

STOCK OPTION AGREEMENT

THIS AGREEMENT dated for reference the 27th day of November, 2018.

BETWEEN:

NBS CAPITAL INC., a corporation incorporated under the *Canada Business Corporations Act* with its registered office located 11-300 Earl Grey Drive,
Ottawa, Ontario K2T 1C1

(the “**Corporation**”)

AND:

PATRICK ANDRE MURPHY

(the “**Optionee**”)

WHEREAS:

- A. The Corporation’s board of directors (the “**Board**”) has approved and adopted an incentive stock option plan (the “**Plan**”), whereby the Board is authorized to grant stock options to purchase common shares of the Corporation to *bona fide* Officers, Directors, Employees, Management Company Employees, Consultants of the Corporation and Eligible Charitable Organizations;
- B. Pursuant to the TSX Venture Exchange (the “**Exchange**”) Policy 4.4, initial shareholder approval of the Plan is not required as the Plan is disclosed in the Corporation’s Prospectus;
- C. The Optionee is eligible for the grant of a stock option to purchase common shares of the Corporation pursuant to the Plan; and
- D. The Corporation seeks to grant stock options to the Optionee on the terms and conditions set forth in the Plan and herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the payment by the Optionee to the Corporation of the sum of \$13,140, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by and between the parties as follows:

- 1. Effective as of the closing of the Corporation’s initial public offering, the Corporation hereby grants to the Optionee, on the terms and conditions set out in this Agreement and in the Plan, an irrevocable right and option (the “**Option**”) to purchase, from time to time, up to 131,400 common shares of the Corporation (the “**Optioned Shares**”) as fully paid and non-assessable at an exercise price of \$0.10 per Optioned Share, exercisable from the date that the Corporation’s common shares are listed for trading (the “**Listing Date**”) on the Exchange until 5:00 p.m. (Pacific Standard Time) on the fifth anniversary of the Listing Date (the “**Expiry Date**”), unless earlier terminated.
- 2. The Option shall expire and terminate and be of no further force or effect whatsoever on the Expiry Date.
- 3. The Option shall vest on and be exercisable as of the Listing Date. If the Optionee exercises any Options subject to this Agreement prior to the Corporation completing its Qualifying Transaction

and the issuance of the Final Exchange Bulletin therefrom, the Optionee acknowledges and agrees that the Optionee shall deposit any and all such Optioned Shares issued into escrow with TSX Trust Company (the “Escrow Agent”) subject to the terms and conditions of the escrow agreement entered into between the Corporation and the Escrow Agent on November 16, 2018 and the Optionee covenants to the Corporation that the Optionee shall take all action necessary to cause the Optioned Shares to be deposited into escrow with the Escrow Agent.

4. Subject to the provisions of this Agreement and the Plan, the Optionee, or the Optionee’s legal personal representative(s), may exercise the Option or a portion thereof from time to time by signing a notice in writing (a “Notice”) addressed to the Corporation and delivering the Notice to the Corporation at its address shown on Page 1 of this Agreement, or the address as instructed by the Corporation from time to time. The Notice must state the intention of the Optionee, or the Optionee’s legal personal representative(s), to exercise the Option or a portion thereof and the number of Optioned Shares for which the Option is being exercised. The Notice must be accompanied by payment in full for the Optioned Shares being purchased, in cash or by certified cheque, bank draft or money order payable to the Corporation and for satisfaction of any tax withholding obligations associated with such exercise.
5. Subject to the provisions of paragraph 3 above and paragraph 6 below, upon the exercise of all or any part of the Option, the Corporation shall forthwith cause the registrar and transfer agent of the Corporation to deliver to the Optionee or his/her/its personal representative, within ten (10) days following receipt by the Corporation of the Notice, a certificate in the name of the Optionee or his/her/its personal representative representing the number of Optioned Shares specified in the Notice in respect of which the Corporation has received payment.
6. The Corporation shall not be obligated to cause the issuance, transfer or delivery of a certificate or certificates representing Optioned Shares to the Optionee until provision has been made by the Optionee, to the satisfaction of the Corporation, for the payment of the aggregate exercise price for all Optioned Shares for which the Option shall have been exercised, and for satisfaction of any tax withholding obligations associated with such exercise.
7. Nothing herein contained shall obligate the Optionee to purchase any Optioned Shares except those Optioned Shares in respect of which the Optionee shall have exercised the Option in the manner hereinbefore provided.
8. The Option is non-assignable and non-transferable and, except in the case of the Optionee’s death, is exercisable only by the Optionee; provided that, subject to the prior approval of the Board and, if necessary, the Exchange, the Optionee may assign the Option to a company of which all of the voting securities are beneficially owned by the Optionee, which ownership will continue for as long as any portion of the Option remains unexercised.
9. The Optionee and the Corporation represent that the Optionee is either a Director, Officer, Employee, Management Company Employee, Consultant of the Corporation or Eligible Charitable Organization, or a company of which all of the voting securities are beneficially owned by one or more of the foregoing.
10. The Optionee represents that he, she, or it has not been induced to enter into this Agreement by the expectation of employment or continued employment or retention or continued retention by the Corporation or any subsidiary thereof
11. The Optionee shall have no rights whatsoever as a shareholder in respect of any of the Optioned Shares (including any right to receive dividends or other distributions therefrom or thereon) except in respect of which the Option has been properly exercised in accordance with the terms of this Agreement.

