



**NOTICE OF MEETING  
AND  
INFORMATION CIRCULAR  
for the 2024 Annual General Meeting  
of the Shareholders of  
ONYX GOLD CORP.**

**Dated as of August 19, 2024**



**ONYX GOLD CORP.**

375 Water Street, Suite 405  
Vancouver, BC V6B 5C6  
Tel: 1-855-629-1165 (toll free)

**NOTICE OF ANNUAL GENERAL MEETING OF SHAREHOLDERS**

**NOTICE IS HEREBY GIVEN** that the annual general meeting (the "**Meeting**") of the shareholders of Onyx Gold Corp. (the "**Company**") will be held at 15<sup>th</sup> Floor, 1111 West Hastings Street, Vancouver, British Columbia, Canada on Monday, September 23, 2024 at 1:30 p.m. (Vancouver time) for the following purposes:

1. to receive the audited consolidated financial statements of the Company for the fiscal year ended March 31, 2024 and for the period from incorporation to March 31, 2023, together with the auditors' report thereon;
2. to fix the number of directors at five (5) for the ensuing year;
3. to elect directors for the ensuing year as described in the information circular accompanying this Notice;
4. to appoint De Visser Gray LLP, Chartered Professional Accountants, as the Company's auditors for the ensuing fiscal year at a remuneration to be fixed by the directors; and
5. to transact such further or other business as may properly come before the Meeting and any adjournments thereof.

The specific details of the foregoing matters to be put before the Meeting are set forth in the information circular (the "**Information Circular**") accompanying this Notice. The audited consolidated financial statements and related MD&A for the Company for the financial year ended March 31, 2024 are available upon request to the Company or they can be found on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca).

The Board of Directors of the Company has by resolution fixed the close of business on August 19, 2024 as the record date for the Meeting, being the date for the determination of the registered holders of common shares of the Company entitled to notice of and to vote at the Meeting and any adjournment(s) thereof.

Completed forms of proxy must be deposited at the office of the Company's registrar and transfer agent, Computershare Investor Services Inc., Proxy Department, 100 University Avenue, 8<sup>th</sup> Floor, Toronto, Ontario, M5J 2Y1, not later than forty-eight (48) hours, excluding Saturdays, Sundays and

holidays, prior to the time of the Meeting, unless the chairman of the Meeting elects to exercise his discretion to accept proxies received subsequently.

Non-registered shareholders who receive these materials through their broker or other intermediary are requested to follow the instructions for voting provided by their broker or intermediary, which may include the completion and delivery of a voting instruction form.

DATED at Vancouver, British Columbia, this 19<sup>th</sup> day of August, 2024.

**BY ORDER OF THE BOARD**

*"Brock Colterjohn"*

**BROCK COLTERJOHN**

President, Chief Executive Officer  
and a Director



**ONYX GOLD CORP.**

375 Water Street, Suite 405  
Vancouver, BC V6B 5C6  
Tel: 1-855-629-1165 (toll free)

**INFORMATION CIRCULAR**

(As at August 19, 2024, except as indicated)

Onyx Gold Corp. (the "**Company**") is providing this information circular (the "**Information Circular**") and a form of proxy in connection with management's solicitation of proxies for use at the annual general meeting (the "**Meeting**") of the shareholders of the Company (the "**Shareholders**") to be held on Monday, September 23, 2024 at 1:30 p.m. (Vancouver time) and at any adjournments and postponements thereof. The Company will conduct its solicitation by mail and officers and employees of the Company may, without receiving special compensation, also telephone or make other personal contact. The Company will pay the cost of solicitation.

All dollar amounts referenced herein are expressed in Canadian Dollars unless otherwise stated.

**APPOINTMENT OF PROXYHOLDER**

The purpose of a proxy is to designate persons who will vote the proxy on a Shareholder's behalf in accordance with the instructions given by the Shareholder in the proxy. The persons whose names are printed in the enclosed form of proxy are officers or directors of the Company (the "**Management Proxyholders**").

**A Shareholder has the right to appoint a person other than a Management Proxyholder, to represent the Shareholder at the Meeting by striking out the names of the Management Proxyholders and by inserting the desired person's name in the blank space provided or by executing a proxy in a form similar to the enclosed form. A proxyholder need not be a Shareholder.**

**VOTING BY PROXY**

**Only registered Shareholders or duly appointed proxyholders are permitted to vote at the Meeting.** Common shares of the Company ("**Shares**") represented by a properly executed proxy will be voted or be withheld from voting on each matter referred to in the Notice of Meeting in accordance with

the instructions of the Shareholder on any ballot that may be called for and if the Shareholder specifies a choice with respect to any matter to be acted upon, the Shares will be voted accordingly.

**If a Shareholder does not specify a choice and the Shareholder has appointed one of the Management Proxyholders as proxyholder, the Management Proxyholder will vote in favour of the matters specified in the Notice of Meeting and in favour of all other matters proposed by management at the Meeting.**

**The enclosed form of proxy also gives discretionary authority to the person named therein as proxyholder with respect to amendments or variations to matters identified in the Notice of the Meeting and with respect to other matters which may properly come before the Meeting.** At the date of this Information Circular, management of the Company knows of no such amendments, variations, or other matters to come before the Meeting.

#### **COMPLETION AND RETURN OF PROXY**

Completed forms of proxy must be deposited at the office of the Company's registrar and transfer agent, Computershare Investor Services Inc., Proxy Department, 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1, not later than forty-eight (48) hours, excluding Saturdays, Sundays and holidays, prior to the time of the Meeting, unless the chairman of the Meeting elects to exercise his discretion to accept proxies received subsequently.

#### **NON-REGISTERED HOLDERS**

**Only registered Shareholders or persons they appoint as their proxies are permitted to vote at the Meeting.** Registered Shareholders are holders of the Company whose names appear on the Share register of the Company and are not held in the name of a brokerage firm, bank, or trust company through which they purchased Shares. Whether or not you are able to attend the Meeting, Shareholders are requested to vote their proxy in accordance with the instructions on the proxy. Most Shareholders are "non-registered" Shareholders ("**Non-Registered Shareholders**") because the Shares they own are not registered in their names but instead registered in the name of a nominee (a "**Nominee**") such as a brokerage firm through which they purchased the Shares. The Company's Shares beneficially owned by a Non-Registered Shareholder are registered either: (i) in the name of an intermediary (an "**Intermediary**") that the Non-Registered Shareholder deals with in respect of their Shares of the Company (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans); or (ii) in the name of a clearing agency (such as The Canadian Depository for Securities Limited or The Depository Trust & Clearing Corporation) of which the Intermediary is a participant.

There are two kinds of beneficial owners: those who object to their name being made known to the issuers of securities which they own (called "**OBOs**" for Objecting Beneficial Owners) and those who do not object (called "**NOBOs**" for Non-Objecting Beneficial Owners).

The Company is sending the Meeting materials directly to NOBOs in connection with the Meeting. The Company does not intend to pay for Nominees to deliver the Meeting materials and Form 54-101F7 – *Request for Voting Instructions Made by Intermediary* to OBOs. As a result, OBOs will not receive the Meeting materials unless their Nominee assumes the costs of delivery.

#### **NOTICE-AND-ACCESS**

The Company is not sending the Meeting materials to Shareholders using "notice-and-access", as defined under National Instrument 54-101 - *Communication with Beneficial Owners of Securities of a Reporting Issuer*.

#### **REVOCABILITY OF PROXY**

In addition to revocation in any other manner permitted by law, a Shareholder, his or her attorney authorized in writing or, if the Shareholder is a corporation, a corporation under its corporate seal or by an officer or attorney thereof duly authorized, may revoke a proxy by instrument in writing, including a proxy bearing a later date. The instrument revoking the proxy must be deposited at the registered office of the Company, at any time up to and including the last business day preceding the date of the Meeting, or any adjournment thereof, or with the chairman of the Meeting on the day of the Meeting.

#### **VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF**

The Company is authorized to issue unlimited Shares without par value, of which 48,538,381 Shares are issued and outstanding as at the record date of August 19, 2024 (the "**Record Date**"). Persons who are registered Shareholders at the close of business on the Record Date will be entitled to receive notice of and vote at the Meeting and will be entitled to one vote for each Share held.

To the knowledge of the directors and executive officers of the Company, no person beneficially owns, controls or directs, directly or indirectly, voting securities of the Company carrying 10% or more of the voting rights attached to any class of voting securities of the Company, except the following:

<b>Name</b>	<b>No. of Shares Beneficially Owned, Controlled or Directed, Directly or Indirectly</b>	<b>Percentage of Outstanding Shares <sup>(1)</sup></b>
HighGold Mining Inc. <sup>(2)</sup>	5,000,000	10.30%

<sup>(1)</sup> Based on 48,538,381 Shares issued and outstanding as of August 19, 2024.

<sup>(2)</sup> HighGold Mining Inc. is a wholly-owned subsidiary of Contango ORE, Inc. a company listed on the New York Stock Exchange American.

#### **FINANCIAL STATEMENTS AND AUDITORS' REPORT**

The audited financial statements of the Company (the "**Financial Statements**") for the for the fiscal year ended March 31, 2024 and for the period from incorporation to March 31, 2023, and the auditors' report thereon will be tabled before the Shareholders at the Meeting. The audited financial statements have been approved by the audit committee and the board of directors (the "**Board**"). The Financial Statements can also be found under the Company's profile on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca). No vote by the Shareholders is required to be taken with respect to the Financial Statements.

**NUMBER OF DIRECTORS**

The Board presently consists of five (5) directors to be elected annually. At the Meeting, it is proposed to keep the number of directors elected at five (5) directors to hold office until the next annual general meeting. Shareholder approval will be sought to fix the number of directors of the Company at five (5). **In the absence of instructions to the contrary, the enclosed proxy will be voted to set the number of directors of the Company at five (5).**

**ELECTION OF DIRECTORS**

The directors of the Company are elected at each annual general meeting and hold office until the next annual general meeting or until their successors are appointed. **In the absence of instructions to the contrary, the enclosed proxy will be voted FOR the nominees herein listed.**

The Company has an audit committee (the "**Audit Committee**") and a Nominating and Compensation Committee (the "**Compensation Committee**"). Members of the Audit Committee and the Compensation Committee are set out below.

Management of the Company proposes to nominate each of the following persons for election as a director. Information concerning such persons, as furnished by the individual nominees, is as follows:

Name, Position and Residence	Principal Occupation or employment and, if not a previously elected Director, occupation during the past 5 years	Served as a Director Since	Number of Shares Beneficially Owned, Controlled or Directed, Directly or Indirectly <sup>(1)</sup>
Brock Colterjohn Chief Executive Officer and a Director <i>Ontario, Canada</i>	President and Chief Executive Officer of Onyx Gold Corp.	July 13, 2023	398,334
Darwin Green Executive Chairman and a Director <i>British Columbia, Canada</i>	President and Chief Executive Officer of HighGold Mining Inc.	February 13, 2023	273,032
Michael Cinnamon <sup>(2)(3)</sup> Director <i>British Columbia, Canada</i>	Chief Financial Officer and Senior Vice President of Finance of B2 Gold Corp.	June 6, 2023	291,667
Gwen Preston <sup>(2)(3)</sup> Director <i>British Columbia, Canada</i>	Vice President Investor Relations of West Red Lake Gold Mines Ltd.	June 6, 2023	44,167
Kiran Patankar <sup>(2)(3)</sup> Director <i>British Columbia, Canada</i>	President and Chief Executive Officer of Maple Gold Mines Ltd.	June 6, 2023	91,292

- (1) Shares beneficially owned, directly or indirectly, or over which control or direction is exercised, as at the Record Date, based upon information furnished to the Company by individual directors. Unless otherwise indicated, such Shares are held directly.
- (2) Member of the Audit Committee.
- (3) Member of the Compensation Committee.

