

DECISIVE DIVIDEND CORPORATION

FOURTH AMENDED AND RESTATED EQUITY INCENTIVE PLAN

This Fourth Amended and Restated Equity Incentive Plan dated June 24, 2025 (the “Plan”) amends and restates the second amended and restated Equity Incentive Plan effective June 25, 2024 (the “Previous Plan”).

SECTION 1. Purpose; Definitions.

(a) Purpose. The purpose of this Equity Incentive Plan is to enable Decisive Dividend Corporation (the “Corporation”) and its Subsidiaries (as defined herein) to:

- (i) recruit and retain highly qualified personnel;
- (ii) provide those personnel with an incentive for productivity;
- (iii) provide an opportunity to those personnel to earn competitive total compensation; and
- (iv) provide those personnel with an opportunity to share in the growth and value of the Corporation.

(b) Definitions. For the purposes of the Plan, the following initially capitalized words and phrases will be defined as set forth below, unless the context clearly requires a different meaning:

- (i) “**Applicable Withholdings**” means all income taxes and statutory amounts required to be withheld by the Corporation or any Subsidiary of the Corporation in respect of any Award.
- (ii) “**Award**” means a grant of Options, RSUs, PSUs and/or DSUs pursuant to the provisions of the Plan.
- (iii) “**Award Agreement**” means, with respect to Options, RSUs, PSUs and DSUs, the written document that sets forth the terms of that particular Award.
- (iv) “**Black Out Period**” means any period during which a policy of the Corporation prevents an Insider (or any other holder of the Corporation’s securities) from trading in the Shares.
- (v) “**Board**” means the board of Directors of the Corporation, as constituted from time to time; provided, however, that if the Board appoints a Committee to perform some or all of the Board’s administrative functions hereunder pursuant to Section 2, references in the Plan to the “Board” will be deemed to also refer to that Committee in connection with matters to be performed by that Committee.

- (vi) “**Business Day**” means a day, other than a Saturday, a Sunday or a statutory holiday in Kelowna, British Columbia.
- (vii) “**Cash Dividends**” means dividends declared and paid in cash (or in additional Shares) on any Shares, whether pursuant to regular monthly or other periodic dividends or special dividends.
- (viii) “**Cash Equivalent**” means, in respect of DSUs, RSUs and PSUs, the amount of money equal to the Fair Market Value multiplied by the number of shares underlying such vested RSUs, PSUs or DSUs, as applicable, in the Participant’s RSU Account, PSU Account or DSU Account (in the case of PSUs, multiplied by the applicable Performance Multiplier), net of Applicable Withholdings in accordance with Section 10(e) on the RSU Settlement Date, the PSU Settlement Date or the DSU Settlement Date, as applicable.
- (ix) “**Cause**” means: (A) conviction of, or the entry of a plea of guilty or no contest to a crime that causes the Corporation or any of its Subsidiaries public disgrace or disrepute, or adversely affects the Corporation’s or any of its Subsidiaries’ operations or financial performance or the relationship the Corporation has with any of its Subsidiaries; (B) negligence or willful misconduct with respect to the Corporation or any of its Subsidiaries, including, without limitation fraud, embezzlement, theft or proven dishonesty in the course of his or her employment or service; (C) refusal, failure or inability to perform any material obligation or fulfill any duty (other than any duty or obligation of the type described in clause (E) below) to the Corporation or any of its Subsidiaries (other than due to a Disability), which failure, refusal or inability is not cured within ten days after delivery of notice thereof; (D) material breach of any agreement with, or duty owed to, the Corporation or any of its Subsidiaries; (E) any breach of any obligation or duty to the Corporation or any of its Subsidiaries (whether arising by statute, common law, contract or otherwise) relating to confidentiality, non-competition, non-solicitation or proprietary rights; or (F) any other conduct that constitutes “cause” at common law.

Notwithstanding the foregoing, if a Participant and the Corporation (or any of its Subsidiaries) have entered into an employment agreement or other agreement that specifically defines “cause,” then with respect to such Participant, “cause” shall have the meaning defined in that employment agreement or other agreement.

- (x) “**CEO**” means the chief executive officer of the Corporation.
- (xi) “**Change of Control**” means the occurrence of any of the following, in one transaction or a series of related transactions: (A) any Person acquires beneficial ownership within the meaning of applicable securities law, directly or indirectly, of securities of the Corporation representing more than 50% of the voting power of the Corporation’s then outstanding Shares for the election of Directors; (B) a consolidation, securities exchange, reorganization, arrangement or amalgamation of the Corporation resulting in the Shareholders immediately prior to such event

not owning at least a majority of the voting power of the resulting entity's securities outstanding immediately following such event; (C) the sale or other disposition of all or substantially all the assets of the Corporation (other than a transfer of financial assets made in the ordinary course of business for the purpose of securitization); (D) a liquidation or dissolution of the Corporation; or (E) any similar event deemed by the Board to constitute a Change of Control for purposes of the Plan.

Notwithstanding the foregoing provisions, a transaction or a series of related transactions will not constitute a Change of Control if such transaction(s) result(s) in the Corporation, any successor to the Corporation, or any successor to the Corporation's business, being controlled, directly or indirectly, by the same Person or Persons who controlled the Corporation, directly or indirectly, immediately before such transaction(s).

- (xii) “**Committee**” means a committee appointed by the Board in accordance with Section 2 of the Plan.
- (xiii) “**Consultant**” means an individual, other than a Director, Officer or Employee of the Corporation, or company that:
 - (A) is engaged to provide on an ongoing *bona fide* basis, consulting, technical, management or other services to the Corporation or to any of its Subsidiaries, other than services provided in relation to a “distribution” (as defined in under applicable securities law);
 - (B) provides the services under a written contract between the Corporation or any of its subsidiaries and the individual or the Company; and
 - (C) spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or any Subsidiaries thereof,
- (xiv) “**Corporation**” has the meaning ascribed to such term in Section 1(a).
- (xv) “**Director**” means a member of the Board.
- (xvi) “**Disability**” means the mental or physical state of a Participant such that the Participant has been unable as a result of illness, disease, mental or physical incapacity or similar cause, to fulfill the material and substantial duties and obligations of such Participant to the Corporation or any of the Subsidiaries, as the case may be, either for any consecutive six month period or for any period of 12 months (whether or not consecutive) in any consecutive 24 month period.
- (xvii) “**DSU**” means deferred share unit, a right granted under and subject to restrictions pursuant to Section 7 hereof.
- (xviii) “**DSU Account**” has the meaning ascribed to such term in Section 7(e) hereof.
- (xix) “**DSU Component**” means the component(s) of the Plan relating to DSUs.

