



2024 MANAGEMENT INFORMATION CIRCULAR

(Information as at August 20, 2024)

NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS TO BE HELD ON WEDNESDAY, OCTOBER 9, 2024

NOTICE IS HEREBY GIVEN that an annual and special meeting (the “**Meeting**”) of the holders (the “**Shareholders**”) of common shares (“**Common Shares**”) of Black Swan Graphene Inc. (the “**Company**”) will be held via teleconference on Wednesday, October 9, 2024 at 10:00 a.m. (Eastern time), for the following purposes:

1. to receive the Company’s consolidated audited financial statements as at and for the fiscal year ended December 31, 2023, together with the notes thereto and the auditors’ report thereon (the “**Financial Statements**”);
2. to elect the directors of the Company who will serve for the ensuing year;
3. to appoint McGovern Hurley LLP as auditors of the Company for the ensuing fiscal year and authorize the directors to set their remuneration;
4. to consider and, if deemed advisable, re-approve the adoption of the Company’s Omnibus Incentive Plan, which will authorize the board of directors of the Company (the “**Board**”) to grant options to purchase Common Shares to directors, senior officers, employees, consultants and other eligible service providers (or corporations controlled by such persons) of the Company and its subsidiaries subject to the rules and regulations of applicable regulatory authorities, the full text of which is set forth in Schedule “A” to the accompanying management information circular (the “**Circular**”); and
5. to consider such other items of business that may be properly brought before the Meeting or any adjournment or postponement thereof.

Specific details of the matters proposed to be put before the Meeting are set forth in the Circular and is deemed to form part of this notice of Meeting (this “**Notice of Meeting**”).

The Meeting will be held virtually at 10:00 a.m. (Eastern time) on October 9, 2024. The Company is hosting the Meeting via teleconference, accessible by the following Zoom particulars:

<https://us02web.zoom.us/j/81449486418?pwd=Q8nGZQSnUQKXb0bK91eruyCpVX8Rpn.1>

Meeting ID: 814 4948 6418

Passcode: 245952

Find your local number: <https://us02web.zoom.us/u/kckXlkFnUB>

Shareholders are encouraged to join the Meeting at least 15 minutes before the Meeting starts.

The Company is hosting the Meeting virtually in order to provide Shareholders with an equal opportunity to attend and participate at the Meeting, regardless of their geographic location or the particular constraints or circumstances that they may face.

Shareholders are entitled to vote at the Meeting either by telephonic means or by proxy with each Common Share entitling the holder thereof to one vote at the Meeting. The Board has fixed August 20, 2024 as the record date for determining Shareholders who are entitled to receive notice of and vote at the Meeting. Only Shareholders whose names have been entered in the register of the Company as at the close of business on such date will be entitled to receive notice of and vote at the Meeting.

Your vote is important regardless of how many Common Shares you own. Whether or not you are able to attend the Meeting, Shareholders are encouraged to vote as soon as possible electronically, by email, facsimile or in writing, by following the instructions set out on the form of proxy or voting instruction form (“**VIF**”), as applicable, which accompanies this Notice of Meeting. Proxies must be received by the Company’s transfer agent and registrar for the Common Shares, Endeavor Trust Corporation (“**Endeavor**”), not later than 10:00 a.m. (Eastern time) on October 7, 2024 (or no later than 48 hours, excluding Saturdays,

Sundays and holidays, before any reconvened meeting if the Meeting is adjourned or postponed). Notwithstanding the foregoing, the Chairman of the Meeting has the discretion to accept proxies received after such deadline. The time limit for the deposit of proxies may also be waived or extended by the Chairman of the Meeting at his discretion, without notice. If you hold your Common Shares through a broker, investment dealer, bank, trust company or other intermediary (an “**Intermediary**”), as an objecting beneficial owner and received a VIF from your Intermediary or Broadridge Financial Solutions, Inc. (“**Broadridge**”), you should follow the instructions provided by your Intermediary to ensure your vote is counted at the Meeting

NOTICE-AND-ACCESS

As permitted by Canadian securities regulators, you are receiving this notification as the Company has decided to use the “notice-and-access” mechanism for delivery to Shareholders of this Notice of Meeting, the Circular and other proxy-related materials (together, the “**Meeting Materials**”), as well as the Financial Statements and related management’s discussion and analysis (together, the “**Financial Materials**”). The Company has adopted notice-and-access for both registered and non-registered Shareholders. Notice-and-access is a set of rules that allows issuers to post electronic versions of proxy-related materials online, via SEDAR+ (www.sedarplus.ca) and one other website, rather than mailing paper copies of such materials to Shareholders. Under notice-and-access, Shareholders still receive a proxy form or VIF enabling them to vote at the Meeting. However, instead of paper copies of the Meeting Materials and of the Financial Materials, Shareholders receive this notice which contains information on how they may access the Meeting Materials and the Financial Materials online and how to request paper copies of such documents. The use of notice-and-access will directly benefit the Company by substantially reducing its printing and mailing costs and is more environmentally friendly as it reduces paper use.

The Corporation will not rely upon the use of ‘stratification’. Stratification occurs when a reporting issuer using the Notice-and-Access Provisions provides a paper copy of the information circular to some, but not all, of its Shareholders, along with the notice of meeting. In relation to the Meeting, all Shareholders will receive the documentation required under the Notice-and-Access Provisions and all documents required to vote at the Meeting. No Shareholder will receive a paper copy of this Information Circular from the Corporation or any intermediary unless such Shareholder specifically requests same.

You can access the Meeting Materials and the Financial Materials electronically by visiting the Company’s website at <https://blackswangraphene.com/annualmeeting2024/> and under the Company’s profile on SEDAR+ at www.sedarplus.ca. Shareholders are reminded to review the Circular and other proxy-related materials prior to voting.

The Company will provide a paper copy of the Meeting Materials or the Financial Materials to any Shareholder, free of charge, for a period of one year from the date the Circular is filed on SEDAR+. You may request a paper copy at any time before the Meeting by contacting the Company at info@blackswangraphene.com in which case your request will be processed within three business days and the requested documents will be sent by first-class mail, courier or equivalent. To ensure receipt of the paper copies in advance of the voting deadline and Meeting date, we estimate that your request must be received by no later than 5:00 p.m. (Eastern time) on September 27, 2024. Please note that you will not receive another form of proxy or VIF, so please keep the one you received with this notice. After the Meeting, requests may be made by calling the same numbers, and each request will be processed within ten calendar days.

If you have any questions regarding this Notice of Meeting, the notice-and-access mechanism or the Meeting, whether you are a registered or non-registered Shareholder, please contact the Company at info@blackswangraphene.com

DATED at Toronto, Ontario as of the 20th day of August, 2024

BY ORDER OF THE BOARD OF DIRECTORS

(signed) “*Simon Marcotte*”
President, Chief Executive Officer and Director

VOTE USING THE FOLLOWING METHODS PRIOR TO THE MEETING

| Voting Method | Registered Shareholders and Non-Objecting Beneficial Owners If your Common Shares are held in your name and are represented by a physical certificate or DRS Advice Or if you received a form of proxy from Endeavor | Objecting Beneficial Owners If your Common Shares are held with a broker and you received a VIF from Broadridge or your broker |
|---|---|--|
| Internet | www.eproxy.ca | - |
| Facsimile | 604-559-8908 | Complete, date and sign the VIF and fax it to the number listed therein. |
| Return of proxy or VIF by email | proxy@endeavortrust.com | N/A |
| Return of proxy or VIF by regular mail | Endeavor Trust Corporation Attention: Proxy Department 702 – 777 Hornby Street Vancouver, BC V6Z 1S4 | Complete, date and sign the VIF and mail it to the address listed therein. |

MANAGEMENT INFORMATION CIRCULAR

INTRODUCTION

This management information circular (this “**Circular**”) is furnished in connection with the solicitation of proxies by and on behalf of management of Black Swan Graphene Inc. (“**Black Swan**” or the “**Company**”) for use at the annual and special meeting (the “**Meeting**”) of the holders (the “**Shareholders**”) of common shares of the Company (“**Common Shares**”) to be held via teleconference at 10:00 a.m. (Eastern time), on Wednesday, October 9, 2024, or any adjournment or postponement thereof.

INFORMATION CONCERNING THE MEETING

Matters to be Voted on at the Meeting

At the Meeting, Shareholders will be asked to receive the audited financial statements of the Company as at and for the fiscal year ended December 31, 2023, together with the notes thereto and the auditors’ report thereon (the “**Financial Statements**”), and to vote on the following matters:

- (i) the election of the directors of the Company for the ensuing year;
- (ii) the appointment of McGovern Hurley LLP as auditors of the Company for the ensuing fiscal year and the authorization for the directors to set their remuneration;
- (iii) to consider and, if deemed advisable, re-approve the adoption of the Company’s Omnibus Incentive Plan, in the form attached as Schedule “A” to the management information circular dated August 20, 2024; and
- (iv) any such other item of business that may be properly brought before the Meeting or any adjournment or postponement thereof

(each, a “**Resolution**”, and collectively, the “**Resolutions**”).

Each of the Resolutions requires the approval of a simple majority of the votes cast at the Meeting by Shareholders present or represented by proxy and entitled to vote at the Meeting. At the date of this Circular, the Board and management of the Company know of no other matter expected to come before the Meeting, other than the vote on the Resolutions.

Meeting Information

The Meeting will be held virtually at 10:00 a.m. (Eastern time) on October 9, 2024. The Company is hosting the Meeting via teleconference in order to provide Shareholders with an equal opportunity to attend and participate at the Meeting, regardless of their geographic location or the particular constraints or circumstances that they may face accessible by the following particulars:

Join Zoom Meeting:

<https://us02web.zoom.us/j/81449486418?pwd=Q8nGZQSnUQKXb0bK91eruyCpVX8Rpn.1>

Meeting ID: 814 4948 6418

Passcode: 245952

Find your local number: <https://us02web.zoom.us/j/kckXlkFnUB>

Shareholders are encouraged to join the Meeting at least 15 minutes before the Meeting starts.

It is anticipated that Registered Shareholders (as defined below) and duly appointed proxyholders who attend the Meeting will have the opportunity to ask questions on matters of business before the Meeting. Such questions, if any, are expected to be addressed in the question-and-answer section of the Meeting, and will be raised by the Registered Shareholder or duly appointed proxyholder wishing to ask the question and responded to by a representative of the Company. To ensure fairness for all attendees, the Chairman of the Meeting will decide on the amount of time allocated to each question and will have the right to limit or consolidate questions and to reject questions that do not relate to the business of the Meeting or which are determined to be inappropriate or otherwise out of order.

Only Shareholders of record on August 20, 2024 (the “**Record Date**”) will be entitled to receive notice of, attend, be heard and vote at the Meeting. No Shareholder who becomes a Shareholder after the Record Date shall be entitled to vote at the Meeting.

Registered Shareholders and Beneficial Shareholders

How you may attend and vote at the Meeting depends on whether you are a Registered Shareholder or a Beneficial Shareholder.

You are a “**Registered Shareholder**” if you have a share certificate or DRS Advice for Common Shares and they are registered in your name or if you hold Common Shares through direct registration with the Company’s transfer agent and registrar for the Common Shares, Endeavor Trust Corporation (“**Endeavor**”).

You are a “**Beneficial Shareholder**” if your Common Shares are held in the name of a broker, investment dealer, bank, trust company or other intermediary (an “**Intermediary**”) or in the name of a clearing agency (such as CDS). A Beneficial Shareholder may either be an “**Objecting Beneficial Owner**”, that is a Beneficial Shareholder who objects to the Intermediary disclosing the Beneficial Shareholder’s ownership information to the Company, or a “**Non-Objecting Beneficial Owner**”, that is a Beneficial Shareholder who does not object to the Intermediary disclosing the Beneficial Shareholder’s ownership information to the Company.

Attending the Meeting

Registered Shareholders and duly appointed proxyholders will be able to attend, participate and vote at the Meeting. Registered Shareholders and duly appointed proxyholders who participate in the Meeting will be able to listen to the Meeting, ask questions and vote, all in real time, provided they have telephonic connectivity and comply with all of the requirements set out below under “*Voting Instructions – Registered Shareholders – Voting at the Meeting*”. It is important that Registered Shareholders and duly appointed proxyholders maintain telephonic connectivity at all times during the Meeting in order to vote when balloting commences.

Beneficial Shareholders who have not duly appointed themselves as proxyholders may still attend only the Meeting as guests. Guests will be able to listen to the Meeting but will not be able to vote at the Meeting. See “*Voting Instructions – Beneficial Shareholders – Voting at the Meeting*”.

Registered Shareholders, duly appointed proxyholders and guests, including Beneficial Shareholders who have not duly appointed themselves as proxyholder, can attend the Meeting virtually as set out below. Guests can listen to the Meeting but are not able to vote.

- You can attend the meeting by way of live webcast and teleconference accessible by the following particulars:

Join Zoom Meeting:

<https://us02web.zoom.us/j/81449486418?pwd=Q8nGZQSnUQKXb0bK91eruyCpVX8Rpn.1>

Meeting ID: 814 4948 6418

Passcode: 245952

Find your local number: <https://us02web.zoom.us/j/81449486418?pwd=Q8nGZQSnUQKXb0bK91eruyCpVX8Rpn.1>

Voting Instructions

You can vote your Common Shares by proxy or at the Meeting. Please follow the instructions below based on whether you are a Registered Shareholder or a Beneficial Shareholder.

If you have any questions about the information contained in this Circular or require assistance in completing the form of proxy or voting instruction form (“**VIF**”), please contact the Company by email at info@blackswangraphene.com.

Registered Shareholders

How to Vote

In order for your vote to be counted, your voting instructions must be received by no later than 10:00 a.m. (Eastern time) on October 7, 2024 (or no later than 48 hours, excluding Saturdays, Sundays and holidays, before any reconvened meeting if the Meeting is adjourned or postponed).

You may vote by proxy using one of the following methods:

- by Internet at www.eproxy.ca
- by facsimile to 604-559-8908
- return of Proxy or VIF by email, at proxy@endeavortrust.com or;
- return of Proxy or VIF by mail to Endeavor Trust Corporation, Attention: Proxy Department, 702 – 777 Hornby Street, Vancouver, BC V6Z 1S4

Voting by Proxy

Voting by proxy means you are giving the person or persons named in your form of proxy the authority to attend the Meeting, or any adjournment or postponement thereof, and vote your Common Shares for you. Please mark your vote, sign, date and follow the return instructions provided in the enclosed form of proxy. By doing this, you are giving the directors or executive officers of the Company who are named in the form

of proxy the authority to vote your Common Shares at the Meeting, or any adjournment or postponement thereof.

You can choose another person to be your proxyholder, including someone who is not a Shareholder. You can do so by following the instructions set out below under “*Appointment of Proxies*”.

The Common Shares represented by any proxy received by management of the Company will be voted for or against the Resolutions, as the case may be, by the persons named in the enclosed form of proxy in accordance with the direction of the Shareholder appointing them. In the absence of any direction to the contrary, the Common Shares represented by proxies received by management of the Company will be voted on any ballot FOR each of the Resolutions.

Voting at the Meeting

You do not need to complete or return your form of proxy if you plan to vote by telephonic means at the Meeting. Simply follow the instructions set out under “*Information Concerning the Meeting – Attending the Meeting*” above and vote during the Meeting.

Changing your Vote

A Registered Shareholder who has submitted a proxy may revoke such proxy by: (a) completing and signing a proxy bearing a later date and depositing it with Endeavor in accordance with the instructions set out above, or (b) depositing an instrument in writing executed by the Registered Shareholder or by such Shareholder’s personal representative authorized in writing (i) at the office of Endeavor no later than 10:00 a.m. (Eastern time) on October 7, 2024 (or no later than 48 hours, excluding Saturdays, Sundays and holidays, before any reconvened meeting if the Meeting is adjourned or postponed), (ii) with the scrutineers of the Meeting, addressed to the attention of the Chairman of the Meeting, prior to the commencement of the Meeting on the day of the Meeting, or where the Meeting has been adjourned or postponed, prior to the commencement of the reconvened or postponed Meeting on the day of such reconvened or postponed Meeting, or (iii) in any other manner permitted by applicable laws. In addition, once a Registered Shareholder dials in to the Meeting and accepts the terms and conditions, such Registered Shareholder may (but is not obliged to) revoke any and all previously submitted proxies by voting by poll on the matters put forth at the Meeting. If a Registered Shareholder attends the Meeting but does not vote, his, her or its previously submitted proxy will remain valid.

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

Beneficial Shareholders

Unless you instruct your Intermediary or Broadridge Financial Solutions, Inc. (“**Broadridge**”) to vote in accordance with their request for voting instructions, they are generally prohibited from voting your Common Shares, as such Common Shares should only be voted upon instructions of the Beneficial Shareholder. You may vote your Common Shares at the Meeting or through your Intermediary or Endeavor by following the instructions provided to you by them if you are an Objecting Beneficial Owner or Non-Objecting Beneficial Owner, respectively. Please contact your Intermediary should you wish to vote at the Meeting.

Voting at the Meeting

Beneficial Shareholders who have not duly appointed themselves as proxyholder will not be able to vote at the Meeting but will only be able to participate as a guest. This is because the Company does not have unrestricted access to the names of its Beneficial Shareholders.

Should a Beneficial Shareholder wish to attend and vote at the Meeting (or have another person attend and vote on behalf of the Beneficial Shareholder), the Beneficial Shareholder should follow the instructions for voting at the Meeting that are provided on the form of proxy and refer to the instructions set out below under “*Appointment of Proxies*”.

How to Vote by Voting Instruction Form

If you are a Non-Objecting Beneficial Owner, and were mailed a VIF by Endeavor, in order for your vote to be counted, your voting instructions must be received by no later than 10:00 a.m. (Eastern time) on October 7, 2024 (or no later than 48 hours, excluding Saturdays, Sundays and holidays, before any reconvened meeting if the Meeting is adjourned or postponed).

You may vote by proxy using one of the following methods:

- by Internet at www.eproxy.ca
- by facsimile to 604-559-8908
- return of Proxy or VIF by email, at proxy@endeavortrust.com or;
- return of Proxy or VIF by mail to Endeavor Trust Corporation, Attention: Proxy Department, 702 – 777 Hornby Street, Vancouver, BC V6Z 1S4

In the case of Objecting Beneficial Owners, applicable regulations in Canada require Intermediaries to seek voting instructions from Beneficial Shareholders in advance of the Meeting. Every Intermediary has its own mailing procedures and provides its own return instructions, which should be carefully followed by Beneficial Shareholders in order to ensure that their Common Shares are voted at the Meeting. The form of proxy or voting instruction supplied to you by your Intermediary will be similar to the proxy provided to Registered Shareholders. However, its purpose is limited to instructing the Intermediary on how to vote your Common Shares on your behalf. In order for such proxy to be valid, it must be properly executed by the Intermediary holding the Common Shares and returned to Broadridge prior to the proxy deposit deadline of 10:00 a.m. (Eastern time) on October 7, 2024 (or no later than 48 hours, excluding Saturdays, Sundays and holidays, before any reconvened meeting if the Meeting is adjourned or postponed).

Most Intermediaries delegate responsibility for obtaining instructions from clients to Broadridge. Broadridge typically mails a scannable VIF in lieu of a proxy form to Beneficial Shareholders who are Objecting Beneficial Owners and provides appropriate instructions respecting voting of Common Shares to be represented at the Meeting. **For your Common Shares to be voted, you must follow the instructions on the VIF that is provided to you.** You can complete the VIF by: (i) calling the phone number listed thereon; (ii) mailing the completed VIF in the envelope provided; or (iii) using the Internet listed thereon. Beneficial Shareholders who have questions about deciding how to vote or who have additional questions about this Circular or the matters described in this Circular, please contact your professional advisors.

Broadridge then tabulates the results of all the instructions received and then provides the appropriate instructions with respect to the Common Shares to be represented at the Meeting.

Beneficial Shareholders who receive voting instructions from their Intermediary other than those contained in the VIF sent by Broadridge should carefully follow the instructions provided by their Intermediary to ensure their vote is counted.

The Notice Documents or Meeting Materials, as applicable, are being sent to both registered shareholders and Non-Objecting Beneficial Owners. If you are a Non-Objecting Beneficial Owner, and the Company or its agent has sent the Notice Documents or Meeting Materials, as applicable, to you, your name and address and information about your holdings of securities have been obtained in accordance with applicable securities regulatory requirements from the Intermediary on your behalf. By choosing to send these materials to you directly, the Company (not the Intermediary) holding Common Shares on your behalf has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions. Please return your voting instructions as specified in the request for voting instructions.

