

DECISIVE DIVIDEND CORPORATION

FOURTH AMENDED AND RESTATED EMPLOYEE SHARE PURCHASE PLAN

This Fourth Amended and Restated Employee Share Purchase Plan dated September 22, 2022 (the “Amended and Restated Plan”) further amends and restates the Third Amended and Restated Employee Share Purchase Plan dated September 23, 2021 (the “Current Plan”), which amended the Second Amended and Restated Employee Share Purchase Plan dated July 23, 2020 (the “2020 Plan”).

1. **Establishment and Purpose.**

The purpose of this Amended and Restated Plan is to advance the interests of the Corporation and its shareholders by facilitating and encouraging Employees to purchase Shares.

2. **Interpretation.**

2.1 In this Plan, the following terms shall have the following meanings:

- (a) “**Act**” means the *Securities Act* (Ontario);
- (b) “**Additional Shares**” has the meaning set out in Section 9;
- (c) “**Administration Agreement**” means the administration agreement in respect of RRSP and TFSA and non-registered accounts, as amended from time to time;
- (d) “**Administrative Agent**” means such person or company as may be appointed for the purposes of the Plan as designated by the Administrators from time to time or their respective successors for the purpose of administering the Plan, being, initially, Computershare Trust Company of Canada;
- (e) “**Administrators**” means the board of Directors of the Corporation or any other committee or person(s) that the Directors may designate from time to time to administer the Plan;
- (f) “**Affiliate**” means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with the Corporation. For the purposes of this definition, "control" means the power to direct the management and policies of a Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing;
- (g) “**Automatic Withdrawal**” shall have the meaning set out in Section 13.1;

- (h) **“Contributions”** means the cash contributions made by Participants under the Plan;
- (i) **“Corporation”** means Decisive Dividend Corporation, a corporation organized under the *Business Corporations Act* (British Columbia);
- (j) **“Deemed Market Value”** of the Shares means that price per Share equal to the weighted average trading price of the Shares on the TSXV for the 5 trading days during which the Shares were traded or posted immediately preceding the Purchase Date. This could result in the Deemed Market Value of Shares being higher or lower than the market price of Shares on the Purchase Date;
- (k) **“Directors”** means the board of directors of the Corporation, as the same may be reconstituted from time to time;
- (l) **“Employee”** means an individual who is a permanent full-time employee of the Corporation or any of its Affiliates;
- (m) **“Employer”** means, in respect of a Participant, the Affiliate of the Corporation which employs the Participant or the Corporation if the Participant is employed directly by the Corporation;
- (n) **“Enrolment Date”** shall have the meaning set out in Section 8(a)(iii);
- (o) **“Enrolment/Change Form”** means the form annexed hereto as Schedule “A”;
- (p) **“Event of Disentitlement”** shall have the meaning set out in Section 14 hereof;
- (q) **“Insider”** means:
 - (i) an insider as defined in the Act; and
 - (ii) an associate (as defined in the Act) of any person who is an insider by virtue of (i);
- (r) **“Loan”** means the amount a Participant requests in an Enrolment/Change Form that his or her Employer advances to the Administrative Agent on his or her behalf in order to participate pursuant to this Plan;
- (s) **“Normal Retirement”** shall mean retirement from the office or employment with the Employer coincident with or the next day following the attainment by the Employee of age 65, or such earlier time as agreed to between the Employee and the Employer;
- (t) **“Note”** means the promissory note issued to the Employer by the Participant if he or she elects to take a Loan. The Loan, together with

interest as detailed in the Note, shall be repaid over a 12-month period by payroll deductions, provided that, in the event the Participant has a Participation Termination Event, the balance of the Loan and any outstanding interest shall become payable immediately and, if the Loan and any outstanding interest is not paid in full within 5 days, the Participant authorizes the Employer to sell the Shares and repay the Loan or, if the Shares are held in an RRSP and/or TFSA, to wind-up the RRSP and/or TFSA, as applicable, and sell the Shares and repay the Loan;

- (u) **“Participant”** means an Employee who has enrolled in the Plan in accordance with the provisions thereof, provided that Directors and officers of the Corporation are not eligible to participate in the Plan;
- (v) **“Participation Termination Event”** means the earliest to occur of: (i) an Event of Disentitlement; and (ii) the release of Shares from the Plan upon the delivery of a duly completed Termination/Withdrawal Form, which release occurs prior to the Vesting Date in respect of the Shares;
- (w) **“Person”** means any individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated organization or government or any agency or political subdivision thereof.
- (x) **“Phantom Dividend Shares”** has the meaning set out in Section 9;
- (y) **“Plan”** means this Amended and Restated Employee Share Purchase Plan, as amended from time to time;
- (z) **“Purchase Date”** shall have the meaning set out in Section 8(c);
- (aa) **“Purchase Price”** shall have the meaning set out in Section 8(c);
- (bb) **“RRSP”** means a Registered Retirement Savings Plan established under the *Income Tax Act* (Canada);
- (cc) **“RRSP Plan”** means the group RRSPs established by the Trustee on the instructions of individual Participants in accordance with Section 7.2;
- (dd) **“Salary”** means the annual earnings of the Participant from employment by an Employer, excluding bonus and other extra-ordinary compensation, and annualized based on the last month at the end of the preceding fiscal year, provided that, in the event an entity is acquired directly or indirectly by the Corporation, annual earnings of an Employee from employment by the entity in the prior year shall be utilized to calculate Salary as if such entity had been an Employer in the prior year;
- (ee) **“Termination/Withdrawal Form”** means the form annexed as Schedule “B” hereto;

- (ff) “**TFSA**” means a tax free savings account established under the *Income Tax Act* (Canada);
- (gg) “**TFSA Plan**” means the TFSAs established by the Trustee on the instructions of individual Participants in accordance with Section 7.2;
- (hh) “**Trustee**” means Computershare Trust Company of Canada or such other trust company as may from time to time be appointed by the Corporation to act as trustee for the RRSP Plan and TFSA Plan;
- (ii) “**TSXV**” means the TSX Venture Exchange, and if the Shares are no longer listed on the TSX Venture Exchange, it shall mean the stock exchange or market upon which the greatest volume of trading of Shares occurred during the thirty (30) days preceding the commencement of the then current fiscal year of the Corporation;
- (jj) “**Share**” or “**Shares**” shall mean, as the case may be, one or more shares of the Corporation and any shares or securities of the Corporation into which such shares are changed, classified, reclassified, subdivided, consolidated or converted (“Substitute Shares”). All such Substitute Shares shall be included in the term “Shares” for the purposes of the Plan. For purposes of the Plan, Substitute Shares shall be deemed to have an issue price equal to the issue price of the Shares of the Corporation which were converted into or exchanged for such Substitute Shares;
- (kk) “**Vested Share Account**” shall have the meaning set out in Section 13.1;
- (ll) “**Vesting Date**” shall have the meaning set out in Section 10 hereof; and
- (mm) “**Withdrawal Event**” shall have the meaning set out in Section 15 hereof.

