



**REALBOTIX CORP.**

**NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS  
TO BE HELD ON DECEMBER 12, 2025  
AND  
INFORMATION CIRCULAR**

**November 4, 2025**



## REALBOTIX CORP.

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

**NOTICE IS HEREBY GIVEN** that the annual general and special meeting (the “**Meeting**”) of the shareholders of REALBOTIX CORP. (the “**Company**”) will be held at 10:00 a.m. (Toronto time) on Friday, December 12, 2025, via live webcast, for the following purposes:

1. to receive the audited annual consolidated financial statements of the Company for the fiscal year ended September 30, 2024, together with the report of the auditor thereon;
2. to set the number of directors at six (6);
3. to elect directors of the Company for the ensuing year, as more fully described in the Company’s management information circular dated November 4, 2025 (the “**Circular**”);
4. to appoint RSM Canada LLP as the auditor of the Company for the ensuing year, and to authorize the board of directors of the Company to fix RSM Canada LLP’s remuneration, as more fully described in the Circular;
5. to consider and, if deemed appropriate, to pass, with or without variation, an ordinary resolution of the shareholders approving certain amendments to the omnibus equity incentive plan of the Company, as more particularly described in the Circular; and
6. to transact such other business as may properly come before the Meeting.

The Company is using notice-and-access to provide shareholders with electronic access to the Notice of Meeting, Circular, audited annual financial statements of the Company for the year ended September 30, 2024, and the accompanying management’s discussion and analysis (collectively, the “**Meeting Materials**”), instead of mailing paper copies. The Meeting Materials are available on the Company’s website at: [www.realbotix.ai/agm](http://www.realbotix.ai/agm) and under the Company’s profile on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca). The use of the notice-and-access provisions reduces costs to the Company.

To request a paper copy of the Meeting Materials by mail or to receive additional information about notice-and-access, please call Odyssey Transfer Inc. (“**Odyssey**”) at the toll free at 1-888-290-1175 (toll-free within North America) or 1-587-885-0960 (direct from outside North America) or by email at [shareholders@odysseytrust.com](mailto:shareholders@odysseytrust.com). There is no cost to you for requesting a paper copy of the Meeting Materials. Any Shareholder wishing to request a paper copy of the Meeting Materials should do so by 4:00 p.m. (Toronto time) on December 3, 2025, in order to receive and review the Meeting Materials and submit their vote by 10:00 a.m. (Eastern Time) on December 10, 2025, as set out in the proxy or voting instruction form accompanying this Notice. Please retain the proxy or voting instruction form accompanying this Notice as another will not be sent.

The Meeting will be conducted via live audio webcast, where all registered shareholders, or their duly appointed proxyholders, regardless of geographic location, will have an equal opportunity to access the Meeting. Shareholders **WILL NOT** be able to attend the Meeting in person. Registered shareholders and duly appointed proxyholders will be able to attend, participate and vote at the Meeting online at <https://meetings.lumiconnect.com/400-620-555-711>, password: “**XBOT2025**” (case sensitive). Non-registered Shareholders (being Shareholders who hold their shares through a broker, investment dealer, bank, trust company, custodian, nominee or other intermediary) who have not duly appointed themselves as proxyholder will not be able to attend, participate or vote at the Meeting. Only registered Shareholders of record at the close of business on the record date of October 20, 2025, or their duly appointed proxyholders, are entitled to receive notice of and vote at the Meeting. Registered Shareholders who are unable to attend, participate or vote at the Meeting online are requested to sign, date and return the enclosed form of proxy to the Company’s transfer agent, Odyssey Trust Company (i) by mail, using the enclosed return envelope or one addressed to Odyssey Trust Company, 702-67 Yonge Street, Toronto, Ontario, M5E 1J8, Attention: Proxy Department; (ii) by hand delivery to Odyssey Trust Company, 702-67 Yonge Street, Toronto, Ontario, M5E 1J8; or (iii) through the internet by using the control number located

at the bottom of your form of proxy at <https://login.odysseytrust.com/pxlogin>, on or before 10:00 a.m. (Toronto time) on Wednesday, December 10, 2025 or not later than forty-eight (48) hours (excluding Saturdays, Sundays and statutory holidays in the Province of Ontario) prior to the time set for the Meeting or any adjournments or postponements thereof.

If you have any questions or require more information with regard to the procedures for voting, please contact Odyssey Trust Company, by telephone at 1-888-290-1175 (toll-free within North America) or 1-587-885-0960 (direct from outside North America) or by email via [shareholders@odysseytrust.com](mailto:shareholders@odysseytrust.com).

A shareholder who wishes to appoint a person other than the management nominees identified on the form of proxy or voting instruction form to represent them at the Meeting may do so by inserting such person's name in the blank space provided in the form of proxy or voting instruction form and following the instructions for submitting such form of proxy or voting instruction form. This must be completed prior to registering such proxyholder, which is an additional step to be completed once you have submitted your form of proxy or voting instruction form. **If you wish to have a person other than the management nominees identified on the form of proxy or voting instruction form attend and participate at the Meeting as your proxy and vote your shares on your behalf, including if you are a non-registered shareholder and wish to appoint yourself as proxyholder to attend, participate and vote at the Meeting, you MUST register such proxyholder after having submitted your form of proxy or voting instruction form identifying such proxyholder.** Failure to register the proxyholder will result in the proxyholder not receiving a control number to participate in the Meeting. Without a control number, proxyholders will not be able to attend, participate or vote at the Meeting.

To register a proxyholder, shareholders must visit <https://login.odysseytrust.com/pxlogin> and provide Odyssey Trust Company with their proxyholder's contact information, so Odyssey may provide the proxyholder with a control number via email.

**Proxies must be deposited with Odyssey no later than 10:00 a.m. (Eastern time) on December 10, 2025 or, if the Meeting is postponed or adjourned, by no later than 48 hours prior to the time of such postponed or adjourned meeting (excluding Saturdays, Sundays and holidays). The Company reserves the right to accept late proxies and to waive the proxy cut-off, with or without notice, in the sole discretion of the Chair of the Meeting. Non-registered shareholders should carefully follow the instructions of their intermediaries to ensure that their shares are voted at the Meeting in accordance with their instructions.**

**DATED** at Toronto, Ontario, this 4th day of November, 2025.

**BY ORDER OF THE BOARD OF DIRECTORS**

*"Andrew Kiguel"*

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Andrew Kiguel  
Director

## REALBOTIX CORP.

### MANAGEMENT INFORMATION CIRCULAR November 4, 2025

#### INTRODUCTION

This management information circular (this “**Circular**”) accompanies the notice of annual general and special meeting of shareholders (the “**Notice of Meeting**”) of Realbotix Corp. (the “**Company**” or “**Realbotix**”), and is furnished to shareholders (each, a “**Shareholder**”) holding common shares in the capital of the Company (each, a “**Share**”) in connection with the solicitation by the management of the Company of proxies to be voted at the annual general and special meeting (the “**Meeting**”) of the Shareholders, to be held at 10:00 a.m. (Toronto time) on Friday, December 12, 2025, by live webcast, or at any adjournment or postponement thereof.

The Company is using notice-and-access to provide Shareholders with electronic access to the Notice of Meeting, Information Circular, audited annual financial statements of the Company for the year ended September 30, 2024 and the accompanying management’s discussion and analysis (collectively, the “**Meeting Materials**”) pursuant to National Instrument 51-102 *Continuous Disclosure Obligations* (“**NI 51-102**”) and National Instrument 54-101 *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”) of the Canadian Securities Administrators. Pursuant to notice-and-access provisions, registered and non-registered holders of common shares will be sent a notice package explaining how to access the Meeting Materials and containing a form of proxy or voting instruction form, as applicable and in each case with a supplemental mail list return box for shareholders to request they be included in the Company’s supplementary mailing list for receipt of the Company’s annual and interim financial statements for the 2024 fiscal year. The Meeting Materials are available on the website of the Company’s transfer agent, Odyssey Trust Company (“**Odyssey**”) at Odyssey Trust Contact (odysseycontact.com) and can also be accessed on the Company’s website at [www.realbotix.ai](http://www.realbotix.ai) and under the Company’s profile on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca). Shareholders may contact Odyssey to request a paper copy of the Meeting Materials toll free at 1-888-290-1175.

***The Meeting will be held as a completely virtual meeting, which will be conducted via live webcast. Shareholders will not be able to attend the Meeting in person. A summary of the information Shareholders will need to attend the Meeting online is provided below.***

#### **Date and Currency**

The date of this Circular is November 4, 2025. Unless otherwise stated, all amounts herein are in United States dollars.

#### **PROXIES AND VOTING RIGHTS**

##### **Management Solicitation**

The solicitation of proxies by management of the Company will be conducted by mail, using notice-and-access provisions, and may be supplemented by telephone or other personal contact to be made without special compensation to any of the directors, officers and employees of the Company. The Company does not reimburse Shareholders, nominees or agents for costs incurred in obtaining from their principals, authorization to execute forms of proxy, except that the Company has requested brokers and nominees who hold Shares in their respective names to furnish this proxy material to their customers who are NOBOs (as defined below), and the Company will reimburse such brokers and nominees for their related out of pocket expenses. No solicitation will be made by specifically engaged employees or soliciting agents. **The solicitation of proxies is being made by or on behalf of management of the Company and the total cost of the solicitation will be borne by the Company.**

The Company will be relying on the notice and access delivery procedures outlined in NI 54-101 to distribute copies of proxy-related materials in connection with the Meeting.

No person has been authorized to give any information or to make any representation other than as contained in this Circular in connection with the solicitation of proxies. If given or made, such information or representation must not be relied upon as having been authorized by the Company. The delivery of this Circular shall not create, under any circumstances, any implication that there has been no change in the information set forth herein since the date of this Circular. This Circular does not constitute the solicitation of a proxy by anyone in any jurisdiction in which such solicitation is not authorized, or in which the person making such solicitation is not qualified to do so, or to anyone to whom it is unlawful to make such an offer of solicitation.

### **Appointment of Proxy**

Registered Shareholders and duly appointed proxyholders are entitled to vote at the Meeting. A Shareholder is entitled to one vote for each Share that such Shareholder held on the record date of October 20, 2025, on the resolutions to be voted upon at the Meeting, and any other matter to come before the Meeting.

In order to vote at the Meeting, registered Shareholders and duly appointed proxyholders are required to follow the steps below and stay connected to the internet for the entire meeting to be able to vote:

Log in at <https://meetings.lumiconnect.com/400-620-555-711> at least 15 minutes before the Meeting starts. Enter your 12-digit control number (on your proxy form).

Enter the password: XBOT2025 (case sensitive). Vote!

The individuals named as proxyholders (the “**Designated Persons**”) in the accompanying form of proxy are directors and/or officers of the Company. **Shareholders have the right to appoint a person or company (who does not have to be a Shareholder) to represent them at the Meeting other than the Designated Persons. A Shareholder who wishes to appoint another person as a proxy must clearly insert such person’s name in the blank space provided in the form of proxy. The Shareholder must notify the nominee of the appointment and provide instruction to the nominee on how the Shareholder’s Shares should be voted.** The proxyholder will need to contact Odyssey, the Company’s transfer agent, at [appointee@odysseytrust.com](mailto:appointee@odysseytrust.com) to request a control number to be represented or voted at the Meeting. **It is the responsibility of the Shareholders to advise their proxy (the person they appoint) to contact Odyssey to request a control number. Without the control number, proxyholders will not be able to participate at the Meeting.**

If a form of proxy is executed by an attorney-in-fact for an individual Shareholder or joint Shareholders, or by an officer or attorney-in-fact for a corporate Shareholder, the instrument so empowering the officer or attorney-in-fact, as the case may be, or a notarially certified copy thereof, must accompany the form of proxy.

If you attend the Meeting online via webcast, it is important that you are connected to the internet at all times during the Meeting in order to vote when balloting commences. It is your responsibility to ensure connectivity for the duration of the Meeting. You should allow ample time to check into the Meeting online, complete the related procedures, and remain online for the duration of the Meeting.

### **Revocation of Proxies**

In addition to revocation in any other manner permitted by law, a Shareholder who has given a proxy may revoke it by an instrument in writing executed by the Shareholder (or by their attorney-in-fact authorized in writing or, if the Shareholder is a corporation, by a duly authorized officer of, or attorney-in-fact for, the corporation), and delivered to Odyssey, located at 702-67 Yonge Street, Toronto, Ontario, M5E 1J8, at any time prior to 10:00 a.m. (Toronto time) on December 10, 2025, or two business days prior to any adjournment or postponement of the Meeting. Only registered Shareholders have the right to revoke a proxy. Non-Registered Shareholders (as defined below) who wish to change their voting instructions must contact the Intermediary (as defined below) through which their Shares are held and follow the instructions of the Intermediary with respect to the process for the revocation of such voting instructions.

A revocation of a proxy does not affect any matter on which a vote has been taken prior to the revocation.

### **Voting of Shares and Proxies and Exercise of Discretion by Designated Persons**

The Shares represented by the proxies solicited hereby will be voted or withheld from voting in accordance with the instructions of the Shareholder on any ballot that may be called for, and if a Shareholder specifies a choice with respect to any matter to be acted upon, the Shares represented by such proxy will be voted or withheld from voting accordingly. Shareholders may indicate the manner in which the proxyholder is to vote with respect to any specific item by checking the appropriate space. If a Shareholder wishes to confer discretionary authority with respect to any item of business, then the space opposite the item should be left blank.

The enclosed form of proxy confers discretionary authority upon the Designated Persons with respect to any amendments to, or variations in, matters identified in the accompanying Notice of Meeting, including other matters which may properly come before the Meeting or any adjournment or postponement thereof, in each instance to the extent permitted by law, whether or not the amendment, variation or other matter that comes before the Meeting is routine and whether or not the amendment, variation or other matter that comes before the Meeting is contested. As at the date of this Circular, management of the Company is not aware of any amendments, variations or other matters to be considered at the Meeting, other than as set out in the Notice of Meeting. If such should occur, the Designated Persons, or such other proxyholder as properly designated by a Shareholder, will vote in accordance with their best judgment.

**IF NO CHOICE IS SPECIFIED IN THE FORM OF PROXY WITH RESPECT TO A MATTER TO BE ACTED UPON, THE FORM OF PROXY CONFERS DISCRETIONARY AUTHORITY WITH RESPECT TO THAT MATTER UPON THE DESIGNATED PERSONS. IT IS INTENDED THAT THE DESIGNATED PERSONS WILL VOTE THE SHARES REPRESENTED BY THE PROXY IN FAVOUR OF EACH MATTER IDENTIFIED IN THE PROXY.**

In the case of abstentions from, or withholding of, the voting of the Shares of a Shareholder on any matter, the Shares that are the subject of the abstention or withholding will be counted for determination of a quorum, but will not be counted as affirmative or negative on the matter to be voted upon.

### **Non-Registered Shareholders**

Most Shareholders are “**Non-Registered Shareholders**” because the Shares they beneficially own are not registered in their names but are instead registered in the name of an intermediary, such as a brokerage firm, bank, trust corporation, securities dealer or broker, or trustee or administrator of a self-administered RRSP, RRIF, RESP or similar plan through which they purchased the Shares (in any case, an “**Intermediary**”). A Non-Registered Shareholder typically holds their Shares either: (a) in the name of the Intermediary that the Non-Registered Shareholder deals with, in respect of the Shares; or (b) in the name of a clearing agency (such as CDS Clearing and Depository Services Inc. (“**CDS**”), of which the Intermediary is a participant.

Non-Registered Shareholders who have not objected to their Intermediary disclosing certain beneficial ownership information about them to the Company are referred to as “**NOBOs**”. Non-Registered Shareholders who have objected to their Intermediary disclosing their ownership information to the Company are referred to as “**OBOs**”. NI 54-101 permits the Company to send the Meeting Materials, directly to NOBOs. In accordance with NI 54-101, the Company has elected to send the Meeting Materials directly to NOBOs and has distributed copies of the Meeting Materials to Intermediaries for distribution to OBOs. The Company does not intend to pay for Intermediaries to deliver the Meeting Materials to OBOs and, accordingly, an OBO will not receive the Meeting Materials unless the Intermediary of the OBO assumes the cost of delivery.

If you are a Non-Registered Shareholder and you have not declined to receive the Meeting Materials, then you will receive either a voting instruction form or, less frequently, a partially completed form of proxy. The purpose of these forms is to permit you to direct the voting of the Shares that you beneficially own. If you are a Non-Registered Shareholder, you should follow the procedures set out below, depending on which type of form you receive.

- (a) *Voting Instruction Form.* In most cases, you will receive, as part of the Meeting Materials, a voting instruction form, which is not the same as a form of proxy. If you do not wish to attend (via webcast), participate and vote at the Meeting in person (or have another person attend and vote on your behalf), the voting instruction form must be completed, signed and returned in accordance with the directions on the voting instruction form. If you wish to attend, participate and vote at the Meeting online via webcast (or have another person attend, participate and vote on your behalf), then you must complete, sign and return the voting instruction form in accordance with the directions provided, and a form of proxy giving the right to attend (via webcast), participate and vote at the Meeting will be forwarded to you.
- (b) *Form of Proxy.* Less frequently, you will receive, as part of the Meeting Materials, a form of proxy that has already been executed by the Intermediary (typically by a facsimile, stamped signature), and which is restricted as to the number of Shares beneficially owned by you, but which is otherwise incomplete. If you do not wish to attend, participate and vote at the Meeting online via webcast (or have another person attend, participate and vote on your behalf), you must complete the form of proxy and deposit it with Odyssey, at their address at 702-67 Yonge Street, Toronto, Ontario, M5E 1J8. If you wish to attend, participate and vote at the Meeting online via webcast (or have another person attend and vote on your behalf), you must insert your name (or such other person's name) in the blank space provided.

