

# **NANALYSIS SCIENTIFIC CORP.**

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

**TO BE HELD ON TUESDAY, JUNE 23, 2020**

### **NOTICE OF MEETING AND MANAGEMENT PROXY AND INFORMATION CIRCULAR**

*THIS NOTICE OF MEETING AND MANAGEMENT INFORMATION CIRCULAR IS FURNISHED IN CONNECTION WITH THE SOLICITATION BY THE MANAGEMENT OF NANALYSIS SCIENTIFIC CORP. OF PROXIES TO BE VOTED AT THE ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS OF NANALYSIS SCIENTIFIC CORP. TO BE HELD ON TUESDAY, JUNE 23, 2020.*

**COVID-19 NOTICE:** IN LIGHT OF THE PUBLIC HEALTH EMERGENCY ASSOCIATED WITH THE COVID-19 PANDEMIC, THE CORPORATION IS REQUESTING ALL SHAREHOLDERS TO REFRAIN FROM ATTENDING THE MEETING IN PERSON AND, INSTEAD, TO VOTE BY PROXY OR BY VOTING INSTRUCTION FORM, BY MAIL, BY FACSIMILE OR BY EMAIL, RATHER THAN ATTENDING THE MEETING IN PERSON. THE CORPORATION WILL LIMIT ATTENDEES AS REQUIRED BY THE MASS GATHERING RESTRICTIONS IMPLEMENTED BY THE GOVERNMENT OF ALBERTA AT THE TIME OF THE MEETING. See the COVID-19 Notice in the Notice of Meeting and Management Information Circular.

**TO BE HELD AT:**

**Bay 1, 4600 - 5th Street NE  
Calgary, AB  
T2E 7C3**

**At 10:00 a.m.**

Dated: May 22, 2020



**NANALYSIS SCIENTIFIC CORP.**

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

**NOTICE IS HEREBY GIVEN THAT AN ANNUAL GENERAL AND SPECIAL MEETING** (the “Meeting”) of holders of common shares (“Common Shares”) of Nanalysis Scientific Corp. (the “Corporation”) will be held at Bay 1, 4600 - 5th Street NE, Calgary, Alberta, T2E 7C3 on Tuesday, June 23, 2020 at 10:00 a.m. for the following purposes:

1. to receive and consider the audited financial statements of the Corporation for the financial year ended December 31, 2019 and the report of the auditor thereon;
2. to fix the number of directors of the Corporation to be elected at the Meeting at five (5);
3. to elect the Board of Directors of the Corporation for the ensuing year;
4. to appoint the auditor of the Corporation for the ensuing year and to authorize the Board of Directors to set the auditor’s remuneration;
5. to consider, and if thought fit, approve the ordinary resolution, as more particularly set forth in the accompanying Management Information Circular prepared for the purpose of the Meeting, relating to the re-approval of the stock option plan of the Corporation;
6. to consider, and if thought fit, approve the ordinary resolution, as more particularly set forth in the accompanying Management Information Circular prepared for the purpose of the Meeting, relating to the approval of the restricted share unit plan of the Corporation; and
7. to transact such other business as may be properly brought before the meeting or any adjournment thereof.

**DATED** this 22nd day of May, 2020.

**BY ORDER OF THE BOARD OF DIRECTORS**

*signed “Sean Krakiwsky”*

**Sean Krakiwsky**

**President, Chief Executive Officer and Director**

**COVID-19 NOTICE:** Due to the public health restrictions implemented to combat the spread of the COVID-19 pandemic, including restrictions on mass gatherings implemented by the Government of Alberta and taking into account the health and safety of our employees, shareholders, service providers and other stakeholders, **THE CORPORATION IS REQUESTING ALL SHAREHOLDERS TO REFRAIN FROM ATTENDING THE MEETING IN PERSON AND, INSTEAD, TO VOTE BY PROXY OR BY VOTING INSTRUCTION FORM, BY MAIL, BY FACSIMILE OR BY EMAIL, RATHER THAN ATTENDING THE MEETING IN PERSON TO VOTE.** Further restrictions with regard to the Meeting may be implemented by the Corporation as required in accordance with applicable laws and to comply with public health restrictions. At the Meeting, the Corporation may adopt screening or other measures for identifying COVID-19 symptoms or risk factors as may be recommended or required by applicable health authorities. These measures may include requiring registered shareholders or duly appointed proxy holders still wishing to attend the Meeting in person to sign a confirmation letter at the Meeting that they are not a confirmed case of COVID-19 or a close contact of a confirmed case of COVID-

19, they are not experiencing cold or flu-like symptoms, including fever, cough, difficulty breathing, muscle aches, fatigue, headache, sore throat or runny nose, and that they have not travelled outside of Canada for a period of two weeks preceding the Meeting date. The Corporation reserves the right to refuse admission to a shareholder or proxyholder seeking to attend the Meeting if the Corporation believes the shareholder or proxyholder poses a health risk to attendees at the Meeting or that admission to the Meeting would otherwise breach public health restrictions. **THE CORPORATION WILL LIMIT ATTENDEES AS REQUIRED BY THE MASS GATHERING RESTRICTIONS IMPLEMENTED BY THE GOVERNMENT OF ALBERTA AT THE TIME OF THE MEETING.** In addition, any attendees will be required to practice social distancing at the Meeting.

**ALL SHAREHOLDERS AND PROXYHOLDERS ARE ENCOURAGED TO LISTEN TO THE MEETING IN REAL TIME VIA TELECONFERENCE AT TOLL-FREE 1-877-385-4099 (Canada and U.S.) OR 00 + 800 4351 6178 (International), CONFERENCE ID: 2400505#.**

**Shareholders will not be able to vote through the teleconference line. In light of the public health restrictions, the Corporation will not be providing a corporate presentation or question and answer session at the Meeting.**

**As the COVID-19 outbreak continues to be a rapidly evolving situation, and in light of changing public health restrictions and recommendations related to COVID-19, there may be changes to the date, time and location of the Meeting, or the Corporation may adjourn or postpone the Meeting. The Corporation will continue to monitor and review provincial and federal governmental guidance in order to assess and implement measures to reduce the risk of spreading the virus at the Meeting. Any such changes will be communicated by news release which will be made available under the Corporation's profile on SEDAR at [www.sedar.com](http://www.sedar.com).**

**WE STRONGLY ENCOURAGE ALL SHAREHOLDERS TO VOTE BY PROXY OR BY VOTING INSTRUCTION FORM RATHER THAN ATTENDING THE MEETING IN PERSON.**

All proxies, to be valid, must be received by AST Trust Company (Canada), Attention: Proxy Department, P.O. Box 721, Agincourt, Ontario M1S 0A1, or alternatively, by facsimile to (416) 368-2502 or toll free in Canada and the United States to 1-866-781-3111 or by email to [proxyvote@astfinancial.com](mailto:proxyvote@astfinancial.com), at least forty-eight (48) hours, excluding Saturdays, Sundays and holidays, before the Meeting or any adjournment thereof. Late proxies may be accepted or rejected by the Chair of the Meeting in his discretion, and the Chair is under no obligation to accept or reject any particular late proxy.

**NANALYSIS SCIENTIFIC CORP.**  
**MANAGEMENT INFORMATION CIRCULAR**  
**SOLICITATION OF PROXIES**

**THIS MANAGEMENT INFORMATION CIRCULAR (“MANAGEMENT INFORMATION CIRCULAR”) IS PROVIDED IN CONNECTION WITH THE SOLICITATION BY MANAGEMENT, OR ITS AGENTS, ADVISORS OR REPRESENTATIVES, OF NANALYSIS SCIENTIFIC CORP. (THE “CORPORATION”) of proxies from the holders of common shares (the “Common Shares”) for the annual general and special meeting of the shareholders of the Corporation (the “Meeting”) to be held on Tuesday, June 23, 2020 at 10:00 a.m. Bay 1, 4600 - 5th Street NE, Calgary, Alberta, T2E 7C3, or at any adjournment thereof for the purposes set out in the accompanying notice of meeting (“Notice of Meeting”).**

Although it is expected that the solicitation of proxies will be primarily by mail, proxies may also be solicited personally or by telephone, facsimile or other proxy solicitation services. In accordance with National Instrument 54-101, arrangements have been made with brokerage houses and other intermediaries, clearing agencies, custodians, nominees and fiduciaries to forward solicitation materials to the beneficial owners of the Common Shares held of record by such persons and the Corporation may reimburse such persons for reasonable fees and disbursements incurred by them in doing so. The costs thereof will be borne by the Corporation.

**COVID 19 NOTICE**

Due to the public health restrictions implemented to combat the spread of the COVID-19 pandemic, including restrictions on mass gatherings implemented by the Government of Alberta and taking into account the health and safety of our employees, shareholders, service providers and other stakeholders, **THE CORPORATION IS REQUESTING ALL SHAREHOLDERS TO REFRAIN FROM ATTENDING THE MEETING IN PERSON AND, INSTEAD, TO VOTE BY PROXY OR BY VOTING INSTRUCTION FORM, BY MAIL, BY FACSIMILE OR BY EMAIL, RATHER THAN ATTENDING THE MEETING IN PERSON TO VOTE.** Further restrictions with regard to the Meeting may be implemented by the Corporation as required in accordance with applicable laws and to comply with public health restrictions. At the Meeting, the Corporation may adopt screening or other measures for identifying COVID-19 symptoms or risk factors as may be recommended or required by applicable health authorities. These measures may include requiring registered shareholders or duly appointed proxy holders still wishing to attend the Meeting in person to sign a confirmation letter at the Meeting that they are not a confirmed case of COVID-19 or a close contact of a confirmed case of COVID-19, they are not experiencing cold or flu-like systems, including fever, cough, difficulty breathing, muscle aches, fatigue, headache, sore throat or runny nose, and that they have not travelled outside of Canada for a period of two weeks preceding the Meeting date. The Corporation reserves the right to refuse admission to a shareholder or proxyholder seeking to attend the Meeting if the Corporation believes the shareholder or proxyholder poses a health risk to attendees at the Meeting or that admission to the Meeting would otherwise breach public health restrictions. **THE CORPORATION WILL LIMIT ATTENDEES AS REQUIRED BY THE MASS GATHERING RESTRICTIONS IMPLEMENTED BY THE GOVERNMENT OF ALBERTA AT THE TIME OF THE MEETING.** In addition, any attendees will be required to practice social distancing at the Meeting.

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**WE STRONGLY ENCOURAGE ALL SHAREHOLDERS TO VOTE BY PROXY OR BY VOTING INSTRUCTION FORM RATHER THAN ATTENDING THE MEETING IN PERSON.**

### **APPOINTMENT AND REVOCATION OF PROXIES**

The persons named (the "Management Designees") in the enclosed instrument of proxy ("Instrument of Proxy") have been selected by the directors of the Corporation and have indicated their willingness to represent as proxy the shareholder who appoints them. A shareholder has the right to designate a person (whom need not be a shareholder) other than the Management Designees to represent him or her at the Meeting. Such right may be exercised by inserting in the space provided for that purpose on the Instrument of Proxy the name of the person to be designated and by deleting therefrom the names of the Management Designees, or by completing another proper form of proxy and delivering the same to the transfer agent of the Corporation. Such shareholder should notify the nominee of the appointment, obtain the nominee's consent to act as proxy and should provide instructions on how the shareholder's shares are to be voted. The nominee should bring personal identification with him or her to the Meeting. In any case, the form of proxy should be dated and executed by the shareholder or an attorney authorized in writing, with proof of such authorization attached (where an attorney executed the proxy form). In addition, a proxy may be revoked by a shareholder personally attending at the Meeting and voting his or her shares.

A form of proxy will not be valid for the Meeting or any adjournment thereof unless it is completed and delivered to the Corporation's transfer agent, AST Trust Company (Canada), Attention: Proxy Department, P.O. Box 721, Agincourt, Ontario M1S 0A1, or alternatively, by facsimile to (416) 368-2502 or toll free in Canada and the United States to 1-866-781-3111 or by email to [proxyvote@astfinancial.com](mailto:proxyvote@astfinancial.com), at least forty-eight (48) hours, excluding Saturdays, Sundays and holidays, before the Meeting or any adjournment thereof. Late proxies may be accepted or rejected by the Chair of the Meeting in his discretion, and the Chair is under no obligation to accept or reject any particular late proxy.

A shareholder who has given a proxy may revoke it as to any matter upon which a vote has not already been cast pursuant to the authority conferred by the proxy. In addition to revocation in any other manner permitted by law, a proxy may be revoked by depositing an instrument in writing executed by the shareholder or by his authorized attorney in writing, or, if the shareholder is a corporation, under its corporate seal by an officer or attorney thereof duly authorized, either at the registered office of the Corporation or with AST Trust Company (Canada), Attention: Proxy Department, P.O. Box 721, Agincourt, Ontario M1S 0A1, or alternatively, by facsimile to (416) 368-2502 or toll free in Canada and the United States to 1-866-781-3111 or by email to [proxyvote@astfinancial.com](mailto:proxyvote@astfinancial.com), at any time up to and including the last business day preceding the date of the Meeting, or any adjournment thereof at which the proxy is to be used, or by depositing the instrument in writing with the Chair of such Meeting on the day of the Meeting, or at any adjournment thereof. In addition, a proxy may be revoked by the shareholder personally attending the Meeting and voting his or her shares.

### **ADVICE TO BENEFICIAL SHAREHOLDERS**

The information set forth in this section is of significant importance to many shareholders, as a substantial number of shareholders do not hold Common Shares in their own name. Shareholders who hold their Common Shares through their brokers, intermediaries, trustees or other persons, or who otherwise do not hold their Common Shares in their own name (referred to in this Management Information

Circular as “**Beneficial Shareholders**”) should note that only proxies deposited by shareholders who appear on the records maintained by the Corporation's registrar and transfer agent as registered holders of Common Shares will be recognized and acted upon at the Meeting. If Common Shares are listed in an account statement provided to a Beneficial Shareholder by a broker, those Common Shares will, in all likelihood, *not* be registered in the shareholder's name. Such Common Shares will more likely be registered under the name of the shareholder's broker or an agent of that broker. In Canada, the vast majority of such shares are registered under the name of CDS & Co. (the registration name for The Canadian Depository for Securities, which acts as nominee for many Canadian brokerage firms). Common Shares held by brokers (or their agents or nominees) on behalf of a broker's client can only be voted (for or against resolutions) at the direction of the Beneficial Shareholder. Without specific instructions, brokers and their agents and nominees are prohibited from voting shares for the broker's clients. **Therefore, each Beneficial Shareholder should ensure that voting instructions are communicated to the appropriate person well in advance of the Meeting.**

Existing regulatory policy requires brokers and other intermediaries to seek voting instructions from Beneficial Shareholders in advance of shareholders' meetings. The various brokers and other intermediaries have their own mailing procedures and provide their own return instructions to clients, which should be carefully followed by Beneficial Shareholders in order to ensure that their Common Shares are voted at the Meeting. The form of proxy supplied to a Beneficial Shareholder by its broker (or the agent of the broker) is substantially similar to the Instrument of Proxy provided directly to registered shareholders by the Corporation. However, its purpose is limited to instructing the registered shareholder (i.e., the broker or agent of the broker) how to vote on behalf of the Beneficial Shareholder. The vast majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. (“**Broadridge**”) in Canada. Broadridge typically prepares a machine-readable voting instruction form, mails those forms to Beneficial Shareholders and asks Beneficial Shareholders to return the forms to Broadridge, or otherwise communicate voting instructions to Broadridge (by way of the Internet or telephone, for example). Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of shares to be represented at the Meeting. **A Beneficial Shareholder who receives a Broadridge voting instruction form cannot use that form to vote Common Shares directly at the Meeting. The voting instruction forms must be returned to Broadridge (or instructions respecting the voting of Common Shares must otherwise be communicated to Broadridge) well in advance of the Meeting in order to have the Common Shares voted. If you have any questions respecting the voting of Common Shares held through a broker or other intermediary, please contact that broker or other intermediary for assistance.**

Although a Beneficial Shareholder may not be recognized directly at the Meeting for the purposes of voting Common Shares registered in the name of his or her broker, a Beneficial Shareholder may attend the Meeting as proxyholder for the registered shareholder and vote the Common Shares in that capacity. **Beneficial Shareholders who wish to attend the Meeting and indirectly vote their Common Shares as proxyholder for the registered shareholder, should enter their own names in the blank space on the form of proxy provided to them and return the same to their broker (or the broker's agent) in accordance with the instructions provided by such broker.**

All references to shareholders in this Management Information Circular and the accompanying Instrument of Proxy and Notice of Meeting are to registered shareholders unless specifically stated otherwise.