Schedule “A”: Enrolment/Change Form

Schedule “B”: Termination/Withdrawal Form

Schedule “C”: Form of Promissory Note re: Loan

- 2.2 The masculine gender shall include the feminine gender and the singular shall include the plural and vice-versa unless the context otherwise requires.

3. **Administration of the Plan.**

- 3.1 The Plan shall be administered by the Administrators who shall be entitled to exercise any or all of the authority, rights, powers and discretion, exercisable by the Directors with regard to the Plan; and references to the Administrators herein shall include action by the Directors (as applicable).

3.2 Subject to the limitations hereof, the Administrators shall have the power and authority to:

- (a) adopt rules and regulations for implementing the Plan that are not inconsistent with the terms of the Plan;
- (b) determine the eligibility of Employees to participate in the Plan and the terms of such participation;
- (c) interpret and construe the provisions of the Plan;
- (d) subject to regulatory requirements, make exceptions to the Plan in circumstances which they determine to be exceptional; and
- (e) take such other steps as they determine to be necessary or desirable to give effect to the Plan.

4. **Eligibility.**

The Corporation may, from time to time, make Shares available under the Plan for purchase by Participants. The determination of the Participants who may participate in the Plan and the extent to which each shall be entitled to participate shall be determined by the Administrators in compliance with the terms of the Plan, provided that any Employee who elects to participate in the Plan must, subject to waiver by the Administrators, have completed six full calendar months of service with an Employer, and in determining whether such criteria has been satisfied, service with an entity prior to its acquisition directly or indirectly by the Corporation shall be included. The eligibility of an Employee to purchase Shares made available at any time and from time to time pursuant to the Plan shall not by itself entitle that Employee to purchase Shares made available at any other time. Participation in the Plan shall be limited to those Employees who are residents of Canada.

Notwithstanding any other provision of this Plan: (i) no Director or officer of the Corporation shall be eligible to participate in the Plan; and (ii) no Consultants or Investor Relations Consultants (as those terms are defined by the TSXV) shall be eligible to participate in the Plan.

5. **Shares Available for Purchase.**

The Shares which may be purchased by the Participants in accordance with the terms of the Plan shall be authorized but unissued Shares.

6. **Maximum Number of Shares to be Issued.**

Subject to Section 20, the total maximum number of Shares available to be issued under the Plan on the Purchase Date is 100,000 Shares in 2023, plus an aggregate maximum of 75,000 Shares issued as Additional Shares and Phantom Dividend Shares following the Vesting Date of such Shares.

For greater certainty, nothing in the Amended and Restated Plan affects the total maximum number of Shares which were available to be issued under: (i) the Current Plan, being 100,000 Shares in 2022, plus an aggregate maximum of 75,000 Shares issued as Additional Shares and Phantom Dividend Shares following the Vesting Date of such Shares issued under the Current Plan in 2022; or (ii) under the 2020 Plan, being 100,000 Shares in 2021, plus an aggregate maximum of 75,000 Shares issued as Additional Shares and Phantom Dividend Shares following the Vesting Date of such Shares issued under the Current Plan in 2021.

The maximum number of Shares that may be issued to any one Participant under the Plan shall be governed by the Participant's annual gross salary in accordance with Section 8(a)(iii) hereof, subject to the limitation that:

- (a) no one Participant may acquire more than 1% of the issued and outstanding Shares pursuant to the Plan in any 12 month period, calculated as of the date of issuance of such Shares; and
- (b) the aggregate number of Shares that may be issued to any one Participant pursuant to the Plan together with Shares authorized for issuance under any other security based compensation arrangement of the Corporation must not exceed 5% of the issued and outstanding Shares, calculated as at the date of issuance.

In addition, the maximum number of Shares issuable to Insiders of the Corporation under the Plan, shall not exceed 2% of the issued and outstanding Shares in any 12 month period, calculated as at the date of issuance of such Shares.

7. Participation and Enrolment in the Plan, RRSP Plan and TFSA Plan.

- 7.1 Participation in the Plan shall be entirely voluntary and any decision not to participate shall not affect an Employee's position as an Employee.
- 7.2 All funds and Shares held by the Administrative Agent pursuant to the Plan are held on behalf of the account of the individual Participants and all funds and Shares held by the Administrative Agent pursuant to the RRSP Plan and/or the TFSA Plan are held in trust for the account of the individual Participants in the RRSP Plan and/or the TFSA Plan. A Participant shall be the beneficial owner of all Shares purchased on his or her behalf.
- 7.3 A Participant may elect to hold all or part of the Shares acquired with Contributions pursuant to the Plan in an RRSP and/or a TFSA by filing with the Administrative Agent a completed application for an RRSP and/or TFSA in the form prescribed by the Administrators and indicating on the Enrolment/Change Form the portion of the Participant's Contributions allocated to the RRSP and/or TFSA. In the event that a Participant should wish to transfer any Shares acquired with Contributions pursuant to the Plan into an RRSP and/or TFSA, he or she may do so by completing the prescribed form and authorizing the Administrative Agent to transfer the specified number of Shares into the RRSP Plan and/or the TFSA Plan. It is solely

the Participant's responsibility to ensure that his or her RRSP and/or TFSA contributions do not, in conjunction with other RRSP and/or TFSA contributions of that Participant, exceed the maximum RRSP and/or TFSA contribution for income tax purposes of that Participant.

8. **Subscriptions for Shares and Limitations.**

- (a) Each Participant may elect, annually on the Enrolment Date, to participate in the Plan (and purchase Shares) by:
 - (i) signing and delivering to the Employer an Enrolment/Change Form in the form attached as Schedule "A",
 - (ii) agreeing to the terms and conditions of the Plan, and
 - (iii) designating the amount (in increments of 1%), up to 5% of the Salary of the Participant on an annual basis, which the Participant desires to contribute to the Plan for the purpose of purchasing Shares and:
 - (1) signing and delivering a Note in the form attached as Schedule "B" and authorizing payroll deductions for the repayment of the Loan (if the Participant elects to take a Loan), or:
 - (2) providing payment of the purchase price calculated in accordance with Section 8(d) hereof by way of cheque made payable to the Employer.

The Employer will only accept Enrolment/Change Forms from Participants once per year on the date that is determined by the Administrators (the "Enrolment Date") and all Employees will be notified at least 30 days prior to an Enrolment Date as a reminder to deliver completed Enrolment/Change Forms for participation in the Plan.

- (b) Each Participant's participation is subject to the limitations and restrictions hereinafter expressed. Participants who elect to participate in the Plan shall be entitled to continue to participate in the Plan until the occurrence of a Participation Termination Event or a Withdrawal Event, or other termination in accordance with the terms hereof or at the time of termination of the Plan. If a Participant's participation in the Plan is terminated, such Participant shall not be entitled to elect to resume participation in the Plan until six full calendar months following the date of termination and in any event not prior to the next Enrolment Date.
- (c) The Corporation shall issue Shares to Participants once per year following receipt of all Enrolment/Change Forms on a date (the "Purchase Date") which is (i) within four weeks after the Enrolment Date, and (ii) on or before

December 31 of that year. The price per Share (the “Purchase Price”) at which Shares shall be purchased by the Participants and issued by the Corporation in accordance with the terms hereof shall be the Deemed Market Value thereof as at the Purchase Date as calculated by the Corporation.