No proposed director is to be elected under any arrangement or understanding between the proposed director and any other person or company, except the directors and executive officers of the Company acting solely in such capacity.

#### **CEASE TRADE ORDERS, BANKRUPTCIES, PENALTIES AND SANCTIONS**

To the knowledge of the Company, except as set out below in this Information Circular, no proposed director:

- (a) is, as at the date of the Information Circular, or has been, within 10 years before the date of the Information Circular, a director, chief executive officer ("CEO") or chief financial officer ("CFO") of any company (including the Company) that:
  - (i) was the subject, while the proposed director was acting in the capacity as director, CEO or CFO of such company, of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days; or
  - (ii) was subject to a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days, that was issued after the proposed director ceased to be a director, CEO or CFO but which resulted from an event that occurred while the proposed director was acting in the capacity as director, CEO or CFO of such company; or
- (b) is, as at the date of this Information Circular, or has been within 10 years before the date of the Information Circular, a director or executive officer of any company (including the 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; or
- (c) has, within the 10 years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement, or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of 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



Table of compensation excluding compensation securities							
Name and position	Year	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Darwin Green <sup>(3)</sup> <i>Executive Chairman and a Director</i>	2024	62,500	-	-	-	-	62,500
	2023	-	-	-	-	-	-
Michael Cinnamond <sup>(4)</sup> <i>Director</i>	2024	-	-	-	-	-	-
	2023	-	-	-	-	-	-
Gwen Preston <sup>(4)</sup> <i>Director</i>	2024	-	-	-	-	-	-
	2023	-	-	-	-	-	-
Kiran Patankar <sup>(4)</sup> <i>Director</i>	2024	-	-	-	-	-	-
	2023	-	-	-	-	-	-

Notes:

- (1) Brock Colterjohn was appointed as President & CEO on July 13, 2023.
- (2) Aris Morfopoulos was appointed a Director on February 13, 2023 and CFO and Corporate Secretary on July 13, 2023. Mr. Morfopoulos resigned as a Director on July 13, 2023.
- (3) Darwin Green was appointed a Director on February 13, 2023 and Executive Chairman on July 13, 2023.
- (4) Michael Cinnamond, Gwen Preston and Kiran Patankar were appointed Directors on June 6, 2023.

### External Management Companies

None of the NEOs or directors of the Company have been retained or employed by an external management company which has entered into an understanding, arrangement or agreement with the Company to provide executive management services to the Company, directly or indirectly. Each of the NEOs of the Company have entered into employment agreements with the Company (see "Employment, Consulting and Management Agreements" below).

### Stock Options and Other Compensation Securities

Set out below is a summary of all compensation securities granted or issued to each NEO and director of the Company during the Financial Year:

Compensation Securities							
Name and Position	Type of Compensation Security	Number of Compensation Securities, Number of Underlying Securities, and Percentage of Class <sup>(1)(2)</sup>	Date of Issue or Grant (dd/mm/yyyy)	Issue, conversion or exercise price (\$) <sup>(9)</sup>	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end (\$)	Expiry Date (dd/mm/yyyy)
Brock Colterjohn <sup>(3)</sup> President, CEO and a Director	Stock Options	400,000	06/07/2023	0.50	0.50	0.215	06/07/2028
	Restricted Share Units	250,000	06/07/2023	N/A	0.50	0.215	06/07/2028

Compensation Securities							
Name and Position	Type of Compensation Security	Number of Compensation Securities, Number of Underlying Securities, and Percentage of Class <sup>(1)(2)</sup>	Date of Issue or Grant (dd/mm/yyyy)	Issue, conversion or exercise price (\$) <sup>(9)</sup>	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end (\$)	Expiry Date (dd/mm/yyyy)
Aris Morfopoulos <sup>(4)</sup> Chief Financial Officer and a Former Director	Stock Options	31,250	9/16/2019	0.28	0.50	0.215	9/16/2024
	Stock Options	5,000	11/1/2019	0.73	0.50	0.215	6/14/2024
	Stock Options	18,750	3/3/2020	0.63	0.50	0.215	3/3/2025
	Stock Options	18,750	5/19/2021	0.90	0.50	0.215	5/19/2026
	Stock Options	8,750	4/5/2022	0.63	0.50	0.215	4/5/2027
	Stock Options	150,000	06/07/2023	0.50	0.50	0.215	06/07/2028
	Restricted Share Units	100,000	06/07/2023	N/A	0.50	0.215	06/07/2028
Darwin Green <sup>(5)</sup> Director	Stock Options	35,417	9/16/2019	0.28	0.50	0.215	9/16/2024
	Stock Options	12,500	11/1/2019	0.73	0.50	0.215	6/14/2024
	Stock Options	125,000	3/3/2020	0.63	0.50	0.215	3/3/2025
	Stock Options	87,500	5/19/2021	0.90	0.50	0.215	5/19/2026
	Stock Options	25,000	4/5/2022	0.63	0.50	0.215	4/5/2027
	Stock Options	400,000	06/07/2023	0.50	0.50	0.215	06/07/2028
	Restricted Share Units	300,000	06/07/2023	N/A	0.50	0.215	06/07/2028

Compensation Securities							
Name and Position	Type of Compensation Security	Number of Compensation Securities, Number of Underlying Securities, and Percentage of Class <sup>(1)(2)</sup>	Date of Issue or Grant (dd/mm/yyyy)	Issue, conversion or exercise price (\$) <sup>(9)</sup>	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end (\$)	Expiry Date (dd/mm/yyyy)
Michael Cinnamon <sup>(6)</sup> Director	Stock Options	37,500	9/16/2019	0.28	0.50	0.215	9/16/2024
	Stock Options	12,500	3/3/2020	0.63	0.50	0.215	3/3/2025
	Stock Options	31,250	5/19/2021	0.90	0.50	0.215	5/19/2026
	Stock Options	8,750	4/5/2022	0.63	0.50	0.215	4/5/2027
	Stock Options	150,000	06/07/2023	0.50	0.50	0.215	06/07/2028
	Restricted Share Units	50,000	06/07/2023	N/A	0.50	0.215	06/07/2028
Gwen Preston <sup>(7)</sup> Director	Stock Options	150,000	06/07/2023	0.50	0.50	0.215	06/07/2028
	Restricted Share Units	50,000	06/07/2023	N/A	0.50	0.215	06/07/2028
Kiran Patankar <sup>(8)</sup> Director	Stock Options	150,000	06/07/2023	0.50	0.50	0.215	06/07/2028
	Restricted Share Units	50,000	06/07/2023	N/A	0.50	0.215	06/07/2028

**Notes:**

- (1) Each stock option is exercisable into one (1) common share in the capital of the Company. For each of the option grants listed, the percentage of underlying securities amounts to less than 1% of the class.
- (2) Each Restricted Share Unit, upon vesting, will be settled by cash payment, or at the sole discretion of the board of directors of the Company, by the issuance of a common share of the Company.
- (3) As at March 31, 2024, Mr. Colterjohn held a total of 400,000 Stock Options, which are subject to the vesting provisions described below.
- (4) As at March 31, 2024, Mr. Morfopoulos held a total of 232,500 Stock Options, of which 150,000 stock options are subject to the vesting provisions described below.
- (5) As at March 31, 2024, Mr. Green held a total of 685,417 Stock Options, of which 400,000 stock options are subject to the vesting provision described below.
- (6) As at March 31, 2024, Mr. Cinnamon held a total of 240,000 Stock Options, of which 150,000 stock options are subject to the vesting provisions described below.
- (7) As at March 31, 2024, Mr. Preston held a total of 150,000 Stock Options, which are subject to the vesting provisions described below.
- (8) As at March 31, 2024, Mr. Patankar held a total of 150,000 Stock Options, which are subject to the vesting provisions described below.
- (9) Stock Option Price calculated as a weighted average price of all options issued as part of the HighGold Spin Out.

All stock options, unless otherwise specified, are granted subject to the following vesting provisions: (i) 1/3 vest on the date of the grant, (ii) 1/3 vest one year from the date of grant (iii) 1/3 vest two years from date of grant.

All Restricted Share Units are granted subject to the following vesting provisions: (i) 1/3 vest one year from the date of the grant, (ii) 1/3 vest two years from the date of grant (iii) 1/3 vest three years from date of grant.

Except as disclosed herein, none of the compensation securities have been re-priced, cancelled and replaced, had its term extended or otherwise been materially modified during the Financial Year. Except as otherwise disclosed under "*Omnibus Share Incentive Plan*" below, none of the compensation securities have any restrictions or conditions for converting, exercising or exchanging the compensation securities.

During the financial year ended March 31, 2024, none of the NEOs or directors exercised any compensation securities.

#### **Omnibus Share Incentive Plan**

Directors, officers, employees and consultants are eligible under the Omnibus Share Incentive Plan to receive grants of stock options, restricted share units, performance share units and deferred share units. The Omnibus Share Incentive Plan includes (i) a "rolling" stock option plan component that sets the maximum number of common shares that are issuable pursuant to the exercise of stock options shall not exceed 10% of the issued and outstanding Common shares of the Company as at the date of any stock option grant, and (ii) a "fixed" share unit and deferred share unit component, which provides that no more than 4,120,821 common shares of the Company, in aggregate, may be reserved for issuance at any given time pursuant to the settlement of restricted share units and deferred share units granted under the Omnibus Share Incentive Plan. The full text of the Omnibus Share Incentive Plan is attached hereto as Schedule "A".

#### **Employment, Consulting and Management Agreements**

For the purposes of this section, a "**Triggering Event**" means any of the following:

- (a) a take-over bid (as defined in the *Securities Act* (British Columbia) which is successful in acquiring common shares,
- (b) a change of control of the board of directors, defined as the election by the members of the Company of less than a majority of the persons nominated for election by management of the Company,
- (c) the sale of all or substantially all the assets of the Company,
- (d) the sale, exchange or other disposition of a majority of the outstanding common shares in a single or series of related transactions,
- (e) approval by the directors or members of the Company of a complete liquidation or dissolution of the Company, or

- (f) the merger or amalgamation or other corporate restructuring of the Company in a transaction or series of transactions in which the Company's members receive less than 51% of the outstanding common shares of the new or continuing corporation.

