

**E36 CAPITAL CORP.  
STOCK OPTION PLAN**

This stock option plan (as amended from time to time, this "**Plan**") was adopted by the board of directors of E36 Capital Corp. (the "**Company**") effective as of July 31, 2019 in connection with the Company's initial public offering and listing of the Shares (as defined herein) on the TSX Venture Exchange (the "**Exchange**") pursuant to the Exchange's Capital Pool Company ("**CPC**") program. Notwithstanding anything herein to the contrary, while the Company remains a CPC, the terms of this Plan and the terms of all Options (as defined herein) granted hereunder shall include all required terms, conditions and restrictions set out in Policy 2.4 of the Exchange's Corporate Finance Manual ("**Policy 2.4**") as if they were reproduced herein. While the Company is a CPC, the requisite provisions of Policy 2.4 shall prevail in the event of any inconsistency with this Plan.

**PART 1  
INTERPRETATION**

1.1 Definitions. In this Plan, the following words and phrases shall have the following meanings:

- (a) "**Associate**" means, where used to indicate a relationship with any person:
  - (i) a partner, other than a limited partner, of that person;
  - (ii) a trust or estate in which that person has a substantial beneficial interest or for which that person serves as trustee or in a similar capacity;
  - (iii) a company in respect of which that person beneficially owns or controls, directly or indirectly, voting securities carrying more than 10% of the voting rights attached to all outstanding voting securities of the company; or
  - (iv) a relative, including the spouse or child, of that person or a relative of that person's spouse, where the relative has the same home as that person and for the purpose of this definition, "spouse" includes an individual who is living with another individual in a marriage-like relationship.
- (b) "**Board**" means the board of directors of the Company or, if applicable, the Committee.
- (c) "**Committee**" means a committee of the Board which may be appointed by the Board in accordance with this Plan or, if no such committee is appointed, the Board itself.
- (d) "**Consultant**" means, in relation to the Company, an individual (other than an Employee or Director of the Company) or company that:
  - (i) is engaged to provide, on an ongoing bona fide basis, consulting, technical, management or other services to the Company or an affiliate of the Company, other than services provided in relation to a distribution;
  - (ii) provides the services under a written contract between the Company or an affiliate of the Company and the individual or the company, as the case may be;

- (iii) in the reasonable opinion of the Company, spends or will spend, a significant amount of time and attention on the affairs and business of the Company or an affiliate of the Company; and
  - (iv) has a relationship with the Company or an affiliate of the Company that enables the individual to be knowledgeable about the business and affairs of the Company.
- (e) **“Director”** means a director of the Company or of any of its subsidiaries.
- (f) **“Discounted Market Price”** has the meaning ascribed thereto in the policies of the Exchange.
- (g) **“Disinterested Shareholder Approval”** means that the proposal must be approved by a majority of the votes cast at a shareholders’ meeting of the Company, other than votes attaching to securities of the Company beneficially owned by Insiders and their Associates, and, for purposes of this Plan, holders of non-voting and subordinate voting securities of the Company, if any, will be given full voting rights on any resolution which requires disinterested shareholder approval.
- (h) **“Employee”** means:
  - (i) an individual who is considered an employee of the Company or any of its subsidiaries under the *Income Tax Act* (i.e. for whom deductions (income tax, UIC and CPP) must be made at source);
  - (ii) an individual who is a full-time dependent contractor, meaning one who works full-time for the Company or any of its subsidiaries providing services normally provided by an employee, and is subject to the same control and direction by the Company or any subsidiary thereof over their detail and methods of work as an employee of the Company or a subsidiary thereof, but for whom income tax deductions are not made at source; or
  - (iii) a part-time dependent contractor, meaning an individual who works for the Company or any of its subsidiaries on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee, and is subject to the same control and direction by the Company or a subsidiary thereof over their details and methods of work as an employee of the Company or a subsidiary thereof, but for whom income tax deductions are not made at source,and includes Management Company Employees and Consultants.
- (i) **“Insider”** means:
  - (i) a Director or Officer;
  - (ii) a director or senior officer of a person that is an Insider or subsidiary of the Company;
  - (iii) a person that beneficially owns or controls, directly or indirectly, voting securities carrying more than 10% of the voting rights attached to all outstanding voting

