



***dynaCERT* INC.**

NOTICE OF ANNUAL AND SPECIAL MEETING  
OF  
SHAREHOLDERS

**To be held virtually via the LUMI meeting platform  
on Thursday, December 3, 2020  
at 11:00 a.m. (Toronto time)**

MANAGEMENT INFORMATION CIRCULAR  
AND  
PROXY STATEMENT

October 16, 2020

*dynaCERT INC.*

**NOTICE OF ANNUAL AND SPECIAL MEETING OF THE SHAREHOLDERS**

**TAKE NOTICE THAT** an Annual and Special Meeting (the "Meeting") of the shareholders of *dynaCERT INC.* (the "Corporation") will be held on December 3, 2020 at 11:00 a.m. (Toronto time) virtually via live audio webcast available online using the LUMI meeting platform at <https://web.lumiagm.com/269482699>, password "dynacert2020" for the following purposes:

1. to receive the financial statements of the Corporation as at and for the year ended December 31, 2019, together with the report of the auditors thereon;
2. to fix the number of directors of the Corporation to be elected at the Meeting at seven (7);
3. to elect the board of directors of the Corporation to serve until the next annual meeting of the shareholders or until their successors are duly elected or appointed;
4. to appoint the auditors of the Corporation for the ensuing year and to authorize the directors of the Corporation to determine the remuneration to be paid to the auditors;
5. to consider and, if deemed advisable, to pass an ordinary resolution, the full text of which is set forth in the accompanying Management Information Circular and Proxy Statement (the "Management Proxy Circular"), approving the amended and restated stock option plan of the Corporation in the form set out in Schedule "C" to the Management Proxy Circular;
6. to consider and, if deemed advisable, to pass an ordinary resolution, the full text of which is set forth in the accompanying Management Proxy Circular approving the restricted share unit plan of the Corporation in the form set out in Schedule "D" to the Circular; and
7. to transact such other business as may properly come before the Meeting.

Information relating to matters to be acted upon by the shareholders at the Meeting is set forth in the accompanying Management Proxy Circular.

Only shareholders of record as at the close of business on October 16, 2020 (the "Record Date") are entitled to receive notice of the Meeting.

Each Common Share will entitle the holder to one vote at the Meeting. Each resolution must be approved by a majority of the votes cast by the shareholders present in person or virtually online, or by proxy at the Meeting unless the resolution is a special resolution, in which case a majority of 66 2/3% of the votes cast will be required.

This year, the Corporation is providing shareholders with the opportunity to attend the Meeting either in person (at the offices of the Corporation) or virtually online and to vote online, by proxy or in person at the Meeting. However, given the ongoing uncertainty surrounding the public health impact of the 2019 novel coronavirus ("COVID-19") and as part of the Corporation's social responsibility and preparedness plans in response to COVID-19, **the Corporation respectfully requests that all shareholders participate in the Meeting virtually** via live audio webcast to ensure the health and safety of shareholders, employees and the communities in which we live. The Board of Directors and management of the Corporation believe that enabling shareholders to attend the Meeting virtually will also lead to greater shareholder attendance and participation, especially in these difficult times, while concurrently complying with public health guidelines and restrictions on public gatherings.

Shareholders who elect to participate in the Meeting virtually will be able to listen to the Meeting, ask questions and vote, all in real time, via live audio webcast available online using the LUMI meeting platform at <https://web.lumiagm.com/269482699>. Shareholders will be able to access the Meeting using an internet connected device such as a laptop, computer, tablet or mobile phone, and the Meeting platform will be supported across browsers and devices that are running the most updated version of the applicable software plugins, though it is recommended that guests login using Google Chrome web browser (and not Internet Explorer).

Shareholders who are unable to attend the Meeting either online through the LUMI meeting platform or in person are requested to read, complete, sign and mail the enclosed form of proxy or to vote electronically in accordance with the instructions set out in the proxy and in the Management Information Circular accompanying this Notice of Meeting. Non-registered shareholders must seek instruction on how to complete their form of proxy and vote their

shares from their broker, trustee, financial institution or other nominee. Please advise the Corporation of any change in your mailing address.

It is important to note that shareholders accessing the Meeting virtually must remain connected to the internet at all times during the Meeting in order to vote when balloting commences. It is your responsibility to ensure internet connectivity for the duration of the Meeting.

Following the conclusion of the formal business to be conducted at the Meeting, the Corporation will invite questions and comments from shareholders participating through the LUMI meeting platform who may submit their questions or comments by clicking on the messaging icon within the LUMI meeting platform to type their message or question. Messages or questions can be submitted at anytime during the Q&A session and until such time as the Chairman ends the session.

The Corporation has elected to deliver this Notice of Meeting and the accompanying Management Information Circular and form of proxy (collectively, the "Meeting Materials") to shareholders by posting the Meeting Materials on its website at [www.dynacert.com](http://www.dynacert.com) in accordance with the notice and access notification mailed to shareholders of the Corporation. The use of the notice and access procedures under applicable securities laws will reduce the Corporation's printing and mailing costs and is more environmentally friendly by reducing the use of paper. The Meeting Materials will be available on the Corporation's website as of October 20, 2020, and will remain on the website for one (1) full year thereafter. The Meeting Materials will also be available at <http://docs.tsxtrust.com/2197> as of November 2, 2020 and under the Corporation's profile on SEDAR at [www.sedar.com](http://www.sedar.com) as of October 20, 2020.

The Corporation will also mail paper copies of the Meeting Materials to those registered and beneficial shareholders who have previously elected to receive or otherwise request paper copies of the Meeting Materials. All other shareholders of the Corporation will receive a notice and access notification containing information on how to obtain electronic and paper copies of the Meeting Materials in advance of the Meeting. Shareholders wishing to receive paper copies of the Meeting Materials can request them from the Corporation by calling TSX Trust Company toll-free in North America at 1-866-600-5869 or by email at [tmxeinvestorservices@tmx.com](mailto:tmxeinvestorservices@tmx.com). The Corporation will mail paper copies of the Meeting Materials to requesting shareholders at no cost to them within three business days of their request, if such requests are made before the Meeting.

If you are attending the Meeting online, you can vote at the Meeting through the LUMI meeting platform available at <https://web.lumiagm.com/269482699>; however, the Corporation encourages you to vote by proxy. The Corporation's goal is to secure as large a representation of shareholders as possible at the Meeting.

Should you have any questions regarding information contained in the enclosed documents or if you require assistance in voting your shares, please contact TSX Trust Company toll-free in North America at 1-866-600-5869 or by email at [tmxeinvestorservices@tmx.com](mailto:tmxeinvestorservices@tmx.com).

**SHAREHOLDERS ARE CAUTIONED THAT THE USE OF THE MAIL TO TRANSMIT PROXIES IS AT EACH SHAREHOLDER'S RISK.**

DATED at Toronto, Ontario as of the 16<sup>th</sup> day of October, 2020.

**BY ORDER OF THE BOARD OF DIRECTORS**

(signed) *"Wayne Hoffman"*

Wayne Hoffman  
Chairman of the Board and a Director

*dynaCERT INC.*

**MANAGEMENT PROXY CIRCULAR**

(Unless otherwise stated, information contained herein is given as of October 16, 2020)

**INFORMATION REGARDING PROXIES AND VOTING AT THE MEETING**

**Solicitation of Proxies**

This Management Proxy Circular is furnished in connection with the solicitation of proxies by the management of *dynaCERT Inc.* (the "Corporation") for use at the Annual and Special Meeting of the holders (the "Shareholders") of common shares ("Common Shares") of the Corporation to be held virtually via the LUMI meeting platform at <https://web.lumiagm.com/269482699> and in person at the offices of the Corporation at Suite 110, 501 Alliance Avenue, Toronto, Ontario, Canada M6N 2J1 on Thursday, December 3, 2020 at 11:00 a.m. (Toronto time) (the "Meeting"), for the purposes set forth in the Notice of Annual and Special Meeting (the "Notice") accompanying this Management Proxy Circular. Solicitation of proxies will be primarily by mail, but may also be undertaken by way of telephone, facsimile or oral communication by the directors, officers and regular employees of the Corporation, at no additional compensation. Costs associated with the solicitation of proxies will be borne by the Corporation.

**Appointment of Proxyholders**

Accompanying this Management Proxy Circular is an instrument of proxy for use at the Meeting. Shareholders who are unable to attend the Meeting in person or virtually via the LUMI meeting platform and wish to be represented by proxy are required to date and sign the enclosed instrument of proxy and return it in the enclosed return envelope. **All properly executed instruments of proxy for Shareholders must be mailed to reach or be deposited at the offices TSX Trust Company, 100 Adelaide Street West, Suite 301, Toronto, Ontario, M5H 4H1 not later than 48 hours (excluding Saturdays, Sundays and statutory holidays in the Province of Ontario) (i.e. 11:00 am Toronto time on Tuesday, December 1, 2020) prior to the time set for the Meeting or any adjournment thereof.**

The persons designated in the instrument of proxy are officers and/or directors of the Corporation. **A Shareholder has the right to appoint a person (who need not be a Shareholder) other than the persons designated in the accompanying instrument of proxy, to attend at and represent the Shareholder at the Meeting.** To exercise this right, a Shareholder should insert the name of the designated representative in the blank space provided on the instrument of proxy and strike out the names of management's nominees. Alternatively, a Shareholder may complete another appropriate instrument of proxy. **Please note that voting electronically by proxy is separate and apart from voting electronically through the LUMI meeting platform during the Meeting, which is discussed further below.**

**Signing of Proxy**

The instrument of proxy must be signed by the Shareholder or the Shareholder's duly appointed attorney authorized in writing or, if the Shareholder is a corporation, under its corporate seal or by a duly authorized officer or attorney of the Corporation. An instrument of proxy signed by a person acting as attorney or in some other representative capacity (including a representative of a corporate Shareholder) should indicate that person's capacity (following his or her signature) and should be accompanied by the appropriate instrument evidencing qualification and authority to act (unless such instrument has previously been filed with the Corporation).

**Revocability of Proxies**

A Shareholder who has submitted an instrument of proxy may revoke it at any time prior to the exercise thereof. In addition to any manner permitted by law, a proxy may be revoked by instrument in writing executed by the Shareholder or by his or her duly authorized attorney or, if the Shareholder is a corporation, under its corporate seal or executed by a duly authorized officer or attorney of the corporation and deposited either: (i) at the registered office of the Corporation at any time up to and including the last business day preceding the day of the Meeting, or any adjournments thereof, at which the instrument of proxy is to be used; or (ii) with the Chairman of the Meeting on the day of the Meeting, or any adjournment thereof. In addition, an instrument of proxy may be revoked: (i) by the Shareholder personally attending the Meeting and voting the securities represented thereby or, if the Shareholder

is a corporation, by a duly authorized representative of the corporation attending at the Meeting and voting such securities; or (ii) in any other manner permitted by law.

### **Voting of Proxies and Exercise of Discretion by Proxyholders**

All Common Shares represented at the Meeting by properly executed proxies will be voted on any ballot that may be called for and, where a choice with respect to any matter to be acted upon has been specified in the instrument of proxy, the Common Shares represented by the instrument of proxy will be voted in accordance with such instructions. The management designees named in the accompanying instrument of proxy will vote or withhold from voting the Common Shares in respect of which they are appointed in accordance with the direction of the Shareholder appointing him or her on any ballot that may be called for at the Meeting. **In the absence of such direction, such Common Shares will be voted "FOR" the proposed resolutions at the Meeting. The accompanying instrument of proxy confers discretionary authority upon the persons named therein with respect to amendments of or variations to the matters identified in the accompanying Notice and with respect to other matters that may properly be brought before the Meeting.** In the event that amendments or variations to matters identified in the Notice are properly brought before the Meeting or any further or other business is properly brought before the Meeting, it is the intention of the management designees to vote in accordance with their best judgment on such matters or business. At the time of printing this Management Proxy Circular, the management of the Corporation knows of no such amendment, variation or other matter to come before the Meeting other than the matters referred to in the accompanying Notice.

### **Voting of Common Shares – Advice to Non-Registered Holders**

Only registered holders of Common Shares, or the persons they appoint as their proxies, are permitted to attend and vote at the Meeting. However, in many cases, Common Shares beneficially owned by a holder (a "Non-Registered Holder") are registered either:

- a) in the name of an intermediary (an "Intermediary") that the Non-Registered Holder deals with in respect of the Common Shares. Intermediaries include banks, trust companies, securities dealers or brokers, and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans; or
- b) in the name of a clearing agency (such as The Canadian Depository for Securities Limited or "CDS").

In accordance with the requirements of National Instrument 54-101 of the Canadian Securities Administrators, the Corporation has distributed copies of the Notice, this Management Proxy Circular and the instrument of proxy (collectively, the "Meeting Materials") to the clearing agencies and Intermediaries for onward distribution to Non-Registered Holders.

Intermediaries are required to forward meeting materials to Non-Registered Holders unless a Non-Registered Holder has waived the right to receive them. Typically, Intermediaries will use a service company (such as Broadridge Investor Communication Solutions ("Broadridge")) to forward Meeting Materials to Non-Registered Holders.

Generally, Non-Registered Holders who have not waived the right to receive Meeting Materials will:

- a) have received as part of the Meeting Materials a voting instruction form ("VIF") which must be completed, signed and delivered by the Non-Registered Holder in accordance with the directions on the voting instruction form; voting instruction forms sent by Broadridge permit the completion of the voting instruction form by telephone or through the Internet at [www.voteproxyonline.com](http://www.voteproxyonline.com); or
- b) less typically, be given a proxy which has already been signed by the Intermediary (typically by a facsimile, stamped signature) which is restricted as to the number of Common Shares beneficially owned by the Non-Registered Holder but which is otherwise uncompleted. This form of proxy need not be signed by the Non-Registered Holder. In this case, the Non-Registered Holder who wishes to submit a proxy should otherwise properly complete the form of proxy and deposit it TSX Trust Company at the address referred to above.

The purpose of these procedures is to permit Non-Registered Holders to direct the voting of the Common Shares that they beneficially own. Should a Non-Registered Holder wish to attend and vote at the Meeting in person or virtually (or have another person attend and vote on behalf of the Non-Registered Holder), the Non-Registered Holder should strike out the names of the persons named in the proxy and insert the Non-Registered Holder's (or such other person's) name in the blank space provided or, in the case of a voting instruction form, follow the corresponding instructions on the form. **In either case, Non-Registered Holders should carefully follow the instructions of their Intermediaries and their service companies. It should also be noted that after appointing a proxyholder as aforesaid (whether it be the Non-Registered holder themselves or some other person), the appointee must complete the Request for Control Number form at <https://tsxtrust.com/resource/en/75> and email such form to TSX Trust at [tsxtrustproxyvoting@tmx.com](mailto:tsxtrustproxyvoting@tmx.com) in order to receive a unique control number that will allow the appointee to vote at the virtual Meeting.**

Only registered Shareholders have the right to revoke a proxy. Non-Registered Holders who wish to change their vote must in sufficient time in advance of the Meeting, arrange for their respective Intermediaries to change their vote and if necessary revoke their proxy in accordance with the revocation procedures set forth above.

### **Voting at the Virtual Meeting**

The Meeting will be hosted virtually via live audio webcast and at the offices of the Corporation at Suite 110, 501 Alliance Avenue, Toronto, Ontario, Canada M6N 2J1. Due to COVID-19, current restrictions on public gatherings and in the best interests of the health of all participants in the Meeting, **the Corporation respectfully requests that all shareholders participate in the Meeting virtually.**

Registered Shareholders entitled to vote at the Meeting may attend and vote at the Meeting virtually by following the steps listed below:

1. Type in <https://web.lumiagm.com/269482699> on your browser at least 15 minutes before the Meeting starts. Please do not do a Google Search. Do not use Internet Explorer.
2. Click on **"I have a control number"**.
3. Enter your 12-digit control number (on your proxy form).
4. Enter the password: **"dynacert2020"** (case sensitive).
5. When the ballots have been opened, you will see them appear on your screen.

Beneficial Shareholders entitled to vote at the Meeting may vote at the Meeting virtually by following the steps listed below:

1. Appoint yourself as proxyholder by writing your name in the space provided on the form of proxy or VIF. Do not fill out your voting instructions.
2. Sign and send it to your intermediary, following the voting deadline and submission instructions on the VIF.
3. Get a control number by contacting TSX Trust Company by emailing [tsxtrustproxyvoting@tmx.com](mailto:tsxtrustproxyvoting@tmx.com) the "Request for Control Number" form, which can be found here <https://tsxtrust.com/resource/en/75>. Request for control numbers must be made prior to 11:00 a.m. (Toronto time) on December 1, 2020.
4. Type in <https://web.lumiagm.com/269482699> on your browser at least 15 minutes before the Meeting starts. Please do not do a Google Search. Do not use Internet Explorer.
5. Click on **"I have a control number"**.
6. Enter the unique control number provided to you by [tsxtrustproxyvoting@tmx.com](mailto:tsxtrustproxyvoting@tmx.com).
7. Enter the password: **"dynacert2020"** (case sensitive).
8. When the ballots have been opened, you will see them appear on your screen.

### **Appointees:**

If you are a registered shareholder and you want to appoint someone else (other than the Management nominees) to vote online at the Meeting, you must first submit your proxy indicating who you are appointing. You or your appointee must then register with TSX Trust in advance of the Meeting by emailing [tsxtrustproxyvoting@tmx.com](mailto:tsxtrustproxyvoting@tmx.com) the "Request for Control Number" form, which can be found here <https://tsxtrust.com/resource/en/75>. If you are a non-registered shareholder and want to vote online at the Meeting, you must appoint yourself as proxyholder and register with TSX Trust in advance of the Meeting by emailing [tsxtrustproxyvoting@tmx.com](mailto:tsxtrustproxyvoting@tmx.com) the "Request for

Control Number" form, which can be found here <https://tsxtrust.com/resource/en/75>.

Guests can also listen to the Meeting by following the steps below:

1. Type in <https://web.lumiagm.com/269482699> on your browser at least 15 minutes before the Meeting starts. Please do not do a Google Search. Do not use Internet Explorer.
2. Click on "GUEST".

If you have any questions or require further information with regard to voting your Common Shares, please contact TSX Trust Company toll-free in North America at 1-866-600-5869 or by email at [tmxeinvestorservices@tmx.com](mailto:tmxeinvestorservices@tmx.com).

### **Notice-and-Access**

We have elected to use the "notice-and-access" provisions under National Instrument 54-101 *Communications with Beneficial Owners of Securities of a Reporting Issuer* (the "**Notice-and-Access Provisions**") for the Meeting to Shareholders who do not hold their Common Shares in their own name. The Notice-and-Access Provisions are a new set of rules developed by the Canadian Securities Administrators that reduce the volume of materials that the Corporation must physically mail to its Shareholders by allowing the Corporation to post its Management Proxy Circular in respect of the Meeting and related materials online.

The Corporation will not employ what is known as "stratification." Stratification occurs when a reporting issuer using Notice-and-Access Provisions provides a paper copy of their information circular with the notice to certain groups of Shareholders. For the Meeting, all Shareholders will receive the Meeting Materials under the Notice-and-Access Provisions. The Corporation will only mail paper copies of the Meeting Materials to those registered and beneficial shareholders who have previously elected to receive or otherwise request paper copies of the Meeting Materials. All other Shareholders of the Corporation will receive a notification containing information on how to obtain electronic and paper copies of the Meeting Materials in advance of the Meeting.

The Corporation anticipates that notice-and-access will directly benefit the Corporation through substantial reductions in postage and printing costs. The Corporation believes that notice-and-access is also environmentally responsible to the extent that it decreases the large volume of paper documents generated by printing proxy related materials.