This Management Information Circular and the accompanying Instrument of Proxy and Notice of Meeting have been sent directly by the Corporation (through the services of AST Trust Company (Canada)), rather than through an intermediary, to non-objecting beneficial owners under National Instrument 54-101. These security holder materials are being sent to both registered and non-registered owners of the securities. If you are a non-registered owner, and the Corporation or its agent has sent these materials directly to you, your name and address and information about your holdings of securities, have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding on your behalf. By

choosing to send these materials to you directly, the Corporation (and not the intermediary holding on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions. Please return your voting instructions as specified in the request for voting instructions.

### **VOTING OF PROXIES**

Each shareholder may instruct his proxy how to vote his Common Shares by completing the blanks on the Instrument of Proxy. All Common Shares represented at the Meeting by properly executed proxies will be voted or withheld from voting (including the voting on any ballot), 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 proxy will be voted in accordance with such specification. **In the absence of any such specification as to voting on the Instrument of Proxy, the Management Designees, if named as proxy, will vote in favour of the matters set out therein. In the absence of any specification as to voting on any other form of proxy, the Common Shares represented by such form of proxy will be voted in favour of the matters set out therein.**

**The enclosed Instrument of Proxy confers discretionary authority upon the Management Designees, or other persons named as proxy, with respect to amendments to or variations of matters identified in the Notice of Meeting and any other matters which may properly come before the Meeting. As of the date hereof, the Corporation is not aware of any amendments to, variations of or other matters which may come before the Meeting. In the event that other matters come before the Meeting, then the Management Designees intend to vote in accordance with the judgment of management of the Corporation.**

### **QUORUM**

The Articles of the Corporation provide that a quorum of shareholders is present at a meeting of shareholders of the Corporation if at least two persons holding or representing in person or by proxy not less than two and a half (2.5%) percent of the outstanding shares of the Corporation entitled to vote at the Meeting.

### **VOTING SHARES AND PRINCIPAL HOLDERS THEREOF**

The Corporation is authorized to issue an unlimited number of Common Shares without par value, an unlimited number of Class A Voting Preferred shares without par value and an unlimited number of Class B Non-Voting Preferred shares without par value. As at the effective date of this Management Information Circular (the “**Effective Date**”), which is May 22, 2020, 65,902,780 Common Shares are issued and outstanding as fully paid and non-assessable and no Class A Voting Preferred shares or Class B Non-Voting Preferred shares issued and outstanding. The Common Shares are the only shares entitled to be voted at the Meeting and holders of Common Shares are entitled to one vote for each Common Share held.

Holders of Common Shares of record at the close of business on May 19, 2020 (the “**Record Date**”) are entitled to vote such Common Shares at the Meeting on the basis of one vote for each Common Share held except to the extent that, (a) the holder has transferred the ownership of any of his or her Common Shares after the Record Date, and (b) the transferee of those Common Shares produces properly endorsed share certificates, or otherwise establishes that he or she owns the Common Shares, and demands not later than ten (10) days before the day of the Meeting that his or her name be included in the list of persons entitled to vote at the Meeting, in which case the transferee will be entitled to vote his or her Common Shares at the Meeting.

To the knowledge of the directors and the executive officers of the Corporation, as at the Effective Date, no person or company beneficially owns, directly or indirectly, or controls or directs, voting securities carrying 10% or more of the voting rights attached to any class of voting securities of the Corporation.

## EXECUTIVE COMPENSATION

### Compensation Discussion and Analysis

The compensation program of the Corporation is designed to attract, motivate, reward and retain knowledgeable and skilled executives required to achieve the Corporation's corporate objectives and increase shareholder value. The main objective of the compensation program is to recognize the contribution of the executive officers to the overall success and strategic growth of the Corporation. The compensation program is designed to reward management performance by aligning a component of the compensation with the Corporation's business performance and share value. The philosophy of the Corporation is to pay the executives of the Corporation a total compensation amount that is competitive with other similar sized companies, although no specific benchmarks have been used, and is consistent with the experience and responsibility level of such executives. The purpose of executive compensation is to reward the executives for their contributions to the achievements of the Corporation on both an annual and long term basis.

The compensation program provides long term incentives to its executive officers and directors through grants of stock options under the Corporation's stock option plan. Increasing the value of the Corporation's Common Shares increases the value of the stock options. This incentive closely links the interests of the Named Executive Officers ("NEOs") and directors to shareholders of the Corporation.

The Board of Directors is satisfied that there were not any identified risks arising from the Corporation's compensation plans or policies that would have had any negative or material impact on the Corporation. The Corporation does not have any policy in place to permit an executive officer or director to purchase financial instruments, including, for greater certainty, prepaid variable forward contracts, equity swaps, collars, or units of exchange funds, that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by the executive officer or director.

Effective October 28, 2019, the Corporation entered into an employment agreement (the "**Caplette Employment Agreement**") with Luke Caplette, which provided that Mr. Caplette would act in the capacity of Chief Financial Officer of the Corporation. Under the terms of the Caplette Employment Agreement, in the event of termination by the Corporation without cause, Mr. Caplette is entitled to a payment in the amount of three (3) months of base salary, plus (1) month per year of service. The Caplette Employment Agreement may also be terminated by the Corporation for cause by providing Mr. Caplette written notice. The Caplette Employment Agreement continues until terminated by either party, as set forth above.

Effective September 1, 2019, the Corporation entered into an employment agreement (the "**Krakiwsky Employment Agreement**") with Sean Krakiwsky, which provided that Mr. Krakiwsky would act in the capacity of Chief Executive Officer of the Corporation. Under the terms of the Krakiwsky Employment Agreement, in the event of termination by the Corporation without cause, Mr. Krakiwsky is entitled to a payment in the amount of twelve (12) months of base salary. The Krakiwsky Employment Agreement may also be terminated by the Corporation for cause or in the event of disability of Mr. Krakiwsky, and by providing Mr. Krakiwsky thirty (30) days prior written notice. The Krakiwsky Employment Agreement continues until terminated by either party, as set forth above.

### **Share-based and Option-based Awards**

The Board of Directors granted an aggregate of 625,000 stock options to directors and executive officers under the Stock Option Plan (as defined below) during the financial year ended December 31, 2019.

The allocation of the number of stock options granted among the directors and executive officers of the Corporation is approved by the entire Board of Directors. See "*Incentive Plan Awards*" below and "*DIRECTOR COMPENSATION - Incentive Plan Awards*" below.

## Oversight and Description of Director and NEO Compensation

The Board has not created or appointed a compensation committee given the Corporation's current size and stage of development. All tasks related to developing and monitoring the Corporation's approach to the compensation of the Corporation's NEOs and directors are performed by the members of the Board. The compensation of the NEOs, directors and the Corporation's employees or consultants, if any, is reviewed, recommended and approved by the Board with reference to peer group data. NEOs that are also directors of the Corporation are involved in discussions relating to compensation, but disclose their interest in, and abstain from voting on, decisions related to their own respective compensation.

The overall objective of the Corporation's compensation strategy is to offer short, medium and long-term compensation components to ensure that the Corporation has in place programs to attract, retain and develop management of the highest calibre and has in place a process to provide for the orderly succession of management, including receipt on an annual basis of any recommendations of the CEO, if any, in this regard. The Corporation currently has a short term compensation component in place, which includes the payment of management fees to certain NEOs, and a long-term compensation component in place, which includes the grant of stock options under the Plan. The Corporation intends to further develop these compensation components. The Board may in the future consider, on an annual basis, an award of bonuses to key executives and senior management. The amount and award of such bonuses is expected to be discretionary, depending on, among other factors, the financial performance of the Corporation and the performance of the executive officer. The Board considers that the payment of such discretionary annual cash bonuses may satisfy the medium term compensation component.

The objectives of the Corporation's compensation policies and procedures are to align the interests of the Corporation's employees with the interests of the shareholders of the Corporation. Therefore, a significant portion of total compensation granted by the Corporation, being the grant of stock options, is based upon overall corporate performance. The Corporation relies on Board discussion, using objectives, criteria and analysis, when determining executive compensation. The Board in consultation with management sets performance goals in connection with the annual incentive plans.

### Summary Compensation Table

The following table sets forth all annual and long term compensation for the three most recently completed financial years for services in all capacities to the Corporation and its subsidiaries, if any, in respect of individual(s) who were acting as, or were acting in a capacity similar to, a chief executive officer or chief financial officer and the three most highly compensated executive officers whose total compensation exceeded \$150,000 per annum (the "Named Executive Officers").

SUMMARY COMPENSATION TABLE

Name and Principal Position	Year Ended December 31	Consulting Fees/Salary (\$)	Share-Based Awards (\$) <sup>(1)</sup>	Option-Based Awards (\$) <sup>(2)</sup>	Non-Equity Incentive Plan Compensation (\$)		Pension Value (\$)	All Other Compensation (\$)	Total Compensation (\$)
					Annual Incentive Plans	Long-Term Incentive Plans			
Sean Krakiwsky President, Chief Executive Officer and Director	2019	\$193,337	\$14,520	\$54,000	\$25,000	Nil	Nil	\$6,100 <sup>(6)</sup>	\$292,957

## SUMMARY COMPENSATION TABLE

Name and Principal Position	Year Ended December 31	Consulting Fees/Salary (\$)	Share-Based Awards (\$) <sup>(1)</sup>	Option-Based Awards (\$) <sup>(2)</sup>	Non-Equity Incentive Plan Compensation (\$)		Pension Value (\$)	All Other Compensation (\$)	Total Compensation (\$)
					Annual Incentive Plans	Long-Term Incentive Plans			
Luke Caplette Chief Financial Officer <sup>(4)</sup>	2019	\$28,417	Nil	\$22,500	Nil	Nil	Nil	Nil	\$50,917
Gary Reavie Former Chief Financial Officer <sup>(3)</sup>	2019	\$106,445	Nil	Nil	Nil	Nil	Nil	Nil	\$106,445
Martin Burian Director and Former President, Chief Executive Officer, Chief Financial Officer <sup>(5)</sup>	2019	\$13,200	Nil	\$55,600	Nil	Nil	Nil	Nil	\$68,800
	2018	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2017	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil

**Notes:**

- (1) “**Share-Based Award**” means an award under an equity incentive plan of equity-based instruments that do not have option-like features, including, for greater certainty, common shares, restricted shares, restricted share units, deferred share units, phantom shares, phantom share units, common share equivalent units and stock. The “award date fair value” has been determined by using the Black-Scholes-Merton model. See “*Narrative Discussion*” below.
- (2) “**Option-Based Award**” means an award under an equity incentive plan of options, including, for greater certainty, share options, share appreciation rights and similar instruments that have option-like features. The “grant date fair value” has been determined by using the Black-Scholes-Merton model. See “*Narrative Discussion*” below.
- (3) Mr. Reavie resigned as the Corporation’s Chief Financial Officer effective October 28, 2019.
- (4) Mr. Caplette was appointed as the Corporation’s Chief Financial Officer effective October 28, 2019.
- (5) Mr. Burian ceased to be the Corporation’s President, CEO and CFO on June 4, 2019.
- (6) The amounts disclosed in other compensation represents Mr. Krakiwsky car allowance.

**Narrative Discussion**

Calculating the value of stock options using the Black-Scholes-Merton model is very different from a simple “in-the-money” value calculation. In fact, stock options, that are well out-of-the-money can still have a significant “grant date fair value” or “award date fair value” based on a Black-Scholes-Merton model, especially where, as in the case of the Corporation, the price of the underlying share is highly volatile. Accordingly, caution must be exercised in comparing grant/award date fair value amounts with cash compensation or an in-the-money option value calculation.

**Incentive Plan Awards****Stock Options and Other Compensation Securities**

The following table sets forth details of all awards outstanding for each Named Executive Officer of the Corporation as of the most recent financial year end, including awards granted before the most recently completed financial year.

Name and Title	Option-Based Awards				Share-Based Awards		
	Number of Securities Underlying Unexercised Options (#)	Option Exercise Price (\$)	Option Expiration Date	Value of Unexercised In-the-Money Option <sup>(1)(2)</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 (\$)
<b>Sean Krakiwsky</b> President, Chief Executive Officer and Director	300,000	\$0.60	October 23, 2024	Nil	N/A	N/A	N/A
<b>Luke Caplette</b> Chief Financial Officer	125,000	\$0.60	October 23, 2024	Nil	N/A	N/A	N/A
<b>Martin Burian</b> Director and Former President, CEO and CFO	200,000	\$0.60	June 04, 2024	Nil	N/A	N/A	N/A

**Notes:**

- (1) Unexercised “in-the-money” options refer to the options in respect of which the market value of the underlying securities as at the financial year end exceeds the exercise or base price of the option.
- (2) The aggregate of the difference between the market value of the Common Shares as at December 31, 2019, being \$0.48 per Common Share, and the exercise price of the options.

None of the awards disclosed in the table above have been transferred at other than fair market value.

**Incentive Plan Awards - Value Vested or Earned During the Year**

The following table sets forth the value of option-based awards and share-based awards which vested or were earned during the most recently completed financial year for each Named Executive Officer.

Name and Title	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 (\$)
<b>Sean Krakiwsky</b> President, Chief Executive Officer and Director	\$3,403	\$14,520	\$25,000
<b>Luke Caplette</b> Chief Financial Officer	\$1,418	Nil	Nil
<b>Martin Burian</b> Director and Former President, CEO and CFO	\$21,997	Nil	Nil

**Narrative Discussion**

The Corporation has a stock option plan (the “**Stock Option Plan**”) previously approved by the shareholders of the Corporation on April 30, 2019. The significant terms of the Stock Option Plan are disclosed in this Management Information Circular under “*PARTICULARS OF MATTERS TO BE ACTED UPON - Re-approval of Stock Option Plan*” and attached hereto as Schedule “A”.

### Pension Plan Benefits

The Corporation does not have in place any deferred compensation plan or pension plan that provides for payments or benefits at, following or in connection with retirement.

### Termination and Change of Control Benefits

Other than as set forth below, the Corporation is not a party to any contract, agreement, plan or arrangement that provides for payments to a Named Executive Officer at, following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change in control of the Corporation, its subsidiaries or affiliates or a change in a Named Executive Officer's responsibilities.

Pursuant to the Caplette Employment Agreement, in the event of termination by the Corporation without cause, Mr. Caplette is entitled to a payment in the amount of twelve (3) months of base salary. The Krakiwsky Employment Agreement may also be terminated by the Corporation for cause or in the event of disability of Mr. Krakiwsky, and by providing Mr. Krakiwsky thirty (30) days prior written notice. The Krakiwsky Employment Agreement continues until terminated by either party, as set forth above.

Pursuant to the Krakiwsky Employment Agreement, in the event of termination by the Corporation without cause, Mr. Krakiwsky is entitled to a payment in the amount of twelve (12) months of base salary. The Krakiwsky Employment Agreement may also be terminated by the Corporation for cause or in the event of disability of Mr. Krakiwsky, and by providing Mr. Krakiwsky thirty (30) days prior written notice. The Krakiwsky Employment Agreement continues until terminated by either party, as set forth above.

## DIRECTOR COMPENSATION

During the year ended December 31, 2019, the Corporation had five (5) directors, two (2) of which were also Named Executive Officers. For a description of the compensation paid to the Named Executive Officers of the Corporation who also acted as directors of the Corporation, see "*EXECUTIVE COMPENSATION*".

### Director Compensation Table

The following table sets forth all compensation provided to directors who are not also Named Executive Officers ("**Outside Directors**") of the Corporation for the most recently completed financial year.

<u>Name</u>	<u>Fees Earned (\$)</u>	<u>Share- Based Awards (\$)<sup>(1)</sup></u>	<u>Option- Based Awards (\$)<sup>(2)</sup></u>	<u>Non-Equity Incentive Plan Compensation (\$)</u>	<u>Pension Value (\$)</u>	<u>All Other Compensation (\$)</u>	<u>Total (\$)</u>
<b>Steve Meszaros<sup>(3)</sup></b>	Nil	\$19,800	Nil	Nil	Nil	Nil	\$19,800
<b>Werner Gartner</b>	Nil	\$19,800	Nil	Nil	Nil	Nil	\$19,800
<b>Michal Okoniewski</b>	Nil	\$19,800	Nil	Nil	Nil	Nil	\$19,800

#### **Notes:**

- (1) "**Share-Based Award**" means an award under an equity incentive plan of equity-based instruments that do not have option-like features, including, for greater certainty, common shares, restricted shares, restricted share units, deferred share units, phantom shares, phantom share units, common share equivalent units and stock. The "award date fair value" has been determined by using the Black-Scholes-Merton model.
- (2) "**Option-Based Award**" means an award under an equity incentive plan of options, including, for greater certainty, share options, share appreciation rights and similar instruments that have option-like features. The "grant date fair value" has been determined by using the Black-Scholes-Merton model.

- (3) Steve Meszaros ceased to be a director of the Corporation on May 13, 2020.