- (xx) “**DSU Settlement Date**” has the meaning ascribed to such term in Section 7(c).
- (xxi) “**Employee**” means: (A) an individual who is considered an employee of the Corporation or of a Subsidiary under the *Income Tax Act* (Canada) (and for whom income tax, employment insurance and Canada Pension Plan deductions must be made at source); (B) an individual who works full-time for the Corporation or a Subsidiary providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or a Subsidiary over the details and method of work as an employee of the Corporation or a Subsidiary, as the case may be, but for whom income tax deductions are not made at source; or (C) an individual who works for the Corporation or a Subsidiary on a continuing and regular basis for a minimum amount of time per week (the number of hours should be disclosed in any reporting to the TSXV) providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or a Subsidiary over the details and method of work as an employee of the Corporation or a Subsidiary, as the case may be, but for whom income tax deductions are not made at source.
- (xxii) “**ESSP(s)**” or “**Employee Share Purchase Plan(s)**” means, collectively, any employee share purchase plan of the Corporation in effect on or after the date hereof which provides Employees with the opportunity to purchase or be issued Shares from the treasury of the Corporation.
- (xxiii) “**Fair Market Value**” means, as of any date: (i) if the Shares are not then publicly traded, the fair market value of such Shares on the day immediately preceding such date, as determined by the Board in its sole and absolute discretion; or (ii) if the Shares are publicly traded, the volume weighted average trading price of the Shares for the five trading days immediately preceding such date on the TSXV or the principal securities exchange on which the majority of the trading in the Shares occurs or, if the Shares are not then listed and posted for trading on the TSXV or any securities exchange, but are traded in the over-the-counter market, the volume weighted average trading price of the Shares for the five trading days immediately preceding such date.
- (xxiv) “**ESPP Shares**” means any Shares issued from treasury by an Employee under an ESPP where the Corporation has provided financial assistance to the Employee in respect of such treasury purchases and which financial assistance has not yet been repaid, and for greater certainty, excludes: (i) Shares issued to an Employee under an ESPP where the Employee paid the fair market value for the Shares; and (ii) Shares purchased on the open market for or on behalf of an Employee;
- (xxv) “**Insider**” has the meaning ascribed to such term in Policy 1.1 of the TSXV Corporate Finance Manual.
- (xxvi) “**Investor Relations Activities**” means any activities, by, or on behalf of, the Corporation or a Subsidiary, that promote or reasonably could be expected to promote the purchase or sale of securities of the Corporation, but does not include:

- (A) the dissemination of information provided, or records prepared, in the ordinary course of business of the Corporation:
 - (1) to promote the sale of products or services of the Corporation; or
 - (2) to raise public awareness of the Corporation,that cannot reasonably be considered to promote the purchase or sale of securities of the Corporation;
 - (B) activities or communications necessary to comply with the requirements of:
 - (1) applicable securities laws;
 - (2) TSXV requirements or the by-laws, rules or other regulatory instruments of any other self regulatory body or exchange having jurisdiction over the Corporation;
 - (C) communications by a publisher or, or writer for, a newspaper, magazine or business or financial publication, that is of general and regular paid circulation, distributed only to subscribers to it for value or to purchasers of it, if:
 - (1) the communication is only through the newspaper, magazine or publication; and
 - (2) the publisher or writer receives no commission or other consideration other than for acting in the capacity of publisher or writer; or
 - (D) activities or communications that may be otherwise specified by the TSXV.
- (xxvii) “**Investor Relations Service Provider**” includes any Consultant that performs Investor Relations Activities and any Director, Employee, or Management Company Employee whose role and duties primarily consist of Investor Relations Activities.
- (xxviii) “**Management Company Employee**” means an individual employed by a company providing management services to the Corporation, which services are required for the ongoing successful operation of the business enterprise of the Corporation.
- (xxix) “**Market Price**” has the meaning ascribed to such term in Policy 1.1 of the TSXV Corporate Finance Manual, provided that the Shares trade on the TSXV. If the Shares do not trade on the TSXV, “**Market Price**” shall mean the Fair Market Value (as defined herein).
- (xxx) “**Net Exercise Right**” has the meaning set forth in Section 5(d);

- (xxxix) “**New Employment**” has the meaning ascribed to such term in Section 8(b) hereof.
- (xxxii) “**Officer**” means an officer (as defined under applicable securities laws) of the Corporation or any of its Subsidiaries.
- (xxxiii) “**Option**” means any option to purchase Shares granted pursuant to Section 5 hereof or previously granted and governed by this Plan.
- (xxxiv) “**Option Component**” means the component(s) of the Plan relating to the grant of Options.
- (xxxv) “**Option Price**” has the meaning set forth in Section 5(a).
- (xxxvi) “**Outstanding Options**” has the meaning ascribed to such term in Section 4(a) hereof.
- (xxxvii) “**Participant**” means a *bona fide* Director, Officer, Employee, Management Company Employee or Consultant that is the recipient of an Award granted or issued by the Corporation.
- (xxxviii) “**Performance Multiplier**” means the Performance Multiplier up to a maximum of 200% determined by the Board to be applicable to a particular award of PSUs and set out in the Award Agreement for an award of PSUs.
- (xxxix) “**Person**” means an individual, partnership, limited partnership, corporation, limited liability company, trust, joint venture, unincorporated association, or other entity or association.
- (xl) “**Plan**” means this Third Amended and Restated Equity Incentive Plan or, where the context requires, the Previous Plan.
- (xli) “**Plan Substitution**” has the meaning ascribed to such term in Section 4(e)(i).
- (xlii) “**Previous Plan**” has the meaning set forth on the first page of this Plan;
- (xlili) “**PSU**” means a performance share unit, a right granted under and subject to restrictions pursuant to Section 6 hereof.
- (xliv) “**PSU Account**” has the meaning ascribed to such term in Section 6(e) hereof.
- (xlv) “**PSU Component**” means the component(s) of the Plan relating to PSUs.
- (xlvi) “**PSU Settlement Date**” means the date on which Shares, the Cash Equivalent or a combination of Shares and cash are issued to a Participant following the vesting of the PSUs in such Participant’s PSU Account, such date being as soon as practicable (and in any event not later than thirty days) after the vesting of such PSUs.
- (xlvii) “**RSU**” means a restricted share unit, a right granted under and subject to restrictions pursuant to Section 6 hereof.

- (xlviii) “**RSU Account**” has the meaning ascribed to such term in Section 6(e) hereof.
- (xlix) “**RSU Component**” means the component(s) of the Plan relating to RSUs.
- (l) “**RSU Settlement Date**” means the date on which Shares, the Cash Equivalent or a combination of Shares and cash are issued to a Participant following the vesting of the RSUs in such Participant’s RSU Account, such date being as soon as practicable (and in any event not later than thirty days) after the vesting of such RSUs.
- (li) “**Share-Based Compensation Component**” means, collectively, the RSU Component, the PSU Component and the DSU Component of this Plan.
- (lii) “**Shareholder**” means a holder of Shares.
- (liii) “**Shareholder Rights Plan**” means any Shareholder right plan adopted by the Corporation from time to time.
- (liv) “**Shares**” mean common shares in the capital stock of the Corporation subject to substitution or adjustment as provided in Section 4(d) hereof.
- (lv) “**Subsidiary**” means any partnership, corporation or trust that is a subsidiary of the Corporation, as such term is defined under subsection 2(2) of the Business Corporations Act (British Columbia), read as if the word “body corporate” includes a trust, partnership, limited liability company or other form of business organization.
- (lvi) “**Tax Act**” means the *Income Tax Act* (Canada) and the regulations thereto, as amended from time to time.
- (lvii) “**TSXV**” means the TSX Venture Exchange, or such other principal stock exchange on which the Shares are listed.