**Non-Registered Shareholders who wish to appoint a third-party proxyholder to attend (via webcast), participate or vote at the Meeting as their proxy and vote their Shares MUST submit their proxy or voting instruction form (as applicable) appointing such third party proxyholder AND register the third party proxyholder, as described below. Registering your proxyholder is an additional step to be completed AFTER you have submitted your proxy or voting instruction form. Failure to register the proxyholder will result in the proxyholder not receiving a control number to attend, participate or vote at the Meeting.**

In order to vote at the Meeting, Non-Registered Shareholders and duly appointed proxyholders are required to follow the steps below and stay connected to the internet for the entire meeting:

Appoint yourself as proxyholder by writing your name in the space provided on the form of proxy or voting instruction form. Do not fill out your voting instructions.

Sign and send it to your intermediary, following the voting deadline and submission instructions on the voting instruction form.

Get a control number by contacting Odyssey at [shareholders@odysseytrust.com](mailto:shareholders@odysseytrust.com) prior to 10:00 a.m. (Eastern) on December 10, 2025.

Log in at <https://meetings.lumiconnect.com/400-620-555-711> at least 15 minutes before the Meeting starts. Enter your 12-digit control number.

Enter the password: ***XBOT2025*** (case sensitive) Vote!

If you attend the Meeting online via webcast, it is important that you are connected to the internet at all times during the Meeting in order to vote when balloting commences. It is your responsibility to ensure connectivity for the duration of the Meeting. You should allow ample time to check into the Meeting online and complete the related procedures and remain connected for the duration of the Meeting.

**Only proxies deposited by registered Shareholders whose names appear on the records of the Company as the registered holders of Shares can be recognized and acted upon at the Meeting.**

All references to Shareholders in this Circular are to registered Shareholders, unless specifically stated otherwise.

These securityholder materials are being sent to both Registered Shareholders and Non-Registered Holders, using notice-and-access provisions. If you are a Non-Registered Holder and the Company or its agent has sent these materials directly to you, your name and address and information about your holdings of securities have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding on your behalf.

### INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

Except as disclosed elsewhere in this Circular, no director or executive officer of the Company who was a director or executive officer since the beginning of the Company's last financial year, no proposed nominee for election as a director of the Company, nor any associate or affiliates of any such directors, officers or nominees, has any material interest, direct or indirect, by way of beneficial ownership of Shares or other securities in the Company or otherwise, in any matter to be acted upon at the Meeting, other than the election of directors and the approval of the Omnibus Equity Incentive Plan, as further discussed below. See "Particulars of Matters to be Acted Upon – Election of Directors" below, for more information.

### VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The Company is authorized to issue an unlimited number of Shares without par value. As of the record date, determined by the board of directors of the Company (the "Board") to be the close of business on October 20, 2025, a total of 202,220,260 Shares were issued and outstanding. Each Share carries the right to one vote at the Meeting.

Only registered Shareholders as of the record date are entitled to receive notice of, and to attend and vote at, the Meeting, or any adjournment or postponement of the Meeting.

To the knowledge of the directors and executive officers of the Company, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, Shares carrying more than 10% of the voting rights attached to the outstanding Shares, other than as set forth below:

Name of Shareholder	Number of Shares Owned	Percentage of Outstanding Shares <sup>(1)</sup>
Arthur Hayes	32,248,884 <sup>(2)</sup>	15.9%
Matthew McMullen	27,975,728 <sup>(3)</sup>	13.8%

(1) Based on 202,220,260 Shares issued and outstanding as at October 20, 2025.

(2) All shares are held by Shrike Holdings Inc., a company controlled by Mr. Hayes.

(3) Mr. McMullen has held the positions of Chief Operating Officer ("COO") and Director of the Board since April 18, 2024.

### PARTICULARS OF MATTERS TO BE ACTED UPON

#### Financial Statements

The audited annual consolidated financial statements of the Company for the fiscal year ended September 30, 2024, together with the report of the auditor thereon, will be presented to Shareholders for review at the Meeting. No vote by the Shareholders is required with respect to this matter.

#### Number of Directors

At the Meeting, Shareholders will be asked to pass an ordinary resolution to set the number of directors of the Company at six. To be approved, an ordinary resolution needs to be passed by at least a majority of the votes cast by the Shareholders present in person (via webcast), or represented by proxy, and entitled to vote at the Meeting.

**Management recommends the approval of setting the number of directors of the Company at six. Unless otherwise indicated, the Designated Persons will vote the Shares represented by a form of proxy FOR the resolution fixing the number of directors at six.**

## Election of Directors

The Board currently consists of six directors, being Andrew Kiguel, Matthew McMullen, Jimmy Vaiopoulos, Emma Todd, Suzanne Ennis and Lorne Sugarman. Management will be nominating each of the existing directors (collectively, the “**Nominees**”) for election at the Meeting.

Each elected director of the Company will hold office until the next annual meeting of Shareholders, or any postponement(s) or adjournment(s) thereof, unless their office is earlier vacated or until their successor is elected or appointed. Each of the Nominees has confirmed their willingness to serve on the Board until the next annual general meeting of Shareholders.

## Advance Notice Provisions

The Company’s by-laws provide that Shareholders seeking to nominate candidates for election as directors must provide timely notice, in writing, to the Company (the “**Advance Notice Provisions**”). To be timely, a Shareholder’s notice must be received by the Company: (i) in the case of an annual meeting of Shareholders, not less than 30 days prior to the date of the annual meeting; provided, however, that in the event that the annual meeting of Shareholders is to be held on a date that is less than 50 days after the date on which the first public announcement (the “**Notice Date**”) of the date of the annual meeting was made, notice by a Shareholder may not be given later than the close of business on the 10th day following the Notice Date; and (ii) in the case of a special meeting (which is not also an annual meeting) of Shareholders called for the purpose of electing directors (whether or not called for other purposes), not later than the close of business on the 15th day following the Notice Date. As of the date of this Circular, the Company has not received notice of any additional nominations in compliance with the Advance Notice Provisions.

## Director Nominee Information

The following table sets out the name, and province and country of residence, of each Nominee, the principal occupation of each Nominee, the period of time for which each Nominee has been a director of the Company, if applicable, and the number of Shares beneficially owned by each Nominee, directly or indirectly, or over which control or direction is exercised by such Nominee:

<b>Name Province/State and Country of Residence</b>	<b>Principal Occupation Business or Employment for Last Five Years</b>	<b>Director Since</b>	<b>Number and Percentage of Shares Owned<sup>(1)</sup></b>
Andrew Kiguel <i>Toronto, ON</i> CEO & Director	Co-founder, CEO and Director of Realbotix since November 2020; CEO of Hut 8 Mining Corp. from 2018 to 2020; and Managing Director at GMP Securities from January 2000 to March 2018.	April 28, 2021	16,741,335 <sup>(5)</sup> 8.3%
Matthew McMullen <i>Las Vegas, Nevada</i> President & Director	COO and Director of Realbotix since April 2024; Founder and CEO of Simulacra Corporation from September 2019 to April 2024.	April 18, 2024	27,975,728 13.8%
Jimmy Vaiopoulos <sup>(2)(3)(4)</sup> <i>Toronto, ON</i>	CFO of Stack Capital Group Inc. since April	April 28, 2021	485,209 *

Name Province/State and Country of Residence	Principal Occupation Business or Employment for Last Five Years	Director Since	Number and Percentage of Shares Owned <sup>(1)</sup>
Director	2021; CFO and Interim CEO of Hut 8 Mining Corp. from July 2018 to April 2021; and CFO of UGE International Ltd. from October 2015 to July 2018.		
Emma Todd <sup>(2)(3)(4)</sup> <i>Toronto, ON</i> Director	Founder and CEO of MMH Blockchain Group since 2016 and Managing Director of MMH Data Systems since August 2020.	May 7, 2021	Nil
Suzanne Ennis <sup>(3)</sup> <i>Toronto, ON</i> Director	Head of IR and Government Affairs at Hut 8 Corp. since December 2020. Director of Realbotix since July 2024. Director of DeFi Technologies from June 2023 to July 2025.	July 9, 2024	811,335 *
Lorne Sugarman <sup>(2)(4)</sup> <i>Toronto, ON</i> Director	Founder and President of Adielle Group since February 2024; Director of Realbotix since June 2023; CEO of Metaverse Group from October 2021 to November 2023	June 5, 2023	3,451,542 1.7%

\* Less than 1%

(1) Calculated based on 202,220,260 Shares issued and outstanding as of the date of this Circular, on an undiluted basis.

(2) Member of the Audit Committee.

(3) Member of the Compensation Committee.

(4) Member of the Governance Committee.

(5) Comprised of 8,908,835 shares which are held directly by Mr. Kiguel, and 7,832,500 shares which are held by Avondale Road Capital Corp., a company controlled by Mr. Kiguel.

As of October 20, 2025, the independent directors, being Ms. Todd, Ms. Ennis and Messrs. Vaiopoulos, and Sugarman, collectively hold an aggregate of 1,741,288 deferred share units and 485,209 restricted share units granted under the Company's omnibus equity incentive plan (the "**Omnibus Equity Incentive Plan**"), all of which have vested.

The Board has adopted a policy for majority voting for individual directors (the "**Majority Voting Policy**"). The form of proxy for the Meeting enables each Shareholder to vote for, or withhold their Shares from voting on, the election of each Nominee separately. In accordance with the terms of the Majority Voting Policy, if the votes "for" the election of a Nominee are fewer than the votes "withheld", the Nominee will be required to tender his or her resignation promptly after the Meeting for the consideration of the Nominating and Corporate Governance Committee of the Board (the "**Governance Committee**"). Absent exceptional

circumstances that would warrant the continued service of the applicable director on the Board, the Governance Committee is expected to recommend acceptance of the resignation by the Board. The Governance Committee will make a recommendation to the Board after reviewing the matter, and the Board will then decide whether to accept or reject the resignation. Following the Board's decision, which must be made within 90 days after the date of the Meeting, the Board will promptly issue a news release publicly disclosing its decision whether to accept or reject the applicable director's resignation, including the reasons for rejecting the resignation, if applicable. If a resignation is accepted, subject to any corporate law restrictions, the Board may leave the vacancy unfilled or appoint a new director to fill the vacancy. The director whose resignation is being considered will not participate in any Governance Committee or Board deliberations as to whether to accept or reject the resignation. The Majority Voting Policy does not apply in circumstances involving contested director elections (i.e., where the number of Nominees exceeds the number of directors to be elected).

As indicated above, all of the Nominees are currently directors of the Company. Management does not contemplate that any of the Nominees will be unable to serve as directors. If any vacancies occur in the slate of Nominees before the Meeting, then the Designated Persons intend to exercise discretionary authority to vote the Shares represented by proxies for the election of any other person(s) as directors.

**Management recommends the election of each of the Nominees as a director of the Company. The Designated Persons intend to vote FOR the election of each of the Nominees as directors of the Company, unless a Shareholder has specified in their form of proxy that the Shares represented by such form of proxy are to be withheld from voting in respect thereof.**

#### *Orders*

To the best of management's knowledge, no proposed director of the Company is, or within the 10 years before the date of this Circular has been, a director, chief executive officer ("CEO") or chief financial officer ("CFO") of any company that:

- (a) was subject to a cease trade order, an order similar to a cease trade order, or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days that was issued while the proposed director was acting in the capacity of director, CEO or CFO; or
- (b) was subject to a cease trade order, an order similar to a cease trade order, or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days that was issued after the proposed director ceased to be a director, CEO or CFO, and which resulted from an event that occurred while that person was acting in the capacity of director, CEO or CFO.

#### *Bankruptcies*

To the best of management's knowledge, no proposed director of the Company is, or within 10 years before the date of this Circular, has been, a director or an executive officer of any company that, while the person was acting in that capacity, or within a year of that person ceasing to act in the capacity: became bankrupt; made a proposal under any legislation relating to bankruptcy or insolvency; was subject to or instituted any proceedings, arrangement or compromise with creditors; had a receiver, receiver manager or trustee appointed to hold its assets; or made a proposal under any legislation relating to bankruptcies or insolvency.

#### *Penalties and Sanctions*

To the best of management's knowledge, no proposed director of the Company has been subject to: (a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority, or has entered into a settlement agreement with a securities regulatory authority; or (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

### **Ratification of Appointment of Auditors**

The auditors of the Company are RSM Canada LLP, located at 11 King St W, Ste 700, PO Box 27, Toronto, ON M5H 4C7. RSM Canada LLP have been auditors of the Company since September 3, 2025. Management proposes to nominate RSM Canada LLP for the appointment as auditors of the Company, to hold office until the next annual meeting of Shareholders, and to authorize the Board to fix the remuneration of RSM Canada LLP for the ensuing year. An affirmative vote of a majority of the votes cast at the Meeting is sufficient for the appointment of the auditor.

**The Designated Persons intend to vote FOR the appointment of RSM Canada LLP as the auditors of the Company, at a remuneration to be fixed by the Board, unless a Shareholder has specified in their form of proxy that the Shares represented by such form of proxy are to be withheld from voting in respect thereof.**

### **Approval of Omnibus Equity Incentive Plan Amendments**

At the Meeting, Shareholders will be asked to consider and, if deemed advisable, to pass, with or without variation, an ordinary resolution approving certain amendments to the Omnibus Equity Incentive Plan (the "**Omnibus Equity Incentive Plan Resolution**"), the full text of which is set out below, subject to such amendments, variations or additions as may be approved at the Meeting, approving the adoption of certain amendments to the Omnibus Equity Incentive Plan. For reference, a copy of the amended Omnibus Equity Incentive Plan is attached as Appendix A to this Circular.

The amendments to the Omnibus Equity Incentive Plan are subject to the receipt of Shareholder approval. In the event that the amendments to the Omnibus Equity Incentive Plan do not receive the required Shareholder approval at the Meeting, the amendments to the Omnibus Equity Incentive Plan will not be adopted by the Company.

The purpose of the existing Omnibus Equity Incentive Plan is to advance the interests of the Company and its affiliates by, among other things, attracting, rewarding and retaining highly competent persons as directors, officers, employees and consultants of the Company, that will contribute to the Company's long range success, and providing additional incentives to such persons by aligning their interests with those of the shareholders of the Company. See "Omnibus Equity Incentive Plan" for more information concerning the existing Omnibus Equity Incentive Plan and the terms of the Awards granted thereunder.

The text of the Omnibus Equity Incentive Plan Resolution to be submitted to Shareholders at the Meeting is set forth below:

#### **"BE IT RESOLVED THAT:**

1. the amendments to the omnibus equity incentive plan (the "**Omnibus Equity Incentive Plan Amendments**") of Realbotix Corp. (the "**Company**"), as more particularly described in the Company's management information circular dated November 4, 2025, is hereby ratified, confirmed and approved and all unallocated awards issuable thereunder are hereby authorized and approved;
2. notwithstanding that this resolution has been duly passed by the shareholders of the Company, the directors of the Company are hereby authorized and empowered, if they decide not to proceed with the aforementioned resolution, to revoke this resolution at any time prior to giving effect thereto, without further notice to, or approval of, the shareholders of the Company; and
3. any one or more of the directors or officers of the Company is hereby authorized and directed, acting for, in the name of and on behalf of the Company, to execute or cause to be executed, under the seal of the Company or otherwise, and to deliver or cause to be delivered, such other documents and instruments, and to do or cause to be done all such other acts and things, as may in the opinion of such director or officer of the Company be necessary or desirable to carry out the intent of the foregoing resolutions, the execution of

any such document or the doing of any such other act or thing by any director or officer of the Company being conclusive evidence of such determination.”

The following is a brief summary of the proposed amendments to the Omnibus Equity Incentive Plan. This summary is qualified in its entirety by reference to the text of the Omnibus Equity Incentive Plan.

***Summary of Omnibus Equity Incentive Plan Amendments***

Other than the terms described below, the Omnibus Equity Incentive Plan will be administered on the same terms as the existing Omnibus Equity Incentive Plan.

The Board proposes to remove the “cashless exercise” procedure in respect of Options available to Participants (as defined in the Omnibus Equity Incentive Plan) from the Omnibus Equity Incentive Plan. As a result, Participants may only exercise vested Options by providing the Company with the required cash payment. The Board has approved the removal of the “cashless exercise” procedure.

***TSXV Approval***

Assuming Shareholder approval is received at the Meeting, the amendments to the Omnibus Equity Incentive Plan will be subject to acceptance by the TSXV. If the TSXV does not accept the amendments to the Omnibus Equity Incentive Plan, the Company will not implement the amendments.

***Required Vote***

You may select “For,” “Against” or “Withhold” with respect to the proposed amendments to the Omnibus Equity Incentive Plan. The affirmative vote of a simple majority of the votes cast, by proxy, will constitute approval of the amendments to the Omnibus Equity Incentive Plan.

**THE BOARD UNANIMOUSLY RECOMMENDS THAT YOU VOTE “FOR” THE APPROVAL OF THE PROPOSED AMENDMENTS TO THE OMNIBUS EQUITY INCENTIVE PLAN.** Unless otherwise instructed, the persons designated in the enclosed proxy form intend to vote “FOR” the proposed amendments to the Omnibus Equity Incentive Plan.