### **Incentive Plan Awards**

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

The following table sets forth details of all awards outstanding for each Outside Director of the Corporation as of the most recent financial year end, including awards granted before the most recently completed financial year.

Name	Option-Based Awards				Share-Based Awards		
	Number of Securities Underlying Unexercised Options (#)	Option Exercise Price (\$)	Option Expiration Date	Value of Unexercised in-the-money Option <sup>(1)(2)</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 (\$)
Steve Meszaros <sup>(3)</sup>	121,000	\$0.27	February 19, 2020	\$25,410	N/A	N/A	N/A
Werner Gartner	121,000	\$0.36	April 23, 2020	\$14,520	N/A	N/A	N/A
Michal Okoniewski	Nil	Nil	Nil	Nil	N/A	N/A	N/A

**Notes:**

- (1) Unexercised “in-the-money” options refer to the options in respect of which the market value of the underlying securities as at the financial year end exceeds the exercise or base price of the option.
- (2) The aggregate of the difference between the market value of the Common Shares as at December 31, 2019, being \$0.48 per Common Share, and the exercise price of the options.
- (3) Steve Meszaros ceased to be a director of the Corporation on May 13, 2020.

None of the awards disclosed in the table above have been transferred at other than fair market value.

#### **Incentive Plan Awards - Value Vested or Earned During the Year**

The following table sets forth the value of option-based awards and share-based awards which vested or were earned during the most recently completed financial year for Outside Directors of the Corporation.

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 (\$)
Steve Meszaros <sup>(2)</sup>	Nil	N/A	N/A
Werner Gartner	Nil	N/A	N/A
Michal Okoniewski	Nil	N/A	N/A

**Notes:**

- (1) All option-based awards have been granted as fully vested. See “*Outstanding Share-Based Awards and Option-Based Awards*” for the value of unexercised in-the-money options.
- (2) Steve Meszaros ceased to be a director of the Corporation on May 13, 2020.

## **Narrative Discussion**

The significant terms of the Stock Option Plan are disclosed in this Management Information Circular under “*PARTICULARS OF MATTERS TO BE ACTED UPON - Re-approval of Stock Option Plan*” and attached hereto as Schedule “A”.

## **Other Compensation**

Other than as set forth herein, the Corporation did not pay any other compensation to executive officers or directors (including personal benefits and securities or properties paid or distributed which compensation was not offered on the same terms to all full time employees) during the last completed financial year other than benefits and perquisites which did not amount to \$10,000 or greater per individual.

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

The following table sets forth securities of the Corporation that are authorized for issuance under equity compensation plans as at the end of the Corporation’s most recently completed financial year.

<b><u>Plan Category</u></b>	<b><u>Number of securities to be issued upon exercise of outstanding options, warrants and rights</u></b>	<b><u>Weighted-average exercise price of outstanding options, warrants and rights</u></b>	<b><u>Number of securities remaining available for future issuance under equity compensation plans (excluding outstanding securities reflected in Column 1)<sup>(1)</sup></u></b>
Equity compensation plans approved by securityholders	3,893,500 Common Shares	\$0.46 per Common Share	2,342,600 Common Shares
Equity compensation plans not approved by securityholders	Nil	Nil	Nil
Total	3,893,500 Common Shares	\$0.46 per Common Share	2,342,600 Common Shares

### **Note:**

- (1) The aggregate number of Common Shares that may be reserved for issuance under the Stock Option Plan shall not exceed 10% of the Corporation’s issued and outstanding Common Shares. As at December 31, 2019, the number of Common Shares issued and outstanding was 62,361,000. As at the Effective Date, the Corporation had 65,902,780 Common Shares and 4,444,750 stock options issued and outstanding, leaving 2,145,528 Common Shares remaining available for issuance under the Stock Option Plan.

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

No director, executive officer, employee or former director, executive officer or employee of the Corporation nor any of their associates or affiliates, is, or has been at any time since the beginning of the last completed financial year, indebted to the Corporation nor has any such person been indebted to any other entity where such indebtedness is the subject of a guarantee, support agreement, letter of credit or similar arrangement or understanding, provided by the Corporation.

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

Other than as set forth below and herein, or as previously disclosed, the Corporation is not aware of any material interests, direct or indirect, by way of beneficial ownership of securities or otherwise, of any director or executive officer, proposed nominee for election as a director or any shareholder holding more than 10% of the voting rights attached to the Common Shares or any associate or affiliate of any of the

foregoing in any transaction in the preceding financial year or any proposed or ongoing transaction of the Corporation which has or will materially affect the Corporation.

### **MANAGEMENT CONTRACTS**

During the most recently completed financial year, no management functions of the Corporation were 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.

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

Except as otherwise set out herein, no director or executive officer of the Corporation or any proposed nominee of management of the Corporation for election as a director of the Corporation, nor any associate or affiliate of the foregoing persons has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in matters to be acted upon at the Meeting.

### **AUDIT COMMITTEE**

#### **Audit Committee Terms of Reference**

The text of the Corporation's Audit Committee charter is set out in Schedule "B" attached to this Circular.

#### **Audit Committee Composition**

The following are the members of the Audit Committee, as at the date hereof:

Werner Gartner	Independent <sup>(1)(2)</sup>	Financially literate <sup>(1)</sup>
Martin Burian	Independent <sup>(1)</sup>	Financially literate <sup>(1)</sup>
Michal Okoniewski	Independent <sup>(1)</sup>	Financially literate <sup>(1)</sup>

#### **Notes:**

- (1) As defined by National Instrument 52-110 ("NI 52-110").
- (2) Chair of the Audit Committee.

#### **Relevant Education and Experience**

All of the members of the Audit Committee have been either directly or indirectly involved in the preparation of the financial statements, filing of quarterly and annual financial statements, dealing with auditors, or as a member of the Audit Committee. All members of the Audit Committee have the ability to read, analyze and understand the complexities surrounding the issuance of financial statements.

#### **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 to nominate or compensate an external auditor not adopted by the Board of Directors.

#### **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 an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110 (securities regulatory authority exemption).

### **Pre-Approval Policies and Procedures**

The Audit Committee had adopted specific policies and procedures for the engagement of non-audit services as described in the Audit Committee Charter attached as Schedule “B” to this Circular.

### **External Auditor Service Fees**

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

<b>Financial Year Ending</b>	<b>Audit Fees</b>	<b>Audit Related Fees</b>	<b>Tax Fees</b>	<b>All Other Fees</b>
2018	\$8,103	Nil	\$800	Nil
2019	\$40,000	\$16,405	\$29,610	Nil

### **CORPORATE GOVERNANCE**

Corporate governance relates to the activities of the Board of Directors, the members of which are elected by and are accountable to the shareholders, and takes into account the role of the individual members of management who are appointed by the Board of Directors and who are charged with the day to day management of the Corporation. The Board of Directors is committed to sound corporate governance practices which are both in the interest of its shareholders and contribute to effective and efficient decision making.

Pursuant to National Instrument 58-101 Disclosure of Corporate Governance Practices (“NI 58-101”), the Corporation is required to disclose its corporate governance practices as summarized below.

#### **Board of Directors**

The Board of Directors is currently comprised of five (5) members. All of these individuals are nominated for re-election at the Meeting. Mr. Martin Burian, Mr. Werner Gartner, Mr. Michal Okoniewski and Mr. Guido Cloetens are the current independent directors of the Corporation. Mr. Martin Burian, although he was the Chief Executive Officer and Chief Financial Officer of the Corporation until June 4, 2019, is also considered an independent director as he does not have a material relationship with the Corporation as described in National Instrument 52-110 (“NI 52-110”), including section 1.4(3)(f) of NI 52-110. In that regard, Mr. Burian did not receive direct compensation from the Corporation greater than \$75,000, as Mr. Burian received all of his compensation for acting as a member of the Board of Directors.

Mr. Sean Krakiwsky, the President and Chief Executive Officer of the Corporation is a member of management and, as a result, not an independent director.

NI 58-101 suggests that the board of directors of a public company should be constituted with a majority of individuals who qualify as “independent” directors. An “independent” director is a director who has no direct or indirect material relationship with the Corporation. A material relationship is a relationship which could, in the view of the board of directors, reasonably interfere with the exercise of a director’s independent judgement. As disclosed above, the Board of Directors is comprised of a majority of independent directors. The independent judgement of the Board of Directors in carrying out its responsibilities is the responsibility of all directors. The Board of Directors of the Corporation facilitates independent supervision of management through meetings of the Board of Directors and through frequent informal discussions among independent members of the Board of Directors and management. In addition, the Board of Directors have free access to the Corporation’s external auditors, legal counsel and to any of the Corporation’s officers.

## **Directorships**

The following directors of the Corporation were directors of other reporting issuers during the most recently completed financial year:

<b>Name</b>	<b>Name of Reporting Issuer</b>	<b>Name of Exchange or Market (if applicable)</b>	<b>Position</b>
Michal Okoniewski	Acceleware Ltd.	TSXV: AXE	CSO & Director
Martin Burian	Elysee Development Corp. Canarc Resource Corp. Assure Holdings Corp. RBI Ventures Ltd.	TSXV: ELC TSX: CCM TSXV: IOM TSXV: RBI-H	Director Director Director Director
Guido Cloetens	Elysee Development Corp.	TSXV:ELC	CEO & Director

## **Orientation and Continuing Education**

Each new director is given an outline of the nature of the Corporation's business, its corporate strategy and current issues with the Corporation. New directors are also expected to meet with management of the Corporation to discuss and better understand the Corporation's business and are advised by counsel to the Corporation of their legal obligations as directors of the Corporation. There is currently no Nanalysis Scientific Corp. Board Policy Manual; however, the Corporation may consider preparing one in the future.

The introduction and education process will be reviewed on an annual basis by the Board of Directors and will be revised as necessary.

## **Ethical Business Conduct**

The Board of Directors may consider adopting a written code of business conduct and ethics but has decided not to adopt such a code at the present time.

The Board of Directors has found that the fiduciary duties placed on individual directors by the Corporation's governing corporate legislation and the common law and the restrictions placed by applicable corporate legislation on an individual director's participation in decisions of the Board of Directors in which the director has an interest have been sufficient to ensure that the Board of Directors operates independently of management and in the best interests of the Corporation.

Under corporate legislation, a director is required to act honestly and in good faith with a view to the best interests of the Corporation and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. In addition, as the directors of the Corporation also serve as directors and officers of other companies engaged in similar business activities, directors must comply with the conflict of interest provisions of the *Business Corporations Act* (British Columbia), as well as the relevant securities regulatory instruments, in order to ensure that directors exercise independent judgment in considering transactions and agreements in respect of which a director or officer has a material interest. Any interested director would be required to declare the nature and extent of his interest and would not be entitled to vote at meetings of directors which evoke such a conflict.

## **Nomination of Directors**

The Board of Directors has not appointed a nominating committee as the Board of Directors selects new nominees for election by the shareholders to the Board of Directors. The nominees are selected pursuant to formal and informal discussions among the members of the Board of Directors and management taking into account criteria such as personal qualities, characteristics, accomplishments, reputations, contacts in the business community, ability to commit time, fit and diversity of view point.

### **Other Board of Directors Committees**

The Board of Directors has no other standing committees at this time other than the Audit Committee described above.

### **Assessments**

The Board of Directors has not implemented a formal process for assessing its, or its members', effectiveness. As a result of the limited number of individuals on the Board of Directors, the Board of Directors consider a formal assessment process to be inappropriate at this time. The Board of Directors plans to continue evaluating its own effectiveness on an annual basis.

### **PARTICULARS OF MATTERS TO BE ACTED UPON**

To the knowledge of the Board of Directors of the Corporation, the only matters to be brought before the meeting are those matters set forth in the accompanying Notice of Meeting.

#### **1. Report and Financial Statements**

The Board of Directors of the Corporation has approved all of the information in the audited financial statements of the Corporation for the year ended December 31, 2019 and the report of the auditor thereon, copies of which are delivered herewith.

#### **2. Fix Number of Directors to be Elected at the Meeting**

Shareholders of the Corporation will be asked to consider and, if thought appropriate, to approve and adopt an ordinary resolution fixing the number of directors to be elected at the Meeting. In order to be effective, an ordinary resolution requires the approval of a majority of the votes cast by shareholders who vote in respect of the resolution.

At the Meeting, it will be proposed that five (5) directors be elected to hold office until the next annual general meeting or until their successors are elected or appointed. **Unless otherwise directed, it is the intention of the Management Designees, if named as proxy, to vote in favour of the ordinary resolution fixing the number of directors to be elected at the Meeting at five (5).**

#### **3. Election of Directors**

The Corporation currently has five (5) directors and all of these directors are being nominated for re-election at the Meeting. The following table sets forth the name of each of the persons proposed to be nominated for election as a director, all positions and offices in the Corporation presently held by such nominee, the nominee's municipality of residence, principal occupation at the present and during the preceding five years, the period during which the nominee has served as a director, and the number and percentage of Common Shares of the Corporation that the nominee has advised are beneficially owned by the nominee, directly or indirectly, or over which control or direction is exercised, as of the Effective Date.

**Unless otherwise directed, it is the intention of the Management Designees, if named as proxy, to vote for the election of the persons named in the following table to the Board of Directors.** Management does not contemplate that any of such nominees will be unable to serve as directors; however, if for any reason any of the proposed nominees do not stand for election or are unable to serve as such, **proxies held by Management Designees will be voted for another nominee in their discretion unless the shareholder has specified in his form of proxy that his Common Shares are to be withheld from voting in the election of directors.** Each director elected will hold office until the next annual general meeting of shareholders or until his successor is duly elected, unless his office is earlier vacated in accordance with the

by-laws of the Corporation or the provisions of the *Business Corporations Act* to which the Corporation is subject.

Name, Municipality of Residence, Office and Date Became a Director	Present Occupation and Positions Held During the Last Five Years	Number and Percentage of Common Shares Held or Controlled as at the Date of this Management Information Circular <sup>(1)</sup>
<b>Sean Krakiwsky</b> Calgary, Alberta Chief Executive Officer, Chair and Director June 4, 2019	President and Chief Executive Officer of the Corporation since June 4, 2019. Previously, Mr. Krakiwsky had been the President and CEO of Nanalysis Corp. since July 2009 which is a wholly-owned subsidiary of the Corporation. He has over 20 years of experience founding high technology startups, including Acceleware Ltd. (TSXV: AXE) which is a high performance computing company with dozens of fortune 500 customers. He has a B.Sc. and M.Sc. in Electrical Engineering from the University of Calgary.	1,164,429 (1.77%)
<b>Martin Burian<sup>(2)</sup></b> Vancouver, British Columbia Director February 27, 2017	Mr. Burian is Managing Director, Investment Banking at RCI Capital Group and CFO of Heffel Gallery Limited. Mr. Burian has spent 30 years in investment banking including Haywood Securities and Canaccord Capital and presently serves on the Board of Directors of five public companies. Mr. Burian is a CPA and a Chartered Business Valuator.	518,500 <sup>(3)</sup> Less than 1%
<b>Werner Gartner<sup>(2)</sup></b> Calgary, Alberta Director June 4, 2019	Business Consultant. Mr. Gartner has over 25 years executive/board experience with technology-based businesses, primarily with companies in the GPS (global positioning system)/GNSS (global navigation satellite system) and wireless sectors. Mr. Gartner has served on the Board of Directors and/or advised several technology companies, including Hemisphere GNSS Inc., 4iiii Innovation Inc., RoboGarden Inc., Beijing UniStrong Science and Technology Co., Trusted Positioning Inc., and Profound Positioning Inc. He is also a member of the board of directors of Tecterra, an Alberta government-funded organization mandated to spur the development and commercialization of geospatial technologies. In addition, Mr. Gartner is a member of the A100, an organization composed of technology company founders and entrepreneurs focused on growing the Alberta technology sector. He is also a member of the Institute of Corporate Directors in Canada. Mr. Gartner received a BSc from Western University in Ontario, an MBA from the Schulich School of Business at York University in Toronto and is a CPA/CMA.	791,385 (1.20%)
<b>Michal Okoniewski<sup>(2)</sup></b> Calgary, Alberta June 4, 2019	Dr. Okoniewski is a co-founder, Director and Chief Scientific Officer of Acceleware. A renowned expert in applied electrodynamics and RF/antenna engineering, Dr. Okoniewski has a proven history of developing leading-edge scientific solutions for the electronic, medical and energy industries. With over 30 years of experience, Dr. Okoniewski has pioneered hardware acceleration of computational electromagnetics, authoring over 350 technical publications and holding several patents. His GPU accelerated FDTD solver revolutionized the engineering of electronic devices. More recently, his patents and knowledge are being applied in the energy industry for the production of heavy oils in unconventional reservoirs. Prior to co-founding Acceleware in 2004, Dr. Okoniewski worked with TR-Labs, and provided consulting services for the electronic and biomedical industries in North America and Europe. Dr. Okoniewski has a PhD in electrical engineering from the Technical University, Gdansk, and is a fellow of IEEE (Institute of Electrical and Electronics Engineers). He is a professor for the Electrical and Computer Engineering Department with the Schulich School of Engineering at the University of Calgary (Canada).	1,021,500 <sup>(4)</sup> (1.55%)

<u>Name, Municipality of Residence, Office and Date Became a Director</u>	<u>Present Occupation and Positions Held During the Last Five Years</u>	<u>Number and Percentage of Common Shares Held or Controlled as at the Date of this Management Information Circular<sup>(1)</sup></u>
<b>Guido Cloetens</b> Zemst, Belgium Director May 13, 2020	Since 2012 Mr. Cloetens is the Chairman and CEO of Elysee Development Corp an investment company listed on the TSX-V under the symbol ELC. Mr. Cloetens is a Certified investment advisor (EHSAL Brussels) and holds a degree in Corporate Finance, Investment and financial statement analysis (ULB). After a career of 25 years working for different European banks in wealth management and institutional investing Mr. Cloetens' focus now is on assisting junior companies in raising capital and creating investor awareness.	83,750 Less than 1%

**Notes:**

- (1) The information as to shares beneficially owned, not being within the knowledge of the Corporation, has been furnished by the respective directors.
- (2) Members of the Corporation's Audit Committee.
- (3) 100,000 Common Shares are controlled by Burian Investments Inc., of which Mr. Burian is sole shareholder and director.
- (4) 156,000 are held by Mr. Okoniewski's wife Ewa Okoniewska.