#### *Colterjohn Employment Agreement*

The Company entered into an employment agreement dated effective July 1, 2023 (the "**Colterjohn Employment Agreement**") with Brock Colterjohn, pursuant to which Mr. Colterjohn is paid a full-time annual base salary of \$19,150 per month to serve as the President and Chief Executive Officer of the Company. The Colterjohn Employment Agreement contains provisions whereby Mr. Colterjohn may, in the sole direction of the board of directors of the Company (the "**Board**"), be granted a performance-based bonus as well as termination provisions (including a change of control provision), which termination provisions are summarized below:

- (a) Mr. Colterjohn may terminate his employment with the Company at any time by providing 8 weeks' notice in writing of his resignation. The Company may, in its discretion, require Mr. Colterjohn to leave prior to the effective resignation date stipulated by Mr. Colterjohn provided that the Company pay to Mr. Colterjohn an amount equal to the *pro rata* base salary that Mr. Colterjohn would have received had he continued to be employed by the Company for the full 8 weeks from the effective resignation date,
- (b) the Company may immediately terminate the Colterjohn Employment Agreement at any time without notice, payment in lieu of notice or severance compensation of any kind if there is just cause at common law to terminate Mr. Colterjohn's employment. If Mr. Colterjohn is terminated for just cause, all outstanding stock options on the date of termination shall be cancelled as of that date pursuant to the relevant provisions of the Omnibus Share Incentive Plan and the stock option agreements entered into between the Company and Mr. Colterjohn,
- (c) the Company may terminate Mr. Colterjohn's employment at any time without cause by (i) providing Mr. Colterjohn with four months' prior notice, plus one additional month of working notice for each completed year of service after the effective date of the Colterjohn Employment Agreement, up to a maximum period of 12 months, or (ii) paying Mr. Colterjohn a lump sum amount in lieu of working notice equivalent to four months of the base salary, plus one additional month's payment of base salary in lieu for each completed year of service after the effective date of the Colterjohn Employment Agreement, up to a maximum aggregate payment equal to 12 months of the Base Salary, less deductions required by law,
- (d) in the event that the Company terminates Mr. Colterjohn's employment without just cause, all stock option agreements between the Company and Mr. Colterjohn will remain in good standing until the earlier of twenty-24 months from (i) the date of termination or (ii) the original expiry of such stock option agreement, and
- (e) if a Triggering Event occurs, Mr. Colterjohn may, at any time within six months after the date of the Triggering Event and subject to the rules and policies of the TSX Venture Exchange (the "**TSXV**") or such other exchange on which the Shares may become traded: (i) elect to continue his employment with the Company in accordance with the Colterjohn Employment

Agreement or as amended, or (ii) give notice in writing to the Company that the Colterjohn Employment Agreement has been terminated, in which case Mr. Colterjohn's employment will end and the Company will pay to Mr. Colterjohn a lump sum payment of \$460,000.

#### *Morfopoulos Employment Agreement*

The Company entered into an employment agreement dated effective July 1<sup>st</sup>, 2023 (the "**Morfopoulos Employment Agreement**") with Aris Morfopoulos, pursuant to which Mr. Morfopoulos is paid a part-time base salary of \$6,250 per month to serve as Chief Financial Officer of the Company. The Morfopoulos Employment Agreement contains provisions whereby Mr. Morfopoulos may, in the sole direction of the Board, be granted a performance-based bonus as well as termination provisions (including a change of control provision), which termination provisions are summarized below:

- (a) Mr. Morfopoulos may terminate his employment with the Company at any time by providing 12 weeks' notice in writing of his resignation. The Company may, in its discretion, require Mr. Morfopoulos to leave prior to the effective resignation date stipulated by Mr. Morfopoulos provided that the Company pay to Mr. Morfopoulos an amount equal to the *pro rata* base salary that Mr. Morfopoulos would have received had he continued to be employed by the Company for the full 12 weeks from the effective resignation date,
- (b) the Company may immediately terminate the Morfopoulos Employment Agreement at any time without notice, payment in lieu of notice or severance compensation of any kind if there is just cause at common law to terminate Mr. Morfopoulos' employment. If Mr. Morfopoulos is terminated for just cause, all outstanding stock options on the date of termination shall be cancelled as of that date pursuant to the relevant provisions of the Omnibus Share Incentive Plan and the stock option agreements entered into between the Company and Mr. Morfopoulos,
- (c) the Company may terminate Mr. Morfopoulos' employment at any time without just cause by (i) providing Mr. Morfopoulos with six months' prior notice, plus one additional month of working notice for each completed year of service after the effective date of the Morfopoulos Employment Agreement, up to a maximum period of 12 months, and (ii) paying Mr. Morfopoulos a lump sum amount in lieu of working notice equivalent to six months of the base salary, plus one additional month of payment in lieu for each completed year of service after the effective date of the Morfopoulos Employment Agreement, up to a maximum aggregate payment equal to 12 months of the base salary, less deductions required by law, and
- (d) if a Triggering Event occurs, Mr. Morfopoulos may, at any time within six months after the date of the Triggering Event and subject to the rules and policies of the TSXV or such other exchange on which the Shares may become traded: (i) elect to continue his employment with the Company in accordance with the Morfopoulos Employment Agreement or as amended, or (ii) give notice in writing to the Company that the Morfopoulos Employment Agreement has been terminated, in which case Mr. Morfopoulos' employment will end and the Company will pay to Mr. Morfopoulos a lump sum payment equal to 12 months of the base salary plus an amount equal to twice the amount of the most recent bonus.

## **Oversight and Description of Director and NEO Compensation**

The Company has taken a forward-looking approach for the compensation for its directors, officers, employees and consultants to ensure that the Company can continue to build and retain a successful and motivated team and, importantly, align the Company's future success with that of Shareholders.

The Company's compensation strategy is to attract and retain talent and experience with focused leadership in the operations, financing and asset management of the Company with the fundamental goal of creating maximum shareholder value while benefiting the regions in which the Company operates.

### Nominating & Compensation Committee

The Company's Nominating and Compensation Committee (the "**Compensation Committee**") is responsible for assisting the Board in monitoring, reviewing and approving compensation policies and practices of the Company and its subsidiaries and administering the Company's Omnibus Share Incentive Plan. The Compensation Committee relies on the experience of its members to ensure that the total compensation paid to the Company's management is fair and reasonable and is both in-line with the Company's financial resources and competitive with companies at a similar stage of development.

In consultation with the CEO, the Compensation Committee makes recommendations to the Board on the framework of executive remuneration, its cost and on specific remuneration packages for each of the directors and officers other than the CEO, including recommendations regarding awards under its equity compensation plan. The Compensation Committee also reviews executive compensation disclosure before the Company publicly discloses the information.

The Compensation Committee has the authority to engage and compensate, at the expense of the Company, any outside advisor that it determines to be necessary to permit it to carry out its duties (including compensation consultants and advisers). The Compensation Committee did not retain any such outside consultants or advisers during the Financial Year.

Currently, the Compensation Committee is comprised of three members, namely Gwen Preston, Michael Cinnamond, Kiran Patankar, all of whom are independent and knowledgeable as to appropriate factors to consider when determining fair compensation for a reporting issuer's management team and directors and of fair compensation practices.

### Compensation Components

Compensation of our NEOs is based on their skill, experience levels and the existing stage of development of the Company. NEOs are rewarded on the basis of the skill and level of responsibility involved in their position, the individual's experience and qualifications, the Company's resources, industry practice, and regulatory guidelines regarding executive compensation levels.

The Board has implemented three levels of compensation to align the interests of the NEOs with those of the Shareholders:

1. Annual base salary,
2. Short-term incentives (bonus), and
3. Long-term incentives (stock options).

The Company does not provide medical, dental, pension or other benefits to NEOs.

The Compensation Committee believes that the compensation policies and practices of the Company do not encourage executive officers to take unnecessary or excessive risk, however, the Board intends to review from time to time and at least once annually, the risks, if any, associated with the Company's compensation policies and practices at such time. Implicit in the Board's mandate is that the Company's policies and practices respecting compensation, including those applicable to the Company's executives, be designed in a manner which is in the best interests of the Company and Shareholders, and risk implications is one of many considerations which are taken into account in such design.

#### *Annual Base Salary*

The base compensation of each NEO is reviewed annually by the Board, based on the recommendations of the Compensation Committee. The salary review for each NEO is based on an assessment of factors such as:

- current competitive market conditions,
- compensation levels within its peer group of junior mining issuers at a similar stage of development,
- level of responsibility and importance of the position within the Company, and
- particular skills, such as leadership ability and management effectiveness, experience, responsibility and proven or expected performance of the particular individual.

Using this information, together with budgetary guidelines and other internally generated planning and forecasting tools, the Board performs an annual assessment of all NEO compensation levels and then sets base salaries or consulting fees of the NEOs in accordance with such assessment.

The base compensation of the directors of the Company is also reviewed and set annually by the Board, based on the recommendations of the Compensation Committee.

#### *Short-term Incentive Compensation – Bonus*

Short-term incentive compensation of each NEO consists of cash bonuses which, if awarded, recognize the contributions to achieving the Company's goal and objectives. Bonus payments are

determined by performance guidelines that the Board has adopted, with the objective that such remuneration is appropriate and equitable.

*Long-Term Compensation – Awards*

Long-term compensation is paid to NEOs in the form of grants of stock options, share units and deferred share units. The Company's Omnibus Share Incentive Plan used to encourage share ownership and entrepreneurship on the part of the directors, senior management, employees and consultants and as such, the Board believes that the Omnibus Share Incentive Plan aligns the interests of NEOs with the interests of Shareholders by linking a component of executive compensation to the longer-term performance of the Company.

The Omnibus Share Incentive Plan is administered by the Board, who have full and final authority with respect to the granting of all stock options, share units and deferred share units thereunder. All awards granted to NEOs are approved by the Board, based on the recommendations of the Compensation Committee. In administering award grants, the Board generally takes into account the level of options granted by comparable companies for similar levels of responsibility, the executive's performance, anticipated future contribution and on reports received from management, its own observations on individual performance (where possible) and its assessment of individual contribution to Shareholder value.

As of March 31, 2024, there were 3,650,624 stock options issued and outstanding, and 1,150,000 Restricted Share Units issued and outstanding to the Company's directors and NEOs pursuant to the Omnibus Share Incentive Plan.

**Pension Plan Benefits**

The Company does not have a pension plan that provides for payments or benefits to the NEOs at, following, or in connection with retirement.

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

**Equity Compensation Plan Information**

The following table sets out equity compensation plan information as at the end of the financial year ended March 31, 2024:

	<b>Number of securities to be issued upon exercise of outstanding options, warrants and rights</b>	<b>Weighted-average exercise price of outstanding options, warrants and rights</b>	<b>Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))<sup>(1)</sup></b>
<b>Plan Category</b>	<b>(a)</b>	<b>(b)</b>	<b>(c)</b>
Equity compensation plans approved by securityholders	3,650,624 options 1,150,000 RSUs	\$0.54 N/A	1,114,880 options 2,970,821 RSUs

	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) <sup>(1)</sup>
Plan Category	(a)	(b)	(c)
Equity compensation plans not approved by securityholders	Nil	\$N/A	Nil
<b>Total</b>	3,650,624 options 1,150,000 RSUs	\$0.54 N/A	1,114,880 options 2,970,821 RSUs

(1) Options and RSUs issued pursuant to the Company's Omnibus Share Incentive Plan.

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

As at the Record Date, there was no indebtedness outstanding of any current or former director, executive officer or employee of the Company or its subsidiaries which is owing to the Company or its subsidiaries, which is owing to another entity which indebtedness is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or its subsidiaries, entered into in connection with a purchase of securities or otherwise.

No individual who is, or at any time during the most recently completed financial year was, a director or executive officer of the Company, no proposed nominee for election as a director of the Company and no associate of such persons:

- (i) is or at any time since the beginning of the most recently completed financial year has been, indebted to the Company or its subsidiaries; or
- (ii) is indebted to another entity, which indebtedness is, or at any time since the beginning of the most recently completed financial year has been, the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or its subsidiaries, in relation to a securities purchase program or other program.

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

No person who has been a director or executive officer of the Company at any time since the beginning of the Company's last financial year, no proposed nominee of management of the Company for election as a director of the Company and no associate or affiliate of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership or otherwise, in matters to be acted upon at the Meeting other than the election of directors or the appointment of auditors.