SECTION 2. Administration.

- (a) The Plan will be administered by the Board; provided however, that the Board may at any time appoint a Committee to perform some or all of the Board’s administrative functions hereunder; and provided further, that the authority of any Committee appointed pursuant to this Section 2 will be subject to such terms and conditions as the Board may prescribe and will be coextensive with, and not in lieu of, the authority of the Board hereunder.
- (b) Directors who are eligible for Awards or have received Awards may vote on any matters affecting the administration of the Plan or the grant of Awards, except that no such member will act upon the grant of an Award to himself or herself, but any such member may be counted in determining the existence of a quorum at any meeting of the Board during which action is taken with respect to the grant of Awards to himself or herself.

(c) The Board will have full authority to grant Awards under the Plan. In particular, subject to the terms of the Plan, the Board will have the authority:

- (i) to select the Participants to whom Awards may from time to time be granted hereunder (consistent with the eligibility conditions set forth in Section 3);
- (ii) to determine the type of Award to be granted to any Participant hereunder;
- (iii) to determine the number of Shares, if any, to be covered by each Award; and
- (iv) to establish the terms and conditions of each Award Agreement.

(d) The Board will have the authority to: (i) establish, amend and rescind such administrative rules, guidelines and practices governing the Plan as it, from time to time, deems advisable; (ii) to interpret the terms and provisions of the Plan, any Award issued under the Plan, and any Award Agreement; and (iii) to otherwise supervise the administration of the Plan. The Board may correct any defect, supply any omission or reconcile any inconsistency in the Plan or in any Award in the manner and to the extent it deems necessary to carry out the intent of the Plan.

(e) All decisions made by the Board pursuant to the provisions of the Plan will be final and binding on all Persons, including the Corporation and Participants. No Director will be liable for any good faith determination, act or omission in connection with the Plan or any Award.

SECTION 3. Eligibility.

(a) Only Persons who are a Director, Officer, Employee, Management Company Employee or Consultant of the Corporation or any Subsidiary of the Corporation are eligible to be granted Awards under the Plan, provided that Investor Relations Service Providers are not eligible to receive any Awards (or other securities-based compensation) other than Options.

(b) The Corporation is responsible for ensuring and confirming that a Person is qualified as a Participant by virtue of being a *bona fide* Employee, Consultant or Management Company Employee. A Participant is also responsible for ensuring that the Participant is a *bona fide* Employee, Consultant or Management Company Employee.

SECTION 4. Shares Subject to the Plan.

(a) Shares Subject to the Plan. The Shares to be subject to or related to Awards under the Plan will be authorized and unissued Shares of the Corporation. The maximum number of Shares that are issuable to Participants under Awards subject to this Plan is that number of Shares equal to 10% of the issued and outstanding Shares as at the time of the grant or issuance of the Awards, less the number of Shares equal to: (i) the number of ESPP Shares relating to ESPPs in effect at such time; and (ii) any Shares issuable (but not issued) pursuant to other securities-based compensation issued or granted by the Corporation and in effect at such time.

As at the date hereof, there are **249,002** Options issued, outstanding and unexercised, granted under prior stock option plans of the Corporation, including the Previous Plan (the “**Outstanding Options**”).

The Outstanding Options will remain outstanding following the adoption of the Plan and shall be exercisable, redeemable and/or expire in accordance with the terms of the option agreement(s) entered into between the Corporation and the holder of such Options. For greater certainty, the number of Shares issuable upon the exercise of the Outstanding Options shall be included in the calculation of the maximum number of Shares issuable pursuant to the Option Component of the Plan.

The Plan is an “evergreen” plan as described under paragraph (c) below.

(b) Restriction on Awards

- (i) At any point in time, the maximum aggregate number of Shares issuable pursuant to Awards granted or issued to Insiders (as a group) under this Plan, together with the ESPP Shares held by Insiders (as a group) and Shares issuable to Insiders (as a group) under any other securities based compensation plan of the Corporation at such time, cannot exceed 10% of the issued and outstanding Shares at such time (unless the Corporation has obtained the requisite approval from disinterested Shareholders);
- (ii) In any 12-month period, the maximum aggregate number of Shares that are issuable under Awards granted or issued to Insiders (as a group) under this Plan, together with the ESPP Shares held by Insiders (as a group) and Shares issuable to Insiders (as a group) under any other securities based compensation plan of the Corporation in effect during such period, cannot exceed 10% of the Shares of the Corporation, calculated as at the date of grant or issuance of the Award or other securities-based compensation;
- (iii) The maximum aggregate number of Shares that are issuable under Awards, together with ESPP Shares and any other securities-based compensation granted or issued to any one Participant in any 12-month period must not exceed 5% of the issued and outstanding Shares (or 2% of the issued and outstanding Shares in the case of a Consultant), calculated as at the date the Award or other securities-based compensation is granted or issued to the Participant (unless the Corporation has obtained the requisite approval from disinterested Shareholders); and
- (iv) Investor Relations Service Providers may not receive any Awards (or other securities-based compensation) other than Options and no Investor Relations Service Provider may be granted Options over any 12-month period that exceeds 2% of the issues and outstanding Shares;

(c) Evergreen Plan. The Plan is an “evergreen” plan, as Shares covered by Awards which have been exercised or settled, as applicable, and Awards which expire or are forfeited, surrendered, cancelled or otherwise terminated or lapse for any reason without having been exercised, will be available for subsequent grant under the Plan and the number of Awards that may be granted under

the Plan increases if the total number of issued and outstanding Shares increases. Shares will not be deemed to have been issued pursuant to the Plan with respect to any portion of an Award that is settled in cash.

(d) Other Adjustments. In the event of any recapitalization, reorganization, arrangement, amalgamation, split or combination, stock dividend or other similar event or transaction, substitutions or adjustments will be made by the Board in its discretion: (i) to the aggregate number, class and/or issuer of the securities reserved for issuance under the Plan; (ii) to the number, class and/or issuer of securities subject to outstanding Awards; and (iii) to the exercise price of Outstanding Options, in each case in a manner that reflects equitably the effects of such event or transaction. Before the Board may effect any Award substitution or adjustment occurring in connection with a recapitalization, reorganization, arrangement, amalgamation, merger, stock dividend or other similar event or transaction, the Corporation must obtain TSXV approval for such substitution or adjustment.