## STATEMENT OF EXECUTIVE COMPENSATION

### General

The following terms, when used in this Statement of Executive Compensation, will have the following meanings:

**“equity incentive plan”** means an incentive plan, or portion of an incentive plan, under which awards are granted and that falls within the scope of IFRS 2 Share-based Payment;

**“incentive plan”** means any plan providing compensation that depends on achieving certain performance goals or similar conditions within a specified period;

**“NEO” or “Named Executive Officer”** means each of the following individuals:

- (a) each individual who served as CEO of the Company, or acted in a similar capacity, for any part of the most recently completed financial year,
- (b) each individual who served as CFO of the Company, or acted in a similar capacity, for any part of the most recently completed financial year,
- (c) each of the three most highly compensated executive officers of the Company, including any of its subsidiaries, or the three most highly compensated individuals acting in a similar capacity, other than individuals identified in paragraphs (a) and (b), at the end of the most recently completed financial year whose total compensation was, individually, more than \$150,000 for that financial year, as determined in accordance with subsection 3.6 of Form 51-102F6, and
- (d) each individual who would be a NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the Company or any of its subsidiaries, nor acting in a similar capacity, at the end of the most recently completed financial year;

**“option-based award”** means an award under an equity incentive plan of options, including, for greater certainty, share options, share appreciation rights, and similar instruments that have option-like features;

**“plan”** includes any plan, contract, authorization or arrangement, whether or not set out in any formal document, where cash, compensation securities or any other property may be received, whether for one or more persons; and

**“share-based award”** means an award under an equity incentive plan of equity based instruments that do not have option-like features, including, for greater certainty, Shares, restricted shares, restricted share units (**“RSUs”**), deferred share units (**“DSUs”**), phantom shares, phantom share units, common share equivalent units, and stock.

### Compensation Discussion and Analysis

The Company’s compensation practices are designed to retain, motivate and reward executive officers for their performance and contribution to the Company’s long-term success. The Company seeks to compensate the Company’s executive officers by, in addition to cash salary, issuing rewards in the form of bonuses and, over the longer term, benefits arising from the grant of Options and RSUs. It also seeks to reward the achievement of corporate and individual performance objectives, and to align executive officers’ incentives with shareholder value creation. The Board seeks to tie individual goals to the area of the executive officer’s primary responsibility. These individual goals may include the achievement of specific operational, financial or business development goals. The Board also seeks to set corporate performance goals that reach across all business areas of the Company.

The majority of all compensation paid to NEOs during fiscal 2024 was comprised of salaries as further described below in the Summary Compensation Table. NEOs may also be awarded bonuses in the future,

as provided in their employment agreements, upon the attainment of certain milestones determined annually, or as otherwise awarded, in the Board's sole discretion.

The compensation committee of the Board (the "**Compensation Committee**") acts alone when considering the compensation, including the annual base salary, of the CEO; however, the CEO assists the Compensation Committee in assessing the performance of all other senior officers, and the Board has authorized the CEO to make determinations with respect to compensation to be paid to certain officers within a set of fixed parameters. The CEO and CFO also make recommendations to the Compensation Committee with respect to compensation to be paid to other officers and Company personnel, including with respect to the payment of bonuses, the issuance of compensation securities, and any proposed inflation-based, or other, salary increases. Following its consideration of the recommendations of the CEO and CFO, the Compensation Committee determines what to recommend to the Board for approval and/or ratification, as applicable.

While the Company aims to provide competitive compensation in order to attract and retain high caliber executives, it did not use a formal benchmarking process in determining executive compensation during fiscal 2024 as there were no material changes in executive officer positions during that time. While there is no benchmark, the consensus communicated to the CEO and senior officers of the Company has been that it is always in the Company's best interest to preserve cash and reduce corporate overheads; and these base objectives form the basis for the Compensation Committee to decide upon the annual incentive payment to the executives.

Annual incentive payments are discretionary cash payments based upon the attainment of annual corporate and individual performance goals. The CEO and the Compensation Committee may exercise discretion to award exceptional performance-based cash incentives or adjust their amount if goals have not been met due to unexpected circumstances, in order to ensure that the compensation program is fairly applied.

The Company believes that equity-based awards enable it to reward NEOs for their sustained contributions to the Company. The Company also believes that equity awards reward continued employment by a NEO, with an associated benefit to the Company of personnel continuity and retention. The Board believes that incentive stock options and other equity incentive awards provide management with a strong link to long-term corporate performance and the creation of shareholder value. The Omnibus Plan enables the Company to grant stock options as well as various other Awards.

The Board and the Compensation Committee, as part of the annual review of executive compensation, consider the relationship between the Company's corporate strategy and compensation of executives, and the Company's compensation approach, policies and practices, to ensure that they encourage executives to consider the risks related to their decisions and actions, and that they do not encourage unnecessary or inappropriate risk taking. The Board and the Compensation Committee believe that the current compensation structure contains a well-balanced mix of base salary, annual bonus and long-term equity incentives. Annual bonuses have a maximum amount and the long-term equity incentives utilize time vesting as a retention mechanism. Accordingly, the Board and the Compensation Committee have not identified any risks arising from the Company's compensation policies and practices that are reasonably likely to have a material adverse effect on the Company.

The Company's insider trading policy prohibits NEOs, directors and other Company personnel from, directly or indirectly, speculating in securities of the Company, including via prepaid variable forward contracts, equity swaps, collars or units of exchange funds that are designed to hedge or offset a decrease in market value of the equity securities of the Company granted as compensation or held, directly or indirectly, by a NEO or director.

### **Compensation Governance**

The Compensation Committee is currently comprised of Sue Ennis (Chair), Emma Todd and Jimmy Vaiopoulos, all of whom are independent as defined under National Instrument 52-110 – *Audit Committees*. In management's view, each member of the Compensation Committee has direct experience that is relevant to his or her responsibilities in executive compensation, as well as the skills and experience that enable them to make informed decisions on the suitability of the Company's executive compensation

policies and practices. See “Director Nominee Information” for a description of the relevant education and experience of each member of the Compensation Committee.

The Compensation Committee assists the Board in fulfilling its obligations relating to compensation issues and makes recommendations to the Board respecting the Company’s incentive plans, including administration of the Company’s equity incentive plans. It also has the responsibilities of reviewing and recommending director compensation, overseeing the Company’s base compensation structure and equity-based compensation program, recommending compensation of the Company’s CEO and senior officers to the Board, and evaluating the performance of senior officers generally and in light of annual goals and objectives. The Board makes decisions regarding executive compensation based on the Compensation Committee’s recommendations.

The Company has not retained any compensation consultant or advisor at any time since its incorporation to assist the Compensation Committee or the Board in determining compensation for any of the NEOs or directors.

### Summary Compensation Table

The table below sets out details of all payments paid and/or awarded to each NEO in the Company’s three most recently completed financial years. During such periods, the Company did not provide any perquisites or provide any other form of compensation to NEOs other than such as are below the threshold of required disclosure under applicable securities laws:

Name and principal position	Year <sup>(1)</sup>	Salary, Fee (\$)	Share-based awards <sup>(2)</sup> (\$)	Option-based awards <sup>(3)</sup> (\$)	Non-equity incentive plan compensation (\$)	Pension value (\$)	All other compensation (\$)	Total compensation (\$)
					Annual incentive plans	Long-term incentive plans		
Andrew Kiguel <sup>(4)</sup> CEO and Director	2024	275,573	54,197	6,307	-	-	-	336,077
	2023	278,066	-	46,793	-	-	-	324,859
	2022	219,242	-	72,292	-	-	-	291,534
Matthew McMullen <sup>(5)</sup> COO and Director	2024	181,912	-	-	-	-	-33,000	214,912
Martin Bui <sup>(6)</sup> CFO and Secretary	2024	114,638	-	38,251	-	-	-	152,889
	2023	115,676	-	25,933	-	-	-	141,609
	2022	16,018	-	11,813	-	-	-	27,831
Eric Abrahams <sup>(7)</sup> CTO	2024	66,138	-	15,080	-	-	-	81,218
	2023	38,831	-	4,868	-	-	-	43,699

(1) During 2022, the Company changed its fiscal year from December 31 to September 30. Therefore, figures for the financial year of 2022 reflect the period from January 1, 2022 to September 30, 2022. Figures for the financial year of 2023 reflect the period from October 1, 2022 to September 30, 2023. Figures for the financial year of 2024 reflect the period from October 1, 2023 to September 30, 2024.

(2) Amounts reflect the RSUs awards vested and converted to common shares during the year.

(3) Amounts reflect the Option-based awards recognized in the covered year. The Company uses the Black-Scholes option pricing model for determining fair value of stock options issued at grant date. The Black-Scholes option valuation is determined using the expected life of the stock option, expected volatility of the Share price, expected dividend yield, and risk-free interest rate. The key assumptions are as follows, with the specific percentages for a particular grant varying based on the date of such grant: risk free rate of 0.76%, expected lives of 5 to 10 years, expected volatility of 150%, and expected dividend of 0%.

(4) Andrew Kiguel was appointed CEO effective as of January 1, 2021. Mr. Kiguel does not earn director compensation in addition to employment compensation.

- (5) Matthew McMullen was appointed COO effective as of April 18, 2024. In addition to employment compensation, Mr. McMullen receives \$6,000 per month for the use of his property for employment-related works. Mr. McMullen does not earn director compensation. All amounts reflected the period from April 18, 2024 to September 30, 2024.
- (6) Martin Bui was appointed CFO effective as of August 1, 2022. Management fees were paid to Bui Consulting Services, a company controlled by Mr. Bui.
- (7) Eric Abrahams was appointed CTO effective April 15, 2023. Management fees were paid to E-Systems Consulting, a company controlled by Mr. Abrahams.

The following provides a summary of the material terms of each agreement under which compensation was provided to NEOs and to certain directors that also provided non-director services to the Company during the year ended September 30, 2024. Details of the compensation paid to independent directors is set out below under the heading "Director Compensation".

*Andrew Kiguel - CEO and Director*

Mr. Kiguel provides his services to Realbotix pursuant to an executive employment agreement dated January 1, 2021 between Mr. Kiguel and Realbotix. Pursuant to the terms of the agreement, effective as of January 1, 2021, Mr. Kiguel is entitled to receive a salary of CAD\$375,000 per annum (the "**Base Salary**"), less applicable deductions and withholdings. Additionally, Mr. Kiguel is entitled to receive an annual bonus, with a target of 50% of the Base Salary, based on the achievement of performance metrics to be mutually established by the Board and Mr. Kiguel at the beginning of each year. Mr. Kiguel has also received 469,950 Options, which vest over three years. The term of the agreement is indefinite and may be terminated without cause by Realbotix providing written notice to Mr. Kiguel, specifying the effective date of termination, and by Mr. Kiguel on providing four weeks' written notice.

Should a Change of Control (as defined in the agreement) occur and Mr. Kiguel's employment is terminated within 12 months of such Change of Control without cause, or Mr. Kiguel terminates his employment for Good Reason (as defined in the agreement), Mr. Kiguel shall be entitled to the following:

- (a) the accrued and unpaid Base Salary up to the date of termination, (ii) accrued and outstanding vacation pay to the date of termination, and (iii) reimbursement for expenses properly incurred to the date of termination;
- (b) the annual bonus awarded in respect of the year preceding the year of termination that has not been paid by the date of termination;
- (c) the annual bonus for the year in which employment terminates, pro-rated to the date of termination;
- (d) within four weeks of the date of termination, Realbotix shall pay in lump-sum the Base Salary;
- (e) Realbotix shall pay the annual bonus with respect to entitlement during the severance period; and
- (f) benefits and prerequisites shall continue to be paid during the minimum statutory notice period and group health and dental benefits shall continue for the remainder of the severance period.

The agreement includes a non-competition clause, whereby, during the term of the agreement and for a period of 12 months from the date of its termination, Mr. Kiguel is prohibited from: (i) carrying on or being engaged in a capacity that is similar to his role with Realbotix as CEO within British Columbia, Alberta, Ontario and Quebec with respect to activities that are competitive to the business of Realbotix; and (ii) having any financial interest or otherwise being commercially involved in any undertaking or business within British Columbia, Alberta, Ontario and Quebec with respect to activities that are competitive to the business of Realbotix. Further, the agreement includes a non-solicitation provision, whereby, during the term of the agreement and for a period of 12 months from the date of its termination, Mr. Kiguel is prohibited from soliciting any employees of Realbotix.

*Matthew McMullen - COO and Director*

Mr. McMullen provides his services to Realbotix pursuant to an executive employment agreement dated April 5, 2024 between Realbotix and Mr. McMullen. Pursuant to the terms of the agreement, Mr. McMullen is entitled to receive a salary of \$400,000 per annum. Additionally, Mr. McMullen is entitled to receive a bonus compensation based on the financial performance of the Company including achieving certain revenue targets. The agreement may be terminated at any time by either party upon 60 days' written notice to the other party. If at any time the Company terminates Mr. McMullen during the employment term without cause, the Company is required to pay as additional compensation, \$50,000 for each completed year of employment completed by Mr. McMullen (the "**Severance Amount**"). The Severance Amount is capped at Mr. McMullen's base compensation.

*Martin Bui – Chief Financial Officer*

Mr. Bui provides his services to Realbotix pursuant to a consulting services agreement dated August 1, 2022, between Realbotix and Bui Consulting Services Inc., a company controlled by Mr. Bui. Pursuant to the terms of the agreement, Bui Consulting Services Inc. is entitled to receive compensation of CAD\$13,000 per month effective January 1, 2023. Mr. Bui has also received 200,000 Realbotix Options which vest over three years. The agreement may be terminated at any time by either party upon 30 days' written notice to the other party.

*Eric Abrahams – Chief Technology Officer*

Mr. Abrahams provides his services to Realbotix pursuant to a consulting services agreement dated February 23, 2024, between Realbotix and E-Systems Consulting ("ESC"), a company controlled by Mr. Abrahams. Pursuant to the terms of the agreement, ESC is entitled to receive compensation of CAD\$7,500 per month for the services offered to Realbotix by Mr. Abrahams.

**Incentive Plan Awards**

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

The following table sets out all option-based awards (being the only equity incentive awards outstanding) held by NEOs as at September 30, 2024, including awards granted prior to 2024:

Name	Option-based Awards			
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options (\$) <sup>(1)</sup>
Andrew Kiguel <i>CEO and Director</i>	496,950	0.08	2-Dec-30	998
	347,000	0.26(2)	6-Oct-26	-
Martin Bui <i>CFO</i>	200,000	0.45(2)	31-Dec-26	-
	450,000	0.18(2)	13-Feb-29	-
Eric Abrahams <i>CTO</i>	37,500	0.45(2)	31-Dec-26	-
	300,000	0.18(2)	13-Feb-29	-

(1) Based on the number of Options multiplied by the difference between the market value of the Shares on the NEO Exchange as at the market close on September 30, 2024, being CAD\$0.11, and the Option exercise price, using the CAD/USD exchange rate of 1.3499.

(2) Options were granted in Canadian currency.

***Incentive Plan Awards – Value Vested or Earned during the Year***

The following table sets out the value of all incentive plan awards vested or earned by NEOs during the year ended September 30, 2024:

Name	Option-based awards - Value vested during the year (\$)	Share-based awards - Value vested during the year (\$)	Non-equity incentive plan compensation - Value earned during the year <sup>(1)</sup> (\$)
Andrew Kiguel CEO and Director	6,307	54,197	-
Martin Bui CFO	38,251	-	-
Eric Abrahams CTO	15,080	-	-

(1) For additional details regarding the non-equity incentive plan compensation, see “Annual Incentive Plans” as set out in the Summary Compensation Table above.

## Omnibus Equity Incentive Plan

### *Background*

The Company’s Omnibus Equity Incentive Plan (referred to as the “Incentive Plan” for purposes of this section) improves the equity incentives available to the Company and attracts and retains qualified persons to serve on the Board and to service the Company. Receiving a portion of their compensation for serving as a director or officer of in the form of securities of the Company also encourages ownership of Shares by such persons.

### *Purpose*

The Incentive Plan improves the equity incentives that may be granted by Realbotix. The purpose of the Incentive Plan is to advance the interests of the Company and its affiliates by, among other things, attracting, rewarding and retaining highly competent persons as directors, officers, employees and consultants of the Company, that will contribute to the Company’s long range success, and providing additional incentives to such persons by aligning their interests with those of the shareholders of the Company.

### *Types of Awards*

The Incentive Plan provides for the grant of stock options (“Options”), DSUs, restricted share units (“RSUs”), performance share units (“PSUs”) and stock appreciation rights (“SARs”) (each an “Award” and collectively, the “Awards”). All Awards will be evidenced by an agreement or other instrument or document evidencing the Award granted under the Incentive Plan (an “Award Agreement”). Awards may be granted alone, in addition to, or in tandem with any other Award. Awards granted in addition to, or in tandem with, other Awards may be granted either at the same time or at different times. The date of grant, the number of Shares, the vesting period and any other terms and conditions of Awards granted pursuant to the Incentive Plan are to be determined by the Compensation Committee, subject to the express provisions of the Incentive Plan and the applicable Award Agreement.