12. The Option will terminate under the following circumstances:
- (a) On the date that is five (5) years from date of granting of the Option.
 - (b) If an Optionee dies prior to otherwise ceasing to be an Eligible Person, each Option held by such Optionee shall terminate on the date determined by the Directors, which date shall not be later than the earlier of the expiry date of the Option and one year from the date of death.
 - (c) If the Optionee who is an Officer, Director, Employee or Service Provider is terminated by the Corporation for cause, or if the Optionee violates the terms this Agreement or any other agreement between the Optionee and the Corporation, as such agreement or agreements may be amended from time to time, all Options granted to the Optionee under this Agreement shall become null and void immediately without penalty to the Corporation.
 - (d) If an Optionee who is an Officer, Director, Employee or Service Provider ceases to serve in such capacity, the Option shall terminate on the earlier of the expiry date of the Option and the date that is 90 days following the date that the Optionee ceases to serve in such capacity.
 - (e) Notwithstanding sub-paragraph 12(d) above, if, following issuance to the Corporation of the Final Exchange Bulletin, an Optionee who was an Officer, Director, Employee or Service Provider immediately prior to the issuance of the Final Exchange Bulletin does not continue to serve in such capacity for the Resulting Issuer, the Option shall terminate on the date which is the later of 12 months after the Completion of the Qualifying Transaction and 90 days after the Optionee ceases to serve in such capacity for the Resulting Issuer.
 - (f) If an Optionee who provides Investor Relations Activities on behalf of the Corporation ceases to be employed to provide Investor Relations Activities on behalf of the Corporation, the Option shall terminate on the earlier of the expiry date of the Option and the date that is 30 days after the date that the Optionee ceases to be employed to provide Investor Relations Activities.
 - (g) If the Option is a Charitable Option, it shall expire on the date that is 90 days following the date that the holder of the Charitable Option ceases to be an Eligible Charitable Organization.

Upon expiration or termination of an Option pursuant to subparagraphs 12(a) to 12(h) the number of shares of the Corporation that the Optionee (or his or her heirs or successors) shall be entitled to purchase until expiry of the Option shall be the number of Common Shares which the Optionee was entitled to purchase on the date of the event which gave rise to such termination or expiry, as the case may be.

For the purposes of this Paragraph 12, the following terms have the following meanings ascribed to them:

- (a) “**Charitable Option**” means an Option granted pursuant to this Plan to an Eligible Charitable Organization.
- (b) “**Eligible Person**” means: (a) a Director, Officer, Employee or Consultant of the Company or its subsidiaries, if any, at the time the Option is granted, and includes companies that are wholly owned by Eligible Persons; or (b) an Eligible Charitable Organization at the time the Option is granted.
- (c) “**Service Provider**” means a person who provides ongoing management or consulting services to the Corporation.

