



**TIER ONE SILVER INC.  
("CORPORATION")**

**OMNIBUS 10% ROLLING LONG-TERM INCENTIVE PLAN**

**AUTHORIZED BY THE BOARD OF THE CORPORATION ON JUNE 11, 2024 AS AMENDED AND  
RESTATED JUNE 26, 2024**

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**TIER ONE SILVER INC.**  
**(the “CORPORATION”)**  
**OMNIBUS 10% ROLLING LONG-TERM INCENTIVE PLAN**

**1. PURPOSE AND COMPLIANCE WITH TSXV AND GOVERNANCE POLICIES**

**1.1** The purpose of the Plan is to attract, retain and motivate persons with training, experience and leadership as directors, officers and employees of the Corporation, its subsidiaries and Consultants (capitalized terms being defined in section 2), in order to advance the long-term interests of the Corporation by providing such persons with the opportunity and incentive, through equity-based compensation, to acquire an ownership interest in the Corporation, and to promote a greater alignment of interests between such persons and shareholders of the Corporation.

**1.2** This Plan is intended to comply with the requirements of the TSXV policy 4.4 (Security Based Compensation) as an “omnibus 10% rolling plan” and is to be implemented and used subject to the terms of that policy, as it may be amended from time-to-time. Any inconsistency between the policy and this Plan is to be resolved in favour of compliance with the policy.

**1.3** Participants receiving any security-based compensation hereunder are required to comply with the internal pre-trade reporting and trading policies and requirements of the Company’s Share Trading Policy as from time-to-time in effect.

**2. DEFINITIONS AND INTERPRETATION**

**2.1 Definitions.** For purposes of the Plan, the following words and terms shall have the following meanings:

“**Active Employment**” or “**Actively Employed**” means when a Participant is employed by the Corporation and actively providing services (including part time and occasional) to the Corporation or any subsidiary, or a Participant is on a vacation or a leave of absence approved by the Corporation or any subsidiary or authorized under applicable law. For purposes of this Plan, except as may be required to comply with minimum requirements of applicable employment standards legislation, a Participant is not Actively Employed if his or her employment has been terminated by the Participant’s resignation or retirement or by the Corporation, any subsidiary, regardless of whether the Participant’s employment has been terminated with or without cause, lawfully or unlawfully or with or without notice, and, except as may be required by minimum requirements of applicable employment standards legislation, being Actively Employed does not include any period during, or in respect of, which a Participant is receiving or is entitled to receive payments in lieu of notice (whether by way of lump sum or salary continuance), benefits continuance, severance pay, damages for wrongful dismissal or other termination related payments or benefits, in each case, whether pursuant to statute, contract, common law, civil law or otherwise. Active Employment requires that there be a written service or employment agreement;

“**Appendix**” means one of the four appendices attached hereto which are described in section 2.6;

“**Administrative Agent**” has the meaning ascribed thereto in Section 3.4;

“**Affiliate**” means an “affiliated company” determined in accordance with Section 2 of TSXV Policy 1.1. A Company is an “Affiliate” of another Company if: (a) one of them is the subsidiary of the other, or (b) each of them is controlled by the same Person. A Company is “controlled” by a Person if: (a) Voting Shares of the Company are held, other than by way of security only, by or for the benefit of that Person, and (b) the voting rights attached to those Voting Shares are entitled, if exercised, to elect a majority of the directors of the Company. A Person beneficially owns securities that are beneficially owned by: (a) a Company controlled by that Person, or (b) an Affiliate of that Person or an affiliate of any Company controlled by that Person;

“**Award**” means (i) any Option, Performance Share Unit, Restricted Share Unit and/or Deferred Share Unit granted under the Plan and reflected in an Award Agreement, and (ii) any SPC that is the subject of an executed SPC Participant Deduction Form;

“**Award Agreement**” means an Option Award Agreement, a PSU Award Agreement, an RSU Award Agreement and/or a DSU Award Agreement (as applicable) generally in the form of Appendix 3;

“**Base Salary**” means regular gross hourly wages or base salary (as applicable), or base secondment fee, excluding in each case payments for overtime, shift differentials, incentive compensation, bonuses, commissions and other special payments, fees, allowances or extraordinary compensation;

“**Benefits Representative**” means the Participant Benefits Coordinator of the Corporation or such other Person, regardless of whether employed by the Corporation, who has been formally, or by operation or practice, designated by the Corporation to assist with the day-to-day administration of the Plan;

“**Blackout Period**” means an interval of time during which (a) trading in securities of the Corporation is restricted in accordance with the policies of the Corporation; or (b) the Corporation has otherwise determined that one or more Participants may not trade in securities of the Corporation because they may be in possession of undisclosed material information (as defined under applicable securities laws);

“**Board**” means the board of directors of the Corporation or, if established and duly authorized to act, a committee of the board of directors of the Corporation;

“**Business Day**” means any day, other than Saturday, Sunday or any statutory holiday in the Province of British Columbia, Canada;

“**Canadian Taxpayer**” means a Participant liable to pay income taxes in Canada as a result of the receipt of an Award or the settlement thereof or an SPC;

“**Cashless Exercise**” has the meaning set out in Section 5.5;

“**Cease Trade Order**” means a decision issued by a provincial or territorial securities regulatory authority or similar regulatory body against a company or an individual for reasons such as failing to meet disclosure requirements or as a result of an enforcement action that involves an investigation of potential wrongdoing.

“**Change in Control**” means the occurrence of any one or more of the following events:

- (a) a consolidation, merger, amalgamation, arrangement or other reorganization or acquisition involving the Corporation or any of its subsidiaries and another corporation or other entity, as a result of which the holders of Shares prior to the completion of the transaction hold less than 50% of the votes attached to all of the outstanding voting securities of the successor corporation or entity after completion of the transaction;
- (b) a resolution is adopted to wind-up, dissolve or liquidate the Corporation;
- (c) any person, entity or group of persons or entities acting jointly or in concert (the “**Acquiror**”) acquires, or acquires control (including the power to vote or direct the voting) of, voting securities of the Corporation which, when added to the voting securities owned of record or beneficially by the Acquiror or which the Acquiror has the right to vote or in respect of which the Acquiror has the right to direct the voting, would entitle the Acquiror and/or associates (as defined by securities legislation) and/or affiliates of the Acquiror to cast or direct the casting of 50% or more of the votes attached to all of the Corporation’s outstanding voting securities which may be cast to elect directors of the Corporation or the successor corporation (regardless of whether a meeting has been called to elect directors);
- (d) the sale, transfer or other disposition of all or substantially all of the assets of the Corporation;
- (e) as a result of or in connection with:

- (i) the contested election of directors; or
- (ii) a transaction referred to in paragraph (a) of this definition of “Change in Control”,

the nominees named in the most recent management information circular of the Corporation for election to the board of directors of the Corporation shall not constitute a majority of the Directors; or

- (f) the Board adopts a resolution to the effect that a transaction or series of transactions involving the Corporation or any of its affiliates that has occurred or is immanent is a Change in Control, and for purposes of the foregoing, “**voting securities**” means the Shares and any other shares entitled to vote for the election of directors, and shall include any securities, whether or not issued by the Corporation, which are not shares entitled to vote for the election of directors but which are convertible into or exchangeable for shares which are entitled to vote for the election of directors, including any options or rights to purchase such shares or securities;

“**Consultant**” means, in relation to the Corporation, an individual (other than a director, officer or employee of the Corporation or of any of its subsidiaries) or a company that: (a) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Corporation or to any of its subsidiaries, other than services provided in relation to a distribution of securities; (b) provides the services under a written contract between the Corporation or any of its subsidiaries and the individual or the company, as the case may be; and (c) in the reasonable opinion of the Directors, spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or of any of its subsidiaries.

“**Consultant Company**” means a Consultant that is a corporation.

“**Corporation**” means Tier One Silver Inc.;

“**Date of Disability**” means the date on which a Participant experiences a Termination Date due to a Disability; “**Deferred Annual Amount**” has the meaning ascribed thereto in Section 8.1(b);

“**Deferred Share Unit**” (or “**DSU**”) means a deferred share unit granted in accordance with Section 8.1, the value of which on any particular date shall be equal to the Market Price of one Share, and that represents the right to receive cash and/or Shares equal to the Market Price of one Share on settlement of the Deferred Share Unit;

“**Disability**” means a medical condition that would qualify a Participant for long-term disability benefits under their applicable benefits plan sponsored or maintained by the Corporation or a subsidiary of the Corporation;

“**Dividend Equivalents**” means the right, if any, granted under Section 15, to receive payments in cash or in Shares, based on dividends declared on Shares;

“**Disinterested Shareholders Approval**” means an approval of disinterested shareholders of the Corporation obtained in accordance with section 5.3 of TSXV Policy 4.4;

“**DSU Account**” has the meaning ascribed thereto in Section 8.3;

“**DSU Award Agreement**” means a written confirmation agreement, in such form(s) as determined by the Corporation from time to time, setting out the terms and conditions relating to a Deferred Share Unit and entered into in accordance with Section 8.2;

“**DSU Separation Date**” means, with respect to Deferred Share Units granted to a Participant, the date on which the Participant ceases to hold all positions with the Corporation or a corporation related to the Corporation within the meaning of the *Income Tax Act* (Canada) as a result of the Participant’s death or retirement from, or loss of, an office or employment for purposes of paragraph 6801(d) of the Regulations under the *Income Tax Act* (Canada);

**“Early Retirement”** means, in the case of an employee of the Corporation or any subsidiary, a Participant’s resignation from employment with the Corporation or any subsidiary on or after the date that the Participant reaches age sixty (60) and the Participant has at least five (5) years of service in the aggregate with the Corporation or any of its subsidiaries as at the Participant’s Termination Date, other than a Retirement;

**“Eligible Person”** means:

- (a) for all Performance Share Units and Restricted Share Units, any director, officer or employee of the Corporation who has not experienced a Termination Date and is eligible to receive Awards or SPCs under the Plan (but for avoidance of doubt, excluding any Consultant or Investor Relations Service Provider);
- (b) for all Options, any director, officer, Consultant or employee or Management Company Employee of the Corporation who has not experienced a Termination Date and is otherwise eligible to receive Awards under the Plan; and
- (c) for all Deferred Share Units, any non-executive director of the Corporation who is eligible to receive Awards under the Plan (but for avoidance of doubt, excluding any Consultant or Investor Relations Service Provider); and
- (d) for all SPCs, an SPC Eligible Person;

**“Employer’s Contribution”** means, in respect of a Participant in an SPC, the amount credited to a Participant’s SPC Account each Purchase Period by the Corporation or subsidiary (as applicable), being an amount equal to 25% of the Participant’s Contribution for the applicable Purchase Period;

**“Grant Date”** means the date on which the Award is made to an Eligible Person in accordance with the provisions hereof;

**“Holding Period”** has the meaning for SPCs ascribed in Section 9.7;

**“Insider”** means an “insider” as person who is determined in accordance with the TSXV Company Corporate Finance Policies in respect of the rules governing Security-Based Plans, as such definition may be amended, supplement or replaced from time to time and also includes any other person defined as such by applicable securities laws;

**“Investor Relations Service Provider”** includes any Consultant that performs Investor Relations Activities and any Director, Officer, Employee or Management Company Employee whose role and duties primarily consist of Investor Relations Activities.

**“Issued Shares”** means the number of Listed Shares of the Corporation that are then issued and outstanding on a non-diluted basis, subject to TSXV approval, may include a number of securities of the Issuer, other than Security Based Compensation, in-the-money warrants and convertible debt, that are convertible into Listed Shares of that Issuer.

**“Listed Share”** means a share or other security that is listed on the TSXV..

**“Management Company”** means a Company providing management services to the Corporation pursuant to a written agreement, which services are required for the ongoing successful operation of the business enterprise of the Corporation.

**“Management Company Employee”** means an individual employed by a Management Company;

**“Market Purchase”** means the purchase of outstanding Shares within the meaning ascribed in Section 9.6(b);

**“Market Price”**, as of a particular date, means the last closing price of the Corporation’s Listed Shares before reported by the TSXV, subject to the minimum price of \$0.05 and the exceptions referenced in the definition of Market Price

in TSXV Policy 1.1, or, if the Shares are not listed on the TSXV, on such other principal stock exchange or over-the-counter market on which the Shares are listed or quoted, as the case may be and if more than one, then the exchange or market with the most volume. If the Shares are not publicly traded or quoted, then the “Market Price” shall be the fair market value of the Shares, as determined by the Board, on the particular date;

“**Net Exercise**” has the meaning set out in Section 5.5;

“**Normal Course Issuer Bid**” has the meaning assigned by TSXV Policy 5.6.

“**Option**” means an option to purchase Shares granted under Section 5.1;

“**Optionee**” means the holder of an Option;

“**Option Price**” means the price set by the Board for an Award which may not be less than the Market Price on the day immediately before the date of the grant of the Option, as provided in Section 5.2(b);

“**Participant**” means an Eligible Person with outstanding Awards and a SPC Eligible Person with respect of outstanding SPCs, or his or her Personal Representatives as the context requires;

“**Participant’s Contribution**” means the amount credited to a Participant’s SPC Account each Purchase Period out of the Participant’s Base Salary, being an amount equal to the Participant’s Base Salary multiplied by the Payroll Deduction Rate for that Purchase Period;

“**Payroll Deduction Rate**” means the percentage of a Participant’s Base Salary to be deducted each Purchase Period as the Participant’s Contribution, expressed in whole numbers as a percentage that is not less than 1% nor more than 10% of the Participant’s Base Salary;

“**Performance Share Unit**” (or “**PSU**”)” means a performance share unit granted in accordance with Section 6.1, the value of which on any particular date shall be equal to the Market Price of one Share, and that represents the right to receive cash and/or Shares equal to the Market Price of one Share on settlement of the Performance Share Unit;

“**Person**” means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted;

“**Personal Representative**” means:

- (a) in the case of a Participant who, for any reason, is incapable of managing its affairs, the Person entitled by law to act on behalf of such Participant; and
- (b) in the case of a deceased Participant, the executor or administrator of the deceased duly appointed by a court or public authority having jurisdiction to do so;

“**Plan**” means this Tier One Silver Inc. Long-Term Incentive Plan, as renewed or amended from time to time in accordance with its terms and the requirements of TSXV;

“**PSU Account**” has the meaning ascribed thereto in Section 6.3;

“**Purchase Date**” means the third Business Day following the applicable Purchase Period or as soon as reasonably possible thereafter;

“**Purchase Period**” means monthly, quarterly or any other regular purchase interval as determined by the Corporation from time to time and communicated to a Participant;

**“PSU Award Agreement”** means a written confirmation agreement, in such form(s) as determined by the Corporation from time to time, setting out the terms and conditions relating to a Performance Share Unit and entered into in accordance with Section 6.2;

**“PSU Vesting Date”** means, with respect to Performance Share Units granted to a Participant, the date determined in accordance with Section 6.4, which date, for Canadian Taxpayers, shall not be later than the date referred to in Section 6.2(b);

**“Redemption Date”** means, subject to Section 8.5(a), up to three dates elected by the Participant, being the dates on which the Participant delivers a notice of settlement to the Corporation, which shall not be earlier than the applicable DSU Separation Date and which shall not be later than one year from the applicable DSU Separation Date.