securities of the Company; or

- (iv) the Company if it holds any of its own securities.
- (j) **“Management Company Employee”** means an individual employed by a person providing management services to the Company, which are required for the ongoing successful operation of the business enterprise of the Company, but excluding a person engaged in investor relations activities.
- (k) **“Market Price”** means, subject to the exceptions prescribed by the Exchange from time to time, the last closing price per Share on the Exchange before the issuance of the required news release disclosing a grant of Options hereunder (but, if the policies of the Exchange provide an exception to such news release, then the last closing price per Share on the Exchange prior to the grant of such Options).
- (l) **“Optionee”** means an Employee, Director, Officer or Consultant who receives a grant of Options under this Plan.
- (m) **“Options”** means stock options of the Company granted pursuant to this Plan and **“Option”** means any one of them, with each Option exercisable into one Share (subject to adjustment from time to time in accordance with this Plan).
- (n) **“Officer”** means any senior officer (as defined in the *Securities Act* (British Columbia)) of the Company or of any of its subsidiaries.
- (o) **“Qualifying Transaction”** has the meaning ascribed thereto in the policies of the Exchange.
- (p) **“Resulting Issuer”** has the meaning ascribed thereto in the policies of the Exchange.
- (q) **“Shares”** means common shares in the capital of the Company and **“Share”** means any one of them.
- (r) **“Tier 1 Issuer”** and **“Tier 2 Issuer”** have the meanings ascribed thereto in the policies of the Exchange.

## **PART 2** **PURPOSE OF PLAN**

The purpose of this Plan is to attract and retain Employees, Officers, Directors and Consultants and to motivate them to advance the interests of the Company by affording them the opportunity to acquire an equity interest in the Company through the grant of Options under this Plan. The Plan is expected to benefit the Company’s shareholders by enabling the Company to attract and retain high quality personnel by offering to them an opportunity to share in any increase in the value of the Shares to which they have contributed through their service to the Company. The Company represents that all Employees, Consultants or Management Company Employees who are granted Options hereunder will be bona fide Employees, Consultants or Management Company Employees at the time of grant.

**PART 3**  
**GRANTING OR AMENDING OF OPTIONS**

- 3.1 Administration. This Plan shall be administered by the Board or, if the Board so elects, by the Committee. The Committee, if any, shall administer this Plan on behalf of the Board in accordance with such terms and conditions as the Board may prescribe, consistent with this Plan. Once appointed, the Committee shall continue to serve until otherwise directed by the Board. From time to time, the Board may increase the size of the Committee and appoint additional members, remove members (with or without cause), and either appoint new members in their place or decrease the size of the Committee, fill vacancies however caused, or remove all members of the Committee and thereafter directly administer this Plan. A majority of the members of the Committee shall constitute a quorum, and, subject to the limitations in this Part 3, all actions of the Committee shall require the affirmative vote of members who constitute a majority of such quorum. Members of the Committee may vote on any matters affecting the administration of this Plan or the grant of Options hereunder, except that no such member shall vote upon the granting of an Option to such member (or to any affiliate thereof) (but any such member may be counted in determining the existence of a quorum at any meeting of the Committee during which action is taken with respect to the Options to be granted).
- 3.2 Powers of the Board. The Board will be responsible for the general administration of this Plan and the proper execution of its provisions, the interpretation of this Plan and the determination of all questions arising hereunder. Without limiting the generality of the foregoing, the Board has the power to:
- (a) allot Shares for issuance in connection with the exercise of Options;
  - (b) grant Options hereunder;
  - (c) subject to applicable shareholder and regulatory approvals, amend, suspend, terminate or discontinue this Plan, or revoke or alter any action taken in connection therewith, except that no general amendment or suspension of this Plan will, without the written consent of all Optionees, alter or impair any Option previously granted under the Plan unless as a result of a change in Exchange policies or the Company's tier classification thereunder;
  - (d) delegate all or such portion of its powers hereunder as it may determine to one or more committees of the Board, either indefinitely or for such period of time as it may specify, and thereafter each such committee may exercise the powers and discharge the duties of the Board in respect of the Plan so delegated to the same extent as the Board is hereby authorized so to do; and
  - (e) in its sole discretion, amend this Plan (except for previously granted and outstanding Options) to reduce the benefits that may be granted to Eligible Persons (before a particular Option is granted) subject to the other terms hereof.
- 3.3 Grant by Resolution. The Board, on its own initiative or, if a Committee shall have been appointed for the purpose of administering this Plan, upon the recommendation of such Committee, may by resolution designate those Consultants, Employees, Officers and Directors to whom Options should be granted hereunder (unless the Committee has been authorized by the Board to pass such resolution, in which case the Committee may do as so authorized).