*Cease Trade Orders*

No proposed director, within 10 years before the date of this Management Information Circular, has been a director, chief executive officer or chief financial officer of any company that:

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

*Bankruptcies*

No proposed director, within 10 years before the date of this Management Information Circular, has been a director or executive officer of any company that, while the proposed director was acting in that capacity, or within a year of the proposed director 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.

*Personal Bankruptcies*

No proposed director has, within 10 years before the date of this Management Information Circular, 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 such proposed director.

### *Penalties and Sanctions*

No proposed director has been subject to:

- (a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or
- (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable security holder in deciding whether to vote for a proposed director,

other than a settlement agreement entered into before December 31, 2000 that would likely not be important to a reasonable security holder in deciding whether to vote for a proposed director.

#### **4. Appointment of Auditor**

The shareholders of the Corporation will be asked to vote for the appointment of Ernst & Young LLP, Chartered Accountants, Calgary, Alberta (“**E&Y LLP**”), as auditor of the Corporation. **Unless directed otherwise by a proxy holder, or such authority is withheld, the Management Designees, if named as proxy, intend to vote the Common Shares represented by any such proxy in favour of a resolution appointing E&Y LLP, as auditor of the Corporation for the next ensuing year**, to hold office until the close of the next annual general meeting of shareholders or until E&Y LLP is removed from office or resigns as provided by the Corporation's by-laws, and the Management Designees also intend to vote the Common Shares represented by any such proxy in favour of a resolution authorizing the Board of Directors to set the compensation of the auditor.

Crowe Mackay LLP, the former auditor, resigned as auditor effective December 17, 2019, at the request of the Corporation. The change of auditor was made due to the Corporation's desire to move to a different audit firm. E&Y LLP, the current auditor of the Corporation, was appointed auditor of the Corporation effective December 17, 2019, by the Board of Directors.

In accordance with Part 4.11 of National Instrument 51-102, the “Reporting Package”, which includes the notice of change of auditor, letter from the former auditor, and the letter from the successor auditor, was filed on December 17, 2019 with the necessary securities commissions and on SEDAR, and copies of these documents are attached hereto and made a part hereof as Schedule “C”.

#### **5. Re-Approval of Stock Option Plan**

The Corporation has a stock option plan (the “**Stock Option Plan**”) previously approved by the shareholders of the Corporation. A copy of the Stock Option Plan is attached hereto as Schedule “A”.

The Stock Option Plan shall be administered by the Board of Directors of the Corporation, or if appointed, by a special committee of directors appointed from time to time by the Board of Directors (the “**Board**”). The material terms of the Stock Option Plan are as follows (capitalized terms not otherwise defined herein have the meanings ascribed to such terms in the Stock Option Plan):

1. Options granted will not be permitted to exceed a term of five (5) years (subject to extension where the expiry date falls within a "blackout period" as defined therein).
2. The exercise price of any Options granted under the Option Plan will be determined by the Board, in its sole discretion, but shall not be less than the closing price of the Corporation's Common Shares on the last trading day before the directors grant such Options, less the maximum discount permitted by the Exchange, subject to a minimum exercise price of \$0.05 per Common Share.

3. No vesting requirements will apply to Options granted thereunder other than in relation to Options granted to persons providing investor relations activities; however, a four-month hold period will apply to all Options and to any Common Shares issued upon exercise of such Options, commencing from the date of the grant of the Options, if the exercise price of the Option is based on a discount from the Market Price and also for all Options granted to Insiders.
4. All Options are non-assignable and non-transferable.
5. The maximum aggregate number of Options that can be granted (i) to any one Person in a 12 month period may not exceed five percent (5%) of the issued Common Shares, unless the Corporation has obtained the requisite Disinterested Shareholder Approval; and (ii) to a Consultant in a 12 month period may not exceed two percent (2%) of the issued Common Shares, in both instances, where such percentages are calculated on the date the Options are granted. No more than an aggregate of two percent (2%) of the issued Common Shares may be granted to all persons retained to provide investor relations activities, calculated on the date the Options are granted.
6. If the Option holder ceases to be an Eligible Person (other than by reason of death), then all Options granted to such Option holder shall expire within 90 days following the date that the Option holder ceases to be an Eligible Person. If the Option holder ceases to be an Eligible Person by reason of death, the Option holder's heirs or administrators can exercise any portion of the outstanding Option, for a period of one year from the Option holder's death. If the Option holder is engaged in investor relations activities, the Options must expire within 30 days after the Option holder ceases to be employed by the Corporation to provide investor relations activities.
7. Disinterested Shareholder Approval must be obtained for (i) any reduction in the exercise price of an outstanding Option, if the Option holder is an Insider of the Corporation at the time of the proposed reduction; (ii) any grant of Options to Insiders, together with all of the Corporation's previously established and outstanding stock options plans or grants, within a 12 month period, exceeding ten percent (10%) of the issued Common Shares; and (iii) any grant of Options to any one Person, within a 12 month period, exceeding five percent (5%) of the issued Common Shares, calculated on the date the Options are granted.
8. Options will be adjusted in the event of any consolidation, subdivision, conversion or exchange of the Corporation's Common Shares.

Policy 4.4 of the TSX Venture Exchange Inc. (the "Exchange") requires that rolling stock option plans must receive shareholder approval yearly, at an issuer's annual general meeting. In accordance with Policy 4.4, shareholders will be asked to consider and if thought fit, approve an ordinary resolution re-approving, adopting and ratifying the Stock Option Plan as the Corporation's stock option plan.

**Unless otherwise directed, it is the intention of the Management Designees to vote proxies in favour of the resolution re-approving the Stock Option Plan.** In order to be effective, an ordinary resolution requires approval of a majority of the votes cast by shareholders who vote in respect to the resolution.

The text of the ordinary resolution to be considered at the Meeting will be substantially as follows:

**"Be it resolved as an ordinary resolution of the Corporation that:**

1. **the stock option plan of the Corporation be approved substantially in the form attached hereto as Schedule "A" (the "Stock Option Plan") and the Stock Option Plan be and is hereby ratified, approved and adopted as the stock option plan of the Corporation;**

2. **the form of the Stock Option Plan may be amended in order to satisfy the requirements or requests of any regulatory authorities without requiring further approval of the shareholders of the Corporation;**
3. **the issued and outstanding stock options previously granted shall be continued under and governed by the Stock Option Plan;**
4. **the shareholders of the Corporation hereby expressly authorize the board of directors to revoke this resolution before it is acted upon without requiring further approval of the shareholders in that regard; and**
5. **any one (or more) director or officer of the Corporation is authorized and directed, on behalf of the Corporation, to take all necessary steps and proceedings and to execute, deliver and file any and all declarations, agreements, documents and other instruments and do all such other acts and things (whether under corporate seal of the Corporation or otherwise) that may be necessary or desirable to give effect to this ordinary resolution.”**

#### **6. Approval of Restricted Share Unit Plan**

The Board reviewed the Corporation’s compensation program and determined it was advisable to put forward a restricted share unit plan (the “**RSU Plan**”) to be considered, and if thought advisable, approved by the shareholders at the Meeting. A RSU Plan in addition to the Stock Option Plan is advisable to hire and retain high quality directors, executive officers, employees and consultants. On May 19, 2020 the Board approved the adoption by the Corporation of the RSU Plan. The following is a summary of certain provisions of the RSU Plan, which is qualified in its entirety by the full text of the RSU Plan. A copy of the RSU Plan is attached hereto as Schedule “D”.

The RSU Plan is administered by the Board (or a committee thereof) which has the power, subject to the limits imposed by the RSU Plan, to: (i) award restricted stock units (“**RSUs**”); (ii) determine the terms under which RSUs are granted; (iii) interpret the RSU Plan and adopt, amend and rescind such administrative guidelines and other rules and regulations relating to the RSU Plan; and (iv) make all other determinations and take all other actions in connection with the implementation and administration of the RSU Plan. In awarding RSUs pursuant to the RSU Plan, the Board takes into consideration, among other factors, whether previous RSUs have been awarded to the individual.

RSUs may be granted to directors, officers, employees and consultants under the RSU Plan. The RSU Plan is a fixed plan which reserves for issuance a maximum of 1,000,000 Common Shares. The number of Common Shares which may be reserved for issuance under the RSU Plan, in combination with the aggregate number of Common Shares which may be issuable under any other share compensation arrangement, including the Corporation’s Stock Option Plan, shall not exceed 10% of the total number of issued and outstanding Common Shares.

Unless otherwise approved by the shareholders of the Corporation (or permitted by the rules of any stock exchange on which the Common Shares might then be listed and posted for trading), the RSU plan provides the following limitations:

- (a) the maximum number of Common Shares issuable to insiders pursuant to RSUs, together with any other share-based compensation arrangements, shall not exceed 10% of the total number of Common Shares then outstanding;
- (b) the maximum number of RSUs that may be granted to insiders under the RSU Plan, together with any other share based compensation arrangements, within a 12-month period, shall not exceed 10% of the total number of Common Shares then outstanding;

- (c) the maximum number of RSUs that may be granted to any one Insider under the RSU Plan, together with any other share based compensation arrangements, may not exceed 1% of the issued and outstanding Common Shares then outstanding and the maximum number of RSUs that may be granted to any one insider under the RSU Plan within a 12-month period, together with any other share based compensation arrangements, is 2% of the total number of issued and outstanding Common Shares;
- (d) the maximum number of RSUs that may be granted to any one person under the Plan, together with any other share based compensation arrangements, within a 12-month period, is 5% of the total number of issued and outstanding Common Shares; and
- (e) the maximum number of RSUs that may be granted to any one consultant of the Corporation under the RSU Plan, together with any other share based compensation arrangements, within a 12-month period, is 2% of the issued and outstanding Common Shares.

In the event that the Corporation declares a dividend while RSUs are outstanding, each account holding outstanding RSUs shall be credited with a dividend equivalent in the form of additional RSUs, should the Board so determine in its sole discretion. Such dividend equivalent, if any, shall be computed by dividing: (a) the amount obtained by multiplying the amount of the dividend declared and paid per Common Share by the number of vested RSUs recorded in a participant's account on the record date for the payment of such dividend, by (b) the market price of the dividend, with fractions computed to three decimal places.

Once a Participant delivers to the Corporation, a notice of redemption, vested RSUs shall be settled, at the sole discretion of the Corporation, either: (i) through the issue from treasury of the number of Common Shares represented by such vested RSUs; (ii) through the purchase on the secondary market by the Corporation (or a trustee appointed by the Corporation for such purpose) of the number of Common Shares represented by such vested RSUs and delivery to such participant; or (iii) by payment to the participant of an amount in cash equal to the product of the number of vested RSUs required to be settled and the market price of the Common Shares.

Pursuant to the RSU Plan, there are no mandatory vesting provisions. At the discretion of the Board (or a committee thereof), RSUs granted under the RSU Plan may contain vesting conditions and the initial grant of RSUs have vesting provisions of one-third vesting on each anniversary date of the RSUs. The RSUs have a maximum expiry date of year end on the third year from grant.

All RSUs will be exercisable only by the person to whom they are granted and are non-assignable and non-transferable, except as explicitly provided for under the RSU Plan.

The "market price" of a Common Share on a particular date for the purposes of the RSU Plan means the closing price of the Common Shares on any stock exchange on which the Common Shares are then listed on the first day preceding the relevant date. If the Common Shares are not listed on any stock exchange, the "market price" of a Common Share on a particular date shall be determined by the Board in its sole discretion.

Unless otherwise determined by the Board, in its sole discretion:

- (a) upon a participant ceasing to be a director, the voluntary resignation or the termination for cause of a participant, all of the participant's RSUs which remain unvested will be forfeited; and
- (b) upon the termination without cause, the retirement or death of a participant, the participant will have a number of RSUs become vested in a linear manner equal to the sum for each grant of RSUs of the original number of RSUs granted multiplied by the number of

completed months of employment since the date of grant divided by the number of months required to achieve the full vesting of such RSUs.

Upon a change of control, all RSUs at that time outstanding but unvested will automatically and irrevocably become vested in full.

The RSU Plan contains provisions for the Board to make adjustments to the RSU Plan, RSUs and any agreement representing RSUs that are outstanding under the RSU Plan that it considers appropriate in the circumstances to prevent dilution or enlargement of amounts to be paid to participants in the event of adjustments in the number of Common Shares resulting from subdivisions, consolidations, substitutions, or reclassifications of the Common Shares, the payment of stock dividends by the Corporation (other than dividends in the ordinary course) or other relevant changes in the capital of the Corporation or from a proposed merger, amalgamation or other corporate arrangement or reorganization involving the exchange or replacement of Common Shares of the Corporation for those in another corporation.

If the redemption date for an RSU occurs during or within 10 business days of a black-out period applicable to such participant, then the redemption date will be extended to the close of business on the 10th business day following the expiration of such period.

Shareholder approval is required for the following amendments to the RSU Plan (provided that such shareholder approval is then a requirement of the stock exchange on which the Corporation is then listed):

- (a) the eligibility of a participant in the RSU Plan;
- (b) removing or exceeding the limits on participation in the RSU Plan;
- (c) increasing the maximum number of Common Shares that are issuable under the RSU Plan; and
- (d) granting additional powers to the Board to amend the RSU Plan without shareholder approval.

Subject to the policies of any stock exchange on which the Common Shares might then be listed or posted for trading, the RSU Plan may be amended without shareholder approval for the following:

- (a) amendments of a “housekeeping” nature;
- (b) amendments necessary to comply with the provisions of applicable law or the applicable rules of the stock exchange, including with respect to the treatment of RSUs granted under the RSU Plan;
- (c) amendments respecting the administration of the RSU Plan;
- (d) any amendments necessary to suspend or terminate the RSU Plan; and
- (e) any other amendment not requiring Shareholder approval under applicable law (including the policies of the stock exchange).