### *Administration of the Incentive Plan*

Administration of the Incentive Plan is delegated by the Board to the Compensation Committee. The Compensation Committee may, in its sole discretion, suspend or terminate the Incentive Plan at any time and/or amend or revise the terms of the Incentive Plan or of any Award granted under the Incentive Plan and any agreement relating thereto, provided that such suspension, termination, amendment, or revision shall: (i) not adversely alter or impair any Award previously granted except as permitted by the terms of the Incentive Plan or upon the consent of the applicable Participant(s) (as defined below); and (ii) be in compliance with applicable law, applicable stock exchange policies and any approval, if required, of the shareholders of the Company. The Compensation Committee will have the power, subject to the specific provisions of the Incentive Plan to, among other things:

- designate Participants;

- determine the type, size, terms and conditions of Awards to be granted;
- determine the method by which an Award may be settled, exercised, canceled, forfeited or suspended;
- determine the circumstances under which the delivery of cash, property or other amounts payable with respect to an Award may be deferred, either automatically or at the Participant's or the Compensation Committee's election;
- interpret and administer, reconcile any inconsistency in, correct any defect in, and supply any omission in, the Incentive Plan and any Award granted under the Incentive Plan;
- establish, amend, suspend, or waive any rules and regulations, and appoint such agents, as deemed
- appropriate for the proper administration of the Incentive Plan;
- accelerate the vesting, delivery or exercisability of, or payment for, or lapse of restrictions on, or waive any condition in respect of, Awards; and
- make any other determination and take any other action deemed necessary or desirable for the administration of the Incentive Plan, to preserve the tax treatment of the Awards, to preserve the economic equivalent value of the Awards or to comply with any applicable law.

#### *Participants*

The Incentive Plan authorizes the Compensation Committee to grant Awards to directors, officers, employees, consultants of or to the Company, or a subsidiary, providing ongoing services to the Company and/or its subsidiaries (collectively, "Participants").

#### *Common Shares Available for Issuance*

The Incentive Plan is a "rolling" security-based compensation plan, and, subject to adjustments provided for under the Incentive Plan, the maximum number of Shares reserved and available for grant and issuance pursuant to Awards under the Incentive Plan, together with any awards under any proposed or established Share Compensation Arrangement (as defined in the Incentive Plan), will not exceed 10% of the issued and outstanding Shares at the time of any applicable Award granted under the Incentive Plan.

The number of Shares issuable to Related Persons (as defined in the Incentive Plan): (i) within any one-year period under the Incentive Plan, together with any other proposed or established Share Compensation Arrangement, and (ii) at any time under the Incentive Plan or any other proposed or established Share Compensation Arrangement, shall not exceed 10% of the issued and outstanding Shares from time to time. In addition, no more than 5% of the outstanding Shares may be issued under the Incentive Plan alone, or when combined with all other Share Compensation Arrangements, in any one-year period to any one Participant.

#### *Description of Awards*

##### i) Options

An Option is a right to purchase a Share for a fixed exercise price. Options shall be for a fixed term and exercisable from time to time as determined in the discretion of the Compensation Committee, provided that no Option shall have a term exceeding ten years. If an Option expires during a black-out period or within ten business days thereof, its term will be extended to the date which is ten business days following the end of such black-out period. Under no circumstances will the Company issue options at less than "Market Value", being the greater of: (i) the volume weighted average trading price of the Shares on the

Exchange (as defined in the Incentive Plan) for the five trading days immediately preceding the grant date; and (ii) the closing price of the Shares on the Exchange on the trading day immediately prior to the grant date.

ii) Deferred Share Units

A DSU is an award denominated in units that provides the holder with a right to receive Shares (or cash in lieu) issued from treasury or a combination thereof, upon settlement of the Award, subject to any such restrictions that the Compensation Committee may impose. The Compensation Committee shall determine the relevant conditions and vesting provisions, subject to the terms of the Incentive Plan. Such provisions will be determined in the sole discretion of the Compensation Committee and need not be uniform among all DSUs issued pursuant to the Incentive Plan.

iii) Restricted Share Units

An RSU is a right to receive a Share (or cash in lieu) issued from treasury or a combination thereof. An RSU does not vest until after a specified period of time, or satisfaction of other vesting conditions, as determined by the Compensation Committee, and which may be forfeited if conditions to vesting are not met.

iv) Performance Share Units

A PSU is a right to receive a Share (or cash in lieu) issued from treasury or a combination thereof. PSUs are awarded based on the attainment of certain target levels of, or a specified increase or decrease (as applicable) in one or more performance goals, which may include the Participant's personal performance, the financial performance of the Company and/or of its subsidiaries, total shareholder return, or the achievement of corporate goals and strategic initiatives. Performance goals may also be based upon the individual recipient as determined by the Compensation Committee, in its sole discretion.

v) Stock Appreciation Rights

An SAR is stock appreciation right, representing the right to receive, subject to restrictions and conditions at the time of grant, a cash payment, or Shares in lieu of cash, having an aggregate value equal to the product of (i) the excess of (a) the Market Value on the exercise date of one Share divided by (b) the base price per Share specified in the award, multiplied by (ii) the number of Shares specified by the SAR, or the portion thereof, that is exercised. The base price per Share specified in the Award Agreement shall not be less than the Market Value on the date of grant.

*Change of Control*

In the event of a change of control, all unvested Awards then outstanding will, unless otherwise determined by the Compensation Committee, be substituted by or replaced with awards of the surviving corporation (or any affiliate thereof) or the potential successor (or any affiliate thereto) on the same terms and conditions as the original Awards, subject to appropriate adjustments.

In the event of a potential change of control, the Compensation Committee will have the power, in its sole discretion, to modify the terms of the Incentive Plan and/or the Awards to assist Participants in tendering to a take-over bid or other transaction leading to a change of control.

*Non-Transferability*

Except as set out in the Incentive Plan, Awards are not transferrable. Awards may be exercised only by: (i) the Participant to whom the Awards were granted; (ii) with the Compensation Committee's prior written approval and subject to such conditions as the Board or its delegate may stipulate, such Participant's family or retirement savings trust or any registered retirement savings plans or registered retirement income fund of which the Participant is and remains the annuitant; (iii) upon the Participant's death, by the legal representative of the Participant's estate; or (iv) upon the Participant's incapacity, by the legal representative having authority to deal with the property of the Participant.

### *Dividend Share Units*

When dividends (other than stock dividends) are paid on Shares, Participants may, subject to the terms and conditions set out in a Participant's Award Agreement, receive additional SARs, DSUs, RSUs and/or PSUs, as applicable ("Dividend Share Units") as of the dividend payment date. Dividend Share Units granted to a Participant shall be subject to the same vesting conditions applicable to the related SARs, DSUs, RSUs and/or PSUs in accordance with the respective Award Agreement. If and to the extent that the Dividend Share Units are settled in Shares, such Dividend Share Units shall be counted towards the share limit.

### *Amendment*

The Incentive Plan contains a formal amendment procedure. The Compensation Committee may amend certain terms of the Incentive Plan without requiring the approval of the shareholders of the Company, unless specifically required by the Exchange. Amendments not requiring shareholder approval include:

- a change to the vesting provisions of any Award granted under the Incentive Plan;
- a change to the provisions governing the effect of termination of a Participant's employment, contract or office;
- a change to accelerate the date on which any Award may be exercised under the Incentive Plan;
- an amendment of the Incentive Plan or an Award as necessary to comply with applicable law or the requirements of any Exchange;
- any amendment of a "housekeeping" nature, including those made to: (i) clarify the meaning of an existing provision of the Incentive Plan or any Award Agreement, (ii) correct or supplement any provision of the Incentive Plan that is inconsistent with any other provision of the Incentive Plan or any Award Agreement, or (iii) correct any grammatical or typographical errors or amend the definitions in the Incentive Plan regarding administration of the Incentive Plan; or
- any amendment regarding the administration of the Incentive Plan. Shareholder approval will be required to make the following amendments:
- any increase in the maximum number of Shares that may be issuable from treasury pursuant to Awards, other than a certain adjustments required pursuant to the provisions of the Incentive Plan;
- any reduction in the exercise price of an Award benefitting a Related Person, except for certain adjustments required pursuant to the provisions of the Incentive Plan;
- any extension of the expiry date of an Award benefitting a Related Person, except in the case of an extension due to a black-out period;
- any extension of the expiry date of an Award where the exercise price is lower than the Market Value, except in the case of an extension due to a black-out period; and
- any amendment to remove or to exceed the Related Person participation limit set out in Incentive Plan.

### Burn Rate

The following table sets out the annual burn rate for the Omnibus Equity Incentive Plan for the three prior fiscal years, expressed as a percentage of the number of securities granted under the applicable plan in each fiscal year over the weighted average number of Shares outstanding at the applicable year end:

Year	Options Granted	RSUs Granted	DSUs Granted	Total Securities Granted	Weighted Average Number of Shares Outstanding	Burn Rate (Total Securities Granted / Shares Outstanding)
2024	9,749,999	-	1,508,036	11,258,035	195,955,592	5.75%
2023	-	-	1,206,540	1,206,540	119,761,592	0.01%
2022	462,500	-	336,000	798,500	97,043,479	0.82%
	Average Annual Burn Rate					2.19%

### Pension Plan Benefits

The Company has no defined benefit plans, defined contribution plans or deferred compensation plans.

### Termination and Change of Control Benefits

For a description of payments that may be made to NEOs in connection with any termination, resignation, retirement, change in control or change in responsibilities, see above under the Summary Compensation Table.

### Director Compensation

The following table sets out all amounts of compensation provided to the directors that were not also NEOs during the year ended September 30, 2024:

Name	Fees earned (\$)	Share-based awards (\$) <sup>(1)</sup>	Option-based awards (\$)	Non-equity incentive plan compensation (\$)	Pension value (\$)	All other compensation (\$)	Total (\$)
Jimmy Vaiopoulos <i>Director</i>	14,697	43,893	-	-	-	-	58,590
Emma Todd <i>Director</i>	14,697	43,893	-	-	-	-	58,590

(1) The value of Share-based awards shown is the fair value of DSU awards, being equal to the number of DSUs granted multiplied by the closing trading price per Share on the TSX Venture Exchange on the trading day immediately preceding the grant date, and the applicable USD/CAD exchange rate. The actual value to be received by Directors upon settlement of unsettled Awards may differ from the value set forth above.

The Company currently provides its independent directors with compensation of CAD\$80,000 annually. Of which, each director has an option to receive cash compensation of up to CAD\$20,000, and the remaining amount is payable by issuing DSUs using the 10-day volume weighted average price of Realbotix common shares.

### Outstanding Share-Based Awards

The following table sets out all Share-based awards (being the only equity incentive awards outstanding) held by directors who were not also a NEO as at September 30, 2024:

Name	Share-based Awards
------	--------------------

	Number of Shares or units of Shares that have not vested (#)	Market or payout value of Share-based awards that have not vested (\$)	Market of payout value of Share-based awards not paid out or distributed (\$) <sup>(1)</sup>
Frederick Pye <i>Former Director</i>	-	-	70,947
Andrew D'Souza <i>Former Director</i>	-	-	70,947
Jimmy Vaiopoulos <i>Director</i>	-	-	70,947
Emma Todd <i>Director</i>	-	-	70,947

(1) Based on the number of vested DSUs multiplied by the market value of the Shares on the TSX Venture Exchange as at the market close on September 30, 2024, being CAD\$0.11, and using the CAD/USD exchange rate of 1.3499. The actual value to be received by directors upon settlement may differ from the value set forth above

***Incentive Plan Awards – Value Vested or Earned during the Year***

The following table sets out all Share-based awards (being the only equity incentive awards outstanding) held by directors who were not also a NEO that vested or were earned during fiscal 2024:

Name	Share-based awards – Value vested during Fiscal 2024 (\$)(1)
Frederick Pye <i>Former Director</i>	31,930
Andrew D'Souza <i>Former Director</i>	31,930
Jimmy Vaiopoulos <i>Director</i>	31,930
Emma Todd <i>Director</i>	31,930

(1) Based on the number of units vested and the closing trading price per Share on the TSX Venture Exchange on the vesting date, and the applicable CAD/USD exchange rate.

## SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table sets forth details regarding the Omnibus Equity Incentive Plan, being the Company's only equity compensation plan as of September 30, 2024:

Plan Category	Number of Shares to be issued upon exercise of Options	Weighted-average exercise price of outstanding Options	Number of Shares to be issued upon settlement of DSUs	Number of securities available for future issuance under equity compensation plans <sup>(2)</sup>
Equity compensation plans approved by Shareholders <sup>(1)</sup> (2020 Plan)	13,106,299	\$0.19	3,482,576	3,006,684
Equity compensation plans not approved by Shareholders	N/A	N/A	N/A	N/A
<b>Total</b>	13,106,299	N/A	3,482,576	3,006,684

(1) The Omnibus Equity Incentive Plan is a rolling plan under which the Company can issue such number of share-based awards as is equal to 10% of the Company's issued and outstanding Shares from time to time. This amount is based on Shares outstanding as at September 30, 2024.

(2) Based on 10% of 195,955,592 Shares outstanding as of September 30, 2024, less the total number of share-based awards already issued.

See "*Statement of Executive Compensation – Stock Option Plan*" for additional details regarding the Omnibus Equity Incentive Plan.

## AUDIT COMMITTEE DISCLOSURE

Under National Instrument 52-110 *Audit Committees* ("**NI 52-110**"), a reporting issuer is required to provide disclosure annually with respect to its audit committee, including the text of its audit committee charter, information regarding composition of the audit committee, and information regarding fees paid to its external auditor. The Company has included the required disclosure in its Annual Information Form for the year ended September 30, 2024, under the heading "Audit Committee Information".

## INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

No current or former director, executive officer, proposed nominee for election to the Board, or associate of any such persons is, or at any time since the beginning of the Company's most recently completed financial year has been, indebted to the Company or any of its subsidiaries, with respect to indebtedness that has not been fully repaid as at the date of this Circular.

No indebtedness of any current or former director, executive officer, proposed nominee for election to the Board, or associate of any such person is, or at any time since the beginning of the most recently completed financial year has been, the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries.

## INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as otherwise disclosed in this Circular, no: (a) director, proposed director or executive officer of the Company; (b) person or company who beneficially owns, directly or indirectly, Shares or who exercises control or direction of Shares, or a combination of both, carrying more than ten percent of the voting rights attached to the Shares outstanding (an "**Insider**"); (c) director or executive officer of an Insider; or (d) associate or affiliate of any of the directors, executive officers or Insiders, has had any material interest, direct or indirect, in any transaction since the commencement of the Company's most recently completed financial year, or in any proposed transaction which has materially affected, or would materially affect, the

Company, except with an interest arising from the ownership of Shares where such person or company will receive no extra or special benefit or advantage not shared on a pro rata basis by all Shareholders.

### MANAGEMENT CONTRACTS

There were no management functions of the Company which were, to any substantial degree, performed by a person other than a director or executive officer of the Company, except as otherwise described in this Circular.

### CORPORATE GOVERNANCE

Pursuant to National Instrument 58-101 *Disclosure of Corporate Governance Practices*, the Company is required to disclose its corporate governance practices as follows:

#### Board of Directors

The Board facilitates its exercise of independent supervision over the Company's management through frequent meetings of the Board.

Each of Jimmy Vaiopoulos, Emma Todd, Suzanne Ennis and Lorne Sugarman is "independent" as defined in NI 52-110 in that they are independent and free from any interest and any business or other relationship which could, or could reasonably be perceived to, materially interfere with the director's ability to act in the best interest of the Company, other than the interests and relationships arising from being Shareholders. As such, a majority of the Board is independent.

#### Directorships

The following Directors of the Company are currently directors of the following other reporting issuers:

Director	Name of Reporting Issuer
Andrew Kiguel	locaste Ventures Inc. Tribe Property Technologies Inc. Smartset Services Inc.
Lorne Sugarman	locaste Ventures Inc. EVP Capital Inc. Flyht Aerospace Solutions Ltd.

Until April 28, 2021, the Chair was independent.

The Chair roles and responsibilities include to: provide leadership to the Board and assist the CEO with formulating and monitoring the vision, strategy and policies of the Company; lead the directors in reviewing the formulation and overall implementation of the Company's strategy and other major plans and objectives; ensure management is aware of concerns of the Board and that the Board has access to management; ensure that management strategy, plans and performance are appropriately conveyed to the Board; chair meetings of the Board and ensure such meetings are conducted in an efficient, effective and focused manner; ensure that mechanisms for effective governance are in place and that the Board is alert to its obligations to the Company, shareholders, management and other stakeholders under applicable laws; facilitate communications and discussions between independent directors and ensure that each director is making a significant contribution and provide feedback as to the quality of each director's contribution; participate in recommending the committees of the Board and their members, and review the need for, and performance of, such committees, their members and individual directors; ensure that the Board's processes for the selection of directors are appropriate; and carry out other duties as requested by the Board.

The Board held five meetings in fiscal 2024. All directors attended such meetings.

## **Board Mandate**

The Company's Board Mandate provides that the fundamental responsibility of the Board is to appoint a competent executive team and to oversee the management and stewardship of the business and affairs of the Company, with a view to maximizing shareholder value and ensuring corporate conduct in an ethical and legal manner via an appropriate system of corporate governance and internal control. Each member of the Board is required to act in the best interests of the Company.

The Board delegates to the Company's officers and employees responsibility for the day-to-day management and conduct of the business of the Company and the implementation of the strategic plan approved by the Board. The Board oversees management directly and through its various committees, including the Audit Committee, the Nominating and Corporate Governance Committee and the Compensation Committee. In addition to these committees, the Board may appoint ad hoc committees periodically to address issues of a more short-term nature. At all times, the Board will retain its oversight function and ultimate responsibility for matters that the Board may delegate to committees of the Board.