- 3.4 Terms of Options. The resolution of the Board or the Committee, if applicable, shall specify the number of Options to be granted, the price per Share to be paid upon exercise of the Options, and the period during which the Options may be exercised.
- 3.5 Options Granted Under this Plan. All Options granted under this Plan will be evidenced by an agreement in substantially the form attached hereto as Schedule "A" (or such other form as may be determined by the Board in its discretion) showing the number of Options granted, the term of the Options, a reference to vesting terms, if any, and the exercise price of such Options. Subject to specific variations approved by the Board in connection with any grant from time to time, all terms and conditions set out herein will be deemed to be incorporated into and form part of such agreement. In the event of any inconsistency between the terms of such agreement and this Plan, the terms of this Plan shall govern.
- 3.6 Regulatory Approvals. The Board shall obtain all necessary regulatory approvals that may be required under applicable securities laws or the rules or policies of the Exchange.
- 3.7 Amendment of Options. Options may be amended under this Plan in accordance with the policies of the Exchange, whether granted under this Plan or otherwise, and the terms of this Plan shall apply mutatis mutandis.

#### **PART 4**

#### **CONDITIONS GOVERNING THE GRANTING AND EXERCISING OF OPTIONS**

- 4.1 Exercise Price. The exercise price of an Option granted under this Plan shall not be less than the Discounted Market Price, provided that:
- (a) while the Company is a CPC, the exercise price cannot be less than the greater of: (i) the per Share price paid by the public investors for Shares under the Company's initial public offering and (ii) the Discounted Market Price;
  - (b) if Options are granted within 90 days of a distribution by the Company by a prospectus (with the 90 day period beginning on the date a final receipt is issued for such prospectus), the minimum exercise price of those Options will be the greater of: (i) the Discounted Market Price and (ii) the per Share price paid by the public investors for Shares acquired under such distribution;
  - (c) for unit offerings, the minimum exercise price will be the "base" (or imputed) price of the Shares included in the unit; and
  - (d) for all other financings, the minimum exercise price will be the average price paid by public investors.
- 4.2 Expiry Date. Each Option shall, unless earlier terminated, expire on a date to be determined by the Board, which will not, in any event, exceed 10 years from the original date of grant.
- 4.3 Different Exercise Periods. The Board may, in its absolute discretion, upon granting Options under this Plan, specify different time periods following the date of grant of such Options during which the Optionee may exercise their Options.
- 4.4 Number of Shares. If the Company is a Tier 2 Issuer, the number of Shares reserved for issuance to

any one person pursuant to Options granted under this Plan, together with any Shares reserved for issuance pursuant to options granted to that person during the previous 12 months, shall not exceed 5% of the issued and outstanding Shares after the closing of the Company's initial public offering, provided that the aggregate number of Options granted to:

- (a) Consultants; or
- (b) persons employed in investor relations activities on behalf of the Company,

must not exceed 2% of the outstanding Shares after the closing of the Company's initial public offering, unless the Exchange permits otherwise. Notwithstanding any other provision of this Plan, for so long as the Company is a CPC, it must not grant any Options to persons employed in investor relations activities on behalf of the Company.

