (ii) completing and signing all questionnaires, powers of attorney, indemnifications and other documents required by such underwriting agreement, insofar as they are prepared in the usual form for such type of document or instrument.
- (f) In connection with any Underwritten Offering to cause the Selling Shareholder's Eligible Securities to be the subject of a Piggyback Registration, if the underwriter(s) of the Offering

in question, acting reasonably, so request, agree to be bound by a lock-up agreement containing the usual terms and conditions found in lock-up agreements relating to secondary offerings, and to sign such an agreement, having the effect of limiting the Selling Shareholder, for a period which may not exceed 90 days from the sale of the Eligible Securities forming the subject of the Piggyback Registration, from (i) directly or indirectly assigning Shares or securities which may be converted, exercised or exchanged for Shares; or (ii) entering into a swap or any other arrangement having the effect of assigning to another person one or more of the economic consequences of owning Shares.