The appropriate adjustments in the number of Shares under an Award and the other terms and conditions thereunder, may be made by the Board in its sole discretion and in order to give effect to the adjustments in the number of Shares of the Corporation resulting from the implementation and operation of the Shareholder Rights Plan.

(e) Change of Control.

(i) Notwithstanding anything to the contrary set forth in the Plan, upon or in anticipation of any Change of Control of the Corporation, the Board may, in its sole and absolute discretion and without the need for the consent of any Participant, cancel any Award in exchange for a substitute Award with respect to the capital successor entity or its parent contingent upon the occurrence of that Change of Control (a “**Plan Substitution**”). Awards granted or issued under a Plan Substitution shall have no less economic value, no more stringent performance conditions, and similar vesting schedules as existing Awards.

(ii) If a Plan Substitution is not effected by the Board, the Board may cause any or all outstanding Awards to become vested and immediately exercisable, provided that the Participant’s employment, service or term of office with the Corporation or an Subsidiary, or the contract of the designated Consultants with which a Participant is an Officer or Employee is terminated without Cause and further provided that, in the case of PSUs, the number of PSUs that shall vest and the associated Performance Multiplier shall be set by the Board in its sole discretion based on its assessment of the extent of the Participant’s satisfaction of the performance criteria under the applicable Award Agreement.

(f) Vesting Conditions. While the Shares are listed for trading on the TSXV, subject to the Award Agreement:

(i) DSUs, PSUs and RSUs. Except as may be permitted by the TSXV, no DSU, PSU or RSU may vest before the date that is one year following the date the Award is granted or issued, provided that this requirement shall be deemed to be accelerated

for a Participant who dies or who ceases to be an eligible Participant under the provisions hereof (or who remains eligible as a Participant but whose Awards are required to be settled) in connection with a Change of Control, take-over bid, reverse take-over or similar transaction. For greater certainty, if a DSU, PSU or RSU is granted, additional DSUs, PSUs and RSUs shall accrue on such DSU, PSU or RSU, as the case may be, during the vesting period thereof, and such additional DSUs, PSUs or RSUs shall vest on the same date as the date upon which the original DSU, PSU or RSU vests.

(ii) Options. Any Options may vest immediately, other than Options granted to any Investor Relations Service Provider, which must vest no earlier than over twelve (12) months on a quarterly basis in equal installments with the first vesting period occurring three (3) months following the date of the grant, in accordance with the vesting restrictions set out in Section 4.4(c) of Policy 4.4 of the TSXV.

(g) Non-Transferability of Awards. No Award is assignable or transferable.

(h) Not a Shareholder. Under no circumstances shall any unvested and/or unexercised Award be considered Shares, nor shall the holder thereof be entitled to any rights of a Shareholder, including, without limitation, any exercise of voting rights, right to receive dividends or the exercise of any other rights attaching to ownership of Shares, except in the case of ESPP Additional Shares and ESPP Phantom Dividend Shares, where Employees who acquired Shares under the Employee Share Purchase Plan may accrue dividends on the Additional Shares for the purposes of purchasing ESPP Phantom Dividend Shares.

(i) Recoupment. Notwithstanding any other terms of this Plan, Awards may be subject to potential recoupment, rescission, payback or other action in accordance with the terms of any clawback recoupment or similar policy adopted by the Corporation or the relevant Subsidiary of the Corporation, or as set out in the Participant's employment agreement, consulting agreement or Award Agreement, or as otherwise required by law or the rules of the TSXV. The Board may at any time waive the application of this Section 4(i) to any Participant or category of Participants.

SECTION 5. Options

Any Option granted under the Plan will be in such form as the Board may at the time of such grant approve. The Award Agreement evidencing any Option will incorporate the following terms and conditions and will contain such additional terms and conditions (including that vesting may be subject to performance tests at the discretion of the Board), not inconsistent with the terms of the Plan, as the Board deems appropriate in its sole and absolute discretion:

(a) Option Price. The exercise price per Share purchasable under an Option will be determined by the Board and will not be less than 100% of the last closing price of a Share on the TSXV (or any other stock exchange or market on which the Shares are principally traded) before the date of the grant, less applicable discounts permitted by the TSXV, or such other minimum exercise price as may be required by the TSXV (the "**Option Price**"). Subject to applicable regulatory requirements and approval, the Board may reprice the prevailing exercise price of an Option. Any reduction in the exercise price of an Option held by a Participant who is an Insider at the time of

the proposed amendment is, however, subject to disinterested Shareholder approval if and as required by the TSXV.

(b) Option Term. The term of each Option will be fixed by the Board, provided, however, that no Option will be exercisable more than 10 years after the date the Option is granted, except as the same may be reduced pursuant to the provisions of Section 8. No Option may be exercised by any Person after expiration of the term of the Option.

If the term of an Option of any Participant under the Plan expires during a Black Out Period, then such Option shall expire on the date that is seven Business Days following the end of the Black Out Period. The Black Out Period shall not be subject to the discretion of the Board.

(c) Exercisability. Options will vest and be exercisable immediately, unless (subject to the limitation set forth in Section 4(f)(ii)) the Board determines at the time of grant that a particular Option will vest and be exercisable in whole or in part on different dates and provided that, if an Option is subject to a vesting period, the Board may in its sole discretion accelerate the vesting and exercisability of such Option in whole or in part on an earlier date. Any Options granted to an Insider or with an Option Price less than the Market Price at the date of grant shall be subject to a resale restriction for four (4) months from the date of grant, with such restriction applying to any Shares issued upon exercise of any Options subject thereto.

(d) Method of Exercise. Subject to the exercisability and termination provisions set forth herein and in the applicable Award Agreement, Options may be exercised in whole or in part at any time and from time to time during the term of the Option, by the delivery of written notice of exercise by the Participant to the Corporation specifying the number of Shares to be purchased. Such notice shall be accompanied by payment in full of the purchase price, either by (i) cash, certified cheque or bank draft, or (ii) by such other method as the Board may approve or accept, including pursuant to a Net Exercise Right (as defined below).

The Board may, in its discretion and at any time, determine to grant a Participant the alternative, when entitled to exercise an Option, to deal with such Option on a “net exercise” basis, on such terms as the Board may determine in its discretion (the “**Net Exercise Right**”). Without limitation, the Board may determine in its discretion that such Net Exercise Right, if any, grants a Participant the right to terminate such Option in whole or in part by notice in writing to the Corporation and to receive, in lieu of receiving Shares pursuant to the exercise of the Option, without payment to the Corporation of any cash other than pursuant to Section 10(e) (if and to the extent applicable):

- (i) that number of Shares, disregarding fractions, which when multiplied by the Fair Market Value on the day immediately prior to the exercise of the Net Exercise Right, have a total value equal to the product of: (x) that number of Shares subject to the Option multiplied by: (y) the difference between the Fair Market Value on the day immediately prior to the exercise of the Net Exercise Right and the Option Price, less the Applicable Withholdings as determined and calculated by the Corporation, excluding fractions (unless the Participant has complied with Section 10(e) to the satisfaction of the Board); or

- (ii) at the request of the Participant, a cash payment equal to the difference between the Fair Market Value on the day immediately prior to the date of exercise of the Net Exercise Right, and the Option Price, less the Applicable Withholdings as determined and calculated by the Corporation, excluding fractions.