**“Restricted Share” Unit (or “RSU”)** means a restricted share unit granted in accordance with Section 7.1, the value of which on any particular date shall be equal to the Market Price of one Share, and that represents the right to receive cash or one Share equal to the Market Price of one Share on settlement of the Restricted Share Unit;

**“Retirement”** means, in the case of an employee of the Corporation or any subsidiary, a Participant’s resignation from employment with the Corporation or any subsidiary at any time following the end of the month in which they turn sixty- five (65);

**“RSU Account”** has the meaning ascribed thereto in Section 7.3;

**“RSU Award Agreement”** means a written confirmation agreement, in such form(s) as determined by the Corporation from time to time, setting out the terms and conditions relating to a Restricted Share Unit and entered into in accordance with Section 7.2;

**“RSU Vesting Date”** means, with respect to Restricted Share Units granted to a Participant, the date determined in accordance with Section 7.4, which date, for Canadian Taxpayers, shall not be later than the date referred to in Section 7.2(b);

**“Security-Based Compensation Plan”** has the meaning ascribed in Policy 4.4 of the TSXV Corporate Finance Policies, “and includes any Stock Option Plan, DSU Plan, PSU Plan, RSU Plan, SAR Plan, SP Plan and/or any other compensation or incentive mechanism involving the issuance or potential issuance of securities of the Issuer from treasury to a Participant (excluding any Shares for Services arrangement that has been conditionally accepted by the TSXV amended from time to time and for avoidance shall include:

- (a) stock option plans for the benefit of employees, insiders, Consultants, or any one of such groups;
- (b) individual stock options granted to employees, Consultants, or insiders if not granted pursuant to a plan previously approved by the Corporation’s security holders;
- (c) stock purchase plans where the Corporation provides financial assistance or where the Corporation matches the whole or a portion of the securities being purchased;
- (d) PSUs, DSUs, RSUs, stock appreciation rights involving issuances of securities from treasury;
- (e) any other compensation or incentive mechanism involving the issuance or potential issuances of securities of the Corporation from treasury; and
- (f) security purchases from treasury by an employee, insider, or Consultant which is financially assisted by the Corporation by any means whatsoever;

and for avoidance of doubt, includes any such security even if settled in cash.

**“Shares”** mean Listed Shares without par value of the Corporation;

“**SPC**” means a share purchase commitment for purchase of Shares as agreed between the Participant and the Corporation and as reflected on a SPC Payroll Deduction Form;

“**SPC Payroll Deduction Form**” means the SPC payroll deduction form in the form of Appendix 2.

“**SPC Shares**” means Shares purchased on behalf of a Participant pursuant to a SPC;

“**SPC Eligible Person**” means any of the following individuals:

- (a) any director or officer of the Corporation; or
- (b) any employee of the Corporation,

and for avoidance of doubt excludes any Consultant, Investor Relations Service Provider, or Management Company Employee, and provided that the officer or employee has been Actively Employed by the Corporation, any subsidiary for at least three (3) months and has not experienced a Termination Date;

“**SPC Account**” has the meaning ascribed in Section 9.1;

“**subsidiary**” a corporation is a Subsidiary of another corporation if: (i) it is controlled by (i) that other corporation, (ii) that other corporation and one or more corporations controlled by that other corporation, or (iii) 2 or more corporations controlled by that other corporation, or (b) it is a subsidiary of a subsidiary of that other corporation;

“**Termination Date**” means the Participant’s last day of Active Employment of office by the Corporation, or any subsidiary for any reason whatsoever, but in any case (i) regardless of whether the Participant’s office or employment is terminated with or without cause, through actions or events constituting constructive dismissal, lawfully or unlawfully, with or without any adequate reasonable notice, or with or without any adequate compensation in lieu of such reasonable notice, and without regard to whether the Participant continues thereafter to receive any compensatory payments or other amounts from the Corporation, any subsidiary, or in the case of loss of office, failure to be re-appointed, re-nominated or re-elected to such office and (ii) except as may be required by minimum requirements of applicable employment standards legislation, does not include any severance period or notice period to which the Participant might then be entitled or any period of salary continuance or deemed employment or other damages paid or payable to the Participant in respect of his or her termination of employment, and, in the case of both subsections (i) and (ii), whether pursuant to any applicable statute, contract, civil law, the common law or otherwise. Any such severance period or notice period shall not be considered a period of employment for the purposes of a Participant’s rights under the Plan;

“**TSXV**” means the TSX Venture Exchange;

“**TSXV Policy 4.4**” means the TSXV policy for Security Based Compensation as it may be amended, renamed or renumbered from time to time.

“**TSXV Policy 5.6**” means the TSXV Policy for Normal Course Issuer Bids as it may be amended, renamed or renumbered from time to time.

“**Treasury Purchase**” means a purchase of previously unissued treasury shares within the meaning ascribed in Section 9.6(b); and

“**Voting Shares**” means Listed Shares that carry the right to vote to elect directors of the Corporation;

“**VWAP**” means the volume weighted average trading price as quoted on the TSXV (or if not listed such other exchange on which the Shares are traded) and unless otherwise provided, means the 5 trading days before the calculation of VWAP is made.

**2.2 Headings.** The headings of all articles, sections, and paragraphs in the Plan are inserted for convenience of reference only and shall not affect the construction or interpretation of the Plan.

**2.3 Context; Construction.** Whenever the singular or masculine are used in the Plan, the same shall be construed as being the plural or feminine or neuter or vice versa where the context so requires.

**2.4 Statutes.** Any reference to a statute, regulation, rule, instrument, or policy statement shall refer to such statute, regulation, rule, instrument, or policy statement as the same may be amended, replaced or re-enacted from time to time.

**2.5 Canadian Funds.** Unless otherwise specifically provided, all references to dollar amounts in the Plan are references to Canadian dollars (CAD). Any amounts paid on exercise or in settlement of an Award shall be paid in Canadian dollars.

**2.6 Appendices.** The following appendices are attached to, forms part of, and shall be deemed to be incorporated in, the Plan:

Appendix	Title
Appendix 1	Special Provisions Applicable to US Taxpayers
Appendix 2	SPC Participant Deduction Form
Appendix 3	Award Agreement for Stock options, DSU, RSU, PSU
Appendix 4	Form of Stock Option Exercise Notice

### 3. ADMINISTRATION OF THE PLAN

**3.1** The Plan shall be administered by the Board subject to delegation of such authority to any designated Committee under section 3.3.

**3.2** The Board shall have the power, where consistent with the general purpose and intent of the Plan and subject to the specific provisions of the Plan:

- (a) to establish policies and to adopt rules and regulations for carrying out the purposes, provisions and administration of the Plan and to amend or revoke such policies, rules and regulations;
- (b) to interpret and construe the Plan and to determine all questions arising out of the Plan and any Award or SPC made pursuant to the Plan, and any such interpretation, construction or determination made by the Board shall be final, binding and conclusive for all purposes;
- (c) to determine the time or times when Awards and SPCs will be made, subject to the requirements of applicable securities laws and regulatory requirements;
- (d) to recommend to the Board which Eligible Persons should be granted Awards and permitted SPCs, subject to the approval of the Board;
- (e) to recommend to the Board the number of Awards and SPCs to be awarded to Eligible Persons, subject to the approval of the Board;
- (f) to determine the term of Awards and SPCs and the vesting criteria applicable to Awards (including performance vesting, if applicable);
- (g) to determine if Shares which are subject to an Award and SPCs will be subject to any restrictions upon the exercise or vesting of such Award;

- (h) to prescribe the form of the instruments relating to the grant, exercise and other terms of Awards including the form or forms of Option Award Agreements, PSU Award Agreements, RSU Award Agreements, DSU Award Agreements and SPC Participant Deduction Forms and all ancillary documents and instruments related to the Plan and Awards; and
- (i) subject to Section 14, to make all other determinations under, and such interpretations of, and to take all such other steps and actions in connection with the proper administration of the Plan as it, in its sole discretion, may deem necessary or advisable.

The Board's guidelines, rules, regulation, interpretations and determinations shall be conclusive and binding upon the Corporation and all other Persons.

**3.3 Delegation.** The Board may delegate to any committee of the Board, such of the Board's duties and powers relating to the Plan as the Board may see fit, subject to applicable law.

**3.4 Use of Administrative Agent and Independent Administrative Agent.** The Board may in its sole discretion appoint from time to time one or more entities to act as administrative agent to administer Awards granted under the Plan and to act as trustee to hold and administer the Plan and the assets that may be held in respect of Awards and SPCs granted under the Plan, the whole in accordance with the terms and conditions determined by the Board in its sole discretion (the "Administrative Agent") Where any Administrative Agent is authorized to purchase any previously issued securities of the Company the Administrative Agent must be independent of the Company or else comply with section 4.14 of TSXV Policy 4.4 as if such purchases were part of a Normal Course Issuer Bid.

**3.5 Limitation of Liability and Indemnification.** No member of the Board or a committee of the Board will be liable for any action or determination taken or made in good faith with respect to the Plan or any Awards and SPCs granted thereunder and each such member shall be entitled to indemnification by the Corporation with respect to any such action or determination in the manner provided for by the Board or a committee of the Board.

**3.6 Awards Require Bona Fide Relationship.** Each Award or SPC granted under this Plan requires that the Corporation and each Participant receiving an Award or SPC confirm that the Participant's relationship as an employee, Management Company Employee, Investor Relations Service provider or Consultant is bona fide.

#### **4. 10% PLAN MAXIMUM AND CERTAIN PARTICIPATION LIMITS**

**4.1 10% Limit for Shares Subject to Awards and SPCs.** Subject to adjustment under the provisions of Section 11, the aggregate number of Listed Shares of the Corporation that are issuable pursuant to this Plan and any other Security Based Compensation Plan(s) in aggregate is equal to up to a maximum of 10% of the Issued Shares of the Corporation as at the date of grant or issuance of any Security Based Compensation under any of such Security Based Compensation Plan(s);

**4.2 2% Maximum Limit for DSU, RSU, PSU and 30,000 Annual Share Limit for SPC.** The aggregate number of Shares to be reserved for all Deferred Share Units, Restricted Share Units and Performance Share Units granted under this Plan, and all SPCs entered into, shall not exceed 2% of Issued Shares in aggregate for each of such type of Award or SPC. For the purposes of calculating the number of Shares that are the subject to the SPC aggregate 2% limit (and 30,000 annual individual limit). The aggregate number of available Shares subject to such SPC awards shall be estimated quarterly and reflect the SPCs entered into and increased for Shares issued upon satisfaction of the SPC obligations in that quarter. For example, if the aggregate SPC limit were set at a percentage of issued Shares which allowed for 120,000 SPCs, then if four persons have subscribed for 30,000 SPCs each, the number of additional SPCs available for grant at the start of the following quarter would be 30,600 because each Participant will have paid for and been issued 7,500 shares for 30,000 Shares in aggregate, plus the available number of SPCs will have increased by a further 3,000 being 10% of that aggregate.

**4.3 Shares Available for Future Grants.** Any Shares subject to an Award or SPC which for any reason expires without having been exercised, settled or purchased, or which is forfeited or terminated, shall again be available for future Awards under the Plan.

**4.4 Insider and Other Participation Limits.** This Plan, when combined with all of the Corporation's other previously established Security-Based Plans, shall not result, in:

- (a) unless Disinterested Shareholders Approval has been obtained, a number of Shares issued to all Insiders within a one-year period exceeding 5% of the issued and outstanding Shares, calculated as at the date any Security Based Compensation is granted or issued to the Participant;
- (b) unless Disinterested Shareholders Approval has been obtained, a number of Shares issuable to all Insiders at any time exceeding 5% of the issued and outstanding Shares;
- (c) unless Disinterested Shareholders Approval has been obtained, an aggregate number of Shares that are issuable pursuant to all Security Based Compensation granted or issued in any 12-month period to any one individual, including to any company which is wholly-owned and solely controlled by such individual, must not exceed 5% of the Issued Shares, calculated as at the date any Security Based Compensation is granted or issued to the Participant; and
- (d) an aggregate number of Shares that are issuable pursuant to all Security Based Compensation granted or issued in any 12-month period to any one Consultant must not exceed 2% of the Issued Shares of the Issuer, calculated as at the date any Security Based Compensation is granted or issued to the Participant.

**4.5 Investor Relations Service Providers Limits.** This Plan, when combined with all of the Corporation's other previously established Security-Based Plans, shall not result at any time in:

- (a) the maximum aggregate number of Listed Shares of the Issuer that are issuable pursuant to all Stock Options granted in any 12-month period to all Investor Relations Service Providers in aggregate must not exceed 2% of the Issued Shares of the Corporation, calculated as at the date any Stock Option is granted to any such Investor Relations Service Provider;
- (b) Stock Options granted to any Investor Relations Service Provider must vest in stages over a period of not less than 12 months such that:
  - (i) no more than 1/4 of the Stock Options vest no sooner than three months after the Stock Options were granted;
  - (ii) no more than another 1/4 of the Stock Options vest no sooner than six months after the Stock Options were granted; (iii) no more than another 1/4 of the Stock Options vest no sooner than nine months after the Stock Options were granted; and
  - (iii) the remainder of the Stock Options vest no sooner than 12 months after the Stock Options were granted.
- (c) For avoidance of doubt, Investor Relations Service Providers are limited to grants of Stock Options and shall not participate in any other types of Security Based Compensation Awards.

**4.6 Outside Director Limit.** Subject to the other limits referenced in this section 4, this Plan, when combined with all of the Corporation's other previously established Security Based Compensation Plans, shall not result at any time in (i) a number of Shares issuable to all non- executive directors of the Corporation exceeding 1.5% of the issued and outstanding Shares at such time, or (ii) a number of Shares issuable to any one non-executive director pursuant to Awards granted within a one-year period exceeding an Award value of \$150,000 per such non-executive director; of which the Award value of any Options will not exceed \$100,000 and provided that Deferred Share Units granted in lieu of director fees payable on account of a director's service as a member of the Board shall be excluded for purposes of the above-noted limits.

**4.7 No Fractional Shares.** No fractional Shares shall be issued upon the exercise or settlement of any equity based security.

**4.8 Cashless Exercise and Net Exercise to Use gross Shares for Limit Calculations.** In the event of a Cashless or Net Exercise arrangement pursuant to Section 5.5 the number of Options exercised, surrendered or converted, and not the number of Shares actually issued by the Corporation must be included in calculating the limits set for in this section 4. That is to say, in calculating the participation limits in this section 4, the gross number of Shares underlying any Cashless or Net Exercise arrangement under Section 5.5 are to be used as having been issued, not any reduced or net number of Shares received by the Participant consequent upon the manner of exercise. For avoidance of doubt, Net Exercise procedures under Section 5.5 of this Plan are not available for Options held by Investor Relations Service Providers.