Pursuant to the policies of the Exchange, the RSU Plan must be approved by a majority of the votes cast by shareholders of the Corporation present in person or represented by proxy at the Meeting, excluding votes attached to the shares beneficially owned by insiders to whom RSUs may be granted under the RSU Plan and their associates and affiliates (the “**Disinterested Shareholders**”). The Board has approved the RSU Plan and recommends that the Disinterested Shareholders vote FOR the RSU Plan. The text of the ordinary

resolution to be considered at the Meeting will be substantially as follows. **Unless otherwise directed, it is the intention of the Management Designees to vote proxies in favour of the ordinary resolution.**

The text of the resolution to be considered at the Meeting will be substantially as follows:

**“Be it resolved as an ordinary resolution of the Corporation that:**

- 1. the restricted share unit plan of the Corporation, including the allocation of 1,000,000 restricted share units, in substantially the form attached hereto as Schedule “D” (the “RSU Plan”) be and is hereby approved and adopted as the restricted share unit plan of the Corporation;**
- 2. the Corporation is authorized to reserve and issue 1,000,000 Common Shares in the capital of the corporation for issuance upon exercise of restricted share units granted pursuant to the RSU Plan;**
- 3. the form of the RSU Plan may be amended in order to satisfy the requirements or requests of any regulatory authorities without requiring further approval of the shareholders of the Corporation;**
- 4. the shareholders of the Corporation hereby expressly authorize the board of directors to revoke this resolution before it is acted upon without requiring further approval of the shareholders in that regard; and**
- 5. any one (or more) director or officer of the Corporation is authorized and directed, on behalf of the Corporation, to take all necessary steps and proceedings and to execute, deliver and file any and all declarations, agreements, documents and other instruments and do all such other acts and things (whether under corporate seal of the Corporation or otherwise) that may be necessary or desirable to give effect to this ordinary resolution.”**

#### **OTHER BUSINESS**

While there is no other business other than that business mentioned in the Notice of Meeting to be presented for action by the shareholders at the Meeting, **it is intended that the proxies hereby solicited will be exercised upon any other matters and proposals that may properly come before the Meeting or any adjournment or adjournments thereof, in accordance with the discretion of the persons authorized to act thereunder.**

#### **GENERAL**

**Unless otherwise directed, it is management’s intention to vote proxies in favour of the resolutions set forth herein.** All special resolutions to be brought before the Meeting require, for the passing of the same, a two-thirds majority of the votes cast at the Meeting by the holders of Common Shares. All ordinary resolutions require, for the passing of the same, a simple majority of the votes cast at the Meeting by the holders of Common Shares. All approvals by disinterested shareholders require the approval of the shareholders not affected by, or interested in, the matter to be approved.

#### **ADDITIONAL INFORMATION**

Additional information relating to the Corporation is available on SEDAR at [www.sedar.com](http://www.sedar.com). Financial information of the Corporation’s most recently completed financial year is provided, or will be provided, in the Corporation’s comparative financial statements and management discussion and analysis available on SEDAR. A shareholder may contact the Corporation at:

Nanalysis Scientific Corp.  
Bay 1, 4600 - 5th Street NE  
Calgary, AB  
T2E 7C3  
Attention: Chief Executive Officer

to obtain a copy of the Corporation's most recent financial statements and management discussion and analysis without charge.

**BOARD APPROVAL**

The contents and the sending of this Management Information Circular have been approved by the Board of Directors of the Corporation.

## SCHEDULE "A"

### NANALYSIS SCIENTIFIC CORP.

### INCENTIVE STOCK OPTION PLAN

#### 1. GENERAL PROVISIONS

##### 1.1 Interpretation

For the purposes of this Plan, the following terms shall have the following meanings:

- (a) **"Affiliate"** means a company that is one of the following:
- (i) a Subsidiary of the Company;
  - (ii) a company to whom the Company is a Subsidiary; or
  - (iii) a company that is controlled by the same Person as the Company;
- a company is controlled by a Person if:
- (i) Voting Shares of the company are held, other than by way of security only, by or for the benefit of that Person; and
  - (ii) the Voting Shares, if voted, entitle the Person to elect a majority of the directors of the company;
- a Person beneficially owns securities that are beneficially owned by:
- (i) a company controlled by that Person; or
  - (ii) an Affiliate of that Person or an Affiliate of any company controlled by that Person;
- (b) **"Associate"** when used to indicate a relationship with a Person, means:
- (i) an issuer of which the Person beneficially owns or controls, directly or indirectly, voting securities entitling him to more than 10% of the voting rights attached to all outstanding voting securities of the issuer;
  - (ii) any partner of the Person;
  - (iii) any trust or estate in which the Person has a substantial beneficial interest or in respect of which the Person serves as trustee or in a similar capacity; and
  - (iv) in the case of a Person who is an individual, a relative of that Person including:
    - (A) that Person's spouse or child, or
    - (B) any relative of that Person or of his or her spouse who has the same residence as that Person;

but

- (v) where the TSX Venture Exchange determines that two Persons shall, or shall not, be deemed to be associates with respect to a Member firm, Member corporation or holding company of a Member corporation, then such determination shall be determinative of their relationships in the application of Rule D (as that term is defined in the policies of the TSX Venture Exchange) with respect to that Member firm, Member corporation or holding company;
- (c) “**Board**” means the Board of Directors of the Company;
- (d) “**CPC**” means a corporation:
- (i) that has been incorporated or organized in a jurisdiction in Canada;
  - (ii) that has filed and obtained a receipt for a preliminary CPC prospectus from one or more of the securities regulatory authorities in compliance with the TSX Venture Exchange policy governing CPCs; and
  - (iii) in regard to which a Final Exchange Bulletin, evidencing completion of the Qualifying Transaction has not yet been issued;
- (e) “**Common Shares**” means the common shares without par value of the Company as currently constituted;
- (f) “**Company**” means Nanalysis Scientific Corp. ;
- (g) “**Consultant**” means, in relation to the Company, an individual or Consultant Company, other than an employee or a director of the Company or of an Affiliate, that:
- (i) is engaged to provide services to the Company or an Affiliate, other than services provided in relation to a distribution;
  - (ii) provides the services under a written contract between the Company or an Affiliate and the individual or the Consultant Company; and
  - (iii) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the affairs and business of the Company or an Affiliate;
- (h) “**Consultant Company**” means a Consultant that is a company;
- (i) “**Directors**” means directors, senior officers and Management Company Employees of the Company, or directors, senior officers and Management Company Employees of the Company’s subsidiaries to whom stock options can be granted in reliance on a Prospectus exemption under applicable securities laws;
- (j) “**Discounted Market Price**” means the Market Price less a discount which shall not exceed the amount set forth below, subject to a minimum price of \$0.05;

<b>Closing Price</b>	<b>Discount</b>
Up to \$0.50	25%
\$0.51 to \$2.00	20%
Above \$2.00	15%

- (k) **“Disinterested Shareholder Approval”** means a majority of the votes cast at a meeting of shareholders other than votes attaching to securities beneficially owned by:
- (i) Insiders to whom shares may be issued pursuant to the Plan; and
  - (ii) any Associate of Persons referred to in subsection 1.1(k)(i) hereof,
- provided that non-voting and subordinate Voting Shares are to be given full voting rights in these circumstances;
- (l) **“Eligible Person”** means, subject to all applicable laws, any director, officer, employee, Consultant, Consultant Company or Management Company Employee of the Company or any of its Subsidiary companies;
- (m) **“Fair Market Value”** means, with respect to a Common Share subject to Option, the 10-day weighted average of the closing prices of the Company’s Common Shares on the Toronto Stock Exchange prior to the time of grant or, if the Common Shares are not listed on such exchange, on such other exchange or exchanges on which the Common Shares are listed on a specific day. If no Common Shares have been traded on such day, the fair market value shall be established on the same basis on the last previous day for which a trade was reported by such exchange. If the Common Shares are not listed for trading on such exchange, on such day, the fair market value shall be such price per Common Share as the Board, acting in good faith, may determine;
- (n) **“Final Exchange Bulletin”** means the TSX Venture Exchange bulletin that is issued following closing of the Qualifying Transaction and the submission of all required documentation and that evidences the find TSX Venture Exchange acceptance of the Qualifying Transaction;
- (o) **“Initial Listing Requirement”** means the minimum financial, distribution and other standards that must be met by applicants seeking a listing on a particular tier of the TSX Venture Exchange;
- (p) **“Insider”** if used in relation to the Company, means:
- (i) a director or senior officer of the Company;
  - (ii) a director or senior officer of a company that is itself an Insider or subsidiary of the Company;
  - (iii) a Person that beneficially owns or controls, directly or indirectly, Voting Shares carrying more than 10% of the voting rights attached to all outstanding Voting Shares of the Company; or
  - (iv) the Company itself if it holds any of its own securities;
- (q) **“IPO”** means a transaction that involves the Company issuing securities from its treasury pursuant to its first Prospectus (as that term is defined in the policies of the TSX Venture Exchange);
- (r) **“Management Company Employee”** means an individual employed by a Person providing management services to the Company which are required for the ongoing successful operation of the business of the Company, but excluding a Person engaged in investor relations activities;

- (s) “**Market Price**” means the last daily closing price of the Company’s listed Common Shares before the date of grant of an Option;
- (t) “**Material Information**” means a material fact and/or a material change as defined by applicable securities laws or TSX Venture Exchange policies;
- (u) “**Member**” means a Person who has executed the Members’ Agreement, as amended from time to time, and is accepted as and becomes a member of the TSX Venture Exchange under the Exchange requirements;
- (v) “**Members’ Agreement**” means the members’ agreement among the TSX Venture Exchange and each Person who, from time to time, is accepted as and becomes a Member of the TSX Venture Exchange under the TSX Venture Exchange requirements;
- (w) “**Option**” means an option to purchase Common Shares granted to an Eligible Person pursuant to the terms of the Plan;
- (x) “**Outstanding Issue**” means the number of Common Shares that are outstanding immediately prior to the share issuance or grant of the Option or any other option to purchase Common Shares from treasury pursuant to a compensation or incentive mechanism in question;
- (y) “**Participant**” means Eligible Persons to whom Options have been granted;
- (z) “**Person**” means a company or individual;
- (aa) “**Plan**” means this Incentive Stock Option Plan of the Company;
- (bb) “**Qualifying Transaction**” means a transaction where a CPC acquires Significant Assets, other than cash, by way of purchase, amalgamation, merger or arrangement with another company or by other means.
- (cc) “**Significant Assets**” means one or more assets or businesses which, when purchased, optioned or otherwise acquired by the CPC, together with any other concurrent transactions, would result in the CPC meeting the Initial Listing Requirements of the TSX Venture Exchange;
- (dd) “**Subsidiary**” has the meaning ascribed to that term under subsection 1(1) of the *Securities Act* (British Columbia);
- (ee) “**Termination Date**” means the date on which a Participant ceases to be an Eligible Person; and
- (ff) “**Voting Shares**” means a security of an issuer that:
  - (i) is not a debt security; and
  - (ii) carries a voting right either under all circumstances or under some circumstances that have occurred and are continuing.

Words importing the singular number only shall include the plural and vice versa and words importing the masculine shall include the feminine.

This Plan and all matters to which reference is made herein shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

## **1.2 Purpose**

The purpose of the Plan is to advance the interests of the Company by (i) providing Eligible Persons with additional incentive to develop and promote the growth and success of the Company, (ii) encouraging stock ownership by such Eligible Persons, (iii) increasing the proprietary interest of Eligible Persons in the success of the Company, (iv) encouraging the Eligible Person to remain with the Company or its Subsidiaries or any Associate, and (v) attracting and retaining Persons of outstanding competence whose efforts will dictate, to a large extent, the future growth and success of the Company.

## **1.3 Administration**

- (a) This Plan shall be administered by the Board or a committee of the Board duly appointed for this purpose by the Board and consisting of not less than three directors. If a committee is appointed for this purpose, all references to the Board will be deemed to be references to the Committee.
- (b) Subject to the limitations of the Plan, the Board shall have the authority:
  - (i) to grant Options to purchase Common Shares to Eligible Persons;
  - (ii) to determine the terms, limitations, restrictions and conditions respecting such grants, including, the number of Common Shares for which any Option may be granted to an Eligible Person and the exercise price at which Common Shares may be purchased under any Option to be granted to an Eligible Person;
  - (iii) to interpret the Plan and to adopt, amend and rescind such administrative guidelines and other rules and regulations relating to the Plan as it shall from time to time deem advisable; and
  - (iv) to make all other determinations and to take all other actions in connection with the implementation and administration of the Plan including, without limitation, for the purpose of ensuring compliance with section 1.7 hereof, as it may deem necessary or advisable. The Board's guidelines, rules, regulations, interpretations and determinations shall be conclusive and binding upon the Company and all other Persons.

## **1.4 Shares Reserved**

- (a) The maximum number of Common Shares in the aggregate which may be reserved for issuance under Options and any other option to purchase Common Shares from treasury pursuant to a compensation or incentive mechanism shall be 10% of the Common Shares outstanding at the time of any grant (on a non-diluted basis), provided that if the Company is a CPC, the maximum number of Common Shares in the aggregate which may be reserved for issuance under the Plan and any other option to purchase Common Shares from treasury granted as a compensation or incentive mechanism shall be 10% of the Common Shares outstanding at the closing of the IPO.
- (b) Subject to subsections 1.4(a), 1.4(d) and 1.5(iv) hereof, the maximum number of Common Shares which may be reserved for issuance under Options in any 12 month period to any one individual under the Plan shall be 5% of the Common Shares outstanding at the time of the grant (on a non-diluted basis) less the aggregate number of Common Shares reserved

for issuance to such Person under the Plan or any other option to purchase Common Shares from treasury granted as a compensation or incentive mechanism.

- (c) Subject to subsections 1.4(a), 1.4(d) and 1.5(iv) hereof, the maximum number of Common Shares which may be reserved for issuance under Options in any 12 month period to any one Consultant under the Plan shall be 2% of the Common Shares outstanding at the time of the grant (on a non-diluted basis) less the aggregate number of Common Shares reserved for issuance to such Person under the Plan or any other option to purchase Common Shares from treasury granted as a compensation or incentive mechanism.
- (d) As long as the Company's Common Shares are listed on the TSX Venture Exchange, the maximum number of Common Shares which may be reserved for issuance under Options in any 12 month period to a director who is employed in an investor relations capacity or to an employee who is employed in an investor relations capacity at any time under the Plan shall be 2% of the Common Shares outstanding at the time of the grant (on a non-diluted basis) less the aggregate number of Common Shares reserved for issuance to all Persons engaged in investor relations activities under any other option to purchase Common Shares from treasury granted as a compensation or incentive mechanism.
- (e) Any Common Shares subject to an Option which for any reason is cancelled or terminated without having been exercised, shall again be available for grant under the Plan. No fractional shares shall be issued. Please refer to subsection 1.9(d) hereof for the manner in which a fractional share value shall be treated.
- (f) If there is a change in the outstanding Common Shares by reason of any stock dividend or any recapitalization, amalgamation, subdivision, consolidation, combination or exchange of shares, or other corporate change, the Board shall make, subject to the prior approval of the relevant stock exchanges, appropriate substitution or adjustment in
  - (i) the number or kind of shares or other securities reserved for issuance pursuant to the Plan, and
  - (ii) the number and kind of shares subject to unexercised Options theretofore granted and in the option price of such shares;

provided however, that no substitution or adjustment shall obligate the Company to issue or sell fractional shares. If the Company is reorganized, amalgamated with another corporation or consolidated, the Board shall make such provisions for the protection of the rights of Participants as the Board in its discretion deems appropriate.

## **1.5 Disinterested Shareholder Approval and Limits with Respect to Insiders**

- (a) Subject to the Company obtaining Disinterested Shareholder Approval and any required approval of the TSX Venture Exchange (and any other exchange upon which the common shares of the Company may be posted and listed for trading), the Company may cause:
  - (i) the aggregate number of Common Shares reserved for issuance under Options and any other option to purchase Common Shares from treasury pursuant to a compensation or incentive mechanism granted to Insiders (as a group) to exceed 10% of the Outstanding Issue;
  - (ii) the aggregate number of Options and any other option to purchase Common Shares from treasury pursuant to a compensation or incentive mechanism granted to Insiders (as a group), within a 12 month period, to exceed 10% of the Outstanding

Issue, calculated at the date an Option or any other option to purchase Common Shares from treasury pursuant to a compensation or incentive mechanism is granted to any Insider;

- (iii) the aggregate number of Options and any other option to purchase Common Shares from treasury pursuant to a compensation or incentive mechanism granted to any one Person or a company or companies wholly owned by that Person, within a 12 month period, to exceed 5% of the Outstanding Issue, calculated on the date an Option or any other option to purchase Common Shares from treasury pursuant to a compensation or incentive mechanism is granted to the Person or a company or companies wholly owned by that Person; or
- (iv) a reduction in the exercise price of any Option or any other option to purchase Common Shares from treasury pursuant to a compensation or incentive mechanism previously granted to an Insider or Insiders.

## **1.6 Amendment and Termination**

- (a) The Board may amend, suspend or terminate the Plan or any portion thereof at any time in accordance with applicable legislation, and subject to any required regulatory approval. No such amendment, suspension or termination shall alter or impair any Options or any rights pursuant thereto granted previously to any Participant without the consent of such Participant. If the Plan is terminated, the provisions of the Plan and any administrative guidelines, and other rules and regulations adopted by the Board and in force at the time of the Plan shall continue in effect during such time as an Option or any rights pursuant thereto remain outstanding.
- (b) With the consent of the affected Participants, the Board may amend or modify any outstanding Option in any manner to the extent that the Board would have had the authority to initially grant such award as so modified or amended, including without limitation, to change the date or dates as of which an Option becomes exercisable, subject to the prior approval of the relevant stock exchanges.