Meeting materials are available electronically under the Corporation's profile at [www.sedar.com](http://www.sedar.com) and also at <http://docs.tsxtrust.com/2197>.

Shareholders wishing to receive a paper copy of the Meeting materials or those who have questions about notice-and-access, can call 1-866-600-5869 or email [TMXEInvestorServices@tmx.com](mailto:TMXEInvestorServices@tmx.com).

In order to receive a paper copy of this Circular and other relevant information, requests by Shareholders may be made up to one year from the date the Circular was filed on System for Electronic Document Analysis and Retrieval ("**SEDAR**") by: (i) mailing a request to the Corporation at 501 Alliance Avenue, Toronto, Ontario, Canada M6N 2J1, Attention: Chief Executive Officer; or (ii) calling the Corporation at 416-766-9691. The Corporation estimates that a Shareholder's request for paper copies of the Circular and other relevant information will need to be received prior to November 24, 2020 in order for such Shareholder to have sufficient time to receive and review the materials requested and return the completed form of proxy as set forth in this Circular.

## **RECORD DATE, VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES**

### **Voting Shares and Record Date**

The authorized share capital of the Corporation consists of an unlimited number of Common Shares. The record date for the determination of Shareholders entitled to receive notice of and to vote at the Meeting is Friday, October 16, 2020 (the "Record Date"). As at the Record Date, there were **367,495,926** Common Shares issued and outstanding as fully paid and non-assessable.

### **Common Shares**

The holders of Common Shares are entitled to notice of and to vote at all annual and special meetings of

Shareholders and are entitled to one vote per Common Share. The holders of Common Shares are entitled, upon dissolution, to receive the remaining property of the Corporation.

### **Voting of Common Shares – General**

Only Shareholders whose names are entered in the Corporation's register of shareholders at the close of business on the Record Date will be entitled to receive notice of and to vote at the Meeting.

### **Principal Holders of Common Shares**

To the knowledge of the directors and executive officers of the Corporation, as at the Record Date, no single shareholder beneficially owns, directly or indirectly, or exercises control or direction over ten percent (10%) or more of the votes attached to the shares of the Corporation.

### **INTERESTS OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED ON**

Except as disclosed in this Management Proxy Circular, none of the directors or executive officers of the Corporation at any time since the beginning of the Corporation's last financial year, nor any proposed nominee for election as a director of the Corporation, nor any associate or affiliate of any of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise in any matter to be acted on, other than the election of directors.

### **STATEMENT OF EXECUTIVE COMPENSATION**

#### ***GENERAL***

The following information is provided in accordance with Form 51-102F6 – *Statement of Executive Compensation* (the "Form"), in such form as defined by National Instrument 51-102.

For the purposes of this Form, a "Named Executive Officer", or "NEO", means each of the following individuals:

- (a) each individual who, in respect of the Corporation, during any part of the most recently completed financial year, served as chief executive officer ("CEO"), including an individual performing functions similar to a CEO;
- (b) each individual who, in respect of the Corporation, during any part of the most recently completed financial year, served as chief financial officer ("CFO"), including an individual performing functions similar to a CFO;
- (c) each of the three most highly compensated executive officers of the Corporation, including any of its subsidiaries, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was, individually, more than \$150,000 for that financial year; 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 Corporation or its subsidiaries, nor acting in a similar capacity, at the end of that financial year.

Based on the foregoing definitions, the Corporation's NEO's in respect of the year ended December 31, 2019 were: James Payne, President and CEO; Terrence MacDonald, Chief Financial Officer (from March 10, 2017 to January 11, 2019); Carmelo Marrelli, Chief Financial Officer (from January 11, 2019 onwards); Robert Maier, Chief Operating Officer; and Jean-Pierre Colin, Executive Vice-President and Corporate Secretary.

#### ***COMPENSATION DISCUSSION AND ANALYSIS***

The Corporation has a Compensation and Nominating Committee, which is comprised of Dr. Elliot Strashin, Dr. Richard Lu and Mr. Jean-Pierre Colin (Chairman). The Compensation and Nominating Committee makes recommendations to the Board of Directors, which then determines the compensation of the Corporation's directors, NEOs and senior officers that the Board of Directors (having regard to the recommendations of the Compensation and Nominating Committee) determines is suitable, primarily by comparison of the remuneration paid by other

companies that are similar to the business and size of the Corporation.

With respect to the overall objectives of its compensation practices, and taking into consideration its current stage of development, the Corporation determines the specific amounts of compensation to be paid to each of the Named Executive Officers based on a number of factors, including: (i) the Corporation's understanding of the amount of compensation generally paid by similar companies to the named executive officers with similar roles and responsibilities; (ii) the Named Executive Officers' performance during the fiscal year; (iii) the roles and responsibilities of the Corporation's Named Executive Officers; (iv) the individual experience, the skills of, and expected contributions from each of the Named Executive Officers having regard for the Corporation's current stage of development and its general perspectives; (v) the amounts of compensation being paid to the other Named Executive Officers; and (vi) any other contractual commitments that the Corporation has made to its Named Executive Officers regarding compensation. Market comparisons as well as evaluation of similar positions in the same industry and in the same geography are also considered in determining compensation levels. Following a review of such criteria and the recommendations of the Compensation and Nominating Committee, the Board of Directors determines compensation amounts and methods as it sees fit and reasonable.

The objective of the Board of Directors in setting compensation levels is to attract and retain individuals of very high calibre to serve as officers of the Corporation, to motivate their performance in order to achieve the Corporation's important strategic objectives and to align the interests of executive officers with both the short-term and the long-term interests of the Shareholders, while at the same time preserving cash flows. These objectives are designed to ensure that the Corporation continues to grow as well as to grow cash flow and earnings for Shareholders. The Board of Directors sets the compensation received by NEOs so as to be generally competitive with the compensation received by persons with similar qualifications and responsibilities who are engaged by other companies of corresponding size, stage of development, having similar assets, number of employees, market capitalizations and profit margin. In setting such levels, the Board of Directors relies on their own long-term experience and knowledge of the Canadian capital markets and Canadian business in general.

### **Base Salary**

The Corporation provides the Named Executive Officers with a base salary that is competitive with what it knows of the base salaries of other executive officers in similar companies while taking into account its current stage of development. The Corporation believes that a competitive base salary is an important element in attracting and retaining talented and experienced executives. The Corporation also believes that attractive base salaries can motivate and reward Named Executive Officers for their overall performance. The base salary of each Named Executive Officer is reviewed annually. Base salaries depend on the experience, skills and expected contribution of each Named Executive Officer, as well as the Named Executive Officer's role, responsibilities and other factors. The base salary assessment and annual revisions, if any, to each Named Executive Officer's base salary are made in accordance with the compensation structure and stage of development of the Corporation. Base salary and annual revisions are approved by the Board after reviewing the recommendations of the Compensation and Nominating Committee.

### **Annual Cash Incentive Bonuses**

The Corporation has not yet established a formal annual incentive program (annual bonuses). Under their respective employment terms or the Corporation's compensation structure, each Named Executive Officer is eligible to receive a discretionary annual cash incentive bonus, based on performance and the achievement of objectives, the whole subject to the financial situation of the Corporation and the recommendations of the Compensation and Nominating Committee.

### **Securities-Based Awards**

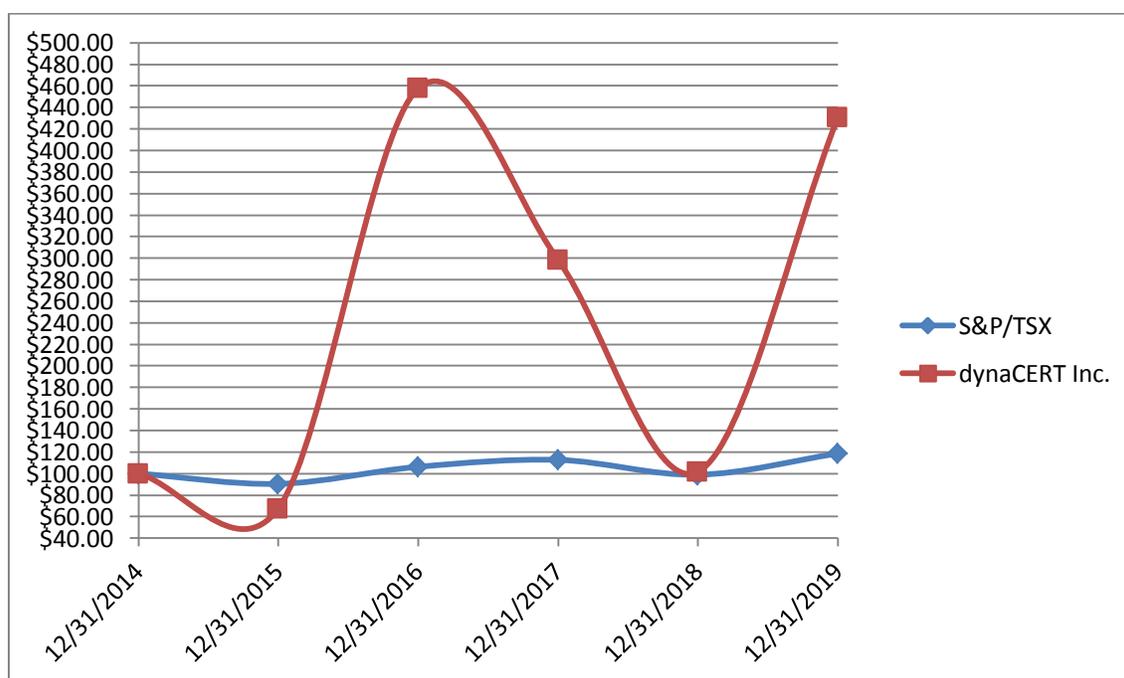
The Corporation's granting of stock options to Named Executive Officers under the stock option plan is a method of compensation that is used to attract and retain personnel and to provide an incentive to participate in the long-term development of the Corporation and to increase shareholder value. The relative emphasis of stock options for compensating Named Executive Officers will generally vary depending on the number of Common Shares held by such persons and the number of stock options that are outstanding from time to time. The Corporation generally expects future grants of stock options should be based on the following factors: (i) the terms and conditions of the employment agreements of Named Executive Officers; (ii) the Named Executive Officer's past performance; (iii) the

Named Executive Officer's anticipated future contribution; (iv) the prior stock option grants to such Named Executive Officer; (v) the level of vested and unvested stock options; (vi) the Corporation's overall performance and the Named Executive Officer's contribution thereto; and (vii) the market practices and the Named Executive Officer's responsibilities and performance. The Corporation has not set specific target levels for the granting of stock options to Named Executive Officers but seeks to be competitive with similar companies. The Corporation has also recently approved a Restricted Share Unit Plan, under which Named Executive Officers may also be eligible to receive awards. No grants of Restricted Share Units have been made to date, though the criteria for any future grants are expected to be similar to those employed in assessing and awarding grants of stock options.

For a summary of the main terms and conditions of the Corporation's stock option plan and Restricted Share Unit Plan, see "Stock Option Plans and Other Incentive Plans" below.

### Performance Graph

The following graph shows compares the cumulative total return on a \$100 investment in Common Shares of the Corporation made on December 31, 2014 to the cumulative total return on the S&P/TSX Composite Index until December 31, 2019 (as of December 31 in each of the five (5) previously completed financial year-ends).



There is no direct correlation between the trend of the Corporation's share performance evidenced by the table above and the Corporation's compensation to executive officers over the period of reference. The stock prices of companies within the Corporation's industry can be volatile and subject to various market conditions. Rather than being based on the performance of the Corporation's share price and although the performance of the Corporation's stock price over the last five completed financial years has significantly exceeded the performance of the S&P/TSX Composite Index, the trend of the Corporation's compensation to executive officers has evolved positively to reflect the achievement of important developments and milestones to the Corporation and the Corporation's overall financial and operational performance. In reviewing the performance graph above, it should also be noted that the Corporation's Common Shares started to trade on the Toronto Stock Exchange on July 7, 2020 (subsequent to the periods reflected above).

### Compensation Governance

The Board has established the Compensation and Nominating Committee, which is comprised by a majority of independent directors responsible, amongst other things, for reviewing compensation matters having regard for the factors discussed above and making recommendations to the Board regarding the compensation of the Named Executive Officers. The members of the Compensation and Nominating Committee are Dr. Elliot Strashin, Dr.

Richard Lu and Mr. Jean-Pierre Colin (Chairman). The Board has approved a written mandate for the Compensation and Nominating Committee, a copy of which is available on the Corporation's website at [www.dynacert.com](http://www.dynacert.com). Each of the members of the committee has extensive experience with employment and compensation matters, having served as officers and directors of various private and public companies.

### SUMMARY COMPENSATION TABLE

#### Director and NEO compensation, excluding stock options and other compensation securities

The following table sets forth all direct and indirect compensation paid, payable, awarded, granted, given or otherwise provided, directly or indirectly, by the Corporation, or a subsidiary of the Corporation to each NEO of the Corporation, in any capacity, including, for greater certainty, all plan and non-plan compensation, direct and indirect pay, remuneration, economic or financial award, reward, benefit, gift or perquisite paid, payable, awarded, granted, given or otherwise provided to the NEO for services provided and for services to be provided, directly or indirectly, to the Corporation, for each of the Corporation's three (3) most recently completed financial years:

Name and principal position	Year (ended Dec. 31)	Base Salary (\$)	Option based awards (\$) <sup>(1)</sup>	Non-equity incentive plan compensation (\$)		Pension value (\$)	All other compensation (\$)	Total compensation (\$)
				Annual incentive plans	Long-term incentive plans			
James Payne <i>President, CEO and Director</i>	2019	220,000	423,000	250,000 <sup>(2)</sup>	Nil	Nil	12,000 <sup>(3)</sup>	905,000
	2018	217,420	327,000	Nil	Nil	Nil	12,000 <sup>(3)</sup>	556,420
	2017	229,235	203,400	50,000	Nil	Nil	Nil	482,635
Carmelo Marrelli <i>Chief Financial Officer<sup>(4)</sup></i>	2019	60,000	42,300	Nil	Nil	Nil	Nil	102,300
Terrence MacDonald <i>Chief Financial Officer<sup>(4)</sup></i>	2019	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2018	99,250 <sup>(5)</sup>	67,800	Nil	Nil	Nil	Nil	167,050
	2017	63,500 <sup>(5)</sup>	280,800	Nil	Nil	Nil	Nil	344,300
Robert Maier <i>Chief Operating Officer and Director</i>	2019	92,250 <sup>(5)</sup>	274,950	Nil	Nil	Nil	12,000 <sup>(3)</sup>	379,200
	2018	175,913 <sup>(5)</sup>	163,500	Nil	Nil	Nil	12,000 <sup>(3)</sup>	351,413
	2017	142,500 <sup>(5)</sup>	161,025	Nil	Nil	Nil	12,000 <sup>(3)</sup>	315,525
Jean-Pierre Colin <i>Executive Vice President and Corporate Secretary and Director<sup>(6)</sup></i>	2019	100,000 <sup>(6)</sup>	274,950	100,000	Nil	Nil	23,100 <sup>(3)</sup>	498,050
	2018	70,000 <sup>(6)</sup>	163,500	150,000	Nil	Nil	22,800 <sup>(3)</sup>	406,300
	2017	12,500 <sup>(6)</sup>	101,700	Nil	Nil	Nil	12,000 <sup>(3)</sup>	126,200

#### Notes:

- (1) The value of stock options was estimated based on the Black & Scholes model for establishing the price of options based on the following weighted-average assumptions:

	2017	2018	2019
Expected life of options	5 years	5 years	5 years
Expected volatility rate	Mar. 13/17 – 141.9%	Jan. 31/18 – 130.94%	Mar. 1/19 – 122.59% Dec. 31/19 – 115.79%
Risk-free interest rate	Mar. 13/17 – 1.31%	Jan. 31/18 – 2.08%	Mar. 1/19 – 1.81% Dec. 9/19 – 1.61%
Expected annual dividend rate	Nil	-	-

- (2) Represents a one-time bonus.  
(3) Represents fees in respect of services provided as a director of the Corporation.  
(4) Mr. MacDonald served as Chief Financial Officer and Corporate Secretary from March 10, 2017 until January 10, 2019 and Mr. Carmelo Marrelli served as Chief Financial Officer from January 11, 2019 onwards.  
(5) Payments under consulting arrangements with private companies. See "External Management Companies" below.  
(6) Mr. Colin was appointed as a director of the Corporation on December 16, 2016, as Corporate Secretary on January 11, 2019 and Executive Vice President in March 2020. Compensation disclosed under "Base Salary" primarily consists of consulting fees paid in respect of corporate strategy consulting services provided by Mr. Colin prior to his appointment as Executive Vice-President.

## External Management Companies

Each of the NEOs is an employee of the Corporation (other than Terrence MacDonald, who ceased being an NEO in January 2019). None of the NEOs provide executive management services through external management companies, except for Mr. Robert Maier, who provides services through Puma Systems Inc. (a private corporation that is 100% owned and controlled by Mr. Maier). Mr. Terrence MacDonald also provided services through T.L. MacDonald Ltd. (a private corporation owned or controlled by Mr. MacDonald) during his term as CFO.

## INCENTIVE PLAN AWARDS TABLE

### Outstanding Share-Based Awards and Option-Based Awards

The following table sets forth all outstanding compensation securities granted or issued to Named Executive Officers by the Corporation that were outstanding as at the end of the fiscal year ended December 31, 2019.

Name	Date of issue	Option-based Awards				Share-based Awards		
		Number of securities underlying unexercised options	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options (\$) <sup>(1)</sup>	Number of shares or units of shares that have not vested	Market or payout value of share-based awards that have not vested (\$)	Market or payout value of vested share-based awards not paid out or distributed (\$)
James Payne <i>President, Chief Executive Officer and Director</i>	Dec. 9, 2019	1,000,000	0.52	Dec. 9, 2024	190,000	Nil	Nil	Nil
	Mar. 1, 2019	1,000,000	0.38	Mar. 1, 2024	330,000			
	Jan. 31, 2018	600,000	0.50	Jan. 31, 2023	126,000			
	Dec. 16, 2016	600,000	0.80	Dec. 16, 2021	Nil			
Carmelo Marrelli <i>Chief Financial Officer</i> <sup>(2)</sup>	Dec. 9, 2019	100,000	0.52	Dec. 9, 2024	19,000	Nil	Nil	Nil
Terrence MacDonald <i>Chief Financial Officer</i> <sup>(2)</sup>	Jan. 31, 2018	200,000	0.50	Dec. 31, 2020	42,000	Nil	Nil	Nil
	Mar. 13, 2017	300,000	0.94	Dec. 31, 2020	Nil			
Robert Maier <i>Chief Operating Officer and Director</i>	Dec. 9, 2019	650,000	0.52	Dec. 9, 2024	123,500	Nil	Nil	Nil
	Mar. 1, 2019	434,210	0.38	Mar. 1, 2024	143,289			
	Jan. 31, 2018	475,000	0.50	Jan. 31, 2023	99,750			
Jean-Pierre Colin <i>Executive Vice President and Corporate Secretary and Director</i> <sup>(3)</sup>	Dec. 9, 2019	650,000	0.52	Dec. 9, 2024	123,500	Nil	Nil	Nil
	Jan. 31, 2018	210,000	0.50	Jan. 31, 2023	44,100			
	Dec. 16, 2016	425,000	0.80	Dec. 16, 2021	Nil			

#### Notes:

- (1) The closing price of the Corporation's Common Shares on December 31, 2019 was \$0.71.
- (2) Mr. MacDonald served as Chief Financial Officer and Corporate Secretary from March 10, 2017 until January 10, 2019 and Mr. Carmelo Marrelli served as Chief Financial Officer from January 11, 2019 onwards.
- (3) Mr. Colin was appointed as a director of the Corporation on December 16, 2016, as Corporate Secretary on January 11, 2019 and Executive Vice President in March 2020.