## **5. OPTIONS**

**5.1 Grant.** Options may be granted to Eligible Persons (including, for greater certainty, executive and non-executive directors of the Corporation) at such time or times as shall be determined by the Board by resolution. The Grant Date of an Option for purposes of the Plan will be the date on which the Option is awarded by the Board, or such later date determined by the Board, subject to applicable securities laws and regulatory requirements.

**5.2 Terms and Conditions of Options.** Options shall be evidenced by an Option Award Agreement, which shall specify such terms and conditions, not inconsistent with the Plan, as the Board shall determine, including:

- (a) the number of Shares to which the Options to be awarded to the Participant pertain;
- (b) the exercise price per Share subject to each Option (the "Option Price"), which shall in no event be lower than the greater of \$0.05 and Market Price on the Grant Date and subject always to the additional pricing rules contained in section 4.8 of TSXV Policy 4.4;
- (c) the Option's scheduled expiry date, which shall not exceed five (5) years from the Grant Date (provided that if no specific determination as to the scheduled expiry date is made by the Board, the scheduled expiry date shall be five (5) years from the Grant Date); and
- (d) such other terms and conditions, not inconsistent with the Plan, as the Board shall determine, including customary representations, warranties and covenants with respect to securities law matters.

For greater certainty, each Option Award Agreement may contain terms and conditions in addition to those set forth in the Plan provided that they do not provide additional benefits to the recipient and are not inconsistent with the requirements of this Plan and TSXV Policy 4.4 so long as the Corporation's Shares are listed thereon.

**5.3 Vesting.** Subject to Sections 4.4 and 13, unless otherwise determined by the Board in accordance with the provisions hereof, or unless otherwise specified in the Participant's Option Award Agreement, each Option shall vest as to one-quarter (25%) of the number of Shares granted by such Option on the date of grant and thereafter one-eighth (12.5%) each quarter after the Grant Date of such Option. vesting provisions applicable to Options granted to Investor Relations Service Providers may not be accelerated by the Board without prior written TSXV approval.

**5.4 Exercise of Option.** Options may be exercised only to the extent vested. Options may be exercised by the Participant by delivering to the Corporation a notice of exercise, in the form(s) as determined by the Corporation from time to time, or through the Administrative Agent if permitted by the Corporation, in each case, specifying the number of Shares with respect to which the Option is being exercised. Payment of the Option Price may be made in cash, by certified cheque made payable to the Corporation, by wire transfer of immediately available funds, or other instrument acceptable to the Board inclusive of the tax withholding requirements in Section 16.4.

**5.5 Cashless Exercise.** Subject to the provisions of this Plan (including, without limitation, Section 16.4 and, upon prior approval of the Board), once an Option has vested and become exercisable, an Optionee may elect to exercise such Option by either:

(a) excluding Options held by any Investor Relations Service Provider, a “net exercise” procedure in which the Corporation issues to the Optionee, Shares equal to the number determined by dividing (i) the product of the number of Options being exercised multiplied by the difference between the VWAP of the underlying Shares and the exercise price of the subject Options by (ii) the VWAP of the underlying Shares; or

(b) a broker assisted “cashless exercise” in which the Corporation delivers a copy of irrevocable instructions to a broker engaged for such purposes by the Corporation to sell the Common Shares otherwise deliverable upon the exercise of the Options and to deliver promptly to the Corporation an amount equal to the Exercise Price and all applicable required withholding obligations as determined by the Corporation against delivery of the Common Shares to settle the applicable trade.

(c) An Option may be exercised pursuant to this Section 5.5 from time to time by delivery to the Corporation, at its head office or such other place as may be specified by the Corporation of (i) written notice of exercise specifying that the Optionee has elected to effect such a cashless exercise of such Option, the method of cashless exercise, and the number of Options to be exercised and (ii) the payment of an amount for any tax withholding or remittance obligations of the Optionee or the Corporation arising under applicable law and verified by the Corporation to its satisfaction (or by entering into some other arrangement acceptable to the Corporation in its discretion, if any). The Participant shall comply with Section 16.4 of this Plan with regard to any applicable required withholding obligations and with such other procedures and policies as the Corporation may prescribe or determine to be necessary or advisable from time to time including prior written consent of the Board in connection with such exercise.

(d) In the event of a net exercise pursuant to Section 5.4 or a cashless exercise pursuant to Section 5.5, the number of Options exercised, surrendered or converted, and not the number of Shares actually issued by the Corporation, must be included in calculating the participation limits set forth in Section 4 this Plan and must in all other respects follow any related procedures and conditions imposed by the Company provided that, in either case, the Participant shall pay to the Corporation amounts necessary to satisfy applicable federal and provincial withholding tax and, if applicable, Canada Pension Plan and other statutory deduction requirements pursuant to Section 16.4 or shall otherwise make arrangements satisfactory to the Corporation for such requirements.

(e) No certificates for Shares so purchased will be issued to the Participant until the Participant and the Corporation have each completed all steps required by law to be taken in connection with the issuance and sale of the Shares. The delivery of certificates representing the Shares to be purchased pursuant to the exercise of an Option will be contingent upon receipt from the Participant by the Corporation or the Administrative Agent on behalf of the Corporation, as applicable, of the full purchase price for such Shares and the fulfillment of any other requirements contained in the Option Award Agreement or applicable provisions of laws. All certificates shall bear a required hold period TSXV legend.

**5.6 Termination of Option Due to Termination of Office or Employment or Engagement.** Unless otherwise determined by the Board, or unless otherwise provided in the Participant’s Option Award Agreement, if a Participant’s office or employment or engagement terminates in any of the following circumstances, subject to Sections 5.3, 13 and always within the requirements of TSXV Policy 4.4, Options shall be treated in the manner set forth below. In the event that a Participant’s Options terminate and are forfeited or expire as set forth below, no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise (including on account of severance, payment in lieu of notice or damages for wrongful dismissal), except as required to satisfy the Participant’s minimum entitlements under applicable employment standards legislation. The Plan may take away or limit a Participant’s common law or civil law rights, as applicable, to the Participant’s Options and any common law or civil law rights, as applicable, to damages as compensation for the loss, or continued vesting, of the Participant’s Options during any reasonable notice period.

Reason for Termination	Vesting	Expiry of Option
Death	Unvested Options automatically vest as of the date of death.	Vested Options expire on the earlier of the scheduled expiry date of the Option and one (1) year following the date of death.
Disability	Unvested Options as of the Date of Disability continue to vest in accordance with the terms of the Option	Vested Options expire on the scheduled expiry date of the Option.
Retirement and Early Retirement	<p>Unvested Options continue to vest in accordance with the terms of the Option, subject to compliance with any applicable non-compete and/or non-solicit provisions.</p> <p>Notwithstanding the foregoing, if a Participant's resignation constitutes an Early Retirement and the Participant commences employment (whether full-time, part-time or otherwise) with any Person or on his or her own behalf at any time on or following the Termination Date without having received prior written consent from the Corporation with respect to such employment, all unvested Options automatically terminate and shall be forfeited immediately on the applicable commencement date.</p>	<p>Vested Options expire on the scheduled expiry date of the Option.</p> <p>Notwithstanding the foregoing, if a Participant's resignation constitutes an Early Retirement and the Participant commences employment (whether full-time, part-time or otherwise) with any Person or on his or her own behalf at any time on or following the Termination Date without having received prior written consent from the Corporation with respect to such employment, all Vested Options expire on the earlier of the scheduled expiry date of the Option and three (3) months following the applicable commencement date.</p>
Resignation or loss of office or termination of employment	Unvested Options as of the Termination Date automatically terminate and shall be forfeited on the Termination Date.	Vested Options expire on the earlier of the scheduled expiry date of the Option and three (3) months following the Termination Date.
Termination without Cause – No Change in Control Involved	Unvested Options automatically terminate and shall be forfeited on the Termination Date.	Vested Options expire on the earlier of the scheduled expiry date of the Option and three (3) months following the Termination Date.
Termination for Cause	Options, whether vested or unvested as of the Termination Date, automatically terminate and shall be forfeited on the Termination Date.	

## 6. PERFORMANCE SHARE UNITS

**6.1 Grant.** Performance Share Units may be granted to Eligible Persons at such time or times as shall be determined by the Board by resolution. The Grant Date of a Performance Share Unit for purposes of the Plan will be the date on which the Performance Share Unit is awarded by the Board, or such later date determined by the Board, subject to applicable securities laws and TSXV Policy 4.4.

**6.2 Terms and Conditions of Performance Share Units.** Performance Share Units shall be evidenced by a PSU Award Agreement, which shall specify such terms and conditions, not inconsistent with the Plan, as the Board shall determine, including:

- (a) the number of Performance Share Units to be awarded to the Participant;
- (b) the performance cycle applicable to each Performance Share Unit, which shall be the period of time between the Grant Date and the date on which the performance criteria specified in Section 6.2(e) must be satisfied before the Performance Share Unit is fully vested and may be settled by the Participant, before being subject to forfeiture or termination, which period of time, for Canadian Taxpayers, shall in no case end later than November 30 of the calendar year which is three (3) years after the calendar year in which the Grant Date occurs;
- (c) the performance criteria, which may include criteria based on the Participant's personal performance and/or the performance of the Corporation and/or its subsidiaries, that shall be used to determine the vesting of the Performance Share Units;
- (d) whether and to what extent Dividend Equivalents will be credited to a Participant's PSU Account in accordance with Section 15; and
- (e) such other terms and conditions, not inconsistent with the Plan, as the Board shall determine, including customary representations, warranties and covenants with respect to securities law matters.

For greater certainty, each PSU Award Agreement may contain terms and conditions more stringent to a Participant than required by TSXV Policy 4.4, the Plan and, if applicable, the Appendix, provided that the terms and conditions of such PSU Award Agreement are not inconsistent with the Plan or the TSXV Exchange Corporate Finance Policies. No Shares will be issued on the Grant Date and the Corporation shall not be required to set aside a fund for the payment of any such Awards.

**6.3 PSU Accounts.** A separate notional account shall be maintained for each Participant with respect to Performance Share Units granted to such Participant (a "PSU Account") in accordance with Section 16.3. Performance Share Units awarded to the Participant from time to time pursuant to Section 6.1 shall be credited to the Participant's PSU Account and shall vest in accordance with Section 6.4. On the vesting of the Performance Share Units pursuant to Section 6.4 and the corresponding issuance of cash and/or Shares to the Participant pursuant to Section 6.5, or on the forfeiture or termination of the Performance Share Units pursuant to the terms of the Award, the Performance Share Units credited to the Participant's PSU Account will be cancelled.

**6.4 Vesting.** Subject to Section 13 and TSXV Policy 4.4, unless otherwise determined by the Board in accordance with the provisions hereof or for such acceleration as the Board may expressly permit for a Participant who dies or who ceases to be an eligible Participant under the Security Based Compensation Plan in connection with a change of control, take-over bid, reverse take-over or other similar transaction, or unless otherwise specified in the Participant's PSU Award Agreement, each Performance Share Unit shall vest as at the date that is the end of the performance cycle (which shall be the "PSU Vesting Date"), subject to any performance criteria having been satisfied provided that in no event shall the vesting occur sooner than one year from grant.

**6.5 Settlement.**

- (a) Unless otherwise set forth in the applicable PSU Award Agreement, the vested Performance Share Units shall be settled by the Corporation within thirty (30) days after the applicable PSU Vesting Date. On settlement, the Corporation shall, for each vested Performance Share Unit being settled, deliver to the Participant a cash payment equal to the Market Price of one Share as of the PSU Vesting Date, one Share, or any combination of cash and Shares so that the aggregate settlement amount for the aggregate number of PSUs is always equal to the Market Price of the same number of Share as PSUs awarded, at the PSU Vesting Date, such allocation of cash and/or Shares to be in the

sole discretion of the Board, subject to the Appendix (if applicable). No certificates for Shares issued in settlement will be issued to the Participant until the Participant and the Corporation have each completed all steps required by law to be taken in connection with the issuance of the Shares, including receipt from the Participant of payment or provision for all withholding taxes due as a result of the settlement of the Performance Share Units. The delivery of certificates representing the Shares to be issued in settlement of Performance Share Units will be contingent upon the fulfillment of any requirements contained in the PSU Award Agreement or applicable provisions of laws.

- (b) For greater certainty, for Canadian Taxpayers, in no event shall such settlement be later than December 31 of the calendar year which is three (3) years after the calendar year in which the Grant Date occurs.

**6.6 Termination of Performance Share Unit Due to Termination of Office, Employment or Engagement.**

Unless otherwise determined by the Board within the below limit, or unless otherwise provided in the Participant's PSU Award Agreement, if a Participant's employment or engagement terminates in any of the following circumstances, Performance Share Units shall be treated in the manner set forth below subject to section 6.4. In the event that a Participant's Performance Share Units terminate and/or are forfeited as set forth below, no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise (including on account of severance, payment in lieu of notice or damages for wrongful dismissal), except as required to satisfy the Participant's minimum entitlements under applicable employment standards legislation. The Plan may take away or limit a Participant's common law or civil law rights, as applicable, to the Participant's Performance Share Units and any common law or civil law rights, as applicable, to damages as compensation for the loss, or continued vesting, of the Participant's Performance Share Units during any reasonable notice period. The Board shall determine a reasonable period for expiry of a PSU Award after a Participant ceases to be an Eligible Person but such period shall in no event exceed 12 months from the date a Participant cease to be an Eligible Person.

Reason for Termination	Treatment of Performance Share Units
Death	Outstanding Performance Share Units that were vested on or before the date of death shall be settled in accordance with Section 6.5 as of the date of death.  Outstanding Performance Share Units that were not vested on or before the date of death shall vest and be settled in accordance with Section 6.5 as of the date of death, prorated to reflect the actual period between the commencement of the performance cycle and the date of death, based on the achievement of the performance criteria for the applicable performance period(s) up to the date of death.  Subject to the foregoing, any remaining Performance Share Units shall in all respects terminate as of the date of death.