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

None of the persons who were directors or executive officers of the Company or a subsidiary of the Company at any time during the Company's last financial year, the proposed nominees for election to the Board, any person or company who beneficially owns, directly or indirectly, or who exercises control or direction over (or a combination of both) more than 10% of the issued and outstanding common shares of the Company, nor any associate or affiliate of those persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any transaction or proposed transaction which has materially affected or would materially affect the Company.

### **APPOINTMENT OF AUDITORS**

At the Meeting, Shareholders will be asked to pass an ordinary resolution to appoint De Visser Gray LLP, Chartered Professional Accountants, as auditors of the Company and to authorize the directors of the Company to fix the remuneration to be to be paid to the auditors. An ordinary resolution needs to be passed by a simple majority of the votes cast by the Shareholders present in person or represented by proxy and entitled to vote at the Meeting.

**Management of the Company recommends that Shareholders vote for the appointment of De Visser Gray LLP, as the Company's auditors and to authorize the directors of the Company to fix the remuneration to be paid to the auditors.**

### **MANAGEMENT CONTRACTS**

Other than as disclosed herein, no management functions of the Company are to any substantial degree performed by a person or company other than the directors or executive officers of the Company.

### **AUDIT COMMITTEE**

Under National Instrument 52-110 *Audit Committees* ("NI 52-110"), a reporting issuer is required to provide disclosure annually with respect to its audit committee, including the text of its audit committee charter, information regarding the composition of the audit committee, and information regarding fees paid to its external auditor. The Company provides the following disclosure with respect to its Audit Committee.

#### **Audit Committee Charter**

The Audit Committee Charter sets out the Audit Committee's responsibilities and authority, procedures governing meetings, qualifications for membership and particulars governing the role of the chair of the Audit Committee. A copy of the Audit Committee Charter is attached as Schedule "B" hereto.

### **Composition of Audit Committee**

NI 52-110 provides that a member of an audit committee is “independent” if the member has no direct or indirect material relationship with the Company, which could, in the view of the Board, reasonably interfere with the exercise of the member’s independent judgment.

NI 52-110 provides that an individual is “financially literate” if he or she has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company’s financial statements. The following sets out the members of the audit committee and their education and experience that is relevant to the performance of his responsibilities as an audit committee member.

The Company’s audit committee will consist of Michael Cinnamond, Kiran Patankar and Gwen Preston. All members are considered “independent” and “financially literate” as such terms are defined in NI 52-110.

### **Relevant Education and Experience**

Based on their business and educational experiences, each audit committee member has a reasonable understanding of the accounting principles used by the Company to assess the general application of such principles in connection of the accounting for estimates, accruals and reserves; experience analyzing and evaluating financial statements that present a breadth and level of complexity of issues that can reasonably be expected to be raised by the Company’s financial statements, or experience actively supervising one or more individuals engaged in such activities; and an understanding of internal controls and procedures for financial reporting.

*Michael Cinnamond:* Mr. Cinnamond is currently Sr Vice President of Finance and Chief Financial Officer for B2Gold Corp. Prior to B2Gold, Mr. Cinnamond was an audit partner at PricewaterhouseCoopers LLP where he was the BC Resources Leader for the Mining, Forestry and Energy and Utilities practices. Mr. Cinnamond has 20 years of experience in the mining industry sector.

*Kiran Patankar:* Mr. Patankar is currently President and Chief Executive Officer for Maple Gold Mines Ltd. Prior to joining Maple Gold, Mr. Patankar was an investment banker for Canadian and global financial institutions from 2007 to 2014, working exclusively in the mining sector.

*Gwen Preston:* Ms. Preston is currently Vice President of Investor Relations for West Red Lake Gold Mines Ltd. From 2014 to 2024, Ms. Preston ran her own newsletter business, reviewing hundreds of projects and mining companies as investment opportunities. Ms. Preston has over 16 years of experience working in or covering in the mining industry as a writer and speaker.

### **Audit Committee Oversight**

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

### Reliance on Certain Exemptions

The Company has not relied on exemption any exemptions in NI 52-110, except for those in section 6.1 of NI 52-110, which exempts the Company from the requirements of Part 3 (Composition of the Audit Committee) and Part 5 (Reporting Obligations) of NI 52-110.

### Pre-Approval Policies and Procedures

The Audit Committee will have authority and responsibility for pre-approval of all non-audit services to be provided to the Company or its subsidiary entities by the external auditors or the external auditors of the Company's subsidiary entities, unless such pre-approval is otherwise appropriately delegated or if appropriate specific policies and procedures for the engagement of non-audit services have been adopted by the Audit Committee.

### External Auditors Service Fees (By Category)

The following table sets out the aggregate fees billed by De Visser Gray LLP, external auditors for the year ended March 31, 2024:

Financial Year Ending	Audit Fees <sup>(1)</sup>	Audit Related Fees <sup>(2)</sup>	Tax Fees <sup>(3)</sup>	All Other Fees <sup>(4)</sup>
March 31, 2024	\$30,000	\$Nil	\$3,000	\$Nil
March 31, 2023	\$7,500	\$Nil	\$750	\$Nil

**Notes:**

- (1) "Audit Fees" include the aggregate fees billed in each financial year for audit fees.
- (2) "Audit Related Fees" include the aggregate fees billed in each financial year for assurance and related services to the performance of the audit or review of the Company's financial statements not already disclosed under "Audit Fees".
- (3) "Tax Fees" are the aggregate fees billed by the auditor for tax compliance, tax advice and tax planning.
- (4) "All Other Fees" include aggregate fees billed for products or services not already reported in the above table.

### Exemption in Section 6.1 of NI 52-110

The Company is relying on the exemption provided by Section 6.1 of NI 52-110, which provides that the Company is not required to comply with Part 3 (Composition of the Audit Committee) and Part 5 (Reporting Obligations) of NI 52-110.

### **CORPORATE GOVERNANCE DISCLOSURE**

National Instrument 58-101, Disclosure of Corporate Governance Practices, requires all reporting issuers to provide certain annual disclosure of their corporate governance practices with respect to the corporate governance guidelines (the "Guidelines") adopted in National Policy 58-201. These Guidelines are not prescriptive but have been used by the Company in adopting its corporate governance practices. The Board and senior management of the Company consider good corporate governance to be an integral part of the effective and efficient operation of Canadian corporations. The Company's approach to corporate governance is set out below.

## **Board of Directors**

Management is nominating five individuals to the Board, all five of which are current directors of the Company.

The Board has a stewardship responsibility to supervise the management of and oversee the conduct of the business of the Company, provide leadership and direction to Management, evaluate Management, set policies appropriate for the business of the Company and approve corporate strategies and goals. The day-to-day management of the business and affairs of the Company is delegated by the Board to the CEO and the President. The Board will give direction and guidance through the President to Management and will keep Management informed of its evaluation of the senior officers in achieving and complying with goals and policies established by the Board.

The Guidelines suggest that the board of directors of every reporting issuer should be constituted with a majority of individuals who qualify as “independent” directors under NI 52-110, which provides that a director is independent if he or she has no direct or indirect “material relationship” with the Company. The “material relationship” is defined as a relationship which could, in the view of the Company’s Board, reasonably interfere with the exercise of a director’s independent judgement. All of the current members of the Board are considered “independent” within the meaning of NI 52-110, except for Brock Colterjohn, who is the President and CEO of the Company.

The Board recommends nominees to the shareholders for election as directors. Immediately following each annual general meeting, the Board appoints an Audit Committee and a Nominating and Compensation Committee and a chairperson of each committee. The Board elects a chairperson of the Board and establishes his or her duties and responsibilities, appoints the CEO, CFO and President of the Company and establishes the duties and responsibilities of those positions and on the recommendation of the CEO, appoints the senior officers of the Company and approves the senior Management structure of the Company.

The Board exercises its independent supervision over management by its policies that (a) periodic meetings of the Board be held to obtain an update on significant corporate activities and plans; and (b) all material transactions of the Company are subject to prior approval of the Board. The Board shall meet not less than three times during each year and will endeavour to hold at least one meeting in each fiscal quarter. The Board will also meet at any other time at the call of the CEO, or subject to the Articles of the Company, of any director.

The mandate of the Board, as prescribed by the *Business Corporations Act* (British Columbia), is to manage or supervise management of the business and affairs of the Company and to act with a view to the best interests of the Company. In doing so, the Board oversees the management of the Company’s affairs directly and through its committees.

## Directorships

Some of the directors of the Company are also directors of other issuers who are reporting in one or more Canadian jurisdictions as follows:

Director	Name of Reporting Issuer	Stock Exchange or Market
Kiran Patankar	Maple Gold Mines Ltd.	TSX.V
Darwin Green	Evergold Corp.	CVE

## Orientation and Continuing Education

The Board does not have any formal policies with respect to the orientation of new directors nor does it take any measures to provide continuing education for the directors. At this stage of the Company's development the Board does not feel it necessary to have such policies or programs in place.

## Ethical Business Conduct

To date, the Board has not adopted a formal written Code of Business Conduct and Ethics. However, the current limited size of the Company's operations, and the small number of officers and consultants, allow the Board to monitor on an ongoing basis the activities of management and to ensure that the highest standard of ethical conduct is maintained. As the Company grows in size and scope, the Board anticipates that it will formulate and implement a formal Code of Business Conduct and Ethics.

## Nomination of Directors

The Board has not adopted a formal process to select new nominees to the Board. The current nominees have been recruited by the current Board members, and the recruitment process has involved both formal and informal discussions among Board members and the CEO.

## Compensation of Directors and the CEO

The quantity and quality of the Board and CEO compensation is reviewed on an annual basis by the Compensation Committee and such recommendation are considered by the Board as a whole, which allows the independent directors to have input into compensation decisions.

## Other Board Committees

At the present time, the only standing committees are the Audit Committee, and the Compensation Committee. The written charter of the Audit Committee, as required by NI 52-110, is contained in Schedule "B" to this Information Circular and the charter of the Compensation Committee is contained in Schedule "C" to this Information Circular.

## Assessments

The Board monitors the performance of individual Board members and their contributions. The Board does not, at present, have a formal process in place for assessing the effectiveness of the Board as a whole, its committees or individual directors, but will consider implementing one in the future should

circumstances warrant. Based on the Company's size, its stage of development and the limited number of individuals on the Board, the Board considers a formal assessment process to be inappropriate at this time.

#### **ADDITIONAL INFORMATION**

Additional information relating to the Company is available on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca). Shareholders may contact the Company at its office at Suite 405 – 375 Water Street, Vancouver, British Columbia V6B 5C6 to request copies of the Company's financial statements and the related Management's Discussion and Analysis (the "MD&A"). Financial information is provided in the Company's comparative annual financial statements and MD&A for its most recently completed financial year and in the financial statements and MD&A for subsequent financial periods, which are available at [www.sedarplus.ca](http://www.sedarplus.ca).

#### **OTHER MATTERS**

Other than the above, management of the Company knows of no other matters to come before the Meeting other than those referred to in this Notice. However, if any other matters that are not known to 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.

#### **APPROVAL OF THE BOARD OF DIRECTORS**

The contents of this Information Circular have been approved, and the delivery of it to each Shareholder entitled thereto and to the appropriate regulatory agencies has been authorized, by the Board.

DATED at Vancouver, British Columbia, this 19<sup>th</sup> day of August, 2024.