The following table sets forth, for each Named Executive Officer, the value of all awards vested and earned during the fiscal year ended December 31, 2019.

<b>Name</b>	<b>Option-based awards – Value vested during the year (\$) <sup>(1)</sup></b>	<b>Share-based awards – Value vested during the year (\$)</b>	<b>Non-equity incentive plan compensation – Value earned during the year (\$)</b>
James Payne <i>President, Chief Executive Officer and Director</i>	520,000	N/A	N/A
Carmelo Marrelli <i>Chief Financial Officer</i>	19,000	N/A	N/A
Terrence MacDonald <i>Chief Financial Officer</i>	Nil	N/A	N/A
Robert Maier <i>Chief Operating Officer and Director</i>	286,789	N/A	N/A
Jean-Pierre Colin <i>Executive Vice President and Corporate Secretary and Director</i>	123,500	N/A	N/A

**Notes:**

- (1) All stock options vested immediately on the date of grant and were issued with exercise prices equal to the market price on the date of grants. Accordingly, the values expressed in the table above represent the value of all options granted (and immediately vested) during the financial year ended (and as at) December 31, 2019. The closing price of the Corporation's Common Shares on December 31, 2019 was \$0.71.

***PENSION PLAN BENEFITS***

The Corporation does not presently have any defined benefit or defined contribution pension plans in place which provide for payments or benefits at, following, or in connection with retirement for the Directors and NEOs.

***TERMINATION AND CHANGE OF CONTROL BENEFITS***

The Corporation does not have written agreements for termination or change of control with any of its NEOs.

***DIRECTOR COMPENSATION***

**Directors Generally**

For the fiscal year ended December 31, 2019, the Board of Directors (the "Board") (after considering the recommendations of the Compensation and Nominating Committee) had the responsibility of establishing the compensation to be paid to the directors of the Corporation. The Board, directly or through one of its committees, reviews the compensation payable to the directors at least once a year, taking into account the Corporation's financial situation.

The terms of the compensation payable to directors are as follows:

- Board members – \$1,000 per month
- Chairman of the Board – \$1,500 per month
- Audit Committee Chairman – \$500 per month
- Audit Committee Member (non-Chair) – \$400 per month
- Other Committee Chairman – \$300 per month
- Other Committee Member (non-Chair) – \$200 per month

All directors are entitled to be reimbursed for reasonable travel expenses incurred with respect to their attendance at meetings of the Board and any Committees thereof. In addition, they are all eligible to receive stock options pursuant to the Corporation's stock option plan. During the fiscal year ended December 31, 2019, a total of 2,200,000 stock options were granted to directors (in their capacities as directors) who are not also NEOs.

## Director Compensation Table

During the fiscal year ended December 31, 2019, the aggregate amount paid to the directors who were not also NEOs, as compensation for their services as directors and members of Committees of the Board amounted to \$80,300 in cash payments or \$638,750 in total compensation (after accounting for stock option grants using the Black & Scholes model).

The following table details the compensation paid to the Corporation's directors (other than NEOs) for their service as directors for the year ended December 31, 2019.

Name	Fees earned (\$)	Share-based awards (\$)	Option-based awards <sup>(1)</sup> (\$)	Non-equity incentive plan compensation (\$)	Pension value (\$)	All other compensation (\$)	Total (\$)
Wayne Hoffman <i>Chairman and Director</i>	24,900	Nil	116,325	Nil	N/A	Nil	141,225
Richard Lu <i>Director</i>	16,400	Nil	84,600	Nil	N/A	Nil	101,000
Elliot Strashin <i>Director</i>	14,400	Nil	137,475	Nil	N/A	Nil	151,875
Ronald Perry <i>Director</i> <sup>(2)</sup>	14,600	Nil	95,175	Nil	N/A	72,000 <sup>(3)</sup>	181,775
Amir Farahi <i>Director</i> <sup>(4)</sup>	10,000	Nil	52,875	Nil	N/A	Nil	62,875

### Notes:

- (1) The value of stock options was estimated based on the Black & Scholes model for establishing the price of options based on the following weighted-average assumptions:

	2017	2018	2019
Expected life of options	5 years	5 years	5 years
Expected volatility rate	N/A	Jan. 31/18 – 130.94%	Mar. 1/19 – 122.59% Nov. 12/19 – 116.75% Dec. 9/19 – 115.94%
Risk-free interest rate	N/A	Jan. 31/18 – 2.08%	Mar. 1/19 – 1.81% Nov. 12/19 – 1.57% Dec. 9/19 – 1.61%
Expected annual dividend rate	Nil	-	-

- (2) Mr. Perry served as a director until September 2019 and has continued to serve in a consultancy role since that time.  
(3) Payment under a consulting arrangement with a private company controlled by Mr. Perry.  
(4) Mr. Farahi was appointed as a director on March 7, 2019.

The following table summarizes out all outstanding compensation securities granted or issued to directors (who are not also NEOs) that remained outstanding as at the end of the fiscal year ended December 31, 2019.

Name	Date of issue	Option-based Awards			Share-based Awards		
		Number of securities underlying unexercised options	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options <sup>(1)</sup> (\$)	Number of shares or units of shares that have not vested	Market or payout value of share-based awards that have not vested (\$)
Wayne Hoffman <i>Chairman and Director</i>	Dec. 9, 2019	275,000	0.52	Dec. 9, 2024	52,250	Nil	Nil
	Mar. 1, 2019	250,000	0.38	Mar. 1, 2024	82,500		
	Jan. 31, 2018	250,000	0.50	Jan. 31, 2023	52,500		
	Dec. 16, 2016	300,000	0.80	Dec. 16, 2021	Nil		
	Dec. 1, 2015	325,000	0.10	Dec. 1, 2020	198,250		
	Feb. 26, 2015	325,000	0.15	Feb. 26, 2020	182,000		

Option-based Awards						Share-based Awards		
Name	Date of issue	Number of securities underlying unexercised options	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options <sup>(1)</sup> (\$)	Number of shares or units of shares that have not vested	Market or payout value of share-based awards that have not vested (\$)	Market or payout value of vested share-based awards not paid out or distributed (\$)
Richard Lu <i>Director</i>	Dec. 9, 2019	200,000	0.52	Dec. 9, 2024	38,000	Nil	Nil	Nil
	Mar. 1, 2019	175,000	0.38	Mar. 1, 2024	57,750			
	Dec. 16, 2016	175,000	0.80	Dec. 16, 2021	Nil			
	Dec. 1, 2015	250,000	0.10	Dec. 1, 2020	152,500			
	Feb. 26, 2015	175,000	0.15	Feb. 26, 2020	98,000			
Elliot Strashin <i>Director</i>	Dec. 9, 2019	325,000	0.52	Dec. 9, 2024	61,750	Nil	Nil	Nil
	Mar. 1, 2019	300,000	0.38	Mar. 1, 2024	99,000			
	Jan. 31, 2018	375,000	0.50	Jan. 31, 2023	78,750			
	Dec. 16, 2016	175,000	0.80	Dec. 16, 2021	Nil			
	Dec. 1, 2015	325,000	0.10	Dec. 1, 2020	198,250			
	Feb. 26, 2015	275,000	0.15	Feb. 26, 2020	154,000			
Ronald Perry <i>Director</i> <sup>(2)</sup>	Dec. 9, 2019	225,000	0.52	Dec. 9, 2024	42,750	Nil	Nil	Nil
	Nov. 12, 2019	75,000	0.50	Nov. 12, 2024	15,750			
	Mar. 1, 2019	300,000	0.38	Mar. 1, 2024	99,000			
	Jan. 31, 2018	300,000	0.50	Jan. 31, 2023	63,000			
	Dec. 16, 2016	350,000	0.80	Dec. 16, 2021	Nil			
	Dec. 1, 2015	1,500,000	0.10	Dec. 1, 2020	915,000			
Feb. 26, 2015	650,000	0.15	Feb. 26, 2020	364,000				
Amir Farahi <i>Director</i> <sup>(3)</sup>	Dec. 9, 2019	125,000	0.52	Dec. 9, 2024	23,750	Nil	Nil	Nil
	Mar. 1, 2019	250,000	0.38	Mar. 1, 2024	82,500			

**Notes:**

- (1) The closing price of the Corporation's Common Shares on December 31, 2019 was \$0.71.  
(2) Mr. Perry served as a director until September 2019 and has continued to serve in a consultancy role since that time.  
(3) Mr. Farahi was appointed as a director on March 7, 2019.

The following table sets forth, for each Director (who is not also an NEO), the value of all awards vested and earned during the fiscal year ended December 31, 2019.

Name	Option-based awards – Value vested during the year (\$) <sup>(1)</sup>	Share-based awards – Value vested during the year (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
Wayne Hoffman <i>Chairman and Director</i>	134,750	N/A	N/A
Richard Lu <i>Director</i>	95,750	N/A	N/A
Elliot Strashin <i>Director</i>	160,750	N/A	N/A
Ronald Perry <i>Director</i>	58,500	N/A	N/A
Amir Farahi <i>Director</i>	106,250	N/A	N/A

**Notes:**

- (1) All stock options vested immediately on the date of grant and were issued with exercise prices equal to the market price on the date of grants. Accordingly, the values expressed in the table above represent the value of all options granted (and immediately vested) during the financial year ended (and as at) December 31, 2019. The closing price of the Corporation's Common Shares on December 31, 2019 was \$0.71.

## ***STOCK OPTION PLANS AND OTHER INCENTIVE PLANS***

The Corporation has no other incentive plans other than its stock option plan (the "Option Plan") and its restricted share unit plan (the "RSU Plan").

### **Stock Option Plan**

The following text describes the Option Plan's principal terms.

Subject to the Corporation's shareholder approval at the Meeting, the Board approved on October 16, 2020, certain amendments to the Corporation's Option Plan for the purpose, among others, of reflecting the listing of the Corporation's Common Shares on the Toronto Stock Exchange (the "TSX" or the "Exchange") rather than on the TSX Venture Exchange (the "TSXV"). Amendments were made as for the maximum percentage of securities available to insiders under the Plan, the procedure for amending the Plan, including specific disclosure where the Corporation's shareholder approval is required in connection thereto, and other clerical changes of a housekeeping nature. The Option Plan is a rolling stock option plan for employees, officers and directors of the Corporation or one of its subsidiaries and for consultants. The Option Plan has been prepared so as to meet the requirements of the TSX, since the former plan had been prepared so as to meet the requirements of the TSXV.

The Option Plan provides that the Board of Directors may from time to time, in its discretion grant to directors, officers and employees of the Corporation and to consultants retained by the Corporation, non-transferable options to purchase Common Shares, or such other shares as may be substituted therefore, in the capital of the Corporation for a period of up to ten (10) years from the date of the grant, provided that the number of Common Shares reserved for issuance under the Option Plan and any other compensation plan may not (collectively) exceed ten percent (10%) of the total issued and outstanding Common Shares of the Corporation at the date of the grant.

The purpose of the Option Plan is to advance the interests of the Corporation by encouraging the directors, officers and employees of the Corporation and consultants retained by the Corporation to acquire Common Shares, thereby: (i) increasing the proprietary interests of such persons in the Corporation; (ii) aligning the interests of such persons with the interests of the Corporation's Shareholders generally; (iii) encouraging such persons to remain associated with the Corporation; and (iv) furnishing such persons with an additional incentive in their efforts on behalf of the Corporation.

The following is a summary of the material terms of the Option Plan and is qualified in its entirety by the full text of the Option Plan, which is attached hereto as Schedule "C":

- The maximum number of Common Shares to be reserved and authorized for issuance pursuant to options granted under the Option Plan and all other compensation plans of the Corporation (including the RSU Plan) shall not (collectively) exceed ten percent (10%) of the total number of issued and outstanding Common Shares of the Corporation from time to time.
- Under the Option Plan, the aggregate number of optioned Common Shares granted to any one optionee in a 12 month period must not exceed 5% of the Corporation's issued and outstanding shares. The number of optioned Common Shares granted to any one consultant in a 12 month period must not exceed 2% of the Corporation's issued and outstanding shares. The aggregate number of optioned Common Shares granted to an optionee who is employed to provide investor relations' services must not exceed 2% of the Corporation's issued and outstanding Common Shares in any 12 month period.
- The exercise price for options granted under the Option Plan will not be less than the market price of the Corporation's Common Shares at the time of the grant.
- Options will be exercisable for a term of up to ten (10) years, subject to earlier termination in the event of the optionee's death or the cessation of the optionee's services to the Corporation. Options will terminate on the earlier of the date of the expiration of the options and 90 days after the optionee ceases to hold the position or positions of director, officer, employee or consultant of the Corporation. In the case of optionees who perform investor relations services, such options shall terminate on the date that is 30 days after the termination of the employment or cessation of services.

- Options granted under the Option Plan are non-transferable and non-assignable, except by will or by the laws of descent and distribution.
- The participation of Insiders of the Corporation is limited under the Option Plan such that: (i) the number of Common Shares issuable to Insiders of the Corporation pursuant to the Option Plan and any other security-based compensation arrangement of the Corporation cannot exceed, at any time, ten percent (10%) of the Corporation's issued and outstanding Common Shares; and (ii) the number of Common Shares issued to Insiders of the Corporation pursuant to the Option Plan and any other security-based compensation arrangement of the Corporation cannot exceed, within any one year period, ten percent (10%) of the Corporation's issued and outstanding Common Shares.

In accordance with the Option Plan, the Corporation may grant options to purchase a maximum number of the Corporation's Common Shares corresponding to ten percent (10%) of the number of outstanding Common Shares from time to time. As of December 31, 2019, 33,689,326 Common Shares represented ten percent (10%) of the outstanding Common Shares of the Corporation. As of December 31, 2019, there were 29,815,306 Common Shares issuable upon the exercise of outstanding stock options, representing approximately 8.85% of the issued and outstanding Common Shares. Accordingly, there were 3,874,020 Common Shares available for grant under the Option Plan, representing approximately 1.15% of the issued and outstanding Common Shares.

As of the date of this Management Proxy Circular, 36,749,592 Common Shares represents ten percent (10%) of the outstanding Common Shares of the Corporation. There are currently 29,695,806 Common Shares issuable upon the exercise of outstanding stock options, representing approximately 8.08% of the issued and outstanding Common Shares. Accordingly, there are 7,053,786 Common Shares available for grant under the Option Plan, representing approximately ten percent (10%) of the issued and outstanding Common Shares. For the period from January 1, 2020 to the date of this Circular, 7,159,500 stock options expired or were exercised or cancelled and 7,040,000 stock options were granted under the Option Plan.

The table below summarizes the burn rates in connection with the Corporation's Option Plan during the fiscal years ended December 31, 2017, 2018 and 2019.

	2017	2018	2019
Burn Rate <sup>(1)</sup>	1.26%	3.05%	4.10%

**Notes:**

- (1) Burn rate represents: (total stock options granted during the applicable fiscal year) ÷ (weighted average of total Common Shares issued and outstanding for the applicable fiscal year). The weighted average number of Common Shares outstanding during the period is the number of Common Shares outstanding at the beginning of the period, adjusted by the number of Common Shares bought back or issued during the period multiplied by a time-weighting factor. The time-weighting factor is the number of days that the Common Shares are outstanding as a proportion of the total number of days in the period.

**Restricted Share Unit Plan**

On October 16, 2020, the Board of Directors approved and implemented the RSU Plan. The RSU Plan is administered by the Compensation and Nominating Committee under the supervision of the Board of Directors as compensation to officers, directors, consultants, and employees. The Compensation and Nominating Committee determines the terms and conditions upon which a grant is made, including any performance criteria or vesting period. The purpose of the RSU Plan is to further align the interests of the Corporation's senior executives, key employees, consultants and directors with those of the Corporation's Shareholders. The following is a summary of the material terms of the RSU Plan. The summary is qualified in its entirety by the full text of the RSU Plan, in the form attached hereto as Schedule "D".

- Under the RSU Plan, eligible persons may (at the discretion of the Board) be allocated a number of RSUs as the Board deems appropriate, with vesting provisions also to be determined by the Board, subject to a maximum vesting term of three (3) years from the end of the calendar year in which RSUs were granted.
- All RSUs are to be evidenced by award agreements entered into in accordance with the RSU Plan.
- Upon vesting, each RSU entitles the participant to receive one Common Share, provided that the participant is continuously employed with or providing services to the Corporation. RSUs track the value of the

underlying Common Shares, but do not entitle the recipient to the underlying Common Share until such RSUs vest, nor do they entitle a holder to exercise voting rights or any other rights attached to ownership or control of the Common Shares, until the RSU vests and the RSU participant receives Common Shares.

- Upon vesting eligible participants shall be entitled to a cash payment equal to the number of RSUs granted, multiplied by the fair market value of the Common Shares on the redemption date or such number of Common Shares equal to the whole number of RSUs multiplied by the fair market value of the Common Shares on the redemption, such cash payment or Common Share issuance to be at the sole discretion of the Corporation.
- The maximum number of Common Shares to be reserved and authorized for issuance pursuant to RSUs granted under the RSU Plan and all other compensation plans of the Corporation (including the Option Plan) shall not (collectively) exceed ten percent (10%) of the total number of issued and outstanding Common Shares of the Corporation, from time to time.
- If the Corporation pays a dividend on the Common Shares outstanding subsequent to granting of RSUs, (the "Original RSUs") such Original RSUs shall be increased by an amount equal to: (a) the product of: (i) the aggregate number of Original RSUs held by the participant on the record date for such dividend; and (ii) the per Common Share amount of such dividend (or, in the case of any dividend payable in property other than cash, the per Common Share fair market value of such property as determined by the Compensation and Nominating Committee); divided by (b) the fair market value of the Common Shares on the date that the dividend is declared.
- In the event that the Corporation pays a dividend on the Common Shares in additional Common Shares, the number of Original RSUs shall be increased by a number equal to the product of: (a) the aggregate number of Original RSUs held by the participant on the record date of such dividend; and (b) the number of Common Shares (including any fraction thereof) payable as a dividend on one Common Share.
- The grant of any RSUs is subject to the following restrictions: (a) the aggregate number of Common Shares reserved for issuance pursuant to RSUs granted to any one individual in any twelve (12) month period shall not exceed one percent (1%) of the issued and outstanding Common Shares, unless disinterested shareholder approval is obtained; (b) the aggregate number of Common Shares reserved for issuance pursuant to RSUs granted to Insiders (as defined in the policies of the TSXV), as a group, shall not exceed two percent (2%) of the issued and outstanding Common Shares, unless disinterested Common Shareholder approval is obtained; and (c) the aggregate number of Common Shares reserved for issuance pursuant to RSUs granted to any one individual in any twelve (12) month period, when combined with stock options granted under the Corporation's Stock Option Plan, shall not exceed five percent (5%) of the issued and outstanding Common Shares, unless disinterested Common Shareholder approval is obtained.
- The Board has the discretion under the RSU plan to permit the acceleration of the vesting date of any RSUs, all in the manner and on the terms as may be authorized by the Board.

In accordance with the policies of the TSX, the RSU Plan will be placed before the Shareholders for ratification and approval of the Shareholders at the Annual and Special Meeting.

As of the date of this Management Proxy Circular, there have been no RSU's issued. As there are currently 29,695,806 Common Shares issuable upon the exercise of outstanding stock options, representing approximately 8.08% of the issued and outstanding Common Shares, there are an aggregate of 7,053,786 RSUs available for issuance, provided however that the number of RSUs available for issuance shall fluctuate with grants (downwards), exercises (upwards), expiries (upwards) and cancellations (upwards) of stock options.