Reason for Termination	Treatment of Performance Share Units
<p>Retirement and Early Retirement</p>	<p>Outstanding Performance Share Units that vested on or before the Termination Date shall be settled in accordance with Section 6.5 as of Termination Date.</p> <p>Outstanding Performance Share Units that were not vested on or before the Termination Date shall continue to vest and be settled in accordance with Section 6.5 in accordance their terms, based on the achievement of the performance criteria for the applicable performance period(s) and subject to compliance with any applicable non-compete and/or non-solicit provisions.</p> <p>Notwithstanding the foregoing, if a Participant’s resignation constitutes an Early Retirement and the Participant commences employment (whether full-time, part-time or otherwise) with any Person or on his or her own behalf at any time on or following the Termination Date without having received prior written consent from the Corporation with respect to such employment, all unvested Performance Share Units automatically terminate and shall be forfeited immediately on the applicable commencement date.</p> <p>Subject to the foregoing, any remaining Performance Share Units shall in all respects terminate as of the expiry date of the applicable performance period.</p>
<p>Disability</p>	<p>Outstanding Performance Share Units that were vested on or before the Date of Disability shall be settled in accordance with Section 6.5 as of the Date of Disability.</p> <p>Outstanding Performance Share Units that were not vested on or before the Date of Disability shall vest and be settled in accordance with Section 6.5 as of the Date of Disability, prorated to reflect the actual period between the commencement of the performance cycle and the Date of Disability, based on the achievement of the performance criteria for the applicable performance period(s) up to the Date of Disability.</p> <p>Subject to the foregoing, any remaining Performance Share Units shall in all respects terminate as of the Date of Disability.</p>
<p>Resignation or loss of office</p>	<p>Outstanding Performance Share Units that were vested on or before the Termination Date shall be settled in accordance with Section 6.5 as of the Termination Date and any outstanding unvested Performance Share Units on the Termination Date shall automatically terminate and be forfeited on the Termination Date.</p>
<p>Termination without Cause – No Change in Control Involved</p>	<p>Outstanding Performance Share Units that were vested on or before the Termination Date shall be settled in accordance with Section 6.5 as of the Termination Date.</p> <p>Outstanding Performance Share Units that would have vested on the next vesting date following the Termination Date, prorated to reflect the actual period between the commencement of the performance cycle and the Termination Date, based on the achievement of the performance criteria for the applicable performance period(s) up to the Termination Date, shall be settled in accordance with Section 6.5 as of such vesting date.</p> <p>Subject to the foregoing, any remaining Performance Share Units shall in all respects terminate as of the Termination Date.</p>
<p>Termination of the Participant for Cause</p>	<p>Outstanding Performance Share Units (whether vested or unvested) shall automatically terminate and be forfeited on the Termination Date.</p>

## 7. RESTRICTED SHARE UNITS

**7.1 Grant.** Restricted Share Units may be granted to Eligible Persons at such time or times as shall be determined by the Board by resolution. The Grant Date of a Restricted Share Unit for purposes of the Plan will be the date on which the Restricted Share Unit is awarded by the Board, or such later date determined by the Board, subject to applicable securities laws and TSXV Policy 4.4.

**7.2 Terms and Conditions of Restricted Share Units.** Restricted Share Units shall be evidenced by an RSU Award Agreement, which shall specify such terms and conditions, not inconsistent with the Plan, as the Board shall determine, including:

- (a) the number of Restricted Share Units to be awarded to the Participant;
- (b) the period of time between the Grant Date and the date on which the Restricted Share Unit is fully vested and may be settled by the Participant, before being subject to forfeiture or termination, which period of time, for Canadian Taxpayers, shall in no case be later than November 30 of the calendar year which is three (3) years after the calendar year in which the Grant Date occurs;
- (c) whether and to what extent Dividend Equivalents will be credited to a Participant's RSU Account in accordance with Section 15; and
- (d) such other terms and conditions, not inconsistent with the Plan, as the Board shall determine, including customary representations, warranties and covenants with respect to securities law matters.

For greater certainty, each RSU Award Agreement may contain terms and conditions more stringent to a Participant than required by TSXV Policy 4.4, the Plan and, if applicable, the Appendix, provided that the terms and conditions of such RSU Award Agreement are not inconsistent with the Plan or the TSXV Exchange Corporate Finance Policies. No Shares will be issued on the Grant Date and the Corporation shall not be required to set aside a fund for the payment of any such Awards.

**7.3 RSU Accounts.** A separate notional account shall be maintained for each Participant with respect to Restricted Share Units granted to such Participant (an "**RSU Account**") in accordance with Section 16.3. Restricted Share Units awarded to the Participant from time to time pursuant to Section 7.1 shall be credited to the Participant's RSU Account and shall vest in accordance with Section 7.4. On the vesting of the Restricted Share Units pursuant to Section 7.4 and the corresponding issuance of cash and/or Shares to the Participant pursuant to Section 7.5, or on the forfeiture or termination of the Restricted Share Units pursuant to the terms of the Award, the Restricted Share Units credited to the Participant's RSU Account will be cancelled.

**7.4 Vesting.** Subject to Section 13, unless otherwise determined by the Board in accordance with the provisions hereof or for such acceleration as the Board may expressly permit for a Participant who dies or who ceases to be an eligible Participant under the Security Based Compensation Plan in connection with a change of control, take-over bid, reverse take-over or other similar transaction, or unless otherwise specified in the Participant's RSU Award Agreement, each Restricted Share Unit shall vest when all applicable restrictions shall have lapsed (which shall be the "**RSU Vesting Date**"). Unless otherwise determined by the Board in accordance with the provisions hereof, or unless otherwise specified in the Participant's RSU Award Agreement, each Restricted Share Unit shall vest no later than November 30th following the third anniversary of the Grant Date and in no event shall the vesting occur sooner than one year from grant. The Board shall determine a reasonable period for expiry of a RSU Award after a Participant ceases to be an Eligible Person but such period shall in no event exceed 12 months from the date a Participant ceases to be an Eligible Person.

### 7.5 Settlement.

- (a) Unless otherwise set forth in the applicable RSU Award Agreement, the vested Restricted Share Units shall be settled by the Corporation within thirty (30) days after the applicable RSU Vesting Date. On

settlement, the Corporation shall, for each vested Restricted Share Unit being settled, deliver to the Participant a cash payment equal to the Market Price of one Share as of the RSU Vesting Date, one Share, or any combination of cash and Shares so that the aggregate settlement amount for the aggregate number of RSUs is always equal to the Market Price of the same number of Share as RSUs awarded, at the RSU Vesting Date, such allocation of cash and/or Shares to be in the sole discretion of the Board, subject to the Appendix (if applicable). No certificates for Shares issued in settlement will be issued to the Participant until the Participant and the Corporation have each completed all steps required by law to be taken in connection with the issuance of the Shares, including receipt from the Participant of payment or provision for all withholding taxes due as a result of the settlement of the Restricted Share Units. The delivery of certificates representing the Shares to be issued in settlement of Restricted Share Units will be contingent upon the fulfillment of any requirements contained in the RSU Award Agreement or applicable provisions of laws.

- (b) For greater certainty, for Canadian Taxpayers, in no event shall such settlement be later than December 31 of the calendar year which is three (3) years after the calendar year in which the Grant Date occurs.

**7.6 Termination of Restricted Share Unit Due to Termination of Employment or Engagement.** Unless otherwise determined by the Board with the below limits, or unless otherwise provided in the Participant’s RSU Award Agreement, if a Participant’s employment or engagement terminates in any of the following circumstances, Restricted Share Units shall be treated in the manner set forth below, subject to 7.4. In the event that a Participant’s Restricted Share Units terminate and/or are forfeited as set forth below, no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise (including on account of severance, payment in lieu of notice or damages for wrongful dismissal), except as required to satisfy the Participant’s minimum entitlements under applicable employment standards legislation. The Plan may take away or limit a Participant’s common or civil law rights, as applicable, to the Participant’s Restricted Share Units and any common or civil law rights, as applicable, to damages as compensation for the loss, or continued vesting, of the Participant’s Restricted Share Units during any reasonable noticeperiod. The Board shall determine a reasonable period for expiry of a RSU Award after a Participant ceases to be an Eligible Person but such period shall in no event exceed 12 months from the date a Participant cease to be an Eligible Person.

**7.7**

Reason for Termination	Treatment of Restricted Share Units
Death	<p>Outstanding Restricted Share Units that were vested on or before the date of death shall be settled in accordance with Section 7.5 as of the date of death.</p> <p>Outstanding Restricted Share Units that were not vested on or before the date of death shall vest and be settled in accordance with Section 7.5 as of the date of death, prorated to reflect the actual period between the Grant Date and the date of death.</p> <p>Subject to the foregoing, any remaining Restricted Share Units shall in all respects terminate as of the date of death.</p>
Retirement and Early Retirement	<p>Outstanding Restricted Share Units that were vested on or before the Termination Date shall be settled in accordance with Section 7.5 as of the Termination Date.</p> <p>Outstanding Restricted Share Units that were not vested on or before the Termination Date shall continue to vest and be settled in accordance with Section 7.5, subject to compliance with any applicable non-compete and/or non-solicit provisions, in accordance with their terms.</p> <p>Notwithstanding the foregoing, if a Participant’s resignation constitutes an Early Retirement and the Participant commences employment (whether full-time, part-time or otherwise) with any Person or on his or her own behalf at</p>

Reason for Termination	Treatment of Restricted Share Units
	any time on or following the Termination Date without having received prior written consent from the Corporation with respect to such employment, all unvested Restricted Share Units automatically terminate and shall be forfeited immediately on the applicable commencement date.
Disability	<p>Outstanding Restricted Share Units that were vested on or before the Date of Disability shall be settled in accordance with Section 7.5.</p> <p>Outstanding Restricted Share Units with a Grant Date after March 22, 2016 that were not vested on or before the Date of Disability shall vest and be settled in accordance with Section 7.5 as of the Date of Disability, prorated to reflect the actual period between the Grant Date and the Date of Disability.</p> <p>Subject to the foregoing, any remaining Restricted Share Units shall in all respects terminate as of the Date of Disability.</p>
Resignation or Loss of Office	Outstanding Restricted Share Units that were vested on or before the Termination Date shall be settled in accordance with Section 7.5 as of the Termination Date and any outstanding unvested Restricted Share Units on the Termination Date shall automatically terminate and be forfeited on the Termination Date.
Termination without Cause - No Change in Control Involved	<p>Outstanding Restricted Share Units that were vested on or before the Termination Date shall be settled in accordance with Section 7.5 as of the Termination Date.</p> <p>Outstanding unvested Restricted Share Units that would have vested on the next vesting date following the Termination Date, shall vest and be settled in accordance with Section 7.5 as of such vesting date, prorated to reflect the actual period between the Grant Date and the Termination Date.</p> <p>Subject to the foregoing, any remaining unvested Restricted Share Units shall in all respects terminate and be forfeited as of the Termination Date.</p>
Termination of the Participant for Cause	Outstanding Restricted Share Units (whether vested or unvested) shall automatically terminate and be forfeited on the Termination Date.

## 8. DEFERRED SHARE UNITS

### 8.1 Grant.

- (a) Discretionary Deferred Share Units. Deferred Share Units may be granted to Eligible Persons at such time or times as shall be determined by the Board by resolution. The Grant Date of a Deferred Share Unit for purposes of the Plan will be the date on which the Deferred Share Unit is awarded by the Board, or such later date determined by the Board, subject to applicable securities laws and regulatory requirements.
- (b) Mandatory or Elective Deferred Share Units. In addition to the foregoing, on fixed dates established by the Board and subject to such terms and conditions and other procedures as the Board shall determine, the Board may require a non-executive director of the Corporation or any subsidiary of the Corporation to defer, or may permit such Person to elect to defer, receipt of all or a portion of his or her annual directors' retainer, committee chairperson retainer and committee members retainer, payable on account of his or her services as a member of the Board (which amount shall not include Board or committee meeting fees or special remuneration for ad hoc services rendered to the Board) (the "**Deferred Annual Amount**"), and receive in lieu thereof an Award of Deferred Share Units equal to the greatest whole number which may be obtained by dividing (i) the amount of the Deferred Annual Amount, by (ii) the Market Price (which shall be not less than the Market

Price for an Option under section 5.2(b)) of one Share as of the date on which the Deferred Annual Amount would otherwise have been paid. For elective Deferred Share Units, the form of election shall be in such form(s) as determined by the Corporation from time to time.

**8.2 Terms and Conditions of Deferred Share Units.** Deferred Share Units shall be evidenced by a DSU Award Agreement, which shall specify such terms and conditions, not inconsistent with the Plan, as the Board shall determine, including:

- (a) the number of Deferred Share Units to be awarded to the Participant;
- (b) for Deferred Share Units awarded under Section 8.1(a):
  - (i) the period of time between the Grant Date and the date on which the Deferred Share Unit is fully vested and may be settled by the Participant, before being subject to forfeiture or termination, subject to Section 8.5(b) for Canadian Taxpayers;
  - (ii) any performance criteria, which may include criteria based on the Participant's personal performance and/or the financial performance of the Corporation and/or its subsidiaries, that may be used to determine the vesting of the Deferred Share Units (if applicable); and
  - (iii) such other terms and conditions, not inconsistent with the Plan, as the Board shall determine, including customary representations, warranties and covenants with respect to securities law matters;
- (c) in the case of Deferred Share Units awarded to a Canadian Taxpayer, such terms and conditions as may be necessary to meet the requirements of paragraph 6801(d) of the Regulations under the *Income Tax Act* (Canada); and
- (d) in the case of Deferred Share Units awarded to a US Taxpayer, such terms and conditions as may be necessary to meet the requirements of US Code Section 409A (as defined in the Appendix).

For greater certainty, each DSU Award Agreement may contain terms and conditions more stringent to a Participant than required by TSXV Policy 4.4, the Plan and, if applicable, the Appendix, provided that the terms and conditions of such DSU Award Agreement are not inconsistent with the Plan or the TSXV Exchange Corporate Finance Policies. No Shares will be issued on the Grant Date and the Corporation shall not be required to set aside a fund for the payment of any such Awards..

**8.3 DSU Accounts.** A separate notional account shall be maintained for each Participant with respect to Deferred Share Units granted to such Participant (a "**DSU Account**") in accordance with Section 16.3. Deferred Share Units awarded to the Participant from time to time pursuant to Section 8.1 shall be credited to the Participant's DSU Account and shall vest in accordance with Section 8.4. On the vesting of the Deferred Share Units pursuant to Section 8.4 and the corresponding issuance of cash and/or Shares to the Participant pursuant to Section 8.5, or on the forfeiture and termination of the Deferred Share Units pursuant to the terms of the Award, the Deferred Share Units credited to the Participant's DSU Account will be cancelled.

**8.4 Vesting.** Subject to Section 13, unless otherwise determined by the Board in accordance with the provisions hereof or for such acceleration as the Board may expressly permit for a Participant who dies or who ceases to be an eligible Participant under the Security Based Compensation Plan in connection with a change of control, take-over bid, reverse take-over or other similar transaction, or unless otherwise specified in the Participant's DSU Award Agreement, provided that in no event shall the vesting occur sooner than one year from grant:

- (a) each Deferred Share Unit awarded under Section 8.1(a) shall vest in accordance with the DSU Award Agreement; and

- (b) each Deferred Share Unit awarded under Section 8.1(b) shall immediately vest at the time it is credited to the Participant's DSU Account.