13. Neither this Agreement nor the Plan confers on the Optionee the right to continue in the employment or engagement of, or association with, the Corporation or any subsidiary thereof, nor do they interfere in any way with the right of the Optionee or the Corporation or any subsidiary thereof to terminate the Optionee's employment, engagement, or association at any time.
14. The Optionee acknowledges having received a copy of the Plan and having read and understood all of the provisions thereof.
15. The Corporation shall provide a further copy of the Plan to the Optionee on request.
16. All notices to be sent to the Optionee pursuant to the Plan or this Agreement shall be in writing and sent to the address of the Optionee provided on the signature page hereto, unless otherwise specified by the Optionee.
17. Time is of the essence of this Agreement.
18. This Agreement will enure to the benefit of and be binding on the Corporation and its successors, and the Optionee and, to the extent provided herein, the Optionee's personal representative(s).
19. The terms of the Option are subject to the express terms of the Plan, as the same may from time to time be amended from time to time. The Plan is specifically incorporated by reference into this Agreement with the same effect as if the provisions of the Plan were set out in this Agreement, and in the event of any inconsistency between this Agreement and the Plan, the provisions of the Plan shall govern.
20. This Agreement and any amendments thereto are subject to the acceptance of the Exchange.
21. All capitalized terms used herein but not otherwise defined in this Agreement have the respective meanings ascribed to such terms in the Plan.
22. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date set forth on page one of this Agreement.

This Agreement is dated as of the day and year first above written.

NBS CAPITAL INC.

Per: "*Paul Barbeau*"

Paul Barbeau, CEO

I have authority to bind the corporation

STOCK OPTION AGREEMENT

THIS AGREEMENT dated for reference the 27th day of November, 2018.

BETWEEN:

NBS CAPITAL INC., a corporation incorporated under the *Canada Business Corporations Act* with its registered office located 11-300 Earl Grey Drive, Ottawa, Ontario K2T 1C1

(the "**Corporation**")

AND:

MICHAEL LABIAK

(the "**Optionee**")

WHEREAS:

- A. The Corporation's board of directors (the "**Board**") has approved and adopted an incentive stock option plan (the "**Plan**"), whereby the Board is authorized to grant stock options to purchase common shares of the Corporation to *bona fide* Officers, Directors, Employees, Management Company Employees, Consultants of the Corporation and Eligible Charitable Organizations;
- B. Pursuant to the TSX Venture Exchange (the "**Exchange**") Policy 4.4, initial shareholder approval of the Plan is not required as the Plan is disclosed in the Corporation's Prospectus;
- C. The Optionee is eligible for the grant of a stock option to purchase common shares of the Corporation pursuant to the Plan; and
- D. The Corporation seeks to grant stock options to the Optionee on the terms and conditions set forth in the Plan and herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the payment by the Optionee to the Corporation of the sum of \$13,140, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by and between the parties as follows:

1. Effective as of the closing of the Corporation's initial public offering, the Corporation hereby grants to the Optionee, on the terms and conditions set out in this Agreement and in the Plan, an irrevocable right and option (the "**Option**") to purchase, from time to time, up to 131,400 common shares of the Corporation (the "**Optioned Shares**") as fully paid and non-assessable at an exercise price of \$0.10 per Optioned Share, exercisable from the date that the Corporation's common shares are listed for trading (the "**Listing Date**") on the Exchange until 5:00 p.m. (Pacific Standard Time) on the fifth anniversary of the Listing Date (the "**Expiry Date**"), unless earlier terminated.
2. The Option shall expire and terminate and be of no further force or effect whatsoever on the Expiry Date.
3. The Option shall vest on and be exercisable as of the Listing Date. If the Optionee exercises any Options subject to this Agreement prior to the Corporation completing its Qualifying Transaction

and the issuance of the Final Exchange Bulletin therefrom, the Optionee acknowledges and agrees that the Optionee shall deposit any and all such Optioned Shares issued into escrow with TSX Trust Company (the “**Escrow Agent**”) subject to the terms and conditions of the escrow agreement entered into between the Corporation and the Escrow Agent on November 16, 2018 and the Optionee covenants to the Corporation that the Optionee shall take all action necessary to cause the Optioned Shares to be deposited into escrow with the Escrow Agent.