- (d) If it is determined by the Corporation or the Administrators that Participants have subscribed for more than the maximum number of Shares remaining for purchase pursuant to the Plan, the maximum number of Shares available for purchase will be prorated to each subscribing Participant based on the number of Shares subscribed for by each.
- (e) If in any period a Participant does not elect to participate in the Plan or elects to participate in the Plan to an extent of less than his or her full entitlement for such period, then all rights of the Participant to participate in the Plan shall terminate as to the Shares or balance of the Shares which might have been acquired by the Participant in respect of such period.

9. **Additional Shares and Phantom Dividend Shares.**

Provided that a Participant meets the requirements set out in Section 10 hereof, a Participant shall have the right to receive an additional number of Shares consisting of 33 $\frac{1}{3}$ % of the number of Shares purchased by such Participant on the Purchase Date (the “Additional Shares”) and that number of Shares that can be purchased with the aggregate value of dividends that would have been payable on the Additional Shares during the period between the Purchase Date and the Vesting Date, had the Additional Shares been issued during that period (the “Phantom Dividend Shares”).

Subject to the following paragraph: (a) the Corporation shall deliver an amount it estimates will be required to purchase the Additional Shares and the Phantom Dividend Shares to the Administrative Agent 5 days prior to the Vesting Date. Additional Shares and Phantom Dividend Shares shall be purchased by the Administrative Agent on behalf of a Participant as soon as practicable following the Vesting Date, subject to market conditions, provided that all Additional Shares and Phantom Dividend Shares shall be purchased no later than 60 days following the Vesting Date; and (b) all Additional Shares and Phantom Dividend Shares shall be purchased in the open market through the facilities of the TSXV and, for greater certainty, no part of the Additional Shares or Phantom Dividend Shares shall be acquired from the Corporation or any person or entity with which the Corporation does not deal at arm’s length. The cost of all fees (including, without limitation, brokerage fees on any acquisition of Shares) and other expenses payable in connection with the issuance of the Shares to the Participants (other than, for greater certainty, any taxes payable in respect of such Shares) shall be paid by the Corporation. Following the purchase of the Additional Shares and the Phantom Dividend Shares, the Administrative Agent shall calculate the actual amount required to purchase the said Shares and shall then collect from (or refund to) the Corporation any shortfall (or surplus) funds.

Notwithstanding the foregoing, the Corporation, in its sole discretion, may elect to deliver to Participants entitled to receive Additional Shares and/or Phantom Dividend Shares a cash

payment equal to the Deemed Market Value of such Shares on the Vesting Date in lieu of delivery of such Shares to Participants, or satisfy such payment through the delivery of the Additional Shares and/or Phantom Dividend Shares from treasury to the Vested Account of Participants (in such number determined by dividing the amount of the cash payment owed by the Deemed Market Value).

10. Vesting Conditions

In order to be entitled to receive Additional Shares and Phantom Dividend Shares in respect to Shares purchased by the Participant on a particular Purchase Date, the following conditions must be met on the date that is 18 months following the Purchase Date (the “Vesting Date”):

- (a) the Participant must be at such time in good standing under the Plan; and
- (b) no Participation Termination Event may have occurred prior to that date in respect of the Participant. For greater certainty, the occurrence of a Withdrawal Event with respect to a Participant shall not disentitle the Participant to receive Additional Shares and Phantom Dividend Shares.

In the event that a Participant is not in good standing under the Plan, or if a Participation Termination Event has occurred in respect of a Participant prior to the Vesting Date, the Participant shall not be entitled to receive any Additional Shares or Phantom Dividend Shares on the Vesting Date, and any entitlement thereto shall be at an end.

11. Purchase of Shares

A Participant shall, subject to the limitations expressed herein, be entitled to purchase Shares pursuant to the Plan and to pay for such Shares in cash or by means of a Loan to be repaid by payroll deductions. Purchases of Shares shall be subject to the following terms:

- (a) A Participant who purchases Shares hereunder shall pay for the Shares subscribed for by him or her in full on the Enrolment Date by providing a cheque payable to the Employer, or in the case of Participants who so elect by signing a Note in respect of a Loan in which case the Employer will advance the Purchase Price on behalf of the Participant.
- (b) Only amounts received by the Corporation and the Administrative Agent on the Enrolment Date will be used to purchase Shares on the Purchase Date.
- (c) The Corporation will refund any portion of a Participant’s payment which is not used to purchase Shares pursuant to the Plan. Refunds will be made, as appropriate, at the time of cancellation of a Participant’s subscription, the time of a Participant Termination Event, Withdrawal Event, an Automatic Withdrawal or at the time of termination of the Plan.
- (d) A Participant may not pledge, transfer or assign his or her rights under the Plan. Any attempt by the Participant to do so shall constitute a cancellation

of his or her subscription and result in the Loan becoming payable, if applicable.

- (e) No Shares purchased hereunder shall be released to a Participant until the Loan has been paid in full. Shares once so issued shall be conclusively deemed allotted and issued as fully paid and non-assessable at the price paid therefor.
- (f) Shares shall be registered in the name of and issued in the name of the Administrative Agent to be held on behalf of the Participant (or in trust for the Participant in the case of Shares held in the RRSP Plan and/or the TFSA Plan) who subscribed for such Shares to be held during the period and on the terms as set forth in Section 12.
- (g) If there is a Participation Termination Event or a Withdrawal Event with respect to a Participant who has a Loan and the Loan is not repaid in full within 5 days, then the Administrative Agent shall sell the Shares held on behalf of the Participant and remit the proceeds to the Corporation, which will then repay the Loan to the Employer and disburse any remaining funds as provided for herein or, in the case of Shares in the Plan held in trust for the Participant by the Administrative Agent in an RRSP Plan and/or the TFSA Plan, the Employer may utilize the power given in the Enrolment/Change Form to cause the Administrative Agent to wind up the RRSP Plan and/or the TFSA Plan and thereafter sell the Shares held on behalf of the Participant and remit the proceeds to the Corporation, which will then repay the Loan to the Employer and disburse any remaining funds as provided for herein.
- (h) Subject to Section 13.3, Participants are entitled to receive fractional Shares.
- (i) Any dividend paid by the Corporation on Shares held by the Administrative Agent on behalf of Participants pursuant to the Plan will be reinvested in Shares of the Corporation, purchased on the secondary market through the facilities of the TSXV, monthly.

12. **Terms of Participation**

- 12.1 By purchasing Shares hereunder a Participant shall be deemed to accept the terms of the Plan and Administration Agreement governing the engagement and responsibilities of the Administrative Agent, to the extent applicable.
- 12.2 Notwithstanding anything to the contrary in Section 11 hereof, all Shares purchased hereunder shall be held on behalf of the Participant by the Administrative Agent (in trust for the Participant in the case of Shares held in the RRSP Plan and/or the TFSA Plan), and shall be registered in the name of and issued in the name of the Administrative Agent until they are withdrawn from the Plan in accordance with

Section 13 hereof, or on the occurrence of a Participation Termination Event or a Withdrawal Event.