**8.5 Settlement.**

- (a) The Deferred Share Units may be settled by delivery by the Participant to the Corporation of a notice of settlement, substantially in the form(s) as determined by the Corporation from time to time, acknowledged by the Corporation. The notice of settlement must be delivered to the Corporation by no later than December 15 of the first calendar year in which the DSU Separation Date occurs. In the event that a Participant fails to deliver a proper notice of settlement to the Corporation by December 14 of the first calendar year in which the DSU Separation Date occurs in respect of any outstanding Deferred Share Units, all such Deferred Share Units shall automatically be settled on December 15 of the first calendar year in which the DSU Separation Date occurs, which date shall be deemed to be the Redemption Date for such Deferred Share Units. On settlement, the Corporation shall, for each such vested Deferred Share Unit, deliver to the Participant a cash payment equal to the Market Price of one Share as of the Redemption Date, one Share, or any combination of cash and Shares so that the aggregate settlement amount for the aggregate number of Deferred Share Units is always equal to the Market Price of the same number of Share as Deferred Share Units awarded, at the Redemption Date, such allocation of cash and/or Shares to be in the sole discretion of the Board, subject to the Appendix (if applicable). No certificates for Shares issued in settlement will be issued to the Participant until the Participant and the Corporation have each completed all steps required by law to be taken in connection with the issuance of the Shares, including receipt from the Participant of payment or provision for all withholding taxes due as a result of the settlement of the Deferred Share Units. On cash settlement, the Corporation shall withhold from any payment otherwise payable to such Participant any amounts required by any taxing authority to be withheld for taxes of any kind. The delivery of certificates representing the Shares to be issued in settlement of Deferred Share Units or any cash settlements will be contingent upon the fulfillment of any requirements contained in the DSU Award Agreement or applicable provisions of laws.
- (b) Notwithstanding the foregoing, all settlements of Deferred Share Units granted to a Participant who is a Canadian Taxpayer shall take place by December 31 of the calendar year that includes such DSU Separation Date.

**8.6 Termination of Deferred Share Unit Due to Termination of Engagement.** Unless otherwise determined by the Board with the below limits, or unless otherwise provided in the Participant's DSU Award Agreement, if a Participant's engagement terminates in any of the following circumstances, Deferred Share Units shall, subject to Sections 8.4 and 8.7, be treated in the manner set forth below:

<b>Reason for Termination</b>	<b>Treatment of Deferred Share Units</b>
Death Resignation Termination without Cause – No Change in Control Involved	Outstanding Deferred Share Units that were vested on or before the DSU Separation Date, as applicable, shall be settled in accordance with Section 8.5.  Subject to the foregoing, any remaining unvested Deferred Share Units shall automatically terminate and be forfeited on the DSU Separation Date.
Termination of the Participant for Cause or Loss of Office	Outstanding Deferred Share Units (whether vested or unvested) shall automatically terminate and be forfeited on the DSU Separation Date.

**8.7** The Board shall determine a reasonable period for expiry of a DSU Award after a Participant ceases to be an Eligible Person but such period shall in no event exceed 12 months from the date a Participant cease to be an Eligible Person.

## 9. SHARE PURCHASE COMMITMENTS (“SPCs”)

**9.1 Eligibility.** Any Eligible Person as of the first day of a Purchase Period may become a Participant in an SPC upon enrolment in accordance with Section 9.2. The Board shall estimate the number of SPCs which any eligible Participant may purchase which shall be within the individual and aggregate limits herein prescribed. Such estimate shall be updated each quarter as SPCs are converted to Shares. Each Eligible Person who ceases to be a Participant and who later becomes a Participant shall be treated as a new Participant for eligibility purposes under the SPC. The Corporation shall maintain an account for each Participant containing all the information required by section 9.5 and Appendix 2 (the “**SPC Account**”).

**9.2 Enrolment.** To enroll in a SPC, an Eligible Person shall execute and deliver to the Benefits Representative a payroll deduction authorization form, substantially in the form of Appendix 2 - Payroll Deduction Authorization Form or such other form(s) as prescribed by the Corporation or the Benefits Representative from time to time. Such authorization must specify the Participant’s Payroll Deduction Rate selected by the Eligible Person and such other information as is required by the Benefits Representative. Upon receipt by the Benefits Representative, the payroll deduction authorization form shall authorize the Corporation or subsidiary (as applicable) to deduct from the Participant’s Base Salary and credit to the Participant’s SPC Account the Participant’s Contribution authorized by such form.

### 9.3 Participant’s Contributions.

- (a) Participant’s Contributions by Payroll Deductions. Beginning on the first day of the payroll period in the Purchase Period that next commences after the Participant has delivered his or her payroll deduction authorization form in accordance with Section 9.2, the Corporation or subsidiary (as applicable) shall deduct the Participant’s Payroll Deduction Rate from each payment of the Participant’s Base Salary and shall credit such amount to the Participant’s SPC Account. The Corporation shall have no obligation to pay interest on the Participant’s Contributions or to hold such amounts in a trust or in any segregated account.
- (b) No Other Participant’s Contributions Permitted. A Participant may not make any separate cash payment other than the Participant’s Contributions into the Participant’s SPC Account.
- (c) Continuing Effect of Payroll Deduction Authorization. The deduction and crediting of a Participant’s Contributions for a Participant will start on the first day of the payroll period in the Purchase Period that next commences after the Participant has delivered his or her payroll deduction authorization form in accordance with Section 9.2, and shall continue until the first day of the payroll period in the Purchase Period that next commences after the date on which the Participant (i) elects to increase, decrease, suspend, terminate or resume such deductions and credits pursuant to Section (d), or (ii) ceases to qualify as an Eligible Person, and, in each case, subject to Section 9.9.
- (d) Changes in Participant’s Contributions. A Participant may increase, decrease, suspend, terminate or resume his or her Participant’s Contributions under the SPC by giving written notice to the Benefits Representative at such time and in such form as the Corporation or Benefits Representative may prescribe from time to time. Such increase, decrease, suspension, termination or resumption will be effective as of the first day of the payroll period in the Purchase Period that next follows receipt by the Benefits Representative of the Participant’s written notice or such other later date as is administratively practicable. A Participant shall be entitled to increase, decrease, suspend, terminate or resume his or her Participant’s Contributions no more than two times per calendar year, or three times per calendar year for employees returning from a leave of absence.
- (e) Blackout Periods. Notwithstanding any other provision of the SPC, if a Blackout Period is in effect, an Eligible Person subject to the Blackout Period may not enroll in the SPC until after the end of the Blackout Period, and (ii) a Participant subject to the Blackout Period may not increase, decrease, suspend, terminate or resume his or her Participant’s Contributions until after the end of the Blackout Period.

**9.4 Employer's Contributions.** Each Employer's Contribution shall be credited to each Participant's SPC Account at the same time as the Participant's Contribution to which the Employer's Contribution relates.

**9.5 SPC Accounts.** Each SPC Accounts shall be a separate account shall be maintained for each Participant with respect to the Participant's Contributions, the Employer's Contributions and SPC Shares being purchased by the Participant. SPC Shares awarded to the Participant from time to time pursuant to Section 9 shall be credited to the Participant's SPC Account and are required to be held by the Participant in that account in accordance with Section 9.7. On the forfeiture or termination of the SPC Shares pursuant to the terms of the SPC, the SPC Shares credited to the Participant's SPC Account will be cancelled and, subject to minimum requirements of applicable employment standards legislation, no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise, including on account of severance, payment in lieu of notice or damages for wrongful dismissal. Interest shall not accrue on cash held in the SPC Account. SPC Accounts may be maintained at banks or registered securities dealers in the Corporation's name in trust for each Participant.

**9.6 Purchase of SPC Shares.**

- (a) Purchase of SPC Shares on Purchase Date. On the Purchase Date, the Administrative Agent shall aggregate the Participant's Contributions, Employer's Contributions and shall use such amounts to acquire SPC Shares for such Participant by way of a Treasury Purchase or a Market Purchase in accordance with this Section 9.6, provided that, in no event shall the number of SPC Shares acquired by any one Participant in any calendar year exceed thirty thousand (30,000)(subject to the limits set forth in Section 4 of the Plan.).
- (b) Source of SPC Shares. SPC Shares acquired by the Administrative Agent under the SPC will, at the sole option of the Corporation, either be Shares issued from the treasury of the Corporation (a "Treasury Purchase") or Shares acquired on the open market through the facilities of the TSXV, or, if the Shares are not listed on the TSXV, on such other principal stock exchange or over-the-counter market on which the Shares are listed or quoted, as the case may be (in each instance, a "Market Purchase").
- (c) Price of Market Purchase Shares. The price of Shares acquired through a Market Purchase will be 100% of the average purchase price of the Shares purchased by the Administrative Agent on behalf of the Participants through the facilities of the TSXV, or, if the Shares are not listed on the TSXV, on such other principal stock exchange or over-the-counter market on which the Shares are listed or quoted, as the case may be, on the date that such Shares were acquired by the Administrative Agent pursuant to a Market Purchase. Neither the Corporation nor the Benefits Representative will exercise any direct or indirect control over the price paid for Shares acquired under the SPC. The Administrative Agent will control the time, amount and manner of the purchases of any Shares acquired through a Market Purchase.
- (d) Price of Treasury Purchase Shares. The price of Shares acquired through a Treasury Purchase will be a price per Share equal to 100% of the Market Price on the date such Shares are issued.
- (e) Fractional Shares. No fractional Shares shall be awarded under the SPC. All fractions will be rounded up to the nearest whole Share.
- (f) Direct Registration System. Participants' SPC Shares shall be registered with the transfer agent's direct registration system, without having a physical security certificate issued as evidence of ownership.
- (g) Fees and Commissions. The Corporation shall be responsible for all fees and commissions in relation to a purchase of SPC Shares pursuant to the SPC.

**9.7 Holding Period.** SPC Shares purchased with Employer's Contributions, may be sold or withdrawn from the Participant's SPC Account following a six (6) month period commencing on the date such Shares are acquired (the

“**Holding Period**”) and if for any reason withdrawn from the account within four (4) months shall bear the required TSXV legend.. For greater certainty, SPC Shares purchased with Participant’s Contributions, may be sold or withdrawn from the Participant’s SPC Account anytime following four (4) months from the date such Shares are acquired in accordance with the terms of the SPC.

**9.8 Sales and Withdrawals.** Sales and Withdrawals of SPC Shares from SPC Account.

- (a) Shares. Subject to compliance with applicable laws, any restrictions as may be prescribed by the Board and communicated to the Participant at least concurrently with execution of Appendix 2, and the Holding Period, Participants are entitled to sell or withdraw some or all SPC Shares held in their SPC Account twice per calendar year (and entirely to the extent paid for, immediately before a Change in Control).
- (b) Sale/Withdrawal Requests. SPC Shares may be sold or withdrawn by the Participant by delivering to the Administrative Agent a notice of sale or withdrawal, in the form and in the manner required by the Administrative Agent from time to time, specifying the number of SPC Shares with respect to which the notice of sale or withdrawal is being delivered. If the participant requests a sale, such SPC Shares will be sold on the TSXV, or, if the Shares are not listed on the TSXV, on such other principal stock exchange or over-the-counter market on which the Shares are listed or quoted, as the case may be, as soon as is administratively practical after receipt of the request. The sale price for such SPC Shares shall be more-or-less the prevailing market price of the Shares at the time of such sale and no minimum price guarantee shall be provided to any Participant.
- (c) Administrative Fees and Commissions. Participants shall be responsible for all fees and commissions in relation to the sale or withdrawal of their SPC Shares, whether the sale or withdrawal was carried out by the Participant or by the Corporation or the Administrative Agent upon the Participant’s request.
- (d) Compliance with TSXV Normal Course Issuer Bid Requirements. In addition to the requirements of section 4.14 of TSXV Policy 4.4, the Corporation shall engage an Administrative Agent to make the SPC purchases on the market on behalf of the Participants, and, if such Administrative Agent is non-independent, then the SPCs will count towards the limits on purchases of the Corporation’s securities in the context of a Normal Course Issuer Bid. If the Corporation does not have a Normal Course Issuer Bid in progress, securities purchased for the benefit of this Plan by any non-independent Administrative Agent will be subject to Parts 8 and 9 of TSXV Policy 5.6. In addition, in such instance, the purchases made by the non-independent Administrative Agents will be subject to the limits prescribed by the definition of “Normal Course Issuer Bid” in TSXV Policy 5.6, and counted against such limits if the Corporation subsequently establishes a Normal Course Issuer Bid.

**9.9 Termination of Employment or Office.** Unless otherwise determined by the Board, if a Participant’s employment terminates in any of the following circumstances, then notwithstanding the Holding Period in Section 9.7, SPC Shares and any accumulated cash in the Participant’s SPC Account shall be treated in the manner set forth below (and provided that any personal representative of estate shall be subject to any remaining hold period):

Reason for Termination	Treatment of SPC Shares
Death	The Participant’s Personal Representative may elect to withdraw or sell all the SPC Shares credited to the Participant’s SPC Account as of the date of death, by making an election in the form and in the manner prescribed by the Administrative Agent from time to time. In the event that no such written notice of election is received by the Administrative Agent within 30 days of the Participant’s date of death, the Participant’s Personal Representative (or such other designated person) will automatically be deemed to have elected to sell the balance of SPC Shares in accordance with Section 9.8(b) as of the 31 <sup>st</sup> day following the date of death.

Reason for Termination	Treatment of SPC Shares
	Thereafter, any accumulated cash credited to the Participant's SPC Account as of the date of death will be delivered to, or on behalf of, the Participant as soon as administratively practicable
Termination for any reason other than death, including a Termination for Cause, Termination without Cause, Retirement, Resignation or Loss of Office	The Participant may elect to withdraw or sell all the SPC Shares credited to the Participant's SPC Account as of the Termination Date, by making an election in the form and in the manner prescribed by the Administrative Agent from time to time. In the event that no such written notice of election is received by the Administrative Agent within 30 days of the Termination Date, the Participant will automatically be deemed to have elected to sell the balance of the SPC Shares in accordance with Section 9.8(b) as of the 31 <sup>st</sup> day following the Termination Date. Thereafter, any accumulated cash credited to the Participant's SPC Account as of the Termination Date will be delivered to, or on behalf of, the Participant as soon as administratively practicable.

## 10. NON-ASSIGNABILITY AND NON-TRANSFERABILITY OF AWARDS AND SPCs

Each Award and SPC is personal to the Participant and may not be assigned, transferred, charged, pledged or otherwise alienated, other than to a Participant's Personal Representatives.

## 11. ADJUSTMENTS

**11.1** The number and kind of securities to which an Award or SPC pertains and, with respect to Options, the Option Price, shall be adjusted in the event of a reorganization, recapitalization, stock split or redivision, reduction, combination or consolidation, stock dividend, combination of shares, merger, consolidation, rights offering or any other change in the corporate structure or shares of the Corporation, in such manner, if any, and at such time, as the Board, in its sole discretion, may determine to be equitable in the circumstances. Failure of the Board to provide for an adjustment shall be conclusive evidence that the Board has determined that it is equitable to make no adjustment in the circumstances. If an adjustment results in a fractional share, the fraction shall be disregarded and no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise.