4. Subject to the provisions of this Agreement and the Plan, the Optionee, or the Optionee’s legal personal representative(s), may exercise the Option or a portion thereof from time to time by signing a notice in writing (a “**Notice**”) addressed to the Corporation and delivering the Notice to the Corporation at its address shown on Page 1 of this Agreement, or the address as instructed by the Corporation from time to time. The Notice must state the intention of the Optionee, or the Optionee’s legal personal representative(s), to exercise the Option or a portion thereof and the number of Optioned Shares for which the Option is being exercised. The Notice must be accompanied by payment in full for the Optioned Shares being purchased, in cash or by certified cheque, bank draft or money order payable to the Corporation and for satisfaction of any tax withholding obligations associated with such exercise.
5. Subject to the provisions of paragraph 3 above and paragraph 6 below, upon the exercise of all or any part of the Option, the Corporation shall forthwith cause the registrar and transfer agent of the Corporation to deliver to the Optionee or his/her/its personal representative, within ten (10) days following receipt by the Corporation of the Notice, a certificate in the name of the Optionee or his/her/its personal representative representing the number of Optioned Shares specified in the Notice in respect of which the Corporation has received payment.
6. The Corporation shall not be obligated to cause the issuance, transfer or delivery of a certificate or certificates representing Optioned Shares to the Optionee until provision has been made by the Optionee, to the satisfaction of the Corporation, for the payment of the aggregate exercise price for all Optioned Shares for which the Option shall have been exercised, and for satisfaction of any tax withholding obligations associated with such exercise.
7. Nothing herein contained shall obligate the Optionee to purchase any Optioned Shares except those Optioned Shares in respect of which the Optionee shall have exercised the Option in the manner hereinbefore provided.
8. The Option is non-assignable and non-transferable and, except in the case of the Optionee’s death, is exercisable only by the Optionee; provided that, subject to the prior approval of the Board and, if necessary, the Exchange, the Optionee may assign the Option to a company of which all of the voting securities are beneficially owned by the Optionee, which ownership will continue for as long as any portion of the Option remains unexercised.
9. The Optionee and the Corporation represent that the Optionee is either a Director, Officer, Employee, Management Company Employee, Consultant of the Corporation or Eligible Charitable Organization, or a company of which all of the voting securities are beneficially owned by one or more of the foregoing.
10. The Optionee represents that he, she, or it has not been induced to enter into this Agreement by the expectation of employment or continued employment or retention or continued retention by the Corporation or any subsidiary thereof
11. The Optionee shall have no rights whatsoever as a shareholder in respect of any of the Optioned Shares (including any right to receive dividends or other distributions therefrom or thereon) except in respect of which the Option has been properly exercised in accordance with the terms of this Agreement.

12. The Option will terminate under the following circumstances:

- (a) On the date that is five (5) years from date of granting of the Option.
- (b) If an Optionee dies prior to otherwise ceasing to be an Eligible Person, each Option held by such Optionee shall terminate on the date determined by the Directors, which date shall not be later than the earlier of the expiry date of the Option and one year from the date of death.
- (c) If the Optionee who is an Officer, Director, Employee or Service Provider is terminated by the Corporation for cause, or if the Optionee violates the terms this Agreement or any other agreement between the Optionee and the Corporation, as such agreement or agreements may be amended from time to time, all Options granted to the Optionee under this Agreement shall become null and void immediately without penalty to the Corporation.
- (d) If an Optionee who is an Officer, Director, Employee or Service Provider ceases to serve in such capacity, the Option shall terminate on the earlier of the expiry date of the Option and the date that is 90 days following the date that the Optionee ceases to serve in such capacity.
- (e) Notwithstanding sub-paragraph 12(d) above, if, following issuance to the Corporation of the Final Exchange Bulletin, an Optionee who was an Officer, Director, Employee or Service Provider immediately prior to the issuance of the Final Exchange Bulletin does not continue to serve in such capacity for the Resulting Issuer, the Option shall terminate on the date which is the later of 12 months after the Completion of the Qualifying Transaction and 90 days after the Optionee ceases to serve in such capacity for the Resulting Issuer.
- (f) If an Optionee who provides Investor Relations Activities on behalf of the Corporation ceases to be employed to provide Investor Relations Activities on behalf of the Corporation, the Option shall terminate on the earlier of the expiry date of the Option and the date that is 30 days after the date that the Optionee ceases to be employed to provide Investor Relations Activities.
- (g) If the Option is a Charitable Option, it shall expire on the date that is 90 days following the date that the holder of the Charitable Option ceases to be an Eligible Charitable Organization.