#### **BY ORDER OF THE BOARD**

*"Brock Colterjohn"*

#### **BROCK COLTERJOHN**

President, Chief Executive Officer  
and a Director

**Schedule "A"**  
Omnibus Share Incentive Plan

(See attached)

**ONYX GOLD CORP.**

**OMNIBUS SHARE INCENTIVE PLAN**

*Approved by the Board effective April 24, 2023*

*Approved by Shareholders on \_\_\_\_\_*

**PART 1  
INTERPRETATION**

Onyx Gold Corp. (the "**Corporation**") hereby establishes an omnibus share incentive plan for certain qualified directors, executive officers, employees, Management Company Employees and Consultants of the Corporation or any of its Subsidiaries (as defined herein).

1.1 **Definitions.** Where used herein or in any amendments hereto or in any communication required or permitted to be given hereunder, the following terms shall have the following meanings, respectively, unless the context otherwise requires:

"**Account**" means a notional account maintained for each Participant on the books of the Corporation which will be credited with Share Units or DSUs, as applicable, in accordance with the terms of this Plan;

"**Affiliate**" has the meaning ascribed thereto in the *Securities Act* (British Columbia), as amended, supplemented or replaced from time to time;

"**Award**" means any of an Option, Share Unit or DSU granted pursuant to, or otherwise governed by, the Plan;

"**Award Agreement**" means an agreement evidencing the grant to a Participant of an Award, including an Option Agreement, a Share Unit Agreement, a DSU Agreement, an Employment Agreement or a Consulting Agreement;

"**Blackout Period**" means a period during which the Corporation prohibits Participants from trading securities of the Corporation which is formally imposed by the Corporation pursuant to its internal trading policies (which, for greater certainty, does not include a period during which a Participant or the Corporation is subject to a cease trade order (or similar order under securities laws) in respect of the Corporation's securities);

"**Blackout Period Expiry Date**" means the date on which a Blackout Period expires;

"**Board**" means the board of directors of the Corporation, as constituted from time to time;

"**Business Day**" means a day, other than a Saturday, Sunday or statutory holiday, when Canadian chartered banks are generally open for business in Vancouver, British Columbia for the transaction of banking business;

"**Canadian Participant**" means a Participant who is a resident of Canada and/or who is granted an Award in respect of, or by virtue of, employment services rendered in Canada, provided that, for greater certainty, a Participant may be both a Canadian Participant and a U.S. Taxpayer;

"**Cashless Exercise**" has the meaning ascribed thereto in Section 3.6(b);

"Cause" has the meaning ascribed thereto in Section 6.2(a);

"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 paragraph (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 Corporation representing 50% or more of the aggregate voting power of all of the Corporation's then issued and outstanding securities entitled to vote in the election of directors of the Corporation, other than any such acquisition that occurs upon the exercise or settlement of options or other securities granted by the Corporation under any of the Corporation's omnibus share incentive plans;
- (b) there is consummated an arrangement, amalgamation, merger, consolidation or similar transaction involving (directly or indirectly) the Corporation and, immediately after the consummation of such arrangement, amalgamation, merger, consolidation or similar transaction, the shareholders of the Corporation 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 amalgamation, merger, consolidation 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, consolidation or similar transaction, in each case in substantially the same proportions as their beneficial ownership of the outstanding voting securities of the Corporation immediately prior to such transaction;
- (c) the sale, lease, exchange, license or other disposition of assets, rights or properties of the Corporation or any of its Subsidiaries which have an aggregate book value greater than 50% of the book value of the assets, rights and properties of the Corporation and its Subsidiaries on a consolidated basis to any other Person, other than a disposition to a wholly-owned Subsidiary of the Corporation in the course of a reorganization of the assets of the Corporation and its wholly-owned Subsidiaries;
- (d) the passing of a resolution by the Board or shareholders of the Corporation to substantially liquidate the assets of the Corporation or wind up the Corporation's business or significantly rearrange its affairs or the commencement of proceedings for such a liquidation, winding-up or re-arrangement (except where such re-arrangement is part of a *bona fide* reorganization of the Corporation in circumstances where the business of the Corporation is continued and the shareholdings remain substantially the same following the re-arrangement); or
- (e) individuals who, immediately prior to a particular time, are members of the Board (the "**Incumbent Board**") cease for any reason to constitute at least a majority of the members of the Board immediately following such time; 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 this Plan, be considered as a member of the Incumbent Board;

"Code" means the U.S. Internal Revenue Code of 1986, as amended from time to time and the Treasury Regulations promulgated thereunder;

"**Code Section 409A**" means Section 409A of the Code and applicable regulations and guidance issued thereunder;

"**Consultant**" means an individual (other than an employee, executive officer or director of the Corporation or a Subsidiary) or company that: (i) is engaged to provide on an ongoing *bona fide* basis, consulting, technical, management or other services to the Corporation or to a Subsidiary, other than services provided in relation to a distribution; (ii) provides the services under a written contract between the Corporation or the Subsidiary and the individual or company, as the case may be; and (iii) in the reasonable opinion of the Corporation, spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or a Subsidiary;

"**Consulting Agreement**" means any written consulting agreement between the Corporation or a Subsidiary and a Participant who is a Consultant;

"**Designated Broker**" means a broker who is independent of, and deals at arm's length with, the Corporation and its Subsidiaries and is designated by the Corporation;

"**Dividend Equivalent**" means additional Share Units or DSUs credited to a Participant's Account as a dividend equivalent pursuant to Section 4.7 or Section 5.6 respectively;

"**DSU**" means a deferred share unit, which is a right awarded to a Participant to receive a payment as provided in Part 5 and subject to the terms and conditions of this Plan;

"**DSU Agreement**" means a written agreement between the Corporation and a Participant evidencing the grant of DSUs and the terms and conditions thereof, a form of which is attached hereto as Schedule "E";

"**DSU Redemption Date**" means, with respect to a particular DSU, the date on which such DSU is redeemed in accordance with the provisions of this Plan;

"**Effective Date**" has the meaning ascribed thereto in Section 8.11;

"**Eligible Person**" means: (i) in respect of a grant of Options, any director, executive officer, employee, Management Company Employee or Consultant of the Corporation or any of its Subsidiaries; (ii) in respect of a grant of Share Units, any director, executive officer, employee, Management Company Employee or Consultant of the Corporation or any of its Subsidiaries other than an Investor Relations Service Provider; and (iii) in respect of a grant of DSUs, any Non-Employee Director other than an Investor Relations Service Provider;

"**Employment Agreement**" means, with respect to any Participant, any written employment agreement between the Corporation or a Subsidiary and such Participant;

"**Exchange**" means the TSXV or, if the Shares are not listed and posted for trading on the TSXV at a particular date, such other stock exchange or trading platform upon which the Shares are listed and posted for trading and which has been designated by the Board;

"**Exercise Notice**" means a notice in writing signed by a Participant and stating the Participant's intention to exercise a particular Option, if applicable;

"**Insider**" has the meaning ascribed thereto in Section 1.2 of TSXV Policy 1.1 *Interpretation*;

"**Investor Relations Activities**" has the meaning ascribed thereto in Section 1.2 of TSXV Policy 1.1 *Interpretation*;

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

"**ITA**" means the *Income Tax Act* (Canada), as amended from time to time;

"**ITA Regulations**" means the regulations promulgated under the ITA, as amended from time to time;

"**Management Company Employee**" has the meaning ascribed thereto in TSXV Policy 4.4 *Security Based Compensation*;

"**Market Value of a Share**" means, with respect to any particular date as of which the Market Value of a Share is required to be determined: (i) if the Shares are then listed on the TSXV, the closing price of the Shares on the TSXV on the last Trading Day prior to such particular date; (ii) if the Shares are not then listed on the TSXV, the closing price of the Shares on any other stock exchange on which the Shares are then listed (and, if more than one, then using the stock exchange on which a majority of trading in the Shares occurs) on the last Trading Day prior to such particular date; or (iii) if the Shares are not then listed on any stock exchange, the value as is determined solely by the Board, acting reasonably and in good faith, and such determination shall be conclusive and binding on all Persons;

"**Net Exercise**" has the meaning ascribed thereto in Section 3.6(c);

"**Net Exercise Notice**" means a notice in writing signed by a Participant and stating the Participant's intention to exercise a particular Option on a net basis, a form of which is attached hereto as Schedule "C";

"**Non-Employee Director**" means a member of the Board who is not otherwise an employee or executive officer of the Corporation or a Subsidiary;

"**Option**" means an option granted by the Corporation to a Participant entitling such Participant to acquire a designated number of Shares from treasury at the Option Price;

"**Option Agreement**" means a written agreement between the Corporation and a Participant evidencing the grant of Options and the terms and conditions thereof, a form of which is attached hereto as Schedule "A";

"**Option Price**" has the meaning ascribed thereto in Section 3.2(a);

"**Option Term**" has the meaning ascribed thereto in Section 3.4;

"**Outstanding Issue**" means the number of Shares that are issued and outstanding as at a specified time, on a non-diluted basis;

"**Participant**" means any Eligible Person that is granted one or more Awards under the Plan;

"**Performance Criteria**" means specified criteria, other than the mere continuation of employment or the mere passage of time, the satisfaction of which is a condition for the grant, exercisability, vesting or full enjoyment of an Option or Share Unit;

"**Performance Period**" means the period determined by the Board at the time any Option or Share Unit is granted or at any time thereafter during which any Performance Criteria and any other vesting conditions specified by the Board with respect to such Option or Share Unit are to be measured;

"**Person**" means an individual, corporation, company, cooperative, partnership, trust, unincorporated association, entity with juridical personality or governmental authority or body, and pronouns which refer to a Person shall have a similarly extended meaning;

"**Plan**" means this Omnibus Share Incentive Plan, including the Schedules hereto, as amended or amended and restated from time to time;

"**Predecessor Options**" has the meaning ascribed thereto in Section 2.3;

"**Predecessor Plan**" has the meaning ascribed thereto in Section 2.3;

"**Promoter**" has the meaning ascribed thereto in Section 1.2 of TSXV Policy 1.1 *Interpretation*;

"**Redemption Date**" has the meaning ascribed thereto in Section 4.5(a);

"**Restriction Period**" means, with respect to a particular grant of Share Units, the period between the date of grant of such Share Units and the latest Vesting Date in respect of any portion of such Share Units;

"**SEC**" means the U.S. Securities and Exchange Commission;

"**Separation from Service**" has the meaning ascribed to it under Code Section 409A;

"**Share Compensation Arrangement**" means any stock option, stock option plan, employee stock purchase plan, long-term incentive plan or other compensation or incentive mechanism involving the issuance or potential issuance of Shares from treasury;

"**Share Unit**" means a right awarded to a Participant to receive a payment as provided in Part 4 and subject to the terms and conditions of this Plan;

"**Share Unit Agreement**" means a written agreement between the Corporation and a Participant evidencing the grant of Share Units and the terms and conditions thereof, a form of which is attached hereto as Schedule "D";

"**Share Unit Outside Expiry Date**" has the meaning ascribed thereto in Section 4.5(d);

"**Shares**" means the common shares in the capital of the Corporation;

"**Subsidiary**" means a corporation, company or partnership that is controlled, directly or indirectly, by the Corporation;

"**Termination Date**" means: (i) in the event of a Participant's resignation, the date on which such Participant ceases to be a director, executive officer, employee or Consultant of the Corporation or one of its Subsidiaries; (ii) in the event of the termination of a Participant's employment, or position as director or executive officer of the Corporation or a Subsidiary, or Consultant, the effective date of the termination as specified in the notice of termination provided to the Participant by the Corporation or the Subsidiary, as the case may be; and (iii) in the event of a Participant's death, the date of death, provided that, in all cases, in applying the provisions of this Plan to DSUs granted to a Canadian Participant, the "Termination Date" shall be the latest date on which the Participant is neither a director, executive officer or employee of the Corporation or of any affiliate of the Corporation (where "affiliate" has the meaning ascribed thereto by the Canada Revenue Agency for the purposes of paragraph 6801(d) of the ITA Regulations);

"**Termination of Service**" means that a Participant has ceased to be an Eligible Person;

"**Trading Day**" means any day on which the TSXV or other applicable stock exchange is open for trading;

"**TSXV**" means the TSX Venture Exchange;

"**U.S.**" or "**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

"**U.S. Securities Act**" means the United States *Securities Act of 1933*, as amended;

"**U.S. Share Unit Outside Expiry Date**" has the meaning ascribed thereto in Section 4.1;

"**U.S. Taxpayer**" means a Participant who is a U.S. citizen, a U.S. permanent resident or other person who is subject to taxation on their income or in respect of Awards under the Code, provided that, for greater certainty, a Participant may be both a Canadian Participant and a U.S. Taxpayer;

"**Vesting Date**" has the meaning ascribed thereto in Section 4.4; and

"**VWAP**" mean the volume weighted average trading price of the Shares on the TSXV calculated by dividing the total value by the total volume of such securities traded for the five trading days immediately preceding the applicable date.