In the event the Participant requests the cash settlement of a Net Exercise Right pursuant to section 5(d)(ii), the Corporation shall make an election pursuant to subsection 110(1.1) of the *Income Tax Act* (Canada).

A Participant will not have the right to Cash Dividends or any other rights of a Shareholder with respect to Shares subject to the Option until the Participant has given written notice of exercise, has paid in full for such Shares, if requested, has given the representation described in Section 10(a) hereof and fulfills such other conditions as may be set forth in the applicable Award Agreement.

- (e) Termination of Service. Unless otherwise specified in the Award Agreement, Options will be subject to the terms of Section 8 with respect to exercise upon, or following termination of, employment or other service of the Participant.

SECTION 6. RSUs and PSUs.

(a) General. RSUs and/or PSUs may be granted hereunder and credited to a Participant's RSU Account or PSU Account, as the case may be, subject to such terms and conditions as the Board may impose, for services rendered by the Participant in the year of the grant or in the prior year. Each RSU and PSU shall initially have a value equal to the Fair Market Value of a Share as at the date the RSU or PSU is granted, as the case may be. Each RSU will represent the right to receive from the Corporation, subject to the terms hereof and the fulfillment of any applicable conditions on the RSU Settlement Date, one Share on the RSU Settlement Date. Each PSU will represent the right to receive from the Corporation, subject to the terms hereof and the fulfillment of any applicable conditions (including the applicable performance-based conditions) on the PSU Settlement Date, the number of Shares equal to the product of the (x) the Performance Multiplier, multiplied by (y) one (1), on the PSU Settlement Date. The issuance of Shares shall be made by the Corporation as soon as practicable (and in any event not later than thirty days) after vesting of the RSU or PSU, as the case may be, and the fulfillment of any applicable conditions, including applicable any performance-based conditions. Unless otherwise determined by the Board, RSUs and PSUs may not be sold, pledged, assigned, hypothecated, gifted, transferred or disposed of in any manner, either voluntarily or involuntarily by operation of law, other than by will or by the laws of descent or distribution. All other terms governing RSUs and PSUs, such as vesting, performance criteria, Cash Dividend rights, time and form of payment and termination of RSUs or PSUs, as the case may be, shall be set forth in the applicable Award Agreement.

(b) Vesting. One-third of RSUs will begin to vest on and after the first anniversary of the date of grant, one-third of RSUs will begin to vest on and after the second anniversary of the date of grant and one-third of RSUs will begin to vest on and after the third anniversary of the date of grant, subject to the right of the Board to determine at the time of grant that a particular RSU will vest on different dates and to determine at any time after the time of grant that a particular RSU will vest at an earlier time (subject to Section 4(f) hereof). PSUs will begin to vest on and after the

third anniversary of the date of grant, subject to the right of the Board to determine at the time of grant that a particular PSU will vest on different dates and to determine at any time after the time of grant that a particular PSU will vest at an earlier time (subject to Section 4(f) hereof). The Corporation shall settle each vested RSU or PSU by any of the following methods or by a combination of such methods as determined by the Board in its discretion, subject to any necessary TSXV approvals:

- (i) subject to Section 10(e): (A) in the case of RSUs, issuing the Participant one (1) fully paid and non-assessable Share from treasury for each vested RSU; or (B) in the case of PSUs, issuing the Participant the number of fully paid and non-assessable Shares from treasury for each vested PSU equal to the product of (x) the Performance Multiplier, multiplied by (y) one (1), and, for both RSUs and PSUs, delivering a share certificate to the Participant representing the amount thereof (or in the case of Shares issued in uncertificated form, causing the issuance of the aggregate number of Shares as the Participant shall then be entitled to receive to be evidenced by a book position on the register of the Shareholders maintained by the transfer agent and registrar of the Corporation); or
 - (ii) at the election of the Participant, making a cash payment to the Participant in the amount of the Cash Equivalent; or
 - (iii) any combination of Shares and (at the election of the Participant) cash as contemplated by paragraphs (i) and (ii) above.
- (c) Redemption and Settlement. Subject to an applicable Black Out Period and Section 8 hereof, following vesting, and subject to the Participant's satisfaction of any conditions, restrictions or limitations imposed by the Board: (i) each RSU granted to a Participant's RSU Account shall entitle the Participant to receive on the RSU Settlement Date, one Share; (ii) each PSU granted to a Participant's PSU Account shall entitle the Participant to receive on the PSU Settlement Date, the number of Shares equal to the product of the (x) the Performance Multiplier, multiplied by (y) one (1). As of the RSU Settlement Date or the PSU Settlement Date, the RSUs and PSUs in respect of which such Shares are issued, respectively, shall be cancelled and no further payments shall be made to the Participant under the Plan in relation to such RSUs or PSUs, as the case may be.
- (d) Dividends.
- (i) Whenever a Cash Dividend is paid on the Shares, additional RSUs and/or PSUs, the number of which will be computed pursuant to Section 6(d)(ii), shall accrue in respect of each Participant who has, prior to such Cash Dividend, been granted RSUs and/or PSUs, as the case may be, (whether or not such RSUs and/or PSUs are vested on the date of such Cash Dividend). RSUs and/or PSUs granted pursuant to this Section 6(d) will be credited to the RSU Account and/or PSU Account of the applicable Participant, as the case may be, and vest on the same terms and time (and subject to vesting) as the RSUs and/or PSUs in respect of which the additional RSUs and/or PSUs were accrued.

- (ii) The number of additional RSUs and/or PSUs which shall accrue in respect of each applicable Participant under Section 6(d)(i) shall be calculated by dividing: (a) the amount determined by multiplying: (x) the number RSUs or PSUs, as the case may be, credited to the Participant on the record date for the payment of such Cash Dividend; by (y) the Cash Dividend paid per Share; by (b) the Fair Market Value of a Share on the Cash Dividend payment date for such Cash Dividend, in each case, with fractions computed to two decimal places.
 - (iii) For greater certainty, additional RSUs and/or PSUs shall only accrue pursuant to this Section 6(d) provided that such accrual does not contravene the thresholds for Awards set forth in Section 4(b) hereof. If any additional RSU or PSU would contravene the thresholds for Awards set forth in Section 4(b) hereof, the Board may either elect to make a cash payment to the Participant equal to the product of (a) the number RSUs and/or PSUs, as the case may be, credited to the Participant on the record date for the payment of such Cash Dividend, multiplied by (b) the Cash Dividend paid per Share in lieu of the grant of such additional RSUs and/or PSUs, as the case may be, or otherwise void the Participant's entitlement thereto.
 - (iv) If the Plan does not have available Awards to grant additional RSUs and/or PSUs, as the case may be, upon payment of a Cash Dividend by the Corporation, the Board may either elect to make a cash payment to the Participant calculated in accordance with Section 6(d)(iii) in lieu thereof or otherwise void the Participant's entitlement thereto.
- (e) RSU Account and PSU Account. Certificates need not be issued with respect to RSUs and PSUs. An account, to be known as a “**RSU Account**” or a “**PSU Account**” shall be maintained by the Corporation for each Participant granted RSUs or PSUs, as the case may be, and will be credited with notional grants of RSUs or PSUs received by a Participant from time to time.