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- (c) “**Service Provider**” means a person who provides ongoing management or consulting services to the Corporation.

13. Neither this Agreement nor the Plan confers on the Optionee the right to continue in the employment or engagement of, or association with, the Corporation or any subsidiary thereof, nor do they interfere in any way with the right of the Optionee or the Corporation or any subsidiary thereof to terminate the Optionee's employment, engagement, or association at any time.
14. The Optionee acknowledges having received a copy of the Plan and having read and understood all of the provisions thereof.
15. The Corporation shall provide a further copy of the Plan to the Optionee on request.
16. All notices to be sent to the Optionee pursuant to the Plan or this Agreement shall be in writing and sent to the address of the Optionee provided on the signature page hereto, unless otherwise specified by the Optionee.
17. Time is of the essence of this Agreement.
18. This Agreement will enure to the benefit of and be binding on the Corporation and its successors, and the Optionee and, to the extent provided herein, the Optionee's personal representative(s).
19. The terms of the Option are subject to the express terms of the Plan, as the same may from time to time be amended from time to time. The Plan is specifically incorporated by reference into this Agreement with the same effect as if the provisions of the Plan were set out in this Agreement, and in the event of any inconsistency between this Agreement and the Plan, the provisions of the Plan shall govern.
20. This Agreement and any amendments thereto are subject to the acceptance of the Exchange.
21. All capitalized terms used herein but not otherwise defined in this Agreement have the respective meanings ascribed to such terms in the Plan.
22. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date set forth on page one of this Agreement.

This Agreement is dated as of the day and year first above written.

NBS CAPITAL INC.

Per: "*Paul Barbeau*"

Paul Barbeau, CEO

I have authority to bind the corporation

STOCK OPTION AGREEMENT

THIS AGREEMENT dated for reference the 27th day of November, 2018.

BETWEEN:

NBS CAPITAL INC., a corporation incorporated under the *Canada Business Corporations Act* with its registered office located 11-300 Earl Grey Drive,
Ottawa, Ontario K2T 1C1

(the “**Corporation**”)

AND:

JOHN KUTKEVICIUS

(the “**Optionee**”)

WHEREAS:

- A. The Corporation’s board of directors (the “**Board**”) has approved and adopted an incentive stock option plan (the “**Plan**”), whereby the Board is authorized to grant stock options to purchase common shares of the Corporation to *bona fide* Officers, Directors, Employees, Management Company Employees, Consultants of the Corporation and Eligible Charitable Organizations;
- B. Pursuant to the TSX Venture Exchange (the “**Exchange**”) Policy 4.4, initial shareholder approval of the Plan is not required as the Plan is disclosed in the Corporation’s Prospectus;
- C. The Optionee is eligible for the grant of a stock option to purchase common shares of the Corporation pursuant to the Plan; and
- D. The Corporation seeks to grant stock options to the Optionee on the terms and conditions set forth in the Plan and herein;

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- 2. The Option shall expire and terminate and be of no further force or effect whatsoever on the Expiry Date.
- 3. The Option shall vest on and be exercisable as of the Listing Date. If the Optionee exercises any Options subject to this Agreement prior to the Corporation completing its Qualifying Transaction