#### **SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS**

The following table sets out information as at the end of the Corporation's most recently completed financial year with respect to compensation plans under which equity securities of the Corporation are authorized for issuance.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders	29,815,306	\$0.45	3,874,020
Equity compensation plans not approved by security holders	Nil	N/A	N/A
<b>Total</b>	29,815,306	\$0.45	3,874,020

#### **INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS**

None of the directors and officers of the Corporation, any proposed management nominee for election as a director of the Corporation or any associate of any director, officer or proposed management nominee is or has been indebted to the Corporation at any time during the last completed financial year.

#### **INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS**

Except as disclosed in this Management Proxy Circular, none of the informed persons of the Corporation (as defined in National Instrument 51-102 – *Continuous Disclosure Obligations*), nor any proposed nominee for election as a director of the Corporation, nor any associate or affiliate of the foregoing persons has any material interest, direct or indirect, in any transaction since the commencement of the Corporation's most recently completed financial year or in any proposed transaction which, in either case, has or will materially affect the Corporation and none of such persons has any material interest in any transaction proposed to be undertaken by the Corporation that will materially affect the Corporation.

#### **MANAGEMENT CONTRACTS**

There are no management functions of the Corporation that are to any substantial degree performed by a person or company other than the directors or executive officers (or private companies controlled by them, either directly or indirectly) of the Corporation.

#### **STATEMENT OF CORPORATE GOVERNANCE PRACTICES**

The Board of Directors of the Corporation considers good corporate governance to be important to the effective operations of the Corporation and to ensure that the Corporation is managed so as to enhance shareholder value. The Board of Directors is responsible for ensuring that the Corporation addresses all relevant corporate governance issues in compliance with the corporate governance guidelines set forth in National Policy 58-201 – *Corporate Governance Guidelines* ("NP 58-201") of the Canadian Securities Administrators.

The Board has carefully considered the Corporate Governance Guidelines set forth in NP 58-201. A description of the Corporation's corporate governance practices is set out in Schedule "A" to this Management Proxy Circular in response to the requirements of National Instrument 58-101 respecting *Disclosure of Corporate Governance Practices* and in the form set forth in Form 58-101F1.

#### **AUDIT COMMITTEE**

Reference is made to the section entitled "Audit Committee" of the Corporation's Annual Information Form ("AIF"), dated April 29, 2020, which contains the information required by section 5.1 and Form 52-110F1 of National Instrument 52-110 – *Audit Committees* ("NI 52-110") of the Canadian Securities Administrators. The Corporation's AIF is available on SEDAR at [www.sedar.com](http://www.sedar.com) and a copy will be provided free of charge, upon request, to any Shareholder of the Corporation.

#### **Charter of the Audit Committee**

The Audit Committee has a formal charter, the text of which is attached to the AIF and Schedule "B" hereto and available online on the Corporation's website at [www.dynacert.com](http://www.dynacert.com). The Audit Committee Charter sets out the mandate and responsibilities of the Audit Committee after careful consideration of NI 52-110 and other applicable policies.

## Composition of Audit Committee

The Audit Committee assists the Board of Directors in fulfilling its responsibilities for oversight of financial and accounting matters. The Audit Committee recommends the auditors to be nominated and reviews the compensation of the auditors. The Audit Committee is directly responsible for overseeing the work of the auditors, must preapprove non-audit services, be satisfied that adequate procedures are in place for the review of the Corporation's public disclosure of financial information extracted or derived from the Corporation's financial statements and must establish procedures for the receipt, retention and treatment of complaints regarding accounting, internal accounting controls or auditing matters. All three of the Directors comprising the Audit Committee are independent within the meaning of NI 52-110. All of the members of the Audit Committee are "financially literate" and have the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Corporation's financial statements.

The following are the current and proposed members of the Audit Committee:

Dr. Elliot Strashin (Chair)	independent	Financially Literate
Dr. Richard Lu	independent	Financially Literate
Wayne Hoffman	independent	Financially Literate

## Relevant Education and Experience

Dr. Elliot Strashin is CEO and President of S. Strashin and Sons Limited, a private real estate development company that he has grown from approximately 50,000 sq. ft. to over 500,000 sq. ft., which now specializes in LEED certified, green development. dynaCERT occupies premises in a Strashin Building. Dr. Strashin obtained his Doctor of Medicine from the University of Toronto in 1980, after which he practised in the community of Elliot Lake. During his tenure in Northern Ontario he began his career in the mineral industry. His involvement with public mining companies continues to this day and he is currently the Chairman of White Metals Resources Corp. Other green initiatives in his resume include co-founding Ellsin Environmental Ltd., which built a prototype tire recycling plant in Sault Saint Marie, Ontario and now is a wholly-owned subsidiary of Environmental Waste International Inc. He is the Chairman of AI Renewables and Green Systems Inc. The former funds green energy projects and the latter develops Ground Source Heat Pump Projects. He is also a partner in Puma Hydrocarbons Inc., a private company whose purpose is to promote and generate sales for green technologies, including dynaCERT products.

Dr. Richard Lu is an experienced CEO with a demonstrated history of working in the renewables and environment industry. His skills include business planning, wind and solar energy, smart grid and manufacturing. Dr. Lu graduated from University of Toronto and holds a Master of Business Administration (MBA) and a Master of Health Science (MHSc). He has been President & CEO of Abundant Solar Energy Inc. since 2013 and prior to that was Managing Director of Sky Solar (Canada) Ltd., VP Business Development of ARISE Technologies Corporation, VP EHS and Chief Conservation Officer of Toronto Hydro Corporation, and Manager, Environment Health & Safety of Enbridge Gas Distribution.

Mr. Hoffman, a Chartered Professional Account (CPA, CA), was appointed as the Chairman of the Board of Directors of the Corporation on March 24, 2014 and as member of the Audit Committee on May 29, 2014. He possesses a strong financial and corporate governance background, having served as Vice-President, Finance at John Deere Limited for 25 years and President of John Deere Credit for over 8 years. Mr. Hoffman was a member of the Corporation's Business Advisory Committee from October 2007 until 2010 and served as President of the Corporation from 2009 to 2010.

## Reliance on Certain Exemptions

At no time since the commencement of the Corporation's most recently completed financial year has the Corporation relied on the exemption in Section 2.4 of NI 52-110 (*De Minimis Non-Audit Services*), or any exemptions identified in Sections 4, 5 or 6 of Form 52-110F1 of NI 52-110.

## Audit Committee Oversight

At no time since the commencement of the Corporation's most recently completed financial year was a recommendation of the Audit Committee of the Corporation to nominate or compensate an external auditor not

adopted by the Board of Directors.

### Pre-Approval Policies and Procedures

The Audit Committee of the Corporation has adopted a specific provision in its policy and procedures for the engagement of non-audit services. The Audit Committee is mandated to pre-approve any non-audit service, if any, to be provided to the issuer or its subsidiary entities by the issuer's external auditor. The Audit Committee of the Corporation reviews the engagement of all audit and non-audit services if warranted or as required.

### External Auditor Service Fees (By Category)

The aggregate fees billed by the Corporation's external auditors in each of the last two fiscal years for audit fees are as follows:

Financial Year Ending	Audit Fees	Audit Related Fees	Tax Fees	All Other Fees
2019	\$100,000 <sup>(1)</sup>	\$7,800	\$5,000	Nil
2018	\$95,000 <sup>(2)</sup>	\$Nil	\$5,000	Nil

#### Notes:

- (1) Represents fees paid for professional services rendered by the Corporation's current auditors, BDO LLP, for the audit of the Corporation's annual financial statements and services provided in connection with statutory and regulatory filings in respect of the 2019 financial year. BDO LLP, Chartered Accountant was appointed as auditor of the Corporation on September 20, 2019.
- (2) Represents fees paid for professional services rendered by the Corporation's former auditors, Ernst & Young LLP, for the audit of the Corporation's annual financial statements and services provided in connection with statutory and regulatory filings in respect of the 2017 and 2018 financial years. Ernst & Young LLP, Chartered Accountants was appointed as auditor of the Corporation on November 29, 2017.

## MATTERS TO BE ACTED UPON AT THE MEETING

### Financial Statements

The financial statements of the Corporation for the year ended December 31, 2019 and the auditors' report thereon accompanying this Management Proxy Circular will be placed before the Shareholders at the Meeting. Shareholders who wish to receive interim financial statements are encouraged to send the enclosed notice to TSX Trust Company. The financial statements of the Corporation for the year ended December 31, 2019 are filed on SEDAR.

### Election of Directors

The term of office of each of the present directors expires at the Meeting. At the Meeting, the Shareholders will be asked to fix the number of directors of the Corporation to be elected at seven (7) members. Management of the Corporation proposes to nominate the persons named below for election as directors of the Corporation at the Meeting, each to serve until the next annual meeting of the Shareholders of the Corporation, unless his office is earlier vacated.

Approval of the election of each director will require the affirmative votes of the holders of not less than half of the votes cast in respect thereof by Shareholders present in person or by proxy at the Meeting. Shareholders can vote for all of the proposed directors set forth herein, vote for some of them and withhold for others, or withhold for all of them. **Unless otherwise instructed, the named proxyholders intend to vote "FOR" the election of each of the proposed nominees set forth below as Directors of the Corporation.** If, prior to the Meeting, any vacancies occur in the list of proposed nominees herein submitted, the persons named in the enclosed form of proxy intend to vote FOR the election of any substitute nominee or nominees recommended by management of the Corporation and FOR the remaining proposed nominees. Management has been informed that each of the proposed nominees listed below is willing to serve as a director if elected.

The following information concerning the proposed nominees has been furnished by each of them:

<b>Name, Province and Country of Residence and Present Office Held</b>	<b>Principal Occupation or Employment</b>	<b>Director Since</b>	<b>Number of Common Shares Beneficially Owned or Controlled<sup>(1)</sup> and % of total issued and outstanding</b>
JAMES PAYNE Ontario, Canada <i>President, Chief Executive Officer and Director</i>	President and CEO of the Corporation. Also, President and CEO of V2R Group Inc., a project management company in the City of Toronto. Director of Lindsey Villages for families with Autism. Member of the Advisory Board of Sparta Capital Ltd.	October 2008	10,232,786 <sup>(5)</sup> (2.78 %)
ROBERT MAIER Ontario, Canada <i>Chief Operating Officer and Director</i>	Chief Operating Officer of the Corporation, Director of Business Development of SPS North America.	February 2015	646,109 (0.18%)
JEAN-PIERRE COLIN <sup>(3)(4)</sup> Ontario, Canada <i>Executive Vice President, Corporate Secretary &amp; Director</i>	Executive Vice-President of the Corporation. Corporate Strategy Consultant to outlier high-growth public companies and their shareholders.	December 2016	Nil (0.0%)
WAYNE HOFFMAN <sup>(2)(4)</sup> Ontario, Canada <i>Chairman of the Board, Director</i>	Retired. Serving as Treasurer of Christians For Israel, Canada.	March 2014	7,797,200 (2.12 %)
RICHARD LU <sup>(2)(3)</sup> Ontario, Canada <i>Director</i>	Independent Consultant in the renewable energy and energy efficiency industry.	January 2014	350,000 (0.10%)
ELLIOT STRASHIN <sup>(2)(3)(4)</sup> Ontario, Canada <i>Director</i>	President of Strashin and Sons Limited, a real estate development company that specializes in certified, green building.	January 2014	10,425,334 <sup>(6)</sup> (2.84%)
AMIR FARAHI Ontario, Canada <i>Director</i>	Government relations professional.	March 2019	Nil (0.0%)

**Notes:**

- (1) The information regarding the number of Common Shares beneficially owned, not being within the knowledge of the Corporation, has been furnished by the respective nominees. These figures do not include any securities that are exercisable for Common Shares.
- (2) Member of the Audit Committee.
- (3) Member of the Compensation and Nominating Committee.
- (4) Member of the Corporate Governance Committee.
- (5) Such shares are held in Mr. Payne's personal name, as well as in a private corporation that he directly or indirectly owns or controls.
- (6) Such shares are held in Mr. Strashin's personal name and the names of immediate family members, as well as in various private corporations that he directly or indirectly owns or controls.

**Majority Voting Policy**

The Board of Directors has adopted a Majority Voting Policy stipulating that in an uncontested election of directors (being an election where the number of nominees for director positions is equal to the number of directors authorized to be elected upon such election, as determined by the Board of Directors or Shareholders), if the number of Common Shares "withheld" for any nominee exceeds the number of Common Shares voted "for" the nominee, then, notwithstanding that such director was duly elected as a matter of corporate law, the director shall be required to forthwith submit his/her resignation as a director (and, as applicable, a member of any committee of the Board of Directors) to the Chairman of the Board of Directors promptly following the applicable Shareholders' meeting,

which shall become effective upon acceptance by the Board of Directors. Following receipt of a resignation submitted pursuant to the Majority Voting Policy, the Corporate Governance Committee of the Board of Directors shall consider the resignation forthwith, and shall make a recommendation to the Board as to whether the resignation should be accepted. The Board of Directors shall review and act on the Committee's recommendation within ninety (90) days of applicable meeting. Except in cases where "exceptional circumstances" apply, it is expected that the Board will accept any such resignation. For this purpose, "exceptional circumstances" means occasions where such resignation would, in the opinion of a majority of the Board of Directors, have a material strategic, economic, commercial, operational or regulatory impact on the Corporation. Where exceptional circumstances apply, the Board may delay accepting the resignation until such time as the "exceptional circumstances" have been fully assessed and addressed to the satisfaction of the Board of Directors. Following the Board of Directors' acceptance of the resignation, the Board of Directors shall publicly disclose the applicable director's resignation. When a resignation is accepted, subject to any corporate law restrictions, the Board of Directors may leave the vacancy unfilled or appoint a new director to fill the vacancy.

#### ***Corporate Cease Trade Orders***

No director or proposed director of the Corporation is, or has been within the past ten years, a director, chief executive officer or chief financial officer of any company (including the Corporation) that, while such person was acting in that capacity:

- (i) was the subject of a cease trade or similar order or an order that denied the company access to any exemptions under securities legislation, that was in effect for a period of more than 30 consecutive days; or
- (ii) was the subject of a cease trade order, an order similar to a cease trade order or an order that denied the company access to any exemptions under securities legislation, that was issued after that individual ceased to be a director or chief executive officer or chief financial officer and which resulted from an event that occurred while such person was acting in a capacity as a director, chief executive or financial officer;

except that during the months of April 2015 and May 2015, the then Chief Financial Officer of the Corporation, Ms. Yumey Fernandez, and the then Chief Executive Officer, Mr. James Payne, were under a management cease trade order as a result of the late release of the audited annual financial statements for the year ended December 31, 2014.

#### ***Corporate Bankruptcies***

No proposed director of the Corporation is, or has been within the past ten years, a director or executive officer of any company (including the Corporation) that, while such person was acting in that capacity, or within a year of that individual ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

#### ***Individual Bankruptcies***

No proposed director of the Corporation is or has, within the ten years prior to the date hereof, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that individual.

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

The current auditors of the Corporation are BDO Canada LLP, Chartered Accountants. Unless otherwise directed, the management designees named in the accompanying instrument of proxy intend to vote in favour of the appointment of BDO Canada LLP, Chartered Accountants, as auditors of the Corporation, to hold office until the close of the next annual meeting, at a remuneration to be determined by the Board of Directors of the Corporation. BDO Canada LLP was first appointed on August 12, 2019. Approval of the appointment of the auditors will require the affirmative votes of the holders of not less than half of the votes cast in respect thereof by Shareholders present in person or by proxy at the Meeting.

**Unless instructed otherwise, the management designees in the accompanying Instrument of Proxy intend to vote "FOR" the resolution.**

## **Ratification and Approval of Amended and Restated Stock Option Plan**

During the Meeting, the Corporation's Shareholders will be invited to consider and, if deemed advisable, to adopt, with or without amendment, a resolution concerning the approval of the Corporation's amended and restated stock option plan (the "Option Plan"). Pursuant to the Company Manual of the Toronto Stock Exchange (the "TSX" or the "Exchange"), shareholder approval is required for certain amendments to the Option Plan. The amendments to the Corporation's Option Plan are mainly to provide for the following: 1. to reflect the listing of the Corporation's common shares on the TSX rather than on the TSX Venture Exchange ("TSXV"); 2. to fix the maximum percentage of securities available to insiders under the Plan; and 3. other clerical changes of a housekeeping nature.

In accordance with the Option Plan, the Corporation may grant options to purchase a maximum number of the Common Shares corresponding to ten percent (10%) of the number of outstanding Common Shares from time to time. The number of Common Shares that can be reserved in accordance with the Option Plan automatically increases or decreases according to the increase or decrease of the number of the Common Shares issued and outstanding. It is therefore considered a "rolling" plan. Pursuant to the TSX Company Manual, all unallocated stock options under the Option Plan must be approved every three years by the Corporation's Shareholders at a duly called meeting of Shareholders of the Corporation. To be validly adopted, the resolution must be adopted by a simple majority of the votes cast by the Shareholders present or represented by proxyholder at the Meeting. For informative purposes, as of the date of this Management Proxy Circular, 36,749,592 Common Shares represent ten percent (10%) of the outstanding Common Shares. The text of the Option Plan is set out in Schedule "B" to this Management Proxy Circular. A more detailed description of the Option Plan can be found under "Statement of Executive Compensation – Stock Option Plans and Other Incentive Plans – Stock Option Plan".

Management of the Corporation will place before the Meeting the following resolution relating to the approval of the Option Plan:

### **"BE IT RESOLVED, AS AN ORDINARY RESOLUTION, THAT:**

1. The Corporation's Option Plan be and is hereby ratified, confirmed and approved in substantially the form attached as Schedule "C" to the Management Proxy Circular prepared for the purposes of this Meeting, subject to acceptance by the TSX;
2. All amendments to the Option Plan be and are hereby authorized and approved;
3. The Corporation be authorized to grant stock options for up to ten percent (10%) of the Common Shares of the Corporation outstanding from time to time pursuant and subject to the terms and conditions of the Option Plan, provided that the number of Common Shares to be reserved and authorized for issuance pursuant to options granted under the Option Plan and all other compensation plans of the Corporation (including the Restricted Share Unit Plan) shall not (collectively) exceed ten percent (10%) of the total number of issued and outstanding Common Shares of the Corporation;
4. The previous existing stock options granted to directors, officers, employees and others be ratified, confirmed and approved; and that all existing stock options becoming subject to the provisions of the Option Plan upon adoption by the Corporation;
5. All unallocated options be and are hereby approved for issuance under the Option Plan;
6. The Corporation shall have the ability to continue granting options under the Corporation's Option Plan until December 3, 2023, which is three years from the date of the shareholder meeting at which shareholder approval is being sought;
7. The Board of Directors be authorized on behalf of the Corporation to make any amendments to the Option Plan as may be required by any regulatory authorities or stock exchanges, without further approval of the shareholders of the Corporation, in order to ensure adoption of its Option Plan;
8. Notwithstanding that this resolution has been duly passed by the shareholders of the Corporation, without further resolution of shareholders, approval is hereby given to the Board of Directors of the Corporation, in their sole discretion, to revoke this resolution at any time and to refrain from implementing the Option Plan; and
9. Any one director or officer of the Corporation be and he is hereby authorized and directed to do all such acts and things and to execute and deliver under the corporate seal or otherwise all such deeds, documents, instruments and assurances as in such director's opinion may be necessary or desirable to give effect to this resolution."