If you are an Objecting Beneficial Owner, you should be aware that management of the Company does not intend to pay for Intermediaries to forward to Objecting Beneficial Owners (who have not otherwise waived their right to receive proxy-related materials) under NI 54-101 the Notice Documents or Meeting Materials and Form 54-101F7 – Request for Voting Instructions Made by Intermediary. Accordingly, an Objecting Beneficial Owner will not receive the materials, unless their Intermediary assumes the cost of delivery.

Subject to the terms of your VIF, if you do not specify how you want your Common Shares voted, they will be voted FOR each of the Resolutions.

Changing your Vote

If you have already sent your completed VIF to your Intermediary and you change your mind about your voting instructions, or want to vote at the Meeting, contact your Intermediary to find out whether this is possible and what procedure to follow.

Exercise of Discretion by Proxies

If you do not specify on your proxy form how you want a proxyholder appointed by you (other than the management nominees) to vote your Common Shares, then your proxyholder can vote your Common Shares as he or she sees fit. Common Shares represented by properly executed proxies appointing the management nominees of the Company as designated in the proxy will be voted for or against the Resolutions in accordance with the instructions contained in the proxy. **If a proxy appointing management nominees does not contain voting instructions, the Common Shares represented by such proxies will be voted FOR each of the Resolutions.**

Appointment of Proxies

Shareholders have the right to appoint a person (a “**third-party proxyholder**”) other than the management nominees identified in the form of proxy or VIF, as applicable, as proxyholder. The following applies to such Shareholders who wish to appoint a third-party proxyholder, including Beneficial Shareholders who wish to appoint themselves as proxyholder to attend and vote at the Meeting.

Shareholders who wish to appoint a third-party proxyholder to attend at the Meeting as their proxyholder and vote their Common Shares MUST insert that person's name in the blank space provided in the form of proxy or VIF and follow the instructions for submitting such form of proxy or VIF. If you are a Beneficial Shareholder and wish to vote at the Meeting, you must insert your own name in the space provided on the VIF sent to you by your Intermediary or Endeavor and follow all of the applicable instructions provided by your Intermediary. By doing so, you are instructing your Intermediary or Endeavor to appoint you as proxyholder. It is important that you comply with the signature and return instructions provided by your Intermediary or Endeavor.

How the Votes are Counted

Endeavor counts and tabulates the votes. It does this independent of the Company to make sure that the votes of individual Shareholders are confidential. Endeavor refers proxy forms to the Company only when:

- it is clear that a Shareholder wants to communicate with management;
- the validity of the form is in question; or
- applicable laws require it.

Solicitation of Proxies

Whether or not you plan to attend the Meeting, management of the Company, with the support of the Board, requests that you fill out your proxy or VIF to ensure your votes are cast at the Meeting. **This solicitation of your proxy is made on behalf of management of the Company.** The costs incurred in the preparation and mailing of this Circular and the solicitation will be borne directly and indirectly by the Company. The Company may also reimburse brokers and other persons holding Common Shares in their name or in the name of nominees for their costs incurred in sending proxy material to their principals in order to obtain their proxies.

Shareholders Entitled to Vote

The Board has fixed the close of business on August 20, 2024, as the Record Date for determining Shareholders who are entitled to receive notice of and vote at the Meeting. The authorized capital of the Company consists of an unlimited number of Common Shares. As of the Record Date, there were 301,730,083 Common Shares issued and outstanding.

Shareholders are entitled to vote at the Meeting either by telephonic means or by proxy. Quorum for the Meeting shall be met if the holders of not less than 10% of the shares entitled to vote at a meeting of shareholders, present in person or represented by proxy. Shareholders whose names have been entered in the register of the Company as at the close of business on the Record Date will be entitled to receive notice of and vote at the Meeting. Common Shares held through a broker, investment dealer, bank, trust company or other Intermediary, will be voted by the registered holder thereof, in accordance with the instructions given by the Beneficial Shareholder to such Intermediary. No other security holders are entitled to vote at the Meeting other than Shareholders.

To the knowledge of the Company, as at the Record Date, no person other than the following persons beneficially owns, or exercises control or direction over, directly or indirectly, more than 10% of the issued and outstanding Common Shares of the Company.

| Name of Shareholder | Number of Common Shares Beneficially Owned, Controlled or Directed, Directly or Indirectly | Percentage of Outstanding Common Shares |
|----------------------|--|---|
| Mason Resources Inc. | 117,800,000 | 39.04% |
| Harry Swan | 44,381,300 ¹ | 14.71% |

¹ This includes shares personally and indirectly through Thomas Swan & Co. Ltd.

INTERESTS OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON

Other than as disclosed in this Circular, no director or executive officer of the Company, nor any person who has held such a position since the beginning of the last completed financial year of the Company, nor any proposed nominee for election as a director of the Company, nor any associate or affiliate of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting other than the election of the directors of the Company and the re-approval of the omnibus incentive plan.

BUSINESS OF THE MEETING

1. Receiving the Audited Financial Statements

The Financial Statements will be placed before the Meeting. Receipt at the Meeting of the Financials Statements will not constitute approval or disapproval of any matters referred to therein.

The Financials Statements and the management's discussion and analysis of the Company for the year ended December 31, 2023 (the "MD&A", and, together with the Financial Statements, the "Financial Materials") are available upon request to the Company or on the Company's website at www.blackswangraphene.com or under the Company's profile on SEDAR+ at www.sedarplus.ca.

2. Election of Directors

The articles of the Company provide that the Board shall consist of a minimum of one and a maximum of ten directors. The Board currently consists of seven directors. Each director of the Company is elected to hold such office until the next annual meeting of Shareholders or until his or her successor is duly elected, unless his or her office is earlier vacated in accordance with the by-laws of the Company.

The Company has nominated the seven persons (each, a "Nominee") listed below for election as directors of the Company. All such Nominees are currently directors of the Company and have been since the dates indicated below.

At the Meeting, Shareholders will be asked to elect these Nominees as directors of the Company. Unless otherwise indicated, proxies given pursuant to this solicitation by the management of the

Company will be voted FOR the election of the Nominees listed below. If any of the Nominees should for any reason be unable to serve as a director of the Company, the persons named in the enclosed form of proxy reserve the right to nominate and vote for another nominee in their discretion.

No Nomination Rights Agreement

There are no contracts, arrangements or understandings between any Nominee and any other person, except the directors and officers of the Company acting solely in such capacity, pursuant to which a Nominee has been nominated.

Nominee Profiles

The table below indicates, for each Nominee, his or her name, province (or state) and country of residence, the period during which he or she has served as a director of the Company and the committees of the Board of which he or she is a member. The table below also indicates whether the candidate is independent, the number of Common Shares beneficially owned, or over which control or direction is exercised, directly or indirectly, by the Nominee, and the number of Options held by such Nominee, in each case as of the date of this Circular.

As of the date of this Circular, the directors of the Company, as a group, beneficially owned, or exercised control or direction over, directly or indirectly, approximately **49,980,853** Common Shares, representing approximately **16.56%** of the issued and outstanding Common Shares¹.



Gainford, United Kingdom

HARRY SWAN

Principal Occupation: Chief Executive Officer of Thomas Swan & Co.

Other Public Directorships: Nil.

Member, Audit Committee

Mr. Swan is the owner and CEO of Thomas Swan & Co. Ltd. and the fourth generation of the Swam family to lead the Company. He joined in 2002 to launch the new carbon nanomaterials business and took over as Managing Director in 2006. He became CEO and owner of the business in 2018. Mr. Swan is currently serving a three-year term as the Chair of the Board of Trustees of the Society of Chemical Industries (SCI) in London. He is also a council member of the

Independent

Director since:
August 2022

Common Shares:44,381,300



Toronto, Canada

Non-Independent

Director since:
August 2022

Common Shares:
3,631,062

Chemical Industries Association. Mr. Swan chairs the Advisory Board of the Centre for industry education collaboration at York University.

After graduating from Durham University in 1998, Mr. Swan started his career working in the biotech and public relations industries. His focus is now on leading Thomas Swan into a new sustainable future, developing the company's credentials as an innovative global player.

SIMON MARCOTTE

Principal Occupation: Present and Chief Executive Officer of the Corporation

Other Public Directorships: Freeman Gold Corp., Northern Superior Resources Inc., NorthX Nickel Corp.

Mr. Marcotte is a chartered financial analyst with more than 25 years of experience focused on commodities, including more than 12 years in executive positions for junior mining companies. In 2018, Mr. Marcotte was instrumental in the launch of Arena Minerals Inc. in the lithium brine industry in Argentina, and the subsequent strategic investment by both Ganfeng Lithium and Lithium Americas Corp., which ultimately acquired Arena Minerals in 2023. In 2012, Mr. Marcotte co-founded Mason Graphite Inc. and held the position of Vice-President of Corporate Development until February 2018. Under his leadership, Mason Graphite was awarded: the TSXV's Recognition as "Top 10 Performing Stock" in 2013, the "Best 50 OTCQX" in both 2016 and 2017 and was nominated for best investor relations in both 2016 and 2017. At the end 2017, Mason Graphite reached a peak market capitalization of \$365 Million, with approximately 35 institutional shareholders, uncommon for a junior mining company, based on shareholders' desire, he then negotiated and orchestrated an option and joint venture agreement between Mason Graphite Inc., and Nouveau Monde Graphite Inc. for the Lac-Gueret Project. Mr. Marcotte is also President and CEO of Northern Superior Resources Inc., since its acquisition of Royal Fox Gold Inc., a company he founded in 2021. He is also a director of Freeman Gold Corp, a company he co-founded, which is advancing the Lemhi Gold Project in Idaho, United States. Mr. Marcotte is a CFA Charter holder and is a graduate from the University of Sherbrooke.



London, United Kingdom

Non-Independent

Director since:
August 2022

Common Shares:
1,397,062

PETER DAMOUNI

Principal Occupation: President and Chief Executive Officer of Mason Resources Inc.

Chair, Audit Committee

Other Public Directorships: Mason Resources Inc., Northern Superior Resources Inc., Luca Mining Corp.,

Peter Damouni has more than 20 years of corporate and investment banking experience as a director or an officer of public companies listed on the Toronto Stock Exchange (the "TSX"), the TSX Venture Exchange (the "TSX-V"), the London Stock Exchange and the Alternative Investment Market.

Throughout his career, Mr. Damouni has sourced and led equity and debt financings, developed and executed corporate strategies, and led mergers and acquisitions which have resulted in creating significant value for shareholders.



Herefordshire, United Kingdom

Non-Independent

Director since:

MICHAEL EDWARDS

Principal Occupation: Chief Operating Officer of the Company

Other Public Directorships: Nil.

Mr. Edwards has more than 30 years of manufacturing and business experience. Prior to joining Black Swan Graphene, he was Business Director at Thomas Swan & Co. Ltd. Responsible for the development of the graphene business.

Mr. Edwards has a BSc (Hons) in electronics (University of Wales, Cardiff), an MBC, and is a chartered engineer (CENG) and a fellow of the Institution of Engineering and Technology (FIET). Previous experience includes microprocessor and computer systems design at Ferranti, 15 years a General Manager of Toshiba Electronics Europe in Dusseldorf where he introduced flash memory into Europe and presided over Toshiba's dominant dram position as Windows

August 2022

Common Shares:
Nil

was launched into the PC market. Mr. Edwards subsequently worked in several start-up companies mainly in global sales, marketing and business development roles, including three years as Global Commercial Director at Oxford Advanced surfaces and Global Commercial Director at Cambridge Nanotherm, responsible for taking advanced materials to the global LED market.



Chambly, Canada

Independent

Director since:
August 2022

Common Shares:
Nil

ROY MCDOWALL

Principal Occupation: Vice President Corporate Development of Pyure

Other Public Directorships: Lucky Minerals Inc., Mason Resources Inc.

Roy McDowall is currently Vice President Corporate Development at Pyure, a private Florida based manufacturer of commercial air purifiers.

A capital markets professional with over 25 years of experience with Canadian-based boutique and bank owned investment firms, Mr. McDowall served as Managing Director, Head of Equity Sales for Macquarie Capital Markets Canada. He also held similar positions with Orion Securities, Credit Suisse, CIBC World Markets and National Bank Financial. Mr. McDowall recently served as Vice President of Investor and Communications at Turquoise Hill Resources, a Montreal-based mining company of approximately \$8 billion of market capitalization listed on the TSX and the New York Stock Exchange.

Over his career, Mr. McDowall has been instrumental in over 500 financings for companies globally with a focus on the mining industry, leveraging self-established relationships with Canadian and international institutional investors.



Toronto, Canada

Independent

Director since:
August 2022

Common Shares:
571,429

BRAD HUMPHREY

Principal Occupation: Chief Executive Officer of NiCAN Limited

Member, Audit Committee

Other Public Directorships: NiCAN Limited, Searchlight Innovations Inc., Volta Metals Ltd.

Mr. Humphrey has over 25 years of international mining experience and is currently the Chief Executive Officer of NiCAN Limited, a Canadian explorer advancing Nickel-Copper projects in the Province of Manitoba. Prior to joining NiCAN, Mr. Humphrey was CEO of QMX Gold, a Canadian resource company that was ultimately acquired by Eldorado Gold in a \$132 million transaction. Prior to QMX Gold, Mr. Humphrey worked for Mogan Stanely as an Executive Director and North American Precious Metals Analyst. Mr. Humphrey was also a managing director and head of mining research at Raymond James and covered precious metal equities at CIBC World Markets and Merrill Lynch. Mr. Humphrey has held a variety of mining industry roles from contract underground miner to CEO. Mr. Humphrey was recently on the board of Royal Fox Gold Inc., until its acquisition by Northern Superior Resources Inc.



Los Gatos, California

DR. DAVID DEAK

Principal Occupation: Chief Development Officer of EnergySource Minerals LLC, and President of Marbex LLC

Other Public Directorships: Nil

Dr. David Deak is an entrepreneur whose expertise spans across lithium mining development, battery supply chain developments, energy storage, renewable energy and electric vehicles. Dr. Deak is Chief Development Officer of EnergySource Minerals LLC, and President of Marbex LLC, running a portfolio of battery materials projects at the interface between mining, energy and technology. Dr. Deak has built his career advancing initiatives in lithium mining, renewable energy, energy storage and electric vehicles. He was formerly the Chief Technology Officer and Senior Vice-President of

Independent

Director since:
August 2022

Common Shares:
Nil

Lithium Americas Corp., where he spearheaded developments of two major lithium assets in Nevada and Argentina. Before Lithium Americas, Dr. Deak led special supply chain projects and battery engineering programs for Gigafactory 1 at Tesla Inc. Prior to working in the electric vehicles business, he managed product and process development programs for Ambri Inc., a Bill Gates – backed energy storage start-up spun out of the Massachusetts Institute of Technology. Dr. Deak has also acted as a consultant for multinational engineering conglomerates, start-ups, government entities and institutional investors, involving projects from technology scouting to materials supply chain analysis. His professional career started in the Chief Technology Officer's office at Siemens Wind Power in Denmark. Dr. Deak holds a D.Phil in Materials Science from Oxford University and a B.A.Sc in Engineering Science from the University of Toronto.

Cease Trade Orders, Bankruptcies, Penalties or Sanctions

Except as otherwise indicated herein below, to the best of the Company's knowledge, after having made due inquiry, the Company confirms that no proposed director:

- (a) is, as at the date of this Circular, or has been, within ten years before the date of this Circular, a director, CEO or chief financial officer ("**CFO**") of any company that:
 - (i) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, in each case, that was issued for a period of more than 30 consecutive days (each an "**order**"), while the proposed director was acting in the capacity as director, CEO or CFO; or
 - (ii) was subject to an order that was issued after the proposed director ceased to be a director, CEO or CFO and which resulted from an event that occurred while that person was acting in the capacity as director, CEO or CFO;
- (b) is, as at the date of this Circular, or has been within ten years before the date of this Circular, a director or executive officer of any company that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets;
- (c) has, within the ten years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement, or compromise with creditors, or had a

receiver, receiver manager or trustee appointed to hold the assets of the proposed director;
or

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

3. Appointment of Auditors

McGovern Hurley LLP, Chartered Accountants, were appointed as the auditors of the Company on November 25, 2022. For additional information about the Company's auditors, including the fees billed (or estimated) by the Company's auditors for the years ended December 31, 2023 and 2022, please refer to the section titled "*External Auditors*".

Unless otherwise indicated, the persons named in the accompanying form of proxy intend to vote FOR the appointment of McGovern Hurley LLP as auditors of the Company until the next annual meeting of Shareholders and the authorization for the directors of the Company to set their remuneration. The proposal requires the approval of a majority of the votes cast by the Shareholders present or represented by proxy at the Meeting.

4. Approval of Omnibus Incentive Plan

At the Meeting, Shareholders will be asked to consider and, if deemed advisable, re-approve the Omnibus Incentive Plan, which will authorize the Board to grant Options, RSUs and DSUs to directors, senior officers, employees, consultants and other eligible service providers (or corporations controlled by such persons) of the Company and its subsidiaries, subject to the rules and regulations of applicable regulatory authorities, including those of the TSX-V, on which the Common Shares are listed and posted for trading. **A copy of the Omnibus Incentive Plan is attached as Schedule "A" to this Circular.**

Material Terms of the Omnibus Plan

The Company's omnibus plan (the "**Omnibus Plan**") is designed to advance the interests of the Company by encouraging employees, officers and consultants to have equity participation in the Company through the acquisition of Common Shares. The Omnibus Plan was approved by the Shareholders at its last annual meeting. A copy of the Omnibus Plan is attached at Schedule A hereto. The following is a summary of the terms of the Omnibus Plan, which is qualified in its entirety by the provisions of the Omnibus Plan.

As of the date hereof, there are 16,725,000 Options (as defined herein) and 7,875,000 RSUs (as defined herein) that have been granted and are outstanding under the Omnibus Plan.

Summary of the Omnibus Plan

The Omnibus Plan allows the grant of stock options ("**Options**"), restricted share units ("**RSUs**") and performance share units ("**PSUs**") and together with RSUs, "**Share Units**") settled in common shares

(or, at the election of the Company, their cash equivalent). In addition, under the Omnibus Plan, the Company is able to grant deferred share units (“**DSUs**”) to non-employee members of the Board and its designated affiliates.

Administration

The Omnibus Plan will be administered by the Board. The Board will determine which directors, officers, eligible employees or consultants of the Company or its affiliates are eligible to receive awards under the Omnibus Plan. In addition, the Board will interpret the Omnibus Plan and may adopt, amend or rescind any administrative rules, regulations, procedures and guidelines relating to the Omnibus Plan as it deems appropriate, provided however, that the Company shall be required to obtain shareholder or disinterested shareholder approval, as applicable, for any amendments to the Omnibus Plan other than amendments: (i) of a “housekeeping” nature to clarify the meaning of an existing provision or correct any grammatical or typographical errors in the Omnibus Plan, or (ii) necessary to comply with applicable law or the requirements of any stock exchange on which the securities of the Company are listed.

Except as otherwise required by law, the Board may, from time to time, delegate powers conferred on the Board under the Omnibus Plan to such committee as the Board determines necessary, from time to time). In such event, such committee will exercise the powers delegated to it by the Board in the manner and on such terms authorized by the Board, and all decisions made, or actions taken, by the committee arising in connection with the administration of the Omnibus Plan within its authority are final, conclusive and binding.

Eligibility

All employees, consultants, and directors of the Company or its designated affiliates are eligible to participate in the Omnibus Plan. In addition, subject to applicable laws, the Board may determine, in its discretion, which consultants are eligible to participate in the Omnibus Plan. However, PSUs may not be granted to non-employee directors of the Company or its designated affiliates and RSUs and PSUs may not be granted to consultants of the Company or its designated affiliates.

In addition, any participants under the Omnibus Plan who are “Investor Relations Service Providers” (as defined in the policies of the TSX Venture Exchange (the “**TSX-V**”)) are not eligible to receive RSUs, PSUs (as defined herein) or DSUs (as defined herein).

Common Shares Subject to the Omnibus Plan and Limitation on Awards

The maximum number of common shares available for issuance pursuant to the Omnibus Plan and any other security-based compensation arrangement of the Company shall not exceed 10% of the issued and outstanding common shares from time to time.

The Omnibus Plan is also subject to the following limitations:

- (a) the aggregate number of common shares issuable to “Insiders” (as defined in the policies of the TSX-V) of the Company under the Omnibus Plan or any other

security-based compensation arrangement of the Company shall not exceed 10% of the issued and outstanding common shares and the aggregate number of common shares issuable to Insiders of the Company under the Omnibus Plan or any other security-based compensation arrangement of the Company, within a one-year period, shall not exceed 10% of the issued and outstanding common shares as at the date any award is granted to any Insider of the Company (unless the Company has obtained disinterested shareholder approval in respect thereof);

- (b) the aggregate number of common shares issuable to any one participant under the Omnibus Plan or any other security-based compensation arrangement of the Company, within a one- year period, shall not at any time exceed 5% of the issued and outstanding common shares as at the date any award is granted to the participant (unless the Company has obtained disinterested shareholder approval in respect thereof);
- (c) the aggregate number of common shares issuable to any one consultant under the Omnibus Plan or any other security-based compensation arrangement of the Company, within a one- year period, shall not at any time exceed 2% of the issued and outstanding common shares as at the date any award is granted to the consultant; and
- (d) the aggregate number of common shares issuable to all persons retained to provide investor relations activities under the Omnibus Plan or any other security-based compensation arrangement of the Company, within a one-year period, shall not at any time exceed 2% of the issued and outstanding common shares as at the date any award is granted to the persons retained to provide investor relations activities.