The complete text of the Board Mandate is available in the Policies and Procedures available on the Company's website at [www.realbotix.ai](http://www.realbotix.ai).

## **Orientation and Continuing Education**

The Board consists of directors who are familiar with the Company's industry or who bring particular expertise to the Board from their professional experience. New directors are expected to learn about, among other things, the business of the Company, its financial situation and its strategic planning. The Governance Committee, together with the Chair of the Board and the CEO, is responsible for ensuring that new directors are provided with an orientation program, which includes, information regarding the role of the Board, its committees and the duties and obligations of directors; the business and operations of the Company; documents from recent meetings of the Board; and opportunities for meetings and discussion with senior management and other directors.

To facilitate ongoing education of the Company's directors, the Governance Committee may: periodically canvass the directors to determine their training and education needs and interests; arrange visits by directors to the Company's facilities and operations; arrange funding for the attendance of directors at seminars or conferences of interest and relevance to their position as a director of the Company; and encourage and facilitate presentations by outside experts to the Board or committees on matters of particular import or emerging significance.

## **Ethical Business Conduct**

All directors, officers and employees of the Company are bound by the Company's Code of Business Conduct and Ethics (the "**Code of Conduct**"), compliance with which is overseen by the Governance Committee. Directors and executive officers are required by applicable law and the Code of Conduct to promptly disclose any potential conflict of interest that may arise. If a director or executive officer has a material interest in an agreement or transaction, applicable law and principles of corporate governance require them to declare the interest in writing and, where required by applicable law, to abstain from voting with respect to such agreement or transaction. Employees of the Company are required to disclose any such conflict and take prompt action to remedy it. The Code of Conduct also sets out, among other things, standards for the accuracy of the Company's books and records and the provision of information to external auditors; and rules regarding confidentiality, and the ownership, protection and proper use of the Company's assets. Any waiver of the Code of Conduct's provisions must be approved by the Board.

The complete text of the Code of Conduct is available on the Company's website at [www.realbotix.ai](http://www.realbotix.ai).

## **Nomination of Directors**

The Board adopted its current Nominating and Corporate Governance Committee Charter (the "**Governance Charter**") on April 28, 2021. The Governance Committee currently consists of Lorne

Sugarman (Chair), Emma Todd and Jimmy Vaiopoulos. Pursuant to the Governance Charter, the role of the Governance Committee is to:

- (a) advise and make recommendations to the Board in its oversight role with respect to the development of the Company's corporate governance policies, principles, practices and processes, the effectiveness of the Board and its committees, and the contributions of individual directors;
- (b) identify individuals qualified to become new members of the Board and recommend to the Board potential new director nominees;
- (c) review the Board committee structure on an annual basis, recommend to the Board any changes it considers necessary or desirable with respect to the committee structure, and seek out and evaluating suitable candidates to serve on the Board; and
- (d) take such other actions within the scope of the Governance Charter as the Board may assign to the Governance Committee from time to time or as the Governance Committee deems necessary or appropriate.

When considering the composition of the Board and evaluating potential nominees, the Governance Committee may: (i) consider what competencies and skills the Board, as a whole, should possess; (ii) assess what competencies and skills each existing director possesses; and (iii) recommend to the Board the necessary and desirable competencies of directors, taking into account the Company's strategic direction and changing circumstances and needs.

The Board is currently reviewing the composition of the respective Board committees and may make changes to such composition following the Meeting. The Board is also seeking to increase the diversity of its Board members.

The complete text of the Governance Charter is available in the Policies and Procedures available on the Company's website at [www.realbotix.ai](http://www.realbotix.ai).

### **Compensation**

The Board adopted its current Compensation Committee Charter on April 28, 2021. See "Compensation Governance" above for further particulars regarding the Company's executive compensation process and the Compensation Committee.

### **Other Board Committees**

The Board has no other committees.

### **Assessments**

The Governance Committee is responsible for overseeing and assessing the functioning of the Board and the committees thereof. The Governance Committee may develop and recommend to the Board a process for assessing the effectiveness of the Board, as a whole, the committees of the Board, and the contribution of individual directors, and to oversee the execution of any assessment process approved by the Board.

### **Diversity and Term Limits**

Decisions of the Board with respect to the nomination or appointment of new directors are merit-based, with a focus on what expertise, differing perspectives and skills the Board as a whole requires in order to be effective. These decisions may include consideration of, among other things, a candidate's leadership capabilities, maturity of judgment, talent, experience and capacity for strategic/innovative thinking. Similar factors are considered when identifying candidates for the Company's senior management team.

At the same time, the Company understands that diversity can enhance the effectiveness of the Board and management by bringing a range of perspectives, viewpoints, backgrounds, skills and experience to the

Company's decision-making and oversight process and helping foster an inclusive workplace. As such, the Company is committed to increasing the diversity of the Board and senior management team over time.

The Company believes that true diversity is represented by the inclusion and utilization of differences in skills, expertise and industry experience. This may be reflected through the appointment of individuals of varying ages and genders, visible minorities, Aboriginal persons, persons with disabilities, and people having other distinctions. The Company's Diversity Policy codifies the Company's desire to consider and appropriately balance various aspects of experience and diversity in determining the optimum composition of the Board and senior management team.

The Governance Committee is responsible for recommending qualified persons for nomination or appointment to the Board. In connection with the identification of qualified and diverse individuals to serve on the Board and in senior management roles, the Governance Committee will, among other things:

- (a) develop recruitment protocols that seek to include diverse candidates in any director and senior management search and give due consideration to the benefits of diversity;
- (b) in order to support specific objectives with respect to diversity related to gender, visible minorities, Aboriginal persons and persons with disabilities (collectively, the "Designated Groups"), consider the level of representation of such groups on the Board and in senior management roles, and strive to include candidates from one or more of those groups on the short list of candidates to be considered when conducting any search; and
- (c) as part of the annual performance evaluation of the Board, consider the balance of skills, expertise, industry experience, independence and diversity representation of the Board, including with respect to age, gender, Aboriginal identity, disability and ethnicity, and other factors relevant to the Board's effectiveness.

The Board intends on including at least one female member at all times, and currently has one woman on the Board, and one woman, who is also a member of a visible minority, on its senior management team. The Board has also determined to set a term limit for directors of 10 years and an age limit for directors of 75, subject in each case to amendment on a case by case basis should the Board determine that to be in the best interest of the Company.

While the Company is committed to ensuring that Designated Groups are taken into account when considering Board and senior management appointments, given the Company's early stage of development and limited operating budget, as well as the small size of its Board and senior management team, the Board does not believe that it is in the best interest of the Company to set other fixed numerical or percentage targets for representation of Designated Groups at this time.

The Board is committed to revisiting this position on at least an annual basis, which may result in the imposition of fixed numerical and/or percentage targets for one or more of the Designated Groups in future years. At least annually, the Board and the Committee will review and discuss the level of representation of Designated Groups on the Board and at the senior management level. This review will include consideration of the effectiveness of this Policy in increasing such representation as new members join the Board and/or senior management team over time.

#### **ADDITIONAL INFORMATION**

Additional information relating to the Company is available under the Company's profile on SEDAR at [www.sedarplus.ca](http://www.sedarplus.ca). Shareholders may contact the Company at its office by mail at Suite 3200, 40 Temperance St., Toronto, ON M5H 0B4, to request copies of the Company's financial statements and related Management's Discussion and Analysis (the "MD&A"). Financial information is provided in the Company's audited financial statements and MD&A for the most recently completed financial year and in the financial statements and MD&A for subsequent financial periods, which are available on SEDAR.

### **OTHER MATTERS**

Management of the Company know of no other matters to come before the Meeting other than those referred to in the Notice of Meeting. If any other matters that are not currently known to management should properly come before the Meeting, the accompanying form of proxy confers discretionary authority upon the Designated Persons named therein to vote on such matters in accordance with their best judgment.

### **APPROVAL OF THE BOARD OF DIRECTORS**

The contents of this Information Circular have been approved, and the delivery of it to each Shareholder entitled thereto and to the appropriate regulatory agencies has been authorized, by the Board. A copy of this Information Circular has been sent to each director, each Shareholder entitled to notice of the Meeting, and to the auditors of the Company.

Dated at Toronto, Ontario, this 4th day of November, 2025.

### **ON BEHALF OF THE BOARD OF DIRECTORS**

*“Andrew Kiguel”*

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Andrew Kiguel  
Director

**APPENDIX A**  
**OMNIBUS EQUITY INCENTIVE PLAN**  
**REALBOTIX CORP.**



REALBOTIX CORP.

OMNIBUS EQUITY INCENTIVE PLAN

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**REALBOTIX CORP.  
OMNIBUS EQUITY INCENTIVE PLAN**

**ARTICLE 1  
ESTABLISHMENT; DEFINITIONS**

**1.1 Establishment.**

Realbotix Corp., a corporation incorporated under the laws of the Province of Ontario (the “**Company**”), hereby establishes an incentive compensation plan to be known as the Omnibus Equity Incentive Compensation Plan (this “**Plan**”). This Plan shall be adopted and become effective on the date approved by the Board (the “**Effective Date**”).

**1.2 Definitions.**

“**Affiliates**” has the meaning given in the *Securities Act* (Ontario), as such legislation may be amended, supplemented or replaced from time to time;

“**Award Agreement**” means, individually or collectively, any Option Agreement, RSU Agreement, SAR Agreement, PSU Agreement, DSU Agreement, and/or Employment Agreement or Consulting Agreement pursuant to which an Award is granted, as the context requires;

“**Awards**” means Options, SARs, RSUs, PSUs and/or DSUs granted to a Participant pursuant to the terms of this Plan;

“**Black-Out Period**” means, with respect to any Person, the period of time when, pursuant to any policies or determinations of the Company, securities of the Company may not be traded by such Person, including any period when such Person has material undisclosed information with respect to the Company, but excluding any period during which a regulator has halted trading in the Company’s securities;

“**Board**” means the board of directors of the Company as constituted from time to time;

“**Business Day**” means any day on which the Exchange is open for business, other than a Saturday, Sunday or any other day on which the principal chartered banks located in Toronto, Ontario are not required to be open for business;

“**Cash Equivalent**” means:

- (a) in the case of Share Units, the amount of money equal to the Market Value multiplied by the number of vested Share Units in the Participant’s Account, net of any applicable taxes in accordance with Section 9.4, on the Share Unit settlement date,
- (b) in the case of DSUs, the amount of money equal to the Market Value multiplied by the whole number of DSUs then recorded in the Participant’s Account which the Participant requests to redeem pursuant to the DSU Redemption Notice, net of any applicable taxes in accordance with Section 9.4, on the date the Company receives, or is deemed to receive, the DSU Redemption Notice;

“**Change of Control**” means, unless the Compensation Committee determines otherwise, the happening, in a single transaction or in a series of related transactions, of any of the following events:

- (a) the consummation of any transaction or series of transactions (other than a transaction described in clause (b) below) pursuant to which any Person, or group of Persons acting

jointly or in concert, acquires the direct or indirect beneficial ownership of securities of the Company representing 50% or more of the aggregate voting power of all of the Company's then issued and outstanding securities entitled to vote in the election of directors of the Company, other than an acquisition by a Person that was an Affiliate of the Company at the time of such acquisition, and other than any such acquisition that occurs upon the exercise or settlement of options or other securities granted by the Company under any of the Company's equity incentive plans, including this Plan,

- (b) there is consummated an arrangement, amalgamation, merger, consolidation, business combination or similar transaction involving (directly or indirectly) the Company and, immediately after the consummation of such arrangement, amalgamation, merger, consolidation, business combination or similar transaction, the shareholders of the Company immediately prior thereto do not beneficially own, directly or indirectly, either outstanding voting securities representing more than 50% of the combined outstanding voting power of the surviving or resulting entity in such amalgamation, merger, consolidation, business combination or similar transaction, or (ii) more than 50% of the combined outstanding voting power of the parent of the surviving or resulting entity in such arrangement, amalgamation, merger, consolidation, business combination or similar transaction,
- (c) any transaction or series of transactions resulting in the consummation of (i) the sale, lease, exchange, license or other disposition of all or substantially all of the Company's assets to a Person, other than a Person that was an Affiliate of the Company at the time of such sale, lease, exchange, license or other disposition, or (ii) a sale, lease, exchange, license or other disposition to an entity, unless more than 50% of the combined voting power of the voting securities of such entity are beneficially owned by shareholders of the Company in substantially the same proportions as their beneficial ownership of the outstanding voting securities of the Company immediately prior to such sale, lease, exchange, license or other disposition,
- (d) the passing of a resolution by the Board or shareholders of the Company to substantially liquidate the assets of the Company or wind up the Company's business, or significantly rearrange its affairs in one or more transactions or series of transactions, or the commencement of proceedings for such a liquidation, winding-up or re-arrangement (except where such re-arrangement is part of a bona fide reorganization of the Company in circumstances where the business of the Company is continued and the shareholdings remain substantially the same following the re-arrangement),
- (e) individuals who, on the Effective Date, are members of the Board (the "**Incumbent Board**"), cease for any reason to constitute at least a majority of the members of the Board; provided, however, that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member will, for purposes of this Plan, be considered as a member of the Incumbent Board, or
- (f) any other matter determined by the Board to be a Change of Control;

"**Code**" means the U.S. *Internal Revenue Code of 1986*, as amended from time to time and the Treasury Regulations promulgated thereunder;

"**Compensation Committee**" means the Compensation Committee of the Board as constituted from time to time, or any equivalent committee of the Board;

"**Consultant**" means a Person (including an individual whose services are contracted for through another Person) with whom the Company or a Subsidiary has a written contract for services;

**“Consulting Agreement”** means, with respect to any Participant, any written consulting agreement between the Company or a Subsidiary and such Participant;

**“Dividend Share Units”** has the meaning set out in Section 7.2;

**“DSU”** means a deferred share unit, which is a bookkeeping entry equivalent in value to a Share credited to a Participant’s Account in accordance with Article 5;

**“DSU Agreement”** means a written notice from the Company to a Participant evidencing the grant of DSUs and the terms and conditions of such DSUs, in such form as the Compensation Committee may approve from time to time;

**“DSU Redemption Notice”** has the meaning set out in Section 5.3(a);

**“Employment Agreement”** means, with respect to any Participant, any written employment agreement between the Company or a Subsidiary and such Participant;

**“Exchange”** means the TSX Venture Exchange, or, if at any time the Shares are not listed and posted for trading on the TSX Venture Exchange, such other stock exchange or trading platform upon which the Shares are then principally traded and which has been designated by the Compensation Committee;

**“Exercise Notice”** means a notice in writing signed by a Participant and stating the Participant’s intention to exercise or settle a particular Award;

**“Exercise Price”** has the meaning set out in Section 3.3;

**“Expiry Date”** has the meaning set out in Section 3.4;

**“Grant Date”** has the meaning set out in Section 3.4;

**“Incentive Stock Option”** means an Option that is designated by the Compensation Committee as an incentive stock option as described in Section 422 of the Code and otherwise meets the requirements set forth in this Plan;

**“Insider”** means a “reporting insider” of the Company as defined in National Instrument 55-104 – *Insider Reporting Requirements and Exemptions* and the Exchange’s Corporate Finance Manual in respect of the rules governing security-based compensation arrangements, as amended from time to time;

**“Investor Relations Activities”** has the meaning ascribed thereto in the policies of the Exchange and, for clarity, persons retained to provide Investor Relations Activities include any Consultant that performs Investor Relations Activities and any employee or director whose role and duties primarily consist of Investor Relations Activities;

**“ISO Entity”** has the meaning set out in Section 2.3(a);

**“Market Value”** means, unless otherwise required by any applicable provision of the Tax Act, the Code, or any regulations thereunder, or by any applicable accounting standard for the Company’s desired accounting for Awards, or by the rules of the Exchange, a price that is determined by the Compensation Committee, provided that such price cannot be less than the greater of (a) the volume weighted average trading price of the Shares on the Exchange for the five Trading Days immediately prior to the Grant Date, or (b) the closing price of the Shares on the Exchange on the Trading Day immediately prior to the Grant Date;

**“Nonqualified Stock Option”** means an Option that is not designated by the Compensation Committee as an Incentive Stock Option;

**“Option”** means an option granted by the Company to a Participant, entitling such Participant to acquire a designated number of Shares from treasury at the Exercise Price, subject to the provisions of this Plan;

**“Option Agreement”** means a written notice from the Company to a Participant evidencing the grant of Options and the terms and conditions of such Options, substantially in such form as the Compensation Committee may approve from time to time;

**“Participant”** has the meaning set out in Section 2.3(a);

**“Participant’s Account”** means an account maintained to reflect each Participant’s participation in RSUs, PSUs and/or DSUs under this Plan;

**“Performance Criteria”** means criteria established by the Compensation Committee, which may include criteria based on the Participant’s personal performance, the financial performance of the Company and/or of its Subsidiaries, total shareholder return and the achievement of corporate goals and strategic initiatives, that may be used to determine the vesting of Awards;

**“Performance Period”** means the period determined by the Compensation Committee pursuant to Section 6.3;

**“Person”** means an individual, corporation, company, cooperative, partnership, trust, unincorporated association, or governmental authority or body, and pronouns which refer to a Person shall have a similarly extended meaning;

**“PSU”** means a performance share unit awarded to a Participant to receive a payment in the form of Shares as provided in Article 6 and subject to the terms and conditions of this Plan;