**Unless instructed otherwise, the management designees in the accompanying Instrument of Proxy intend to vote "FOR" the foregoing resolution.**

### **Approval of RSU Plan**

On October 16, 2020, the Board of Directors approved and implemented the Corporation's Restricted Share Unit Plan (the "RSU Plan"). The RSU Plan is subject to acceptance by the TSX and approval and ratification of the Corporation's Shareholders. At the Annual and Special Meeting the Corporation's Shareholders will be asked to pass an ordinary resolution ratifying and approving the RSU Plan. Pursuant to the TSX Company Manual, all unallocated RSUs under the RSU Plan must be approved every three years by the Corporation's Shareholders at a duly called meeting of the Shareholders of the Corporation. To be validly adopted, the resolution must be adopted by a simple majority of the votes cast by the Shareholders present or represented by proxyholder at the Meeting. The text of the RSU Plan is set out in Schedule "D" to this Management Proxy Circular. A more detailed description of the RSU Plan can be found under "Statement of Executive Compensation – Stock Option Plans and Other Incentive Plans – RSU Plan".

Management of the Corporation will place before the Meeting the following resolution relating to the approval of the RSU Plan:

#### **"BE IT RESOLVED, AS AN ORDINARY RESOLUTION THAT:**

1. dynaCERT Inc.'s (the "Corporation") restricted share unit plan (the "RSU Plan") be and is hereby ratified, confirmed and approved in substantially the form attached as Schedule "D" to the management information circular and proxy statement of the Corporation dated October 16, 2020 (the "Circular"), subject to acceptance by The Toronto Stock Exchange;
2. The Corporation be is hereby authorized to reserve for issuance a number of restricted share units ("RSUs") as is equal to up to ten percent (10%) of the Common Shares of the Corporation outstanding from time to time pursuant and subject to the terms and conditions of the RSU Plan, provided that the number of Common Shares to be reserved and authorized for issuance pursuant to RSUs granted under the RSU Plan and all other compensation plans of the Corporation (including the Option Plan) shall not (collectively) exceed ten percent (10%) of the total number of issued and outstanding Common Shares of the Corporation;
3. All unallocated RSUs be and are hereby approved for issuance under the RSU Plan;
4. The Corporation shall have the ability to continue granting RSUs under the Corporation's RSU Plan until December 3, 2023, which is three years from the date of the shareholder meeting at which shareholder approval is being sought;
5. The Board of Directors of the Corporation be authorized on behalf of the Corporation to make any amendments to the RSU Plan as may be required by regulatory authorities, without further approval of the shareholders of the Corporation;
6. Notwithstanding that this resolution has been duly passed by the shareholders of the Corporation, without further resolution of shareholders, approval is hereby given to the Board of Directors of the Corporation, in their sole discretion, to revoke this resolution at any time and to refrain from implementing the RSU Plan; and
7. Any one director or officer of the Corporation be and he is hereby authorized and directed to do all such acts and things and to execute and deliver under the corporate seal or otherwise all such deeds, documents, instruments and assurances as in his opinion may be necessary or desirable to give effect to this resolution."

**Unless instructed otherwise, the management designees in the accompanying Form of Proxy intend to vote "FOR" the foregoing resolution.**

#### **ADDITIONAL INFORMATION**

Additional information relating to the Corporation is available through the internet on the Canadian System for Electronic Document Analysis and Retrieval (SEDAR) which can be accessed at [www.sedar.com](http://www.sedar.com).

**SCHEDULE "A"**

*dynaCERT INC.*

**STATEMENT OF CORPORATE GOVERNANCE PRACTICES**

**CORPORATE GOVERNANCE DISCLOSURE (FORM 58-101F1)**

**1. Board of Directors**

- a. Disclose the identity of directors who are independent

*Messrs. Wayne Hoffman, Richard Lu, Elliot Strashin and Amir Farahi are independent as defined in National Instrument 52-110 – Audit Committees ("NI 52-110"), in that they are 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 interests of the Corporation, other than interests and relationships arising from shareholding.*

- b. Disclose the identity of directors who are not independent, and describe the basis for that determination.

*Messrs. James Payne, Robert Maier and Jean-Pierre Colin are not independent as defined under NI 52-110 as they are senior executive officers of the Corporation.*

- c. Disclose whether or not a majority of directors are independent. If a majority of directors are not independent, describe what the board of directors (the "Board") does to facilitate its exercise of independent judgement in carrying out its responsibilities.

*A majority of the directors are independent.*

- d. If a director is presently a director of any other issuer that is a reporting issuer (or the equivalent) in a jurisdiction or a foreign jurisdiction, identify both the director and the other issuer.

*The following current and proposed directors of the Corporation presently serve as directors of other reporting issuers (all of which are in Canada):*

<b><i>Director</i></b>	<b><i>Reporting Issuer</i></b>
<i>Elliot Strashin (current &amp; proposed)</i>	<i>White Metal Resources Corp. (TSX-V: WHM)</i>
<i>Jean-Pierre Colin (current &amp; proposed)</i>	<i>Sego Resources Inc. (TSX-V: SGZ) White Metal Resources Corp. (TSX-V: WHM)</i>

- e. Disclose whether or not the independent directors hold regularly scheduled meetings at which non-independent directors and members of management are not in attendance. If the independent directors hold such meetings, disclose the number of meetings held since the beginning of the issuer's most recently completed financial year. If the independent directors do not hold such meetings, describe what the Board does to facilitate open and candid discussion among its independent directors.

*The independent directors of the Board do not hold formal, regularly scheduled meetings of independent directors, but do, from time to time, hold private discussions among independent*

directors. *The Board encourages open and candid discussions among all Board members, whether independent or not.*

- f. Disclosure whether or not the chairman of the Board is an independent director. If the Board has a chair or lead director who is an independent director, disclose the identity of the independent chair or lead director, and describe his or her role and responsibilities. If the Board has neither a chair that is independent nor a lead director that is independent, describe what the Board does to provide leadership for its independent directors.

*The Chairman of the Board (Wayne Hoffman) is an independent director. He is not an employee and does not serve in such role in a full time capacity. The Chairman provides independent leadership to the Board with respect to corporate governance and to the performance of the responsibilities included in the mandate of the Board. The Chairman is primarily responsible for the management and effective performance of the Board. He directs and guides the Board on all aspects of its mandate.*

- g. Disclose the attendance record of each director for all Board meetings held since the beginning of the issuer's most recently completed financial year.

*James Payne – 8/8 (100%)*

*Robert Maier – 8/8 (100%)*

*Wayne Hoffman – 8/8 (100%)*

*Richard Lu – 8/8 (100%)*

*Elliot Strashin – 8/8 (100%)*

*Jean-Pierre Colin – 8/8 (100%)*

*Amir Farahi – 8/8 (100%)*

2. **Board Mandate** – Disclose the text of the Board's written mandate. If the Board does not have a written mandate, describe how the Board delineates its role and responsibilities.

*The Board does have a written mandate, a copy of which is available at the Corporation's website, [www.dynacert.com](http://www.dynacert.com). The mandate emphasizes that the Board is responsible for the supervision of the management of the business and affairs of the Corporation, both directly and through committees of the Board.*

3. **Position Descriptions**

- a. Disclose whether or not the Board has developed written position descriptions for the chair and the chair of each Board committee. If the Board has not developed written position descriptions for the chair and/or the chair of each Board committee, briefly describe how the Board delineates the role and responsibilities of each such position.

*The Corporation has a written position mandate for the Chairman and written mandates for each of the committees of the Board, which include specific descriptions of the role/duties of the chairperson of each such committee. Copies of such written mandates are available at the Corporation's website, [www.dynacert.com](http://www.dynacert.com). The Chairman of the Board or of the Board committee (as applicable) is responsible for the management and effective performance of the Board or the Board committee, as applicable. Each committee chairman directs and guides the committee on all aspects of its mandate and takes all reasonable measures to ensure that the committee fulfills its responsibilities.*

- b. Disclose whether or not the Board and Chief Executive Officer have developed a written position description for the Chief Executive Officer. If the Board and Chief Executive Officer have not developed such a position description, briefly describe how the Board delineates the role and responsibilities of the Chief Executive Officer

*The Corporation has developed a written mandate for the Chief Executive Officer position, a copy of which is available at the Corporation's website, [www.dynacert.com](http://www.dynacert.com). The Chief Executive Officer is responsible for managing the business and affairs of the Corporation within the corporate policies and mandates and authority limitations established by the Board.*

#### 4. **Orientation and Continuing Education**

- a. Briefly describe what measures the Board takes to orient new directors regarding
  - i. the role of the Board, its committees and its directors, and
  - ii. the nature and operation of the issuer's business.

*The directors individually and as a group are encouraged to read and discuss the wide range of articles and papers on the evolving issues of corporate governance and securities regulatory matters. From time to time, the CEO and the Corporate Secretary may circulate matters of such relevance to the Board. As it relates specifically to the Corporation's business, certain directors have attended trucking trade shows while others stay current with the hydrogen industry by reading publications and conducting numerous discussions with scientific experts involved in various aspects of the Corporation's business. New directors are educated on the process, the technology and the market, while existing directors are kept up to date in this area. To provide orientation to new directors regarding the role of the Board and its audit committee, the Board provides copies of the Corporation's committee mandates and corporate policies and discusses the role of management in the Corporation's operations. To orient new directors on the nature and operation of the Corporation's business, the Board provides new directors with copies of the most recent public filings of the Corporation.*

- b. Briefly describe what measures, if any, the Board takes to provide continuing education for its directors. If the Board does not provide continuing education, describe how the Board ensures that its directors maintain the skill and knowledge necessary to meet their obligations as directors.

*Orientation and education of directors is an ongoing matter. As such, ongoing informal discussions between management and members of the Board are encouraged and visits to the Corporation's operations are organized. From time to time, the Chief Executive Officer meets with individual directors to update them on issues relating to the business and, in between Board meetings, the Chief Executive Officer also provides updates to the directors regarding the Corporation's business to ensure that the directors maintain the knowledge regarding the Corporation and its industry necessary for them to meet their obligations as directors. Directors are individually responsible for updating their skills necessary to meet their obligations as directors.*

#### 5. **Ethical Business Conduct**

- a. Disclose whether or not the Board has adopted a written code for the directors, officers and employees. If the Board has adopted a written code:

*The Board is responsible for promoting an ethical business culture and fostering an environment that emphasises compliance. To that end, the Board has approved a "Code of Business Conduct Ethics" and has also developed a Whistleblower Policy. To facilitate and promote proper business ethics, the Corporation encourages company personnel to adhere to the Corporation's Code of Business Ethics and to promptly report any problems or concerns to their supervisor, or if that is not possible or does not resolve the matter, up the chain of management in accordance with the Whistleblower Policy.*

- i. disclose how a person or Corporation may obtain a copy of the code;

*A copy of the "Code of Business Conduct Ethics" and/or the Whistleblower Policy can be obtained from the Corporate Secretary of the Corporation at any time. Written requests should be submitted to the attention of the Corporate Secretary at the main office of the Corporation.*

- ii. describe how the Board monitors compliance with its code, or if the Board does not monitor compliance, explain whether and how the Board satisfies itself regarding compliance with its code; and

*All directors, officers and employees are provided with a copy of the "Code of Business Conduct Ethics" and the Whistleblower Policy and are required to provide written certification that they have read the foregoing and provide certain additional covenants, such as agreeing to report actual or potential violations.*

- iii. provide a cross-reference to any material change report filed since the beginning of the issuer's most recently completed financial year that pertains to any conduct of a director or executive officer that constitutes a departure from the code.

*None.*

- b. Describe any steps the Board takes to ensure directors exercise independent judgement in considering transactions and agreements in respect of which a director or executive officer has a material interest.

*In the event any transactions or agreements occur in respect of which a director or executive officer has a material interest, that director or officer is expected to disclose such interest to the Board in compliance with the applicable laws, rules and policies which govern conflicts of interest in connection with such transaction or any agreement related thereto. Such conflict shall initially be reviewed by the Corporate Governance Committee and is then submitted to the Board of Directors. The Board may implement any measures that it finds necessary in order to ensure the exercise of independent judgment. In the event that a director has a material interest in any transaction or agreement, such director will abstain from voting in that regard.*

- c. Describe any other steps the Board takes to encourage and promote a culture of ethical business conduct.

*The Corporation is committed to promote the highest standard of ethics and integrity in the pursuance of all of its activities. Furthermore, the directors, officers and employees of the Corporation are expected to act and to hold their office within the best interests of the Corporation. The Corporation expects that all directors shall act in compliance of all laws and regulations applicable to their office as director of the Corporation.*

## 6. **Nomination of Directors**

- a. Describe the process by which the Board identifies new candidates for Board nomination.

*The nomination of new candidates for Board nomination is determined by discussions among members of the Board and management. Any new appointee or nominee to the Board of Directors must have a favourable track record in general business management, special expertise in areas of strategic interest to the Corporation, the ability to devote the time required and a willingness to serve as a director. When required, the Board meets to consider any vacancies on the Board or the desirability of additional members of the Board. Members of the Board are canvassed with respect to the qualifications of all potential candidates and each candidate is evaluated with respect to his or her experience and expertise, with particular attention paid to those areas of expertise that complement and enhance current management and the Board. The Board also*

*assesses all board qualifications and experience, any potential conflicts, independence or time commitment concerns the candidate may present.*

- b. Disclose whether or not the Board has a nominating committee composed entirely of independent directors. If the Board does not have a nominating committee composed entirely of independent directors, describe what steps the Board takes to encourage an objective nomination process.

*The Board has a Compensation and Nomination Committee, composed of three directors, the majority of whom are independent (within the meaning of NI 52-110). The Committee reviews and vets the credentials of all candidates, including their financial literacy, familiarity with the Corporation's business and markets, overall representation of shareholder interests, etc. The Board as a whole then makes decisions regarding nominations.*

- c. If the Board has a nominating committee, describe the responsibilities, powers and operation of the nominating committee.

*The Compensation and Nomination Committee shall identify and make recommendations with respect to qualified candidates for nomination as directors. Proposed nominations are subject to review and approval from the Board. Such Committee shall also consider, from time to time, the desirable number of directors to serve on the Board.*

## 7. **Compensation**

- a. Describe the process by which the Board determines the compensation for the issuer's directors and officers.

*On an annual basis, the Compensation and Nomination Committee evaluates the adequacy of compensation of the directors and executive officers. After review and analysis, the Compensation and Nomination Committee recommends the compensation of the directors and executive officers to the Board for approval.*

- b. Disclose whether or not the Board has a compensation committee composed entirely of independent directors. If the Board does not have a compensation committee composed entirely of independent directors, describe what steps the Board takes to ensure an objective process for determining such compensation.

*The Board has a Compensation and Nomination Committee, composed of three directors, the majority of whom are independent (within the meaning of NI 52-110). The non-independent committee member recuses himself from all discussions and decisions pertaining to his own compensation and remuneration.*

- c. If the Board has a compensation committee, describe the responsibilities, powers and operation of the compensation committee.

*The Compensation and Nomination Committee reviews the compensation of the directors and senior officers of the Corporation. The Compensation and Nomination Committee reviews and makes recommendations to the Board regarding the granting of stock option awards, compensation for senior officers, including the CEO and directors' fees, if any, from time to time. Market comparisons as well as evaluation of similar positions in different industries in the same geography and industry as well as past performance, outstanding and exceptional personal qualification, implementation of corporate achievements, experience and duties are among the criteria used in determining compensation for officers, as well as the Corporation's resources and working capital. Compensation of the directors is determined by considering the relative responsibilities of the directors in serving on the Board and its various committees.*

8. **Other Board Committees** – If the Board has standing committees other than the audit, compensation and nominating committees, identify the committees and describe their function.

*Other than the Audit Committee and the Compensation and Nominating Committee, the Board has also created the Corporate Governance Committee.*

*The Corporate Governance Committee is composed of three directors, two of whom are independent. The committee assists the Board with respect to corporate governance matters. Its functions include monitoring on a continuing basis and, whenever considered appropriate, making recommendations to the Board concerning the corporate governance of the Corporation and reviewing the corporate governance sections of the Corporation's management information circular distributed to shareholders, including the statement of corporate governance practices. The committee also is responsible for reviewing related party transactions, board composition, board effectiveness, committee structure and the Code of Conduct and Ethics.*

9. **Assessments** – Disclose whether or not the Board, its committees and individual directors are regularly assessed with respect to their effectiveness and contribution. If assessments are regularly conducted, describe the process used for the assessments. If assessments are not regularly conducted, describe how the Board satisfies itself that the Board, its committees, and its individual directors are performing effectively.

*At present, the Corporate Governance Committee is responsible for assessing the effectiveness of the Board, the individual directors and each of the Board's committees (the Audit Committee, the Compensation and Nominating Committee and the Corporate Governance Committee). Generally, agendas are discussed, minutes of meetings are taken and approved at subsequent meetings and attendance, participation and board matters, responsibilities and duties requiring follow-up are recorded. Directors communicate and discuss with each other usually weekly, but often more frequently, and have input on all such matters on a regular basis and also informally assess the performance of the Corporation throughout the year.*

10. **Director Term Limits** – Disclose whether or not the issuer has adopted term limits for the directors on its board or other mechanisms of board renewal and, if so, include a description of those director term limits or other mechanisms of board renewal. If the issuer has not adopted director term limits or other mechanisms of board renewal, disclose why it has not done so.

*It is proposed that each of the persons elected as a director at the Meeting will serve until the close of the next annual meeting of the Corporation or until their respective successor is elected or appointed. The Board did not deem appropriate to adopt term limits for the mandates of its members as the Board believes that the renewal of a member's mandate is neither a matter of age nor the number of years that the director has served on the Board, but rather the director's contribution to the orientation, management, development, growth and profitability of the Corporation, in keeping with the highest standards of integrity.*

11. **Policies Regarding the Representation of Women on the Board**

- a. Disclose whether the issuer has adopted a written policy relating to the identification and nomination of women directors. If the issuer has not adopted such a policy, disclose why it has not done so.

*The Corporation has not adopted a written policy specifically relating to the identification and nomination of women directors, as the Corporation is not in a position to predict with assurance the Board's future turnover rate and needs in relation thereto. Women directors may be nominated for appointment or election to the Board from time to time as new positions are opened up. All candidates must meet the leadership criteria, have the necessary skills and meet the independence criteria that the Board has fixed in order to contribute to the development of the Corporation.*

- b. If an issuer has adopted a policy referred to in (a), disclose the following in respect of the policy:
  - i. a short summary of its objectives and key provisions,
  - ii. the measures taken to ensure that the policy has been effectively implemented,
  - iii. annual and cumulative progress by the issuer in achieving the objectives of the policy, and
  - iv. whether and, if so, how the board or its nominating committee measures the effectiveness of the policy.

N/A

12. **Consideration of the Representation of Women in the Director Identification and Selection Process** – Disclose whether and, if so, how the board or nominating committee considers the level of representation of women on the board in identifying and nominating candidates for election or re-election to the board. If the issuer does not consider the level of representation of women on the board in identifying and nominating candidates for election or re-election to the board, disclose the issuer's reasons for not doing so.

*In identifying and nominating candidates for election or reelection to the Board, the Board considers a number of factors, including the level of representation of women, to contribute to diversity within the Board. All nominations for a directorship will always be based on the expertise of the candidate, the needs of the Board and the Corporation at any given moment in time.*

13. **Consideration Given to the Representation of Women in Executive Officer Appointments** – Disclose whether and, if so, how the issuer considers the level of representation of women in executive officer positions when making executive officer appointments. If the issuer does not consider the level of representation of women in executive officer positions when making executive officer appointments, disclose the issuer's reasons for not doing so.

*The Corporation does consider the level of representation of women in executive officer positions in the context of new appointments by taking into consideration candidates' skills, functional experience, background, personal qualities and knowledge desired at that particular time.*

14. **Issuer's Targets Regarding the Representation of Women on the Board and in Executive Officer Positions**

- a. For purposes of this item, a "target" means a number or percentage, or a range of numbers or percentages, adopted by the issuer of women on the issuer's board or in executive officer positions of the issuer by a specific date.
- b. Disclose whether the issuer has adopted a target regarding women on the issuer's board. If the issuer has not adopted a target, disclose why it has not done so.