If for any reason common shares subject to issuance on the exercise of stock options granted under the Omnibus Plan are not issued, for reasons including the termination, expiration or cancellation, such common shares will become available for additional grants under the Omnibus Plan. If any RSUs, PSUs or DSUs granted under the Omnibus Plan expire, terminate or are cancelled for any reason without being settled in the form of common shares issued from treasury, such common shares will become available for additional grants under the Omnibus Plan.

The Omnibus Plan is not considered an “evergreen” plan, since awards which have been exercised shall not be available for subsequent grants under the Omnibus Plan and the number of awards available to grant decreases as the number of issued and outstanding common shares increases.

Stock Options

The Board may grant stock options to any participant under the Omnibus Plan at any time. The exercise price for stock options will be determined by the Board, but may not be less than the market value of a common share (being, on any particular day, the market price of one common share to be calculated by reference to the closing price for a board lot of common shares on the TSX-V, on that

day, or if at least one board lot of common shares shall not have been traded on the TSX-V on that day, on the immediately preceding day for which at least one board lot was so traded, or, if the common shares are not listed and posted for trading on the TSX-V, on such stock exchange on which the common shares are listed and posted for trading as may be selected for such purpose by the Board), and, in the event that the common shares are not listed and posted for trading on any stock exchange, the fair market value of the common shares as determined by the Board in its sole and absolute discretion (the “**Market Value**”) on the date the stock option is granted. It is anticipated that stock options will vest and become exercisable as to one quarter of the stock option on each anniversary of the date of grant for the four years following the date of grant, unless otherwise determined by the Board and specified in such participant’s option agreement. Stock options must be exercised within a period fixed by the Board that may not exceed ten (10) years from the date of grant, except in a case where the expiry period falls during a blackout period, in which case the expiry period will be automatically extended until ten (10) business days after the end of the blackout period.

The Omnibus Plan also provides for earlier termination of stock options on the occurrence of certain events, including but not limited to, termination of a participant’s employment.

Restricted Share Units

The Board may grant RSUs to any participant (other than consultants) under the Omnibus Plan at any time. The terms and conditions of grants of Share Units, including the quantity, type of award, award date, vesting conditions, applicable vesting periods and other terms and conditions with respect to the award, as determined by the Board, will be set out in such participant’s RSU agreement. One RSU is equivalent to one common share.

An RSU account will be maintained for each participant and each notional grant of RSUs, as granted to such participant from time to time, will be credited to such participant’s account. RSUs that fail to vest with respect to a participant, or that are paid out to the participant are cancelled and will be removed from such participant’s account.

Upon the vesting and settlement of RSUs, Black Swan is entitled to elect, at the Board’ sole discretion, to settle vested RSUs for their cash equivalent, common shares or a combination thereof. For purposes of determining the cash equivalent of RSUs on settlement, such calculation will be made on the settlement date based on the Market Value on the settlement date multiplied by the number of vested RSUs in the participant’s notional RSU account. For the purposes of determining the number of common shares from treasury to be issued and delivered to a participant upon settlement of RSUs, such calculation will be made on the settlement date based on the whole number of common shares equal to the whole number of vested RSUs then recorded in the participant’s notional RSU account. If an RSU would otherwise expire during a blackout period, the term of such RSU shall automatically be extended until ten (10) business days after the end of the blackout period, however, in all cases, RSUs shall expire and be settled by no later than December 31 of the third calendar year commencing after the date of award.

Performance Share Units

The Board may grant PSUs to any participant (other than non-employee directors and consultants) under the Omnibus Plan at any time. The terms and conditions of grants of PSUs, including the quantity, type of award, award date, vesting conditions, applicable vesting periods and other terms and conditions with respect to the award, as determined by the Board, will be set out in such participant's PSU agreement. PSUs are subject to the attainment of performance goals and may become vested PSUs based on a multiplier, which may be greater or less than 100%, subject to such percentage being no greater than 200%. A PSU account will be maintained for each participant and each notional grant of PSUs, as granted to such participant from time to time, will be credited to such participant's account. PSUs that fail to vest with respect to a participant, or that are paid out to the participant are cancelled and will be removed from such participant's account.

Upon the vesting and settlement of PSUs, Black Swan is entitled to elect, in the Board' sole discretion, to settle vested PSUs for their cash equivalent, common shares or a combination thereof. For purposes of determining the cash equivalent of PSUs on settlement, such calculation will be made on the settlement date based on the Market Value on the settlement date multiplied by the number of vested PSUs in the participant's notional PSU account. For the purposes of determining the number of common shares from treasury to be issued and delivered to a participant upon settlement of PSUs, such calculation will be made on the settlement date based on the whole number of common shares equal to the whole number of vested PSUs then recorded in the participant's notional PSU account. If a PSU would otherwise expire during a blackout period, the term of such Share Unit shall automatically be extended until ten (10) business days after the end of the blackout period, however, in all cases, Share Units shall expire and be settled by no later than December 31 of the third calendar year commencing after the date of award.

If the performance goals in respect of the vesting of PSUs determined by the Board at the time of granting the award with respect to a fiscal year are not met during such fiscal year, the PSUs which were scheduled to vest at the end of such fiscal year shall expire. Performance goals may be based upon the achievement of corporate, divisional, cluster or individual goals, and may be applied to performance relative to an index or comparator group, or on any other basis determined by the Board which may be measured over a specified period and may have a multiplier effect based on the level of achievement.

DSUs

The Board may grant DSUs to any DSU participant (being a non-employee director of Black Swan) under the Omnibus Plan at any time. In addition, subject to Board approval, a DSU participant may elect, once each fiscal year, to be paid up to 100% of his or her annual board retainer (including any committee fees, attendance fees and retainers to committee chairs) in the form of DSUs with the balance, if any, being paid in cash in accordance with Black Swan' regular practices. A DSU participant is entitled to terminate his or her participation in the Omnibus Plan.

One DSU is equivalent to one common share. Fractional DSUs are permitted under the Omnibus Plan. The number of DSUs granted at any particular time pursuant to the Omnibus Plan will be calculated by: (a) in the case of an elected amount by a DSU participant, dividing (i) the dollar amount of the elected amount by (ii) the Market Value of a common share on the applicable award date; or (b) in the case of a grant of DSUs, dividing (i) the dollar amount of such grant by (ii) the Market Value of a

common share on the date of grant. Black Swan shall maintain a notional account for each DSU participant.

All DSUs recorded in a participant's notional account will vest on the DSU termination date, being the day that the DSU participant ceases to be a director of Black Swan for any reason.

Upon the settlement of DSUs, the number of common shares covered by the DSUs will be issued from treasury by Black Swan as fully paid non-assessable common shares based on the whole number of common shares equal to the whole number of DSUs then recorded in the DSU participant's notional account (fractions of common shares will be settled in cash). If a DSU participant gives notice to Black Swan of its election to receive cash pertaining to a DSU, Black Swan, with the approval of the Board, may agree to pay an amount in cash equal to the aggregate Market Value of the common shares as at the DSU termination date to be issued in place of issuing to the DSU participant common shares under the DSU.

Approval of Omnibus Plan Resolution

The Company is required to obtain the approval of its Shareholders to any omnibus plan that is a "rolling" plan yearly at its annual meeting of Shareholders. Accordingly, at the Meeting, Shareholders will be asked to approve the following ordinary resolution approving the Omnibus Plan:

"BE IT RESOLVED THAT:

1. the current Omnibus Plan of the Company, as described in the management information circular of the Company dated August 20, 2024 is hereby re-approved; and
2. any director or officer of the Company is hereby authorized to execute (whether under the corporate seal of the Company or otherwise) and deliver all such documents and to do all such other acts and things as such director or officer may determine to be necessary or advisable to give effect to the true intent of these resolutions."

THE BOARD RECOMMENDS THAT SHAREHOLDERS VOTE IN FAVOUR OF THE RE-APPROVAL OF THE OMNIBUS PLAN.

PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED FOR THE RE-APPROVAL OF THE OMNIBUS PLAN UNLESS A SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT THE COMMON SHARES ARE TO BE VOTED AGAINST SUCH ORDINARY RESOLUTION.

5. Other Matters

The Company knows of no other matter to come before the Meeting other than those referred to in the notice of meeting accompanying this Circular. However, if any other matters which are not known to the management should properly come before the Meeting, **the accompanying form of proxy confers discretionary authority upon the persons named therein to vote on such matters in accordance with**

their best judgment.

STATEMENT OF EXECUTIVE COMPENSATION

The Company's approach to executive compensation has been to provide suitable compensation for executives that is internally equitable, externally competitive and reflects individual achievement. The Company attempts to maintain compensation arrangements that will attract and retain highly qualified individuals who are able and capable of carrying out the objectives of the Company.

The Board develops and manages the Company's compensation philosophy and in consultation with the CEO with respect to non-CEO officer and director compensation, incentive-compensation plans and equity-based plans. The Board reviews and approves the corporate goals and objectives relevant to CEO compensation, evaluates CEO performance in accordance with those goals and objectives and determines CEO's compensation level based on this evaluation.

In determining compensation matters, the Board may consider a number of other factors, including the Company's performance, the value of similar incentive awards to officers performing similar functions at comparable companies, the awards given in past years and such other factors it considers relevant. The Board did not retain any compensation consultant in 2024.

Director Compensation

Non-executive directors may be compensated by director's fees in cash if approved by the Board and management of the Company. The granting of Options, RSUs and/or DSUs provides a link between director compensation and the Common Share price. Options, RSUs and/or DSUs may be awarded to directors when they are first elected by Shareholders or appointed by the Board and periodically thereafter. In making a determination as to whether a grant of Options, RSUs and/or DSUs is appropriate, and if so, the number that should be granted, the Board as a whole gives consideration to: (i) the number and terms of outstanding Options, RSUs and/or DSUs held by the director; (ii) the current and expected future contributions of the director; (iii) the potential dilution to Shareholders and the cost to the Company; (iv) general industry standards; and (v) the limits imposed by the terms of the Company's Omnibus Incentive Plan. The Company currently considers the granting of security based compensation to be the best method of compensating directors as it allows the Company to reward each director's efforts to increase value for Shareholders without requiring the Company to use cash from its treasury. No director received any compensation during the financial year ended December 31, 2023, other than the annual retainers noted below in the section "*Summary Compensation Tables*".

Incentives and Options

The Board periodically reviews (such review to be performed at least annually) the status of the Company's equity incentive plans and is responsible for providing any proposals and recommendations concerning the setting and amendment of any equity incentive plan and individual grants, such as Option, RSU and/or DSU grants, under any equity incentive plan. When proposing new security compensation grants to directors, officers and consultants, the Board takes into consideration previous grants made as well as the number of Common Shares reserved for issuance under any security compensation plan then in effect.

The table below sets out the outstanding Options, RSUs and/or DSUs under the Omnibus Incentive Plan, being the Company's only equity incentive plan as of December 31, 2023:

| | Number of securities to be issued upon exercise of outstanding Options, RSUs, DSUs | Weighted-average exercise price of outstanding Options, RSUs, DSUs | Number of securities remaining available under equity compensation plans (excluding securities reflected in column (a)) as of December 31, 2023 |
|--|--|--|---|
| Plan Category | (a) | (b) | (c) |
| Equity compensation plans approved by security holders | 16,725,000 options 7,875,000 RSUs | 0.15 n/a | 5,573,008 |
| Equity compensation plans not approved by security holders | n/a | n/a | n/a |
| TOTAL | 24,600,000 | 0.15 | 5,573,008 |

The number of Options currently outstanding represents approximately 5.54% of the outstanding Common Shares. The number of RSUs currently reserved for issuance to certain officer, directors and consultants represents approximately 2.6% of the outstanding Common Shares for a combined 8.14% of the outstanding Common Shares.

Oversight of Director and Named Executive Officer Compensation

The compensation of the Named Executive Officers (as defined below) and the Company's consultants and employees is reviewed annually, recommended and approved by the Board.

Summary Compensation Tables

Compensation Excluding Compensation Securities

The following table summarizes the compensation paid during the three (3) financial years ended December 31, 2023, 2022 and 2021 in respect of the individuals who were carrying out the role of CEO and CFO of the Company and the most highly compensated executive officers other than the CEO and CFO at the end of the most recently completed financial year whose total compensation was individually more than \$150,000 for that financial year (collectively, the "Named Executive Officers") and each director of the Company who is not a Named Executive Officer.

For the financial year ended December 31, 2023, the Company had four Named Executive Officers, namely Simon Marcotte, President and CEO of the Company, Peter Damouni Executive Chair of the Company, Michael Edwards COO of the Company and Greg Duras, CFO & Corporate Secretary of the Company.

| COMPENSATION EXCLUDING COMPENSATION SECURITIES | | | | | | | |
|---|--------------------|--|------------|--------------------------------|--|--------------------------------------|-------------------------|
| Name and position | Year Ended June 30 | Salary, consulting fee, retainer or commission ⁽¹⁾ (\$) | Bonus (\$) | Committee or meeting fees (\$) | Value of perquisites ⁽²⁾ (\$) | Value of all other compensation (\$) | Total compensation (\$) |
| Simon Marcotte President, CEO and Director | 2023 | 250,000 | - | - | - | - | 250,000 |
| | 2022 | 185,833 | 100,000 | - | - | - | 285,833 |
| | 2021 | N/A | N/A | N/A | N/A | N/A | N/A |
| Harry Swan Chairman of the Board of Directors | 2023 | 24,000 | - | - | - | - | 24,000 |
| | 2022 | 24,000 | - | - | - | - | 24,000 |
| | 2021 | N/A | N/A | N/A | N/A | N/A | N/A |
| Peter Damouni Executive Director | 2023 | 250,000 | - | - | - | - | 250,000 |
| | 2022 | 185,833 | 100,000 | - | - | - | 285,833 |
| | 2021 | N/A | N/A | N/A | N/A | N/A | N/A |
| Greg Duras CFO | 2023 | 90,000 | - | - | - | - | 90,000 |
| | 2022 | 90,000 | 25,000 | - | - | - | 115,000 |
| | 2021 | N/A | N/A | N/A | N/A | N/A | N/A |
| Michael Edwards COO and Director | 2023 | 180,000 | - | - | - | - | 180,000 |
| | 2022 | 180,000 | 30,000 | - | - | - | 210,000 |
| | 2021 | N/A | N/A | N/A | N/A | N/A | N/A |
| Roy McDowall Director | 2023 | 24,000 | - | - | - | - | 24,000 |
| | 2022 | 24,000 | - | - | - | - | 24,000 |
| | 2021 | N/A | N/A | N/A | N/A | N/A | N/A |
| Brad Humphrey Director | 2023 | 24,000 | - | - | - | - | 24,000 |
| | 2022 | 4,000 | - | - | - | - | 4,000 |
| | 2021 | N/A | N/A | N/A | N/A | N/A | N/A |
| David Deak Director | 2023 | 24,000 | - | - | - | - | 24,000 |
| | 2022 | 24,000 | - | - | - | - | 24,000 |
| | 2021 | N/A | N/A | N/A | N/A | N/A | N/A |

Notes:

⁽¹⁾ Executive officers who also act as directors do not receive any additional compensation for services rendered in their capacity as director.

- (2) “**Perquisites**” means benefits that are provided to a Named Executive Officer or director that are not generally available to all the employees and that, in aggregate, are greater than the following amounts for the financial year: (a) \$15,000, if the Named Executive Officer’s or director’s total salary is \$150,000 or less; (b) 10% of the Named Executive Officer’s or director’s salary, if the Named Executive Officer’s or director’s total salary is greater than \$150,000 but less than \$500,000; or (c) \$50,000, if the Named Executive Officer’s or director’s total salary is \$500,000 or greater.

Options and Other Compensation Securities

For the financial year ending on December 31, 2023, the Company did not have any incentive plans under which compensation securities could be awarded other than the Omnibus Incentive Plan.

Compensation Securities

Directors and Named Executive Officers of the Company did not receive any Options or RSUs under the Omnibus Incentive Plan for their services provided to the Company during the financial year ended on December 31, 2023.

During the fiscal year ended December 31, 2023, none of the Named Executive Officers or directors of the Company exercised any options and no RSUs vested.

Long-Term Incentive Plan

As of the date of this Circular, the Company does not currently have a long-term incentive plan, other than the Omnibus Incentive Plan. At the Meeting, Shareholders will be asked to re-approve the Omnibus Incentive Plan.

Defined Benefit or Actuarial Plan

The Company does not currently have a defined benefit or actuarial plan under which benefits are determined primarily by final compensation (or average final compensation) and years of services.

Employment, Consulting and Management Agreements

The Company had no employment contracts with any of its directors or Named Executive Officers for the financial year ended December 31, 2023.

There were no management functions of the Company or any of its subsidiaries which were to any substantial degree performed by a person or company other than the directors or executive officers of the Company or its subsidiaries.

Summary of Material Terms

The following describes the material terms of each consulting agreement or arrangement under which compensation was provided during the financial year ended December 31, 2023 or is payable as of the date of this Circular in respect of services provided to the Company by a director of the Company and a Named Executive Officer.

| Name and Position | Notice Period | Monthly Fees | Severance on Termination | Payment related to Change of Control |
|---|---------------|--------------|--------------------------|--|
| Simon Marcotte President and CEO | 12 months | \$20,833.33 | \$250,000 | \$600,000, being 24 months base fees plus aggregate cash bonuses paid in the 24 months prior to the Change in Control. |
| Greg Duras CFO | 6 months | \$7,500 | \$45,000 | \$205,000, being 24 months base fees plus aggregate cash bonuses paid in the 24 months prior to the Change in Control. |
| Peter Damouni, Executive Director | 12 months | \$20,833.33 | \$250,000 | \$600,000 being 24 months base fees plus aggregate cash bonuses paid in the 24 months prior to the Change in Control. |
| Michael Edwards COO and Director | 6 months | \$15,000.00 | \$90,000 | \$180,000, being 12 months base fees plus aggregate cash bonuses paid in the 12 months prior to the Change in Control. |

Change of Control Provisions

As used herein, "Change in Control" shall be defined as the occurrence of any one or more of the following events:

- (1) the acquisition, directly or indirectly, by any person (person being defined as an individual, a corporation, a partnership, an unincorporated association or organization, a trust, a government or department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual and an associate or affiliate of any thereof as such terms are defined in the *Business Corporations Act (British Columbia)*) or group of persons acting jointly or in concert, as such terms are defined in the *Securities Act, Ontario* of: (A) shares or rights or options to acquire shares of the Company or securities which are convertible into shares of the Company or any combination thereof such that after the completion of such acquisition such person would be entitled to exercise 50% or more of the votes entitled to be cast at a meeting of the Shareholders; (B) shares or rights or options to acquire shares, or their equivalent, of any material subsidiary of the Company or securities which are convertible into shares of the material subsidiary or any combination thereof such that after the completion of such acquisition such person would be entitled to exercise 50% or more of the votes entitled to be cast a meeting of the shareholders of the material subsidiary; or (C) more than 50% of the material assets of the Company, including the acquisition of more than 50% of the material assets of any material subsidiary of the Company; or
- (2) as a result of or in connection with: (A) a contested election of directors; or (B) a

consolidation, merger, amalgamation, arrangement or other reorganization or acquisitions involving the Company or any of its affiliates and another corporation or other entity, the nominees named in the most recent management information circular of the Company for election to the Board do not constitute a majority of the Board.