- 12.3 A Participant on whose behalf Shares are held pursuant to any provision of this Plan shall have the right, at any time, to terminate participation in the Plan or make a withdrawal of Shares from the Plan in accordance with the terms of Section 13 hereof.
- 12.4 Upon the termination of a Participant's participation in the Plan pursuant to the terms of the Plan, with respect to Shares purchased hereunder, all Shares held by the Administrative Agent on behalf of such Participant pursuant to the Plan shall be dealt with in accordance with Section 13, 14 or 15 hereof, as the case may be.
- 12.5 Shares to be registered in the name of the Administrative Agent pursuant to this Plan may, in the discretion of the Administrative Agent, be registered in the name of the nominee or agent of the Administrative Agent, or such other name as the Administrative Agent determines, for that purpose.
- 12.6 The Participant will be responsible for paying any brokerage commissions and sales processing fees on Share sales.

13. **Withdrawal of Shares from the Plan or Vested Share Accounts**

- 13.1 Shares held by the Administrative Agent pursuant to the Plan shall automatically be withdrawn from the Plan immediately after the Vesting Date for such Shares (such withdrawal of Shares from the Plan shall be referred to herein as an "Automatic Withdrawal"). The Shares withdrawn from the Plan shall include any Additional Shares and Phantom Dividend Shares issued to the Participant in accordance with Paragraph 9 in respect of such withdrawn Shares. Shares will be credited to accounts in the names of the Participants opened with the Administrative Agent (each such account shall be referred to herein as a "Vested Share Account") such that:
 - (a) all of the Participant's designated number of Shares in his or her non-registered personal account shall be credited to the non-registered component of his or her Vested Share Account; and
 - (b) if the Participant's Shares are held in an RRSP and/or TFSA, all of the Participant's Shares shall be transferred to the RRSP and/or TFSA components, as applicable, of his or her Vested Share Account.
- 13.2 In addition to the Automatic Withdrawals pursuant to Section 13, a Participant may terminate participation in the Plan or make a withdrawal of Shares held under the Plan (in which case the provisions of section 14.4 may apply), by delivering to the Employer (who will, in turn, deliver it to the Administrative Agent) a Termination/Withdrawal Form and:

- (a) In the case of termination by a Participant with a Loan, or in the case of withdrawal of Shares purchased from proceeds of a Loan prior to the date that the Loan has been fully repaid, the Loan shall be repaid in full by the Participant within 5 days or, if the Loan is not repaid within the 5 day period:
 - (i) the Employer may utilize the power given in the Enrolment/Change Form to cause the Administrative Agent to sell the Participant's Shares and to repay the Loan amount outstanding plus brokerage commissions and sales processing fees, and the balance of the proceeds from the Participant's Shares in his or her personal account shall be transferred into his or her name or as directed;
 - (ii) in the case of Shares in the Plan held in trust for the Participant by the Administrative Agent in the RRSP Plan and/or the TFSA Plan, the Employer may utilize the power given in the Enrolment/Change Form to cause the Administrative Agent to wind up the RRSP Plan and/or the TFSA Plan and thereafter sell the Participant's Shares and to repay the Loan amount outstanding plus brokerage commissions and sales processing fees, and the balance of the proceeds from the Participant's Shares in his or her personal account shall be transferred into his or her name or as directed;
 - (b) In the case of termination by a Participant without a Loan, or in the case of withdrawal of Shares purchased from proceeds of a Loan where the Loan has been repaid in full by the Participant within 5 days:
 - (i) all of the Participant's designated number of Shares in his or her personal account be transferred and issued in his or her name or as directed by the Participant; and
 - (ii) if the Participant's Shares are held in an RRSP and/or TFSA, all of the Participant's funds and Shares, or net proceeds from selling said Shares, shall be transferred to another RRSP and/or TFSA, as applicable, in the Participant's name or be remitted to the Participant less any tax to be withheld.
- 13.3 On any termination or withdrawal, any fractional Shares credited to the Participant's personal account will be disregarded on any sale or transfer and the Participant will be entitled to receive the cash equivalent thereof.
- 13.4 Termination/Withdrawal Forms given by Participants in accordance with Section 13.2 hereof shall be effective on the date given save and except where such notice is given less than five days prior to a Purchase Date. Where the notice is given less than five days prior to a Purchase Date, such notice shall only become effective from and after the first business day following such Purchase Date and the Corporation shall continue to be entitled to issue to the Participant such Shares as the Participant would have been entitled to on such Purchase Date and to make any

payroll deductions with respect to the Participant as may occur during such five day period as if the Termination/Withdrawal Form had not been given.

- 13.5 For greater certainty, a Participant shall be entitled at any time to withdraw Shares, Additional Shares and Phantom Dividend Shares from the Plan in accordance with the foregoing, provided that any such withdrawal of Shares which have not been held for the 18 month period ending on the Vesting Date shall constitute a Participation Termination Event and the Participant shall have no entitlement to receive Additional Shares or Phantom Dividend Shares in respect thereof. For these purposes, it will be assumed that Shares are withdrawn or sold, as the case may be, in the order of the earliest purchase dates associated with such Shares. As a result, Shares held for longer periods of time shall be deemed to be withdrawn or sold before Shares held for shorter periods of time.
- 13.6 A Participant may, upon notice in accordance with Section 13.7, request that all or a portion of the Shares in that Participant's Vested Share Account be transferred to his or her name, or an external account in his or her name, or be sold, or be transferred into the RRSP and/or TFSA, or where the Participant holds Shares in the RRSP and/or TFSA, that all or a portion of the Shares in that Participant's RRSP and/or TFSA be transferred to, be sold and the proceeds transferred to another RRSP and/or TFSA, as applicable, in the Participant's name, or be sold and the proceeds, net of withholding tax, be remitted to the Participant.
- 13.7 A Participant shall give the Administrative Agent notice in the form prescribed by the Board (currently via the Administrative Agent's web and call centre) of any instructions for sale or transfer of Shares pursuant to Section 13.6. The notice shall specify such information as the Administrative Agent may require.
- 13.8 The Participant will be responsible for paying any brokerage commissions and sales administration fees on Share sales.

14. **Participation Termination Event.**

- 14.1 Upon the occurrence of a Participation Termination Event, the Participant shall immediately cease to be eligible to participate in the Plan. An Event of Disentitlement under the Plan shall occur where the Participant voluntarily retires or resigns or is terminated by the Employer from all of his or her position(s) as an Employee of the Employer before Normal Retirement, otherwise than as described in Section 15 hereof.
- 14.2 On the occurrence of a Participation Termination Event, the Participant's subscription for Shares under this Plan, if any, shall be automatically cancelled and the Corporation shall return to the Participant his or her Contributions to the date of cancellation.
- 14.3 If no Termination/Withdrawal Form is filed within 60 days after a Participation Termination Event and if the Participant has not withdrawn their Shares, if any,

from their Vested Share Account, the Participant will be deemed to have elected to request a certificate for all Shares held in the non-registered and/or TFSA component of his or her personal account and Vested Share Account, as the case may be, and to sell all Shares in the RRSP and/or TFSA component of his or her personal account and Vested Share Account, as the case may be, and forward the net proceeds after tax to the Participant.