4.5 Death of Optionee. If an Optionee dies prior to the expiry of their Options, the Optionee's legal representative may, by the earlier of:

- (a) one year from the date of the Optionee's death (or such lesser period as may be specified by the Board at the time of granting the Options or at any time thereafter subject to compliance with applicable laws); and
- (b) the expiry date of the Options,

exercise all of any portion of the vested Options held by such Optionee.

4.6 Expiry on Termination or Cessation. If an Optionee ceases to be a Consultant, Director, Officer or Employee for any reason other than death, their Options shall terminate within a reasonable time as specified by the Board at the time of granting the Options, such period not to exceed a period of one year from the date of termination, and all rights to purchase Shares under such Options shall cease and expire and be of no further force or effect. Notwithstanding the foregoing, Options granted to any Optionee while the Company is a CPC, where the Optionee does not continue as a Director, Officer, Consultant or Employee of the Resulting Issuer following the completion of the Company's Qualifying Transaction, will have a maximum term of the later of 12 months after completion of the Qualifying Transaction and 90 days after the Optionee ceases to become a Director, Officer, Consultant or Employee of the Resulting Issuer, following which all rights to purchase Shares under such option shall cease and expire and be of no further force or effect.

4.7 Leave of Absence. Employment shall be deemed to continue intact during any sick leave or other bona fide leave of absence if the period of such leave does not exceed 90 days or, if longer, for so long as the Optionee's right to re-employment is guaranteed either by statute or by contract. If the period of such leave exceeds 90 days and the Optionee's re-employment is not so guaranteed, then the Optionee's employment shall be deemed to have terminated on the 91st day of such leave.

4.8 Assignment. No Options granted under this Plan, or any rights thereunder, shall be transferable or assignable other than by will or pursuant to the laws of succession, except that, if permitted by the rules and policies of the Exchange, an Optionee shall have the right to assign any Options granted to the Optionee to a trust or similar legal entity established by such Optionee.

4.9 Notice. Options shall be exercised only in accordance with the terms and conditions of this Plan and, as applicable, the agreements under which they are respectively granted, and shall be

exercisable only by notice in writing to the Company at its principal place of business.

- 4.10 Payment. Subject to any vesting requirements described in any individual option agreement, Options may be exercised, in whole or in part, at any time prior to their lapse or termination. The exercise price of all Options must be paid in cash and no Options may be exercised pursuant to a cashless exercise, unless otherwise approved by the Exchange and any other applicable regulatory authorities. Shares purchased by an Optionee on exercise of an option shall be paid for in full at the time of their purchase (i.e. concurrently with the giving of the requisite notice).
- 4.11 Share Certificate. As soon as practicable after due exercise of Options hereunder, the Company shall issue a share certificate evidencing the Shares with respect to which the Options have been exercised (or confirmation of the electronic issuance thereof (in any case, a "**Confirmation**")). Until the issuance of such share certificate or Confirmation, no right to vote or receive dividends or any other rights as a shareholder shall exist with respect to such Shares, notwithstanding the exercise of the Options. No adjustment will be made for a dividend or other right for which the record date is prior to the date the share certificate or Confirmation is issued, except as provided in Part 6 hereof. All Shares acquired on exercise of Options prior to the completion of a Qualifying Transaction must also be deposited into escrow and will be subject to escrow until the Final Exchange Bulletin (as defined in the policies of the Exchange) is issued.
- 4.12 Vesting. No Option shall be exercisable until it has vested. Unless otherwise indicated by the Board at the time of grant, Options granted under this Plan shall fully vest on the date of grant; provided that, in accordance with the policies of the Exchange, Options issued to Consultants providing investor relations services to the Company must vest (and not otherwise be exercisable) in stages over a minimum of 12 months, with no more than 1/4 of the Options vesting in any 3 month period.
- 4.13 Hold Period. In addition to any resale restrictions under applicable securities legislation, all Options granted hereunder and all Shares issued on the exercise thereof will, if applicable under the policies of the Exchange, be subject to a hold period of four months from the date of grant, and the stock option agreements and any certificates representing such Shares will bear the following legend:
- “Without prior written approval of the Exchange and compliance with all applicable securities legislation, the securities represented by this certificate may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada, or to or for the benefit of a Canadian resident, until [insert date].”
- 4.14 Optionees. Only Directors, Officers, Consultants, Employees or Management Company Employees may be granted Options hereunder. If an Optionee is a company, it must agree not to effect or permit any transfer of ownership or option of securities of the company nor to issue further shares of any class of securities of the company to any other person as long as any Options granted to such Optionee hereunder remain outstanding, except with the prior written consent of the Exchange.
- 4.15 Automatic Extension of Term of Options. The expiry date of any Options will be automatically extended if the expiry date falls within a blackout period during which the Company prohibits Optionees from exercising their Options, provided that:
- (a) the blackout period has been formally imposed by the Company pursuant to its internal trading policies as a result of the bona fide existence of undisclosed material information.