Summary of Termination Payments

The estimated incremental payments, payables and benefits that might be paid to Named Executive Officers pursuant to the above noted agreements in the event of termination without cause or after a Change of Control (assuming such termination or Change of Control is effective as of December 31, 2023) are detailed below:

| Named Executive Officer | | Termination not for Cause (\$) | Termination on a Change of Control Approved by Board (\$) | Termination on a Change of Control Not Approved by Board (\$) |
|---|--------------------------------|--------------------------------|---|---|
| Simon Marcotte President and CEO & Director | Salary and Quantified Benefits | \$250,000 | \$500,000 | \$500,000 |
| | Bonus | - | \$100,000 | \$100,000 |
| | Total | \$250,000 | \$600,000 | \$600,000 |
| Greg Duras CFO & Corporate Secretary | Salary and Quantified Benefits | \$45,000 | \$180,000 | \$180,000 |
| | Bonus | - | \$30,000 | \$30,000 |
| | Total | \$45,000 | \$210,000 | \$210,000 |
| Peter Damouni, Executive Director | Salary and Quantified Benefits | \$250,000 | \$500,000 | \$500,000 |
| | Bonus | - | \$100,000 | \$100,000 |
| | Total | \$250,000 | \$600,000 | \$600,000 |
| Michael Edwards COO and Director | Salary and Quantified Benefits | \$90,000 | \$180,000 | \$180,000 |
| | Bonus | - | - | - |
| | Total | \$90,000 | \$180,000 | \$180,000 |
| TOTAL | | \$635,000 | \$1,590,000 | \$1,590,000 |

The Company has not, as yet, adopted a policy restricting its directors or Named Executive Officers from purchasing instruments, including, for greater certainty, prepaid variable forward contracts, equity swaps, collars, or units of exchange funds, that are designated to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by the directors or Named Executive Officers.

In light of the Company's size, the Board does not deem it necessary to consider at this time the implications of the risks associated with its compensation policies and practices.

Pension Plan Benefits

No pension or retirement benefit plans have been instituted by the Company and none are proposed at this time.

CORPORATE GOVERNANCE PRACTICES

The following sets out the corporate governance practices of the Company and describes the Company's coordinated approach to continuous improvement and overarching principal to the delivery of long-term oriented governance, transparency and corporate citizenship. The Company's corporate governance practices comply with NI 58-101, National Policy 58-201 – *Corporate Governance Guidelines*, together with all other regulatory and statutory requirements.

Board of Directors

The Board of Directors (the "**Board**") has the oversight responsibility and stewardship for the conduct of business of Black Swan Graphene Inc. (the "**Company**"). The Board's fundamental objectives are to maximize shareholder value by ensuring the Company meets its business objectives and operates in an ethical, safe and sustainable manner.

The Board operates by delegating certain authorities to Management and through constitution of committees of the Board and reserving certain powers to itself. The majority of the Board is comprised of independent Directors. The Chair of each Board committee acts within the parameters set by their respective committee charters which are reviewed annually.

The Board will engage in performance reviews for each of the CEO and the Chairman based on their respective roles and responsibilities.

Chairman of the Board

The Chairman, Mr. Harry Swan, is considered by the Board to be independent of management. He was elected Chairman of the Board on September 28, 2022. Mr. Swan was nominated to stand as Chairman to act in the best interests of the Shareholders based on his financial acumen and experience with chemical products and advanced materials. Mr. Swan's expertise and broad international experience materially enhances the skills and experience of the Board.

Mr. Swan provides leadership to the Directors in discharging their duties effectively and independently of Management and continues to encourage a Board culture of openness and debate. To create a cohesive Board, he encourages sharing of each Director's unique knowledge, experience, and perspective on the Company's business. The Chairman represents the independent Directors in discussions with Management with respect to corporate governance, compensation and other matters.

The Chairman's role includes setting the agenda in consultation with the CEO; ensuring all required business is brought before the Board, such that, the Board is able to carry out all of its duties to manage or supervise the management of the business and affairs of the Company. The Chairman will lead the Board in strategic issues and shareholder views and will act as liaison between Management and the Board. The Chairman's performance is assessed annually and shared with the entire Board.

The Chairman, together with the President and CEO, will ensure that the Board, the Committees of the Board, individual Directors and the senior officers, understand and discharge their corporate governance obligations.

President and CEO

Mr. Simon Marcotte was appointed President and CEO and a member of the Board of Directors on September 28, 2022. He is considered non-independent by the Board as a Management representative on the Board.

Mr. Marcotte offers sound business judgement, financial acumen, and resource experience to the Board together with unquestioned honesty, integrity and moral character. Mr. Marcotte encourages open communications with all employees and is steadfast towards the best interests of the Company and all its stakeholders.

Mr. Marcotte works collaboratively with the Board and is accountable for the performance of the Company by identifying business opportunities, related risks and risk mitigation strategies with the intent to enhance shareholder value through the discovery, acquisition, development and marketing of such business opportunities.

The CEO reports regularly to the Board in a spirit of openness and trust, on the progress of the business goals and objectives. He describes the potential impact on the Company's business goals and financial performance on material developments and the implementation of strategy. The CEO will set the budget and monitor the financial performance of the Company against such budget.

The CEO is accountable for the achievement of the Company's business goals and objectives in a socially and environmentally responsible manner which will guide the decisions and actions of the CEO.

Responsibilities of the Board

The Board is responsible for establishing the overall policies and standards for the Company in the operation of its businesses and reviewing and approving the Company's strategic plans. In addition, the Board monitors and assesses overall performance and progress in meeting the Company's goals.

The Board consists of a majority of “independent” directors as defined in National Instrument 52-110 – *Audit Committees* (“**NI 52-110**”). Peter Damouni, Michael Edwards & Simon Marcotte are not considered to be independent directors by the Board due to their executive positions with the Company. Mr. Humphrey, Mr. McDowell, Mr. Deak and Mr. Swan are considered to be independent. The Board reviews the independent status of each Board member annually. In accordance with NI 52-110, the independence status checklist confirms that no “material relationship” exists with the members of Board and the Audit Committee that would prevent those nominated from acting independently of management of the Company, including a review of current and past commercial, charitable, industrial, banking, consulting and legal relationships. Detailed information regarding each director, including other public directorships, can be found in this Circular.

The meeting frequency of the Board is determined by the business and affairs of the Company. The agenda is set by the Chairman in consultation with the CEO.

Committees of the Board

The Audit Committee is a permanent committee of the Board, which reports directly to the Board. The following is a description of the Audit Committee:

Audit Committee

The audit committee of the Board (the “**Audit Committee**”) is composed of three directors, a majority of whom are independent and all of whom meet the financial literacy and experience requirements of NI 52-110 and have the confidence to make responsible financial decisions on behalf of the Company. The Board reviews the independent status of each of the members of the Audit Committee annually. The following table sets out the current members of the Audit Committee:

| AUDIT COMMITTEE | | |
|------------------------|---------------|-----------------|
| Chair | Peter Damouni | Non-Independent |
| Other Member | Harry Swan | Independent |
| Other Member | Brad Humphrey | Independent |

At each quarterly meeting, the Audit Committee reviews the Company’s interim financial statements and related management’s discussion and analysis as well as the annual audited financial statements of the Company and recommends approval of same by the Board. The Audit Committee reviews and recommends approval by the Board of any financing proposals the Audit Committee deems appropriate.

There is an annual review of the Company’s internal control processes and procedures and accounting and disclosure principles and practices followed by management of the Company in preparation of the financial statements and other publicly reported financial information. The Audit Committee reports to the Board on any deficiencies and material weaknesses identified. Risk management systems and processes including significant financial risks or exposures are also reviewed by the Audit Committee presented to the Board for approval.

A copy of the Audit Committee Charter can be found at Schedule “B” hereto.

External Auditor

The audit scope and plan of the external auditor is reviewed annually including a report to the Board on the performance of the external auditor. The Audit Committee pre-approves any non-audit services to be completed by the external auditor and sets the compensation of such external auditor. The Audit Committee meets independently with the external auditor at least once per year without the presence of management of the Company.

External Auditor Service Fees

The Audit Committee has reviewed the nature and amount of the non-audited services provided by McGovern Hurley LLP, Chartered Accountants, of Toronto, Ontario to the Company to ensure auditor independence. Fees incurred with McGovern Hurley LLP, Chartered Accountants, of Toronto, Ontario for audit and non-audit services in the last two fiscal years are outlined in the following table:

| Financial Year Ending | Audit Fees | Audit Related Fees ⁽¹⁾ | Tax Fees ⁽²⁾ | All Other Fees ⁽³⁾ |
|------------------------------|-------------------|--|--------------------------------|--------------------------------------|
| December 31, 2023 | \$71,101 | Nil | \$7,758 | \$3,201 |
| December 31, 2022 | \$50,000 | Nil | \$86,246 | Nil |

Notes:

- (1) Fees charged for assurance and related services reasonably related to the performance of an audit, and not included under "Audit Fees".
- (2) Fees charged for tax compliance, tax advice and tax planning services.
- (3) Fees for services other than disclosed in any other column.

Compensation Program

The Board is responsible for overseeing the compensation program which is designed to reward such matters as market success, share performance and the ability to implement strategic plans, while providing its senior executives with a level of salary and benefits that is commensurate with other industry competitors. In determining compensation matters, the Board may consider a number of factors, including the Company's performance, the value of similar incentive awards to officers performing similar functions at comparable companies, the awards given in past years and other factors it considers relevant. The Board did not retain a compensation consultant in 2023. The Board may convene meetings without the presence of any related Director or non-independent member, at the pleasure of the independent members, and whom will be excused from attending meetings or voting on matters related to director nomination and compensation.

Management will undertake a comprehensive review of the Company's compensation philosophy including CEO and non-CEO officer and director compensation levels, incentive-compensation plans and equity-based plans including awards of stock option grants, RSUs and DSUs and make recommendations to the Board. See Statement of Executive Compensation, within this Circular for more information about the compensation levels received by Directors in 2023. The Board approves appointments of executives reporting to the CEO and membership of the Executive Team

and approves material changes to the organizational structure involving direct reports to the CEO.

Nomination and Succession Planning

The Board manages the nomination process and succession planning process for the Company including appointing the CEO of the Company and shall determine the terms of such appointment and, together with the CEO, develop the roles and responsibilities of the CEO and set corporate goals and objectives; approve the appointment of executives reporting to the CEO and membership of the Executive Team, and approve material changes to the organizational structure involving direct reports to the CEO; develop succession plans for the Chairman and CEO and for direct reports to the CEO. The Board, together with the CEO, provide equal opportunity for the professional development and advancement of all employees of the Company; support innovation and continued learning opportunities including personal development.

A review of Board and committee composition will take place annually which includes the size and legal requirements of each Committee's composition including 'independent' status in accordance with NI 58-101. Management determines the appropriate number of directors to sit on the Board given the size of the Company, ensuring the Board operates in an efficient manner. The Board will identify qualified individuals to serve as members of the Board and its committees, recommending such individuals to the Board for election by shareholders at the next annual meeting and maintaining a list of potential directors. The Board takes several factors into consideration for new directors including reviewing the skills and competencies of the current directors with a view to enhancement of the Board and establishes and assesses measurable diversity objectives.

All new directors receive a set of company policies and procedures for review including the Board mandate and committee charters, annual rolling calendar of meetings, corporate policies, and other relevant corporate and business information. Senior Management make regular presentations to the Board and outside advisors provide advice on a variety of corporate issues including Board practices, legal and regulatory compliance and liability.

Code of Business Conduct and Ethics

Black Swan has adopted a Code of Business Conduct and Ethics (the "Code") which sets out the basic standards of ethical and legal business conduct and integrity to which we must hold ourselves accountable. The Code provides guidance for conducting our business activities and clearly explains the values and standards of behaviour expected from all employees, directors and officers of Black Swan.

We must hold ourselves accountable to the highest standard of business conduct and integrity; respecting the rights of others and acting responsibly is essential to achieving sustainable business practices in pursuit of our corporate goals. At Black Swan, we are committed to providing a workplace environment based on ethical business practices, mutual respect, honesty and integrity.

Conflicts of interest can arise in practically every area of our business. A 'conflict of interest' exists

whenever an individual's personal interests interfere or conflict with the interests of Black Swan. We must strive to conduct ourselves, in an ethical and practical manner, whenever actual or apparent conflicts of interest may exist between personal and/or professional relationships. All decisions must be made in the best interests of Black Swan. As such we should avoid business, financial or other relationships with suppliers, customers or competitors that might impair or appear to impair how we exercise judgment.

Compliance with the Code is monitored by the Board. A copy of the Code can be found on www.sedarplus.ca under the Black Swan profile.

Health, Safety, Environmental and Corporate Social Responsibility

Providing a safe and healthy workplace is of utmost importance to Black Swan. Whether working in an office setting, worksite or mine site, it is prudent to follow safety and security procedures and always report any circumstance that appears to represent a threat or risk to ourselves, others or to the environment.

Black Swan will review the HSE, Sustainability and Business Conduct of all companies it does business with and will actively work to ensure that each company operates in line with Black Swan' Governance Standards and requirements.

Risk Management

The Board, through its Audit Committee, reviews both economic and business risks for the Company annually.

The effectiveness of the Company's internal financial controls are reviewed annually to ensure the Company prepares timely financial statements in accordance with International Financial Reporting Standards (IFRS), and such financial statements are subject to an annual external independent audit. Management must seek Board approval for any transaction that would have a significant impact on the strategic plan.

Market Disclosure

We are committed to maintaining the highest standard of disclosure, ensuring that all investors and potential investors have the same access to timely, accurate, consistent and fair disclosure of information to enable them to make informed and orderly market decisions.

The Audit Committee manages compliance with market disclosure and is responsible for implementing reporting processes and controls for the release of information. The Audit Committee is responsible for monitoring all Company information placed on the website to ensure it is accurate, complete and up-to-date and in compliance with all relevant securities laws.

Insider Trading

To safeguard against insider trading, the Company intends to implement a Timely Disclosure and Insider

Trading Policy which will set out the requirements and limitations for all directors, officers, employees and consultants of the Company in connection with the trading of securities.

Treatment of Minority Shareholders

The Board engages and communicates with all shareholders at the annual shareholders meeting ensuring board representation is present and providing the opportunity for discussion. Key members of management, including the CEO and Chairman, are also present at the annual shareholders meeting. The Board ensures minority shareholders have voting rights, including proxy access, and that all shareholders are provided fair disclosure and equal treatment including communication via the Company's website at www.blackswangraphene.com and under the Company's profile on SEDAR+ at www.sedarplus.ca.

Director Engagement/Election (Voting Standard)

The Board and management of the Company continuously communicate with shareholders through timely information posted to the Company's website, regulator websites, and other forms of social media. Shareholders are encouraged to sign-up to receive automated updates at our website www.blackswangraphene.com or communicate via email with the CEO.

The Board is represented by one director (usually the Chairman) and two senior executives (CEO and Vice President, Corporate Development) at each annual meeting of shareholders. The Chairman communicates to the Board on key shareholder issues.

The directors have unfettered access to management including all CEO reports.

The directors will be elected by majority voting.

Board Renewal

In accordance with the constating documents of the Company, unless a director's office is vacated earlier, each director serves until the next annual meeting of shareholders, or until his successor is duly elected. The Company has not adopted term limits for the directors on its board or other mechanisms of Board renewal because the current board is composed of people that have unique skills and contacts that is considered appropriate for the Company at this stage of development.

Assembling a board of directors that has an appropriate mix of skills, experience and other qualities provides management with effective leadership and direction to support the Company's strategic growth. As a result, the Company does not impose term limits on its directors and has not adopted strict Board renewal criteria. While the Company recognizes the value of adding new and different perspectives to the Board from time to time, the Company also values the benefits to be achieved by continuity and the Company's directors having the opportunity to gain in-depth knowledge and experience with the Company's business and operations. The Company believes that the best means to achieve Board renewal is for it to happen organically, and in concert with a robust nomination process that considers a range of factors, including existing tenure and diversity, when identifying and selecting candidates for election and re-election to the Board. The Board assessment process helps to determine Board effectiveness and identify areas it may need to enhance when recruiting new director candidates for nomination to the Board.

To identify new candidates for recommendation for appointment to the Board, the Board considers all

aspects of board diversity to ensure the Board has complimentary and diverse skillsets, background and experiences. Diversity, along its multiple dimensions, is reviewed including gender diversity, technical skill-base and financial acumen. Black Swan recruits and promotes based on individual competence, experience, qualification and performance.

Diversity

The Company recognizes the benefits of diversity within its Board, at the senior management level and all levels of the organization. Due to its size, industry sector and the number of members of the Board and management, the Company has not adopted a formal written policy on the search for and selection of members who are women, Indigenous peoples (First Nations, Inuit and Métis) (“Indigenous peoples”), members of visible minorities and persons with disabilities (collectively, the “Designated Groups”). The Company does not believe that a formal policy would enhance the representation of Designated Groups on the Board and the management beyond the current recruitment and selection process.

The Company evaluates the necessary competencies, skills, experience, and other qualifications of each candidate as a whole and beneficial ownership of or considers the representation of Designated Groups as one of many factors in the recruitment and selection of candidates for Board and management positions. The Company recognizes the value of individuals with diverse attributes on the Board and in management positions. However, the Board has not adopted formal targets regarding members of Designated Groups being represented on the Board or holding management positions. The representation of Designated Groups is one of many factors considered in the overall recruitment and selection process in respect of the Board and management positions at the Company. The Board does not believe that formal targets would enhance the representation of Designated Groups on the Board or in management positions beyond the current recruitment and selection process. As of the date of this Circular, none of the Company’s directors and officers were women. The Company, at its current size and state of development, has not found it necessary to create a diversity policy to annually report on measurable objectives with respect to diversity.

As the Company develops, the Board intends to review its practices, and if deemed necessary in the future, the Board may consider adopting a policy. The number of women and the overall diversity of the Board are specific factors the Company has and will continue to consider when it identifies and nominates candidates for election or re-election to the Board. Similarly, the Company also considers the representation of women and overall level of diversity when it identifies and appoints candidates for officer positions. The development and advancement of women within the Company is a goal that the Company is committed.

Orientation and Continuing Education

Upon appointment, each new director receives orientation including a copy of the Code of Business Conduct and Ethics and other Company policies for acknowledgement signature. Each new director will receive committee charters and the rolling calendar of meetings.

The Board is continually educated on the Company’s industry, board duties and obligations as well as benchmarked data and industry standard information. The committee charters and the Company policies are viewed annually and approved by the Board. Directors are encouraged to share experiences and to pursue educational opportunities to further their knowledge of directors’ duties. Directors have full and unfettered access to officers and employees of the Company and may arrange meetings either directly or through the Chairman, the President and CEO or the Corporate Secretary. Management provides business

and strategy objectives status updates at each meeting of the Board.

Board Assessments

The Board and its individual directors are assessed on an informal basis continually as to their effectiveness and contribution. The Chairman of the Board encourages discussion amongst the Board as to evaluation of the effectiveness of the Board as a whole and of each individual director. All directors are free to make suggestions for improvement of the practice of the Board at any time and are encouraged to do so.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

No executive officer, director, employee, former executive officer, former director, former employee, proposed nominee for election as a director, or associate of any such person has been indebted to the Company or its subsidiaries at any time since the commencement of the Company's last completed financial year. No guarantee, support agreement, letter of credit or other similar arrangement or understanding has been provided by the Company or its subsidiaries at any time since the beginning of the most recently completed financial year with respect to any indebtedness of any such person.

DIRECTORS' AND OFFICERS' INSURANCE AND INDEMNIFICATION

The Company maintains insurance for the benefit of its directors and officers against liability in their respective capacities as directors and officers. The Company has purchased in respect of directors and officers and aggregate of \$5,000,000 in coverage as well as \$5,000,000 in excess coverage. The approximate amount of premiums paid by the Company during the financial year ended December 31 2023, in respect of such insurance was \$25,650. No claims have been made or paid during the financial year ended December 31, 2023

ADDITIONAL INFORMATION AND CONTACT INFORMATION

Additional information relating to the Company may be found under the Company's profile on SEDAR+ at www.sedarplus.ca. Additional financial information is provided in the Financial Materials, which can be found on the Company's website at www.blackswangraphene.com and under the Company's profile on SEDAR+ at www.sedarplus.ca. Shareholders may also request these documents from the by email at info@blackswangraphene.com.

APPROVAL OF THE BOARD

The contents of this Circular and the sending thereof to the Shareholders have been approved by the Board.

Toronto, Ontario, August 20, 2024

BY ORDER OF THE BOARD OF DIRECTORS

(signed) "*Simon Marcotte*"

President, Chief Executive Officer and Director

SCHEDULE "A"

OMNIBUS EQUITY INCENTIVE PLAN

ESTABLISHMENT, PURPOSE, AND DURATION

(1) Establishment of the Plan

Black Swan Graphene Inc. (the "**Company**") hereby establishes an equity incentive plan to be known as the Omnibus Equity Incentive Plan (as the same may be amended from time to time in accordance with its terms, the "**Plan**"). The Plan permits the grant of Options to purchase common shares, Restricted Share Units, Deferred Share Units and Performance Share Units. The Plan was approved by the Board (as defined below) on August 2, 2022 (the "**Effective Date**"), subject to approval by the shareholders of the Company. The Plan shall commence as of the Effective Date, and shall remain in effect until terminated by the Board pursuant to Section 10(10) hereof.

(2) Purposes

The purposes of the Plan are: (i) to promote a significant alignment between officers and employees of the Company and its affiliates (as defined below) and the long term growth objectives of the Company; (ii) to associate a portion of participating employees' compensation with the performance of the Company over the long term; and (iii) to attract, motivate and retain the key employees to drive the business success of the Company and its subsidiaries.