SECTION 7. DSUs.

- (a) General. DSUs may be granted hereunder and credited to a Participant's DSU Account, subject to such terms and conditions as the Board may impose. Each DSU shall initially have a value equal to the Fair Market Value of a Share as at the date the DSU is granted. Each DSU will entitle the holder thereof the right to receive from the Corporation on the date designated by the Participant in a written notice to the Corporation, such date not to be earlier than the date the Participant ceases to be eligible under the Plan, one Share on the DSU Settlement Date. Unless otherwise determined by the Board, DSUs may not be sold, pledged, assigned, hypothecated, gifted, transferred or disposed of in any manner, either voluntarily or involuntarily by operation of law, other than by will or by the laws of descent or distribution; provided however, that a Participant may assign or transfer any DSUs such Participant is entitled to, to a personal holding company wholly owned by such Participant. All other terms governing DSUs, such as vesting, Cash Dividend rights, time and form of payment and termination of DSUs shall be set forth in the applicable Award Agreement.
- (b) Vesting. Subject to Section 4(f) of this Plan, DSUs granted on a particular date will vest on the date the Participant ceases to be eligible under the Plan. The Corporation shall settle each

vested DSU by any of the following methods or by a combination of such methods as determined by the Board in its discretion, subject to any necessary TSXV approvals:

- (i) Subject to section 10(e), issuing the Participant one (1) fully paid and non-assessable Share from treasury for each vested DSU and delivering a share certificate to the Participant representing the amount thereof (or in the case of Shares issued in uncertificated form, causing the issuance of the aggregate number of Shares as the Participant shall then be entitled to receive to be evidenced by a book position on the register of the Shareholders of the Corporation maintained by the transfer agent and registrar of the Corporation);
- (ii) at the election of the Participant, making a cash payment to the Participant equal to the Cash Equivalent; or
- (iii) any combination of Shares and (at the election of the Participant) cash as contemplated by paragraphs (i) and (ii) above.

(c) Redemption. Subject to an applicable Black Out Period and Section 8 hereof, each Participant who has DSUs granted to their DSU Account shall be entitled receive from treasury that number of Shares equal to the number of DSUs in their DSU Account, after the Participant ceases for any reason to be a Director, Employee or Officer, and after the DSUs granted to the Participant's DSU Account have vested in accordance with Section 7(b) hereof. The Participant may designate the date of receiving the Shares, the Cash Equivalent or a combination of Shares and cash issuable under their DSU Account (the "**DSU Settlement Date**") by communicating such date to the Board in writing at least 15 days prior to such DSU Settlement Date (or such earlier date after the Participant ceases to be a Director, Employee or Officer of the Corporation, and after the Participant's DSUs have vested, as the Participant and the Corporation may agree). The DSU Settlement Date shall be no later than the end of the calendar year following the year in which the Participant has died or has ceased to be a Director, Employee, or Officer. If the Participant provides no notice with respect to the DSU Settlement Date, then the DSU Settlement Date shall be the first anniversary of the effective date that the Participant had died or has ceased to be a Director, Employee, or Officer.

(d) Dividends.

- (i) Whenever a Cash Dividend is paid on the Shares, additional DSUs, the number of which will be computed pursuant to Section 7(d)(ii), shall accrue in respect of each Participant who has, prior to such Cash Dividend, been granted DSUs (whether or not such DSUs have vested). DSUs granted pursuant to this Section 7(d) will be credited to the DSU Account of the applicable Participant and vest on the same terms and time as the DSUs in respect of which the additional DSUs were accrued.
- (ii) The number of additional DSUs which shall accrue in respect of each applicable Participant under Section 7(d)(i) shall be calculated by dividing: (a) the amount determined by multiplying: (x) the number DSUs credited to the Participant on the record date for the payment of such Cash Dividend; by (y) the Cash Dividend paid per Share; by (b) the Fair Market Value of a Share on the Cash Dividend payment

date for such Cash Dividend, in each case, with fractions computed to two decimal places.

- (iii) For greater certainty, additional DSUs shall only accrue pursuant to this Section 7(d) provided that such accrual does not contravene the thresholds for Awards set forth in Section 4(b) hereof. If any additional DSU would contravene the thresholds for Awards set forth in Section 4(b) hereof, the Board may either elect to make a cash payment to the Participant equal to the product of (a) the number DSUs credited to the Participant on the record date for the payment of such Cash Dividend, multiplied by (b) the Cash Dividend paid per Share in lieu of the grant of such additional DSUs, or otherwise void the Participant's entitlement thereto.
- (iv) If the Plan does not have available Awards to grant additional DSUs upon payment of a Cash Dividend by the Corporation, the Board may either elect to make a cash payment to the Participant calculated in accordance with Section 7(d)(iii) in lieu thereof or otherwise void the Participant's entitlement thereto.
- (e) DSU Account. Certificates need not be issued with respect to DSUs. An account, to be known as a "**DSU Account**" shall be maintained by the Corporation for each Participant granted DSUs and will be credited with notional grants of DSUs received by a Participant from time to time.
- (f) No Additional Benefit. For greater certainty, neither a Director to whom DSUs are granted nor any person with whom such Director does not deal at arm's length with (for the purposes of the Tax Act) shall be entitled, either immediately or in the future, either absolutely or contingently, to receive or obtain any amount of benefit granted, or to be granted, for the purpose of reducing the impact, in whole or in part, of any reduction in the Fair Market Value of the Shares to which the DSUs relate.

SECTION 8. Termination of Service.

Unless otherwise specified by the Board with respect to a particular Award, any Awards will expire in accordance with the terms of this Section 8. Notwithstanding any other terms of this Section 8 or any determination made by the Board with respect to a particular Award, any Award must expire within 12 months following the date that the applicable Participant ceases to be an eligible Participant under this Plan.