**“PSU Agreement”** means a written notice from the Company to a Participant evidencing the grant of PSUs and the terms and conditions of such PSUs, in such form as the Compensation Committee may approve from time to time;

**“RSU”** means a restricted share unit awarded to a Participant to receive a payment in the form of Shares as provided in Article 6 and subject to the terms and conditions of this Plan;

**“RSU Agreement”** means a written notice from the Company to a Participant evidencing the grant of RSUs and the terms and conditions of such RSUs, in such form as the Compensation Committee may approve from time to time;

**“SAR”** means a stock appreciation right awarded to a Participant to be settled in cash as provided in Article 4 and subject to the terms and conditions of this Plan;

**“SAR Agreement”** means a written notice from the Company to a Participant evidencing the grant of SARs and the terms and conditions of such SARs, in such form as the Compensation Committee may approve from time to time;

**“Share Compensation Arrangement”** means a stock option, stock option plan, employee stock purchase plan, long-term incentive plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Shares to one or more directors, officers, employees or Consultants of the Company or a Subsidiary. For greater certainty, a “Share Compensation Arrangement” does not include a security based compensation arrangement used as an

inducement to any Person not previously employed by, and not previously an Insider of, the Company;

“**Shares**” means the common shares in the capital of the Company;

“**Share Limit**” has the meaning set out in Section 2.4(a);

“**Share Unit**” means an RSU or PSU, as the context requires;

“**Share Unit Vesting Determination Date**” has the meaning set out in Section 6.4;

“**Subsidiary**” means a corporation, limited liability company, partnership or other body corporate that is controlled, directly or indirectly, by the Company;

“**Surrender**” has the meaning set out in Section 3.7(b);

“**Surrender Notice**” has the meaning set out in Section 3.7(b);

“**Tax Act**” means the *Income Tax Act* (Canada) and the regulations thereunder, as amended from time to time;

“**Termination Date**” means, (a) with respect to a Participant who is an employee or officer of the Company or a Subsidiary, such Participant’s last day of active employment, provided that if the Participant’s employment is terminated by the Company or a Subsidiary under circumstances that require notice of termination of pay in lieu thereof be provided under applicable employment standards legislation, the Termination Date shall instead be the later of the Participant’s last day of active employment and the end of the period of statutory notice of termination of employment required to be provided in respect of that termination under applicable employment standards legislation, and exclude any additional period of reasonable or contractual notice (whether such period is agreed or adjudicated), and (ii) with respect to a Participant who is a Consultant, the date such Consultant ceases to provide services to the Company or a Subsidiary, and “**Terminate**” and “**Terminated**” have corresponding meanings;

“**Trading Day**” means any day on which the Exchange is opened for trading;

“**transfer**” includes any sale, exchange, assignment, gift, bequest, disposition, mortgage, lien, charge, pledge, encumbrance, grant of security interest, or any arrangement by which possession, legal title or beneficial ownership passes from one Person to another, or to the same Person in a different capacity, whether or not voluntary, and whether or not for value, and any agreement to effect any of the foregoing, and “**transferred**”, “**transferring**” and similar variations have corresponding meanings; and

“**U.S. Participant**” means any Participant who is a United States citizen or United States resident alien as defined for purposes of Section 7701(b)(1)(A) of the Code or for whom an Award is otherwise subject to taxation under the Code.

## **ARTICLE 2 PURPOSE; ADMINISTRATION; ELIGIBILITY**

### **2.1 General Purpose.**

The purposes of this Plan are to (a) enable the Company, and any Affiliate to attract and retain the types of employees, Consultants and directors who will contribute to the Company’s long range success; (b) provide incentives that align the interests of employees, Consultants and directors with those of the security holders of the Company; and (c) promote the success of the Company’s business.

## 2.2 Plan Administration.

- (a) The Board has delegated and appointed the Compensation Committee to implement, administer and interpret this Plan for and on behalf of the Board.
- (b) Subject to the terms and conditions set forth in this Plan, the rules of the Exchange, and applicable laws, the Compensation Committee, for and on behalf of the Board, shall have the sole and absolute discretion to: (i) designate Participants; (ii) determine the type, size, terms and conditions of Awards to be granted; (iii) determine the method by which an Award may be settled, exercised, canceled, forfeited or suspended; (iv) determine the circumstances under which the delivery of cash, property or other amounts payable with respect to an Award may be deferred, either automatically or at the Participant's or the Compensation Committee's election; (v) interpret and administer, reconcile any inconsistency in, correct any defect in, and supply any omission in, this Plan and any Award granted under this Plan; (vi) establish, amend, suspend or waive any rules and regulations, and appoint such agents, as the Compensation Committee shall deem appropriate for the proper administration of this Plan; (vii) accelerate the vesting, delivery or exercisability of, or payment for, or lapse of restrictions on, or waive any condition in respect of, Awards; and (viii) make any other determination and take any other action that the Compensation Committee deems necessary or desirable for the administration of this Plan, to preserve the tax treatment of the Awards, to preserve the economic equivalent value of the Awards or to comply with any applicable law.
- (c) No member of the Board, and no officer or employee acting for or on behalf of the Board, will be liable for any action or determination taken or made in good faith in the administration, interpretation, construction or application of this Plan, any Award Agreement (or other similar document), or any Awards granted pursuant to this Plan.
- (d) The day-to-day administration of this Plan may be delegated to such officers and employees of the Company as the Compensation Committee determines.
- (e) Unless otherwise expressly provided in this Plan, all designations, determinations, interpretations and other decisions regarding this Plan, or any Award or any documents evidencing any Award granted pursuant to this Plan, shall be within the sole discretion of the Compensation Committee, may be made at any time, and shall be final, conclusive and binding upon all Persons, including the Company, any Subsidiary, any Participant, any holder or beneficiary of any Award, and any shareholder of the Company.

## 2.3 Participants.

- (a) The Persons who shall be eligible to receive Nonqualified Stock Options, SARs, RSUs, DSUs and PSUs shall be directors, officers, employees or Consultants of or to the Company or a Subsidiary, providing ongoing services to the Company and/or any Subsidiary (collectively, "**Participants**"). Incentive Stock Options shall be granted only to Participants who are employees of the Company or any of the Company's present or future parent or Subsidiaries, as defined in Section 424(e) or (f) of the Code, or other Affiliates the employees of which are eligible to receive Incentive Stock Options under the Code (each an "**ISO Entity**").
- (b) Participation in this Plan shall be entirely voluntary and may be declined. In order to be eligible to receive an Award under this Plan, the Award Agreement to which the Participant is a party must contain a representation of the Company and of such Participant, that such Participant is a bona fide director, officer, employee or Consultant of the Company or Subsidiary, as the case may be.

- (c) The Company cannot grant or issue an Award unless and until the Award has been allocated to a particular Person or Persons.
- (d) Notwithstanding any express or implied term of this Plan to the contrary, the granting of an Award pursuant to this Plan shall in no way be construed as a guarantee of employment or appointment by the Company or a Subsidiary.

#### **2.4 Shares Subject to the Plan.**

- (a) Subject to adjustment pursuant to the provisions of Article 8, the total number of Shares reserved and available for grant and issuance pursuant to Awards under this Plan, together with any awards under any proposed or established Share Compensation Arrangement, shall not exceed 10% of the issued and outstanding Shares (on an undiluted basis) at the time of any applicable Award granted under this Plan (the “**Share Limit**”). During the terms of the Awards, the Company shall keep available at all times the number of Shares required to satisfy such Awards. Shares available for distribution under this Plan may consist, in whole or in part, of authorized and unissued Shares, treasury Shares or Shares reacquired by the Company in any manner.
- (b) Shares in respect of which an Award is (i) exercised, (ii) granted under this Plan but not exercised prior to the termination of such Award, (iii) not vested or settled prior to the termination of such Award due to the expiration, termination, cancellation or lapse of such Award, or (iv) settled in cash in lieu of settlement in Shares, shall, in each case, be available for Awards to be granted thereafter pursuant to the provisions of this Plan; provided that in the case of an Incentive Stock Option, the foregoing shall be subject to any limitations under the Code. All Shares issued from treasury pursuant to the exercise or the vesting of Awards granted under this Plan shall be issued as fully paid and non-assessable Shares.

#### **2.5 Participation Limits.**

- (a) Subject to adjustment pursuant to the provisions of Article 8, the aggregate number of Shares (i) issued to Insiders under this Plan or any other proposed or established Share Compensation Arrangement within any one-year period and (ii) issuable to Insiders at any time under this Plan or any other proposed or established Share Compensation Arrangement, shall in each case not exceed 10% of the total issued and outstanding Shares from time to time. Any Awards granted pursuant to this Plan prior to the Participant becoming an Insider shall be excluded for the purposes of the limits set out in this Section 2.5(a).
- (b) No more than 5% of the outstanding Shares may be issued under this Plan alone, or when combined with all other Share Compensation Arrangements, in any one-year period to any one Participant.
- (c) Subject to adjustment pursuant to the provisions of Article 8 hereof, the number of Shares issuable to any one Consultant pursuant to any Awards issued or granted under the Plan or pursuant to awards under any other established Share Compensation Arrangement, within any one-year period, cannot exceed 2% of the total issued and outstanding Shares from time to time determined on a non-diluted basis, calculated at the date an Award is granted to the Consultant.
- (d) Participants retained to provide Investor Relations Activities may not receive any Awards under the Plan other than Options. Subject to adjustment pursuant to the provisions of Article 8 hereof, the number of Shares issuable to any one Participant retained to provide Investor Relations Activities pursuant to any Options granted under the Plan or under any other established Share Compensation Arrangement, within any one-year period, cannot

exceed 2% of the total issued and outstanding Shares from time to time determined on a non-diluted basis, calculated at the date an Award is granted to the Consultant. Options granted to Participants retained to provide Investor Relations Activities must vest over a period of not less than one-year with no more than ¼ of the Options vesting in any 3 month period.

## **2.6 Vesting Requirement.**

Notwithstanding anything else contained herein, for as long as the Company remains listed on the Exchange, no Awards, except Options or securities issued pursuant to a stock purchase plan, may vest before the date that is one year following the date of issuance or grant of such Award, except as otherwise permitted by the policies of the Exchange.

## **ARTICLE 3 OPTIONS**

### **3.1 Nature of Options.**

An Option is an option granted by the Company to a Participant, entitling such Participant to acquire a designated number of Shares from treasury at the Exercise Price, subject to the provisions of this Plan. Participants may be eligible to receive Nonqualified Stock Options and/or Incentive Stock Options as outlined in this Article 3. All Options granted under this Plan shall be Nonqualified Stock Options unless the applicable Award Agreement expressly states that the Option is intended to be an Incentive Stock Option.

### **3.2 Option Awards.**

- (a) The Compensation Committee shall, from time to time, in its sole discretion, (i) designate the Participants who may receive Options under this Plan, (ii) determine the number of Options, if any, to be granted to each Participant and the date or dates on which such Options shall be granted, (iii) determine the price per Share to be payable upon the exercise of each such Option (the “**Exercise Price**”), (iv) determine the relevant vesting provisions (including Performance Criteria, if applicable), and (v) determine the Expiry Date, in each case subject to the terms and conditions prescribed in this Plan and any Award Agreement, and any applicable rules of the Exchange.
- (b) All Options granted under this Plan shall vest in accordance with the terms of the Award Agreement entered into in respect of such Options.

### **3.3 Exercise Price.**

The Exercise Price for Shares that are the subject of any Option shall be fixed by the Compensation Committee when such Option is granted, but shall not be less than the Market Value of such Shares at the time of the grant. Exchange approval and disinterested shareholder approval will be obtained for any reduction in the Exercise Price if the Person granted the Option is an Insider of the Company at the time of the proposed amendment.

### **3.4 Expiry Date; Blackout Period.**

Subject to Section 8.2, each Option must be exercised no later than ten years after the date the Option is granted (the “**Grant Date**”) or such shorter period as set out in the applicable Award Agreement, at which time such Option will expire (the “**Expiry Date**”). Notwithstanding any other provision of this Plan, each Option that would expire during or within ten Business Days immediately following a Black-Out Period shall expire on the date that is ten Business Days immediately following the expiration of the Black-Out Period. Notwithstanding the foregoing, in no event shall the Expiry Date exceed five years from the Grant Date in

the case of an Incentive Stock Option granted to an employee who, on the Grant Date, owns Shares representing more than 10% of the voting power of all classes of Shares of the Company or an ISO Entity.

### 3.5 Option Agreement.

Each Option must be confirmed by an Award Agreement. The Award Agreement shall contain such terms as the Company deems necessary and appropriate.

### 3.6 Exercise of Options.

- (a) Subject to the provisions of this Plan, a Participant shall be entitled to exercise an Option granted to such Participant, subject to any vesting limitations which may be imposed by the Compensation Committee at the time such Option is granted and set out in the applicable Award Agreement.
- (b) No fractional Shares will be issued upon the exercise of Options granted under this Plan and, accordingly, if a Participant would become entitled to a fractional Share upon the exercise of an Option, whether as a result of an adjustment pursuant to Section 8.1 or otherwise, such Participant will only have the right to acquire the next lowest whole number of Shares.

### 3.7 Method of Exercise and Payment of Purchase Price.

- (a) Subject to the provisions of this Plan and the alternative exercise procedures set out in this Section 3.7 herein, an Option granted under this Plan may be exercisable (from time to time as provided in Section 3.6) by the Participant (or by the liquidator, executor or administrator, as the case may be, of the estate of the Participant) by delivering an Exercise Notice, substantially in the form to be attached as a schedule to the Award Agreement, to the Company in the form and manner determined by the Compensation Committee from time to time, together with a bank draft, certified cheque or other form of payment acceptable to the Company in an amount equal to the aggregate Exercise Price of the Shares to be purchased pursuant to the exercise of the Options and any applicable tax withholdings.
- (b) In lieu of exercising any vested Option in the manner described in Section 3.7(a), and pursuant to the terms of this Section 3.7(b), a Participant may, by surrendering an Option ("**Surrender**") with a properly endorsed notice of Surrender to the Corporate Secretary of the Company, substantially in the form to be attached as a schedule to the Award Agreement (a "**Surrender Notice**"), elect to receive that number of Shares calculated using the following formula, subject to acceptance of such Surrender Notice by the Compensation Committee and provided that arrangements satisfactory to the Company have been made to pay any applicable withholding taxes:

$$X = (Y * (A-B)) / A$$

**Where:**

X = the number of Shares to be issued to the Participant upon exercising such Options; provided that if the foregoing calculation results in a negative number, then no Shares shall be issued

Y = the number of Shares underlying the Options to be Surrendered

A = the Market Value of the Shares as at the date of the Surrender

B = the Exercise Price of such Options

- (c) No Share shall be issued and no Person shall be registered in the share register of the Company as the holder of Shares until actual receipt by the Company of an Exercise Notice, payment for the Shares to be purchased, and satisfaction of any tax withholding requirements.
- (d) Subject to Section 3.7(c), upon the exercise of an Option pursuant to Section 3.7(a), Section 3.7(b), the Company shall, as soon as practicable after such exercise, but no later than ten Business Days following such exercise, cause the transfer agent and registrar of the Shares to deliver to the Participant (or as the Participant may otherwise direct) a certificate or direct registration statement evidencing such number of Shares as the Participant shall have then paid for and as are specified in such Exercise Notice.

### **3.8 Termination of Employment or Service.**

- (a) Subject to the provisions of this Plan, a Participant's Options shall be subject to the terms and conditions of the Participant's Award Agreement, as the case may be, in respect of such Participant's ceasing to be a Participant.
- (b) For the avoidance of doubt, no period of contractual or common law reasonable notice, if any, or payment in lieu thereof, that is given or that ought to have been given under applicable law in respect of such termination of employment that follows, or is in respect of, a period after the Participant's Termination Date will be considered as extending the Participant's period of employment for the purposes of determining their entitlement under this Plan.
- (c) Any Awards granted or issued to the Participant which are held by the Participant on the Termination Date will expire within a reasonable period, not exceeding one year following the date the Participant ceases to be a Participant under the Plan. For greater certainty, the Expiry Date of vested Options will be the earlier of (1) the date specified in the applicable Option Agreement and (2) the date that is one year after the Termination Date.
- (d) For Termination in the case of the Participant's death, the right to exercise or be paid for an Award terminates on the earlier of: (i) the date on which the particular Award expires or terminates; and (ii) the date that is one year after the Participant's death.
- (e) The Participant shall have no entitlement to damages or other compensation arising from or related to not receiving any Options that would have settled, vested or accrued to the Participant after the Termination Date.

### **3.9 Incentive Stock Options**

- (a) The maximum number of Shares that may be issued with respect to Incentive Stock Options is 7,504,568.
- (b) No Option shall be treated as an Incentive Stock Option unless this Plan has been approved by the shareholders of the Company in a manner intended to comply with the shareholder approval requirements of the Exchange and Section 422(b)(1) of the Code; provided that any Option intended to be an Incentive Stock Option shall not fail to be effective solely on account of a failure to obtain such approval, but rather such Option shall be treated as a Nonqualified Stock Option unless and until such approval is obtained. In the case of an Incentive Stock Option, the terms and conditions of such grant shall be subject to and comply with such rules as may be prescribed by the Exchange and Section 422 of the Code. If for any reason an Option intended to be an Incentive Stock Option (or

any portion thereof) shall not qualify as an Incentive Stock Option, then, to the extent of such non-qualification, such Option or portion thereof shall be regarded as a Nonqualified Stock Option appropriately granted under this Plan.