INTERPRETATION

(1) Definitions

When used herein, unless the context otherwise requires, the following terms have the following meanings, respectively:

"**affiliate**" has the meaning ascribed thereto in section 1.3 of *Regulation 45-106 respecting Prospectus Exemptions* (Québec), as amended from time to time.

"**Annual Board Retainer**" means the annual retainer paid by the Company to a director in a fiscal year for service on the Board, together with Board committee fees, attendance fees and retainers to committee chairs.

"**Applicable Withholding Taxes**" has the meaning set out in Section 3(4).

"**Award**" means an Option, RSU, PSU or DSU granted under the Plan.

"**Award Agreement**" means an Option Agreement, PSU Agreement, RSU Agreement or DSU Agreement pursuant to which an Award is granted, as the context requires.

"**Award Date**" means the date the Board grants an Award to a Participant under the Plan.

"**Blackout Period**" means any period imposed by the Company, during which specified individuals, including Insiders of the Company, are prohibited from trading in the Company's securities pursuant to securities regulatory requirements or the Company's written policies (including for greater certainty any period during which specific individuals are restricted from trading because they have undisclosed Material Information), but does not include any period when a regulator has halted trading in the Company's securities.

“Board” means the board of directors of the Company as constituted from time to time, unless a Committee has been constituted and the Committee has been charged with the responsibility of administering the Plan, in which case all references in the Plan to the Board shall be deemed to be references to the Committee.

“Business Day” means any day, other than a Saturday, Sunday or statutory holiday in the Province of Québec, on which commercial banks in Montréal, Québec are open for business.

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

- (a) any transaction (other than a transaction described in clause (b) below) pursuant to which any Person or group of Persons acting jointly or in concert acquires the direct or indirect beneficial ownership of securities of the Company representing 50% or more of the aggregate voting power of all of the Company’s then issued and outstanding securities entitled to vote in the election of directors of the Company;
- (b) there is consummated an arrangement, amalgamation, merger or similar transaction involving (directly or indirectly) the Company and, immediately after the consummation of such arrangement, amalgamation, merger or similar transaction, the shareholders of the Company immediately prior thereto do not beneficially own, directly or indirectly, either (i) outstanding voting securities representing more than 50% of the combined outstanding voting power of the surviving or resulting entity in such arrangement, amalgamation, merger or similar transaction or (ii) more than 50% of the combined outstanding voting power of the parent of the surviving or resulting entity in such arrangement, amalgamation, merger or similar transaction, in each case in substantially the same proportions as their beneficial ownership of the outstanding voting securities of the Company immediately prior to such transaction;
- (c) the sale, lease, exchange, license or other disposition of all or substantially all of the Company’s consolidated assets to a Person other than a Person that was an affiliate of the Company at the time of such sale, lease, exchange, license or other disposition, other than a sale, lease, exchange, license or other disposition to an entity, more than fifty percent (50%) of the combined voting power of the voting securities of which are beneficially owned by shareholders of the Company in substantially the same proportions as their beneficial ownership of the outstanding voting securities of the Company immediately prior to such sale, lease, exchange, license or other disposition;
- (d) the passing of a resolution by the Board or shareholders of the Company to substantially liquidate the assets of the Company or wind-up the Company’s business or significantly rearrange its affairs in one or more transactions or series of transactions or the commencement of proceedings for such a liquidation, winding-up or re-arrangement (except where such re-arrangement is part of a bona fide reorganization of the Company in circumstances where the business of the Company is continued and the shareholdings of shareholders of the Company remain substantially the same following the re- arrangement); or
- (e) individuals who, as of the date hereof, are members of the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the members of the Board; provided, however, that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member will, for purposes of the Plan, be considered as a member of the Incumbent Board

“Committee” means the committee of the Board responsible for recommending to the Board the compensation of the key employees, Directors and Consultants.

“Company” means Black Swan Graphene Inc. and any of its successors.

“Consultant” means an individual who:

- (a) is engaged to provide, on an ongoing bona fide basis, consulting, technical, management, investor relations or other services to the Company or any Subsidiary other than services provided in relation to a “distribution” (as that term is defined in the *Securities Act* (Québec));
- (b) provides the services under a written contract between the Company or any Subsidiary and the individual or a Consultant Entity; and
- (c) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the affairs and business of the Company or any Subsidiary.

“Consultant Entity” means a Consultant that is not an individual.

“Deferred Share Unit” or **“DSU”** means a unit designated as a Deferred Share Unit representing the right to receive one Share (or its cash equivalent) in accordance with the terms set forth in the Plan.

“Director” means a non-employee member of the board of directors of any Participating Entity.

“Disability” or **“Disabled”** means any incapacity or inability of a particular Participant, including any physical or mental incapacity, disease or affliction of the Participant as determined by a legally qualified medical practitioner or by a court, which has prevented or which will likely prevent the Participant from performing the essential duties of his position (taking into account reasonable accommodation by the Corporation) for a continuous period of 180 days or for any cumulative period of 270 days in any 360 consecutive day period;

“DSU Agreement” means a signed, written agreement between a DSU Participant and the Company, substantially in the form attached as Schedule “E” hereto, subject to any amendments or additions thereto as may, in the discretion of the Board, be necessary or advisable, evidencing the terms and conditions on which a DSU has been granted under the Plan.

“DSU Election Notice” means an election notice substantially in the form attached hereto in Schedule “F” (subject to any amendments or additions thereto as may, in the discretion of the Board, be necessary or advisable).

“DSU Participant” means a Director of the Company who has been designated by the Company for participation in the Plan, who has agreed to participate in the Plan and to whom Deferred Share Units have or will be granted hereunder.

“DSU Payment Date” means, with respect to a Deferred Share Unit granted to a DSU Participant, no later than December 31, of the fiscal year following the fiscal year in which the DSU Termination Date occurred.

“DSU Settlement Notice” means a notice, in substantially the form attached hereto in Schedule “G” (subject to any amendments or additions thereto as may, in the discretion of the Board, be necessary or advisable), by the Company electing the desired form of settlement of Deferred Share Units.

“DSU Termination Date” of a DSU Participant means, the day that the DSU Participant ceases to be a Director of the Company and, if applicable, an employee of the Company for any reason.

“Elected Amount” has the meaning set out in Section 8(3)(a).

“Exercise Notice” means a notice in writing substantially in the form set out in Schedule “A” hereto signed by a Participant and stating the Participant’s intention to exercise a particular Option granted under the Plan.

“Exercise Period” means the period of time during which an Option granted under the Plan may be exercised.

“Exercise Price” means the price at which Shares may be purchased on the exercise of an Option granted under the Plan.

“Expiry Date” means:

- (a) in respect of any Option, the tenth (10th) anniversary of its Award Date unless an earlier date is specified by the Board; and
- (b) in respect of any Share Unit, the date specified in the applicable Award Agreement, if any, as the date on which the Share Unit will be terminated and cancelled or, if later or no such date is specified in the applicable Award Agreement, December 31 of the third (3rd) calendar year commencing after the Award Date, in the case of each, subject to extension in the event the Expiry Date occurs during a Blackout Period in which case, but subject to Section 4(5)(b) in respect of Share Units, the Expiry Date shall be extended until 10 Business Days after the end of the Blackout Period.

“Insider” has the meaning ascribed thereto in TSX-V Policy 1.1.

“Investor Relations Activities” has the meaning ascribed thereto in TSX-V Policy 1.1.

“Investor Relations Service Provider” has the meaning ascribed thereto in TSX-V Policy 4.4.

“Market Value” on any particular day means the market price of one (1) Share and shall be calculated by reference to the closing price for a board lot of Shares on the TSX-V, on that day, or if at least one (1) board lot of Shares shall not have been traded on the TSX-V on that day, on the immediately preceding day for which at least one (1) board lot was so traded (or, if such Shares are not listed and posted for trading on the TSX-V, on such stock exchange on which such Shares are listed and posted for trading as may be selected for such purpose by the Board). In the event that the Shares are not listed and posted for trading on any stock exchange, the Market Value shall be the fair market value of such Shares as determined by the Board in its discretion.

“Material Information” has the meaning ascribed thereto in TSX-V Policy 1.1.

“Option” means a right granted to a Participant to purchase Shares on the terms set out in the Plan.

“Option Agreement” means a signed, written agreement between a Participant and the Company, substantially in the form attached as Schedule “B” hereto, subject to any amendments or additions thereto as may, in the discretion of the Board, be necessary or advisable, evidencing the terms and conditions on which an Option has been granted under the Plan.

“Outstanding Issue” means the number of Shares that are outstanding (on a non-diluted basis) immediately prior to the grant of Award in question.

“Participant” means an employee, Director or Consultant of a Participating Entity who the Board determines may participate in the Plan (and includes, where appropriate, a DSU Participant).

“Participating Entity” means the Company and any affiliate of the Company which is designated by the Board from time to time.

“Performance Goals” means performance goals expressed in terms of attaining a specified level of the particular criteria or the attainment of a percentage increase or decrease in the particular criteria, and may be applied to one or more of the Company, a subsidiary of the Company, a division of the Company or a subsidiary of the Company, or an individual, or may be applied to the performance of the Company or a subsidiary of the Company relative to a market index, a group of other companies or a combination thereof, or on any other basis, all as determined by the Board in its discretion, which may be measured over a specified period;

“Performance Period” means, with respect to PSUs, the period specified by the Board for achievement of any applicable Performance Goals as a condition to Vesting.

“Performance Share Unit” or **“PSU”** means a right granted to a Participant to receive a Share or its cash equivalent that generally becomes Vested, if at all, following a period of continuous employment and subject to the attainment of Performance Goals and the satisfaction of such other conditions to Vesting, if any, as may be determined by the Board.

“Person” means any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, and a natural person in such person's capacity as trustee, executor, administrator or other legal representative.

“Plan” has the meaning set out in Section 1(1).

“Policy 4.4” means Policy 4.4 – *Security Based Compensation* of the TSX-V Manual.

“Predecessor Plan” has the meaning set out in Section 1(3).

“PSU Account” has the meaning set out in Section 6(3).

“PSU Agreement” means a signed, written agreement between a Participant and the Company, substantially in the form attached as Schedule “C” hereto, subject to any amendments or additions thereto as may, in the discretion of the Board, be necessary or advisable, evidencing the terms and conditions on which a PSU has been granted under the Plan.

“PSU Settlement Date” has the meaning set out in Section 6(5)(a)(i).

“Restricted Share Unit” or **“RSU”** means a right granted to a Participant to receive a Share or its cash equivalent that generally becomes Vested, if at all, following a period of continuous employment or tenure and subject to Time Vesting Conditions of the Participant with a Participating Entity.

“Retirement” means resignation in circumstances which the Board, in its discretion, determines is Retirement and on such terms as the Board may specify.

“RSU Account” has the meaning set out in Section 5(3).

“RSU Agreement” means a signed, written agreement between a Participant and the Company, substantially in the form attached as Schedule “D” hereto, subject to any amendments or additions thereto as may, in the discretion of the Board, be necessary or advisable, evidencing the terms and conditions on which an RSU has been granted under the Plan.

“RSU Settlement Date” has the meaning set out in Section 5(4)(a)(i).

“Security Based Compensation Plan” has the meaning ascribed thereto in Policy 4.4.

“Serious Reason” means any act or failure to act by the Employee constituting a “serious reason” under Article 2094 of the *Civil Code of Québec*;

“**Share**” means a common share of the Company.

“**Share Unit**” means either an RSU or a PSU as the context requires.

“**Share Unit Settlement Notice**” means a notice, in substantially the form attached hereto in Schedule “H” (subject to any amendments or additions thereto as may, in the discretion of the Board, be necessary or advisable), by the Company electing the desired form of settlement of Share Units.

“**subsidiary**” means an issuer that is Controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary, or any other entity in which the Company has an equity interest and is designated by the Plan administrator, from time to time, for purposes of the Plan to be a subsidiary;

“**Target Performance**” has the meaning set forth in Section 6(4);

“**Termination Date**” means a Participant’s last day of actual and active employment or the end of his or her term as a Director or Consultant, as applicable, and does not include any period of statutory, contractual or reasonable notice or any period of salary continuance or deemed employment.

“**Termination Notice**” has the meaning set out in Section 8(3)(a).

“**Time Vesting Conditions**” means any conditions relating to continued service with a Participating Entity for a period of time in respect of the Vesting of Share Units determined by the Board at the time of the Award.

“**TSX-V**” means the TSX Venture Exchange and any successor exchange.

“**TSX-V Manual**” means the TSX Venture Corporate Finance Manual, as amended from time to time, including such Staff Notices of the TSX-V from time to time which may supplement the same.

“**TSX-V Policy 1.1**” means Policy 1.1 – *Interpretation* of the TSX-V Manual.

“**Vested**” means (i) with respect to an Option, that it has become exercisable, and (ii) with respect to Share Units, the applicable Time Vesting Conditions, Performance Goals and/or any other conditions for Vesting in relation to a whole or a percentage of the number of Share Units covered by an Award determined by the Board in connection with each RSU or PSU granted pursuant to the Plan, as the case may be, have been met. “**Vest**” and “**Vesting**” have corresponding meanings.

“**Vesting Date**” means a date on which the applicable Time Vesting Conditions, Performance Goals for the Performance Period and/or any other conditions for a Share Unit becoming Vested are met.

“**Vesting Period**” means, with respect to an Award, a period specified by the Board, commencing on the Award Date and ending no later than immediately prior to the Expiry Date.

(2) Interpretation

The Plan is to be interpreted as follows:

- (a) The use of headings is for ease of reference only and does not affect construction or interpretation of the Plan.
- (b) Where the context so requires, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine and neutral genders.
- (c) References to Sections and Subsections are references to sections and subsections in the Plan, unless otherwise specified.

- (d) All amounts paid or values to be determined under the Plan shall be in Canadian dollars. Values determined in currencies other than Canadian dollars shall be converted into Canadian dollars using the prevailing applicable exchange rates on the day of grant. Any amounts paid in currencies other than Canadian dollars shall be converted from Canadian dollars to such other currency using the applicable prevailing exchange rate on the date preceding such payment.
- (e) Whenever the Board is to exercise discretion in the administration of the terms and conditions of the Plan or any Award, the term “discretion” means the “sole and absolute discretion” of the Board.
- (f) Where the words “including” or “includes” appear in the Plan, they mean “including (or includes) without limitation”.

ADMINISTRATION

(1) Administration

The Plan will be administered by the Board and the Board has complete authority, in its discretion, to interpret the provisions of the Plan. In administering and interpreting the Plan, the Board may adopt, amend and rescind administrative guidelines and other rules and regulations relating to the Plan and make all other determinations and take all other actions necessary or advisable for the implementation and administration of the Plan which the Board determines, in its discretion, are necessary or advisable. The Board's determinations and actions within its authority under the Plan are final, conclusive and binding on the Company, its affiliates and all other Persons.

(2) Delegation to Committee

To the extent permitted by applicable law, the Board may, from time to time, delegate to the Committee all or any of the powers conferred on the Board under the Plan. In such event, references to the Board mean and include the Committee and the Committee will exercise the powers delegated to it by the Board in the manner and on the terms authorized by the Board. Any decisions made or actions taken by the Committee arising out of or in connection with the administration or interpretation of the Plan within its authority under the Plan, are final, conclusive and binding on the Participating Entities and all other Persons.

(3) Eligibility

Participation in the Plan is entirely voluntary.

All employees and Directors of Participating Entities are eligible to participate in the Plan. In addition, and subject to applicable laws, the Board may determine in its discretion which Consultants are eligible to participate in the Plan. However, under no circumstances (i) may grants of PSUs be made to Directors under the Plan, (ii) may grants of RSUs or PSUs be made to Consultants under the Plan and (iii) may grants of RSUs, PSUs or DSUs be made to an Investor Relations Service Provider under the Plan.

Eligibility to participate in the Plan does not confer upon any Person any right to be granted Awards pursuant to the Plan. In addition, no Participant has any claim or right to be granted an Award (including an Award granted in substitution for any Award that has expired pursuant to the terms of the Plan).

(4) Taxes and Other Source Deductions

Notwithstanding any other provision contained herein, the relevant Participating Entity shall be entitled to withhold from any amount payable to a Participant, either under the Plan or otherwise, such amounts as may be necessary so as to ensure that the relevant Participating Entity is in compliance with all applicable

withholding tax or other source deduction liabilities relating to the settlement of Awards hereunder (the “**Applicable Withholding Taxes**”). Further, the relevant Participating Entity may elect to settle the cash equivalent amount in installments over the year in which the Award vests in accordance with local employment practices. It is the responsibility of the Participant to complete and file any tax returns which may be required within the periods specified in applicable laws as a result of the Participant’s participation in the Plan. The Company shall not be held responsible for any tax consequences to a Participant as a result of the Participant’s participation in the Plan and the Participant shall indemnify and save harmless the Company from and against any and all loss, liability, damage, penalty or expense (including legal expense), which may be asserted against the Company or which the Company may suffer or incur arising out of, resulting from, or relating in any manner whatsoever to any tax liability in connection therewith. For greater certainty, unless not required under the *Income Tax Act* (Canada) or any other applicable law, no cash payment will be made nor will Shares be issued until: (a) an amount sufficient to cover the Applicable Withholding Taxes payable on the settlement of Awards (including, for certainty, the exercise of any Options) has been received by the Company (or withheld by the Company as noted above, if applicable);

(b) the Participant undertakes to arrange, in a manner satisfactory to the Board, in its discretion, for such number of Shares to be sold as is necessary to raise an amount equal to the Applicable Withholding Taxes, and to cause the proceeds from the sale of such Shares to be delivered to the Company; or (c) the Participant has made other arrangements, satisfactory to the Board, in its discretion, to cover the Applicable Withholding Taxes payable on the settlement of Awards (including, for certainty, the exercise of any Options).

(5) Information

Each Participant shall provide the Company with all information the Company requires from that Participant in order to administer the Plan.

(6) Indemnification

Each member of the Board and Committee is indemnified and held harmless by the Company against any cost or expense arising out of any act or omission to act in connection with the Plan to the extent permitted by applicable law. This indemnification is in addition to any rights of indemnification a Board or Committee member may have as director or otherwise.

(7) Governing Law

The Plan and all Award Agreements entered into pursuant to the Plan shall be interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Québec and the federal laws of Canada applicable in that province.

(8) Total Shares Subject to Awards

Notwithstanding any other provision contained in the Plan, the maximum number of Shares available for issuance pursuant to the Plan and any other Security Based Compensation Plan of the Company shall not exceed 10% of the Outstanding Issue from time to time. In addition, the grant of Awards under the Plan is subject to the following additional limitations:

- (a) the aggregate number of Shares issuable to Insiders of the Company under the Plan or any other Security Based Compensation Plan of the Company shall not at any time exceed 10% of the Outstanding Issue and the aggregate number of Shares issuable to Insiders of the Company under the Plan or any other Security Based Compensation Plan of the Company, within a one-year period, shall not exceed 10% of the Outstanding Issue as at the date any Award is granted to any Insider of the Company (unless the Company has obtained disinterested shareholder approval in respect thereof);

- (b) the aggregate number of Shares issuable to any one Person under the Plan or any other Security Based Compensation Plan of the Company, within a one-year period, shall not at any time exceed 5% of the Outstanding Issue as at the date any Award is granted to the Person (unless the Company has obtained disinterested shareholder approval in respect thereof);
- (c) the aggregate number of Shares issuable to any one Consultant under the Plan or any other Security Based Compensation Plan of the Company, within a one-year period, shall not at any time exceed 2% of the Outstanding Issue as at the date any Award is granted to the Consultant; and
- (d) the aggregate number of Shares issuable to all Persons retained to provide Investor Relations Activities under the Plan or any other Security Based Compensation Plan of the Company, within a one-year period, shall not at any time exceed 2% of the Outstanding Issue as at the date any Option is granted to the Persons retained to provide Investor Relations Activities.

If for any reason, any Shares subject to issuance on the exercise of Options granted under the Plan are not issued, for reasons including the termination, expiration or cancellation of an Option, such Shares will again become available for issuance under the Plan. If any Share Units or DSUs granted under the Plan expire, terminate or are cancelled for any reason without being settled in the form of Shares issued from treasury, such Shares will again become available for issuance under the Plan.

The Plan is not considered an “evergreen” plan, since the Awards which have been exercised shall not be available for subsequent grants under the Plan and the number of Awards available to grant decreases as the number of issued and outstanding Shares increases.

(9) Award Agreements

All grants of Awards under the Plan will be evidenced by Award Agreements. Any one officer or director of the Company is authorized and empowered to execute on behalf of the Company and deliver an Award Agreement to a Participant.