## **1.7 Compliance with Legislation**

The Plan, the grant and exercise of Options hereunder and the Company's obligation to sell and deliver Common Shares upon exercise of Options shall be subject to all applicable federal, provincial and foreign laws, rules and regulations, the rules and regulations of any stock exchange on which the Common Shares are listed for trading and to such approvals by any regulatory or governmental agency as may, in the opinion of counsel to the Company, be required. The Company shall not be obliged by any provision of the Plan or the grant of any Option hereunder to issue or sell Common Shares in violation of such laws, rules and regulations or any condition of such approvals. No Option shall be granted and no Common Shares issued or sold hereunder where such grant, issue or sale would require registration of the Plan or of Common Shares under the securities laws of any foreign jurisdiction and any purported grant of any Option or issue or sale of Common Shares hereunder in violation of this provision shall be void. In addition, the Company shall have no obligation to issue any Common Shares pursuant to the Plan unless such Common Shares shall have been duly listed, upon official notice of issuance, with all stock exchanges on which the Common Shares are listed for trading. Common Shares issued and sold to Participants pursuant to the exercise of Options may be subject to limitations on sale or resale under applicable securities laws. In addition to resale restrictions under applicable securities laws, and as long as the Company's Common Shares are listed on the TSX Venture Exchange, the Exchange Hold Period (as defined in the applicable TSX Venture Exchange policies) shall apply from the date of grant to, among other things, all Options granted to Insiders (except in the case of Options granted to Insiders which are qualified by a prospectus or granted under a securities exchange take-over bid, rights offering or pursuant to an amalgamation or other statutory procedure) and

to all Options granted with an exercise price that is less than the applicable Market Price. Further, Common Shares issued on the exercise of Options must be legended with a four month hold period from the date of grant. If Options are granted to any resident or citizen of the United States, the Board and the Company will use their best efforts to ensure that all matters pertaining to such Options shall be made in compliance with applicable United States securities laws.

## **1.8 Effective Date**

The Plan has been adopted by the Board of the Company subject to the approval of the TSX Venture Exchange and if so approved, subject to the discretion of the Board, the Plan shall become effective upon such approvals being obtained.

## **1.9 Miscellaneous**

- (a) Nothing contained herein shall prevent the Board from adopting other or additional compensation arrangements, subject to any required regulatory approval.
- (b) Nothing contained in the Plan nor in any Option granted thereunder shall be deemed to give any Participant any interest or title in or to any Common Shares of the Company or any rights as a shareholder of the Company or any other legal or equitable right against the Company whatsoever other than as set forth in the Plan and pursuant to the exercise of any Option.
- (c) The Plan does not give any Participant or any employee of the Company or any of its Associated or Subsidiary companies the right or obligation to or to continue to serve as a director, officer or employee, as the case may be, of the Company or any of its Associated or Subsidiary companies. The awarding of Options to any Eligible Person is a matter to be determined solely in the discretion of the Board. The Plan shall not in any way fetter, limit, obligate, restrict or constrain the Board with regard to the allotment or issue of any Common Shares or any other securities in the capital of the Company or any of its subsidiaries other than as specifically provided for in the Plan.
- (d) No fractional Common Shares shall be issued upon the exercise of Options granted under the Plan and, accordingly, if a Participant would become entitled to a fractional Common Share upon the exercise of an Option, such Participant shall only have the right to purchase the next lowest whole number of Common Shares and no payment or other adjustment will be made with respect to the fractional interest so disregarded.

## **2. OPTIONS**

### **2.1 Grants**

Subject to the provisions of the Plan, the Board shall have the authority to determine the limitations, restrictions and conditions, if any, in addition to those set forth in section 2.3 hereof, applicable to the exercise of an Option, including, without limitation, the nature and duration of the restrictions, if any, to be imposed upon the sale or other disposition of Common Shares acquired upon exercise of the Option, and the nature of the events, if any, and the duration of the period in which any Participant's rights in respect of Common Shares acquired upon exercise of an Option may be forfeited. An Eligible Person may receive Options on more than one occasion under the Plan and may receive separate Options on any one occasion.

### **2.2 Option Price**

The Board shall establish the Option price at the time each Option is granted, which shall, as long as the Company's Common Shares are listed on the TSX Venture Exchange, be not less than the Discounted

Market Price. At such time as the Company's Common Shares are listed on the Toronto Stock Exchange, the Option price shall be not less than the Fair Market Value.

The Option price shall be subject to adjustment in accordance with the provisions of subsection 1.4(f) hereof.

### **2.3 Exercise of Options**

- (a) Subject to section 2.4 hereof, Options granted must expire not later than 5 years from the date of grant.
- (b) Options will vest at the discretion of the Board, as determined at the time of each grant, provided that (i) options granted to employees or Consultants performing investor relations activities shall vest in stages over 12 months with no more than one quarter of the options vesting in any three month period, and (ii) any acceleration of, or the removal of, vesting provisions imposed by the TSX Venture Exchange must first receive prior written approval of the TSX Venture Exchange.
- (c) Options shall not be assignable or transferable by the Participant other than by will or the laws of descent and distribution, and shall be exercisable during the lifetime of a Participant only by the Participant and after death, only by the Participant's legal representative.
- (d) Subject to subsection 2.3(a) hereof and except as otherwise determined by the Board:
  - (i) if a Participant ceases to be an Eligible Person which, for the purposes of this subsection does not include Persons engaged in investor relations activities, for any reason whatsoever other than death, each Option held by the Participant will cease to be exercisable no more than 90 days after the Termination Date, provided that if a Participant ceases to be an Eligible Person following the completion by the Company of the Qualifying Transaction, each Option held by the Participant will cease to be exercisable for no more than 12 months after the completion of the Qualifying Transaction. Options granted to Participants engaged in investor relations activities must expire within 30 days after the Participant ceases to be employed to provide investor relations activities. If any portion of an Option is not vested by the Termination Date, that portion of the Option may not under any circumstances be exercised by the Participant. Without limitation, and for greater certainty only, this provision will apply regardless of whether the Participant was dismissed with or without cause and regardless of whether the Participant received compensation in respect of dismissal or is entitled to a period of notice of termination which would otherwise have permitted a greater portion of the Option to vest with the Participant;
  - (ii) if a Participant dies, the legal representative of the Participant may exercise the Participant's Options within one year after the date of the Participant's death, but only to the extent the Options were by their terms exercisable on the date of death;
  - (iii) the retirement of any Participant who is a director of the Company or any Subsidiaries or Associate companies at any annual general meeting of the Company or such Subsidiaries as required by the constating documents of the Company or Subsidiaries, as the case may be, shall not result in the termination of the Option granted to such Participant provided that such Participant is re-elected at such annual general meeting as a director of the Company or such Subsidiary, as the case may be; and

- (iv) the change in the duties or position of a Participant or the transfer of such Participant from a position with the Company to a position with an Subsidiary, or vice-versa, shall not trigger the termination of such Participant's Option provided such Participant remains a director, officer, employee or Consultant of the Company or Subsidiary.
- (e) Each Option shall be confirmed by an Option agreement executed on behalf of the Company by any one director of the Board and by the Participant and each Option agreement shall incorporate such terms and conditions as the Board in its discretion deems consistent with the terms of the Plan.
- (f) The exercise price of each Common Share purchased under an Option shall be paid in full in cash or by bank draft or certified cheque at the time of such exercise, in lawful money of Canada, and upon receipt of payment in full, but subject to the terms of the Plan, the number of Common Shares in respect of which the Option is exercised shall be duly issued as fully paid and non-assessable.
- (g) Subject to the terms and conditions of this Plan, an Option may be exercised by written notice signed by the Participant and dated the date of exercise, and not post-dated, stating that the Participant elects to exercise his rights to purchase Common Shares under such Option and the number of Common Shares in respect of which such Option is being exercised, accompanied by full payment for the Common Shares being purchased under such Option delivered to the Company at its principal office at 3421 W 37th Avenue, Vancouver, BC, V6N 2V5 (or such other address of the principal office of the Company at the time of exercise) addressed to the attention of the President of the Company. Delivery of any notice of exercise accompanied by the payment may be made by Personal delivery, by courier service or by agent.
- (h) Upon exercise of an Option, a certificate or certificates evidencing the Common Shares in respect of which the Option is exercised shall forthwith be delivered to the optionee.
- (i) Notwithstanding the time or times specifically provided herein or in an Option agreement for the exercise of an Option, the Participant may elect to purchase all or any of the Common Shares remaining subject to such Option at any time if a "take-over bid" or an "issuer bid" occurs (within the meaning of any securities laws or other federal, provincial or state laws or regulations).

## 2.4 Blackout Period

The expiry date of an Option will automatically be extended if such expiry date falls within a "blackout period", subject to the following conditions:

- (a) the "blackout period" must be formally imposed by the Company pursuant to its internal trading policies (as they may be adopted or amended from time to time) as a result of the bona fide existence of undisclosed Material Information. For greater certainty, in the absence of the Company formally imposing a blackout period, the expiry date of any Option will not be automatically extended in any circumstances;
- (b) the "blackout period" must expire upon the general disclosure of the undisclosed Material Information. The expiry date of the affected Options can be extended to no later than ten business days (as defined by applicable securities laws) after the expiry of the blackout period; and

- (c) the automatic extension of any Option will not be permitted where the Participant or the Company is subject to a cease trade order (or similar order under securities laws) in respect of the Company's securities.

## **2.5 Representation by Optionees**

Each Option agreement shall provide that upon each exercise of an Option, the Participant (including for the purposes of this section 2.5 each other Person who, pursuant to subsection 2.3(d) hereof, may purchase Common Shares under an Option granted to an Eligible Person) shall, if so requested by the Company, represent and agree in writing that:

- (a) the Person is, or the Participant was, a director, officer, employee or Consultant of the Company or a director, officer, employee or Consultant of any Subsidiary or Associate and has not been induced to purchase the Common Shares by expectation of employment or continued employment;
- (b) the Person is purchasing the Common Shares pursuant to the exercise of such Option as principal for the Participant's own account (or if such Participant is deceased, for the account of the estate of such deceased Participant) for investment purposes, and not with a view to the distribution or resale thereof to the public;
- (c) the Person will, prior to and upon any sale or disposition of any of the Common Shares purchased pursuant to the exercise of such Option, comply with all applicable securities laws and any other federal, provincial or state laws or regulations to the extent that such laws or regulations are applicable to such sale or disposition; and
- (d) such Participant (or such other Person) will not offer, sell or deliver any of the Common Shares purchased pursuant to the exercise of such Option, directly or indirectly, in the United States or to any citizen or resident of, or any corporation, partnership or other entity created or organized in or under the laws of, the United States, or any estate or trust the income of which is subject to United States federal income taxation regardless of its source, except in compliance with United States federal and state securities laws. The Participant acknowledges that the Company has the right to place any restriction or legend on any securities issued pursuant to this agreement or its Plan including, but in no way limited to placing a legend to the effect that the securities have not been registered under the *Securities Act (1933)* of the United States and may not be offered or sold in the United States unless registration or an exemption from registration is available.

The Company may employ other procedures and require further documentation from a Participant to ensure compliance with all applicable laws.

The issue and sale of Common Shares pursuant to any Option granted under the Plan is specially conditioned on such issue and sale being made in compliance with applicable securities laws, and the Company shall have no obligation to issue or sell any Common Shares pursuant to the exercise of any Option unless the Board determines in its sole discretion that such issue and sale will be made in compliance with applicable securities laws. The Company will be entitled to take such action as it deems necessary to restrict the transferability in the United States of any Common Shares acquired on exercise of any Option.

## **2.6 Representation by the Company**

Each Option agreement related to stock option grants to an employee, Consultant or Management Company Employee shall include a representation by the Company that the Participant is a bona fide employee, Consultant or Management Company Employee of the Company or its Subsidiaries.

## **2.7 Notice to Commissions and Exchanges**

The Company will give notice to all applicable securities commissions and other regulatory bodies in Canada and the United States and all applicable stock exchanges and other trading facilities upon which the Common Shares are listed or traded, as may be required, of its adoption of this Plan and of its entering into Option agreements with Eligible Persons and the terms and conditions for the purchase of Common Shares under such Option agreements, and will use all reasonable efforts to obtain any requisite approvals as may be required from such bodies, exchanges and trading facilities.

## **2.8 CPC Restrictions**

Provided that the Company is a CPC, the Plan will be subject to any restrictions, limitations or conditions as are prescribed in the TSX Venture Exchange policy governing CPCs, despite any language to the contrary contained herein.

## SCHEDULE “B”

### Nanalysis Scientific Corp. (the “Company”)

#### Audit Committee Charter

The Audit Committee of the Company (the “**Audit Committee**”) is the committee of the board or directors of the Company (the “**Board**”) to which the Board delegates its responsibilities for the oversight of the accounting and financial reporting process and financial statement audits.

The Audit Committee will:

- (a) Review and report to the board before they are published, the Company’s financial reports, management discussion and analysis (“**MD&A**”) (as defined in National Instrument 51-102), any annual earnings, interim earnings and press releases before the Company publicly discloses this information and any reports or other financial information (including quarterly financial reports), which are submitted to any governmental body, or to the public, including any certification, report, opinion, or review rendered by the external auditors; the process should include but not be limited to:
  - (i) reviewing changes in accounting principles, or in their application, which may have a material impact on the current or future years’ financial reports;
  - (ii) reviewing significant accruals, reserves or other estimates
  - (iii) ascertaining compliance with covenants under loan agreements;
  - (iv) reviewing adjustments raised by the external auditors, whether or not included in the financial reports;
  - (v) reviewing unresolved differences between management and the external auditors;
  - (vi) determine through inquiry if there are any related party transactions and ensure the nature and extent of such transactions are properly disclosed;
- (b) review the financial reports and related information included in prospectuses, MD&A, information circular-proxy statements and annual information forms, prior to Board approval;
- (c) satisfy itself that adequate procedures are in place for the review of the Company's public disclosure of financial information extracted or derived from the Company's financial statements and periodically assess the adequacy of those procedures,
- (d) recommend to the Board:
  - (i) the external auditor to be nominated for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Company; and
  - (ii) the compensation of the external auditor,
- (e) oversee the work of the external auditor engaged for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Company,

including the resolution of disagreements between management and the external auditor regarding financial reporting,

- (f) monitor, evaluate and report to the Board on the integrity of the financial reporting process and the system of internal controls that management and the Board have established,
- (g) monitor the management of the principal risks that could impact the financial reporting of the Company,
- (h) establish procedures for:
  - (i) the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls, or auditing matters; and
  - (ii) the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters,
- (i) pre-approve all non-audit services to be provided to the Company or its subsidiary entities by the Company's external auditor,
- (j) review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the present and former external auditor of the Company,
- (k) with respect to ensuring the integrity of disclosure controls and internal controls over financial reporting, understand the process utilized by the Chief Executive Officer and the Chief Financial Officer to comply with National Instrument 52-109,
- (l) review and recommend to the Board any changes to accounting policies,
- (m) review all public disclosure containing audited or unaudited financial information before release,
- (n) review significant judgments made by management in the preparation of the financial reports and the view of the external auditors as to appropriateness of such judgments,
- (o) review the opportunities and risks inherent in the Company's financial management and the effectiveness of the controls thereon; and
- (p) review major transactions (acquisitions, divestitures and funding). Composition of the Committee

### **Composition**

The Committee shall be comprised of at least three directors as determined by resolution of the Board from time to time, all of which members will be independent (within the meaning of National Instrument 52-110 *Audit Committees* “NI 52-110”) unless the Board determines to rely on an exemption in NI 52-110. “Independent” generally means free from any business or other direct or indirect material relationship with the Company that could, in the view of the Board, reasonably interfere with the exercise of the member's independent judgment.

All of the members must be financially literate within the meaning of NI 52-110 unless the Board has determined to rely on an exemption in NI 52-110. Being “financially literate” means members 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 issues that can reasonably

be expected to be raised by the Company's financial statements. For the purposes of this audit committee charter (the "**Charter**"), the definition of "financially literate" is the ability to read and understand a set of financial reports 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 presumably be expected to be raised by the Company's financial reports.

### **Meetings**

The Committee shall meet at least four times per year and/or as deemed appropriate by the Committee Chair. As part of its job to foster open communication, the Committee will meet at least annually with management and the external auditors in separate sessions.

the Committee meetings shall accurately record the decisions reached and shall be distributed to the Committee members with copies to the Board, the Chief Financial Officer or such other officer acting in that capacity, and the external auditor.

The Chief Executive Officer and the Chief Financial Officer or their designates shall be available to attend at all meetings of the Committee upon the invitation of the Committee.

### **Reporting**

The reporting obligations of the committee will include:

- (i) reporting to the Board on the proceedings of each committee meeting and on the committee's recommendations at the next regularly scheduled directors meeting; and
- (ii) reviewing, and reporting to the Board on its concurrence with, the disclosure required by Form 52-110F2 in any management information circular prepared by the Company.