- (c) No Incentive Stock Option may be granted more than ten years from the date this Plan is adopted, or the date this Plan is approved by the shareholders of the Company, whichever is earlier.
- (d) Each Participant awarded an Incentive Stock Option under this Plan shall notify the Company, in writing, immediately after the date such Participant makes a disqualifying disposition of any Shares acquired pursuant to the exercise of such Incentive Stock Option. A disqualifying disposition is any disposition (including any sale) of such Shares before the later of (i) two years after the Grant Date of the Incentive Stock Option or (ii) one year after the date of exercise of the Incentive Stock Option. The Company may, if determined by the Compensation Committee and in accordance with procedures established by the Compensation Committee, retain possession, as agent for the applicable Participant, of any Shares acquired pursuant to the exercise of an Incentive Stock Option until the end of the period described in the preceding sentence, subject to complying with any instructions from such Participant as to the sale of such Shares.
- (e) To the extent that a Participant has received Incentive Stock Options and any of the more general language in this Article 3 conflicts with the language in this Section 3.9, the language of this Section 3.9 shall be controlling.

## **ARTICLE 4 STOCK APPRECIATION RIGHTS**

### **4.1 Nature of SARs**

A SAR is a stock appreciation right granted to a Participant representing the right to receive, subject to such restrictions and conditions as the Compensation Committee may determine at the time of grant, a cash payment or Shares in lieu of cash having an aggregate value equal to the product of (i) the excess of (A) the Market Value on the exercise date of one Share divided by (B) the base price per Share specified in the Award Agreement, multiplied by (ii) the number of Shares specified by the SAR, or the portion thereof, that is exercised. The base price per Share specified in the Award Agreement shall not be less than the Market Value on the date of grant.

### **4.2 SAR Awards**

Each SAR must be confirmed by an Award Agreement that sets forth the terms, conditions and limitations for such SAR, which may include whether the SAR is settled in cash or Shares, the vesting, expiry and base price per Share of the SAR, and the provisions applicable in the event the applicable Participant's employment or service terminates, and shall contain such terms as may be considered necessary in order that the SAR will comply with any provisions respecting SARs in the income tax or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen, or the rules of any regulatory body having jurisdiction over the Company. If, upon the exercise of a SAR, a Participant is to receive a portion of the applicable payment in Shares, the number of Shares shall be determined by dividing such portion by the Market Value on the exercise date. No fractional Shares will be issued upon the exercise of a SAR granted under this Plan and, accordingly, if a Participant would become entitled to a fractional Share upon the exercise of a SAR, or whether as a result of an adjustment pursuant to Section 8.1 or otherwise, such Participant will only have the right to acquire the next lowest whole number of Shares.

### **4.3 Exercise of SARs**

SARs shall be exercisable at such time or times and subject to such terms and conditions as shall be determined by the Compensation Committee and set out in the applicable Award Agreement; provided that SARs granted under this Plan may not have a term in excess of ten years' duration unless otherwise required by applicable law.

## **ARTICLE 5 DEFERRED SHARE UNITS**

### **5.1 Nature of DSUs.**

A DSU is a deferred Share unit granted to a Participant representing the right to receive a Share or the Cash Equivalent, subject to such restrictions and conditions as the Compensation Committee may determine at the time of grant. Conditions may be based on continuing service of the Participant and/or achievement of pre-established vesting objectives.

### **5.2 DSU Awards.**

- (a) Subject to the provisions of this Article 5 forth and any shareholder or regulatory approval which may be required, the Compensation Committee shall, from time to time, in its sole discretion, (i) designate the Participants who may receive DSUs under this Plan, (ii) fix the number of DSUs, if any, to be granted to each Participant and the date or dates on which such DSUs shall be granted, and (iii) determine the relevant conditions and vesting provisions (including, any applicable Performance Periods and Performance Criteria), in each case subject to the terms and conditions prescribed in this Plan and in any Award Agreement, as applicable.
- (b) Each DSU must be confirmed by an Award Agreement that sets forth the terms, conditions and limitations for each DSU, which may include the vesting and terms of the DSU and the provisions applicable in the event the applicable Participant's employment or service terminates, and shall contain such terms as may be considered necessary in order that the DSU will comply with any provisions respecting DSUs in the income tax or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen, and the rules of any regulatory body having jurisdiction over the Company.
- (c) Any DSUs that are awarded to a Participant who is a resident of Canada or employed in Canada (each for purposes of the Tax Act) shall be structured so as to be considered to be a plan described in section 7 of the Tax Act or to meet requirements of paragraph 6801(d) of the Income Tax Regulations adopted under the Tax Act (or any successor to such provisions).
- (d) Subject to vesting and other conditions and provisions set forth this Plan and in the applicable Award Agreement, the Compensation Committee shall determine whether each DSU awarded to a Participant shall entitle the Participant: (i) to receive one Share issued from treasury; (ii) to receive the Cash Equivalent of one Share; or (iii) to elect to receive either one Share from treasury, the Cash Equivalent of one Share or a combination of cash and Shares.

### **5.3 Redemption of DSUs.**

- (a) Subject to Section 5.3(b), each Participant that has been awarded DSUs shall be entitled to redeem its DSUs during the period commencing on the Business Day immediately following the Termination Date and ending on the date that is not later than December 15 of the year following the Termination Date, or such shorter such redemption period as is set out in the relevant Award Agreement, by providing a written notice of settlement to the

Company setting out the number of DSUs to be settled and the particulars regarding the registration of the Shares issuable upon settlement, if applicable (the “**DSU Redemption Notice**”). In the event of the death of a Participant, the DSU Redemption Notice shall be filed by the administrator or liquidator of the estate of the Participant.

- (b) If a DSU Redemption Notice is not received by the Company on or before the 90th day following the Termination Date, the Participant shall be deemed to have delivered a DSU Redemption Notice on the 90th day following the Termination Date and the Compensation Committee shall determine the number of DSUs to be settled by way of Shares, the Cash Equivalent or a combination of Shares and the Cash Equivalent and delivered to the Participant, administrator or liquidator of the estate of the Participant, as applicable.
- (c) Subject to Section 9.4 and the Award Agreement, settlement of DSUs shall take place promptly following the Company’s receipt or deemed receipt of the DSU Redemption Notice through:
  - (i) in the case of settlement DSUs for their Cash Equivalent, delivery of a bank draft, certified cheque or other acceptable form of payment to the Participant representing the Cash Equivalent;
  - (ii) in the case of settlement of DSUs for Shares, delivery of a certificate or direction registration statement evidencing such Share to the Participant; or
  - (iii) in the case of settlement of DSUs for a combination of Shares and the Cash Equivalent, a combination of (i) and (ii) above.

## **ARTICLE 6 SHARE UNITS**

### **6.1 Nature of Share Units.**

A Share Unit is an award that is either a PSU or RSU entitling the recipient to acquire Shares, at such purchase price (which may be zero) as determined by the Compensation Committee, subject to such restrictions and conditions as the Compensation Committee may determine at the time of grant. Conditions may be based on continuing employment (or other service relationship) and/or achievement of pre-established performance goals and objectives.

### **6.2 Share Unit Awards.**

- (a) Subject to the provisions of this Plan and any shareholder or regulatory approval which may be required, the Compensation Committee shall, from time to time, in its sole discretion, (i) designate the Participants who may receive RSUs and/or PSUs under this Plan, (ii) fix the number of RSUs and/or PSUs, if any, to be granted to each Participant and the date or dates on which such RSUs and/or PSUs shall be granted, and (iii) determine the relevant conditions and vesting provisions (including, in the case of PSUs, the applicable Performance Period and Performance Criteria, if any) and Performance Period of such RSUs and/or PSUs, in each case subject to the terms and conditions prescribed in this Plan and in any applicable Award Agreement.
- (b) Each RSU must be confirmed by an Award Agreement that sets forth the terms, conditions and limitations for such RSU, which may include the vesting and terms of the RSUs and the provisions applicable in the event employment or service of the applicable Participant terminates, and shall contain such terms as may be considered necessary in order that the RSUs will comply with any provisions respecting RSUs in the income tax or other laws in force in any country or jurisdiction of which the Participant may from time to time be a

resident or citizen, and the rules of any regulatory body having jurisdiction over the Company.

- (c) Each PSU must be confirmed by an Award Agreement that sets forth the terms, conditions and limitations for such PSU, which may include the applicable Performance Period and Performance Criteria, vesting and terms of the PSUs and the provisions applicable in the event employment or service of the applicable Participant terminates, and shall contain such terms as may be considered necessary in order that the PSUs will comply with any provisions respecting PSUs in the income tax or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen, and the rules of any regulatory body having jurisdiction over the Company.
- (d) Any RSUs or PSUs that are awarded to a Participant who is a resident of Canada or employed in Canada (each for purposes of the Tax Act) shall be structured so as to be considered to be a plan described in section 7 of the Tax Act or in such other manner to ensure that such award is not a “salary deferral arrangement” as defined in the Tax Act (or any successor to such provisions).
- (e) Subject to the vesting and other conditions and provisions set forth in this Article 6 and in the applicable Award Agreement, the Compensation Committee shall determine whether each RSU and/or PSU awarded to a Participant shall entitle the Participant: (i) to receive one Share issued from treasury; (ii) to receive the Cash Equivalent of one Share; or (iii) to elect to receive either one Share from treasury, the Cash Equivalent of one Share or a combination of cash and Shares.

### **6.3 Performance Criteria and Performance Period Applicable to PSU Awards.**

For each award of PSUs, the Compensation Committee shall establish: (i) any Performance Criteria and other vesting conditions in order for a Participant to be entitled to receive Shares in exchange for their PSUs; and (ii) the period in which any Performance Criteria and other vesting conditions must be met in order for a Participant to be entitled to receive Shares in exchange for all or a portion of the PSUs held by such Participant (the “**Performance Period**”).

### **6.4 Share Unit Vesting Determination Date.**

The vesting determination date means the date on which the Compensation Committee shall determine the Performance Criteria and/or other vesting conditions with respect to an RSU and/or PSU have been met (the “**Share Unit Vesting Determination Date**”), and as a result, establishes the number of RSUs and/or PSUs that become vested, if any.

## **ARTICLE 7 GENERAL CONDITIONS**

### **7.1 General Conditions Applicable to Awards.**

Each Award, as applicable, shall be subject to the following conditions:

- (a) **Employment or Service** - The granting of an Award to a Participant shall not impose upon the Company or a Subsidiary any obligation to retain the Participant in its employ or consultancy in any capacity. For greater certainty, the granting of an Award to a Participant shall not impose any obligation on the Company to grant any Award to such Participant in the future nor shall it entitle such Participant to receive future grants.
- (b) **Rights as a Shareholder** - Neither the Participant nor such Participant’s personal representatives or legatees shall have any rights whatsoever as a shareholder of the

Company in respect of any Shares covered by such Participant's Awards until the date of issuance of a share certificate or direct registration statement evidencing such Shares to such Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) or the entry of such Person's name on the share register for the Shares. Without in any way limiting the generality of the foregoing, no adjustment shall be made for dividends or other rights for which the record date is prior to the date such share certificate or direct registration statement is issued, or entry of such Person's name on the share register for the Shares.

- (c) **Other Forfeitures** - Notwithstanding any other provision of this Plan or any Award Agreement, all unvested Awards held by a Participant shall be forfeited and shall be of no further value whatsoever if such Participant fails to comply with the terms of any confidentiality, non-competition, non-disclosure, non-disparagement or non-solicitation restriction relating to the Company or its Affiliates, as the case may be, contained in any agreement entered into between such Participant and the Company and/or any Affiliate (including any Award Agreement), whether or not such restriction is deemed enforceable or unenforceable.
- (d) **Conformity to Plan** – In the event that an Award is granted or an Award Agreement is executed which does not conform in all particulars with the provisions of this Plan, or purports to grant Awards on terms different from those set out in this Plan, the Award or the grant of such Award shall not be in any way void or invalidated, but the Award so granted will be adjusted to become, in all respects, in conformity with this Plan.
- (e) **Hold Period** – In addition to any resale restrictions under applicable securities regulations, all Awards granted hereunder and all Shares issued on the exercise or vesting of such Awards, will, if applicable under the policies of the Exchange, be subject to a four month Exchange hold period from the Grant Date, and the Award Agreements and the certificates representing such Shares will bear the following legend:

“Without prior written approval of the TSX Venture Exchange and in 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].”
- (f) **Non-Transferability** – Except as set forth in this Plan, Awards are not transferable. Each Award may be exercised only by:
  - (i) the Participant to whom the Award is granted;
  - (ii) with the Compensation Committee's prior written approvals and subject to such conditions as the Compensation Committee may stipulate, such Participant's family, or any retirement savings trust or any registered retirement savings plans or registered retirement income funds of which the Participant is and remains the annuitant;
  - (iii) upon the Participant's death, the legal representative of the Participant's estate; or
  - (iv) upon the Participant's incapacity, the legal representative having authority to deal with the property of the Participant,

provided that any such legal representative shall first deliver evidence satisfactory to the Company of such legal representative's entitlement to exercise such Award. A Person exercising an Award may subscribe for Shares only in the Person's own name or in the

Person's capacity as a legal representative. Under no circumstances may Incentive Stock Options be transferred by a Participant.

## **7.2 Dividend Share Units.**

When dividends (other than stock dividends) are paid on Shares, Participants may, subject to the terms and conditions set out in a Participant's Award Agreement, receive additional SARs, DSUs, RSUs and/or PSUs, as applicable ("**Dividend Share Units**"), as of the dividend payment date. The number of Dividend Share Units to be granted to the Participant, if any, shall be determined by multiplying the aggregate number of SARs, DSUs, RSUs and/or PSUs, as applicable, held by the Participant on the relevant record date by the amount of the dividend paid by the Company on each Share, and dividing the result by the Market Value on the dividend payment date, which Dividend Share Units shall be in the form of SARs, DSUs, RSUs and/or PSUs, as applicable. Dividend Share Units granted to a Participant in accordance with this Section shall be subject to the same vesting conditions applicable to the related SARs, DSUs, RSUs and/or PSUs in accordance with the respective Award Agreement. If and to the extent that the Dividend Share Units are settled in Shares, such Dividend Share Units shall be counted towards the Share Limit.

## **7.3 Unfunded Plan.**

Unless otherwise determined by the Compensation Committee, this Plan shall be unfunded. To the extent any Participant or such Participant's estate holds any rights by virtue of a grant of Awards under this Plan, such rights (unless otherwise determined by the Compensation Committee) shall be no greater than the rights of an unsecured creditor of the Company.

# **ARTICLE 8 ADJUSTMENTS AND AMENDMENTS**

## **8.1 Adjustment to Shares Subject to Outstanding Awards.**

In the event of any Share dividend, Share split, combination or exchange of Shares, merger, consolidation, spin-off or other distribution (other than normal cash dividends) of the Company's assets to shareholders, or any other change in the Shares, the Compensation Committee will make such proportionate adjustments, if any, as the Compensation Committee, in its discretion, subject to regulatory approval, may deem appropriate to reflect such change (for the purpose of preserving the value of the Awards), with respect to (a) the number or kind of Shares or other securities reserved for issuance pursuant to this Plan; and (b) the number or kind of Shares or other securities subject to unexercised Awards previously granted and the exercise price of those Awards, provided that no substitution or adjustment will obligate the Company to issue or sell fractional Shares.

The existence of any Awards does not affect in any way the right or power of the Company or any Affiliate of the Company, or any of their respective shareholders, to make, authorize or determine any adjustment, recapitalization, reorganization or any other change in the capital structure or the business of, to carry on any amalgamation, merger or consolidation involving, to create or issue any bonds, debentures, shares or other securities of (or to determine the rights and conditions attaching thereto), to effect the dissolution or liquidation of, or any sale or transfer of all or any part of, the assets or the business of, or to effect any other corporate act or proceeding relating to, whether of a similar character or otherwise, the Company or such Affiliate, whether or not any such action would have an adverse effect on this Plan or any Award granted under this Plan. Awards issued in connection with the assumption of, or in substitution for, outstanding Options intended to qualify as Incentive Stock Options within the meaning of Section 422 of the Code shall be counted against the aggregate number of Shares available for Awards of Incentive Stock Options under this Plan. Any adjustment in Incentive Stock Options under this Article 8 (other than any cancellation of Incentive Stock Options) shall be made only to the extent not constituting a "modification" within the meaning of Section 424(h)(3) of the Code.

Any adjustment, other than in connection with a Share consolidation or Share split, to Awards granted or issued under this Plan is subject to the prior acceptance of the Exchange, including adjustments related to an amalgamation, merger, arrangement, reorganization, spin-off, dividend or recapitalization.