(10) Copy of Plan

Each Participant, concurrently with the notice of the grant of the Award, shall be provided with a copy of the Plan. A copy of any amendment to the Plan shall be promptly provided by the Board to each Participant.

OPTIONS

(1) Grant of Options

The Board may, in its discretion, from time to time, subject to the provisions of the Plan and such other terms and conditions as the Board may prescribe, grant Options to any Participant, and the Participant shall execute an Option Agreement evidencing the same.

(2) Terms and Conditions of Options

Subject to this Section 4, the Board shall determine the following in its discretion with respect to each Option:

- (a) the number of Shares issuable on the exercise of such Option;
- (b) the Exercise Price subject to Section 4(3);
- (c) the Expiry Date;

- (d) the Vesting schedule, if any; and
- (e) such other terms and conditions as the Board may consider appropriate in its discretion,

provided, that Options granted to Persons retained to provide Investor Relations Activities shall Vest in stages over a period of not less than twelve (12) months with no more than 1/4 of the Options Vesting in any three-month period.

(3) Exercise Price

The Exercise Price under any Option will be as determined by the Board but may not be less than the Market Value of a Share at the Award Date.

(4) Term of Options

Subject to Section 4(8) and to any accelerated termination pursuant to the Plan, each Option expires on the Expiry Date. For greater certainty, each Option may be exercised at the latest on the 10th anniversary of the date it was granted.

(5) Payment of Exercise Price

Subject to the provisions of the Plan and any Option Agreement, Options may be exercised by delivery of a fully completed Exercise Notice to the Chief Executive Officer and/or Chief Financial Officer of the Company accompanied by payment in full of the applicable Exercise Price and any Applicable Withholding Taxes. The Exercise Price and any Applicable Withholding Taxes may be paid by wire transfer, certified cheque, bank draft or money order payable to the Company.

(6) Issue of Shares

No Shares will be issued or transferred until full payment of the Exercise Price therefor and any Applicable Withholding Taxes have been received by the Company and all conditions to the issue of the Shares have been met. As soon as practicable after receipt of any Exercise Notice and full payment of the Exercise Price and the satisfaction of all conditions to the issue of the Shares, the Company will deliver to the Participant a certificate or certificates representing the acquired Shares.

(7) Conditions to Delivery of Shares

The Company's obligation to issue and deliver Shares upon the exercise of any Option is subject to:

- (a) the satisfaction of all requirements under applicable laws in respect thereof and obtaining all approvals the Company shall determine to be necessary or advisable in connection with the authorization, issuance or sale thereof, including shareholder approval, if required; and
- (b) if such Shares are listed on any stock exchange or quotation market in Canada, compliance with the requirements of such stock exchanges or quotation markets.

(8) Extension of Options that Expire During a Blackout Period

If an Option would otherwise expire during a Blackout Period, the term of such Option shall automatically be extended until ten (10) Business Days after the end of the Blackout Period.

(9) Effect of Exercise

A Participant shall have no further rights, title or interest with respect to any Option that has been exercised.

RESTRICTED SHARE UNITS

(1) Grant of RSUs

The Board may, in its discretion, from time to time, subject to the provisions of the Plan and such other terms and conditions as the Board may prescribe, grant RSUs to any Participant, and the Participant shall execute an RSU Agreement. Each RSU will consist of a right to receive a Share, cash payment or a combination thereof (as provided in Section 5.4(a)), upon the settlement of such RSU.

(2) Number of RSUs

- (a) Each RSU Award Agreement shall set forth the type and Award Date of the Share Units evidenced thereby, the number of RSUs subject to such Award, the applicable Vesting conditions, and the applicable Vesting Period(s) and may specify such other terms and conditions consistent with the terms of the Plan as the Board shall determine or as shall be required under any other provision of the Plan.
- (b) The number of RSUs, including fractional RSUs, granted at any particular time pursuant to this Section 5 will be calculated by dividing (i) the amount payment that is to be paid in RSUs, as determined by the Board, by (ii) the greater of (A) the Market Value of a Share on the Award Date; and (B) such amount as determined by the Board in its discretion.
- (c) One (1) RSU is equivalent to one (1) Share.

(3) RSU Accounts

An account, called a “**RSU Account**”, shall be maintained by a Participating Entity for each Participant and will be credited with such notional grants of Share Units as are received by a Participant from time to time. RSUs that fail to Vest in a Participant, or that are paid out to the Participant, shall be cancelled and shall cease to be recorded in the Participant's RSU Account as of the date on which such RSUs are forfeited or cancelled under the Plan or are paid out, as the case may be.

(4) Settlement of RSUs

- (a) Except as otherwise provided in an Award Agreement:
 - (i) all of the Vested RSUs covered by a particular grant and related RSUs may be settled on the first Business Day following their Vesting Date (the “**RSU Settlement Date**”);
 - (ii) the Company is entitled to deliver to the Participant, within ten (10) Business Days following the RSU Settlement Date, a Share Unit Settlement Notice providing for the method of settlement for the Share Units in respect of any or all Vested Share Units held by the Participant; and
 - (iii) in the Share Unit Settlement Notice, the Company will elect, at the Board's discretion, including with respect to any fractional Share Units, to settle Vested Share Units for their cash equivalent (determined in accordance with Section 5(5)(a)), Shares (determined in accordance with Section 5(5)(b)) or a combination thereof; provided, however, that the Company shall at all relevant times reserve the right to modify the method of settlement (even if a Share Unit Settlement Notice has already been delivered to the Participant).

- (b) Except as otherwise provided in an Award Agreement, subject to Section 5(4)(c), settlement of Share Units shall take place promptly following delivery of a Share Unit Settlement Notice and take the form set out in the Share Unit Settlement Notice (unless otherwise modified by the Company) through:
 - (i) in the case of settlement of RSUs for their cash equivalent, delivery of the cash equivalent to the Participant;
 - (ii) in the case of settlement of RSUs for Shares, delivery of a share certificate to the Participant or the entry of the Participant's name on the share register for the Shares; or
 - (iii) in the case of a settlement of RSUs for a combination of Shares and cash, a combination of (i) and (ii) above.

Subject to the paragraph below, if a RSU would otherwise expire during a Blackout Period, the term of such RSU shall automatically be extended until ten (10) Business Days after the end of the Blackout Period.

Notwithstanding any other provision of the Plan, in no event will the RSU Settlement Date (and any subsequent payment with respect thereof) for any RSU granted hereunder be made later than the end of the third calendar year after the first year of a Participant's services in respect of which the RSUs were granted or credited, and any RSUs that have not settled and been paid by such date will automatically expire or will accelerate and be settled and paid out by such date, at the discretion of the Board, subject to the Company's compliance with Policy 4.4.

- (c) Except as otherwise provided in an Award Agreement, if a Share Unit Settlement Notice is not received by a Participant in respect of his or her RSUs within 10 Business Days following the RSU Settlement Date, settlement shall take the form of Shares issued from treasury as set out in Section 5(5)(b).

(5) Determination of Amounts

- (a) For the purposes of determining the cash equivalent of RSUs to be made pursuant to Section 5(4)(b)(i) or Section 5(4)(b)(iii), such calculation will be made on the RSU Settlement Date based on the Market Value on the RSU Settlement Date multiplied by the number of Vested Share Units in the Participant's RSU Account which the Company desires to settle in cash pursuant to the Share Unit Settlement Notice.
- (b) For the purposes of determining the number of Shares from treasury to be issued and delivered to a Participant upon settlement of RSUs pursuant to Section 5(4)(b)(ii) or Section 5(4)(b)(iii), such calculation will be made on the RSU Settlement Date based on the whole number of Shares equal to the whole number of Vested Share Units then recorded in the RSU Account which the Company desires to settle pursuant to the Share Unit Settlement Notice. Shares issued from treasury will be issued in consideration for the past services of the Participant and the entitlement of the Participant under the Plan shall be satisfied in full by such issuance of Shares. If applicable, the Company shall also make a cash payment to the Participant with respect to the value of fractional Share Units standing to the Participant's credit after the maximum number of whole Shares have been issued by the Company, calculated by multiplying (i) the number of such fractional RSUs by (ii) the Market Value on the RSU Settlement Date.

PERFORMANCE SHARE UNITS

(1) Grant of PSUs

The Board may, in its discretion, from time to time, subject to the provisions of the Plan and such other terms and conditions as the Board may prescribe, grant PSUs to any Participant, and the Participant shall execute a PSU Agreement. Each PSU will consist of a right to receive a Share, cash payment or a combination thereof (as provided in Section 6(6)(a)), upon the achievement of such Performance Goals during such Performance Periods as the Board shall establish.

(2) Number and Type of Share Units

- (a) Each Award Agreement shall set forth the type and Award Date of the PSUs evidenced thereby, the number of PSUs subject to such Award, the applicable Vesting conditions including the Performance Goals to be achieved during any Performance Period, the length of any Performance Period, and the applicable Vesting Period(s) and may specify such other terms and conditions consistent with the terms of the Plan as the Board shall determine or as shall be required under any other provision of the Plan.
- (b) PSUs that are subject to Performance Goals and may become Vested PSUs based on a multiplier, which may be greater or less than 100%, subject to such percentage being no greater than 200%.

(3) PSU Account

An account, called a “**PSU Account**”, shall be maintained by a Participating Entity for each Participant and will be credited with such notional grants of PSUs as are received by a Participant from time to time. PSUs that fail to Vest in a Participant, or that are paid out to the Participant, shall be cancelled and shall cease to be recorded in the Participant’s PSU Account as of the date on which such PSUs are forfeited or cancelled under the Plan or are paid out, as the case may be.

(4) Performance Goals

The Board will issue Performance Goals prior to the Award Date of Grant to which such Performance Goals pertain. The Performance Goals may be based upon the achievement of corporate, divisional, cluster or individual goals, and may be applied to performance relative to an index or comparator group, or on any other basis determined by the Board. The Board may modify the Performance Goals as necessary to align them with the Company’s corporate objectives, subject to any limitations set forth in an Award Agreement or an employment or other agreement with a Participant. The Performance Goals may include a threshold level of performance below which no payment will be made (or no vesting will occur), levels of performance at which specified payments will be made (or specified vesting will occur) (“**Target Performance**”), and a maximum level of performance above which no additional payment will be made (or at which full vesting will occur), all as set forth in the applicable Award Agreement.

(5) Settlement of PSUs

- (a) Except as otherwise provided in an Award Agreement:
 - (i) all of the Vested PSUs covered by a particular grant and related Share Units may be settled on the first Business Day following their Vesting Date (the “**PSU Settlement Date**”);
 - (ii) the Company is entitled to deliver to the Participant, within ten (10) Business Days following the PSU Settlement Date, a Share Unit Settlement Notice

providing for the method of settlement for the PSUs in respect of any or all Vested Share Units held by the Participant; and

- (iii) in the Share Unit Settlement Notice, the Company will elect, at the Board's discretion, including with respect to any fractional PSUs, to settle Vested Share Units for their cash equivalent (determined in accordance with Section 6(6)(a)), Shares (determined in accordance with Section 6(6)(b)) or a combination thereof; provided, however, that the Company (i) shall ensure that the issuance of any Share be within the limits set forth in Section 3(8), and (ii) shall at all relevant times reserve the right to modify the method of settlement (even if a Share Unit Settlement Notice has already been delivered to the Participant).
- (b) Except as otherwise provided in an Award Agreement, subject to Section 6(5)(c), settlement of PSUs shall take place promptly following delivery of a Share Unit Settlement Notice and take the form set out in the Share Unit Settlement Notice (unless otherwise modified by the Company) through:
- (i) in the case of settlement of PSUs for their cash equivalent, delivery of the cash equivalent to the Participant;
 - (ii) in the case of settlement of PSUs for Shares, delivery of a share certificate to the Participant or the entry of the Participant's name on the share register for the Shares; or
 - (iii) in the case of a settlement of PSUs for a combination of Shares and cash, a combination of (i) and (ii) above.

Subject to the paragraph below, if a PSUs would otherwise expire during a Blackout Period, the term of such Share Unit shall automatically be extended until ten (10) Business Days after the end of the Blackout Period.

Notwithstanding any other provision of the Plan, in no event will the PSU Settlement Date (and any subsequent payment with respect thereof) for any PSUs granted hereunder be made later than the end of the third calendar year after the first year of a Participant's services in respect of which the PSUs were granted or credited, and any PSUs that have not settled and been paid by such date will automatically expire or will accelerate and be settled and paid out by such date, at the discretion of the Board, subject to the Company's compliance with Policy 4.4.

- (c) Except as otherwise provided in an Award Agreement, if a Share Unit Settlement Notice is not received by a Participant in respect of his or her PSUs within 10 Business Days following the PSU Settlement Date, settlement shall take the form of Shares issued from treasury as set out in Section 6(6)(b).

(6) Determination of Amounts

- (a) For the purposes of determining the cash equivalent of PSUs to be made pursuant to Section 6(5)(b)(i) or Section 6(5)(b)(iii), such calculation will be made on the PSU Settlement Date based on the Market Value on the PSU Settlement Date multiplied by the number of Vested Share Units in the Participant's PSU Account which the Company desires to settle in cash pursuant to the Share Unit Settlement Notice.

- (b) For the purposes of determining the number of Shares from treasury to be issued and delivered to a Participant upon settlement of PSUs pursuant to Section 6(5)(b)(ii) or Section 6(5)(b)(iii), such calculation will be made on the PSU Settlement Date based on the whole number of Shares equal to the whole number of Vested Share Units then recorded in the PSU Account which the Company desires to settle pursuant to the Share Unit Settlement Notice. Shares issued from treasury will be issued in consideration for the past services of the Participant and the entitlement of the Participant under the Plan shall be satisfied in full by such issuance of Shares. If applicable, the Company shall also make a cash payment to the Participant with respect to the value of fractional Share Units standing to the Participant's credit after the maximum number of whole Shares have been issued by the Company, calculated by multiplying (i) the number of such fractional Share Units by (ii) the Market Value on the PSU Settlement Date.

CLAW-BACK PROVISIONS

If the Board determines that a Participant engaged in an act of embezzlement, fraud, breach of fiduciary duty or any other misconduct which constitutes Serious Reason for dismissal during the Participant's employment or engagement that significantly contributed to an obligation to restate the Corporation's financial statements (whether required by law, accounting principles, regulatory policy or settlement with regulators having jurisdiction over the Company), that Participant may be required to return any outstanding unexercised or unredeemed Awards for cancellation, and repay the proceeds resulting from any sale or other disposition of Shares issued or issuable upon redemption or exercise of an Award or any cash received on redemption of an Award, if the sale, disposition or receipt of cash occurred during the three year period following the first public issuance or filing with the applicable securities commissions or similar regulatory authorities of the financial statements required to be restated. The term "proceeds" means, with respect to any sale or other disposition of Shares issued or issuable upon exercise or redemption of an Award, an amount determined appropriate (on an "after-tax" basis taking into account any tax recoupment possible after the claw-back) by the Board to reflect the effect of the restatement on the Company's financial statements, up to:

- (a) the amount equal to the number of Shares sold or disposed of multiplied by the difference between the Market Value per Share the time of such sale or disposition and the Exercise Price; or
- (b) in the case of a redemption for cash, the total amount received by the Participant in cash.

The Board may, in determining the appropriate amount of the claw-back referred to above, take into account penalties or punishments imposed by third parties, such as law enforcement agencies, regulators or other authorities. The Board's power to determine the appropriate punishment for the Participant is in addition to, and not in replacement of, any remedies which may be imposed by such entities and any other remedies available to the Company or its subsidiaries. The amounts which may be clawed-back under this Section 7 are a reasonable pre-estimate of the damages which would be suffered by the Company in the event of the misconduct described above by a Participant and shall not be construed as a penalty. If any court or arbitrator determines that any provision contained in this Section 7 is unenforceable because of the duration of the provision or for any other reason, the duration or scope of the provision, as the case may be, shall be reduced so that the provision becomes enforceable and, in its reduced form, the provision shall then be enforceable and shall be enforced.

DEFERRED SHARE UNITS

(1) Grant of Deferred Share Units

Subject to this Section 8, the Board may recommend the grant of, from time to time, Deferred Share Units to a DSU Participant. The grant of a Deferred Share Unit shall be evidenced by a DSU Agreement, signed on behalf of the Company. The Company shall maintain a notional account for each DSU Participant, in which shall be recorded the number of Deferred Share Units granted or credited to such DSU Participant. The grant of a Deferred Share Unit to a DSU Participant, or the settlement of a Deferred Share Unit, under

the Plan shall neither entitle each DSU Participant to receive nor preclude such DSU Participant from receiving subsequently granted Deferred Share Units.

(2) Equivalence

One (1) Deferred Share Unit is equivalent to one (1) Share. Fractional Deferred Share Units are permitted under the Plan.

(3) Election Notice; Elected Amount.

- (a) Subject to Board approval, a DSU Participant may elect by filing a DSU Election Notice, once each fiscal year, to be paid up to one hundred percent (100%) of his or her Annual Board Retainer in the form of Deferred Share Units (the “**Elected Amount**”), with the balance being paid in cash in accordance with the Company’s regular practices of paying such cash compensation. In the case of an existing DSU Participant, the election must be completed, signed and delivered to the Company by the end of the fiscal year preceding the fiscal year to which such election is to apply. In the case of a new DSU Participant, the election must be completed, signed and delivered to the Company as soon as possible, and, in any event, no later than 30 days, after the director’s appointment, with such election to be effective on the first day of the fiscal quarter of the Company next following the date of the Company’s receipt of the election until the final day of such fiscal year. For the first year of the Plan, DSU Participants must make such election as soon as possible, and, in any event, no later than 30 days, after adoption of the Plan and the election shall be effective on the first day of the fiscal quarter of the Company next following the date of the Company’s receipt of the election until the final day of such fiscal year. If no election is made in respect of a particular fiscal year, the new or existing DSU Participant will be paid in cash in accordance with the Company’s regular practices of paying such cash compensation.
- (b) The DSU Election Notice shall, subject to any minimum amount that may be required by the Board, from time to time, designate the percentage of the Annual Board Retainer for the applicable fiscal year that is to be deferred into Deferred Share Units, with the remaining percentage to be paid in cash in accordance with the Company’s regular practices of paying such cash compensation.
- (c) In the absence of a designation to the contrary (including delivery of a DSU Election Notice by a DSU Participant requesting that a greater or lesser percentage of his or her Annual Board Retainer be payable in the form of Deferred Share Units relative to the percentage previously elected by such DSU Participant), the DSU Participant’s Election Notice shall remain in effect unless otherwise terminated.

(4) Termination Right

- (a) Each DSU Participant is entitled to terminate his or her DSU Election Notice by filing with the Chief Financial Officer of the Company, or such other officer of the Company designated by the Board, a notice electing to terminate the receipt of additional Deferred Share Units in substantially the form of Schedule “I” attached hereto (a “**Termination Notice**”). Such Termination Notice shall be effective as of the date received by the Company.
- (b) Thereafter, any portion of such DSU Participant’s Annual Board Retainer payable, and subject to compliance with Section 8(3), all subsequent Annual Board Retainers shall be paid in cash in accordance with the Company’s regular practices of paying such cash compensation.

(5) Calculation

The number of Deferred Share Units (including fractional Deferred Share Units) granted at any particular time pursuant to the Plan will be calculated by: (a) in the case of an Elected Amount, by dividing (i) the dollar amount of the Elected Amount allocated to the DSU Participant by (ii) the Market Value of a Share on the applicable Award Date; or (b) in the case of a grant of Deferred Share Units pursuant to Section 8(1), by dividing (i) the dollar amount of such grant by (ii) the Market Value of a Share on the date of grant.

(6) Vesting

All Deferred Share Units recorded in a DSU Participant's Deferred Share Unit notional account shall vest on the DSU Termination Date, unless otherwise determined by the Board at its discretion, in compliance with Section 10(10)(h) and subject to the Company's compliance with Policy 4.4.

(7) Settlement in respect of Deferred Share Units

- (a) In respect of an award of Deferred Share Units granted to a DSU Participant, settlement shall be as soon as practicable following the DSU Termination Date and no later than the DSU Payment Date.
- (b) Within ten (10) Business Days following the DSU Termination Date, the Company shall deliver to the DSU Participant (or where the DSU Participant has died, the legal representative of the DSU Participant) a DSU Settlement Notice providing for the method of settlement for the Deferred Share Units in respect of all Deferred Share Units held by the DSU Participant.
- (c) In the DSU Settlement Notice, the Company will elect, in the Board's discretion, including with respect to any fractional Deferred Share Units, to settle the Deferred Share Units for their cash equivalent (determined in accordance with Section 8(7)(a)), Shares (determined in accordance with Section 8(7)(b)) or a combination thereof; provided, however, that the Company shall at all relevant times reserve the right to modify the method of settlement (even if a DSU Settlement Notice has already been delivered to the DSU Participant).
- (d) Except as otherwise provided in an Award Agreement, subject to Section 8(7), settlement of Deferred Share Units shall take place promptly following deliver of a DSU Settlement Notice and take the form set out in the DSU Settlement Notice (unless otherwise modified by the Company) through:
 - (i) in the case of settlement of Deferred Share Units for their cash equivalent, delivery of the cash equivalent to the DSU Participant;
 - (ii) in the case of the settlement of Deferred Share Units for Shares, delivery of a share certificate to the DSU Participant or the entry of the DSU Participant's name on the share register for the Shares; or
 - (iii) in the case of a settlement of Deferred Share Units for a combination of Shares and cash, a combination of (i) and (ii) above.
- (e) If a DSU Settlement Notice is not received by a DSU Participant in respect of his or her Deferred Share Units within ten (10) Business Days following the DSU Termination Date, settlement shall take the form of Shares issued from treasury as set out in Section 8(7)(b).