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4. Subject to the provisions of this Agreement and the Plan, the Optionee, or the Optionee’s legal personal representative(s), may exercise the Option or a portion thereof from time to time by signing a notice in writing (a “**Notice**”) addressed to the Corporation and delivering the Notice to the Corporation at its address shown on Page 1 of this Agreement, or the address as instructed by the Corporation from time to time. The Notice must state the intention of the Optionee, or the Optionee’s legal personal representative(s), to exercise the Option or a portion thereof and the number of Optioned Shares for which the Option is being exercised. The Notice must be accompanied by payment in full for the Optioned Shares being purchased, in cash or by certified cheque, bank draft or money order payable to the Corporation and for satisfaction of any tax withholding obligations associated with such exercise.
5. Subject to the provisions of paragraph 3 above and paragraph 6 below, upon the exercise of all or any part of the Option, the Corporation shall forthwith cause the registrar and transfer agent of the Corporation to deliver to the Optionee or his/her/its personal representative, within ten (10) days following receipt by the Corporation of the Notice, a certificate in the name of the Optionee or his/her/its personal representative representing the number of Optioned Shares specified in the Notice in respect of which the Corporation has received payment.
6. The Corporation shall not be obligated to cause the issuance, transfer or delivery of a certificate or certificates representing Optioned Shares to the Optionee until provision has been made by the Optionee, to the satisfaction of the Corporation, for the payment of the aggregate exercise price for all Optioned Shares for which the Option shall have been exercised, and for satisfaction of any tax withholding obligations associated with such exercise.
7. Nothing herein contained shall obligate the Optionee to purchase any Optioned Shares except those Optioned Shares in respect of which the Optionee shall have exercised the Option in the manner hereinbefore provided.
8. The Option is non-assignable and non-transferable and, except in the case of the Optionee’s death, is exercisable only by the Optionee; provided that, subject to the prior approval of the Board and, if necessary, the Exchange, the Optionee may assign the Option to a company of which all of the voting securities are beneficially owned by the Optionee, which ownership will continue for as long as any portion of the Option remains unexercised.
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- (a) On the date that is five (5) years from date of granting of the Option.
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Upon expiration or termination of an Option pursuant to subparagraphs 12(a) to 12(h) the number of shares of the Corporation that the Optionee (or his or her heirs or successors) shall be entitled to purchase until expiry of the Option shall be the number of Common Shares which the Optionee was entitled to purchase on the date of the event which gave rise to such termination or expiry, as the case may be.

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- (b) “**Eligible Person**” means: (a) a Director, Officer, Employee or Consultant of the Company or its subsidiaries, if any, at the time the Option is granted, and includes companies that are wholly owned by Eligible Persons; or (b) an Eligible Charitable Organization at the time the Option is granted.
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NBS CAPITAL INC.

Per: "*Paul Barbeau*"

Paul Barbeau, CEO

I have authority to bind the corporation

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BETWEEN:

NBS CAPITAL INC., a corporation incorporated under the *Canada Business Corporations Act* with its registered office located 11-300 Earl Grey Drive,
Ottawa, Ontario K2T 1C1

(the “**Corporation**”)

AND:

DAVID RANDALL CHOW

(the “**Optionee**”)

WHEREAS:

- A. The Corporation’s board of directors (the “**Board**”) has approved and adopted an incentive stock option plan (the “**Plan**”), whereby the Board is authorized to grant stock options to purchase common shares of the Corporation to *bona fide* Officers, Directors, Employees, Management Company Employees, Consultants of the Corporation and Eligible Charitable Organizations;
- B. Pursuant to the TSX Venture Exchange (the “**Exchange**”) Policy 4.4, initial shareholder approval of the Plan is not required as the Plan is disclosed in the Corporation’s Prospectus;
- C. The Optionee is eligible for the grant of a stock option to purchase common shares of the Corporation pursuant to the Plan; and
- D. The Corporation seeks to grant stock options to the Optionee on the terms and conditions set forth in the Plan and herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the payment by the Optionee to the Corporation of the sum of \$16,790, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by and between the parties as follows:

- 1. Effective as of the closing of the Corporation’s initial public offering, the Corporation hereby grants to the Optionee, on the terms and conditions set out in this Agreement and in the Plan, an irrevocable right and option (the “**Option**”) to purchase, from time to time, up to 167,900 common shares of the Corporation (the “**Optioned Shares**”) as fully paid and non-assessable at an exercise price of \$0.10 per Optioned Share, exercisable from the date that the Corporation’s common shares are listed for trading (the “**Listing Date**”) on the Exchange until 5:00 p.m. (Pacific Standard Time) on the fifth anniversary of the Listing Date (the “**Expiry Date**”), unless earlier terminated.
- 2. The Option shall expire and terminate and be of no further force or effect whatsoever on the Expiry Date.
- 3. The Option shall vest on and be exercisable as of the Listing Date. If the Optionee exercises any Options subject to this Agreement prior to the Corporation completing its Qualifying Transaction

and the issuance of the Final Exchange Bulletin therefrom, the Optionee acknowledges and agrees that the Optionee shall deposit any and all such Optioned Shares issued into escrow with TSX Trust Company (the “**Escrow Agent**”) subject to the terms and conditions of the escrow agreement entered into between the Corporation and the Escrow Agent on November 16, 2018 and the Optionee covenants to the Corporation that the Optionee shall take all action necessary to cause the Optioned Shares to be deposited into escrow with the Escrow Agent.

4. Subject to the provisions of this Agreement and the Plan, the Optionee, or the Optionee’s legal personal representative(s), may exercise the Option or a portion thereof from time to time by signing a notice in writing (a “**Notice**”) addressed to the Corporation and delivering the Notice to the Corporation at its address shown on Page 1 of this Agreement, or the address as instructed by the Corporation from time to time. The Notice must state the intention of the Optionee, or the Optionee’s legal personal representative(s), to exercise the Option or a portion thereof and the number of Optioned Shares for which the Option is being exercised. The Notice must be accompanied by payment in full for the Optioned Shares being purchased, in cash or by certified cheque, bank draft or money order payable to the Corporation and for satisfaction of any tax withholding obligations associated with such exercise.
5. Subject to the provisions of paragraph 3 above and paragraph 6 below, upon the exercise of all or any part of the Option, the Corporation shall forthwith cause the registrar and transfer agent of the Corporation to deliver to the Optionee or his/her/its personal representative, within ten (10) days following receipt by the Corporation of the Notice, a certificate in the name of the Optionee or his/her/its personal representative representing the number of Optioned Shares specified in the Notice in respect of which the Corporation has received payment.
6. The Corporation shall not be obligated to cause the issuance, transfer or delivery of a certificate or certificates representing Optioned Shares to the Optionee until provision has been made by the Optionee, to the satisfaction of the Corporation, for the payment of the aggregate exercise price for all Optioned Shares for which the Option shall have been exercised, and for satisfaction of any tax withholding obligations associated with such exercise.
7. Nothing herein contained shall obligate the Optionee to purchase any Optioned Shares except those Optioned Shares in respect of which the Optionee shall have exercised the Option in the manner hereinbefore provided.
8. The Option is non-assignable and non-transferable and, except in the case of the Optionee’s death, is exercisable only by the Optionee; provided that, subject to the prior approval of the Board and, if necessary, the Exchange, the Optionee may assign the Option to a company of which all of the voting securities are beneficially owned by the Optionee, which ownership will continue for as long as any portion of the Option remains unexercised.
9. The Optionee and the Corporation represent that the Optionee is either a Director, Officer, Employee, Management Company Employee, Consultant of the Corporation or Eligible Charitable Organization, or a company of which all of the voting securities are beneficially owned by one or more of the foregoing.
10. The Optionee represents that he, she, or it has not been induced to enter into this Agreement by the expectation of employment or continued employment or retention or continued retention by the Corporation or any subsidiary thereof
11. The Optionee shall have no rights whatsoever as a shareholder in respect of any of the Optioned Shares (including any right to receive dividends or other distributions therefrom or thereon) except in respect of which the Option has been properly exercised in accordance with the terms of this Agreement.