- 14.4 Any Participant in respect of whom a Participation Termination Event has occurred shall not be permitted to enrol and become a Participant again until a period of six full calendar months from the Participation Termination Event has elapsed and in any event not prior to the next Enrolment Date.

15. **Death/Normal Retirement/Permanent Disability of Employee.**

Upon a Participant ceasing to be an Employee as a result of death, Normal Retirement or permanent disability (collectively a “Withdrawal Event”) the Participant shall immediately cease to be eligible to participate in the Plan. Notwithstanding Section 10 hereof, Additional Shares and Phantom Dividend Shares shall be issued to the Participant hereunder, no later than 60 days following the Withdrawal Event, on the basis that the date of the Withdrawal Event shall be deemed to be the Vesting Date and the Employee shall be deemed to be in good standing under the Plan and to be an Employee of the Employer on that deemed Vesting Date. In addition, and subject to any beneficiary designation made with respect to a RRSP Plan and/or TFSA Plan, on the occurrence of a Withdrawal Event:

- (a) the Corporation shall return to the Participant or the Participant’s legal representative (as the case may be) the Participant’s Contributions held in a non-registered and/or TFSA account to the date of the Withdrawal Event; and
- (b) any Shares held on behalf of the Participant by the Administrative Agent pursuant to this Plan and any cash held in an RRSP and/or TFSA account of the Participant shall be transferred to or to the order of the Participant or his or her legal representative.

16. **Dividends and Other Rights Pertaining to Shares.**

- 16.1 The Administrative Agent shall deliver or cause to be delivered to the Participants on whose behalf Shares are held hereunder copies of all materials distributed to holders of Shares, and shall on each such occasion notify such holders in writing of their rights hereunder, including the right to direct votes, and of the manner of exercise of such rights. The Administrative Agent shall vote Shares held on behalf of each Participant at every meeting of holders of Shares of the Corporation which the Administrative Agent shall be entitled to attend by virtue of being the registered holder of Shares in such manner as each such Participant, or his or her legal representatives, shall have previously directed in writing, and in default of any such direction the Administrative Agent shall refrain from voting. The Administrative Agent will, if so required by any Participant, or his or her legal representatives,

execute all proxies necessary or proper to enable the Participant, or his or her legal personal representatives, to attend and vote the Shares held by the Administrative Agent on behalf of such Participant at any such meeting in place of the Administrative Agent.

16.2 Dividends declared in respect of Shares held by Participants shall be dealt with in accordance with Section 11(i).

17. **The Administrative Agent.**

17.1 The Administrative Agent may be a trust company or trust companies authorized to carry on business in Canada, or any other individual or company which shall be legally entitled to act as Administrative Agent. The Corporation may, at any time, remove the Administrative Agent so appointed and may appoint a successor or successors and may similarly fill any vacancy created for any reason whatsoever. The Corporation agrees to reimburse the Administrative Agent for all reasonable costs assumed by the Administrative Agent in administering the Plan.

17.2 The Administrative Agent shall maintain or cause to be maintained such records as may be required by the Corporation indicating the number of Shares purchased on behalf of each Participant and shall furnish to each Participant on a periodic basis a statement containing such information, including information concerning Additional Shares and Phantom Dividend Shares. Each of such statements shall be deemed to have been accepted by the Participant as correct unless written notice to the contrary shall have been received by the Administrative Agent within 30 days after the mailing of such statement to the Participant.

17.3 The Administrative Agent shall establish a personal account for each Participant and shall record in each personal account the amount of all Contributions made by the Participant, the number of Shares purchased from the Corporation with that Participant's Contributions and all Additional Shares and Phantom Dividend Shares purchased on the open market through the facilities of the TSXV for the Participant, any dividends received on Shares held, the amount withheld in respect of taxes, the amount paid to the Participant, any Share withdrawals, the prices at which such Shares were withdrawn, and the amount of any expenses allocated to such personal account.

18. **Assignment/Transferability.**

18.1 No right or interest of any Participant in any of the Shares purchased or held on his or her behalf under the Plan shall be, at any time prior to the Vesting Date in respect of such Shares, assignable, in whole or in part, either directly or by operation of law or otherwise in any manner, other than by will or other testamentary instrument, or the laws of succession. No attempted assignment of any Shares contrary to the terms hereof shall be effective. For the purposes of this Section 18, the terms "assign" and "assignment" shall include the creation, granting or incurring of a

security interest, mortgage, charge, lien, execution and similar interests in the Shares of a Participant. In addition, no transfer of any right or interest of any Participant in any of the Shares purchased or held on his or her behalf under the Plan may be made at any time prior to the Vesting Date in respect of such Shares without disentitling the Participant to any Additional Shares or Phantom Dividend Shares to which the Participant would otherwise have become entitled in respect of the Shares.

18.2 The Plan and the Administration Agreement shall enure to the benefit of and be binding upon the Corporation, its successors and assigns and shall enure to the benefit of and be binding upon the Participants and their respective heirs, executors, administrators, successors, legal personal representatives and permitted assigns.

19. **Taxes**

19.1 Each Participant shall be responsible for paying his or her respective income and other taxes applicable to Contributions and to transactions involving the Shares held by the Administrative Agent on his or her behalf, including, without limitation, any taxes payable on:

- (a) any Contributions made by or on behalf of a Participant;
- (b) the issuance of Additional Shares and Phantom Dividend Shares;
- (c) the transfer of Shares to the Participant or a person designated by the Participant;
- (d) the sale or other disposition of Shares of a Participant;
- (e) the transfer of Shares to an RRSP and/or TFSA in the name of the Participant or withdrawal therefrom; or
- (f) dividends paid on the Shares.

19.2 Unless the Participant has made other arrangements to satisfy any withholding obligations on account of taxes and provided satisfactory evidence thereof to the Employer, the Employer is authorized to deduct from any amounts payable to a Participant any amounts required to satisfy such withholding obligations including, for greater certainty, a Participant's Salary, bonus or other extra-ordinary compensation.

19.3 The Administrative Agent is authorized to deduct from any amounts payable to a Participant following a sale of that Participant's Shares any amounts which are required to be withheld on account of taxes.

20. **Certain Adjustments.**

20.1 In the event of a merger, amalgamation, consolidation, reorganization, recapitalization, Share distribution or other change affecting the Corporation's capital structure, appropriate adjustments by the Administrators shall be made and the number and kind of Shares allocated to the Plan and the Shares being purchased thereunder. No fractional Shares shall be issued under any such adjustment, and in computing any such adjustment, any fractional Share which might otherwise result shall be eliminated.