### **Authority**

The committee has the authority to engage independent counsel and other advisors as it deems necessary to carry out its duties and the committee will set the compensation for such advisors.

The committee has the authority to communicate directly with and to meet with the external auditors and the internal auditor, without management involvement. This extends to requiring the external auditor to report directly to the committee.

The Committee shall have the authority to investigate any financial activity of the Company and to communicate directly with the internal and external auditors. All employees are to cooperate as requested by the Committee.

The Committee may retain, and set and pay the compensation for, persons having special expertise and/or obtain independent professional advice to assist in fulfilling its duties and responsibilities at the expense of the Company.

**SCHEDULE "C"**  
**AUDITOR SEDAR PACKAGE**

**NANALYSIS SCIENTIFIC CORP.**

**CHANGE OF AUDITOR NOTICE**

**TO: Alberta Securities Commission and British Columbia Securities Commission**

**AND TO: Crowe MacKay LLP**

**AND TO: Ernst & Young LLP**

Nanalysis Scientific Corp. (the "**Corporation**") gives the following notice in accordance with Section 4.11 of National Instrument 51-102 – Continuous Disclosure Obligations ("**NI 51-102**").

1. The Corporation has decided to change its auditor from Crowe MacKay LLP (the "**Former Auditor**") to Ernst & Young LLP (the "**Successor Auditor**") and to propose the Successor Auditor for appointment as the auditors of the Corporation at its next annual general meeting. Consequently, on December 6, 2019, the Corporation asked the Former Auditor to resign. The Former Auditor submitted their resignation effective December 17, 2019. The Successor Auditor has agreed to its appointment as the Corporation's new auditors.
2. The Former Auditor resigned at the Corporation's request.
3. The replacement of the Former Auditor as auditors of the Corporation and the appointment of the Successor Auditor as auditors of the Corporation have been considered and recommended by the Audit Committee of the Corporation's Board of Directors and approved by the Board of Directors of the Corporation.
4. The Former Auditor's reports for the Corporation's two most recently completed fiscal years, namely the fiscal years ending December 31, 2018 and December 31, 2017, did not express a modified opinion.
5. There have been no reportable events as such term is defined in NI 51-102.

Dated: December 17, 2019.

**NANALYSIS SCIENTIFIC CORP.**

Per: \_\_\_\_\_

Luke Caplette  
Chief Financial Officer



Ernst & Young LLP  
Calgary City Centre  
2200 215 2<sup>nd</sup> Street SW  
Calgary AB T2P 1M4

Tel: +1 403 290 4100  
Fax: +1 403 290 4165  
ey.com

Alberta Securities Commission  
British Columbia Securities Commission

December 17, 2019

**Nanalysis Scientific Corp.**  
**Change of Auditor Notice dated December 17, 2019**

Dear Sirs/Mesdames

Pursuant to National Instrument 51-102 (Part 4.11), we have read the above-noted Change of Auditor Notice and confirm our agreement with the information contained in the Notice pertaining to our firm.

Yours sincerely,

A handwritten signature in black ink that reads 'Ernst &amp; Young LLP' in a cursive, script font.

Ernst & Young LLP

c: The Board of Directors, Nanalysis Scientific Corp.



**Crowe MacKay LLP**

1100 - 1177 West Hastings Street  
Vancouver, BC V6E 4T5

Main +1 (604) 687-4511

Fax +1 (604) 687-5805

[www.crowemackay.ca](http://www.crowemackay.ca)

December 17, 2019

Alberta Securities Commission  
British Columbia Securities Commission

Dear Sirs/Mesdames:

**Re: Nanalysis Scientific Corp. (the "Corporation")**

As required by National Instrument 51-102, we have reviewed the information contained in the notice of change of auditor (the "**Notice**") for Nanalysis Scientific Corp. dated December 17, 2019 and, based upon our firm's knowledge of the circumstances, we do not disagree with the information contained in the Notice.

Yours truly,

**"Crowe MacKay LLP"**

**Chartered Professional Accountants**

## SCHEDULE “D”

### NANALYSIS SCIENTIFIC CORP.

### RESTRICTED SHARE UNIT PLAN

#### 1. INTERPRETATION

##### 1.1 Restricted Share Unit Plan

The plan herein described shall be called the “**Restricted Share Unit Plan**” and is referred to herein, as may be amended from time to time, as the “**Plan**”.

##### 1.2 Definitions

For the purposes of the Plan, unless there is something in the subject matter or context inconsistent therewith the following terms shall have the following meanings:

- (a) “**Account**” means the account set up on behalf of each Participant in accordance with Section 4.1(b);
- (b) “**Affiliate**” shall have the meaning ascribed thereto by the Stock Exchange;
- (c) “**Applicable Law**” means all applicable federal, provincial and foreign laws and any regulations, instruments or orders enacted thereunder, and the rules, regulations and policies of the Stock Exchange;
- (d) “**Associate**” shall have the meaning ascribed thereto by the Stock Exchange;
- (e) “**Black Out Period**” means a period when a Participant is prohibited from trading in the Corporation’s securities pursuant to the Corporation's written policies then applicable or a notice in writing to a Participant by a senior officer or Director of the Corporation;
- (f) “**Board**” or “**Board of Directors**” means the board of directors of the Corporation, as constituted from time to time;
- (g) “**Change in Control**” means:
  - (i) the successful completion of a take-over bid in respect of the Corporation;
  - (ii) the issuance to or acquisition by any person, or group of persons acting jointly or in concert of (A) more than 50% of the outstanding Shares; or (B) more than 33 and 1/3% of the outstanding Shares and the election or appointment by such person or persons of their nominees as a majority of the Board; and
  - (iii) the sale of all or substantially all of the assets of the Corporation;
- (h) “**Consultant**” has the meaning given to it in NI 45-106;
- (i) “**Corporation**” means Nanalysis Scientific Corp. and any successor Corporation thereto;
- (j) “**Director**” has the meaning given to it in NI 45-106;

- (k) “**Disability**” means that the Participant becomes physically or mentally disabled to such an extent as to make him or her unable to perform his or her duties normally and adequately for a period totalling six months during a period of 12 consecutive months. The Board's determination as to whether or not a Participant has incurred a Disability is final and conclusive and binding on all persons;
- (l) “**Disinterested Shareholder Approval**” means approval by a majority of the votes cast by all shareholders entitled to vote at a meeting of shareholders of the Corporation excluding votes attached to shares beneficially owned by Insiders to whom RSUs may be granted under this Plan and their Associates and Affiliates;
- (m) “**Dividend Equivalent**” means a bookkeeping entry whereby each outstanding RSU is credited with the equivalent amount of any dividend paid on a Share in accordance with Section 4.5;
- (n) “**Dividend Market Value**” means the Market Price per Share on the dividend record date;
- (o) “**Eligible Person**” means, at the Grant Date, any Employee, Executive Officer, Director or Consultant of the Corporation or of a Related Entity or a Permitted Assign of any such person;
- (p) “**Employee**” means an employee of the Corporation;
- (q) “**Executive Officer**” has the meaning given to it in NI 45-106;
- (r) “**Grant Date**” means the effective date on which RSUs are awarded to a Participant in accordance with Section 4.6;
- (s) “**Insider**” has the meaning given to it in Part I of the Corporation Manual of the TSX, as amended from time to time;
- (t) “**Market Price**” means, with respect to the Shares on a particular date, the price per Share computed on the basis of the closing price of the Shares on the Stock Exchange for the most recent trading day preceding the relevant date. In the event that the Shares are not listed and posted for trading on any Stock Exchange, the Market Price shall be the fair market value of the Shares as determined by the Board in its sole discretion, acting reasonably and in good faith;
- (u) “**Notice of Redemption**” has the meaning given to it in Section 4.9(a);
- (v) “**NI 45-106**” means National Instrument 45-106 - *Prospectus Exemptions* or any successor instrument adopted from time to time by the Canadian Securities Administrators;
- (w) “**Participant**” means an Eligible Person to whom or which RSUs have been granted;
- (x) “**Performance Period**” means a period designated by the Board in accordance with Section 4.6(a) that commences on the designated Grant Date and ends on December 31 of the third full calendar year commencing after the Grant Date;
- (y) “**Permitted Assign**” has the meaning given to it in NI 45-106;
- (z) “**Plan Limit**” means the maximum number of Shares that are issuable under the Plan in accordance with Section 4.2;

- (aa) **“Redemption Date”** means the date on which the Vested RSUs are redeemed in accordance with 4.9(a);
- (bb) **“Regulatory Approval”** means the approval under Applicable Law of the Stock Exchange and any other regulatory authority or governmental agency that may have lawful jurisdiction over the Plan and any RSUs issued hereunder;
- (cc) **“Related Entity”** has the meaning given to it in NI 45-106;
- (dd) **“Restricted Share Unit”** or **“RSU”** means a restricted share unit equivalent in value to a Share, credited by means of a bookkeeping entry on the books of the Corporation to a Participant's Account in accordance with the terms and conditions of the Plan;
- (ee) **“Retirement”** means the termination of employment of a Participant on or after age sixty-five (65) or any such other age as determined from time to time by the Board;
- (ff) **“RSU Agreement”** means an agreement between the Corporation and a Participant, in such form as may be approved by the Board from time to time, under which RSUs are granted, together with such schedules, amendments, deletions or changes thereto as are permitted under the Plan;
- (gg) **“Share Compensation Arrangement”** means any stock option, stock option plan, employee stock purchase plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Shares, including a share purchase from treasury which is financially assisted by the Company by way of a loan, guarantee or otherwise;
- (hh) **“Shareholder Approval”** means approval by the Corporation's shareholders in accordance with the rules of the Stock Exchange;
- (ii) **“Shares”** means common shares in the capital of the Corporation;
- (jj) **“Stock Exchange”** means the TSX Venture Exchange, the TSX, or any other stock exchange on which the Shares are then listed for trading, as applicable; and
- (kk) **“TSX”** means the Toronto Stock Exchange.

### 1.3 Use of Gender and Number

Words importing the singular number only shall include the plural and vice versa and words importing the masculine shall include the feminine.

### 1.4 Governing Law

The Plan and all matters to which reference is made herein shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

## 2. ESTABLISHMENT OF THE PLAN

### 2.1 Establishment and Purpose of the Plan

The purpose of the Plan is to assist and encourage Directors, Executive Officers, Employees and Consultants of the Corporation and its Related Entities to work towards and participate in the growth and

development of the Corporation and its Related Entities and provide such persons with the opportunity to acquire an ownership interest in the Corporation.

## **2.2 Effective Date**

The Plan shall be effective as of June [●], 2020.

## **2.3 Eligibility**

RSUs may be granted hereunder to Eligible Persons from time to time by the Board, subject to the limitations set forth in herein, but may not be granted when that grant would be prohibited by or in breach of Applicable Law or any Black Out Period then in effect.

## **3. ADMINISTRATION**

### **3.1 Use of Committees**

The Board may delegate all or such portion of its powers hereunder as it may determine to a committee of the Board duly appointed for this purpose by the Board and consisting of not less than three members of the Board, either indefinitely or for such period of time as it may specify, and thereafter, such committee may exercise the powers and discharge the duties of the Board in respect of the Plan so delegated to the same extent as the Board is hereby authorised so to do. If a committee is appointed for this purpose, all references herein to the Board will be deemed to be references to such committee.

### **3.2 Authority of the Board**

The Board shall be responsible for the general administration of the Plan and the proper execution of its provisions, the interpretation of the Plan and the determination of all questions arising hereunder. Subject to the limitations of the Plan, without limiting the generality of the foregoing, the Board has the power and authority to:

- (a) determine which Eligible Persons are to be granted RSUs and the number of RSUs to be issued to those Eligible Persons;
- (b) determine the terms under which such RSUs are granted including, without limitation, those related to the Performance Period, vesting and forfeiture;
- (c) prescribe the form of RSU Agreement with respect to a particular grant of RSUs;
- (d) interpret the Plan and determine all questions arising out of the Plan and any RSUs granted pursuant to the Plan, which interpretations and determinations will be conclusive and binding on the Corporation and all other affected persons;
- (e) prescribe, amend and rescind rules and procedures relating to the Plan;
- (f) subject to the provisions of the Plan and subject to such additional limitations and restrictions as the Board may impose, delegate to one or more officers of the Corporation some or all of its authority under the Plan; and
- (g) employ such legal counsel, independent auditors, third party service providers and consultants as it deems desirable for the administration of the Plan and to rely upon any opinion or computation received therefrom.

The Board's guidelines, rules, regulations, interpretations and determinations shall be conclusive and binding upon the Corporation and all other persons, including, in particular and without limitation, the Participants.

#### **4. GRANT OF RSUs**

##### **4.1 RSU Agreement and Account**

- (a) Upon the grant of RSUs, the Corporation will deliver to the Participant an RSU Agreement dated as of the Grant Date, containing the terms of the RSUs and executed by the Corporation, and upon delivery to the Corporation of the RSU Agreement executed by the Participant, such Participant will be a participant in the Plan and have the right to receive Shares on the terms set out in the RSU Agreement and in the Plan. Subject to any specific variations approved by the Board, all terms and conditions set out herein will be deemed to be incorporated into and form part of each RSU Agreement made hereunder.
- (b) An account (“**Account**”) shall be maintained by the Corporation for each Participant and will show the RSUs credited to a Participant from time to time.

##### **4.2 Shares Reserved**

- (a) The maximum number of Shares which may be reserved for issuance under the Plan at any time shall be 1,000,000 Shares, subject to adjustment under Section 6.1, or such greater number of Shares as shall have been duly approved by the Board and, if required by applicable policies of the Stock Exchange, by the Disinterested Shareholder Approval (the “**Plan Limit**”).
- (b) The number of Shares which may be reserved for issuance under the Plan, in combination with the aggregate number of Shares which may be issuable under any other Share Compensation Arrangement, including the Corporation’s Stock Option Plan, shall not exceed 10% of the total number of issued and outstanding Shares on a non-diluted basis, or such greater number of Shares as shall have been duly approved by the Board and, if required by the applicable policies of the Stock Exchange, by the shareholders of the Company.

##### **4.3 Limits on Issuances**

Notwithstanding any other provision of this Plan:

- (a) the maximum number of Shares issuable to Insiders pursuant to RSUs, together with any other Share Compensation Arrangement, at any time, shall not exceed 10% of the total number of Shares then outstanding;
- (b) the maximum number of Shares issued to Insiders pursuant to RSUs, together with any other Share Compensation Arrangement, within a 12-month period, shall not exceed 10% of the total number of Shares then outstanding;
- (c) the maximum number of RSUs that may be granted to any one Insider under the Plan, together with any other Share Compensation Arrangement, may not exceed 1% of the issued Shares calculated on the Grant Date and the maximum number of RSUs that may be granted to any one Insider under the Plan within a 12-month period, together with any other Share Compensation Arrangement, is 2% of the issued Shares calculated at the beginning of the 12-month period;

- (d) the maximum number of RSUs that may be granted to any one Eligible Person under the Plan, together with any other Share Compensation Arrangement, within a 12-month period, is 5% of the issued Shares calculated at the beginning of the 12-month period; and
- (e) the maximum number of RSUs that may be granted to any one consultant of the Corporation under the Plan, together with any other Share Compensation Arrangement, within a 12-month period, is 2% of the issued Shares calculated at the beginning of the 12-month period.

#### **4.4 Status of Terminated RSUs**

For purposes of determining the number of Shares that remain available for issuance under the Plan, the number of Shares underlying any grants of RSUs that are surrendered, forfeited, waived, repurchased by the Corporation and/or cancelled shall be added back to the Plan Limit and again be available for future grant, whereas the number of Shares underlying any grants of RSUs that are issued shall not be available for future grant.

#### **4.5 Credits for Dividends**

A Participant's Account shall be credited with a Dividend Equivalent in the form of additional RSUs only if the Board, in its sole discretion, so determines. Such Dividend Equivalent, if any, shall be computed by dividing: (a) the amount obtained by multiplying the amount of the dividend declared and paid per Share by the number of vested RSUs recorded in the Participant's Account on the record date for the payment of such dividend, by (b) the Dividend Market Value, with fractions computed to three decimal places.