- (a) Termination by Reason of Death. If a Participant's service with the Corporation or any Subsidiary or with any Consultant terminates by reason of death, any unvested PSUs held by such Participant will immediately and automatically expire as of the date of such termination and the vested portion of such Participant's PSUs, if any, shall be settled in accordance with its terms, provided that if such termination by reason of death occurs following the second anniversary of the date of grant of the PSUs, but prior to the vesting of such PSUs in accordance with Section 6(b) hereof, the unvested portion of the PSUs will thereafter continue to vest for a maximum period ending 12 months following the date of termination (or, if sooner, on the last day of the stated term of such PSU) and will thereafter be settled in accordance with its terms. If a Participant's service

with the Corporation or any Subsidiary or with any Consultant terminates by reason of death, any Award, other than PSUs, held by such Participant will be immediately fully vested and:

- (i) in the case of Options, all Options granted to the deceased Participant and outstanding on death thereof shall fully vest and only be exercisable by the legal representative of the estate or by the legatee of the Participant under the will of the Participant, for a period ending 12 months following the date of death (or, if sooner, on the last day of the stated term of such Option), subject to any extension resulting from a Black Out Period, if applicable;
- (ii) in the case of RSUs, the RSU Settlement Date in respect of such RSUs shall be accelerated, such that, subject to the fulfillment of any applicable conditions, relating to such RSUs, the Shares underlying such RSUs shall be paid or issued as soon as practicable (and in any event not later than thirty days) after such acceleration; and
- (iii) in the case of DSUs, the redemption of such DSUs shall occur in accordance with its terms.

(b) Termination by Reason of Retirement. In the event of the retirement of the Participant from employment (and, if applicable, all offices then held by such Participant) by the Corporation, by a Subsidiary or by a Consultant, to the extent that there are any unvested Options or RSUs held by such Participant, such Options or RSUs will thereafter continue to vest and remain exercisable (or otherwise entitled the holder to receive the underlying Shares in accordance with its terms) for a maximum period ending 12 months following the date of retirement (or, if sooner, on the last day of the stated term of such Option or RSU, as applicable), subject to any extension resulting from a Black Out Period, if applicable. In the event such Participant ceases to be retired and becomes employed or associated with a competitor of the Corporation, determined in the sole discretion of the Board in good faith (“New Employment”), the Options or RSUs, as applicable, will thereafter continue to vest and be exercisable (or otherwise entitled the holder to receive the underlying Shares in accordance with its terms), subject to a maximum period of 90 days from the date of New Employment (or, if sooner, on the last day of the stated term of such Option or RSU, as applicable) provided that no Award other than Options may vest less than 12 months from the date of grant in the case of retirement. In the event of the retirement of the Participant from employment (and, if applicable, all offices then held by such Participant) by the Corporation, by an Subsidiary or by a Consultant, to the extent that there are any unvested PSUs, such PSUs will immediately and automatically expire as of the date of such retirement and the vested portion of the PSUs, if any, shall be settled in accordance with its terms. DSUs will be redeemed in accordance with their terms.

(c) Termination by Reason of Resignation or Natural Termination of Consultant Contract. In the event of the resignation of the Participant from employment by the Corporation or any Subsidiary or Consultant, or a Consultant’s contract terminates at its normal termination date, any unvested portion of the Awards will expire and terminate on the date of resignation or the normal termination or cessation date in the case of a Consultant, as applicable, and any vested portion of the Awards will be exercisable (or otherwise entitle the holder to receive the underlying Shares in accordance with its terms) for a maximum period ending 90 days (except an Investor Relations

Service Provider, which shall be 30 days) following the date of resignation or the normal termination date or cessation date, as applicable (or, if sooner, on the last day of the stated term of such Awards), subject to any extension resulting from a Black Out Period, if applicable.

(d) Termination by Reason of Disability. If a Participant's service with the Corporation or any Subsidiary or with any Consultant terminates by reason of Disability, any unvested PSUs held by such Participant will immediately and automatically expire as of the date of such termination and the vested portion of such Participant's PSUs, if any, shall be settled in accordance with its terms, provided that if such termination by reason of Disability occurs following the second anniversary of the date of grant of the PSUs, but prior to the vesting of such PSUs in accordance with Section 6(b) hereof, the unvested portion of the PSUs will thereafter continue to vest for a maximum period ending 12 months following the date of termination (or, if sooner, on the last day of the stated term of such PSU) and will thereafter be settled in accordance with its terms. If a Participant's service with the Corporation or any Subsidiary or with any Consultant terminates by reason of Disability, any Award, other than PSUs, held by such Participant will be immediately fully vested and:

- (i) in the case of Options, all Options granted to the Participant and outstanding on the date of termination by reason of Disability shall fully vest and only be exercisable by the Participant or his or her personal representative, for a period ending 12 months following the date of termination by reason of Disability (or, if sooner, on the last day of the stated term of such Option), subject to any extension resulting from a Black Out Period, if applicable;
- (ii) in the case of RSUs, the RSU Settlement Date in respect of such RSUs shall be accelerated, such that, subject to the fulfillment of any applicable conditions, relating to such RSUs, the Shares underlying such RSUs shall be paid or issued as soon as practicable (and in any event not later than thirty days) after such acceleration; and
- (iii) in the case of DSUs, the redemption of such DSUs shall occur in accordance with its terms.

(e) Termination of Employment or Service Without Cause. If a Participant's service as an Employee or Consultant is terminated without Cause (other than a termination pursuant to Section 8(a), (b), (c) or (d)), or a Participant's contract as a Consultant is terminated by the Corporation before its normal termination date without Cause, any unvested PSUs will immediately and automatically expire as of the date of termination and the vested portion of the PSUs, if any, shall be settled in accordance with its terms. If a Participant's service as an Employee or Consultant is terminated without Cause (other than a termination pursuant to Section 8(a), (b), (c) or (d)), or a Participant's contract as a Consultant is terminated by the Corporation before its normal termination date without Cause any unvested portion of the Awards, other than PSUs, will vest immediately and remain outstanding on the date of termination, and any such Awards will remain exercisable (or otherwise entitle the holder to receive the underlying Shares in accordance with its terms) for a maximum period ending 90 days following the date of termination (or, if sooner, on the last day of the stated term of such Award, as applicable), subject to any extension resulting from a Black Out Period, if applicable, provided that no Award, other than Options, may vest less than 12 months from the date of grant if a Participant is terminated without Cause. For the purposes

of this section only, “date of termination” refers to the later of: (i) the actual last day worked by the Employee or the Consultant and, (ii) the last date of the period that the Participant is in receipt of, or is eligible to receive, any statutory, contractual or common law notice or pay in lieu thereof.

(f) Termination of Employment or Service With Cause. If a Participant’s service as an Employee or Consultant is terminated for Cause is terminated before its normal termination date for Cause: (i) any Awards held by the Participant, whether vested or unvested, will immediately and automatically expire as of the date of such termination, and (ii) any Shares for which the Corporation has not yet delivered share certificates will be immediately and automatically forfeited and, in the case of Options, the Corporation will refund to the Participant the exercise price paid for such Shares, if any.