(8) Determination of Amounts

- (a) For a cash settlement, for purposes of determining the aggregate Market Value of the Shares which would otherwise be issuable in settlement of such DSUs, such calculation will be made based on the Market Value on the DSU Termination Date multiplied by the number of Deferred Share Units in the Participant's Deferred Share Unit notional account as of the DSU Termination Date.
- (b) For the purposes of determining the number of Shares to be issued from treasury and delivered to a DSU Participant upon settlement of Deferred Share Units, such calculation will be made on the DSU Termination Date, or if the DSU Termination Date is not a Business Day, on the next such Business Day, based on the whole number of Shares equal to the whole number of Deferred Share Units then recorded in the Participant's Deferred Share Unit notional account. Shares issued from treasury will be issued in consideration for the past services of the DSU Participant to the Company and the entitlement of the DSU Participant under the Plan shall be satisfied in full by such issuance of Shares. If applicable, the Company shall also make a cash payment to the DSU Participant with respect to the value of fractional Deferred Share Units standing to the DSU Participant's credit after the maximum number of whole Shares have been issued by the Company, calculated by multiplying (i) the number of such fractional Deferred Share Units by (ii) the Market Value on the DSU Termination Date.

TERMINATION OF EMPLOYMENT OR TENURE

(1) Resignation

If a Participant resigns from employment or as a director or Consultant with a Participating Entity, the Participant shall forfeit all rights, title and interest in the Participant's Awards which are not Vested on the date the notice of resignation is delivered to the Company. The Participant may exercise the Participant's Options which are Vested on the date the notice of resignation is delivered to the Company until the earlier of: (i) the end of the Exercise Period; and (ii) 30 days after the date the notice of resignation is delivered to the Company, after which time all Options expire.

(2) Termination for Serious Reason

If a Participant's employment is terminated by a Participating Entity for Serious Reason or the Participant ceases to be a director or Consultant on a similar basis, the Participant shall forfeit all rights, title and interest in all the Participant's Awards, whether Vested or not Vested at the Termination Date.

(3) Retirement, Death, Disability and Disposition of a Participating Entity

If a Participant's employment or other position with a Participating Entity ceases because of the death, Disability or Retirement of the Participant, or because the Person which employs the Participant or to which the Participant is a director or Consultant, ceases to be a Participating Entity:

- (a) all of the Options that would Vest in the one year period following the Termination Date will vest immediately prior to the Termination Date;
- (b) if a Participant's RSUs have not Vested, subject to the Board's approval, a pro rata portion of the Participant's RSUs that are scheduled to Vest on the next scheduled Vesting Date set forth in the RSU Agreement for such RSUs will Vest, based on the number of days that have elapsed between the Award Date and the Termination Date, and such RSUs will be settled in accordance with the provisions of Section 5 on the next scheduled Vesting Date set forth in the RSU Agreement;

- (c) if a Participant's PSUs have not Vested, any PSUs standing to the credit of such Participant shall continue to Vest (and be settled) in the normal course for a period of ninety (90) days extending from the end of the fiscal year in which the Termination Date occurs (the "**90 Day Period**"). Subject to the Board's approval, any PSUs which do not Vest in the normal course during the 90 Day Period shall Vest pro rata upon the Termination Date to take into account only the period that has elapsed between the Award Date and the Termination Date, provided the Performance Goals are satisfied in respect of the applicable Performance Period in which the Termination Date occurs; and
- (d) any such Vested Option, RSU or PSU may be exercised by the Participant (or, where the Participant has died, his or her legal representatives), provided that such Option, RSU or PSU shall in no event expire later than the earlier of (i) one (1) year following the Termination Date, and (ii) the expiry date of such Option, RSU or PSU, as the case may be.

(4) Termination without Serious Reasons

If a Participant's employment is terminated without Serious Reasons, the Participant resigns because he or she has been constructively dismissed, or the Participant ceases to be a director or Consultant on a similar basis then:

- (a) all of the Participant's Options which are Vested on the Termination Date may be exercised until the earlier of the Expiry Date or 90 days after the Termination Date, after which time all Options expire;
- (b) a Participant's RSUs that have not Vested shall Vest in accordance with Section 9(4)(b), provided that such RSUs shall in no event be settled later than the earlier of (i) one (1) year following the Termination Date, and (ii) the expiry date of such RSUs; and
- (c) a Participant's PSUs that have not Vested shall Vest in accordance with Section 9(4)(c), provided that such PSUs shall in no event be settled later than the earlier of (i) one (1) year following the Termination Date, and (ii) the expiry date of such PSUs.

(5) Discretion to Permit Exercise

Subject to applicable laws, the Board may, in its discretion, at any time permit the exercise of any or all Options held by the Participant or by the Participant's estate, as the case may be, in the manner and on the terms authorized by the Board in its discretion, provided that the Board may not, in any case, authorize the exercise of an Option pursuant to this Section beyond the expiration of the Exercise Period of the particular Option.

(6) Unexercisable Options

Except in connection with the death, Disability or Retirement of a Participant or because the Person which employs the Participant or to which the Participant is a director or Consultant, ceases to be a Participating Entity as provided for in Section 9(3), any Options held by the Participant that were not exercisable or Vested at the Termination Date shall immediately expire and be cancelled on such date.

(7) Leave of Absence

For the purposes of the Plan, a Participant who is granted in writing a leave of absence or who is entitled to a statutory leave of absence shall be deemed to have remained in the employ of the Company or the applicable Participating Entity, as applicable, during such leave of absence.

(8) No Entitlement to Damages

A Participant shall have no entitlement to damages or other compensation arising from or related to not receiving a grant of Options, RSUs, PSUs or Shares which would have been made to the Participant or which would have Vested after the Participant's termination date. However, nothing herein is intended to limit any statutory entitlements on termination and such statutory entitlements shall, if required, apply despite this language to the contrary.

GENERAL

(1) General

The provisions contained in the Plan and any Award Agreement and the existence of any Awards shall not affect in any way the right of the Company or its shareholders or affiliates to take any action, including any change in the Company's capital structure or its business, or any acquisition, disposition, amalgamation, combination, merger or consolidation, or the creation or issuance of any bonds, debentures, shares or other securities of the Company or of an affiliate thereof or the determination of the rights and conditions attaching thereto, or the dissolution or liquidation of the Company or of any of its affiliates or any sale or transfer of all or any part of their respective assets or businesses or ceasing to be a reporting issuer or to be listed on any stock exchange, whether or not any such corporate action or proceeding would have an adverse effect on the Plan or any Awards granted hereunder.

(2) Reorganization of the Company's Capital

If the Company effects a subdivision or consolidation of Shares or any similar capital reorganization or a payment of a stock dividend (other than a stock dividend that is in lieu of an ordinary cash dividend), or if any other change is made in the capitalization of the Company that, in the opinion of the Board, would warrant the amendment or replacement of any existing Awards in order to adjust:

- (a) the number of Shares that may be acquired on the exercise of any outstanding Options;
- (b) the Exercise Price of any outstanding Options; or
- (c) the number of Share Units or DSUs in the Participant's Share Unit account or notional account, as applicable,

in order to preserve proportionately the rights and obligations of the Participants, the Board will authorize such steps to be taken as may be equitable and appropriate to that end as determined by the Board in its discretion, subject to (i) the limits set forth in Section 3(8), (ii) the Company's compliance with Policy 4.4, and (iii) the Board's capacity to elect to effect such adjustment through payments in cash in lieu of adjusting the number of Shares or the number of Share Units or DSUs in the Participant's Share Unit account or notional account, as applicable. Notwithstanding the foregoing, any adjustment made by the Company as set forth in this Section 10(2), except for such adjustment made in connection with a subdivision or consolidation of Shares, shall be subject to the approval of the TSX-V.

(3) Other Events Affecting the Company

In the event of an amalgamation, arrangement, combination, spin-off or other reorganization or any other corporate transaction having a similar effect involving the Company that, in the opinion of the Board, warrants the amendment or replacement of any existing Awards in order to adjust:

- (a) the number of Shares that may be acquired on the exercise of any outstanding Options;
- (b) the Exercise Price of any outstanding Options;
- (c) the number of Share Units or DSUs in the Participant's Share Unit account or notional account, as applicable; or
- (d) the kind of shares covered by outstanding Awards,

in order to preserve proportionately the rights and obligations of the Participants, the Board will authorize such steps to be taken as may be equitable and appropriate to that end as determined by the Board in its discretion. Notwithstanding the foregoing, any adjustment made by the Company as set forth in this Section 10(3) shall be subject to the approval of the TSX-V.

(4) Immediate Exercise of Awards

Where the Board determines that the steps provided in Section 10(2) and Section 10(3) would not preserve proportionately the rights and obligations of the Participants in the circumstances or the Board otherwise determines that it is appropriate, subject to the Company's compliance with Policy 4.4 and the approval of the TSX-V, the Board may permit the Vesting and exercise, as applicable, effective no later than the Business Day immediately prior to the date on which the event referenced in Section 10(2) or Section 10(3), as applicable, is consummated, of any outstanding Awards that are not then otherwise Vested and the cancellation of any outstanding Options which are not exercised within any specified period.

(5) Change of Control

In the event of a Change of Control, the Board may accelerate the expiry of Options granted under the Plan to the Business Day immediately following the date on which such Change of Control is consummated, provided that:

- (a) the Board accelerates the Vesting of the Options prior to the date on which the Change of Control is consummated;
- (b) the Company gives notice of the accelerated Vesting and expiry to all Participants not less than ten (10) Business Days prior to the date of consummation of the Change of Control;
- (c) the acceleration of the Vesting of Options held by Persons retained to provide Investor Relations Activities shall be subject to the approval of the TSX-V; and
- (d) any acceleration shall be subject to the Company's compliance with Policy 4.4.

In the event of a Change of Control, the Board shall have the authority to take all necessary steps so as to ensure the preservation of the economic interests of the Participants in, and to prevent the dilution or enlargement of, any RSUs or PSUs, including: (i) ensuring that the Company or any entity which is or would be the successor to the Company or which may issue securities in exchange for Shares upon the Change of Control becoming effective will provide each Participant with new or replacement or amended RSUs or PSUs, as the case may be, which will continue to Vest following the Change of Control on similar terms

and conditions as provided in the Plan; (ii) causing all or a portion of the outstanding Share Units to Vest immediately prior to the Change of Control; or (ii) any combination of the above.

In addition, in the event of a Change of Control, for each Option with an Exercise Price greater than the consideration offered in connection with any such transaction, the Board may in its discretion elect to cancel such Option without any payment to the Participant holding such Option.

(6) Fractional Shares

No fractional Shares will be issued on the exercise of an Option or the settlement of a Share Unit. Accordingly, if as a result of any adjustment to either the Exercise Price or the number of Shares issuable on exercise of an Option is made pursuant to the Plan, or to the number of Share Units in the Participant's Share Unit account, the Participant would become entitled to receive a fractional Share on the exercise of an Option or the settlement of a Share Unit, the Participant has the right to acquire only the number of full Shares and no payment or other adjustment will be made with respect to the fractional Shares so disregarded.

(7) Legal Requirement

The Company is not obligated to grant any Awards, issue any Shares or other securities, make any payments or take any other action if, in the opinion of the Board, in its discretion, such action would constitute a violation by a Participant or the Company of any provision of any applicable statutory or regulatory requirement of any government or governmental authority. No Award will be granted, and no Shares will be issued under the Plan, where such grant or issue would require registration of the Plan or of the Awards or Shares under the securities laws of any foreign jurisdiction, and any purported grant of any Award or purported issue of any Shares under the Plan in violation of this provision is void. Shares issued to Participants under the Plan may be subject to limitations on sale or resale under applicable securities laws.

(8) Participant's Entitlement

Except as otherwise provided in the Plan, Awards previously granted under the Plan, whether or not then exercisable, are not affected by any change in the relationship between or ownership of the Company and an affiliate.

(9) Rights of Participant

The granting of any Award is not to be construed as giving a Participant a right to remain in the employ of the Company or a Participating Entity nor to continue to serve as a director or Consultant.

(10) Amendment or Discontinuance

- (a) In addition to any other rights provided in the Plan, but subject to Sections 10(10)(b) and 10(10)(c) and the approval of the TSX-V and the shareholders of the Company, where applicable, the Board may: (i) amend, suspend or terminate the Plan or any portion thereof at any time and without notice to or approval from any Participant; or (ii) amend or modify any outstanding Award in any manner to the extent that the Board would have had the initial authority to grant the Award as so modified or amended, whereupon the Plan shall be amended or discontinued, as appropriate, in the manner and to the extent required by applicable laws and other rules and regulations.
- (b) The Board shall not take any action pursuant to Section 10(10)(a) that would adversely affect or alter the rights of a Participant in relation to a previously granted Award in a material manner, unless: (i) such action is permitted by the Plan or the Award Agreement relating to such Award; or (ii) the prior consent of the affected Participant is

obtained, and provided that such action is taken in accordance with applicable law and subject to any required regulatory approval, including approval from any stock exchange upon which the Shares are then listed and shareholder approval.

- (c) Subject to Section 10(10)(f), the Board may from time to time, in its discretion and without approval of the shareholders of the Company, make changes to the Plan or any Award that do not require the approval of shareholders under Sections 10(10)(d) and 10(10)(e), which may include but are not limited to:
 - (i) any amendment of a “housekeeping” nature, including those made to clarify the meaning of an existing provision of the Plan or any agreement, correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan or any agreement, correct any grammatical or typographical errors or amend the definitions in the Plan regarding administration of the Plan; or
 - (ii) an amendment of the Plan or an Award as necessary to comply with applicable law or the requirements of any stock exchange upon which the securities of the Company are then listed or any other regulatory body having authority over the Company, the Plan, Participants or the shareholders of the Company.
- (d) Notwithstanding the foregoing or any other provision of the Plan, the approval of the shareholders of the Company is required for the following amendments to the Plan:
 - (i) any increase in the maximum number of Shares that may be issuable pursuant to Awards granted under the Plan;
 - (ii) any increase in the maximum number of Awards that may be issuable to Insiders of the Company and associates of such Insiders at any time; and
 - (iii) any amendment to Section 10(10)(c) and this Section 10(10)(d) of the Plan.
- (e) Notwithstanding the foregoing or any other provision of the Plan, the approval of the disinterested shareholders of the Company is required for the following amendments:
 - (i) any reduction in the Exercise Price of an Option benefitting an Insider of the Company;
 - (ii) any extension of the Expiry Date of an Award benefitting an Insider of the Company, except in the case of an extension due to a Blackout Period; and
 - (iii) any amendment to this Section 10(10)(e) of the Plan.
- (f) Notwithstanding anything contained herein to the contrary, no amendment to the Plan shall become effective until the approval of the TSX-V is obtained.
- (g) If the Plan is terminated, the provisions of the Plan and any administrative guidelines, and other rules and regulations adopted by the Board and in force at the time of the Plan, will continue in effect as long as any Awards or any rights pursuant thereto remain outstanding.
- (h) No amendment to the Plan shall be made which would cause the Plan, in respect of Deferred Shares Units, to cease to be a plan described in regulation 6801(d) of the *Income Tax Act* (Canada) or any successor to such provision.

(11) Severability

If any provision of the Plan or any Award Agreement is determined to be illegal or unenforceable by any court of law in any jurisdiction, the remaining provisions are severable and enforceable in accordance with their terms, and all provisions will remain enforceable in any other jurisdiction.

(12) General Restrictions and Assignment

Except as required by law, no Awards or any rights of a Participant under the Plan may be anticipated, assigned, transferred, alienated, sold, encumbered, pledged, mortgaged or charged and no such Awards or rights are capable of being subject to attachment or legal process for the payment of any debts or obligations of the Participant.

Subject to the approval of the Board or the Committee, a Participant that is an individual may elect, at any time, to participate in the Plan by holding any Award granted under the Plan in a registered retirement savings plan established by such Participant for the sole benefit of such Participant or in a personal holding company controlled by such Participant. For the purposes of this Section 10(12), a personal holding corporation shall be deemed to be controlled by a Participant if: (i) voting securities carrying more than 50% of the votes for the election of directors of such corporation are held, otherwise than by way of security only, by or for the benefit of such Participant and the votes carried by such voting securities are entitled, if exercised, to elect a majority of the board of directors of such corporation; and (ii) all of the equity securities of such corporation are directly or indirectly held, otherwise than by way of security only, by or for the benefit of such Participant and/or his or her spouse, children or grandchildren. In the event that a Participant elects to hold the Award granted under the Plan in a registered retirement savings plan or personal holding corporation, the provisions of the Plan shall continue to apply as if the Participant held such Award directly.

(13) Market Fluctuations

No amount will be paid to, or in respect of, a Participant under the Plan to compensate for a downward fluctuation in the price of the Shares, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose.

The Company makes no representations or warranties to Participants with respect to the Plan or the Awards whatsoever. Participants are expressly advised that the value of any Awards will fluctuate as the trading price of the Shares fluctuates.

In seeking the benefits of participation in the Plan, a Participant agrees to exclusively accept all risks associated with a decline in the market price of the Shares and all other risks associated with the Awards.

(14) No Shareholder Rights

Under no circumstances shall Awards be considered Shares or other securities of the Company, nor shall they entitle any Participant to exercise voting rights or any other rights attaching to the ownership of Shares or other securities of the Company, nor shall any Participant be considered the owner of Shares by virtue of the grant of Awards.

(15) Unfunded and Unsecured Plan

The Plan shall be unfunded and the Company will not secure its obligations under the Plan. To the extent any Participant or his or her estate holds any rights by virtue of a grant of Awards under the Plan, such rights shall be no greater than the rights of an unsecured creditor of the Company.

(16) Non-Exclusivity

Nothing contained in the Plan prevents the Board from adopting other or additional compensation arrangements for the benefit of any Participant, subject to any required regulatory or shareholder approval.

(17) Other Employee Benefits

The amount of any compensation deemed to be received by a Participant as a result of the exercise of an Option or the settlement of an RSU or PSU will not constitute compensation with respect to which any other employee benefits of that Participant are determined including benefits under any bonus, pension, profit-sharing, insurance or salary continuation plan, except as otherwise specifically determined by the Board in writing.

(18) Tax Consequences

It is the responsibility of the Participant to complete and file any tax returns and pay all taxes that may be required under Canadian or other tax laws within the periods specified in those laws as a result of the Participant's participation in the Plan. No Participating Entity shall be held responsible for any tax consequences to a Participant as a result of the Participant's participation in the Plan.

(19) Bona Fide Representations

The Company is representing herein and in the applicable Award Agreement that each Participant shall be a bona fide employee, Director or Consultant of a Participating Entity, and each Participant shall be deemed to make such applicable representation herein and in the applicable Award Agreement upon his, her or its acceptance of any Award. The execution of an Award Agreement by the Company shall constitute conclusive evidence that the Awards have been granted to the Participants in compliance with the Plan.

(20) Language

The Participants, by accepting Awards issued or granted under the Plan, have agreed that the Plan as well as any notice, document or instrument relating to it, including any Award Agreement, be drawn up in English. *Les parties aux présentes ont convenu, en acceptant des attributions émises ou octroyées aux termes du régime, que le régime ainsi que tous autres avis, actes ou documents s'y rattachant, y compris toute convention d'attribution, soient rédigés en anglais.*

(21) Effective Date

The Plan was last approved by shareholders on November 27, 2023

SCHEDULE "A"
OPTION EXERCISE NOTICE

I, _____ [Print Name], hereby exercise the Options to purchase _____ common shares (the "**Shares**") of Black Swan Graphene Inc. (the "**Company**") at an exercise price of \$ _____ per Share (the "**Exercise Price**"). This Exercise Notice is delivered in respect of the Options to purchase _____ Shares of the Company granted to me on _____ [Insert Date] pursuant to the Option Agreement entered into between the Company and me on _____ [Insert Date].