20.2 Subject to the express provisions of the Plan, the Administrators may from time to time make such provisions as they consider proper with respect to the rights of the Participants under the Plan in the event of any eventuality not specifically provided for in the Plan.

21. **Termination of the Plan.**

The Directors may terminate the Plan at any time in their absolute discretion. No termination of the Plan shall affect any entitlement, on the next following Vesting Date, of a Participant to receive Additional Shares Phantom Dividend Shares in respect of Shares purchased on a Purchase Date prior to the date of termination of the Plan.

22. **Amendments to the Plan.**

From time to time the Administrators may (without approval of the Shareholders of the Corporation, unless required by applicable regulatory authorities) amend any provision of the Plan and, with the consent of the Administrative Agent, any provisions of the Administration Agreement, provided that no amendment to the Plan or the Administration Agreement or any termination of the Plan shall affect the entitlement of any Participant to receive Additional Shares or Phantom Dividend Shares or have the effect of altering the terms of any outstanding right of a Participant without the prior written consent of the Participant, and provided further that regulatory approval (including TSXV approval) and, if required by such regulatory authorities, Shareholder approval, of the amended form of the Plan is received prior to the issuance of any Additional Shares or Phantom Dividend Shares under the provisions of the amended form of the Plan. No amendments will be permitted to this section of the Plan without the approval of the disinterested Shareholders of the Corporation. Any further amendments to the Plan, including an increase in the number of Shares issuable under the Plan, shall be subject to disinterested Shareholder approval, if required by the TSXV.

23. **Rights to Positions.**

Nothing contained in this Plan shall confer upon any Employee any rights to a continuing position as an employee of the Corporation or any of its Affiliates or interfere in any way with the rights of the Corporation or its Affiliates in connection with preserving or terminating the position of such Employee.

24. **Interpretation.**

All decisions and interpretations of the Administrators respecting the Plan and all rules and regulations made from time to time in respect thereof shall be binding and conclusive on the Corporation and on all Participants participating in the Plan and their respective legal representatives and on all Participants eligible under any provisions of the Plan to participate therein.

25. **Governing Law.**

The Plan, and any and all determinations made and actions taken in connection with the Plan, shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

26. **Regulatory and Shareholder Approvals.**

The Plan is adopted subject to the approval of the TSXV and any other required regulatory approvals, and subject to Shareholder approval if required by any regulatory authority having jurisdiction. To the extent a provision of the Plan requires regulatory approval which is not received, such provision shall be severed from the remainder of the Plan until the approval is received and the remainder of the Plan shall remain in effect. The purchase and issuance of Shares and the holding thereof by the Administrative Agent, if applicable, as contemplated herein, shall comply at all times and in all respects will all applicable laws, including, without limitation, all rules, regulations and by-laws of the TSXV (including the Corporation's articles) and all policies of applicable securities regulatory authorities. If upon the advice of the Corporation's counsel it is considered necessary or advisable to seek exemptions or discretionary relief from applicable regulatory requirements in order to fully implement the provisions of the Plan, the Corporation shall make application thereof at its expense, unless the Administrators elects to amend the Plan as provided herein.

27. **General.**

27.1 Except as set out in Sections 12.6 and 13.5, the Corporation and/or its Affiliates shall pay all costs and expenses of administering the Plan, including the Administrative Agent's compensation. The Directors and/or proper officers of the Corporation are authorized to sign and execute all instruments and documents and to do all things necessary or desirable for the purposes of carrying out the provisions of the Plan.

27.2 Each Participant shall be provided with a copy of the Administration Agreement upon request.

27.3 The section headings in this document are for convenience of reference only, do not form part of the Plan and shall not affect the interpretation of the Plan.

27.4 Nothing contained herein shall restrict or limit or be deemed to restrict or limit the rights or powers of the Directors in connection with any allotment and issuance of Shares in the capital of the Corporation which are not allotted and issued hereunder.

ADOPTED this 22rd day of September, 2022.

SCHEDULE "A"
ENROLMENT/CHANGE FORM
[see attached]

**Decisive Dividend Corporation
(herein the "Corporation")**

Employee Share Purchase Plan

ENROLMENT/CHANGE FORM

Purpose

This form must be completed to enroll in the Plan. Capitalized terms not defined in this form have the meanings set out in the Plan.

- You have to submit this form in advance of the Enrolment Date being _____.
- You can only sell Shares in accordance with applicable securities laws and any applicable insider trading policies of the Corporation
- You can withdraw your Shares held under the Plan any time, but if you withdraw them prior to their Vesting Date, you will lose the opportunity to receive Additional Shares and other benefits more particularly described in the Plan, and will be suspended from participating in the Plan for the period of time set out in the Plan.

Enrolment/Change Details

This is: an initial enrolment

OR a change in information

Personal Information

Surname: _____
Given Name and Initial: _____
Street: _____
City: _____
Province: _____
Postal Code: _____
SIN: _____
Employer Name: _____
Employee Number: _____
Salary: _____

Purchase Information

Effective on the Enrolment Date, I wish to contribute to the Employee Share Purchase Plan of Decisive Dividend Corporation (the "Corporation") at a rate of _____% (a whole number percentage between 1% and 5%) of my Salary, for the purpose of purchasing shares of the Corporation.

- I am enclosing my cheque (made payable to Decisive Dividend Corporation) in the total amount of my Contribution.
- I wish to participate in the Plan with the Contribution being paid by a Loan offered by my Employer. I attach a signed Promissory Note payable to the Corporation. in the amount of my Contribution, and hereby irrevocably authorize my Employer to deduct from my payroll over the next 12 months the amounts required to repay the Note and interest over such period (in equal monthly amounts). In the event that, prior to the date the Loan is repaid in full, I withdraw Shares purchased with proceeds of the Loan, or my participation in the Plan is terminated (whether voluntarily or involuntarily), I acknowledge and agree that I will have 5 days to repay the Loan in full, following which time my Employer may sell my Shares and repay the Loan in full, as more particularly set out herein and in the Plan.

RRSP, TFSA or non-registered

I wish to direct my Contribution as follows:

____% Group Registered Retirement Savings Plan ("RRSP") account (tax-deferred)**

____% Tax Free Savings Account Plan ("TFSA") account (tax exempt)**

____% Non-Registered Savings Plan ("Non-registered") account (not tax-deferred)***

100% Total Employee Contribution (not to exceed 5% of Salary indicated above)

Notes

* No Participant may make a withdrawal while the Participant possesses material undisclosed information or during a blackout period for employees, officers, directors and members of committees of the Corporation, its divisions and affiliates.

** You cannot exceed your personal RRSP and/or TFSA contribution limits, taking into account all RRSPs or TFSAs, as applicable, to which you contribute. You are responsible for monitoring your contributions to ensure you do not over-contribute. By signing this document, you acknowledge that you accept any tax consequences of any over-contributions you may make.