## **8.2 Amendment or Discontinuance of the Plan.**

- (a) The Compensation Committee may, in its sole discretion, suspend or terminate this Plan at any time or from time to time, and/or amend or revise the terms of this Plan or of any Award granted under this Plan and any agreement relating thereto, provided that such suspension, termination, amendment or revision shall:
  - (i) not adversely alter or impair any Award previously granted, except as permitted by the terms of this Plan or upon the consent of the applicable Participant(s); and
  - (ii) be in compliance with applicable law, applicable Exchange policies and with the prior approval, if required, of the shareholders of the Company.
- (b) If this Plan is terminated, the provisions of this Plan and any administrative guidelines and other rules and regulations adopted by the Compensation Committee and in force on the date of termination will continue in effect as long as any Award or any rights awarded or granted under this Plan remain outstanding and, notwithstanding the termination of this Plan, the Compensation Committee will have the ability to make such amendments to this Plan or any Award as they would have been entitled to make if this Plan were still in effect.
- (c) The Compensation Committee may from time to time, in its discretion and without the approval of shareholders, make changes to this Plan or any Award that do not require the approval of shareholders under Section 8.2(a), which may include:
  - (i) a change to the vesting provisions of any Award granted under this Plan;
  - (ii) a change to the provisions governing the effect of termination of a Participant's employment, contract or office;
  - (iii) a change to accelerate the date on which any Award may be exercised under this Plan;
  - (iv) such amendment of this Plan or any Award as is necessary to comply with applicable law or the requirements of any exchange upon which the securities of the Company are then listed, or any other regulatory body having authority over the Company, this Plan, the Participants or the shareholders of the Company;
  - (v) any amendment of a "housekeeping" nature, including those made to clarify the meaning of an existing provision of this Plan or to correct or supplement any provision of this Plan that is inconsistent with any other provision of this Plan or any Award Agreement, or to correct any grammatical or typographical errors or amend any definitions in this Plan; or
  - (vi) any amendment regarding the administration of this Plan.
- (d) Notwithstanding the foregoing or any other provision of this Plan, shareholder approval is required for the following amendments to this Plan
  - (i) any increase in the maximum number of Shares that may be issuable from treasury pursuant to Awards granted under this Plan, other than as a result of an adjustment pursuant to Section 8.1;

- (ii) any reduction in the exercise price of an Award benefitting an Insider, except in the case of an adjustment pursuant to Section 8.1;
- (iii) any extension of the Expiry Date of an Award benefitting an Insider, except in case of an extension due to a Black-Out Period;
- (iv) any extension of the Expiry Date of an Award where the Exercise Price is lower than the Market Price, except in case of an extension due to a Black-Out Period;
- (v) any amendment to remove or to exceed the Insider participation limit set out in Section 2.5(a); and
- (vi) any amendment to Section 8.2(c) or Section 8.2(d), as amended by the Addendum for U.S. Participants.

### 8.3 Change of Control.

- (a) Despite any other provision of this Plan and subject to any applicable Award Agreement, in the event of a Change of Control, all unvested Awards then outstanding will, unless otherwise determined by the Compensation Committee, be substituted by or replaced with awards of the surviving corporation (or any Affiliate thereof) or the potential successor (or any Affiliate thereto) (the “**continuing entity**”) on the same terms and conditions as the original Awards, subject to appropriate adjustments.
- (b) No fractional Shares or other securities will be issued upon the exercise of any Award and, accordingly, if as a result of a Change of Control, a Participant would become entitled to a fractional Share or other security, such Participant will have the right to acquire only the next lowest whole number of Shares or other security, and no payment or other adjustment will be made with respect to the fractional interest so disregarded.
- (c) In the event of a potential Change of Control, the vesting terms of Awards shall be subject to the Participant’s Award Agreement. Notwithstanding the foregoing, despite anything else to the contrary in this Plan, in the event of a potential Change of Control, the Compensation Committee will have the power, in its sole discretion, to modify the terms of this Plan and/or any Awards to assist the Participants in tendering to a take-over bid or other transaction leading to a Change of Control. For greater certainty, in the event of a take-over bid or other transaction leading to a Change of Control, the Compensation Committee has the power, in its sole discretion, to accelerate the vesting of Awards and to permit Participants to conditionally exercise their Awards, such conditional exercise to be conditional upon the take-up by an offeror of the Shares or other securities tendered to such take-over bid in accordance with the terms of the take-over bid (or the effectiveness of such other transaction leading to a Change of Control). If, however, the potential Change of Control is not completed within the time specified (as the same may be extended), then despite this Section 8.3(c) or the definition of “Change of Control”, (i) any conditional exercise of vested Awards will be deemed to be null, void and of no effect, and such conditionally exercised Awards will for all purposes be deemed not to have been exercised, and (ii) Awards which vested pursuant to this Section 8.3(c) will be returned by the Participant to the Company and reinstated as authorized but unissued Shares, and the original terms applicable to such Awards will be reinstated.
- (d) If the Compensation Committee has, pursuant to the provisions of Section 8.3(c), permitted the conditional exercise of Awards in connection with a potential Change of Control, then the Compensation Committee will have the power, in its sole discretion, to terminate, immediately following actual completion of such Change of Control and on such terms as it sees fit, any Awards not exercised (including all vested and unvested Awards).

## **ARTICLE 9 MISCELLANEOUS**

### **9.1 Currency.**

Unless otherwise specifically provided, all references to dollars in this Plan are references to Canadian dollars.

### **9.2 Compliance and Award Restrictions.**

- (a) The Company's obligation to issue and deliver Shares under any Award is subject to: (i) the completion of such registration or other qualification of such Shares, or the obtaining approval of any regulatory authority as the Company shall determine to be necessary or advisable in connection with the authorization, issuance or sale thereof; (ii) the admission of such Shares to listing on any stock exchange on which such Shares may then be listed; and (iii) the receipt from the Participant of such representations, agreements and undertakings as to future dealings in such Shares as the Company determines to be necessary or advisable in order to safeguard against the violation of the securities laws of any jurisdiction.
- (b) The Participant agrees to fully cooperate with the Company in doing all such things, including executing and delivering all such agreements, undertakings or other documents, or furnishing all such information, as is reasonably necessary to facilitate compliance by the Company with such laws, rule and requirements, including all tax withholding and remittance obligations.
- (c) No Award will be granted where such grant is restricted pursuant to the terms of any trading policies or other restrictions imposed by the Company.
- (d) The Company is not obliged by any provision of this Plan or the grant of any Award under this Plan to issue or sell Shares if, in the opinion of the Compensation Committee, such action would constitute a violation by the Company or a Participant of any laws, rules and regulations or any condition of any approvals.
- (e) If Shares cannot be issued to a Participant upon the exercise or settlement of an Award due to legal or regulatory restrictions, the obligation of the Company to issue such Shares will terminate and, if applicable, any funds paid to the Company in connection with the exercise of any Awards will be returned to the applicable Participant as soon as practicable.
- (f) At the time a Participant ceases to hold Awards which are or may become exercisable, the Participant ceases to be a Participant.
- (g) if a Participant's heirs or administrators are entitled to any portion of an outstanding Award, the period in which they can make such claim shall not exceed one year from the Participant'
- (h) Nothing contained in this Plan will prevent the Compensation Committee from adopting other or additional compensation arrangements for the benefit of any Participant or any other Person, subject to any required regulatory, shareholder or other approval.

### **9.3 Use of an Administrative Agent and Trustee.**

The Compensation Committee may, in its sole discretion, appoint from time to time one or more Persons to act as administrative agent to administer the Awards granted under this Plan and to act as trustee to hold and administer the assets that may be held in respect of Awards granted under this Plan, the whole in

accordance with the terms and conditions determined by the Compensation Committee in its sole discretion. The Company and the administrative agent will maintain records showing the number of Awards granted to each Participant under this Plan.

#### **9.4 Tax Withholding.**

- (a) Notwithstanding any other provision of this Plan, all distributions, delivery of Shares or payments to a Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of a Participant) under this Plan shall be made net of applicable source deductions. The grant of each Award (and the exercise of each Option granted) under this Plan is subject to the condition that if at any time the Company determines, in its sole discretion, that the satisfaction of withholding tax or other withholding liabilities is necessary or desirable in respect of such exercise, such exercise is not effective unless such withholding has been effected to the satisfaction of the Company. If the event giving rise to the withholding obligation involves an issuance or delivery of Shares, then, with the Compensation Committee's approval, the withholding obligation may be satisfied by (i) having the Participant elect to have the appropriate number of such Shares sold by the Company, the Company's transfer agent and registrar, or any trustee appointed by the Company, on behalf of and as agent for the Participant, as soon as permissible and practicable, with the proceeds of such sale being delivered to the Company, which will in turn remit such amounts to the appropriate governmental authorities, or (ii) any other mechanism as may be required or appropriate to conform with local tax and other rules. Notwithstanding any other provision of this Plan, the Company shall not be required to issue any Shares or make payments under this Plan until arrangements satisfactory to the Company have been made for payment of all applicable tax.
- (b) The sale of Shares by the Company under Section 9.4(a) or under any other provision of this Plan will be made on the Exchange. Each Participant consents to such sale and grants to the Company an irrevocable power of attorney to effect the sale of such Shares on such Participant's behalf, and acknowledges and agrees that (i) the number of Shares sold will be, at a minimum, sufficient to fund the withholding obligations net of all selling costs, which costs are the responsibility of the Participant and which the Participant hereby authorizes to be deducted from the proceeds of such sale; (ii) in effecting the sale of any such Shares, the Company will exercise its sole judgment as to the timing and the manner of sale and will not be obligated to seek or obtain a minimum price; and (iii) the Company will not be liable for any loss arising out of such sale of the Shares, including any loss relating to the pricing, manner or timing of the sales or any delay in transferring any Shares to the Participant or otherwise.
- (c) Each Participant further acknowledges that the sale price of the Shares will fluctuate with the Market Price and no assurance can be given that any particular price will be received upon any sale. The Company makes no representation or warranty as to the future market value of the Shares or with respect to any income tax matters affecting the Participant resulting from the grant or exercise of any Award and/or transaction in the Shares. Neither the Company, nor any of its directors, officers, employees, shareholders or agents, will be liable for anything done or omitted to be done by such Person or any other Person with respect to the price, time, quantity or other conditions and circumstances of the issuance of Shares under this Plan, with respect to any fluctuations in the Market Price, or in any other manner related to this Plan.
- (d) Notwithstanding Section 9.4(a), the applicable tax withholdings may be waived where the Participant directs in writing that a payment be made directly to the Participant's registered retirement savings plan in circumstances to which regulation 100(3) of the regulations of the Tax Act apply.

#### **9.5 Reorganization of the Company.**

The existence of any Awards shall not affect in any way the right or power of the Company or its shareholders to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, or any amalgamation, combination, merger or consolidation involving the Company, or to create or issue any bonds, debentures, shares or other securities of the Company or the rights and conditions attaching thereto, or to effect the dissolution or liquidation of the Company or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar nature or otherwise.

**9.6 Governing Laws.**

This Plan, and all matters to which reference is made in this Plan shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**9.7 Successors and Assigns.**

This Plan shall be binding on all successors and assigns of the Company and each Participant, including the personal legal representatives of a Participant, or any receiver or trustee in bankruptcy or representative of the Company's or Participant's creditors.

**9.8 Severability.**

The invalidity or unenforceability of any provision of this Plan shall not affect the validity or enforceability of any other provision, and any invalid or unenforceable provision shall be severed from this Plan.

**9.9 No liability.**

No member of the Board or Compensation Committee, or any officer of the Company, shall be liable for any action or determination taken or made in good faith in the administration, interpretation, construction or application of this Plan or any Award granted under this Plan.

**9.10 Effective Date of the Plan.**

As adopted by the Board on \_\_\_\_\_, 2025.

As approved by the shareholders of the Company on \_\_\_\_\_, 2025.

**REALBOTIX CORP.**  
**ADDENDUM FOR U.S. PARTICIPANTS**

The provisions of this Addendum apply to Awards held by a U.S. Participant. All capitalized terms used in this Addendum but not defined in Section 1 below have the meanings attributed to them in the Plan. The Section references set forth below match the Section references in the Plan. This Addendum shall have no other effect on any other terms and provisions of the Plan except as set forth below.

**1. Definitions.**

**“Separation from Service”** means, with respect to a U.S. Participant, any event that may qualify as a separation from service under Treasury Regulation Section 1.409A-1(h). A U.S. Participant shall be deemed to have separated from service if he or she dies, retires, or otherwise has a termination of employment as defined under Treasury Regulation Section 1.409A-1(h).

**“Specified Employee”** has the meaning set forth in Treasury Regulation Section 1.409A-1(i).

**“Termination Date”** means, unless otherwise defined in the applicable Award Agreement, (i) with respect to a Participant who is an employee or officer of the Company or a Subsidiary, such Participant’s last day of active employment and does not include any period of statutory, reasonable or contractual notice or any period of deemed employment or salary continuance, and (ii) with respect to a Participant who is a Consultant, the date such Consultant ceases to provide services to the Company or a Subsidiary, and “Terminate” and “Terminated” have corresponding meanings, provided that if the Termination Date triggers payment of any Award which is “deferred compensation” under Code Section 409A, the Termination Date shall be the date of the Separation from Service.

**2. Amendments.**

- (a) Section 3.4 is deleted in its entirety and replaced with the following:

“Subject to Section 8.2, each Option must be exercised no later than ten (10) years after the date the Option is granted or such shorter period as set out in the Participant’s Option Agreement, at which time such Option will expire (the **“Expiry Date”**). Notwithstanding any other provision of the Plan and provided that any such extension be structured in a manner that is expected to comply with Code Section 409A (to the extent applicable), each Option that would expire during or within ten (10) Business Days immediately following a Black-Out Period shall expire on the date that is ten (10) Business Days immediately following the expiration of the Black-Out Period; provided, that in all circumstances, each Incentive Stock Option must be exercised no later than ten (10) years after the date the Option is granted.”

- (b) Section 5.2 is amended by adding the following:

“With respect to any DSUs awarded to a U.S. Participant the Compensation Committee shall endeavor to structure the DSU so as to comply with, or be exempt from, Code Section 409A.”

- (c) Section 6.2 is amended by adding the following:

“With respect to any RSUs or PSUs awarded to a U.S. Participant the Compensation Committee shall endeavor to structure the RSU and/or PSU so as to comply with, or be exempt from, Code Section 409A.”

- (d) Section 6.4 is deleted in its entirety and replaced with the following:

“The vesting determination date means the date on which the Compensation Committee determines if the Performance Criteria and/or other vesting conditions with respect to a RSU and/or PSU have been met (the “**Share Unit Vesting Determination Date**”), and as a result, establishes the number of RSUs and/or PSUs that become vested, if any.

Notwithstanding the foregoing, if the U.S. Participant vests in his or her Share Units pursuant to the Plan in connection with his or her Separation from Service, within thirty (30) days following such U.S. Participant’s Separation from Service and subject to Section 9.4, the Company shall (i) issue from treasury the number of Shares that is equal to the number of vested Share Units held by the U.S. Participant as at the U.S. Participant’s Separation from Service (rounded down to the nearest whole number), as fully paid and non-assessable Shares, (ii) deliver to the U.S. Participant an amount in cash (net of the applicable tax withholdings) equal to the number of vested Share Units held by the U.S. Participant as at the U.S. Participant’s Separation from Service multiplied by the Market Value as at such date, or (iii) a combination of (i) and (ii). Upon settlement of such Share Units, the corresponding number of Share Units shall be cancelled and the U.S. Participant shall have no further rights, title or interest with respect thereto.”

- (e) Section 8.2(d) is amended by deleting clauses (b) and (c) thereof in their entirety and replacing them with the following:

“(b) any reduction in the exercise price of an Award benefitting a U. S. Participant, except in the case of an adjustment pursuant to Section 8.1;

(c) any extension of the Expiry Date of an Award benefitting a U.S. Participant, except in case of an extension due to a Black-Out Period; provided that any such extension be structured in a manner that is expected to comply with Code Section 409A (to the extent applicable);”

### **3. No Acceleration.**

With respect to any Award held by a U.S. Participant that is subject to Code Section 409A, the acceleration of the time or schedule of any payment except as provided under the Plan (including this addendum) is prohibited, except as provided in or permitted by regulations and administrative guidance promulgated under Code Section 409A.

### **4. Code Section 409A**

Each grant of Share Units to a U.S. Participant is intended to be exempt from Code Section 409A. However, to the extent any Award is subject to Section 409A, then:

- (a) all payments to be made upon a U.S. Participant’s Termination Date shall only be made upon a Separation from Service; or
- (b) if on the date of the U.S. Participant’s Separation from Service the Company’s Shares (or shares of any other Company that is required to be aggregated with the Company in accordance with the requirements of Code Section 409A) is publicly traded on an established securities market or otherwise and the U.S. Participant is a Specified Employee, then the benefits payable to the Participant under the Plan that are payable due to the U.S. Participant’s Separation from Service shall be postponed until the earlier of the originally scheduled date and six months following the U.S. Participant’s Separation from Service. The postponed amount shall be paid to the U.S. Participant in a lump sum within thirty (30) days after the earlier of the originally scheduled date and the date that is six months following the U.S. Participant’s Separation from Service. If the U.S. Participant dies during such six month period and prior to the payment of the postponed amounts

hereunder, the amounts delayed on account of Code Section 409A shall be paid to the U.S. Participant's estate within sixty (60) days following the U.S. Participant's death.

If any provision of the Plan contravenes Code Section 409A or could cause the U.S. Participant to incur any tax, interest or penalties under Code Section 409A, the Compensation Committee may, in its sole discretion and without the U.S. Participant's consent, modify such provision to: (i) comply with, or avoid being subject to, Code Section 409A, or to avoid incurring taxes, interest and penalties under Code Section 409A; and/or (ii) maintain, to the maximum extent practicable, the original intent and economic benefit to the U.S. Participant of the applicable provision without materially increasing the cost to the Company or contravening Code Section 409A. However, the Company shall have no obligation to modify the Plan or any Share Unit and does not guarantee that Share Units will not be subject to taxes, interest and penalties under Code Section 409A.