12. The Option will terminate under the following circumstances:

- (a) On the date that is five (5) years from date of granting of the Option.
- (b) If an Optionee dies prior to otherwise ceasing to be an Eligible Person, each Option held by such Optionee shall terminate on the date determined by the Directors, which date shall not be later than the earlier of the expiry date of the Option and one year from the date of death.
- (c) If the Optionee who is an Officer, Director, Employee or Service Provider is terminated by the Corporation for cause, or if the Optionee violates the terms this Agreement or any other agreement between the Optionee and the Corporation, as such agreement or agreements may be amended from time to time, all Options granted to the Optionee under this Agreement shall become null and void immediately without penalty to the Corporation.
- (d) If an Optionee who is an Officer, Director, Employee or Service Provider ceases to serve in such capacity, the Option shall terminate on the earlier of the expiry date of the Option and the date that is 90 days following the date that the Optionee ceases to serve in such capacity.
- (e) Notwithstanding sub-paragraph 12(d) above, if, following issuance to the Corporation of the Final Exchange Bulletin, an Optionee who was an Officer, Director, Employee or Service Provider immediately prior to the issuance of the Final Exchange Bulletin does not continue to serve in such capacity for the Resulting Issuer, the Option shall terminate on the date which is the later of 12 months after the Completion of the Qualifying Transaction and 90 days after the Optionee ceases to serve in such capacity for the Resulting Issuer.
- (f) If an Optionee who provides Investor Relations Activities on behalf of the Corporation ceases to be employed to provide Investor Relations Activities on behalf of the Corporation, the Option shall terminate on the earlier of the expiry date of the Option and the date that is 30 days after the date that the Optionee ceases to be employed to provide Investor Relations Activities.
- (g) If the Option is a Charitable Option, it shall expire on the date that is 90 days following the date that the holder of the Charitable Option ceases to be an Eligible Charitable Organization.

Upon expiration or termination of an Option pursuant to subparagraphs 12(a) to 12(h) the number of shares of the Corporation that the Optionee (or his or her heirs or successors) shall be entitled to purchase until expiry of the Option shall be the number of Common Shares which the Optionee was entitled to purchase on the date of the event which gave rise to such termination or expiry, as the case may be.

For the purposes of this Paragraph 12, the following terms have the following meanings ascribed to them:

- (a) “**Charitable Option**” means an Option granted pursuant to this Plan to an Eligible Charitable Organization.
- (b) “**Eligible Person**” means: (a) a Director, Officer, Employee or Consultant of the Company or its subsidiaries, if any, at the time the Option is granted, and includes companies that are wholly owned by Eligible Persons; or (b) an Eligible Charitable Organization at the time the Option is granted.
- (c) “**Service Provider**” means a person who provides ongoing management or consulting services to the Corporation.

13. Neither this Agreement nor the Plan confers on the Optionee the right to continue in the employment or engagement of, or association with, the Corporation or any subsidiary thereof, nor do they interfere in any way with the right of the Optionee or the Corporation or any subsidiary thereof to terminate the Optionee's employment, engagement, or association at any time.
14. The Optionee acknowledges having received a copy of the Plan and having read and understood all of the provisions thereof.
15. The Corporation shall provide a further copy of the Plan to the Optionee on request.
16. All notices to be sent to the Optionee pursuant to the Plan or this Agreement shall be in writing and sent to the address of the Optionee provided on the signature page hereto, unless otherwise specified by the Optionee.
17. Time is of the essence of this Agreement.
18. This Agreement will enure to the benefit of and be binding on the Corporation and its successors, and the Optionee and, to the extent provided herein, the Optionee's personal representative(s).
19. The terms of the Option are subject to the express terms of the Plan, as the same may from time to time be amended from time to time. The Plan is specifically incorporated by reference into this Agreement with the same effect as if the provisions of the Plan were set out in this Agreement, and in the event of any inconsistency between this Agreement and the Plan, the provisions of the Plan shall govern.
20. This Agreement and any amendments thereto are subject to the acceptance of the Exchange.
21. All capitalized terms used herein but not otherwise defined in this Agreement have the respective meanings ascribed to such terms in the Plan.
22. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date set forth on page one of this Agreement.

This Agreement is dated as of the day and year first above written.

NBS CAPITAL INC.

Per: "*Paul Barbeau*"

Paul Barbeau, CEO

I have authority to bind the corporation