## 1.2 Interpretation.

- (a) The provision of a table of contents, the division of this Plan into Parts, Sections and other subdivisions and the insertion of headings are for convenient reference only and do not affect the interpretation of this Plan.
- (b) In this Plan:
  - (i) words importing the singular shall include the plural and vice versa and words importing any gender include any other gender;
  - (ii) the words "including", "includes" and "include" and any derivatives of such words mean "including (or includes or include) without limitation"; and
  - (iii) the expressions "Part", "Section" and other subdivision followed by a number mean and refer to the specified Part, Section or other subdivision of this Plan, respectively.
- (c) Whenever the Board is to exercise discretion or authority in the administration of the terms and conditions of this Plan, the term "discretion" or "authority" means the sole and absolute discretion or authority, as the case may be, of the Board.
- (d) Unless otherwise specified in the Participant's Award Agreement, all references to dollar amounts are to Canadian currency, and where any amount is required to be converted to or from a currency other than Canadian currency, such conversion shall be based on the exchange rate quoted by the Bank of Canada on the particular date.
- (e) For purposes of this Plan, the legal representatives of a Participant shall only include the legal representative of the Participant's estate or will.

- (f) If any action may be taken within, or any right or obligation is to expire at the end of, a period of days under this Plan, then the first day of the period is not counted, but the day of its expiry is counted.

## **PART 2**

### **PURPOSE AND ADMINISTRATION OF THIS PLAN; GRANTING OF AWARDS**

2.1 **Purpose of this Plan.** The purpose of this Plan is to permit the Corporation to grant Awards to Eligible Persons, and to encourage the attraction and retention of such Eligible Persons; to reward Eligible Persons for their contributions toward the long term goals and success of the Corporation; and to enable and encourage such Eligible Persons to acquire Shares as long term investments and create such proprietary interest in, and a greater concern for, the welfare and success of the Corporation.

2.2 **Implementation and Administration of this Plan.**

- (a) This Plan shall be administered and interpreted by the Board or, if the Board by resolution so decides, by a committee appointed by the Board. If such committee is appointed for this purpose, all references to the "Board" herein will be deemed references to such committee. Nothing contained herein shall prevent the Board from adopting other or additional Share Compensation Arrangements or other compensation arrangements, subject to any required approval.
- (b) Subject to Part 7 and any applicable rules of an Exchange, the Board may, from time to time, as it may deem expedient, adopt, amend and rescind rules and regulations or vary the terms of this Plan and/or any Award hereunder for carrying out the provisions and purposes of this Plan and/or to address tax or other requirements of any applicable jurisdiction.
- (c) Subject to the provisions of this Plan, the Board is authorized, in its sole discretion, to make such determinations under, and such interpretations of, and take such steps and actions in connection with, the proper administration and operation of the Plan as it may deem necessary or advisable. The interpretation, administration, construction and application of the Plan and any provisions hereof made by the Board shall be final and binding on the Corporation, its Subsidiaries and all Eligible Persons.
- (d) No member of the Board or any Person acting pursuant to authority delegated by the Board hereunder shall be liable for any action or determination taken or made in good faith in the administration, interpretation, construction or application of this Plan or any Award granted hereunder. Members of the Board, or any Person acting at the direction or on behalf of the Board, shall, to the extent permitted by law, be fully indemnified and protected by the Corporation with respect to any such action or determination.
- (e) This Plan shall not in any way fetter, limit, obligate, restrict or constrain the Board with regard to the allotment or issuance of any Shares or any other securities in the capital of the Corporation. For greater clarity, the Corporation shall not by virtue of this Plan be in any way restricted from declaring and paying stock dividends, repurchasing Shares or varying or amending its share capital or corporate structure.

2.3 **Predecessor Plan.** This Plan supersedes and replaces the Corporation's stock option plan adopted by the Board and approved and ratified by shareholders of the Corporation on November 24, 2021 (the "Predecessor Plan"). All outstanding stock options (the "Predecessor Options") granted under the

Predecessor Plan shall continue to be outstanding as stock options granted under and subject to the terms of this Plan, provided however that if the terms of this Plan adversely alter the terms or conditions, or impair any right of, an Option holder pursuant to any Predecessor Option, and such Option holder has not otherwise consented thereto, the applicable terms of the Predecessor Plan shall continue to apply for the benefit of such Option holder.

#### **2.4 Participation in this Plan.**

- (a) The Corporation makes no representation or warranty as to the future market value of the Shares or with respect to any income tax matters affecting any Participant resulting from the grant, vesting, exercise or settlement of an Award or any transactions in the Shares or otherwise in respect of participation under this Plan. Neither the Corporation nor any of its directors, officers, employees, shareholders or agents shall be liable for anything done or omitted to be done by such Person or any other Person with respect to the price, time, quantity or other conditions and circumstances of the issuance of Shares hereunder, or in any other manner related to this Plan. For greater certainty, no amount will be paid to, or in respect of, a Participant (or any Person with whom the Participant does not deal at arm's length within the meaning of the ITA) under this Plan or pursuant to any other arrangement, and no additional Awards will be granted to such Participant (or any Person with whom the Participant does not deal at arm's length within the meaning of this Plan) to compensate for a downward fluctuation in the price of the Shares or any shares of the Corporation or of a related (within the meaning of the ITA) corporation, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose. The Corporation and its Subsidiaries do not assume and shall not have responsibility for the income or other tax consequences resulting to any Participant and each Participant is advised to consult with his or her own tax advisors.
- (b) Participants (and their legal representatives) shall have no legal or equitable right, claim or interest in any specific property or asset of the Corporation or any of its Subsidiaries. No asset of the Corporation or any of its Subsidiaries shall be held in any way as collateral security for the fulfillment of the obligations of the Corporation or any of its Subsidiaries under this Plan. Unless otherwise determined by the Board, this Plan shall be unfunded. To the extent any Participant or his or her estate holds any rights by virtue of a grant of Awards under this Plan, such rights (unless otherwise determined by the Board) shall be no greater than the rights of an unsecured creditor of the Corporation.
- (c) Unless otherwise determined by the Board, the Corporation shall not offer financial assistance to any Participant in regards to the exercise of any Award granted under this Plan.

#### **2.5 Shares Subject to this Plan.**

- (a) Subject to adjustment pursuant to Part 7 hereof, and as may be approved by the Exchange and the shareholders of the Corporation from time to time:
  - (i) the securities that may be acquired by Participants pursuant to Awards under this Plan shall consist of authorized but unissued Shares, provided that in the case of Share Units and DSUs, the Corporation (or applicable Subsidiary) may, at its sole discretion, elect to settle such Share Units or DSUs in Shares acquired in the open market by a Designated Broker for the benefit of a Participant;

- (ii) Rolling 10% Stock Options. The maximum number of Shares reserved for issuance, in the aggregate, pursuant to the exercise of Options granted under this Plan shall be equal to 10% of the Outstanding Issue from time to time; and
  - (iii) Fixed Share Units and DSUs. The actual number of Shares reserved for issuance at any given time, in the aggregate, pursuant to the settlement of Share Units and DSUs granted under this Plan shall not exceed [●] **[NTD: to be fixed by board of directors following completion of the Arrangement]**.
- (b) For the purposes of calculating the number of Shares reserved for issuance under this Plan:
- (i) each Option shall be counted as reserving one Share under the Plan; and
  - (ii) notwithstanding that the settlement of any Share Unit or DSU in Shares shall be at the sole discretion of the Corporation as provided herein, each Share Unit and each DSU shall, in each case, be counted as reserving one Share under this Plan.
- (c) No Award may be granted if such grant would have the effect of causing the total number of Shares reserved for issuance under this Plan to exceed the maximum number of Shares reserved for issuance under this Plan as set out above.
- (d) If (i) an outstanding Award (or portion thereof) expires or is forfeited, surrendered, cancelled or otherwise terminated for any reason without having been exercised; or (ii) an outstanding Award (or portion thereof) is settled in cash, then in each such case the Shares reserved for issuance in respect of such Award (or portion thereof) will again be available for issuance under this Plan.

## 2.6 Participation Limits.

- (a) In no event shall this Plan, together with all other previously established and outstanding Share Compensation Arrangements of the Corporation, permit at any time:
- (i) the aggregate number of Shares reserved for issuance under Awards granted to Insiders (as a group) at any point in time exceeding 10% of the Outstanding Issue; or
  - (ii) the grant to Insiders (as a group), within any 12 month period, of an aggregate number of Awards exceeding 10% of the Outstanding Issue, calculated at the date an Award is granted to any Insider,
- unless the Corporation has obtained the requisite disinterested shareholder approval.
- (b) The aggregate number of Awards granted to any one Person (and companies wholly-owned by that Person) in any 12 month period shall not exceed 5% of the Outstanding Issue, calculated on the date an Award is granted to the Person, unless the Corporation has obtained the requisite disinterested shareholder approval.
- (c) The aggregate number of Awards granted to any one Consultant in any 12 month period shall not exceed 2% of the Outstanding Issue, calculated at the date an Award is granted to the Consultant.

- (d) The aggregate number of Options granted to all Investor Relations Service Providers shall not exceed 2% of the Outstanding Issue in any 12 month period, calculated at the date an Option is granted to any such Person. For the avoidance of doubt, Investor Relations Service Providers are only eligible to receive Options under this Plan; they are not eligible to receive any Share Units, DSUs or other type of securities based compensation under this Plan.

2.7 **Granting of Awards.** Any Award granted under or otherwise governed by this Plan shall be subject to the requirement that, if at any time counsel to the Corporation shall determine that the listing, registration or qualification of the Shares subject to such Award, if applicable, upon any stock exchange or under any law or regulation of any jurisdiction, or the consent or approval of any stock exchange or any governmental or regulatory body, is necessary as a condition of, or in connection with, the grant, exercise or settlement of such Award or the issuance or purchase of Shares thereunder, as applicable, such Award may not be granted, exercised or settled, as applicable, in whole or in part unless such listing, registration, qualification, consent or approval shall have been effected or obtained on conditions acceptable to the Board. Nothing herein shall be deemed to require the Corporation to apply for or to obtain such listing, registration, qualification, consent or approval.