For greater certainty, in the absence of the Company formally imposing a blackout period, the expiry date of any Options will not be automatically extended in any circumstances;

- (b) the blackout period expires upon the general disclosure of the undisclosed material information and the expiry date of the affected Options is extended to no later than ten business days after the expiry of the blackout period; and
- (c) the automatic extension will not be permitted where the Optionee or the Company is subject to a cease trade order (or similar order under applicable securities laws) in respect of the Company's securities.

## **PART 5**

### **RESERVE OF SHARES FOR OPTIONS**

- 5.1 Maximum Number of Shares Reserved Under Plan. Subject to adjustment as provided in Part 6 hereof, while the Company is a CPC, the aggregate number of Shares which may be subject to issuance pursuant to Options granted under this Plan shall not exceed 10% of the issued and outstanding Shares as at the closing of the Company's initial public offering, and after the completion of the Company's Qualifying Transaction, the maximum number of Shares reserved for issuance under this Plan shall be up to 10% of the issued and outstanding Shares at the time of any grant of Options hereunder. Any stock options granted outside of this Plan, which are in existence on the effective date of this Plan shall be counted as if granted under this Plan. The terms of this Plan shall not otherwise govern such pre-existing stock options, unless otherwise determined by the Board..
- 5.2 Disinterested Shareholder Approval. Unless Disinterested Shareholder Approval is obtained, under no circumstances shall this Plan, together with all of the Company's other previously established or proposed stock options, stock option plans, employee stock purchase plans or any other compensation or incentive mechanisms involving the issuance or potential issuance of Shares, result in or allow at any time:
- (a) the number of Shares reserved for issuance under Options granted to Insiders to exceed 10% of the outstanding Shares at the time of grant of such Options;
  - (b) the grant to Insiders, within a one year period, of a number of Options exceeding 10% of the outstanding Shares at the time of grant;
  - (c) except in the case of a Tier 1 Issuer (or equivalent), the issuance to any one Insider and such Insider's Associates, within a one year period, of a number of Shares exceeding 5% of the outstanding Shares at the time of grant of any Options; or
  - (d) any reduction in the exercise price of Options granted to any person who is an Insider at the time of the proposed reduction.

## **PART 6**

### **CHANGES IN SHARES**

- 6.1 Share Consolidation or Subdivision. In the event that the Shares are at any time subdivided or consolidated, the number of Shares reserved for issuance on the exercise of any outstanding Options, and the exercise price therefor, shall be adjusted accordingly.