In connection with the foregoing:

- (a) I enclose a certified cheque or bank draft payable to the Company; or
- (b) I have initiated a wire transfer of immediately available funds to the Company, in either case, in the amount of \$ _____ [Insert Amount] as full payment for the Shares to be received upon exercise of the Options. I hereby direct the Company to issue the Shares in my name.

In connection with the exercise of the Options, I hereby covenant and agree to pay to the Company, in addition to the Exercise Price, any amount that the Company is obliged to remit to a relevant taxing authority in connection with the exercise of the Options and I understand that the exercise of the Options is conditional upon me making any such payment to the Company.

Date: _____

Participant Signature: _____

SCHEDULE "B"
OPTION AGREEMENT

Black Swan Graphene Inc. (the "**Company**") hereby grants to the Participant named below, options (the "**Options**") to purchase, in accordance with and subject to the terms, conditions and restrictions of this Agreement together with the provisions of the Omnibus Equity Incentive Plan of the Company (the "**Plan**"), a copy of which is attached to this Option Agreement, the number of common shares of the Company (the "**Shares**") at the exercise price per Share set forth below:

Name of Participant: _____

Date of Grant: _____

Number of Shares subject to Option: _____

Expiry Date: _____

| Vesting Date | Number of Options Vested | Exercise Price |
|--------------|--------------------------|----------------|
| | | |

The terms and conditions of the Plan are incorporated by reference as terms and conditions of this Agreement. All capitalized terms used in this Agreement have the meanings ascribed thereto in the Plan. The Participant acknowledges that the Participant has received, read and understands the Plan.

Each notice relating to the Option, including the exercise thereof, shall be in writing. All notices to the Company shall be delivered personally or by prepaid registered mail and shall be addressed to:

Black Swan Graphene Inc.

1410 – 120 Adelaide Street West, Toronto, Ontario, M5H 1T1 Attention:
Chief Financial Officer

All notices to the Participant shall be addressed to the principal address of the Participant on file with the Company. Either the Company or the Participant may designate a different address by written notice to the other. This Agreement has been made in and shall be construed under and in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

**BLACK SWAN GRAPHENE
INC.**

By: _____

Name: _____

Title: _____

I have read the foregoing Agreement and the Plan and hereby accept the Options to

purchase Shares in accordance with and subject to the terms and conditions of such Agreement and the Plan. I agree to be bound by the terms and conditions of such Agreement and the Plan.

Date: _____

Participant Signature: _____

SCHEDULE "C"
PERFORMANCE SHARE UNIT AGREEMENT

Black Swan Graphene Inc. (the "**Company**") hereby grants to the Participant named below, performance share units (the "**PSUs**") to receive, in accordance with and subject to the terms, conditions and restrictions of this Agreement together with the provisions of the Omnibus Equity Incentive Plan of the Company (the "**Plan**"), a copy of which is attached to this PSU Agreement, the number and class of shares of the Company (or their cash equivalent) as set forth below:

Name of Participant: _____

Award Date: _____

Number of PSUs: _____

Number and Class of Shares subject to the PSUs: _____

Performance Period: _____

Expiry Date: _____

The terms and conditions of the Plan are incorporated by reference as terms and conditions of this Agreement. All capitalized terms used in this Agreement have the meanings ascribed thereto in the Plan. The Participant acknowledges that the Participant has received, read and understands the Plan.

1. The PSUs will vest upon the satisfaction of the Performance Goals set forth below prior to the Expiry Date:

[Performance Goals to be inserted]

2. If the Performance Goals are not satisfied prior to the Expiry Date, the PSUs will terminate and be null and void.
3. Any notice relating to the PSUs shall be in writing. All notices to the Company shall be delivered personally or by prepaid registered mail and shall be addressed to:

Black Swan Graphene Inc.
1410 – 120 Adelaide Street West, Toronto, Ontario, M5H 1T1
Attention: Chief Financial Officer

All notices to the Participant shall be addressed to the principal address of the Participant on file with the Company. Either the Company or the Participant may designate a different address by written notice to the other.

4. This Agreement has been made in and shall be construed under and in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

**BLACK SWAN GRAPHENE
INC.**

By: _____

Name: _____

Title:

I have read the foregoing Agreement and the Plan and hereby accept the PSUs in accordance with and subject to the terms and conditions of such Agreement and the Plan. I agree to be bound by the terms and conditions of such Agreement and the Plan.

Date:

Participant Signature:

SCHEDULE "D"
RESTRICTED SHARE UNIT AGREEMENT

Black Swan Graphene Inc. (the "**Company**") hereby grants to the Participant named below, Restricted Share Units ("**RSUs**") to receive, in accordance with and subject to the terms, conditions and restrictions of this Agreement together with the provisions of the Omnibus Equity Incentive Plan (the "**Plan**") of the Company, a copy of which is attached to this Agreement, the number and class of shares of the Company (or their cash equivalent) as set forth below:

Name of Participant: _____

Award Date: _____

Number of RSUs: _____

Number of Shares subject to the RSUs: _____

Expiry Date: _____

1. The terms and conditions of the Plan are incorporated by reference as terms and conditions of this Agreement. All capitalized terms used in this Agreement have the meanings ascribed thereto in the Plan. The Participant acknowledges that the Participant has received, read and understands the Plan.
2. The RSUs will vest: [vesting conditions to be inserted].
3. Any notice relating to the RSUs shall be in writing. All notices to the Company shall be delivered personally or by prepaid registered mail and shall be addressed to:
Black Swan Graphene Inc.

1410 – 120 Adelaide Street West, Toronto, Ontario, M5H 1T1
Attention: Chief Financial Officer

All notices to the Participant shall be addressed to the principal address of the Participant on file with the Company. Either the Company or the Participant may designate a different address by written notice to the other.

4. This Agreement has been made in and shall be construed under and in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

**BLACK SWAN GRAPHENE
INC.**

By: _____

Name: _____

Title: _____

I have read the foregoing Agreement and the Plan and hereby accept the RSUs in accordance with and subject to the terms and conditions of such

Agreement and the Plan. I agree to be bound by the terms and conditions of such Agreement and the Plan.

Date: _____

SCHEDULE "E"
DSU AGREEMENT

Black Swan Graphene Inc. (the "**Company**") hereby grants to the DSU Participant named below, deferred share units (the "**DSUs**") to receive, in accordance with and subject to the terms, conditions and restrictions of this Agreement together with the provisions of the Omnibus Equity Incentive Plan (the "**Plan**") of the Company, a copy of which is attached to this DSU Agreement, the number and class of shares of the Company (or their cash equivalent) as set forth below:

Name of DSU Participant: _____

Award Date: _____

Number of DSUs: _____

Number of Shares subject to the DSUs: _____

The terms and conditions of the Plan are incorporated by reference as terms and conditions of this Agreement. All capitalized terms used in this Agreement have the meanings ascribed thereto in the Plan. The Participant acknowledges that the Participant has received, read and understands the Plan.

Any notice relating to the DSUs shall be in writing. All notices to the Company shall be delivered personally or by prepaid registered mail and shall be addressed to:

Black Swan Graphene Inc.

1410 – 120 Adelaide Street West, Toronto, Ontario, M5H 1T1 Attention:
Chief Financial Officer

All notices to the Participant shall be addressed to the principal address of the Participant on file with the Company. Either the Company or the Participant may designate a different address by written notice to the other.

This Agreement has been made in and shall be construed under and in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

**BLACK SWAN GRAPHENE
INC.**

By: _____

Name: _____

Title: _____

I have read the foregoing Agreement and the Plan and hereby accept the DSUs in accordance with and subject to the terms and conditions of such

Agreement and the Plan. I agree to be bound by the terms and conditions of such Agreement and the Plan.

Date: _____

SCHEDULE "F"
DSU ELECTION NOTICE

Pursuant to the Omnibus Equity Incentive Plan (the "**Plan**") of Black Swan Graphene Inc. (the "**Company**"), I hereby elect to receive _____% of my Annual Board Retainer for the fiscal year of _____ in the form of Deferred Shares Units in lieu of cash. I confirm that:

- (a) I have received and reviewed a copy of the terms of the Plan and have reviewed, considered and agreed to be bound by the terms of this Election Notice and the Plan.
- (b) I recognize that when Deferred Share Units are settled in accordance with the terms of the Plan, income tax and other withholdings as required will arise at that time. Upon settlement of the Deferred Share Units, the Company will make or arrange with me to make all appropriate withholdings as required by law at that time.
- (c) The value of Deferred Share Units is based on the value of the Shares and therefore is not guaranteed.
- (d) This election is irrevocable except as otherwise set forth in the Plan or the Schedules thereto.

All capitalized terms used herein but not otherwise defined have the meanings ascribed thereto in the Plan.

Date

Name of DSU Participant

Signature of DSU
Participant

SCHEDULE "G"
DSU SETTLEMENT NOTICE

In respect of the Deferred Share Units that vested on ___ that were granted to you by Black Swan Graphene Inc. (the "**Company**") pursuant to the Company's Omnibus Equity Incentive Plan (the "**Plan**"), the Company hereby elects to settle the Deferred Share Units (including for any fractional Deferred Share Units) as follows [Company to select one]:

- () (i) the cash equivalent, calculated in accordance with Section 8(7)(a) of the Plan;
- () (ii) Shares, calculated in accordance with Section 8(7)(b) of the Plan; or

- () (iii) the cash equivalent for _____ Deferred Share Units and Shares for ___ Deferred Share Units.

[In the event the Company elects the cash equivalent, include:] [I acknowledge that the Company will deduct from payment applicable withholding taxes in accordance with the Plan.]

[In the event the Company elects Shares, include:]

[I (check one):

- () (i) enclose cash, a certified cheque, bank draft or money order to the Company in the amount of
\$ _____ as full payment for the applicable withholding taxes;
- () (ii) undertake to arrange, in a manner satisfactory to the Board, for such number of Shares to be sold as is necessary to raise an amount equal to the applicable withholding taxes and to cause the proceeds from the sale of such Shares to be delivered to the Company; or
- () (iii) if permitted by the Company, elect to settle for cash such number of Deferred Share Units as is necessary to raise funds sufficient to cover such withholding taxes with such amount being withheld by the Company.]

All capitalized terms used herein but not otherwise defined have the meanings ascribed thereto in the Plan.

Date _____

Name of DSU Participant

Signature of DSU
Participant

SCHEDULE "H"
SHARE UNIT SETTLEMENT NOTICE

In respect of the RSUs that Vested on _____ that were granted to you by Black Swan Graphene Inc. (the "**Company**") pursuant to the Company's Omnibus Equity Incentive Plan (the "**Plan**"), the Company hereby elects to settle the RSUs (including for any fractional RSUs) as follows [Company to select one]:

- () (i) the cash equivalent, calculated in accordance with Section 5(5)(a) of the Plan;
- () (ii) Shares, calculated in accordance with Section 5(5)(b) of the Plan; or
- () (iii) the cash equivalent for _____ RSUs and Shares for ___ RSUs.

In respect of the PSUs that Vested on _____ that were granted to you by the Company pursuant to the Plan, the Company hereby elects to settle the PSUs (including for any fractional PSUs) as follows [Company to select one]:

- () (i) the cash equivalent, calculated in accordance with Section 6(6)(a) of the Plan;
- () (ii) Shares, calculated in accordance with Section 6(6)(b) of the Plan; or
- () (iii) the cash equivalent for _____ PSUs and Shares for ___ PSUs.

[In the event the Company elects the cash equivalent, include:] [I acknowledge that the Company will deduct from payment applicable withholding taxes in accordance with the Plan.]

[In the event the Company elects Shares, include:] [I (check one):

- () (i) enclose cash, a certified cheque, bank draft or money order to the Company in the amount of
 \$ _____ as full payment for the applicable withholding taxes;
- () (ii) undertake to arrange, in a manner satisfactory to the Board, for such number of Shares to be sold as is necessary to raise an amount equal to the applicable withholding taxes and to cause the proceeds from the sale of such Shares to be delivered to the Company; or
- () (iii) if permitted by the Company, elect to settle for cash such number of [RSUs][PSUs] as is necessary to raise funds sufficient to cover such withholding taxes with such amount being withheld by the Company.]

All capitalized terms used herein but not otherwise defined have the meanings ascribed thereto in the Plan.

Date _____

Name of Participant _____

Signature of Participant _____

SCHEDULE "I"
DSU TERMINATION NOTICE

Notwithstanding my previous election on the DSU Election Notice dated _____, I hereby elect to terminate my participation in the Omnibus Equity Incentive Plan (the "**Plan**") of Black Swan Graphene Inc. (the "**Company**") effective as of the date this Termination Notice is received by the Company.

I understand that the Deferred Share Units already granted under the Plan cannot be settled until the DSU Termination Date.

I confirm that I have received and reviewed a copy of the terms of the Plan and agree to continue to be bound by the Plan.

All capitalized terms used herein but not otherwise defined have the meanings ascribed thereto in the Plan.

Date

Name of DSU Participant

Signature of DSU
Participant

SCHEDULE "B"

AUDIT COMMITTEE CHARTER

Charter of the Audit Committee of

the Board of Directors

1) Purpose

The Audit Committee (the "**Committee**") is appointed by the Board of Directors (the "**Board**") of Black Swan Graphene Inc. (the "**Company**") to assist the Board in fulfilling its duties and oversight responsibilities with respect to:

- a) the integrity of the Company's financial statements;
- b) compliance with legal and regulatory requirements;
- c) adequacy and maintenance of the systems and internal controls established by the Company;
- d) the appointment, remuneration, qualifications, independence, and performance of the external auditor; and
- e) capital management (funding, liquidity, balance sheet management, dividends).

2) Authority of the Committee

The Committee shall have the authority to:

- a) appoint the external auditor of the Company and set and pay the compensation of such external auditor;
- b) engage independent counsel and other advisors as it determines necessary to carry out its duties and set and pay the compensation of any advisors employed by the Committee; and
- c) adopt such policies and procedures, as it deems appropriate to operate effectively.

3) Composition and Meetings

The Committee and its membership shall meet all applicable legal, regulatory and listing requirements, including, without limitation, those of the Ontario Securities Commission ("**OSC**"), the TSX Venture Exchange ("**TSXV**"), the *Business Corporations Act* (British Columbia) and all applicable securities regulatory authorities.

- a) The Committee shall consist of at least three directors, the majority of whom shall meet the independence requirements and all of whom shall meet the financial literacy and experience requirements of National Instrument 52-110 – Audit Committees ("**NI 52-110**") and any other applicable regulatory bodies or security exchange of which the Company has listed securities. Financial literacy requires that each member of the Committee shall possess the knowledge and skills to read and understand a set of financial statements generally comparable to the complexity of issues that can be reasonably expected in the Company's financial statements and have the confidence to make responsible financial decisions on behalf of the Company.
- b) The Board, at its annual organizational meeting, shall appoint the members of the Committee for the ensuing year. The Board may at any time remove or replace the members of the Committee and may fill any vacancy of the Committee. Replacements of vacancies of members of the Committee must be

filed by the latter of either the next annual meeting or six months from the date of the vacancy. Until such replacement is made, the remaining members of the Committee may exercise all of its powers and responsibilities so long as a quorum remains in office.

- c) The Board will appoint a chair (the “**Chair**”) of the Committee who shall be independent and will have oversight of the Committee. The duties and responsibilities of the Chair are more particularly described in Schedule “A” attached hereto.
- d) The Committee shall meet at least quarterly, at the discretion of the Chair, with minimum of two and at least 50% of the members of the Committee present, either in person or by telephone or by electronic communication, shall constitute a quorum.
- e) The Committee shall keep minutes of its meetings, which shall be submitted to the Board. The Committee may, from time to time, appoint any person who need not be a member of the Committee, to act as a secretary of such meeting.
- f) A meeting of the Committee may be called by letter, telephone, facsimile, email or other electronic communication, by giving at least 48 hours’ notice, and that no notice of a meeting shall be necessary if all of the members are present either in person or by means of teleconference or videoconference facilities or other electronic communication or if those absent have waived notice or otherwise signified their consent to the holding of such meeting, which shall constitute a valid meeting for the purpose of conducting business, provided a quorum exists.
- g) Any matters to be determined by the Committee shall be decided by a majority of votes cast at a meeting of the Committee called for such purpose. Actions of the Committee may be taken by an instrument or instruments in writing signed by all of the members of the Committee, and such actions shall be effective as though they had been decided by a majority of votes cast at a meeting of the Committee called for such purpose. The Committee shall report its determinations to the Board at the next scheduled meeting of the Board, or earlier as the Committee deems necessary. All decisions or recommendations of the Committee shall require the approval of the Board prior to implementation, other than those relating to non-audit services and annual audit fees which do not require the approval of the Board.
- h) The Committee may request any officer or employee of the Company, its external legal counsel or its external auditor attend a meeting of the Committee or meeting with any member(s) of the Committee.

4) Duties and Responsibilities

The Committee shall:

- a) review and discuss with Management prior to public disclosure, annual reports, quarterly reports, Management Discussion and Analysis (“**MD&A**”), earnings press release and any other material disclosure documents containing or incorporating by reference audited or unaudited financial statement of the Company in accordance with NI 51-102 – Continuous Disclosure Obligations (“**NI 51-102**”);
- b) review and recommend approval to the Board the annual and unaudited quarterly financial statements, MD&A and public release thereof by Management in accordance with National Instrument 52-110 – Audit Committees (“**NI 52-110**”);
- c) oversee the reliability and integrity of accounting principles and practices followed by Management, of the financial statements and other publicly reported financial information, and of the disclosure

principles and practices followed by Management. The Committee will have unrestricted access to the books and records of the Company;

- d) provide oversight of the transparency, disclosure and controls of the Company including, without limitation, compliance with NI 51-102, NI 52-110, National Policy 51-201 – Disclosure Standards (“**NP 51-201**”), all applicable laws including the *Business Corporations Act (British Columbia)*, and all applicable securities regulatory authorities including the OSC and TSXV with periodic reviews of the Company policies;
- e) provide fair disclosure and equal treatment of all shareholders including disclosure of all major transactions and material events on the Company’s website and/or www.sedar.com and ensure shareholders are sent notices annually that they can request paper copies of financial disclosure materials;
- f) evaluate the necessity of making public disclosures including making determinations about whether a “material change” has occurred, a selective disclosure or misrepresentation has been or might be made;
- g) ensure timely disclosure of “Material Information” including “material facts” and/or “material changes” in accordance with NP 51-201;
- h) review established timelines for the preparation of disclosure documents, which timelines shall include critical dates and deadlines during the disclosure process relating to the preparation of drafts, the circulation of drafts to appropriate Company personnel, the Company’s independent auditors, and the Committee;
- i) review and assess the adequacy and effectiveness of the Company’s internal control processes and systems and report to the Board on deficiencies, significant deficiencies and material weaknesses of internal audit including Management’s response to such deficiencies and weaknesses;
- j) periodically review risk management systems and processes including assessing such risks when planning new strategies, activities and products and review with Management and the external auditor any significant financial risks or exposures and the steps Management has taken to minimize such risks;
- k) appoint an external auditor and provide oversight of the work of the external auditor including:
 - i) taking reasonable steps to ensure the objectivity and independence of the external auditor including, in accordance with International Financial Reporting Standards (“**IFRS**”) and applicable securities laws, receipt of a formal written statement from the external auditor confirming its independence and delineating all relationships between the external auditor and the Company,
 - ii) pre-approving any non-audit services of the external auditor, including adherence to the Policy and Procedure for Engagement of Non-Audit Services as set forth in Schedule “B” attached hereto,
 - iii) approving the lead audit partner for the Company’s external auditor and ensuring that such lead partner is rotated and has not performed audit services for the Company for more than five (5) previous fiscal years,
 - iv) communicating directly with the external auditor and meeting with the external auditor and Management in separate sessions,
 - v) reporting to the Board after consultation with Management that the external auditor is in compliance with all relevant laws, regulations and company policies,

- vi) reviewing the major accounting estimates, assumptions or adjustments made by the external auditors including any accounting adjustments requested by the external auditors but rejected by Management,
 - vii) resolving disagreements between Management and the external auditor regarding finance reporting,
 - viii) consulting with the external auditor on the audit scope and plan of the external auditor including receiving written confirmation annually as to the external auditor's processes and quality control and disclosure of any investigations or government inquiries or reviews of the external auditor, and
 - ix) periodically report to the Board on the performance of the external auditor;
- l) review and approve the annual operating budget for the Company and its subsidiaries on a consolidated basis including funding, liquidity, balance sheet management and dividends and monitor the Company's performance against such budget;
 - m) review and recommend to the Board any financing proposals the Committee deems appropriate;
 - n) execute any such instruments, agreements, elections and documents on behalf of the Company as may be necessary or appropriate to give effect to decisions made by the Committee pursuant to this Charter; and
 - o) review annually this Charter and recommend any changes thereto for approval by the Board.

The Committee shall perform any other activities consistent with this Charter and governing law, as the Committee or the Board deems necessary or appropriate.