### PART 3 OPTIONS

3.1 **Nature of Options.** An Option is an option granted by the Corporation to a Participant entitling such Participant to acquire a designated number of Shares from treasury at the Option Price, but subject to the provisions hereof. For greater certainty, the Corporation is obligated to issue and deliver the designated number of Shares on the exercise of an Option and shall have no independent discretion to settle an Option in cash or other property other than Shares issued from treasury. For the avoidance of doubt, no Dividend Equivalents shall be granted in connection with an Option.

#### 3.2 **Option Awards.**

- (a) Subject to the provisions set forth in this Plan and any shareholder or regulatory approval which may be required, the Board shall, from time to time by resolution, in its sole discretion: (i) designate the Eligible Persons who may receive Options under this Plan; (ii) fix the number of Options, if any, to be granted to each Eligible Person and the date or dates on which such Options shall be granted (which shall not be prior to the date of the resolution of the Board); (iii) subject to Section 3.3 determine the price per Share to be payable upon the exercise of each such Option (the "**Option Price**"); (iv) determine the relevant vesting provisions (including Performance Criteria, if applicable); and (v) determine the Option Term, the whole subject to the terms and conditions prescribed in this Plan or in any Option Agreement, and any applicable rules of the Exchange. For Options granted to employees, Management Company Employees and Consultants, the Corporation and the Participant are responsible for ensuring and confirming that the Participant is a *bona fide* Employee, Management Company Employee or Consultant (in each case as such terms are defined in Section 1 of TSXV Policy 4.4 *Security Based Compensation*), as the case may be.
- (b) All Options granted herein shall vest in accordance with the terms of the Option Agreement entered into in respect of such Options. Notwithstanding the foregoing, Options granted to Investor Relations Service Providers must vest in stages over a period of not less than 12 months with no more than one-quarter (1/4) of the Options vesting in

any three month period. No acceleration of the vesting provisions of Options granted to Investor Relations Service Providers is allowed without the prior acceptance of the TSXV.

**3.3 Option Price.** The Option Price in respect of any Option shall be determined and approved by the Board when such Option is granted, but shall not be less than the Market Value of a Share as of the date of the grant, less any discount permitted by the Exchange. A minimum exercise price cannot be established unless the Options are allocated to particular Participants.

**3.4 Option Term.** The Board shall determine, at the time of granting the particular Option, the period during which the Option is exercisable, which shall not be more than 10 years from the date of grant of the Option ("**Option Term**"). Unless otherwise determined by the Board, all unexercised Options shall be cancelled, without any compensation, at the expiry of such Options. Notwithstanding the expiration provisions hereof, if the date on which an Option Term expires falls within a Blackout Period, the expiration date of the Option will be the date that is 10 Business Days after the Blackout Period Expiry Date. Notwithstanding anything else herein contained, the 10 Business Day period referred to in this Section 3.4 may not be further extended by the Board.

**3.5 Exercise of Options.** Prior to its expiration or earlier termination in accordance with this Plan, each Option shall be exercisable at such time or times and/or pursuant to the achievement of such Performance Criteria and/or other vesting conditions as the Board, at the time of granting the particular Option, may determine in its sole discretion. For greater certainty, any exercise of Options by a Participant shall be made in compliance with the Corporation's insider trading policy.

**3.6 Method of Exercise and Payment of Purchase Price.**

- (a) Subject to the provisions of this Plan, an Option granted under this Plan shall be exercisable (from time to time as provided in Section 3.5) by the Participant (or by the legal representative of the Participant) by delivering a fully completed Exercise Notice, a form of which is attached hereto as Schedule "B", to the Corporation at its registered office to the attention of the Chief Financial Officer of the Corporation (or the individual that the Chief Financial Officer of the Corporation may from time to time designate) or by giving notice in such other manner as the Corporation may from time to time designate, which notice shall specify the number of Shares in respect of which the Option is being exercised and shall be accompanied by payment, in full, of: (i) the Option Price multiplied by the number of Shares specified in such Exercise Notice; and (ii) such amount in respect of withholding taxes and other applicable source deductions as the Corporation may require under Section 8.2. Unless otherwise specified in the particular Option Agreement or as otherwise provided below, payment of the Option Price for the number of Shares being purchased pursuant to any Option shall be made: (i) in cash, certified cheque, bank draft or any other form of cash payment deemed acceptable by the Board; (ii) if permitted by the Board, applicable law and Exchange policies, by means of a Cashless Exercise, a Net Exercise, or by such other consideration as may be approved by the Board from time to time to the extent permitted by applicable law and Exchange policies; or (iii) by any combination thereof. The Board may at any time or from time to time grant Options which do not permit all of the foregoing forms of consideration to be used in payment of the Option Price or which otherwise restrict one or more forms of consideration.
- (b) Subject to the Corporation having established a program or procedure pursuant to this Section 3.6(b), a Participant or a personal representative of the Participant may elect to exercise such Options on a cashless basis (a "**Cashless Exercise**"). A "Cashless Exercise" means the exercise of an Option where the Corporation has an arrangement with a

brokerage firm pursuant to which the brokerage firm will loan money to the Participant to purchase the Shares underlying the Option and then the brokerage firm sells a sufficient number of Shares to cover the exercise price of the Option in order to repay the loan made to the Participant and receives an equivalent number of Shares from the exercise of the Options as were sold to cover the loan and the Participant then receives the balance of the Shares or the cash proceeds from the balance of the Shares. Pursuant to a Cashless Exercise, a Participant shall deliver a properly executed Exercise Notice together with irrevocable instructions to a broker providing for assignment to the Corporation of the proceeds of a sale or loan with respect to some or all of the Shares being acquired upon the exercise of the Option. The Corporation reserves the right, in the Corporation's sole and absolute discretion, to establish, decline to approve or terminate any program or procedures for the exercise of Options by means of a Cashless Exercise, including with respect to one or more Participants specified by the Corporation notwithstanding that such program or procedures may be available to other Participants.

- (c) A Participant or their personal representative, other than an Investor Relations Service Provider, may elect to exercise an Option without payment of the aggregate Option Price of the Shares to be purchased pursuant to the exercise of the Option (a "**Net Exercise**") by delivering a Net Exercise Notice to the Board. Upon receipt by the Board of a Net Exercise Notice from a Participant or Personal Representative of a Participant, the Corporation shall calculate and issue to such Participant or Personal Representative of such Participant that number of Shares as is determined by application of the following formula:

$$X = (Y(A-B))/A$$

Where:

X = the number of Shares to be issued to the Participant upon the Net Exercise

Y = the number of Shares underlying the Options being exercised

A = the VWAP as at the date of the Net Exercise Notice, if such VWAP is greater than the Option Price

B = the Option Price of the Options being exercised

The Corporation may, but is not obligated to accept, any Net Exercise of which it receives notice. If the Corporation does accept such Net Exercise, no fractional Shares will be issued to any Participant or a personal representative of the Participant electing a Net Exercise. If the number of Shares to be issued to the Participant in the event of a Net Exercise would otherwise include a fraction of a Share, the Corporation will pay a cash amount to such Participant equal to: (i) the fraction of a Share otherwise issuable multiplied by; (ii) the value attributed to "A" in the formula set out above.

- (d) Unless otherwise required by applicable laws, or as determined in the discretion of the Board, the Option Price for Options shall be designated in Canadian dollars. A foreign Participant may be required to provide evidence that any currency used to pay the Option Price of any Option was acquired and taken out of the jurisdiction in which the Participant resides in accordance with applicable laws, including foreign exchange control laws and regulations. In the event the Option Price for an Option is paid in another foreign currency, if permitted by the Board, the amount payable will be determined by conversion from Canadian dollars at the exchange rate as selected by the Board on the date of exercise. For Participants subject to United States income tax, such conversion shall be determined in a manner which does not result in any adverse tax consequences to the Participant pursuant to Section 409A of the Code.
- (e) Upon exercise of an Option, the Corporation shall, as soon as practicable after such exercise and receipt of all payments required to be made by the Participant to the Corporation in connection with such exercise, but no later than 10 Business Days following such exercise and payment, forthwith cause the transfer agent and registrar of the Shares either to:
  - (i) deliver to the Participant (or to the legal representative of the Participant) a certificate in the name of the Participant representing in the aggregate such number of Shares as the Participant (or the legal representative of the Participant) shall have then paid for and as are specified in such Exercise Notice; or
  - (ii) in the case of Shares issued in uncertificated form, cause the issuance of the aggregate number of Shares as the Participant (or the legal representative of the Participant) shall have then paid for and as are specified in such Exercise Notice, which Shares shall be evidenced by a book position on the register of the shareholders of the Corporation to be maintained by the transfer agent and registrar of the Shares.
- (f) Subject to Section 3.6(c), no fractional Shares will be issued upon the exercise of Options granted under this Plan and, accordingly, if a Participant would become entitled to a fractional Share upon the exercise of an Option, or from an adjustment pursuant to Section 7.1, such Participant will only have the right to acquire the next lowest whole number of Shares, and no payment or other adjustment will be made with respect to the fractional interest so disregarded.

**3.7 Option Agreements.** Options shall be evidenced by an Option Agreement, in such form not inconsistent with this Plan as the Board may from time to time determine with reference to the form attached as Schedule "A". The Option Agreement shall contain such terms that may be considered necessary in order that the Option will comply with any provisions respecting options in the income tax laws (including, in respect of Canadian Participants, such terms and conditions so as to ensure that the Option shall be continuously governed by Section 7 of the ITA) or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or provide services in or the rules of any regulatory body having jurisdiction over the Corporation.

**PART 4**  
**RESTRICTED AND PERFORMANCE SHARE UNITS**

**4.1 Nature of Share Units.**

- (a) A Share Unit is an Award that is a bonus for services rendered in the year of grant, that, upon settlement, entitles the recipient Participant to receive a cash payment equal to the Market Value of a Share or, at the sole discretion of the Board, a Share, and subject to such restrictions and conditions on vesting as the Board may determine at the time of grant, unless such Share Unit expires prior to being settled. Restrictions and conditions on vesting may, without limitation, be based on the passage of time during continued employment or other service relationship (sometimes referred to as a "**Restricted Share Unit**" or "**RSU**"), the achievement of specified Performance Criteria (sometimes referred to as a "**Performance Share Unit**" or "**PSU**"), or both. Share Units must be subject to a minimum 12 month vesting period following the date the Share Unit is granted or issued, subject to acceleration of vesting in certain cases in accordance with the terms of this Plan and TSXV Policy 4.4 *Security Based Compensation*.
- (b) Unless otherwise provided in the applicable Share Unit Agreement, it is intended that Share Units awarded to U.S. Taxpayers will be exempt from Code Section 409A under U.S. Treasury Regulation section 1.409A- 1(b)(4), and accordingly such Share Units will be settled/redeemed by March 15th of the year following the year in which such Share Units are not, or are no longer, subject to a substantial risk of forfeiture (as such term is interpreted under Code Section 409A). For greater certainty, upon the satisfaction or waiver or deemed satisfaction of all Performance Criteria and other vesting conditions, the Share Units of U.S. Taxpayers will no longer be subject to a substantial risk of forfeiture, and will be settled/redeemed by March 15th of the following year (the "**U.S. Share Unit Outside Expiry Date**"). It is intended that, in respect of Share Units granted to Canadian Participants as a bonus for services rendered in the year of grant, neither this Plan nor any Share Units granted hereunder will constitute a "salary deferral arrangement" as defined in subsection 248(1) of the ITA, by reason of the exemption in paragraph (k) thereof. All Share Units granted hereunder shall be in addition to, and not in substitution for or in lieu of, ordinary salary and wages received or receivable by any Canadian Participant in respect of his or her services to the Corporation or a Subsidiary, as applicable.