**11.2** If at any time the Corporation grants to its shareholders the right to subscribe for and purchase pro rata additional securities of any other corporation or entity, there shall be no adjustments made to the Shares or other securities subject to an Award in consequence thereof and the Awards shall remain unaffected. Shares credited to a SPC Account shall be entitled to participate in the subscription right notwithstanding they have not been withdrawn from the SPC Account.

**11.3** The adjustments provided for in this Section 11 shall be cumulative.

**11.4** On the happening of each and every of the foregoing events, the applicable provisions of the Plan shall be deemed to be amended accordingly and the Board shall take all necessary action so as to make all necessary adjustments in the number and kind of securities subject to any outstanding Award (and the Plan) and, with respect to Options, the Option Price.

**11.5** For greater clarity, any adjustment, and in accordance with TSXV Policy 4.7 (d), any adjustment, other than in connection with a security consolidation or security split, to Security Based Compensation granted or issued under the Plan must be subject to the prior acceptance of the TSXV, including adjustments related to an amalgamation, merger, arrangement, reorganization, spin-off, dividend or recapitalization.

## 12. PRIORITY OF AGREEMENTS

**12.1 Priority of Agreements.** In the event of any inconsistency or conflict between the provisions of a Participant's Award Agreement and the Plan, the provisions of the Plan shall prevail with respect to such Participant.

**12.2 Vesting and Termination Provisions in Service Agreements.** All Participant's employment or service agreements must contain provisions respecting the vesting of the dates upon which any or all outstanding Awards shall be exercisable or settled, in accordance with this Plan and TSXV Policy 4.4.

## 13. CHANGE IN CONTROL - TREATMENT OF AWARDS AND SPCs

**13.1 Change in Control.** Unless made more stringent to a Participant in the Participant's service or employment agreement or Award Agreement, and provided such agreement is not inconsistent with TSXV Policy 4.4, then subject to TSXV prior approval, a Change in Control shall have occurred and at least one of the two additional circumstances described below occurs, then there shall be immediate vesting of each outstanding Award (with outstanding Performance Share Units vesting based on the achievement of the performance criteria for the applicable performance period(s) up to the effective date of the Change in Control), which may be exercised and settled, in whole or in part, even if such Award is not otherwise exercisable or vested by its terms:

- (a) upon a Change in Control, if the surviving corporation (or any affiliate thereof) or the potential successor (or any affiliate thereto) fails to continue or assume the obligations with respect to each Award or fails to provide for the conversion or replacement of each Award with an equivalent award that satisfies the criteria set forth in Section 13.1(b)(i) or Section 13.1(b)(ii); or
- (b) in the event that the Awards were continued, assumed, converted or replaced as contemplated in Section 13.1(b)(i), during the two-year period following the effective date of a Change in Control, the Participant is terminated by the Corporation without cause or the Participant resigns for good reason, and for purposes of Section 13.1:
  - (i) the obligations with respect to each Participant shall be considered to have been continued or assumed by the surviving corporation (or any affiliate thereto) or the potential successor (or any affiliate thereto), if each of the following conditions are met, which determination shall be made solely in the discretionary judgment of the Board, which determination may be made in advance of the effective date of a particular Change in Control and shall be final and binding:
    - (A) the Shares remain publicly held and widely traded on an established stock exchange; and
    - (B) the terms of the Plan and each Award are not materially adversely altered or impaired without the consent of the Participant;
  - (ii) the obligations with respect to each Award shall be considered to have been converted or replaced with an equivalent award by the surviving corporation (or any affiliate thereto) or the potential successor (or any affiliate thereto), if each of the following conditions is met, which determination shall be made solely in the discretionary judgment of the Board, which determination may be made in advance of the effective date of a particular Change in Control and shall be final and binding:
    - (A) to the extent applicable, each Award is converted or replaced with a replacement award in a manner that qualifies under subsection 7(1.4) of the *Income Tax Act* (Canada) in the case of a Participant that is a Canadian Taxpayer or that complies with US Code Section 409A in the case of a Participant that is a US Taxpayer on all or any portion of the benefit arising in connection with the grant, exercise and/or other disposition of such Award;

- (B) the converted or replaced award preserves the existing value of each underlying Award being replaced, contains provisions for scheduled vesting and treatment on termination of employment (including with respect to termination for cause) that are no less favourable to the Participant than the underlying Award being replaced, and all other terms of the converted award or replacement award (but other than the security and number of shares represented by the continued award or replacement award) are substantially similar to the underlying Award being converted or replaced; and
  - (C) the security represented by the converted or replaced Award is of a class that is publicly held and widely traded on an established stock exchange.
- (iii) each SPC will be deemed to have terminated and any Shares credited to the Participant in the SPC Account shall be forthwith released to the Participant on the earlier of the time immediately before the Change of Control, if the Change of Control, was foreseeable, and immediately after if it was not. Subject to TSXV approval, any applicable hold period obligation pertaining to such Shares shall be deemed waived by the Corporation.

**13.2 Vesting Requirements on Change of Control.** Notwithstanding anything in this Plan:

- (a) no Award issued pursuant to the Plan, other than Options and SPC Shares, may vest before the date that is one year following the date it is granted or issued; provided, however, that, the Plan permits the vesting may be accelerated for a Participant who dies or who ceases to be an eligible Participant under the Plan in connection with a Change in Control, take-over bid, RTO (as defined in the policies of the TSXV) or other similar transaction; and
- (b) vesting requirements applicable to Options grants to an Investor Relations Service Provider cannot be accelerated without the prior written approval of the TSXV.

**13.3 Change in Control.** Subject to Sections 13.1 and 13.2, in the event of a Change in Control, the Board shall have the right, but not the obligation, and without the consent of any Participant, to permit each Participant, within a specified period of time prior to the completion of the Change in Control as determined by the Board, to exercise all of the Participant's outstanding Options (to the extent vested and exercisable, including in accordance with the Award Agreement) and to settle all of the Participant's outstanding Performance Share Units, Restricted Share Units and Deferred Share Units (to the extent vested, including in accordance with the Award Agreement) but, in each case, subject to and conditional upon the completion of the Change in Control, subject to TSXV prior approval.

**13.4 Termination of Awards on Change in Control.** Subject to and conditional upon completion of the Change in Control event, the Plan and all outstanding Awards, vested and unvested, shall be deemed to be terminated, without further act or formality, except to the extent required under Sections 13.1 and 17.2, if applicable.

**13.5 Further Assurances on Change in Control.** The Participant shall execute such documents and instruments and take such other actions, including exercise or settlement of Awards vesting pursuant to Section 13.2 or the Award Agreement, as may be required consistent with the foregoing; provided, however, that the exercise or settlement of Awards vesting pursuant to Section 13.2 or the Award Agreement shall be subject to the completion of the Change in Control event.

**13.6 Awards Need Not be Treated Identically.** In taking any of the actions contemplated by this Section 13, the Board shall not be obligated to treat all Awards held by any Participant, or all Awards in general, identically.

**13.7 Canadian Taxpayer.** In the case of a Deferred Share Unit held by a Participant that is a Canadian Taxpayer, and subject to any further limitations provided in any Award Agreement, (i) no settlement shall be made to the Participant under this Section 13 prior to the Participant's DSU Separation Date; and (ii) all settlements to such Participant under this Section 13 shall be made by December 31 of the calendar year that includes such DSU Separation Date.

**13.8 US Taxpayer.** Notwithstanding anything herein to the contrary, any termination and/or accelerated vesting, exercise, payment or settlement of any Award held by a Participant that is a US Taxpayer (as defined in the Appendix) in connection with a Change in Control shall be made in accordance with, and to the extent permitted by, US Code Section 409A (as defined in the Appendix), to the extent applicable.

#### **14. AMENDMENT, SUSPENSION OR TERMINATION OF PLAN AND AWARDS**

**14.1 Discretion to Amend SPCs and Awards.** The Board may amend this Plan and any Awards or SPCs made pursuant to it at any time, provided, however, that no such amendment may materially and adversely affect any Award or SPC previously granted to a Participant without the consent of the Participant, nor grant any additional benefit to the Participant, except to the extent required by applicable law (including TSXV requirements or other relevant stock exchange requirements). Any amendment under this Section shall be subject to TSXV, or, if the Shares are not listed on the TSXV, on such other principal stock exchange or over-the-counter market on which the Shares are listed or quoted, as the case may be, approval where required by its policies. Without limiting the generality of the foregoing, the Board may make the following types of amendments to this Plan or any Awards without obtaining approval of the shareholders of the Corporation:

- (a) amendments of a “housekeeping” or administrative nature, including any amendment for the purpose of curing any ambiguity, typographical or like error or omission in this Plan or to correct or supplement any provision of this Plan that conflicts with any other provision of this Plan;
- (b) amendments necessary to comply with the provisions of applicable law or the rules, regulations and policies of the TSXV or other such relevant exchange, as they are amended from time to time;
- (c) amendments necessary for Awards or SPCs to qualify for favourable treatment under applicable tax laws; and
- (d) amendments necessary to suspend or terminate this Plan.

**14.2 Amendments Requiring Shareholder Approval.** Notwithstanding Section 14.1, amendments to the Plan or Awards to:

- (a) with respect to Options, reduce the Option Price, or cancel and reissue any Options so as to in effect reduce the Option Price;
- (b) extend (i) the term of an Option beyond its original expiry date, or (ii) the date on which a Performance Share Unit, Restricted Share Unit or Deferred Share Unit will be forfeited or terminated in accordance with its terms, other than in accordance with Section 17.3;
- (c) increase the fixed maximum percentage of Shares reserved for issuance under the Plan beyond 10% or an increase in category of DSU, PSU, DSU or SPC beyond 2% of the issued and outstanding Shares at the time of grant;
- (d) remove or to exceed the insider participation limits set out in Section 4.4 or the non-executive director limit set out in Section 4.5;
- (e) any change to the Corporation’s contribution to an SPC or increase in the number of shares allowed to be purchased by a Participant within a 12 month period ;
- (f) any change in the definition of Market Price; or
- (g) delete or reduce the range of amendments which require approval by the shareholders of the Corporation under this Section 14.2,

shall not be made without obtaining approval of the shareholders of the Corporation and the TSXV.

**14.3 Amendments to Insider Awards and SPCs Require Disinterested Shareholder Approval.** Where an Award or SPC granted to a Person who is at the time an Insider is proposed to be amended including amount, extensions and/or changes to the exercise price), it is a precondition to such amendment that both TSXV approval and Disinterested Shareholders' Approval be first obtained.

**14.4 Amendment, Suspension or Discontinuance.** No amendment, suspension or discontinuance of the Plan or of any Award may contravene the requirements of the TSXV Policy 4.4 or any securities commission or other regulatory body to which the Plan or the Corporation is now or may hereafter be subject. Termination of the Plan shall not affect the ability of the Board to exercise the powers granted to it hereunder with respect to Awards granted under the Plan prior to the date of such termination provided any required TSXV or shareholders' approval has already been obtained.

**14.5 Tax Provisions.** Notwithstanding the foregoing:

- (a) no amendment to the Plan shall cause the Plan or Performance Share Units, Restricted Share Units or Deferred Share Units or SPC granted to a Canadian Taxpayer hereunder to be made without the consent of such Canadian Taxpayer if the result of such amendment would be to cause the Performance Share Units, Restricted Share Units or Deferred Share Units to be a "salary deferral arrangement" under the *Income Tax Act* (Canada); and
- (b) no amendment to the Plan shall cause the Plan with respect to Deferred Share Units granted to a Canadian Taxpayer hereunder to cease to meet the conditions of paragraph 6801(d) of the Regulations under the *Income Tax Act* (Canada) without the consent of such Canadian Taxpayer.

## 15. DIVIDEND EQUIVALENTS

The Board may determine whether and to what extent it is equitable that Dividend Equivalents should be credited to a Participant's PSU Account, RSU Account, DSU Account with respect to Awards of Performance Share Units, Restricted Share Units or Deferred Share Units. Dividend Equivalents to be credited to a Participant's PSU Account, RSU Account or DSU Account and if deemed equitable shall be credited as follows:

- (a) any cash dividends or distributions credited to the Participant's PSU Account, RSU Account or DSU Account or SPC Account shall be deemed to have been invested in additional Performance Share Units, Restricted Share Units, Deferred Share Units, on the payment date established for the related dividend or distribution in an amount equal computed by dividing (s) the dividends that would have been paid to such Participant if each Unit in the Participant's account on the relevant dividend date record date had been one (1) Share, by the Market price of one share determined as of the date of payment of such dividend.; and
- (b) if any such dividends or distributions are paid in Shares or other securities, such Shares and other securities shall be subject to the same vesting, performance and other restrictions as apply to the Performance Share Units, Restricted Share Units, Deferred Share Unit, or SPC as applicable, with respect to which they were paid.

No Dividend Equivalent will be credited to or paid on Awards of Performance Share Units, Restricted Share Units, Deferred Share Units that have expired or that have been forfeited or terminated. For avoidance of doubt, no Dividend Equivalents shall be credited to a Participant's SPC Account. No Dividend equivalent will be credited to a participant which would as a consequence exceed the participation limits provided for in section 4 and if the Dividend Equivalent credit would otherwise exceed such limits it must be paid cash.

## 16. MISCELLANEOUS

**16.1 No Rights as a Shareholder.** Nothing contained in the Plan nor in any Award or SPC granted hereunder shall be deemed to give any Person any interest or title in or to any Shares or any rights as a shareholder of the Corporation

or any other legal or equitable right against the Corporation whatsoever with respect to Shares issuable pursuant to an Award until such Person becomes the holder of record of Shares.

**16.2 No Entitlement to Employment or Office.** Nothing contained in the Plan shall confer upon any Participant any right with respect to employment or continued employment or the right to continue to serve as a director or interfere in any way with the right of the Corporation or any subsidiary to terminate such employment or directorship at any time and for any reason. The Participant's rights, if any, to continue to serve as an officer, employee, or otherwise of the Corporation or any subsidiary, shall not be enlarged or otherwise affected by his or her designation as a Participant under the Plan. Nothing in the Plan may be construed to provide any Participant with any rights whatsoever to compensation or damages in lieu of notice or continued participation in, or entitlements under, the Plan as a consequence of a Participant's termination of employment (regardless of the reason for the termination and the party causing the termination, including a termination without cause). Participation in the Plan by an Eligible Person is voluntary. The amount of any compensation deemed to be received by a Participant as a result of participating in the Plan will not constitute compensation with respect to which any other employee benefits of that Participant are determined including, without limitation, benefits under any bonus, pension, profit-sharing, termination, severance or salary continuance plan, except as otherwise specifically determined by the Corporation in writing.