*The Corporation has not established a target regarding the representation of women on the Board, as the Corporation has determined that appropriate skills and experience must remain the primary criteria for nomination to the Board, and to guard against any perception that directors may have been nominated solely or primarily on the basis of gender.*

- c. Disclose whether the issuer has adopted a target regarding women in executive officer positions of the issuer. If the issuer has not adopted a target, disclose why it has not done so.

*The Corporation has not set a target regarding the representation of women in executive officer positions. Given the comparatively small size of its executive team, the Corporation believes that implementing targets would not be beneficial to its interests at this time.*

- d. If the issuer has adopted a target referred to in either (b) or (c), disclose:
  - i. the target, and

- ii. the annual and cumulative progress of the issuer in achieving the target.

N/A

**15. Number of Women on the Board and in Executive Officer Positions**

- a. Disclose the number and proportion (in percentage terms) of directors on the issuer's board who are women.

*There are currently no women acting as a director of the Corporation, being 0% of the total.*

- b. Disclose the number and proportion (in percentage terms) of executive officers of the issuer, including all major subsidiaries of the issuer, who are women.

*There are currently no women holding executive officer positions of the Corporation.*

**Other Board Committees**

The Board has three committees: the Audit Committee, the Compensation and Nominating Committee and the Corporate Governance Committee. The Corporate Governance Committee has the mandate to monitor the implementation and management of such actions or measures, or of corporate policies and guidelines adopted by regulatory authorities or the Board. It is also responsible for establishing practices which must be followed and should be in line with corporate governance rules and guidelines in effect from time to time by relevant authorities. The committee is also responsible for recommending to the Board in the assessment of the performance of executive officers, of the Board and its committees and of individual directors.

## **SCHEDULE "B"**

### *dynaCERT INC.*

#### **AUDIT COMMITTEE CHARTER**

##### **MANDATE OF THE AUDIT COMMITTEE**

###### **1. Purpose**

The Audit Committee (the "Committee") is appointed by the Board of Directors (the "Board") of dynaCERT Inc. (the "**Corporation**") to assist the Board in fulfilling its obligations relating to the integrity of the internal financial controls and financial reporting of the Corporation.

###### **2. Composition**

- a) The Committee shall be composed of three or more directors as designated by the Board from time to time.
- b) The Chair of the Committee shall be designated by the Board from among the members of the Committee.
- c) The members of the Committee shall meet all applicable securities laws, instruments, rules and policies and regulatory requirements and their respective applicable exemptions (collectively "Applicable Laws"), including those relating to independence and financial literacy subject to applicable exemptions under Applicable Laws. Accordingly, each member shall be independent and financially literate within the meaning of Applicable Laws, subject to applicable exemptions.
- d) Each member of the Committee shall be appointed by, and serve at the pleasure of, the Board. The Board may fill vacancies in the Committee by appointment from among the Board.

###### **3. Meetings**

- a) The Committee shall meet at least quarterly in each financial year of the Corporation. The Committee shall meet otherwise at the discretion of the Chair or a majority of the members or as may be required by Applicable Laws.
- b) A majority of the members of the Committee shall constitute a quorum.
- c) The Committee shall hold an in-camera session, without any senior officers present at such session, at each meeting where a review of the interim and annual financial statements of the Corporation is discussed or when requested by a member of the Committee on an ad hoc basis.
- d) The time and place at which meetings of the Committee are to be held, and the procedures at such meetings, will be determined from time to time by the Chair. A meeting of the Committee may be called by notice, which may be given by written notice, telephone, facsimile, email or other communication equipment, given at least 48 hours prior to the time of the meeting, provided that no notice of a meeting shall be necessary if all of the members are present either in person or by means of conference telephone or if those absent waive notice or otherwise signify their consent to the holding of such meeting.
- e) Members may participate in a meeting of the Committee by means of conference telephone or other communication equipment and, if so, such members are deemed to be in attendance of the Meeting.
- f) The Committee shall keep minutes of all meetings which shall be available for review by the Board.
- g) The Committee may appoint any individual, who need not be a member, to act as the secretary at any meeting.
- h) The Committee may invite such directors, senior officers and other employees of the Corporation and such other advisors and persons as is considered advisable to attend any meeting of the Committee.
- i) Any matter to be determined by the Committee shall be decided by a majority of the votes cast from those Members in attendance at a meeting of the Committee called for such purpose. Any action of the Committee may also be taken by an instrument or instruments in writing signed by all of the members of

the Committee (including in counterparts) and any such action shall be as effective as if it had been decided by a majority of the votes cast at a meeting of the Committee called for such purpose.

- j) The Committee shall report at once its determinations and recommendations to the Board.

#### **4. Resources and Authority**

The Committee has the authority to:

- a) engage, at the expense of the Corporation, independent counsel and other experts or advisors as is considered advisable;
- b) determine and pay the compensation for any independent counsel and other experts and advisors retained by the Committee;
- c) communicate directly with the independent auditor of the Corporation (the "Independent Auditor");
- d) conduct any appropriate investigation;
- e) request the Independent Auditor, any senior officer or other employee, or outside counsel for the Corporation, to attend any meeting of the Committee or to meet with any members of, or independent counsel or other experts or advisors to, the Committee; and
- f) have unrestricted access to the books and records of the Corporation.

#### **5. Responsibilities**

##### ***Financial Accounting, Internal Controls and Reporting Process***

The Committee is responsible for:

- (a) reviewing management's report on, and assessing the integrity of, the internal controls over the financial reporting of the Corporation and monitoring the proper implementation of such controls;
- (b) reviewing and recommending for approval by the Board the quarterly unaudited financial statements, management's discussion and analysis ("MD&A") thereon and the other financial disclosure related thereto required to be reviewed by the Committee by Applicable Laws;
- (c) reviewing and reporting to the Board on the annual audited financial statements, the MD&A thereon and the other financial disclosure related thereto required to be reviewed by the Committee by Applicable Laws;
- (d) monitoring the conduct of the audit function;
- (e) discussing and meeting with, when considered advisable to do so and in any event no less frequently than annually, the Independent Auditor, the Chief Financial Officer (the "CFO") and any other senior officer or other employee which the Committee wishes to meet with, to review accounting principles, practices, judgments of management, internal controls and such other matters as the Committee considers appropriate; and
- (f) reviewing any post-audit or management letter containing the recommendations of the Independent Auditor and management's response thereto and monitoring any subsequent follow-up to any identified financial reporting or audit related weaknesses.
- (g) pre-approve all non-audit services to be provided to the issuer or its subsidiary entities by the issuer's external auditor or Independent Auditor.

##### ***Public Disclosure***

The Committee shall:

- (a) review the quarterly and annual financial statements, the related MD&A, quarterly and annual earnings press releases, if any, and any other public disclosure documents that are required to be reviewed by the Committee under Applicable Laws; and

- (b) review the procedures which are in place for the review of the public disclosure by the Corporation of financial information extracted or derived from the financial statements of the Corporation and periodically assess the adequacy of such procedures.

### ***Risk Management***

- (a) The Committee should inquire of the senior officers and the Independent Auditor as to the significant risks or exposures, both internal and external, to which the Corporation is subject, and review the actions which the senior officers have taken to address such risks. In conjunction with the Corporate Governance Committee of the Board, the Committee should annually review the Directors' and Officers' Third-Party Liability Insurance of the Corporation.

### ***Corporate Conduct***

The Committee should ensure that there is an appropriate standard of corporate conduct relating to the internal controls and financial reporting of the Corporation.

The Committee should establish procedures for:

- (a) the receipt, retention and treatment of complaints received by the Corporation regarding accounting, internal accounting controls and auditing matters; and
- (b) the confidential, anonymous submission by employees of concerns regarding questionable accounting or auditing matters.

### ***Independent Auditor***

- (a) The Committee shall recommend to the Board, for appointment by shareholders, a firm of external auditors to act as the Independent Auditor and shall monitor the independence and performance of the Independent Auditor. The Committee shall arrange and attend, as considered appropriate and at least annually, a private meeting with the Independent Auditor and shall review and recommend to the Board the remuneration of Independent Auditor.
- (b) The Committee should resolve any otherwise unresolved disagreements between the senior officers and the Independent Auditor regarding the internal controls or financial reporting of the Corporation.
- (c) The Committee should pre-approve all audit and non-audit services that are not prohibited by law (including Applicable Laws) to be provided by the Independent Auditor. The Committee may, and is authorized to, pre-approve non-audit services provided by the Independent Auditor up to a maximum cost of \$25,000 per engagement.
- (d) The Committee should review the audit plan of the Independent Auditor, including the scope, procedures and timing of the audit.
- (e) The Committee should review the results of the annual audit with the Independent Auditor, including matters related to the conduct of the audit.
- (f) The Committee should obtain timely reports from the Independent Auditor describing critical accounting policies and practices applicable to the Corporation, the alternative treatment of information within GAAP and IFRS that were discussed with the CFO, the ramifications thereof, and the Independent Auditor's preferred treatment and should review any material written communications between the Corporation and the Independent Auditor.
- (g) The Committee should review the fees paid by the Corporation to the Independent Auditor and any other professionals in respect of audit and non-audit services on an annual basis.
- (h) The Committee should review and approve the Corporation's hiring policy regarding partners, employees and former partners and employees of the present and any former Independent Auditor.
- (i) The Committee should monitor and assess the relationship between the senior officers and the Independent Auditor and monitor the independence and objectivity of the Independent Auditor.

### ***Other Responsibilities***

- (a) The Committee should review and assess the adequacy of this mandate (of the Audit Committee) from time to time and at least annually and submit any proposed amendments to the Board for consideration.
- (b) The Committee should perform any other activities consistent with this mandate and Applicable Laws as the Committee or the Board considers advisable.

### **6. Chair**

The Chair of the Committee should:

- (a) provide leadership to the Committee and oversee the function of the Committee;
- (b) chair meetings of the Committee, unless not present, including in-camera sessions, and report to the Board following each meeting of the Committee on the activities and any recommendations and decisions of the Committee and otherwise at such times and in such manner as the Chair considers advisable;
- (c) ensure that the Committee meets at least quarterly per financial year of the Corporation and otherwise as is considered advisable;
- (d) in consultation with the Chairman of the Board and the members, establish dates for holding meetings of the Committee;
- (e) set the agenda for each meeting of the Committee with input from other members, the Chairman of the Board, the Lead Director, if any, and any other appropriate individuals;
- (f) ensure that Committee materials are available to any director upon request;
- (g) act as liaison and maintain communication with the Chairman of the Board, the Lead Director, if any, and the Board to co-ordinate input from the Board and to optimize the effectiveness of the Committee;
- (h) report annually to the Board on the role of the Committee and the effectiveness of the Committee in contributing to the effectiveness of the Board;
- (i) assist the members of the Committee to understand and comply with the responsibilities contained in this mandate;
- (j) foster ethical and responsible decision making by the Committee;
- (k) together with the Corporate Governance and the Nominating Committee (if any), oversee the structure, composition and membership of, and activities delegated to, the Committee from time to time;
- (l) ensure appropriate information is provided to the Committee by the senior officers to enable the Committee to function effectively and comply with this mandate;
- (m) ensure that appropriate resources and expertise are available to the Committee;
- (n) ensure that the Committee considers whether any independent counsel or other experts or advisors retained by the Committee are appropriately qualified and independent in accordance with Applicable Laws and exemptions thereto;
- (o) facilitate effective communication between the members of the Committee and the senior officers and encourage an open and frank relationship between the Committee and the Independent Auditor;
- (p) attend, or arrange for another member of the Committee to attend, each meeting of the shareholders of the Corporation to respond to any questions from shareholders that may be asked of the Committee; and
- (q) perform such other duties as may be delegated to the Chair by the Committee or the Board from time to time.

## SCHEDULE "C"

### *dynaCERT INC.*

#### STOCK OPTION PLAN

##### 1. **The Plan**

A stock option plan (the "Plan"), pursuant to which options to purchase common shares, or such other shares as may be substituted therefor ("Shares"), in the capital of *dynaCERT Inc.* (the "Corporation") may be granted to the directors, officers and employees of the Corporation and to consultants retained by the Corporation, is hereby established on the terms and conditions set forth herein.

##### 2. **Purpose**

The purpose of this Plan is to advance the interests of the Corporation by encouraging the directors, officers and employees of the Corporation and consultants retained by the Corporation to acquire Shares, thereby: (i) increasing the proprietary interests of such persons in the Corporation; (ii) aligning the interests of such persons with the interests of the Corporation's shareholders generally; (iii) encouraging such persons to remain associated with the Corporation; and (iv) furnishing such persons with an additional incentive in their efforts on behalf of the Corporation.

##### 3. **Administration**

- (a) This Plan shall be administered by the board of directors of the Corporation (the "Board").
- (b) Subject to the terms and conditions set forth herein, the Board is authorized to provide for the granting, exercise and method of exercise of Options (as defined in paragraph 3(d) below), all on such terms (which may vary between Options granted from time to time) as it shall determine. In addition, the Board shall have the authority to: (i) construe and interpret this Plan and all option agreements entered into hereunder; (ii) prescribe, amend and rescind rules and regulations relating to this Plan and (iii) make all other determinations necessary or advisable for the administration of this Plan. All determinations and interpretations made by the Board shall be binding on all Participants (as hereinafter defined) and on their legal, personal representatives and beneficiaries.
- (c) Notwithstanding the foregoing or any other provision contained herein, the Board shall have the right to delegate the administration and operation of this Plan, in whole or in part, to a committee of the Board or to the President or any other officer of the Corporation, including the Corporate Secretary. Whenever used herein, the term "Board" shall be deemed to include any committee or officer to which the Board has, fully or partially, delegated responsibility and/or authority relating to the Plan or the administration and operation of this Plan pursuant to this Section 3.
- (d) Options to purchase the Shares granted hereunder ("Options") shall be evidenced by (i) an agreement, signed on behalf of the Corporation and by the person to whom an Option is granted, which agreement shall be in such form as the Board shall approve, or (ii) a written notice or other instrument, signed by the Corporation, setting forth the material attributes of the Options.

##### 4. **Shares Subject to Plan**

- (a) Subject to Section 15 below, the securities that may be acquired by Participants upon the exercise of Options shall be deemed to be fully authorized and issued Shares of the Corporation. Whenever used herein, the term "Shares" shall be deemed to include any other securities that may be acquired by a Participant upon the exercise of an Option the terms of which have been modified in accordance with Section 15 below.
- (b) The aggregate number of Shares reserved for issuance under this Plan, or any other plan of the Corporation, shall not, at the time of the stock option grant, exceed ten percent (10%) of the total number of issued and outstanding Shares (calculated on a non-diluted basis) unless the Corporation receives the permission of the principal stock exchange or exchanges on which the Shares are then listed to exceed such threshold.

- (c) If any Option granted under this Plan shall expire or terminate for any reason without having been exercised in full, any un-purchased Shares to which such Option relates shall be available for the purposes of the granting of Options under this Plan.

## **5. Maintenance of Sufficient Capital**

The Corporation shall at all times during the term of this Plan ensure that the number of Shares it is authorized to issue shall be sufficient to satisfy the Corporation's obligations under all outstanding Options granted pursuant to this Plan.

## **6. Eligibility and Participation**

- (a) The Board may, in its discretion, select any of the following persons to participate in this Plan:
    - (i) directors of the Corporation;
    - (ii) officers of the Corporation;
    - (iii) employees of the Corporation; and
    - (iv) consultants retained by the Corporation, provided such consultants have performed and/or continue to perform services for the Corporation on an ongoing basis or are expected to provide a service of value to the Corporation;
- (any such person having been selected for participation in this Plan by the Board is herein referred to as a "Participant").
- (b) The Board may from time to time, in its discretion, grant an Option to any Participant, upon such terms, conditions and limitations as the Board may determine, including the terms, conditions and limitations set forth herein, provided that Options granted to any Participant shall be approved by the shareholders of the Corporation if the rules of any principal stock exchange on which the Shares are listed require such approval.
  - (c) The Corporation represents that, for any Options granted to an officer, employee or consultant of the Corporation, such Participant is a *bona fide* officer, employee or consultant of the Corporation.

## **7. Exercise Price**

The Board shall, at the time an Option is granted under this Plan, fix the exercise price at which Shares may be acquired upon the exercise of such Option provided that such exercise price shall not be less than that from time to time permitted under the rules of the Toronto Stock Exchange ("TSX"). In addition, the exercise price of an Option must be paid in cash. Disinterested shareholder approval shall be obtained by the Corporation prior to any reduction to the exercise price if the affected Participant is an insider (as defined in the *Securities Act* (Ontario)) of the Corporation at the time of the proposed amendment.

## **8. Number of Optioned Shares**

The number of Shares that may be acquired under an Option granted to a Participant shall be determined by the Board as at the time the Option is granted, provided that the aggregate number of Shares reserved for issuance to any one Participant under this Plan or any other plan of the Corporation, shall not exceed five percent of the total number of issued and outstanding Shares (calculated on a non-diluted basis) in any 12 month period unless the Corporation receives the permission of the TSX to exceed such threshold and provided further that the number of Options granted to any one consultant in a 12 month period shall not exceed 2% of the total number of issued and outstanding Shares and the aggregate number of Options granted to persons employed to provide investor relations activities shall not exceed 2% of the total number of issued and outstanding Shares in any 12 month period. The Corporation shall obtain shareholder approval for grants of Options to insiders (as defined in the *Securities Act* (Ontario)), of a number of Options exceeding ten percent (10%) of the issued Shares, within any 12 month period.

### *Insider Participation Limits*

The participation of insiders of the Corporation is limited under this Plan such that: (i) the number of Shares issuable to Insiders of the Corporation pursuant to this Plan and any other security-based compensation arrangement of the Corporation cannot exceed, at any time, ten percent (10%) of the

Corporation's issued and outstanding Shares; and (ii) the number of Shares issued to Insiders of the Corporation pursuant to this Plan and any other security-based compensation arrangement of the Corporation cannot exceed, within any one year period, ten percent (10%) of the Corporation's issued and outstanding Shares.

## **9. Term**

The period during which an Option may be exercised (the "Option Period") shall be determined by the Board at the time that the Option is granted, subject to any vesting limitations which may be imposed by the Board in its sole unfettered discretion at the time that such Option is granted and Sections 11, 12 and 16 below, provided that:

- (a) no Option shall be exercisable for a period exceeding ten (10) years from the date that the Option is granted unless the Corporation receives the permission of the stock exchange or exchanges on which the Shares are then listed and as specifically provided by the Board and as permitted under the rules of any stock exchange or exchanges on which the Shares are then listed, and in any event, no Option shall be exercisable for a period exceeding ten (10) years from the date the Option is granted;
- (b) no Option in respect of which shareholder approval is required under the rules of any principal stock exchange or exchanges on which the Shares are then listed shall be exercisable until such time as the Option has been approved by the shareholders of the Corporation;
- (c) the Board may, subject to the receipt of any necessary regulatory approvals, in its sole discretion, accelerate the time at which any Option may be exercised, in whole or in part; and
- (d) any Options granted to any Participant must expire within 90 days after the Participant ceases to be a Participant, and within 30 days for any Participant engaged in investor relation activities after such Participant ceases to be employed to provide investor relation activities.