- 6.2 Stock Dividend. In the event that the Shares are at any time changed as a result of the declaration of a stock dividend thereon, the number of Shares reserved for issuance on the exercise of any outstanding Options, and the exercise price therefor, may be adjusted by the Board to such extent as the Board deems proper in its sole discretion.
- 6.3 Reorganization. Subject to any required approval of the Company's shareholders, if the Company shall be a party to any reorganization, merger, dissolution or sale or lease of all or substantially all of its assets, whether or not the Company is the surviving entity, any outstanding Options shall be adjusted so as to apply to the securities to which the holder of the number of Shares issuable on exercise of such Options would have been entitled by reason of such reorganization, merger or sale or lease of all or substantially all of the Company's assets; provided however that the Company may satisfy any obligations to an Optionee hereunder by paying to such Optionee, in cash, the difference between the exercise price of all unexercised Options granted hereunder and the fair market value of the securities to which the Optionee would be entitled upon exercise of all unexercised Options, regardless of whether all conditions of exercise relating to continuous employment, or otherwise, have been satisfied. Adjustments under this Section 6.3, or any determinations as to the fair market value of any securities, shall be made by the Board, and any reasonable determination made by the Board shall be binding and conclusive.
- 6.4 Rights Offering. If at any time the Company grants to the holders of its outstanding Shares rights to subscribe for and purchase, pro rata, additional securities of the Company or of any other entity, there shall be no adjustments made to the number of Shares exercisable under any outstanding Options at such time in consequence thereof.

**PART 7**  
**EXCHANGE'S RULES AND POLICIES APPLY**

This Plan, and the granting and exercise of any Options hereunder, are and will be subject to such other terms and conditions as may be set out from time to time in the rules and policies of the Exchange and other applicable securities legislation, and such rules and policies shall be deemed to be incorporated into, and become a part of, this Plan. In the event of any inconsistency between the provisions of such rules and policies and of this Plan, the provisions of such rules and policies shall govern.

**PART 8**  
**AMENDMENT OF PLAN**

- 8.1 Board May Amend. Subject to Part 5, the Board may, by resolution, amend or terminate this Plan, but no such amendment or termination shall, except with the written consent of the holders of any affected Options, change the terms and conditions of Options previously granted under this Plan which have not then been exercised or terminated.
- 8.2 Exchange Approval. Any amendment to this Plan or the terms of any Options granted hereunder shall not become effective until accepted for filing by the Exchange.

**PART 9**  
**MISCELLANEOUS PROVISIONS**

- 9.1 Tax Withholding. The Company may withhold from any amount payable to any Optionee, either under this Plan or otherwise, such amount as it reasonably believes is necessary to enable the Company to comply with the applicable requirements of any federal, provincial, local or foreign

laws, or any administrative policy of any applicable tax authority, relating to the withholding of tax or any other required deductions with respect to stock options (in any case, “**Withholding Obligations**”). The Company may also satisfy any liability for any such Withholding Obligations, on such terms and conditions as the Company may determine, in its discretion, by:

- (a) requiring an Optionee, as a condition to the exercise of any Options, to make such arrangements as the Company may require so that the Company can satisfy the Withholding Obligations, including requiring the Optionee to remit to the Company, in advance, or reimburse the Company for, any such Withholding Obligations; or
- (b) selling, on the Optionee’s behalf, or requiring the Optionee to sell, any Shares acquired by the Optionee on exercise of any Options, or retaining any amount which would otherwise be payable to the Optionee in connection with any such sale.

9.2 Other Plans Not Affected. This Plan shall not in any way affect the policies or decisions of the Board in relation to the remuneration of Directors, Officers, Employees or Consultants.

9.3 Effective Date of Plan. This Plan shall become effective upon receipt of shareholder approval, if such approval is required by applicable laws. However, Options may be granted under this Plan prior thereto. Any Options granted prior thereto may not be exercised prior to such date.

9.4 Headings. The headings used in this Plan are for convenience of reference only and shall not in any way affect, or be used in interpreting any of the provisions of, this Plan.

9.5 No Obligation to Exercise. Optionees shall be under no obligation to exercise any Options granted under this Plan.

9.6 Termination of Plan. This Plan shall only terminate pursuant to a resolution of the Board or the Company’s shareholders.

**SCHEDULE A  
FORM OF STOCK OPTION AGREEMENT**

**STOCK OPTION AGREEMENT**

**THIS STOCK OPTION AGREEMENT** (this “**Agreement**”) is made on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_ between E36 Capital Corp. (the “**Company**”) and the undersigned (“**You**” or “**Your**”).