*** Dividends on Shares are subject to income tax for the year in which they are paid.

Authorization

I acknowledge that I have received and read the *Amended and Restated Employee Share Purchase Plan* of Decisive Dividend Corporation and that by completing and signing this form, I am applying for membership in the Plan or changing my information relevant to the Plan as indicated under "Enrolment/Change Details" above, and I agree to abide by the Plan's terms and conditions.

If my employment ceases or my participation in the Plan is otherwise terminated (whether voluntarily or involuntarily), I understand that I must complete the Termination/Withdrawal Form as set out in the Plan and remit it to my Employer within 60 days. If I fail to do so, I understand that:

- ◆ The Administrative Agent shall (subject to my obligation to repay any Loan set out below) transfer and deliver to me all whole Shares and cash in respect of any partial Shares allocated to my personal account upon termination. I will be charged for brokerage commissions, registration fees or other charges, taxes or governmental charges.
- ◆ The Administrative Agent shall sell all Shares in my RRSP and/or TFSA account and (subject to my obligation to pay any Loan set out below) forward to me the net proceeds. I will be charged administrative fees in respect of my Shares in the Corporation in my RRSP and/or TFSA account. I will be charged for brokerage commissions, registrations fees or other charges, governmental charges, and taxes.
- ◆ Notwithstanding the above understandings, if there is any Loan outstanding, I must repay the Loan within 5 days of my cease of employment or other termination from the Plan. If I do not repay the Loan within 5 days, my Employer may take all steps necessary to sell my Shares, repay the loan in full, and remit the balance of the proceeds to me, in accordance with the terms of the Plan, and utilize the power of attorney given by me below to do so.

I authorize the transfer of my personal information to the Administrative Agent, and I authorize the Administrative Agent to collect and use such personal information, as required in connection with my participation in the Plan.

I acknowledge and confirm that Additional Shares, and Phantom Dividend Shares received by me will be subject to tax based on their value on the date I receive them, even if no cash is received by me at that time.

Date: _____

Signature: _____

Employee Share Purchase Plan

Grant of Power of Attorney (to be signed only if a Loan is requested)

In the event that I withdraw Shares purchased with the proceeds of the Loan which I have requested herein or my participation in the Plan is otherwise terminated (whether voluntarily or involuntarily), prior to the date the Loan requested herein is repaid in full, I acknowledge and agree that I will have 5 days to repay the Loan in full.

If I do not repay the Loan in full within the said 5-day period, then in consideration for the granting to me by my Employer of the Loan, and for other good and valuable consideration, the receipt from my Employer and sufficiency of which is hereby acknowledged by me, I hereby irrevocably nominate, constitute and appoint my Employer to act, with full power of substitution, as my true and lawful attorney and agent, with full power and authority in my name, place and stead to execute and deliver in my name any and all documents that are required to be executed and delivered in order to:

- i. sell my Shares, and
- ii. to repay in full the Loan amount and interest outstanding, plus brokerage commissions and sales processing fees,

or, if my Shares are held in an RRSP and/or TFSA:

- i. to cause the windup of the RRSP and/or TFSA,
- ii. to sell my Shares, and
- iii. to repay in full the Loan amount and interest outstanding, plus brokerage commissions and sales processing fees;

all in accordance with the terms of the Plan. I hereby agree to ratify and confirm all that my Employer may lawfully do or cause to be done pursuant to this provision.

This power of attorney shall be irrevocable, shall be deemed to be a power coupled with an interest and, to the extent permitted by law, will be valid and binding on my estate and will survive and be exercisable during any subsequent legal incapacity of me, will survive my death and extend to and be binding upon my heirs, executors, administrators, and other legal representatives of me.

This power of attorney shall continue in respect of my Employer so long as any portion of the Loan or any amounts due in respect of my obligations to my Employer in respect of or relating to the Loan and its enforcement remain outstanding, and shall terminate thereafter.

This grant of power of attorney is given by me this _____ day of _____, _____.

Witness (* see below): _____ Signature: _____

Name of Witness: _____ Name of Employee: _____

A witness to the execution of an enduring power of attorney must be:

- (a) an individual registered, or qualified to be registered, under section 3 of The Marriage Act to solemnize marriages;
- (b) a judge of a superior court of the province;
- (c) a justice of the peace or provincial judge;
- (d) a duly qualified medical practitioner;
- (e) a notary public appointed for the province;
- (f) a lawyer entitled to practice in the province;
- (g) a member of the Royal Canadian Mounted Police; or
- (h) a member of a municipal police force in the province who exercises the powers of a peace officer.

SCHEDULE "B"

TERMINATION / WITHDRAWAL FORM

[see attached]

**DECISIVE DIVIDEND CORPORATION
(herein the "Corporation")**

Employee Share Purchase Plan

TERMINATION/WITHDRAWAL FORM

Purpose

When completed, this form enables participants to provide written transaction instructions for withdrawals or termination.

Personal Information

Surname: _____ Given Name and Initial: _____

Street: _____

City: _____ Province: _____

Postal Code: _____ SIN: _____

Employee Number: _____

Please check your transaction type:

Withdrawal **Termination** **RRSP Transfer** **TFSA Transfer**

If you wish to withdraw Shares or completely terminate your participation in the Plan, you must submit this form to your Employer. Your Employer will forward the form onto the Corporation who will forward it onto Computershare Trust Company of Canada.

This is my direction to withdraw: _____ Shares from my account and for delivery as follows:

sell my Shares and deposit the net proceeds to my bank account on file or otherwise specified,

OR

sell my Shares and send the net proceeds via cheque to my address on file or otherwise specified, OR

send a certificate to my address on file or otherwise specified, OR

transfer my Shares to my broker or financial institution account as follows:

Broker/Financial Institution: _____

Broker/Financial Institution address: _____

CUID: _____ Account Number: _____

Broker/Financial Institution Contact: _____

CUID is a unique broker/financial institution identifier used within the financial industry. Please call your broker/financial institution to obtain their CUID. To avoid delays please inform your broker/financial institution of this delivery.

Note: In case of termination, cash will be paid in lieu of fractional shares.

Transaction Consequences

If I withdraw Shares prior to their Vesting Date, I will lose the opportunity to receive Additional Shares and other benefits more particularly described in the Plan, and will be suspended from participating in the Plan for the period of time set out in the Plan.

If I have an outstanding Loan in respect of the Plan which is being repaid by payroll deductions, I understand that withdrawing my Shares does not terminate my obligations under the Loan. If I am withdrawing Shares prior to their Vesting Date or my participation in the Plan is terminated (whether voluntarily or involuntarily), I must repay the Loan in full within 5 days. If I do not repay the Loan in full within 5 days, my Employer may take all steps necessary to sell sufficient of my Shares to repay the Loan, in accordance with the terms of the Plan, and utilize the power of attorney given by me to do so.

I understand that selling my Shares from an RRSP and/or TFSA account will trigger tax withholding from the proceeds.

Authorization

I acknowledge that I have received and read the Corporation's *Employee Share Purchase Plan* and that by completing and signing this form, I am withdrawing Shares from the Plan. I hereby authorize the Administrative Agent to withdraw my Shares as set out above.