**16.3 Record Keeping.** The Corporation shall maintain appropriate registers in which shall be recorded all pertinent information with respect to the granting, amendment, exercise, vesting, expiry, forfeiture and termination of Awards and SPCs. Such registers shall include, as appropriate:

- (a) the name and address of each Participant;
- (b) the number of Awards credited to each Participant's account;
- (c) any and all adjustments made to Awards recorded in each Participant's account;
- (d) in the case of SPCs, the Participant's SPC Account details including the number of Plan Shares credited, the Participant's Contributions and Employer's Contributions, and
- (e) such other information which the Corporation considers appropriate to record in such registers.

**16.4 Income Taxes.** As a condition of and prior to participation in the Plan, an Eligible Person shall authorize the Corporation in written form to withhold from any payment otherwise payable to such Eligible Person any amounts required by any taxing authority to be withheld for taxes of any kind, source deductions or other amounts as a consequence of such participation in the Plan, the issuance of any Shares pursuant to the Plan or the settlement in cash and/or Shares of any Awards under the Plan. In addition, as a condition for the exercise of an Option, the Corporation may require a Participant to deliver to the Corporation all or a portion of the taxes, source deductions or other amounts required to be withheld or remitted by the Corporation under the *Income Tax Act* (Canada) and any applicable Canadian provincial taxation statute as a result of the exercise of the Option.

**16.5 No Representation or Warranty.** The Corporation makes no representation or warranty as to the future market value of any Shares issued pursuant to the Plan.

**16.6 Direction to Transfer Agents.** Upon receipt of a certificate of an authorized officer of the Corporation directing the issue of Shares issuable under the Plan, the transfer agent of the Corporation is authorized and directed to issue and countersign share certificates for the Shares subject to the applicable Award or SPC in the name of such Participant or as may be directed in writing by the Participant.

## **17. TERM, EXPIRY, FORFEITURE, TERMINATION AND BLACKOUT PERIODS**

**17.1 Term of Award.** Subject to Section 17.3, in no circumstances shall the term of an Award exceed five (5) years from the Grant Date.

**17.2 Expiry, Forfeiture and Termination of Awards.** If for any reason an Award expires without having been exercised or is forfeited or terminated, and subject to any extension thereof in accordance with the Plan, such Award shall forthwith expire and be forfeited and shall terminate and be of no further force or effect and no amount shall be payable to the applicable Participant in respect thereof as compensation, damages or otherwise.

**17.3 Blackout Periods.** Notwithstanding any other provision of the Plan, except as provided in Section 2.2 of the Appendix, if the expiry date or vesting date of an Award, other than a Performance Share Unit, Restricted Share Unit or Deferred Share Unit awarded to a Canadian Taxpayer, as applicable, falls within a Blackout Period, then the expiry date or vesting date, as applicable, will be automatically extended for a period of ten (10) trading days following the end of the Blackout Period. In the case of a Performance Share Unit, Restricted Share Unit or Deferred Share Unit awarded to a Canadian Taxpayer or US Taxpayer (as defined in the Appendix), any settlement that is effected during a Blackout Period in order to comply with Section 14.5 in the case of a Canadian Taxpayer or the Appendix in the case of a US Taxpayer shall (subject to the requirements of applicable law) be settled in cash, notwithstanding any other provision hereof. The foregoing provisions shall not apply to extend an Award if either the holder thereof or the Corporation is, at the time, subject to a Cease Trade Order.

**17.4 Requirement for Annual Shareholders' Renewal.** This Plan must be approved by Shareholders of the Company annually within 15 months of the previous approval or by such earlier date as may be required by the TSXV failing which no further Awards or SPCs can be granted under it.

## **18. GOVERNING LAW & COMPLIANCE WITH APPLICABLE LAWS**

The Plan shall be construed in accordance with and be governed by the laws of British Columbia and shall be deemed to have been made therein. If any provision of the Plan or an Award or SPC contravenes any law or any order, policy, by-law, rule or regulation of any regulatory body or stock exchange having jurisdiction or authority over the securities of the Corporation or the Plan, then such provision may in the sole discretion of the Board be amended to the extent considered necessary or desirable to bring such provision into compliance therewith. The Corporation is not obligated to issue any Shares or other securities, make any payments or take any other action if, in the opinion of the Board, in its sole discretion, such action would constitute a violation by a Participant, the Corporation or any of its affiliates of any provision of any applicable statutory or regulatory enactment of any government or government agency.

## **19. REGULATORY APPROVAL**

The Plan shall be subject to the approval of the TSXV or any relevant regulatory authority whose approval is required. Any Awards granted prior to such approval and acceptance shall be conditional upon such approval and acceptance being given and no such Awards or SPCs may be exercised or shall vest unless such approval and acceptance is given.

## **20. EFFECTIVE DATE OF THE PLAN**

This Plan has an adoption date of June 11, 2024 and amended June 26, 2024 but is subject to shareholders' approval and will have an effective date as of such approval.

## Appendix 1 – Special Provisions Applicable to US Taxpayers

This Appendix sets forth special provisions of the Plan that apply to US Taxpayers (as defined below) and forms part of the Plan. All capitalized terms, to the extent not otherwise defined herein, shall have the meanings set forth in the Plan. No provision hereof shall be inconsistent with the Plan or TSXV Policy 4.4 or provide any economic benefit to a Participant other than more favourable US income tax treatment.

### 1. DEFINITIONS

1.1 For the purposes of this Appendix:

“**Company Affiliate**” means any person, firm or entity with whom the Corporation would be considered a single employer under Section 414(b) or 414(c) of the US Code;

“**Disability**” of a US Taxpayer with respect to an Incentive Stock Option means “permanent and total disability” as defined in Section 22(e)(3) of the US Code;

“**Disqualifying Disposition**” means any disposition of Shares acquired upon exercise of an Incentive Stock Option where such disposition occurs on or before the later of (i) the second anniversary of the Grant Date and (ii) the first anniversary of the exercise of such Incentive Stock Option (or the first anniversary of the date of vesting of such Shares, if initially subject to a substantial risk of forfeiture and no timely and effective election under Section 83(b) of the US Code is made with respect thereto).

“**Fair Market Price**” shall be equal to the Market Price immediately preceding the Grant Date as reported by the TSXV, or, if the Shares are not listed on the TSXV, on such other principal stock exchange or over-the-counter market on which the Shares are listed or quoted, as the case may be, and in each case the “**Grant Date**” shall be not earlier than the sixth (6<sup>th</sup>) trading day immediately following the date the Board resolves to grant the Option. If the Shares are not publicly traded or quoted, then the “Fair Market Price” shall be the fair market value of the Shares as of the Grant Date, as determined by the Board acting in good faith and consistent with the principles of Sections 409A, 422 and/or 424 of the Code, as applicable;

“**Incentive Stock Option**” means any Option designated and qualified as an “incentive stock option” as defined in Section 422 of the US Code;

“**Non-Qualified Stock Option**” means any Option that is not an Incentive Stock Option;

“**Separation From Service**” shall mean, with respect to a US Taxpayer, that his or her employment with the Corporation and any entity that is to be treated as a single employer with the Corporation for purposes of United States Treasury Regulation Section 1.409A-1(h) terminates such that it is a separation from service within the meaning of United States Treasury Regulation Section 1.409A-1(h);

“**Specified Employee**” means a US Taxpayer who meets the definition of “specified employee,” as defined in Section 409A(a)(2)(B)(i) of the US Code;

“**subsidiary corporation**” means “subsidiary corporation” as defined in Section 424(f) of the US Code;

“**Ten Percent Owner**” means a US Taxpayer who, at the time an Award is granted, owns or is deemed to own (by reason of the attribution rules of Section 424(d) of the US Code) shares possessing more than 10% of the total combined voting power of all classes of stock of the Corporation or any parent or subsidiary corporation, within the meaning of Section 422(b)(6) of the US Code;

“**Termination of Employment**” and terms of like import shall mean, with respect to a US Taxpayer, a termination of his or her service with the Corporation and any Company Affiliate, whether as an employee or otherwise, which constitutes a “separation from service” within the meaning of and for purposes of United States Treasury Regulation Section 1.409A-1(h);

“**US Code**” means the United States Internal Revenue Code of 1986, as amended, and any applicable United States Treasury Regulations and other regulatory guidance thereunder;

“**US Code Section 409A**” means Section 409A of the US Code and the regulations and other guidance promulgated thereunder;

“**US Code Section 409A Award**” means an Award that is “nonqualified deferred compensation” within the meaning of US Code Section 409A; and

“**US Taxpayer**” means a Participant who is a citizen or resident of the United States for purposes of the US Code, or whose Awards under the Plan are subject, or would be subject, to taxation under the US Code; provided that a Participant shall be treated as a US Taxpayer solely with respect to those affected Awards

“**US Exchange Act**” means the Securities Exchange Act of 1934, and the rules and regulations thereunder; “**US Securities Act**” means the Securities Act of 1933, and the rules and regulations thereunder; and

## **2. INCENTIVE STOCK OPTIONS**

**2.1 Incentive Stock Options and Non-Qualified Stock Options.** Options granted under the Plan may be either Incentive Stock Options or Non-Qualified Stock Options. Notwithstanding Sections 3.2 and 5.1 of the Plan or any other provision of the Plan arguably to the contrary, Incentive Stock Options may only be granted to an Eligible Person who is an employee of the Corporation or a subsidiary corporation (and not of any other affiliate of the Corporation). To the extent that any Option (or portion thereof) does not qualify as an Incentive Stock Option, such Option (or portion thereof) shall be deemed a Non-Qualified Stock Option. Nothing in this Appendix is intended to grant any U.S Taxpayer any economic benefit in addition to or over and above the benefits available to all other Participants in the Plan excepting a favourable filing position under the US Code.

**2.2 Term of Option.** Notwithstanding any provision of the Plan arguably to the contrary:

- (a) in no circumstances shall the term of an Option exceed five (5) years from the Grant Date or be exercisable after the expiration of five (5) years from the Grant Date; and
- (b) in no circumstances shall the term of an Incentive Stock Option granted to a Ten Percent Owner exceed five (5) years from the Grant Date or be exercisable after the expiration of five (5) years from the Grant Date.

**2.3 Termination of Option Due to Termination of Employment.** In the case of an Incentive Stock Option, notwithstanding any provision of the Plan to the contrary: (i) in the event of the Eligible Person’s termination of employment due to death or Disability, the Incentive Stock Option shall expire on the earlier of the scheduled expiry date and one (1) year following the Termination Date, and (ii) in the event of the Eligible Person’s termination of employment for any reason other than (A) Disability, (B) for cause, or (C) due to death, the Incentive Stock Option shall expire on the earlier of the scheduled expiry date and three (3) months following the Termination Date.

**2.4 Plan Limit on Incentive Stock Options.** Subject to adjustment pursuant to Section 10 of the Plan and Sections 422 and 424 of the US Code, the aggregate number of Shares which may be issued under the Plan and which may be made subject to Incentive Stock Options shall not exceed 3,000,000 (inclusive of any Incentive Stock Options issued pursuant to the Corporation’s previous 10% rolling stock option plan).

**2.5 Annual Limit on Incentive Stock Options.** To the extent required for “incentive stock option” treatment under Section 422(d) of the US Code, the aggregate Fair Market Price (determined as of the Grant Date) of the Shares with respect to which Incentive Stock Options granted under the Plan and any other plan of the Corporation and its parent and subsidiary corporations that become exercisable or vest for the first time by a US Taxpayer during any calendar year shall not exceed US\$100,000 or such other limit as may be in effect from time to time under Section 422 of the US Code. To the extent that any Option (or portion thereof) exceeds this limit, such Option (or portion thereof) shall constitute a Non-Qualified Stock Option.

**2.6 Notice of Disqualifying Disposition.** By accepting an Incentive Stock Option granted under the Plan, the Participant agrees to notify the Corporation in writing promptly after the Participant makes a Disqualifying Disposition of any Shares acquired pursuant to the exercise of such Incentive Stock Option, such notification to include the date and terms of the Disqualifying Disposition and such other information as the Corporation may reasonably require.

### **3. OPTIONS**

**3.1 Option Price.** In the case of an Incentive Stock Option that is granted to a Ten Percent Owner, the Option Price of such Incentive Stock Option shall not be less than 110% of the Fair Market Price per Share determined as of the Grant Date. For all other US Taxpayers, the Option Price of an Incentive Stock Option shall not be less than 100% of the Fair Market Price per Share determined as of the Grant Date. The Option Price of a Non-Qualified Stock Option for all US Taxpayers shall not be less than 100% of the Fair Market Price per Share as determined as of the Grant Date.

**3.2 Method of Exercise of Options.** Section **Error! Reference source not found.** of the Plan shall not be available if the Option being exercised is an Incentive Stock Option.

**3.3 Option Award Agreement.** The Option Award Agreement for US Taxpayers shall specify whether the Option subject to such Option Award Agreement is an Incentive Stock Option or a Non-Qualified Stock Option. If no such specification is made, the Option will be a Non-Qualified Stock Option. None of the Board, the Corporation or any of its subsidiaries or affiliates, or any of their respective employees or representatives shall be liable to any Participant or to any other Person if it is determined that an Option does not qualify for any intended tax treatment.

**3.4 Service Recipient Stock.** A Non-Qualified Stock Option may be granted to a US Taxpayer only if, with respect to such US Taxpayer, the Corporation is an “eligible issuer of service recipient stock” within the meaning of US Code Section 409A.

### **4. PERFORMANCE SHARE UNITS AND RESTRICTED SHARE UNITS**

**4.1 Settlement of Performance Share Units for US Taxpayers.** Notwithstanding the timing of settlement described in Sections 6.5 and 6.6 of the Plan, but subject to Section 7.4 of this Appendix, for US Taxpayers, settlements of vested Performance Share Units (and any vested Dividend Equivalents) credited to a US Taxpayer’s PSU Account shall in all events take place within 30 days after the earlier of (i) the PSU Vesting Date specified in the PSU Award Agreement and (ii) the date of the US Taxpayer’s death, in any case, without regard to receipt of the notice of settlement of Performance Share Units from the US Taxpayer.

**4.2 Settlement of Restricted Share Units for US Taxpayers.** Notwithstanding the timing of settlement described in Sections 7.5 and 7.6 of the Plan, but subject to Section 7.4 of this Appendix, for US Taxpayers, settlements of vested Restricted Share Units (and any vested Dividend Equivalents) credited to a US Taxpayer’s RSU Account shall in all events take place within 30 days after the earlier of (i) the RSU Vesting Date specified in the RSU Award Agreement and (ii) the date of the US Taxpayer’s death, in any case, without regard to receipt of the notice of settlement of Restricted Share Units from the US Taxpayer.