## **10. Method of Exercise of Option**

- (a) Except as set forth in Sections 11 and 12 below or as otherwise determined by the Board, no Option may be exercised unless the holder of such Option is, at the time the Option is exercised, a director, officer, employee or consultant of the Corporation.
- (b) Options that are otherwise exercisable in accordance with the terms thereof may be exercised in whole or in part from time to time.
- (c) Any Participant (or his or her legal, personal representative) wishing to exercise an Option shall deliver to the Corporation, at its principal office in the City of Toronto, Ontario:
  - (i) a written notice expressing the intention of such Participant (or his or her legal, personal representative) to exercise his or her Option and specifying the number of Shares in respect of which the Option is exercised; and,
  - (ii) a cash payment, certified cheque or bank draft, representing the full purchase price of the Shares in respect of which the Option is exercised.
- (d) Upon the exercise of an Option as aforesaid, the Corporation shall use reasonable efforts to forthwith deliver, or cause the registrar and transfer agent of the Shares to deliver, to the relevant Participant (or his or her legal, personal representative) or to the order thereof, a certificate or DRS direction, as the case may be, representing the aggregate number of fully paid and non-assessable Shares in respect of which the Option has been duly exercised.
- (e) Notwithstanding any provisions of the Plan or of the Options granted under this Plan, the Corporation shall not issue any Shares upon the exercise of any Option to employees or directors or officers of the Corporation unless the appropriate withhold taxes under any statute in Canada in respect of the exercise of such Options, if any, are paid by such holder of such Option to the Corporation at the time of exercise of such Options.

**11. Ceasing to be a Director, Officer, Employee or Consultant**

If any Participant shall cease to hold the position or positions of director, officer, consultant or employee of the Corporation (as the case may be) for any reason other than death, his or her Option will terminate at 4:00 p.m. (Toronto time) on the earlier of the date of the expiration of the Option Period and 90 days after the date such Participant ceases to hold the position or positions of director, officer, employee or consultant of the Corporation as the case may be, and ceases to actively perform services for the Corporation. Notwithstanding the foregoing, an Option granted to a Participant who performs investor relations services on behalf of the Corporation shall terminate on the date that is 30 days after the termination of the employment or cessation of services being provided and shall be subject to Exchange policies and procedures for the termination of Options for investor relations services. For greater certainty, the termination of any Options held by the Participant, and the period during which the Participant may exercise any Options, shall be without regard to any notice period arising from the Participant's ceasing to hold the position or positions of director, officer, employee or consultant of the Corporation (as the case may be).

Neither the selection of any person as a Participant nor the granting of an Option to any Participant under this Plan shall: (i) confer upon such Participant any right to continue as a director, officer, employee or consultant of the Corporation, as the case may be; or (ii) be construed as a guarantee that the Participant will continue as a director, officer, employee or consultant of the Corporation, as the case may be.

**12. Death of a Participant**

In the event of the death of a Participant, any Option previously granted to him shall be exercisable until the end of the Option Period or until the expiration of 12 months after the date of death of such Participant, whichever is earlier, and then, in the event of death, only:

- (a) by the person or persons to whom the Participant's rights under the Option shall pass by the Participant's will or applicable law; and
- (b) to the extent that he or she was entitled to exercise the Option as at the date of his or her death.

**13. Rights of Participants**

No person entitled to exercise any Option granted under this Plan shall have any of the rights or privileges of a shareholder of the Corporation in respect of any Shares issuable upon exercise of such Option until such Shares have been paid for in full and issued to such person.

**14. Proceeds from Exercise of Options**

The proceeds from any sale of Shares issued upon the exercise of Options shall be added to the general funds of the Corporation and shall thereafter be used from time to time for such corporate purposes as the Board may determine and direct.

**15. Adjustments**

- (a) The number of Shares subject to the Plan shall be increased or decreased proportionately in the event of the subdivision or consolidation of the outstanding Shares of the Corporation, and in any such event a corresponding adjustment shall be made to the number of Shares deliverable upon the exercise of any Option granted prior to such event without any change in the total price applicable to the unexercised portion of the Option, but with a corresponding adjustment in the price for each Share that may be acquired upon the exercise of the Option. In case the Corporation is reorganized or merged or consolidated or amalgamated with another corporation, appropriate provisions shall be made for the continuance of the Options outstanding under this Plan and to prevent any dilution or enlargement of the same.
- (b) Adjustments under this Section 15 shall be made by the Board, whose determination as to what adjustments shall be made, and the extent thereof, shall be final, binding and conclusive. No fractional Shares shall be issued upon the exercise of an Option following the making of any such adjustment.

## **16. Change of Control**

Notwithstanding the provisions of section 11 or any vesting restrictions otherwise applicable to the relevant Options, in the event of a sale by the Corporation of all or substantially all of its assets or in the event of a change of control of the Corporation, each Participant shall be entitled to exercise, in whole or in part, the Options granted to such Participant hereunder, either during the term of the Option or within 90 days after the date of the sale or change of control, whichever first occurs.

For the purpose of this Plan, "change of control of the Corporation" means and shall be deemed to have occurred upon:

- (a) the acceptance by the holders of Shares of the Corporation, representing in the aggregate, more than 50 percent of all issued Shares of the Corporation, of any offer, whether by way of a takeover bid or otherwise, for all or any of the outstanding Shares of the Corporation; or
- (b) the acquisition, by whatever means, by a person (or two or more persons who, in such acquisition, have acted jointly or in concert or intend to exercise jointly or in concert any voting rights attaching to the Shares acquired), directly or indirectly, of beneficial ownership of such number of Shares or rights to Shares of the Corporation, which together with such person's then owned Shares and rights to Shares, if any, represent (assuming the full exercise of such rights to voting securities) more than fifty percent (50%) of the combined voting rights of the Corporation's then outstanding Shares; or
- (c) the entering into of any agreement by the Corporation to merge, consolidate, amalgamate, initiate an arrangement or be absorbed by or into another corporation; or
- (d) the passing of a resolution by the Board or shareholders of the Corporation to substantially liquidate the assets or wind-up the Corporation'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 Corporation in circumstances where the business of the Corporation is continued and where the shareholdings remain substantially the same following the re-arrangement); or
- (e) individuals who were members of the Board of the Corporation immediately prior to a meeting of the shareholders of the Corporation involving a contest for or an item of business relating to the election of directors, not constituting a majority of the Board following such election.

## **17. Transferability**

All benefits, rights and Options accruing to any Participant in accordance with the terms and conditions of this Plan shall be non-transferrable and non-assignable unless specifically provided herein. During the lifetime of a Participant, any Options granted hereunder may only be exercised by the Participant and in the event of the death of a Participant, by the person or persons to whom the Participant's rights under the Option pass by the Participant's will or applicable law.

## **18. Amendment and Termination of Plan**

- a) The Board may, at any time and from time to time, amend, suspend or terminate the Plan or an Option without shareholder approval, provided that no such amendment, suspension or termination may be made without obtaining any required approval of any regulatory authority or stock exchange or the consent or deemed consent of a Participant where such amendment, suspension or termination materially prejudices the rights of the Participant.
- b) Notwithstanding the provisions of Section 18(a), the Board may not, without the approval of the security holders of the Corporation (or, as may be required by the policies and procedures of the Exchange, the approval of the disinterested security holders of the Corporation), make amendments to the Plan or any Option for any of the following purposes:
  - i. to increase the maximum number of Shares that may be issued pursuant to Options granted under the Plan as set out in Section 8;
  - ii. to reduce the exercise price of Options for the benefit of an Insider;

- iii. to extend the term of an Option beyond the Option Period for the benefit of an Insider;
  - iv. to remove or to exceed the Insider participation limit set forth in Section 8; and
  - v. to amend the provisions of this Section 18.
- c) In addition to the changes made pursuant to Section 3, the Board may, at any time and from time to time, without the approval of the security holders of the Corporation amend any term of any outstanding Option (including, without limitation, the exercise price, vesting and expiry of the Option), provided that:
- i. any required approval of any regulator authority or stock exchange is obtained;
  - ii. if the amendments would reduce the exercise price or extend the expiry date of the Options granted to Insiders, approval of the security holders of the Corporation must be obtained;
  - iii. the Board would have had the authority to initially grant the Option under the terms so amended; and
  - iv. the consent or deemed consent of the Participant is obtained if the amendment would materially prejudice the rights of the Participant under the Option.

**19. Necessary Approvals**

The obligation of the Corporation to issue and deliver Shares in accordance with this Plan and Options granted hereunder is subject to applicable securities legislation and to the receipt of any approvals that may be required from any regulatory authority or principal stock exchange having jurisdiction over the securities of the Corporation. If Shares cannot be issued to a Participant upon the exercise of an Option for any reason whatsoever, the obligation of the Corporation to issue such Shares shall terminate and any funds paid to the Corporation in connection with the exercise of such Option will be returned to the relevant Participant as soon as practicable.

**20. Stock Exchange Rules**

This Plan and any option agreements entered into hereunder shall comply with the requirements from time to time of the principal stock exchange on which the Shares are listed.

**21. Right to Issue Other Shares**

The Corporation shall not by virtue of this Plan be in any way restricted from declaring and paying stock dividends, issuing further Shares, varying or amending its share capital or corporate structure or conducting its business in any way whatsoever.

**22. Notice**

Any notice required to be given by this Plan shall be in writing and shall be given by registered mail, postage prepaid or delivered by courier or by facsimile transmission addressed, if to the Corporation, at its principal address in Toronto, Ontario (Attention: The Chairman); or if to a Participant, to such Participant at his or her address as it appears on the books of the Corporation or in the event of the address of any such Participant not so appearing then to the last known address of such Participant; or if to any other person, to the last known address of such person.

**23. Gender**

Whenever used herein words importing the masculine gender shall include the feminine and neuter genders and vice versa.

**24. Interpretation**

This Plan will be governed by and construed in accordance with the laws of the Province of Ontario. As used herein, the terms "principal stock exchange or exchanges" and "Exchange" shall mean the Toronto Stock Exchange if the Shares are listed for trading on such exchange.

**SCHEDULE "D"**

-copy of RSU Plan attached-



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***dynaCERT Inc.***

**(the "Corporation")**

**Restricted Share Unit Plan**

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October 16, 2020

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**ARTICLE 1  
PURPOSE**

**1.1 Purpose**

- 1.1.1 The purpose of the Plan is to assist the Corporation and its Affiliates in attracting and retaining individuals with experience and exceptional skill, to allow selected executives, key employees, consultants and directors of the Corporation or an Affiliate to participate in the long term success of the Corporation or the Affiliate and to promote a greater alignment of interests between the participants designated under this Plan and the shareholders of the Corporation.

**ARTICLE 2  
DEFINITIONS**

**2.1 Definitions**

- 2.1.1 For purposes of the Plan, the terms contained in this Article 2 shall have the following meanings.
- (a) "**Account**" or "**Restricted Share Unit Account**" has the meaning set forth in Section 4.1.1;
  - (b) "**Affiliate**" means (i) any entity that, directly or indirectly through one or more intermediaries, is controlled by the Corporation and (ii) any entity in which the Corporation has a significant equity interest, in each case as determined by the Committee;
  - (c) "**Applicable Law**" includes, without limitation, all applicable securities, corporate, tax and other laws, rules, regulations, instruments, notices, blanket orders, decision documents, statements, circulars, procedures and policies including, without limitation, the rules, policies, and by-laws of the TSX;
  - (d) "**Applicable Withholding Taxes**" has the meaning attributed to that term in Section 6.4.1;
  - (e) "**Award**" means an award of Restricted Share Units under this Plan;
  - (f) "**Award Agreement**" means the agreement in writing evidencing the terms and conditions under which an Award has been granted under this Plan, substantially in the form attached hereto as **Exhibit A** for RSUs that are not Vested RSUs;
  - (g) "**Beneficiary**" means, subject to Applicable Law, any person designated by a Participant to receive any amount payable under the Plan in the event of a Participant's death or, failing designation, the Participant's estate;
  - (h) "**Board**" means the board of directors of the Corporation;
  - (i) "**Blackout Period**" means the period during which the relevant Participant is prohibited from trading in any securities of the Corporation due to trading restrictions imposed by the Corporation in accordance with its trading policies or under Applicable Law or regulatory policy;
  - (j) "**Common Share**" means a common share without par value in the capital of the

Corporation as the same are presently constituted;

- (k) "**Committee**" means the Remuneration Committee of the Corporation;
- (l) "**Corporation**" means *dynaCERT* Inc. and its successor corporations;
- (m) "**Date of Grant**" of a RSU means the date that such RSU is granted to a Participant under the Plan, as evidenced by an Award Agreement between the Corporation and the Participant;
- (n) "**Director**" means a member of the Board;
- (o) "**Eligible Person**" means Directors, senior officers, employees and consultants of the Corporation or its Affiliates or as otherwise determined by the Committee;
- (p) "**Fair Market Value**" means, at any date, the higher of: (i) weighted average price per share at which the Common Shares have traded on the TSX (as determined by the Committee) during the last five (5) trading days prior to that date; and (ii) the closing price of the Common Shares on the TSX (as determined by the Committee) on the date prior to the relevant date or, if the Common Shares are not then listed and posted for trading on the TSX, then on such stock exchange on which the Common Shares are then listed and posted for trading as may be selected for such purpose by the Board, or, if the Common Shares are not then listed and posted for trading on any stock exchange, then it shall be the fair market value per Common Share as determined by the Committee in its sole discretion; and for such purposes, the weighted average price per share at which the Common Shares have traded on the TSX (as determined by the Committee) or on any other stock exchange shall be calculated by dividing: (i) the aggregate sale price for all of the Common Shares traded on such stock exchange during the relevant five (5) trading days by (ii) the aggregate number of Common Shares traded on such stock exchange during the relevant five (5) trading days;
- (q) "**Insider Participation Limits**" has the meaning attributed to that term in Section 4.6.2;
- (r) "**Original RSU**" has the meaning attributed to that term in Section 4.4.1;
- (s) "**Participant**" means an Eligible Person who has been designated by the Corporation for participation in the Plan and who has agreed to participate in the Plan and to whom RSUs have or will be granted hereunder;
- (t) "**Plan**" means this Restricted Share Unit Plan as set forth herein, as the same may be amended from time to time;
- (u) "**Redemption Date**" has the meaning attributed to that term in Section 4.3;
- (v) "**Restricted Share Unit**" or "**RSU**" means a bookkeeping entry on the books of the Corporation whereby a notional unit equivalent in value to one Common Share, and designated as a Restricted Share Unit, is credited to a Participant's Account in accordance with the terms set forth in the Plan;
- (w) "**Restricted Share Unit Account**" has the meaning set forth in Section 4.1.1.1;

- (x) "**RSU Final Vesting Date**" means, with respect to a Restricted Share Unit granted to a RSU Participant, December 31 of the calendar year that is three (3) years after the calendar year in which the service was performed in respect of which the particular Award was made;
- (y) "**RSU Vesting Date**" means, with respect to a Restricted Share Unit granted to a Participant, the date determined in accordance with Section 4.2.1;
- (z) "**Termination Date**" in respect of a Participant means the earlier of
  - (i) the date of the Participant's death; and
  - (ii) the date that the Participant ceases to be an Eligible Person;
- (aa) "**Tax Act**" means the *Income Tax Act* (Canada), as amended;
- (bb) "**TSX**" or "**Exchange**" means the Toronto Stock Exchange or, if the Common Shares are not then listed and posted for trading on the Toronto Stock Exchange, on such stock exchange in Canada on which such Common Shares are listed and posted for trading as may be selected for such purpose by the Board; and
- (cc) "**Vested Restricted Share Unit**" or "Vested RSU" has the meaning attributed to that term in Section 4.2.3.

## 2.2 Interpretations

- 2.2.1 In this Plan, unless the context requires otherwise, words importing the singular number may be construed to extend to and include the plural number, and words importing the plural number may be construed to extend to and include the singular number.

## ARTICLE 3 GRANT OF RESTRICTED SHARE UNITS

### 3.1 Grant of RSUs

- 3.1.1 Subject to the terms of the Plan, the Board may make grants of Restricted Share Units to Eligible Persons who are, in the opinion of the Board, in a position to contribute to the success of the Corporation or any of its Affiliates or who, by virtue of their service to the Corporation or any predecessors thereof or to any of its Affiliates, are in the opinion of the Board, worthy of special recognition, or as a means of cash conservation by granting such Eligible Persons Restricted Share Units in lieu of incentive cash compensation. Except as may be otherwise set out in this Plan, the granting of RSUs is entirely discretionary. Nothing in this Plan shall be deemed to give any person any right to participate in this Plan or to be granted an Award and the designation of any Award in any year or at any time shall not require the designation of such person to receive an Award in any other year or at any other time. The Committee and/or the Board shall consider such factors as it deems pertinent in selecting participants and in determining the amounts and terms of their respective Awards.
- 3.1.2 All grants of Restricted Share Units under this Plan will be evidenced by Award Agreements. Any one executive officer of the Corporation is authorized and empowered to execute and deliver, for and on behalf of the Corporation, an Award Agreement to each Participant.

### 3.2 **Forfeited RSUs**

- 3.2.1 Unless otherwise approved by the Board and provided for in the applicable Award Agreement, no Participant shall have any entitlement to receive any payment in respect of any RSUs that have been forfeited under this Plan, by way of damages, payment in lieu or otherwise.

## **ARTICLE 4 RESTRICTED SHARE UNITS**

### 4.1 **Restricted Share Unit Grants and Accounts**

- 4.1.1 An Account, to be known as a "**Restricted Share Unit Account**", shall be maintained by the Corporation for each Participant who has been granted Restricted Share Units by way of a bookkeeping entry in the books of the Corporation. On each Date of Grant, the Account will be credited with the Restricted Share Units granted to a Participant on that date. The Restricted Share Units credited to the Participant's Restricted Share Unit Account will be cancelled as of the applicable Redemption Date.
- 4.1.2 The establishment of the Plan in respect of Restricted Share Units shall be an unfunded obligation of the Corporation. Neither the establishment of the Plan in respect of Restricted Share Units nor the grant of any Restricted Share Units shall be deemed to create a trust. Amounts payable to any Participant under the Plan in respect of Restricted Share Units shall be a general, unsecured obligation of the Corporation. The right of the Participant or Beneficiary to receive payment pursuant to the Plan in respect of Restricted Share Units shall be no greater than the right of other unsecured creditors of the Corporation.

### 4.2 **Vesting and Forfeiture**

- 4.2.1 Subject to Section 4.2.2 and unless otherwise approved by the Board and provided for in the applicable Award Agreement, a Restricted Share Unit granted under this Plan shall vest on the third anniversary of the Date of Grant; provided however, that all Restricted Share Units granted under a particular Award carrying a different vesting schedule shall vest on or before the RSU Final Vesting Date for such Restricted Share Units. It being understood the value of both Vested RSUs and unvested RSUs shall fluctuate with the value of the underlying Common Shares, nothing in this Plan shall be construed to give any Participant any right to a guaranteed minimum value of a particular RSU, whether at the time of grant, vesting, payment or any other time.
- 4.2.2 If any Blackout Period would apply at any particular time to prevent payment in respect of a Restricted Share Unit pursuant to Section 4.3.1 to be made on or before the RSU Final Vesting Date for such Restricted Share Unit, then the RSU Vesting Date for such Restricted Share Unit will be extended by the Board by up to ten (10) business days after the lifting of the relevant Blackout Period provided that such payment is made on or before the RSU Final Vesting Date for such Restricted Share Unit.
- 4.2.3 All Restricted Share Units recorded in a RSU Participant's Restricted Share Unit Account which have vested in accordance with this Plan or as provided for in the applicable respective Award Agreement and are not forfeited hereunder by the Participant are referred to herein as "**Vested Restricted Share Units**" or "**Vested RSUs**".

4.2.4 For greater certainty, no RSU Participant nor any Beneficiary or other person claiming through a RSU Participant shall be entitled to any benefit hereunder in respect of any Restricted Share Units that are not Vested Restricted Share Units.