Date: _____ Signature: _____

PLEASE RETURN TO YOUR EMPLOYER.

Note: All Termination/Withdrawal Forms will be forwarded by your Employer to the Corporation for approval, as set out below.

TO BE COMPLETED BY THE CORPORATION:

Instructions to Computershare Trust Company of Canada:

- Approved by the Corporation to process as is, OR
- ESPP Participant has an outstanding Loan. Please sell _____ Shares and remit cheque for all net transaction proceeds to the Corporation.
- RRSP Participant has an outstanding Loan. Please sell _____ Shares and remit cheque for all net transaction proceeds to the Corporation.
- TFSA Participant has an outstanding Loan. Please sell _____ Shares and remit cheque for all net transaction proceeds to the Corporation.

Approved on behalf of the Corporation by:

Signature: _____

SCHEDULE "C"

FORM OF PROMISSORY NOTE re: LOAN

[see attached]

PROMISSORY NOTE

TO: Decisive Dividend Corporation (the “**Employer**” or the “**Lender**”)

FOR VALUE RECEIVED, _____ (the “**Borrower**”) hereby promises to pay to the Lender the Principal Sum (as defined in Section 1.02 below) together with interest thereon or on the outstanding balance thereof calculated from the Date of Issue (as defined in Section 1.01 below) at the Interest Rate (as defined in Section 1.03 below), all in accordance with the terms and conditions of this note.

This Promissory Note is being given to evidence a loan (the “**Loan**”) made by the Lender to the Borrower at the request of the Borrower in order to facilitate participation by the Borrower in the Decisive Dividend Corporation Employee Share Purchase Plan (the “**Plan**”). The Loan is made subject to the terms of the Plan

The following are the terms and conditions of this note:

ARTICLE 1 – COMMERCIAL TERMS

- 1.01 Date of Issue. “**Date of Issue**” means _____.
- 1.02 Principal Sum. “**Principal Sum**” means \$_____.
- 1.03 Interest. “**Interest Rate**” means three percent (3%) per annum, calculated and compounded monthly not in advance.
- 1.04 Repayment.
- (a) The Principal Sum and interest on the Principal Sum or on the outstanding balance thereof at the Interest Rate shall be due and be paid by equal instalments over the 12-month period following the Date of Issue on the same days as the Borrower’s Salary is paid to the Borrower by the Lender.
- (b) The payments referred to in (a) above shall be made by way of payroll deduction by the Lender from the Borrower’s Salary over the next 12 months, as more particularly described in the Plan.
- 1.05 Effect of withdrawal from the Plan.
- (a) Notwithstanding paragraph 1.04(a) hereof, in the event that, prior to the date the Loan is repaid in full, Shares purchased with the proceeds of the Loan are withdrawn from the Plan, or the Borrower’s participation in the Plan is terminated (whether voluntarily or involuntarily), the balance of the Principal Sum and all accrued interest thereon (the “**Demand Amount**”) shall be immediately due and payable by the Borrower to the Lender. If the Demand Amount is not paid in full within 5 days of such withdrawal or termination,

the Lender shall have as against the Borrower all of the rights and remedies more particularly described in the Plan. In particular, the Lender may take all steps necessary to sell the Borrower's Shares and to repay the Loan in full and, in order to do so, the Borrower acknowledges the authorities and powers given by the Borrower to the Lender to act on the Borrower's behalf to sell such Shares and, if the Shares are held in an RRSP Plan, to wind-up such Plan so as to be able to sell such Shares.

- (b) In the event the proceeds of the sale of the Borrower's Shares provided for in paragraph 1.05(a) hereof, do not satisfy the Demand Amount in its entirety (such amount being the "**Shortfall**"), the Borrower hereby authorizes the Employer to deduct from the Borrower's wages (including, for greater certainty, all outstanding vacation pay owing to the Borrower from the Employer) any amount up to and including to the Shortfall provided that, if the Borrower is employed with the Borrower at the time of the deduction, such deduction does not exceed 30% of the Borrower's gross wages in the applicable pay period. The Employer may make deductions from the Borrower's wages in accordance with this paragraph until the entire Shortfall is recovered by the Employer.
- (c) Notwithstanding the foregoing, the Borrower expressly authorizes the Employer to make deductions from any and all statutory or contractual pay in lieu of notice and/or severance pay owing from the Employer to the Borrower in order to satisfy or reduce the balance of the Shortfall should the Borrower be terminated without cause by the Employer.
- (d) In authorizing the foregoing, the Borrower hereby expressly acknowledges and agrees that:
 - (i) the Shortfall constitutes a monetary advance from the Employer; and
 - (ii) the advancement of the Principal Sum, in order to participate in the Plan, was a direct benefit to the Borrower.

1.06 Prepayment. When not in default hereunder, the Borrower shall be entitled to prepay the whole or any part of the indebtedness evidenced by this note at any time and from time to time without notice, bonus or penalty of any kind whatsoever.

ARTICLE 2 – OTHER TERMS

2.01 Default in Payment. Notwithstanding any other provision of this note, the outstanding balance hereunder shall become immediately due and payable without notice on the occurrence of any default in any payment due under this note. In the event of a default of any payment due hereunder (principal and/or interest) in accordance with provisions of this note, the Borrower shall also pay all costs incurred by the Lender in enforcing and collecting upon this note, including legal costs on a solicitor and client basis.

2.02 Application of Payments. Payments received by the Lender hereunder shall be applied firstly towards interest then due, and secondly towards principal.

2.03 Presentment. The Borrower hereby waives presentment, demand, notice of dishonour, notice of protest, notice of non-payment and any other notice required by law to be given to the Borrower in connection with the delivery, acceptance, performance, default or enforcement of this note and hereby consent to any delays, extensions, renewals or other modifications of this note, any waivers of any term or condition of this note, and hereby agree that any action by the Lender or any other person or failure to act by the Lender or any other person shall not affect or impair the obligations of the Borrower, or be construed as being a waiver by the Lender or that other person of its rights under this notice.

2.04 Negotiable Instrument. This note is a negotiable instrument.

2.05 Interest Calculation Acknowledgement. The parties to this note acknowledge and confirm that all interest hereunder will be calculated using the nominal rate method and not the effective rate method and that the deemed re-investment principle shall not apply to such calculations.

ARTICLE 3 – GENERAL TERMS

3.01 Headings. All headings in this note are inserted for convenience of reference only and shall not affect the construction and interpretation of this note.

3.02 Enurement. This note and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and each of their respective successors and permitted assigns.

3.03 Applicable Law. This note shall be governed by and construed in accordance with the laws of the Province of British Columbia. The parties hereby attorn to the jurisdiction of the courts of the Province of British Columbia.

3.04 Time of Essence. Time shall be of the essence of this note.

3.05 Interpretation. Words in the singular shall include the plural and words in the masculine gender shall include feminine and neuter genders, and vice versa, where the context so requires.

DATED the _____ day of _____, _____.

Witness

Signature of Borrower

Print Name of Borrower