**WHEREAS:**

- A. The Company has adopted a stock option plan effective as of July 31, 2019 (the “**Plan**”); and
- B. You are a director, officer, employee or consultant of the Company or a subsidiary of the Company, and the Company wishes to grant You stock options (each, an “**Option**”) in accordance with the provisions of the Plan and the terms of this Agreement, with each Option entitling You to purchase one common share in the capital of the Company (each, a “**Share**”) on the terms set out in the Plan and this Agreement;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, You and the Company agree as follows:

1. **Except as provided in this Agreement, any inconsistencies between this Agreement and the Plan shall be governed by the provisions of the Plan.** You understand and agree that You should discuss any questions with respect to the tax consequences or legal terms of Your Options with Your accountant or legal advisor.
2. The Company hereby grants You the number of Options set out in the following table, at the Exercise Price set out in the table, which will vest and be exercisable as set out in the table and expire (if not previously exercised) as of 5:00 p.m. (Vancouver time) on the Expiry Date set out in the table:

<b>Number of Options</b>	<b>Exercise Price</b>	<b>Vesting Provisions</b>	<b>Expiry Date (subject to acceleration)</b>
•	•	•	•

3. You confirm, understand and agree that:
  - (a) You have read and understand the Plan and have been advised to seek independent legal advice with respect to Your rights in respect of the Options, and agree to the terms and conditions of the Plan and of this Agreement;
  - (b) You are not a resident of the United States or otherwise required to pay income or other tax in the United States;
  - (c) no Options can be exercised unless and until they have vested in accordance with the table above;

- (d) the expiry date of the vested Options will be accelerated to an earlier date in certain circumstances, including in the event of Your death or disability, or Your resignation or termination from the Company, as further described in the Plan;
  - (e) any unvested Options outstanding as of 5:00 p.m. Vancouver time on the applicable expiry date, will expire and be of no further force or effect;
  - (f) You cannot transfer or assign the Options, except as permitted by the Plan, and the Options may only be exercised by You; and
  - (g) the Options are subject to the terms and conditions of the Plan, including all amendments to the Plan required by the TSX Venture Exchange (the “**Exchange**”) or other regulatory authority, or the board of directors of the Company.
4. In order to exercise any of the Options, You or Your representative must complete a Notice of Exercise (in the form attached as Exhibit A to this Agreement) and deliver it to the Company, together with a certified cheque or money order in the amount of the Exercise Payment (as defined in Exhibit A), which includes the exercise price plus any additional amount required with respect to withholding taxes as contemplated by Section 5 of this Agreement, following which, assuming everything is in order, the Company will deliver You a share certificate representing the Shares, or confirmation of the electronic issuance thereof, within 10 business days.
5. Unless the Company permits otherwise, You shall pay the Company all local, provincial and federal withholding taxes applicable to the grant or exercise of the Options, or the transfer or other disposition of the Shares. Any such payment must be made prior to exercise when the Company has confirmed the amount of the tax obligation. If You have not paid the necessary tax withholding payment prior to exercise of the Options, the Company can use the remedies available to it in the Plan to comply with its withholding obligations. In addition, the Company may, at its discretion, sell, on Your behalf, or require You to sell, the Shares you acquire, or retain amounts which would otherwise be payable to You in connection with any such sale, in order to meet its withholding obligations.
6. You acknowledge and consent to the Company collecting personal information about You (collectively, the “**Personal Information**”), for the purposes set out in Exhibit B. The Company may need to disclose this information to:
- (a) the Exchange or any securities regulatory authorities;
  - (b) the Company’s registrar and transfer agent;
  - (c) Canadian or international tax authorities; and
  - (d) authorities pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada).

You consent to the Company’s collection, use and disclosure of Your Personal Information and to the Company’s retention of Your Personal Information for as long as required by law or business practice. You also consent to the filing of copies of any documents as may be required to be filed with the Exchange or any securities regulatory authority in connection with the grant of the Options. The Chief Financial Officer of the Company is available to answer questions about the

collection of Your Personal Information by the Company.

7. This Agreement, and all matters related hereto or arising herefrom, shall be governed by and construed in accordance with the laws of the Province of Ontario and this Agreement shall be treated in all respects as an Ontario contract.
8. Delivery of an executed copy of this Agreement by email or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement by each of the Parties as of the date first above written.