4.2.5 Notwithstanding anything else herein contained, the Corporation may, in its discretion, at any time permit the acceleration of the RSU Vesting Date, all in the manner and on the terms as may be authorized by the Board.

#### 4.3 **Payment of Benefits in Respect of Restricted Share Units**

4.3.1 Unless otherwise approved by the Board and provided for in the applicable Award Agreement, payment in redemption of an Award of a Restricted Share Unit granted to a RSU Participant shall become payable on each RSU Vesting Date for such Restricted Share Unit and redeemed in accordance with Section 4.3.2; provided, however that all payments under a particular Award shall be made on or before the RSU Final Vesting Date for such Restricted Share Unit (the "**Redemption Date**").

4.3.2 Subject to the provisions of this Article 4, on the Redemption Date with respect to a RSU Participant, the Corporation shall, in satisfaction of its obligations hereunder and in its sole discretion, either:

- (a) pay to the Participant, or Participant's Beneficiaries, on the Redemption Date a lump sum cash payment, net of any Applicable Withholding Taxes, equal to the number of RSUs credited to his or her Restricted Share Unit Account as of the Redemption Date multiplied by the Fair Market Value of one Common Share on the Redemption Date; or
- (b) subject to Section 4.3.3 herein, deliver to the Participant, or to the Participant's Beneficiaries, on the Redemption Date that number of Common Shares as is equal to the whole number of RSUs credited to his or her Participant Account as of the Redemption Date, plus a cash settlement of any fraction of a RSU, provided that the Corporation shall be entitled to sell a portion of the Common Shares to fund payment of applicable taxes and any associated costs as contemplated in Section 6.4 herein.

The Participant shall have no further entitlement under the Plan upon receipt of the lump sum cash payment referred to in Section 4.3.2(a) or Common Shares (and where applicable, cash in lieu of fractional Common Shares) under Section 4.3.2(b).

4.3.3 Settlement of RSUs with Common Shares:

- (a) In order to satisfy its settlement obligation where the Corporation has, subject to approval by the Exchanges, elected to deliver Common Shares on a Redemption Date, the Corporation, at the discretion of the Board may elect to obtain Common Shares in respect of a Participant's entitlement through the facilities of the TSX in accordance with the by-laws, regulations and policies of the TSX and Applicable Laws or issue such Common Shares from treasury.
- (b) Any entitlement to fractional Common Shares shall be paid in cash based on the Fair Market Value of one Common Share on the Redemption Date, less any Applicable Withholding Taxes.

- (c) If the Corporation elects to deliver Common Shares on a Redemption Date, the Corporation shall pay all fees and commissions arising in connection with the purchase of such Common Shares by the Corporation.

#### 4.4 Dividends Paid on Shares

4.4.1 Subject to Section 4.4.2, in the event the Corporation pays a dividend on the Common Shares subsequent to the granting of an Award, the number of Restricted Share Units relating to such Award (the "**Original RSU**") shall be increased by an amount equal to:

- (a) the product of: (i) the aggregate number of Original RSUs held by the Participant on the record date for such dividend; and (ii) the per Common Share amount of such dividend (or, in the case of any dividend payable in property other than cash, the per Common Share Fair Market Value of such property as determined by the Committee); divided by
- (b) the Fair Market Value of a Common Share calculated as of the date on which the dividend is declared.

4.4.2 In the event that the Corporation pays a dividend on the Common Shares in additional Common Shares, the number of Original RSUs shall be increased by a number equal to the product of: (a) the aggregate number of Original RSUs held by the Participant on the record date of such dividend; and (b) the number of Common Shares (including any fraction thereof) payable as a dividend on one Common Share.

#### 4.5 Ceasing to be an Eligible Person

4.5.1 Subject to the Board's discretion to accelerate vesting under Section 4.2.5 and the provisions of any applicable Award Agreement, upon the Participant incurring a Termination Date prior to the RSU Vesting Date, all Restricted Share Units previously credited to such RSU Participant's Restricted Share Unit Account that did not become Vested Restricted Share Units on or prior to the Participant's Termination Date shall be terminated and forfeited as of such Termination Date.

4.5.2 If the relationship of the Participant with the Corporation ceases for any reason prior to the vesting of the Restricted Share Units such that the Participant is no longer an Eligible Person, whether or not such termination is with or without notice, adequate notice or legal notice or is with or without legal or just cause (if applicable), the RSU Participant's rights shall be strictly limited to those provided for in this Section 4.5, or as otherwise provided in the applicable Award Agreement between the Participant and the Corporation. Unless otherwise specifically provided in writing, the Participant shall have no claim to, or in respect of, any Restricted Share Units that may have or would have vested had due notice of termination of employment been given (in the case of an employee and/or an officer that is an employee of the Corporation or an Affiliate), nor shall the RSU Participant have any entitlement to damages or other compensation or any claim for wrongful termination or dismissal in respect of any Restricted Share Units or loss of profit or opportunity that may have or would have vested or accrued to the Participant if such wrongful termination or dismissal had not occurred or if due notice of termination had been given.

#### **4.6 Maximum number of Common Shares and Limitations**

- 4.6.1 The number of Common Shares issuable under the Plan shall not exceed the number that is equal to ten percent (10%) of the total number of issued and outstanding Common Shares, provided that at no time may the number of Common Shares issuable hereunder, together with all other security-based compensation arrangements of the Corporation (including, but not limited to the Corporation's stock option plan), exceed ten percent (10%) of the issued and outstanding Common Shares as at the date of such Award.
- 4.6.2 Any grant of RSUs under the Plan shall be subject to the following restrictions:
- (a) the aggregate number of Common Shares reserved for issuance pursuant to RSUs granted to any one individual in any twelve (12) month period shall not exceed one percent (1%) of the issued and outstanding Common Shares, unless disinterested shareholder approval is obtained;
  - (b) the aggregate number of Common Shares reserved for issuance pursuant to RSUs granted to Insiders (as defined in the policies of the TSX), as a group, shall not exceed two percent (2%) of the issued and outstanding Common Shares, unless disinterested shareholder approval is obtained; and
  - (c) the aggregate number of Common Shares reserved for issuance pursuant to RSUs granted to any one individual in any twelve (12) month period, when combined with stock options granted under the Corporation's stock option plan, shall not exceed five percent (5%) of the issued and outstanding Common Shares, unless disinterested shareholder approval is obtained.

(the foregoing limits are collectively hereinafter referred to as the "**Insider Participation Limits**").

### **ARTICLE 5 ADJUSTMENTS AND MERGER AND ACQUISITION TRANSACTIONS**

#### **5.1 Adjustments**

- 5.1.1 Appropriate adjustments to this Plan and to Awards shall be made, and shall be conclusively determined, by the Committee to give effect to adjustments in the number of Common Shares resulting from subdivisions, consolidations, reorganizations or reclassifications of the Common Shares, the payment of stock dividends by the Corporation (other than dividends in the ordinary course) or other changes in the capital of the Corporation. Any dispute that arises at any time with respect to any such adjustment will be conclusively determined by the Committee, and any such determination will be binding on the Corporation, the Participant and all other affected parties.
- 5.1.2 The grant of any Awards under this Plan will in no way affect the Corporation's right to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, amalgamate, reorganize, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets or engage in any like transaction. For avoidance of doubt, in the event of any reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of Common Shares or other securities of the Corporation or any other similar corporate transaction or event involving the Corporation (or the Corporation shall enter into a written agreement to undergo such a transaction or event), the Committee or the Board may, in its sole discretion,

provide for any of the following to be effective upon the consummation of the event (or effective immediately prior to the consummation of the event, provided that the consummation of the event subsequently occurs):

- (a) either: (i) termination of any such Award, whether or not vested, in exchange for an amount of cash and/or other property, if any, equal to the amount that would have been attained upon the exercise of such Award or realization of the Participant's rights (and, for the avoidance of doubt, if, as of the date of the occurrence of the transaction or event, the Committee or the Board determines in good faith that no amount would have been attained upon the realization of the Participant's rights, then such Award may be terminated by the Corporation without any payment); or (ii) the replacement of such Award with other rights or property selected by the Committee or the Board, in its sole discretion; or
- (b) that such Award be assumed by the successor or survivor corporation, or a parent or subsidiary thereof, or shall be substituted for by similar rights or awards covering the stock of the successor or survivor corporation, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of shares and prices.

5.1.3 No adjustment provided for in this Article 4 will require the Corporation to issue a fractional share in respect of any or other Awards and the adjustment with respect to each Award will be limited accordingly.

## **ARTICLE 6 ADMINISTRATION**

### **6.1 Administration**

6.1.1 The Plan will be administered by the Committee. Notwithstanding the existence of the Committee, the Board itself will retain independent and concurrent power to undertake any action hereunder delegated to the Committee, whether with respect to the Plan as a whole or with respect to individual RSUs granted or to be granted under the Plan. In particular:

- (a) Subject to the limitations of the Plan, the Committee shall have full power to grant Awards, to determine the terms, limitations, restrictions and conditions respecting such Awards and to settle, execute and deliver Award Agreements and bind the Corporation accordingly, to interpret the Plan and to adopt such rules, regulations and guidelines for carrying out the Plan as it may deem necessary or proper, all of which powers shall be exercised in the best interests of the Corporation and in keeping with the objectives of the Plan.
- (b) The Committee may correct any defect or supply any omission or reconcile any inconsistency in the Plan or in any Award in the manner and to the extent the Committee deems necessary or desirable to carry it into effect. Any decision of the Committee in the interpretation and administration of the Plan shall lie within its absolute discretion and shall be final, conclusive and binding on all parties concerned. No individual shall be liable for anything done or omitted to be done by such individual or any other individual, in connection with the performance of any duties under the Plan, except those that arise from such individual's own willful misconduct or as expressly provided by statute.

- (c) The determination by the Committee of any question that may arise as to the interpretation or implementation of the Plan or any of the RSUs granted hereunder shall be final and binding on all Participants and other persons claiming or deriving rights through any of them.

6.1.2 The Committee may delegate to one or more officers or Directors of the Corporation, subject to such terms, conditions and limitations as the Committee may establish in its sole discretion, the authority to grant Awards; provided, however, that the Committee shall not delegate such authority in such a manner as would contravene the by-laws, regulations and policies of the Exchanges or any applicable limitations under Applicable Law.

6.1.3 All costs and expenses of administering the Plan will be paid by the Corporation.

## **6.2 Amendments**

6.2.1 This Plan may be amended at any time by the Board in its sole discretion, subject to applicable regulatory approval, (including, approval of the Exchanges, if and as required), and the terms of this Plan; provided that, no such amendment shall, unless required by law, adversely affect the rights of any Participant with respect to RSUs to which the Participant is then entitled under this Plan, without the consent of the Participant, and any amendment shall be such that this Plan continuously meets the conditions and requirements of Applicable Law.

6.2.2 Without limiting the generality of the foregoing, the Board may make the following amendments to the Plan, without obtaining shareholder approval:

- (a) amendments to the vesting provisions of the Plan and any Award Agreement;
- (b) amendments to the terms and conditions of the Plan necessary to ensure that the Plan complies with the Applicable Laws, regulations, rules, orders of governmental or regulatory authorities or the requirements of the Exchanges in place from time to time;
- (c) amendments to the provisions of the Plan respecting administration of the Plan;
- (d) amendments to the provisions of the Plan respecting the terms and conditions on which Awards may be made pursuant to the Plan;
- (e) amendments to the Plan that are of a "housekeeping" nature; and
- (f) any other amendments, fundamental or otherwise, not requiring shareholder approval under Section 6.2.3, Applicable Laws or applicable policies of the Exchanges.

6.2.3 Without limiting the generality of the foregoing, the Board may not, without the approval of the Corporation's shareholders, make the following amendments to the Plan:

- (a) an increase to the Plan maximum or the number of Common Shares issuable under the Plan;
- (b) any amendment to the amendment provisions in Sections 6.2.2 and 6.2.3 of the Plan;
- (c) extension of the termination or expiry of an Award;

- (d) the removal or increase of Insider Participation Limits;
- (e) any change that would materially modify the eligibility requirements for participation in this Plan; and
- (f) any amendment that permits the assignment or transfer of a RSU other than for normal estate planning purposes.

### **6.3 Termination**

- 6.3.1 The Board may, in its sole discretion and without the consent of any Participant, terminate the Plan at any time by giving written notice thereof to each Participant. Following termination of the Plan, additional RSUs shall not be credited to the Accounts of Participants except pursuant to Article 4 hereof. Notwithstanding the termination of the Plan, all amounts distributable under the Plan shall be paid to the persons entitled thereto on the date on which such distributions would have been made had the Plan not been terminated.

### **6.4 Applicable Withholding Taxes**

- 6.4.1 Prior to the delivery of any Common Shares or cash under this Plan, the Corporation shall have the power and the right to deduct or withhold, or to require a Participant to remit to the Corporation, an amount sufficient to satisfy any federal, provincial, local and foreign taxes, pension plan contributions, employment insurance premiums and any other required deductions (collectively referred to herein as "Applicable Withholding Taxes") that the Corporation determines is required to be withheld in order to comply with Applicable Laws. The Corporation shall make any withholdings or deductions in respect of Applicable Withholding Taxes as required by law or the interpretation or administration thereof. The Corporation shall be entitled to make arrangements to sell a sufficient number of Common Shares to be issued pursuant to the Plan to fund the payment and remittance of Applicable Withholding Taxes that are required to be deducted or withheld and any associated costs (including fees).

### **6.5 Currency**

- 6.5.1 All payments and benefits under the Plan shall be determined and paid in the lawful currency of either Canada, at the discretion of the Committee.

### **6.6 Beneficiaries and Claims for Benefits**

- 6.6.1 Subject to the requirements of Applicable Law, a Participant shall designate in writing a Beneficiary to receive any benefits that are payable under the Plan upon the death of such Participant. The Participant may, subject to Applicable Law, change such designation from time to time. Such designation or change shall be in such form and executed and filed in such manner as the Committee or the Board may from time to time determine.

### **6.7 General**

- 6.7.1 Nothing contained in the Plan shall prevent the Corporation or any of its Affiliates from adopting or continuing in effect other compensation arrangements (subject to shareholder approval if such approval is required by the Exchanges) and such arrangements may be either generally applicable or applicable only in specific cases.

- 6.7.2 The validity, construction and effect of the Plan, the grants of Awards, any rules and regulations relating to the Plan and Award Agreement, and all determinations made and actions taken pursuant to the Plan, shall be governed by and determined in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 6.7.3 If any provision of the Plan or any Award Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or as to any person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to the applicable laws, or if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award, such provision shall be stricken as to such jurisdiction, person, or RSU and the remainder of the Plan and any such Award Agreement shall remain in full force and effect.
- 6.7.4 Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Corporation or any of its Affiliates and a Participant or any other person.
- 6.7.5 Headings are given to the sections of the Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Plan or any provision thereof.
- 6.7.6 The Plan shall enure to the benefit of and be binding upon the Corporation and its successors and assigns. The interest of any Participant under the Plan in any RSU shall not be transferable or alienable by the Participant either by pledge, assignment or in any other manner whatever, otherwise than by testamentary disposition or in accordance with the laws governing the devolution of property in the event of death; and after the Participant's lifetime shall enure to the benefit of and be binding upon the Participant's Beneficiary.
- 6.7.7 Nothing herein or otherwise shall be construed so as to confer on any Participant any rights as a shareholder of the Corporation with respect to any Common Shares reserved for the purpose of any Award, including for greater certainty, no Award shall confer any entitlement as to dividends or voting rights on a Participant until the date of purchase or issuance of such Common Shares, as determined by the Board, for the Account of such Participant as specifically provided herein.
- 6.7.8 Neither designation as a Participant nor the grant of any RSUs to any Participant entitles any Participant to any additional grant of any RSUs under the Plan. Neither the Plan nor any action taken hereunder shall interfere with the right of the Corporation to terminate a Participant's employment, if applicable, at any time. Neither any period of notice, if any, nor any payment in lieu thereof, upon termination of employment shall be considered as extending the period of employment for the purposes of the Plan.

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## SCHEDULE A

### *dynaCERT Inc.*

Without prior written approval of the TSX and compliance with all applicable securities legislation, the securities represented by this agreement and any securities issued upon exercise thereof may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX or otherwise in Canada or to or for the benefit of a Canadian resident until , 202 [four months and one day after the Date of Grant].

### **RESTRICTED SHARE UNIT AWARD AGREEMENT**

This **RESTRICTED SHARE UNIT GRANT AGREEMENT** is made as of the day of \_\_\_\_\_, 202\_\_ (the "**Date of Grant**") between:

*dynaCERT Inc.* (the "**Corporation**") and the undersigned (the "**Participant**"), being a Director, officer, employee or consultant of the Corporation or an Affiliate pursuant to the terms of the Restricted Share Unit Plan of the Corporation, as may be amended from time to time (the "**Plan**").

In consideration of the award of Restricted Share Units ("**RSUs**") made to the Participant pursuant to the Plan (the receipt and sufficiency of which are hereby acknowledged), the Participant hereby agrees and confirms that:

1. **Grant of Restricted Share Units.** Pursuant to, and subject to, the terms and conditions set forth herein and in the Plan, the Corporation hereby grants to the Participant \_\_\_\_\_[#] Restricted Share Units.
2. **Date of Grant.** The Restricted Share Units are hereby granted on and effective as of the Date of Grant specified above and are granted in respect of services provided during the 202\_\_ calendar year.
3. **Vesting.** Restricted Share Units issued under the Plan shall vest as provided in the Plan.
4. **Entitlement of the Restricted Share Units.** Payment in respect of a Vested Restricted Share Unit shall be made as provided in the Plan.
5. **Incorporation of Plan.** All terms, conditions and restrictions of the Plan are incorporated herein and made part hereof as if stated herein. If there is any conflict between the terms and conditions of the Plan and this Award Agreement, the terms and conditions of the Plan, as interpreted by the Committee, shall govern. The Participant hereby acknowledges receipt of a true copy of the Plan and that the Participant has read the Plan carefully and fully understands its content. The Participant hereby acknowledges that, subject to the powers and limitations established by the Board, all decisions, determinations and interpretations of the Committee in respect of the Plan, this Award Agreement and the Restricted Share Units evidenced hereby shall be final and conclusive.
6. **Tax.** Participant should consult his or her own tax advisor regarding the Canadian, U.S. or other federal, provincial, state and local, and foreign tax consequences (as applicable) of participation in the Plan.
7. **Ceasing to be an Eligible Person.** Without limiting the generality of the foregoing, the Participant hereby acknowledges and agrees that all Restricted Share Units previously credited to the Participant's Restricted Share Unit Account which did not become Vested Restricted Share Units on or prior to the Participant's Termination Date shall be terminated and forfeited by the Participant as of such Termination Date. For the purposes of the Plan, the Participant's Termination Date shall be the earlier of: (i) the date of the Participant's death; or (ii) the date that the Participant ceases to be an Eligible Person.
8. **Reporting.** Participants who are "insiders" of the Corporation are required to file an insider report under Canadian securities laws in respect of the grant of RSUs and upon future payment or conversion of these

RSUs into Common Shares and any subsequent sales of such Common Shares.

9. **Interpretation.** Capitalized terms not otherwise defined in this Award Agreement shall bear the meaning ascribed to them under the Plan.
10. **Miscellaneous.** This Agreement shall be governed by, and shall be construed and administered according to, the laws of the Province of Ontario, without reference to principles of conflicts of law. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Corporation has caused this Agreement to be duly executed by its duly authorized officer and the Participant has signed this Award Agreement on his or her own behalf, thereby representing that he or she has carefully read and understands this Award Agreement and the Plan, effective as of the date first written above.

***dynaCERT Inc.***

By:

\_\_\_\_\_  
Name:  
Title:  
(Authorized Signing Officer)

**Accepted:** \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
[Participant Name]