(g) Ceasing to Hold Office. Notwithstanding paragraphs (a) through (f), in the event that a Participant who is a Director (but is not an Employee, Officer or Consultant whose employment or contract has been terminated for cause or without constructive dismissal) ceases to hold office as a Director: (i) any unvested PSUs held by such Participant will immediately and automatically expire as of the date of the cessation of office and the vested portion of such Participant’s PSUs, if any, shall be settled in accordance with its terms, provided that if such cessation of office occurs following the second anniversary of the date of grant of the PSUs, but prior to the vesting of such PSUs in accordance with Section 6(b) hereof, the unvested portion of the PSUs will thereafter continue to vest for a maximum period ending 12 months following the date of termination (or, if sooner, on the last day of the stated term of such PSU) and will thereafter be settled in accordance with its terms; and (ii) any Awards, other than PSUs, held by such Participant will be fully vested and exercisable for a maximum period ending 12 months following the date of ceasing to hold office (or, if sooner, on the last day of the stated term of such Award), subject to any extension resulting from a Black Out Period, if applicable.

(h) Notwithstanding the forgoing provisions of this Section 8 and subject to any applicable regulatory approvals, the Board may, in its discretion, provide for the extension of the exercisability of an Option for any period that is not beyond the applicable expiration date thereof, eliminate or make less restrictive any restrictions governing an Award, waive any restriction or other provision of this Plan or an Award or otherwise amend or modify the Award in any manner that is either (a) not adverse to such Participant or (b) consented to by such Participant.

SECTION 9. Amendment and Termination.

(a) The Board may, in its sole discretion, at any time and from time to time, amend, suspend or terminate the Plan at any time without the approval of Shareholders, provided that no such amendment, suspension or termination may be made without obtaining any required approval of any regulatory authority or stock exchange or materially prejudice the rights of any holder under any Award.

(b) Notwithstanding the provisions of Section 9(a), the Board may not, without the approval of the Shareholders of the Corporation and the TSXV, make amendments to the Plan for any of the following purposes:

- (i) to increase the maximum number of Shares that may be issued pursuant to Awards granted under the Plan as set out in Section 4(a);
 - (ii) to reduce the exercise price of Options or to cancel and reissue Awards (other than pursuant to Section 4(d)) for Participants other than Insiders;
 - (iii) to extend the expiry date of Awards for the benefit of any Participant other than Insiders; and
 - (iv) to amend the provisions of this Section 9.
- (c) Notwithstanding the provisions of Section 9(a), the Board may not, without the disinterested approval of the Shareholders of the Corporation and the TSXV, make amendments to the Plan for any of the following purposes:
- (i) to reduce the exercise price of Options granted to Insiders;
 - (ii) to extend the expiry date of Awards for the benefit of any Insiders; and
 - (iii) to increase the maximum number of Shares issuable to Insiders pursuant to Section 4(a).
- (d) In addition to the changes that may be made pursuant to Section 4(d), but subject to Section 9(b) above, the Board may, at any time and from time to time, without the approval of the Shareholders, make amendments to the Plan including, but not limited to:
- (i) amendments of a technical, clerical or “housekeeping” nature, or to clarify any provision of the Plan;
 - (ii) amendments to respond to changes in legislation, regulations, stock exchange rules or accounting or auditing requirements; and
 - (iii) amendments in respect of the vesting provisions of any Awards,
- provided that:
- (iv) any required approval of any regulatory authority or stock exchange is obtained;
 - (v) if the amendments would reduce the exercise price of Options or extend the expiry date of Awards granted to Insiders, other than as authorized pursuant to Section 4(d), disinterested approval of the Shareholders must be obtained;
 - (vi) the Board would have had the authority to initially grant the Award under the terms as so amended; and
 - (vii) the consent or deemed consent of the holder of the Award is obtained if the amendment would materially prejudice the rights of such holder.

SECTION 10. General Provisions.

(a) The Board may require each Participant to represent to, and agree with, the Corporation in writing that the Participant is acquiring securities of the Corporation for investment purposes and without a view to distribution thereof and as to such other matters as the Board believes are appropriate.

(b) Shares shall not be issued hereunder unless, in the judgment of counsel for the Corporation, the issuance complies with the requirements of any stock exchange or quotation system on which the Shares are then listed or quoted, all rules and regulations promulgated thereunder and all other applicable laws.

(c) All certificates for Shares or other securities delivered under the Plan will be subject to such Share transfer orders and other restrictions as the Board may deem advisable under the rules, regulations, and other requirements of any stock exchange upon which the Shares are then listed and any applicable laws, and the Board may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

(d) Neither the adoption of the Plan nor the execution of any document in connection with the Plan will: (i) confer upon any Employee or a Consultant any right to continued employment or engagement with the Corporation or such Subsidiary, or (ii) interfere in any way with the right of the Corporation or such Subsidiary to terminate the employment of any of its Employees at any time or to terminate the service of any Consultant.

(e) With respect to any Award, unless the Board, at the election of the Participant, deducts the Applicable Withholdings in accordance with this Plan, the Participant will pay to the Corporation, or make arrangements satisfactory to the Board regarding the payment of, the Applicable Withholdings of the Participant as required by applicable law. The obligations of the Corporation under the Plan will be conditioned on such payment or arrangements and the Corporation will have the right to deduct any such taxes from any payment of any kind otherwise due to the Participant.

SECTION 11. Effective Date of Plan.

This Plan is effective on June 24, 2025 and amends and restates the Previous Plan adopted effective June 25, 2024.

SECTION 12. Term of Plan.

The Plan will continue in effect until terminated in accordance with Section 9.

SECTION 13. Invalid Provisions.

In the event that any provision of the Plan is found to be invalid or otherwise unenforceable under any applicable law, such invalidity or unenforceability will not be construed as rendering any other provisions contained herein as invalid or unenforceable, and all such other provisions will be given full force and effect to the same extent as though the invalid or unenforceable provision was not contained herein.

SECTION 14. Governing Law.

The Plan and all Awards granted hereunder will be governed by and construed in accordance with the laws of the Province of British Columbia.

SECTION 15. Board Action.

Notwithstanding anything to the contrary set forth in the Plan, any and all actions of the Board or Committee, as the case may be, taken under or in connection with the Plan and any agreements, instruments, documents, certificates or other writings entered into, executed, granted, issued and/or delivered pursuant to the terms hereof, will be subject to and limited by any and all votes, consents, approvals, waivers or other actions of all or certain Shareholders or other Persons required by the Corporation's constating document(s) and any other agreement, instrument, document or writing now or hereafter existing, between or among the Corporation and its Shareholders or other Persons (as the same may be amended from time to time).

SECTION 16. Notices.

Any notice to be given to the Corporation pursuant to the provisions of the Plan shall be given by registered or certified mail, postage prepaid, and, addressed, if to the Corporation, at its head office and addressed to the attention of its CEO (or such other individual as the Corporation may designate in writing from time to time), and, if to a Participant, to his or her address contained in the Corporation's personnel records, or at such other address as such Participant may from time to time designate in writing to the Corporation. Any such notice shall be deemed given or delivered three days after the date of mailing.