#### **4.6 Grant and Vesting of RSUs**

- (a) For each calendar year ending after the effective date of the Plan, the Board may designate one or more Performance Periods under the Plan. In respect of each such designated Performance Period and subject to the terms of the Plan, the Board may from time to time establish the Grant Date and grant to any Eligible Person one or more RSUs as the Board deems appropriate. It shall be the responsibility of the Corporation and the Eligible Person to ensure that such Eligible Person is a bona fide Eligible Person.
- (b) The Board shall make all other determinations with respect to the Performance Period as the Board considers in its sole discretion to be necessary or desirable under the Plan, including, without limitation, the date or dates within such Performance Period and such other terms and conditions, if any, on which all or a portion of such RSUs (and corresponding Dividend Equivalents) credited to a Participant's Account shall vest (to be set forth in the RSU Agreement), provided that no RSUs (and corresponding Dividend Equivalents) may vest when prohibited by, or in breach of, Applicable Law.
- (c) Notwithstanding any other provision of the Plan, the Board may in its sole and absolute discretion accelerate and/or waive any vesting or other conditions for all or any RSUs (and corresponding Dividend Equivalents) for any Participant at any time and from time to time.
- (d) In no circumstances will RSUs credited to a Participant's Account in respect of a Performance Period vest after December 31 of the third full calendar year following the Grant Date in respect of such Performance Period.
- (e) Any RSUs in respect of a Performance Period that are not vested on or before December 31 of the third full calendar year following the Grant Date in respect of such RSUs shall be cancelled and no vesting, payment or issuance shall be made under the Plan in respect of such RSUs.

#### **4.7 Third Party Offer**

If an offer to purchase all of the outstanding Shares of the Corporation is made by a third party, the Board may, to the extent permitted by Applicable Law and upon giving each Participant written notice to that effect, effect the acceleration of the vesting of RSUs granted under the Plan. All determinations of the Board under this Section will be final, binding and conclusive for all purposes.

#### **4.8 Change in Control**

Upon the occurrence of a Change in Control or in the event of the termination of a Participant's employment by the Corporation for any reason (except termination for cause or voluntary resignation) at any time within one (1) year of the occurrence of a Change of Control, all the RSUs at that time outstanding but unvested shall automatically and irrevocably become vested in full.

#### **4.9 Delivery of Shares or Cash**

- (a) Vested RSUs may be redeemed by a Participant, in whole or in part, at any time prior to the end of the Performance Period, subject to Black Out Periods, upon delivery of a notice of redemption to the Corporation in the form attached hereto as Schedule A (the "Notice of Redemption"). Upon receipt by the Corporation of a Notice of Redemption, the Corporation, at its sole and absolute discretion shall have the option of settling the vested RSUs by any of the following methods or combination of such methods, subject to section 4.9(b) and Section 4.9(c): (i) elect to make to a Participant a cash payment equal to the product of the number of vested RSUs required to be redeemed pursuant to the Plan and the Notice of Redemption and the Market Price of a Share, less Source Deductions (as such term is defined herein); or (ii) elect to purchase on the secondary market, for delivery to the Participant, one Share for each full RSU to be redeemed pursuant to the Plan and the Notice of Redemption and making a lump sum cash payment in respect of any partial Restricted Share Unit to be redeemed (less any amounts in respect of Source Deductions); or (iii) elect to issue to the Participant from treasury one Share for each full RSU to be redeemed pursuant to the Plan and the Notice of Redemption and making a lump sum cash payment in respect of any partial Restricted Share Unit to be redeemed (less any amounts in respect of Source Deductions).
- (b) Notwithstanding Section 4.9(a), all redemptions under this Section 4.9 in respect of RSUs in Participants' Accounts that have vested in respect of a Performance Period shall be redeemed on or before December 31 of the third full calendar year following the end of the year in which such RSUs were awarded pursuant to Section 4.6.
- (c) Subject to Section 4.9(b) above, the Board will ensure delivery of the Shares and/or cash payment required by Section 4.9(a), is made no later than the 21st day following receipt of the Notice of Redemption.
- (d) Upon delivery of Shares and/or cash in satisfaction of RSUs, such RSUs shall be cancelled from the Participant's Account.
- (e) If the applicable Redemption Date for RSUs occurs during or within 10 business days of the expiration of a Black Out Period applicable to such Participant, then the Redemption Date for such RSUs shall be extended to the close of business on the tenth business day following the expiration of the Black Out Period.

#### **4.10 Tax and Withholding Tax**

Notwithstanding any other provision contained herein, in connection with the exercise of an RSU by a Participant or a Permitted Assign for Shares of the Corporation or a cash payment pursuant to Section 4.9(a) hereof, as a condition to such exercise: (i) the Corporation shall require such Participant to pay or cause to be paid to the Corporation an amount as necessary so as to ensure that the Corporation is in compliance with the applicable provisions of any federal, provincial or local law relating to the withholding of tax or other required deductions in connection with the exercise of such RSUs (the “**Source Deductions**”); or (ii) in the event a Participant does not pay or cause to be paid the amount specified in (i), the Corporation shall be permitted to engage a broker or other agent on behalf of the Participant or Permitted Assign, at the risk and expense of the Participant, to sell a portion of the underlying Shares issued on the exercise of such RSU through the facilities of the Stock Exchange, and to apply the proceeds received on the sale of such underlying Shares as necessary so as to ensure that the Corporation is in compliance with the applicable Source Deductions relating to the exercise of such RSUs. In addition, the Corporation shall be entitled to withhold from any amount payable to a Participant, including the exercise of RSUs for a cash payment pursuant to Section 4.9(a) hereof, and either under this Plan or otherwise, such amount as may be necessary so as to ensure that the Corporation is in compliance with the applicable Source Deductions relating to the exercise of any RSU.

#### **4.11 Termination of Employment**

Unless otherwise determined by the Board, in its sole discretion, or specified in the applicable RSU Agreement:

- (a) upon a Participant ceasing to be a Director, the voluntary resignation or the termination for cause of a Participant, all of the Participant's RSUs which remain unvested in the Participant's Account shall be forfeited without any entitlement to such Participant. If the Participant has an employment or consulting agreement with the Corporation, the term “cause” shall include any meaning given to that term in the employment or consulting agreement or, if such term is not defined in such agreement, shall mean any ground which would justify the services of the Participant to be terminated without notice or payment in lieu and/or shall have the meaning given to such term under any Applicable Law; and
- (b) subject to Section 4.8, upon the termination without cause, the Disability, the Retirement or death of a Participant, the Participant or the Participant's beneficiary, as the case may be, shall have a number of RSUs become vested in a linear manner equal to the sum for each grant of RSUs of the original number of RSUs granted multiplied by the number of completed months of employment since the Grant Date divided by the number of months required to achieve the full vesting of such grant of RSUs reduced by the actual number of RSUs, if applicable, that have previously become vested in accordance with the Plan. Such vested RSUs shall be settled in accordance with Section 4.9.

#### **4.12 No Compensation for Cancelled RSUs**

Section 4.11 applies regardless of whether the Participant received compensation in respect of dismissal or was entitled to a period of notice of termination which would otherwise have permitted a greater portion of the RSUs to vest with the Participant. Except as expressly permitted by the Board and the Plan, all RSUs will cease to vest as at the date upon which the Participant ceases to be an Eligible Person. Participants will not be entitled to any compensation in respect of any part of the RSUs which were not vested.

#### **4.13 Non-Transferability of RSUs**

Unless the Board determines otherwise in its sole discretion, a Participant may transfer RSUs to a Permitted Assign, provided that the transfer is permitted by, and is effected in accordance with the then applicable

policies of the Stock Exchange; for the avoidance of doubt, if the Corporation is subject to the requirements of the TSX and such exchange so requires, RSUs shall be non-assignable and non-transferrable. Upon any such permitted transfer, the transferred RSUs shall be deemed, for purposes of the Plan, to continue to be held by the Participant, and shall continue to be subject to the terms and conditions of the Plan as if the Participant remained the sole holder thereof. The Board may, in its sole discretion, permit transfers of RSUs other than those contemplated by this Section, subject to Applicable Law and the prior approval of the Stock Exchange or shareholders of the Corporation, if required.

## **5. AMENDMENT**

### **5.1 Amendments**

- (a) The Board reserves the right, in its absolute discretion, to amend, suspend or terminate the Plan, or any portion thereof, at any time without obtaining Shareholder Approval, subject to those provisions of Applicable Law and Regulatory Approval, if any, that require Shareholder Approval. Such amendments may include, without limitation:
  - (i) minor changes of a “house-keeping nature”, including, without limitation, any amendment for the purpose of curing any ambiguity, error or omission in the Plan, or to correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan;
  - (ii) amending RSUs under the Plan, including with respect to advancing the date on which any RSU may vest and the effect of termination of a Participant, provided that such amendment does not adversely alter or impair any RSU previously granted to a Participant without the consent of such Participant;
  - (iii) amendments necessary to comply with the provisions of Applicable Law or the applicable rules of the Stock Exchange on which the Shares are then listed, including with respect to the treatment of RSUs granted under the Plan;
  - (iv) amendments respecting the administration of the Plan;
  - (v) amendments necessary to suspend or terminate the Plan; provided that such amendment does not adversely alter or impair any RSU previously granted to a Participant without the consent of such Participant; and
  - (vi) any other amendment, fundamental or otherwise, not requiring Shareholder Approval under Applicable Law or the applicable rules of the Stock Exchange.
- (b) Notwithstanding the foregoing, the Corporation will be required to obtain Shareholder Approval for any amendment related to the following (provided that such Shareholder Approval is then a requirement of the Stock Exchange):
  - (i) the eligibility of a Participant in the Plan;
  - (ii) removing or exceeding the limits on participation in the Plan;
  - (iii) increasing the Plan Limit;
  - (iv) any amendment to the Plan allowing awards granted under the Plan to be transferable or assignable to a new beneficial owner other than for normal estate settlement purposes;

- (v) granting additional powers to the Board to amend the Plan without Shareholder Approval; and
  - (vi) any amendment to the amending provisions of the Plan.
- (c) Any amendment to any provision of the Plan will be subject to any necessary approvals of the Exchange and other regulatory bodies, if required.
- (d) For the purposes of this Section 5.1, an amendment does not include an accelerated expiry of an RSU by reason of the fact that a Director, Executive Officer, Employee or Consultant ceases to be a Participant.

## **5.2 Termination**

The Board may terminate the Plan at any time in its absolute discretion. If the Plan is so terminated, no further RSUs shall be granted, but the RSUs then outstanding shall continue in full force and effect in accordance with the provisions of the Plan.

## **6. ADJUSTMENT TO SHARES**

### **6.1 Adjustments**

In the event of adjustments in the number of Shares resulting from subdivisions, consolidations, substitutions, or reclassifications of the Shares, the payment of stock dividends by the Corporation (other than dividends in the ordinary course) or other relevant changes in the capital of the Corporation or from a proposed merger, amalgamation or other corporate arrangement or reorganization involving the exchange or replacement of Shares of the Corporation for those in another corporation, then the Board may make such adjustments to this Plan, to any RSUs and to any RSU Agreements outstanding under this Plan as the Board may, in its sole discretion, consider appropriate in the circumstances to prevent dilution or enlargement of amounts to be paid to Participants hereunder. Any dispute that arises at any time with respect to any such adjustment will be conclusively determined by the Board, and any such determination will be binding on the Corporation, the Participant and all other affected parties.

### **6.2 Further Adjustments**

Subject to Section 6.1 and Applicable Law, if, because of a proposed merger, amalgamation or other corporate arrangement or reorganization, the exchange or replacement of Shares of the Corporation for those in another corporation is imminent, the Board may, in a fair and equitable manner, determine the manner in which all unvested RSUs and rights granted under the Plan will be treated including, without limitation, requiring the acceleration of the time for the vesting of such RSUs and the time for the fulfilment of any conditions or restrictions on such vesting. All determinations of the Board under this Section will be final, binding and conclusive for all purposes.

### **6.3 Limitations**

The grant of RSUs under the 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.

## **7. GENERAL**

### **7.1 Unfunded and Unsecured Plan**

The Plan shall be unfunded and neither the Corporation nor any of its Related Entities will secure the Corporation's obligations under the Plan. To the extent any Participant or his estate holds rights by virtue of an award of Restricted Share Units under the Plan, such rights (unless otherwise determined by the Board) shall be no greater than the rights of an unsecured creditor of the Corporation.

### **7.2 Compliance with Legislation**

The Plan, the grant and vesting of RSUs hereunder and the Corporation's obligation to sell and deliver Shares upon vesting of RSUs is subject to Applicable Law and to such Stock Exchange and regulatory approvals as may, in the opinion of counsel to the Corporation, be required. Each RSU Agreement will contain such provisions as in the opinion of the Board are required to ensure that no Shares are issued on the vesting of an RSU unless the issuance of such Shares will be exempt from all registration, qualification and prospectus requirements of securities laws of any jurisdiction and will be permitted under Applicable Law. The Corporation shall not be obliged by any provision of the Plan or the grant of any RSU hereunder to issue, sell or transfer Shares in violation of Applicable Law or any condition of any Stock Exchange or other regulatory approval. No RSU shall be granted and no Shares issued or sold hereunder where such grant, issue or sale would require registration of the Plan or of Shares under the securities laws of any jurisdiction and any purported grant of any RSU or issue, sale or transfer of Shares hereunder in violation of this provision shall be void. In addition, the Corporation shall have no obligation to issue any Shares pursuant to the Plan unless such Shares shall have been duly listed, upon official notice of issuance, with the Stock Exchange. Shares issued and sold to Participants pursuant to the vesting of RSUs may be subject to limitations on sale or resale under Applicable Law. In particular, if required by Applicable Law, an RSU Agreement may provide that shareholder approval to the grant of an RSU must be obtained prior to the vesting of the RSU or to the amendment of an RSU Agreement.

### **7.3 Non-Exclusivity**

Nothing contained in the Plan will prevent the Board from adopting other or additional Share Compensation Arrangements, subject to obtaining prior Stock Exchange and other regulatory approval and, if required, Shareholder Approval.

### **7.4 Employment and Services**

Nothing contained in the Plan or in any RSU Agreement will confer upon or imply in favour of any Eligible Person or Participant any right with respect to office, employment or provision of services with the Corporation or of any Related Entity or interfere in any way with the right of the Corporation or any Related Entity to lawfully terminate the Eligible Person or Participant's office, employment or service at any time pursuant to the arrangements pertaining to same. Participation in the Plan by an Eligible Person will be voluntary.

### **7.5 Change of Status**

Unless otherwise provided for herein or in an RSU Agreement, a change in the status, office, position or duties of a Participant from the status, office, position or duties held by such Participant on the date on which an RSU was granted to such Participant will not result in a change in the terms of such RSU provided that such Participant remains an Eligible Person.

## **7.6 No Representation or Warranty**

The Corporation makes no representation or warranty as to the future market value of Shares issued in accordance with the provisions of the Plan or to the effect of the Income Tax Act (Canada) or any other taxing statute governing the RSUs or the Shares issued or issuable thereunder or the tax consequences to a Participant. Compliance with Applicable Law as to the disclosure and resale obligations of each Participant is the responsibility of such Participant and not the Corporation.

## **7.7 Rights as a Shareholder**

Nothing contained in the Plan nor in any RSU granted hereunder shall be deemed to give any Participant any interest or title in or to any Shares of the Corporation or any rights as a shareholder of the Corporation or any other legal or equitable right against the Corporation whatsoever other than with respect to Shares issued following the vesting of RSUs.

## **7.8 Discretion of Board**

The awarding of RSUs to any Eligible Person is a matter to be determined solely in the discretion of the Board. The Plan shall not in any way fetter, limit, obligate, restrict or constrain the Board with regard to the allotment or issue of any Shares or any other securities in the capital of the Corporation or any of its subsidiaries other than as specifically provided for in the Plan.

## **7.9 Notices**

The form of all communication relating to the Plan shall be in writing and delivered by recognized overnight courier, certified mail, fax or electronic mail to the proper address or, optionally, to any individual personally. Except as otherwise provided in any RSU Agreement, all notices to the Corporation or the Board shall be addressed to: c/o the Corporation at its registered office, Attn: the Chief Financial Officer. All notices to Participants, former Participants, beneficiaries or other persons acting for or on behalf of such persons that are not delivered personally to an individual shall be addressed to such person by the Corporation or its designee at the last address for such person maintained in the records of the Board or the Corporation.

**SCHEDULE A TO THE RESTRICTED SHARE UNIT PLAN  
NOTICE OF REDEMPTION**

**NANALYSIS SCIENTIFIC CORP. (the "Corporation")**

This Notice of Redemption is made with reference to the Corporation's Restricted Share Unit Plan (the "Plan").

**Participant Information:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number \_\_\_\_\_

**RSU Information:**

Date of Grant: \_\_\_\_\_

# of RSUs to be redeemed: \_\_\_\_\_

**Registration and Delivery:**

The Shares issued in settlement of the Vested RSUs, if any, are to be registered in the name of the undersigned and are to be delivered as directed below:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**Acknowledgment:**

1. This Notice of Redemption is subject to the terms and conditions of the Plan.
2. Capitalized terms used in this Notice of Redemption and not otherwise defined find their meaning in the Plan.
3. RSUs exercised pursuant to this Notice of Redemption will be priced at the Market Price (as defined in the Plan).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