**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the date first set forth above.

**E36 CAPITAL CORP.**

Per: \_\_\_\_\_  
Authorized Signatory

WITNESSED BY: )  
 )  
 )  
\_\_\_\_\_)  
Signature )  
\_\_\_\_\_)  
Name )  
\_\_\_\_\_)  
Address )  
\_\_\_\_\_)

\_\_\_\_\_  
**[OPTIONEE NAME]**

**EXHIBIT A**

TO: **E36 Capital Corp.** (the “**Company**”)

**NOTICE OF EXERCISE**

All capitalized terms used in this Notice of Exercise (this “**Notice**”) but not defined have the meaning given to them in the stock option agreement (the “**Agreement**”) between the Company and the undersigned (the “**Optionee**”) that is included with this Notice. The Optionee wishes to exercise \_\_\_\_\_ (number) of the Options granted under the Agreement at the Exercise Price per Share set out in the Agreement and on the other terms and conditions set forth in the Agreement and the Plan. Accompanying this Notice is a cheque or money order for payment of: i) the amount that is equal to the number of exercised Options multiplied by the Exercise Price; AND ii) the amount that is equal to 25% of the number of exercised Options multiplied by the difference between the Exercise Price and the closing price of the Shares on the Exchange on the date prior to the date of this Notice (the “**Share Price**”), which is being paid to satisfy the income tax withholding obligations in connection with the exercise of the Options and will appear on the Optionee’s T4 slip (together, the “**Exercise Payment**”). The Optionee hereby directs the Company to issue, register and deliver the Shares as follows:

Registration Information:	Delivery Instructions:
_____	_____
Name to appear on share certificate:	Name
_____	_____
Address	Address
_____	_____
_____	_____
	Telephone Number
	_____

SIGNED by the Optionee on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Optionee (Please type or print)

\_\_\_\_\_  
Signature of Optionee or Authorized Signatory

\_\_\_\_\_  
Name and Office of Authorized Signatory

\_\_\_\_\_  
Address of Optionee

\_\_\_\_\_  
Email Address

**EXHIBIT B**

**TSX venture  
EXCHANGE**



**ACKNOWLEDGEMENT – PERSONAL INFORMATION**

TSX Venture Exchange Inc. and its affiliates, authorized agents, subsidiaries and divisions, including the TSX Venture Exchange (collectively referred to as “the Exchange”) collect Personal Information in certain Forms that are submitted by the individual and/or by an Issuer or Applicant and use it for the following purposes:

- to conduct background checks,
- to verify the Personal Information that has been provided about each individual,
- to consider the suitability of the individual to act as an officer, director, insider, promoter, investor relations provider or, as applicable, an employee or consultant, of the Issuer or Applicant,
- to consider the eligibility of the Issuer or Applicant to list on the Exchange,
- to provide disclosure to market participants as to the security holdings of directors, officers, other insiders and promoters of the Issuer, or its associates or affiliates,
- to conduct enforcement proceedings, and
- to perform other investigations as required by and to ensure compliance with all applicable rules, policies, rulings and regulations of the Exchange, securities legislation and other legal and regulatory requirements governing the conduct and protection of the public markets in Canada.

As part of this process, the Exchange also collects additional Personal Information from other sources, including but not limited to, securities regulatory authorities in Canada or elsewhere, investigative, law enforcement or self-regulatory organizations, regulations services providers and each of their subsidiaries, affiliates, regulators and authorized agents, to ensure that the purposes set out above can be accomplished.

The Personal Information the Exchange collects may also be disclosed:

- (a) to the agencies and organizations in the preceding paragraph, or as otherwise permitted or required by law, and they may use it in their own investigations for the purposes described above; and
- (b) on the Exchange’s website or through printed materials published by or pursuant to the directions of the Exchange.

The Exchange may from time to time use third parties to process information and/or provide other administrative services. In this regard, the Exchange may share the information with such third-party service providers.