### **5. DEFERRED SHARE UNITS**

**5.1 Elections for US Taxpayers.** Section 8.1(b) of the Plan shall be applied in a manner consistent with United States Treasury Regulation Section 1.409A-2(a). Except as otherwise permitted under such regulation, a US Taxpayer’s election to defer a Deferred Annual Amount must be made by the end of the calendar year prior to the calendar year in which services giving rise to the right to payment of such Deferred Annual Amount are to be performed. Without limiting the generality of the foregoing, during a US Taxpayer’s first calendar year of eligibility in the Plan (as described in United States Treasury Regulation Section 1.409A-2(a)(7)) such US Taxpayer may, within 30 days after becoming eligible to participate in the Plan, elect to receive an Award of Deferred Share Units for such calendar year but solely with respect to compensation to be paid for services to be performed after the date such election is made.

**5.2 Distribution Date for Settlement of DSUs Held By US Taxpayers.** Notwithstanding the timing of settlement described in Sections 8.5 or 8.6 of the Plan, but subject to Section 7.4 of this Appendix, for US Taxpayers, settlements

of vested Deferred Share Units credited to a US Taxpayer's DSU Account shall in all events take place within 30 days after the date of the US Taxpayer's Separation From Service without regard to receipt of the notice of settlement of Deferred Share Units from the US Taxpayer, unless a different fixed settlement date was specified in the applicable DSU Award Agreement at the time of grant of the Deferred Share Units (the "**distribution date**"). Notwithstanding any provision of the Plan arguably to the contrary (including Sections 11.2 and 13 of the Plan), any acceleration of the vesting of Deferred Share Units held by US Taxpayers will not result in the acceleration of the distribution date for such Deferred Share Units unless permitted under US Code Section 409A.

**5.3 Special Limitation Applicable to Eligible Persons Who Are Both a Canadian Taxpayer and a US Taxpayer.** If the Deferred Share Units of a US Taxpayer are subject to tax under the income tax laws of Canada and also are subject to tax under the income tax laws of the United States, the following special rules regarding forfeiture will apply. For greater clarity, these forfeiture provisions are intended to avoid adverse tax consequences under US Code Section 409A and/or under paragraph 6801(d) of the Regulations under the *Income Tax Act* (Canada), that may result because of the different requirements as to the time of settlement of Deferred Share Units (and thus the time of taxation) with respect to a US Taxpayer's Separation From Service (under US tax law) and his or her DSU Separation Date (under Canadian tax law). The intended consequence of this Section 5.3 of the Appendix is that payments or issuance of Shares to US Taxpayers in respect of Deferred Share Units will only occur if such US Taxpayer experiences both a Separation From Service and a DSU Separation Date. If a US Taxpayer does not experience both a Separation From Service and a DSU Separation Date, including but not limited to the circumstances listed below, such Deferred Share Units shall be immediately and irrevocably forfeited:

- (a) a US Taxpayer experiences a Separation From Service as a result of a permanent decrease in the level of services such US Taxpayer provides to the Corporation or a related entity that is considered the same service recipient under US Code Section 409A to less than 20% of his or her past service, but such US Taxpayer continues to provide some level of service to the Corporation or a corporation related thereto within the meaning of the Income Tax Act (Canada); or
- (b) a US Taxpayer experiences a Separation From Service as a result of ceasing to be a member of the Board, but such person continues providing services as an employee of the Corporation or a corporation related thereto within the meaning of the Income Tax Act (Canada); or
- (c) a US Taxpayer, for any reason, experiences a DSU Separation Date but continues to provide services as an independent contractor such that he or she has not experienced a Separation From Service.

## 6. SETTLEMENT OF SPC ACCOUNTS

**6.1 Termination of Employment.** Notwithstanding any provision of the Plan to the contrary, including, without limitation, Sections 9.8 and 9.9, if a US Taxpayer's employment terminates and if, pursuant to Section 5.8, settlement of part or all of such US Taxpayer's SPC Account is deferred subject to satisfaction of any applicable Holding Period, such SPC Account will in all events be settled, and any cash or Shares credited to such SPC Account will in all events be distributed, by the next settlement date specified in Section 9.8 or, if earlier, by March 15 of the year immediately following the year in which such cash and/or Shares are no longer subject to a substantial risk of forfeiture for purposes of US Code Section 409A.

**6.2 US Code Section 409A.** Notwithstanding any provision of the Plan arguably to the contrary, all amounts of cash and all Shares attributable to the Employer's Contribution(s) on behalf of a US Taxpayer shall be paid, distributed or otherwise made available to him or her by March 15 of the year immediately following the year in which such amounts and/or Shares are no longer subject to a substantial risk of forfeiture for purposes of US Code Section 409A. It is intended that a US Taxpayer's interest under the Plan qualify as a short-term deferral that is exempt from US Code Section 409A. The provisions of the Plan and this Appendix shall be construed and administered accordingly.

## 7. TAXES

**7.1 Payment of Taxes.** Each US Taxpayer is solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on or for the account of such US Taxpayer in connection with the Plan or any other

plan maintained by the Corporation (including any taxes and penalties under US Code Section 409A), and neither the Corporation nor any subsidiary or affiliate of the Corporation shall have any obligation to indemnify or otherwise hold such US Taxpayer (or any other Person) harmless from any or all of such taxes or penalties.

**7.2 Tax Withholding.** A US Taxpayer shall be required to pay to the Corporation or any applicable subsidiary or affiliate thereof, and the Corporation and any such subsidiary or affiliate shall have the right and is hereby authorized to withhold, from any cash or other compensation payable under the Plan, or from any other compensation or amounts owing to the US Taxpayer, the amount of any required withholding taxes in respect of amounts paid under the Plan and to take such other action as may be necessary in the opinion of the Corporation to satisfy all obligations for the payment of such withholding taxes.

## **8. MISCELLANEOUS**

**8.1 Non-Assignability.** Notwithstanding Section 10 of the Plan, no Incentive Stock Option or SPC shall be transferable by the Participant otherwise than by will or by the laws of descent and all Incentive Stock Options shall be exercisable, and each SPC executory, only during the Participant's lifetime, only by the Participant, or in the case of Stock Options, by the Participant's legal representative or guardian in the event of the Participant's Disability. Section 9 of the Plan shall apply to US Taxpayers with respect to Non-Qualified Stock Options, Performance Share Units, Deferred Share Units and Restricted Share Units to the extent permissible under applicable US securities and other laws and regulatory requirements.

**8.2 Amendments.** In addition to the provisions of Section 14 of the Plan, to the extent determined by the Board to be necessary or desirable to ensure that Incentive Stock Options granted under the Plan are qualified under Section 422 of the US Code, Plan amendments as they relate to or affect US Taxpayers shall be subject to approval by the Corporation's shareholders entitled to vote at a meeting of shareholders to the extent such amendments require shareholder approval under Section 422 of the US Code. Without limiting the foregoing, an amendment to increase the aggregate number of Shares which may be issued under the Plan and which may be made subject to Incentive Stock Options as set forth in Section 2.4 of this Appendix must be approved by the Corporation's shareholders within 12 months of adoption of such amendment. Notwithstanding the provisions of Section 13 of the Plan, no amendment in respect of an Award to a US Taxpayer shall be made without the consent of such US Taxpayer if the result of such amendment would be to cause the Award to violate the requirements of US Code Section 409A or lose the qualification as an "incentive stock option" under Section 422 of the US Code, as applicable. . Notwithstanding the provisions of Section 11 of the Plan, no amendment in respect of a US Taxpayer's SPC Account or the distribution or other settlement of such Account shall be effective as to such US Taxpayer without his or her consent if the result of such amendment would be to cause the US Taxpayer's interest in the Plan to violate the requirements of US Code Section 409A

**8.3 Duration of Plan for Incentive Stock Options.** The (amended and restated) Plan is dated for reference June 26, 2024 (the "Adoption Date") and is scheduled to be considered by Shareholders on August 7, 2024 (the "Approval Date") subject to final TSXV acceptance. No Incentive Stock Options may be granted to US Taxpayers under this Plan after the tenth anniversary of the Adoption Date or any renewal thereof.

**8.4 US Code Section 409A.** Each Award granted under the Plan is intended to comply with US Code Section 409A or an exemption therefrom, and the Plan, the Appendix and all Award Agreements shall be construed and interpreted consistent with such intent. Notwithstanding the foregoing, to the extent that any Award is determined to constitute a US Code Section 409A Award, such Award will be subject to such additional rules and requirements as specified by the Board from time to time in order to comply with US Code Section 409A. If any provision of the Plan, the Appendix or any Award Agreement contravenes US Code Section 409A or could cause a US Taxpayer to incur any tax, interest or penalties under US Code Section 409A, the Board may, in its sole discretion and without the affected US Taxpayer's consent, modify such provision to: (i) comply with, or avoid being subject to, US Code Section 409A, or to avoid incurring taxes, interest and penalties under US Code Section 409A; and/or (ii) maintain, to the maximum extent practicable, the original intent and economic benefit to the affected US Taxpayer of the applicable provision without materially increasing the cost to the Corporation or contravening US Code Section 409A. However, the Corporation shall have no obligation to modify the Plan, the Appendix or any Award and does not guarantee that Awards will not be subject to taxes, interest and penalties under US Code Section 409A.

In the case of a US Code Section 409A Award, all payments to be made upon (or on a timeline determined by reference to) a US Taxpayer's Termination Date shall only be made upon such US Taxpayer's Separation From Service, and "termination," "termination of employment" and like terms will be construed accordingly. If a US Taxpayer is a Specified Employee on the date of his or her Separation From Service, then, to the extent necessary to avoid any interest, penalties and/or additional tax imposed pursuant to US Code Section 409A, any amounts payable in respect of a US Code Section 409A Award held by such US Taxpayer that are otherwise required to be made as a result of his or her Separation From Service shall be delayed for the first six (6) months following such Separation From Service and shall instead be paid in a single lump sum within 30 days following the end of such six-month period; provided, that if such US Taxpayer dies during such six-month period, then any payments so delayed shall be paid to such US Taxpayer's estate within 30 days following such US Taxpayer's death; provided, further, that any remaining amounts in respect of the US Code Section 409A Award that are due beyond the six-month period following such US Taxpayer's Separation From Service shall be paid without delay and at the times such payments are otherwise scheduled to be made. Each payment payable in respect of an Award shall be treated as a separate payment in a series of payments within the meaning of, and for purposes of, US Code Section 409A.

The acceleration or delay of the time or schedule of any vesting, exercise, settlement or payment of any Award that is subject to (or would make such Award subject to) US Code Section 409A, whether or not in connection with a Change in Control, is prohibited except as permitted under US Code Section 409A.

Notwithstanding anything herein to the contrary, neither the Corporation nor any of its subsidiaries or affiliates shall have any liability to any Participant or to any other Person if the Plan, the Appendix or any Award Agreement (or any payment or benefit provided with respect to any Award) that is intended to be exempt from or compliant with US Code Section 409A is not so exempt or compliant.

**8.5 Priority.** Except as specifically provided in this Appendix, the provisions of the Plan and the Participant's Award Agreement shall govern. For Participants who are US Taxpayers, in the event of any inconsistency or conflict between the provisions of (i) the Plan and/or a Participant's Award Agreement, and (ii) this Appendix, the terms of this Appendix shall prevail.

**Appendix 2 – SPC Payroll Deduction Authorization Form**

**(This general form is a guideline may be modified as required)**

PERSONAL INFORMATION					
Last Name		First Name		Middle Name(s)	
Phone		Street Address			
Cell		City			
Fax		State/Province		Zip/Postal Code	
SIN# or SSN#		Email Address			
Employee #		Date of Employment			
Date of Birth (mm/dd/yyyy)	/____/	Annual Base Salary (specify currency)			
Work Site Office					

CONTRIBUTION INFORMATION			
Enter Annual Percentage of Annual Base Salary Deductions (%)			
Percentage Revision #1 (if requested)		Employee Initials	
Percentage Revision #2 (if requested)		Employee Initials	

AUTHORIZATION			
<p>By signing below, I understand that there are risks associated with the purchase of the Shares and that the securities laws of Canada and the United States may impose certain restrictions on the resale of Shares. I hereby acknowledge that I have been advised by the Corporation to consult with my own legal, financial and tax advisors with respect to the enrolment in the Plan and the entitlement to receive Shares under the Plan and any disposition of shares received under the Plan. I further acknowledge that I am responsible for obtaining such legal, financial and tax advice as I consider appropriate, and I am not relying on the Corporation, or counsel to the Corporation in this regard. Furthermore, I authorize that the above-noted percentage of my annual base salary be deducted by the Corporation, from each pay period, until such time that I request otherwise or am no longer an eligible Participant in the SPC. I UNDERSTAND THAT THE 25% EMPLOYER CONTRIBUTION PORTION IS TAXABLE TO ME AND WILL BE REPORTED AS INCOME.</p>			
Date (mm/dd/yyyy)	/____/	Employee Signature	



Corporation or UMS)	
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**Appendix 4 -Form of Exercise Notice of Option**

**TIER ONE SILVER INC. (the “CORPORATION”)**

**LONG-TERM INCENTIVE PLAN -OPTION EXERCISE FORM**

**Part 1: Participant Identification**

Name of Participant Award Recipient	Title or Job Description
Address (if other than per Corporation’s records)	Office Phone Number
Social Insurance Number	Home Phone Number

**Part 2: Exercise of Share Purchase Option**

I hereby exercise the Share Purchase Options to the extent of \_\_\_\_\_ Shares (in whole or in part), granted to me by Award Agreement dated \_\_\_\_\_ pursuant to the Long-term Incentive Plan”, as it may be amended from time to time (the “Plan”) ratified by Shareholders on August 7, 2024.

**Purchase Price:** CAD\$ \_\_\_\_\_ (the above number of options @ \$ \_\_\_\_\_ plus CAD\$ \_\_\_\_\_ **withholding amount** (25% additional to the Purchase Price). The sum of the purchase price and withholding amount is the **Total Purchase Price**.

**Choose one:**

- I hereby tender the Total Purchase Price wire, certified cheque, bank draft or money order payable to or to the order of the Corporation.
- I hereby authorize the Corporation to assist in arranging a Cashless Exercise \_\_\_\_\_ or Net Exercise \_\_\_\_\_ (tick one) as defined in the Plan, of the Optioned Shares and to remit to me the difference in cash \_\_\_\_\_ or shares \_\_\_\_\_ (tick one). (Cashless Exercise and net Exercise are not available for Investor Relations Service Providers)

The sale of the Shares under this Option is only available if the Award Agreement predates this exercise form by at least four months. The arranged sale will be through the facilities of any exchange on which the Shares are listed. No guarantee of minimum sale proceeds is provided to the Undersigned by the Corporation.

I have read and agree to abide by all the terms of the Plan I will comply, to the satisfaction of Corporation with all applicable requirements of any stock exchange or securities regulatory authority having jurisdiction over Corporation.

**Participant (Optionee) Signature**

\_\_\_\_\_ **Dated**

**Signed**

\_\_\_\_\_ Signature of Witness

\_\_\_\_\_ **[Name Print]**