**4.2 Share Unit Awards.**

- (a) Subject to the provisions herein and any shareholder or regulatory approval which may be required, the Board shall, from time to time by resolution, in its sole discretion: (i) designate the Eligible Persons who may receive Share Units under this Plan; (ii) fix the number of Share Units, if any, to be granted to each Eligible Person and the date or dates on which such Share Units shall be granted; (iii) determine the relevant conditions, vesting provisions (including the applicable Performance Period and Performance Criteria, if any) and the Restriction Period of such Share Units; and (iv) determine any other terms and conditions applicable to the granted Share Units, which need not be identical and which, without limitation, may include non-competition provisions, subject to the terms and conditions prescribed in this Plan and in any Share Unit Agreement. For Share Units granted to employees, Management Company Employees and Consultants, the Corporation and the Participant are responsible for ensuring and confirming that the Participant is a *bona fide* Employee, Management Company Employee or Consultant (in

each case as such terms are defined in Section 1 of TSXV Policy 4.4 *Security Based Compensation*), as the case may be.

- (b) All Share Units granted herein shall vest in accordance with the terms of the Share Unit Agreement entered into in respect of such Share Units.
- (c) Subject to the vesting and other conditions and provisions in this Plan and in the applicable Share Unit Agreement, each Share Unit awarded to a Participant shall entitle the Participant to receive, on settlement, a cash payment equal to the Market Value of a Share, or, at the discretion of the Board, one Share or any combination of cash and Shares as the Board in its sole discretion may determine, in each case less any applicable withholding taxes. For greater certainty, no Participant shall have any right to demand to be paid in, or receive, Shares in respect of any Share Unit, and, notwithstanding any discretion exercised by the Board to settle any Share Unit, or a portion thereof, in the form of Shares, the Board reserves the right to change such form of payment at any time until payment is actually made.

#### 4.3 Share Unit Agreements.

- (a) The grant of a Share Unit by the Board shall be evidenced by a Share Unit Agreement in such form not inconsistent with this Plan as the Board may from time to time determine with reference to the form attached as Schedule "D". Such Share Unit Agreement shall be subject to all applicable terms and conditions of this Plan and may be subject to any other terms and conditions (including without limitation any recoupment, reimbursement or claw-back compensation policy as may be adopted by the Board from time to time, the adoption of which is subject to applicable laws and, if required by the applicable stock exchange, the prior approval of the shareholders of the Corporation, the TSXV or any other applicable stock exchange or regulatory body having authority over the Corporation or the Plan) which are not inconsistent with this Plan and which the Board deems appropriate for inclusion in a Share Unit Agreement. The provisions of the various Share Unit Agreements issued under this Plan need not be identical.
- (b) The Share Unit Agreement shall contain such terms that the Corporation considers necessary in order that the Share Units granted to U.S. Taxpayers will comply with Code Section 409A and any provisions respecting restricted share units in the income tax laws (including, in respect of Canadian Participants, such terms and conditions so as to ensure that the Share Units shall not constitute a "salary deferral arrangement" as defined in subsection 248(1) of the ITA, by reason of the exemption in paragraph (k) thereof) or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or provide services in or the rules of any regulatory body having jurisdiction over the Corporation.

4.4 **Vesting of Share Units.** The Board shall have sole discretion to: (i) determine if any vesting conditions with respect to a Share Unit, including any Performance Criteria or other vesting conditions contained in the applicable Share Unit Agreement, have been met; (ii) waive the vesting conditions applicable to Share Units (or deem them to be satisfied) provided that 12 months have passed since the date the Share Unit was granted or issued (subject to acceleration in certain cases in accordance with this Plan and TSXV Policy 4.4 *Security Based Compensation*); and (iii) extend the Restriction Period with respect to any grant of Share Units, provided that (A) any such extension shall not result in the Restriction Period for such Share Units extending beyond the Share Unit Outside Expiry Date; and (B) with respect to any grant of Share Units to a U.S. Taxpayer, such extension constitutes a substantial risk of forfeiture and such

Share Units will continue to be exempt from (or otherwise comply with) Code Section 409A. The Corporation shall communicate to a Participant, as soon as reasonably practicable, the date on which all such applicable vesting conditions in respect of a grant of Share Units to the Participant have been satisfied, waived or deemed satisfied and such Share Units have vested (the "**Vesting Date**"). Notwithstanding the foregoing, if the date on which any Share Units would otherwise vest falls within a Blackout Period, the Vesting Date of such Share Units will be deemed to be the date that is the earlier of: (i) 10 Business Days after the Blackout Period Expiry Date (which 10 Business Day period may not be further extended by the Board); and (ii) the Share Unit Outside Expiry Date in respect of such Share Units, provided that in no event will the redemption and settlement of any Share Units of a Participant who is a U.S. Taxpayer be delayed beyond March 15th of the calendar year immediately following the year in which such Share Units are not, or are no longer, subject to a substantial risk of forfeiture (as such term is interpreted under Code Section 409A).

#### 4.5 **Redemption / Settlement of Share Units.**

- (a) Subject to the provisions of this Section 4.5 and Section 4.6, a Participant's vested Share Units shall be redeemed in consideration for a cash payment on the date (the "**Redemption Date**") that is the earliest of: (i) the 15th day following the applicable Vesting Date for such vested Share Units (or, if such day is not a Business Day, on the immediately following Business Day); (ii) the Share Unit Outside Expiry Date; and (iii) in the case of a Participant who is a U.S. Taxpayer, the U.S. Share Unit Outside Expiry Date.
- (b) Subject to the provisions of this Section 4.5 and Section 4.6, during the period between the Vesting Date and the Redemption Date in respect of a Participant's vested Share Units, the Corporation (or any Subsidiary that is party to an Employment Agreement or Consulting Agreement with the Participant whose vested Share Units are to be redeemed) shall, at its sole discretion, be entitled to elect to settle all or any portion of the cash payment obligation otherwise arising in respect of the Participant's vested Share Units either: (i) by the issuance of Shares to the Participant (or the legal representative of the Participant, if applicable) on the Redemption Date; or (ii) by paying all or a portion of such cash payment obligation to the Designated Broker, who shall use the funds received to purchase Shares in the open market, which Shares shall be registered in the name of the Designated Broker in a separate account for the Participant's benefit.
- (c) Settlement of a Participant's vested Share Units shall take place on the Redemption Date as follows:
  - (i) where the Corporation (or applicable Subsidiary) has elected to settle all or a portion of the Participant's vested Share Units in Shares issued from treasury:
    - (A) in the case of Shares issued in certificated form, by delivery to the Participant (or to the legal representative of the Participant, if applicable) of a certificate in the name of the Participant (or the legal representative of the Participant, if applicable) representing the aggregate number of Shares that the Participant is entitled to receive, subject to satisfaction of any applicable withholding tax and other applicable source deductions in accordance with Section 8.2; or
    - (B) in the case of Shares issued in uncertificated form, by the issuance to the Participant (or to the legal representative of the Participant, if applicable) of the aggregate number of Shares that the Participant is entitled to

receive, subject to satisfaction of any applicable withholding tax and other applicable source deductions under Section 8.2, which Shares shall be evidenced by a book position on the register of the shareholders of the Corporation to be maintained by the transfer agent and registrar of the Shares;

- (ii) where the Corporation or a Subsidiary has elected to settle all or a portion of the Participant's vested Share Units in Shares purchased in the open market, by delivery by the Corporation or Subsidiary of which the Participant is a director, executive officer, employee or Consultant to the Designated Broker of readily available funds in an amount equal to the Market Value of a Share as of the Redemption Date multiplied by the number of vested Share Units to be settled in Shares purchased in the open market, less the amount of any applicable withholding tax and other applicable source deductions under Section 8.2, along with directions instructing the Designated Broker to use such funds to purchase Shares in the open market for the benefit of the Participant and to be evidenced by a confirmation from the Designated Broker of such purchase;
  - (iii) any cash payment to which the Participant is entitled (excluding, for the avoidance of doubt, any amount payable in respect of the Participant's Share Units that the Corporation or a Subsidiary has elected to settle in Shares) shall, subject to satisfaction of any applicable withholding tax and other applicable source deductions under Section 8.2, be paid to the Participant (or to the legal representative of the Participant, if applicable) by the Corporation or Subsidiary of which the Participant is a director, executive officer, employee or Consultant, in cash, by cheque or by such other cash payment method as the Corporation and Participant may agree; and
  - (iv) where the Corporation or a Subsidiary has elected to settle a portion, but not all, of the Participant's vested Share Units in Shares, the Participant shall be deemed to have instructed the Corporation or Subsidiary, as applicable, to withhold from the cash portion of the payment to which the Participant is otherwise entitled such amount as may be required in accordance with Section 8.2 and to remit such withheld amount to the applicable taxation authorities on account of any withholding tax obligations, and the Corporation or Subsidiary, as applicable, shall deliver any remaining cash payable, after making any such remittance, to the Participant (or to the legal representative of the Participant, if applicable) as soon as reasonably practicable. In the event that the cash portion payable to settle a Participant's Share Units in the foregoing circumstances is not sufficient to satisfy the withholding obligations of the Corporation or a Subsidiary pursuant to Section 8.2, the Corporation or Subsidiary, as applicable, shall be entitled to satisfy any remaining withholding obligation by any other mechanism as may be required or determined by the Corporation or Subsidiary as appropriate.
- (d) Notwithstanding any other provision in this Part 4, no payment, whether in cash or in Shares, shall be made in respect of the settlement of any Share Units later than December 15th of the third (3rd) calendar year following the end of the calendar year in respect of which such Share Unit is granted (the "**Share Unit Outside Expiry Date**").

#### 4.6 Determination of Amounts.

- (a) The cash payment obligation arising in respect of the redemption and settlement of a vested Share Unit pursuant to Section 4.5 shall be equal to the Market Value of a Share as of the applicable Redemption Date. For the avoidance of doubt, the aggregate cash amount to be paid to a Participant (or the legal representative of the Participant, if applicable) in respect of a particular redemption of the Participant's vested Share Units shall, subject to any adjustments in accordance with Section 7.1 and any withholding required pursuant to Section 8.2, be equal to the Market Value of a Share as of the Redemption Date for such vested Share Units multiplied by the number of vested Share Units in the Participant's Account at the commencement of the Redemption Date (after deducting any such vested Share Units in the Participant's Account in respect of which the Corporation (or applicable Subsidiary) makes an election under Section 4.5(b) to settle such vested Share Units in Shares).
- (b) If the Corporation (or applicable Subsidiary) elects in accordance with Section 4.5(b) to settle all or a portion of the cash payment obligation arising in respect of the redemption of a Participant's vested Share Units by the issuance of Shares, the Corporation shall, subject to any adjustments in accordance with Section 7.1 and any withholding required pursuant to Section 8.2, issue to the Participant (or the legal representative of the Participant, if applicable), for each vested Share Unit which the Corporation (or applicable Subsidiary) elects to settle in Shares, one Share. Where, as a result of any adjustment in accordance with Section 7.1 and/or any withholding required pursuant to Section 8.2, the aggregate number of Shares to be received by a Participant upon an election by the Corporation (or applicable Subsidiary) to settle all or a portion of the Participant's vested Share Units in Shares includes a fractional Share, the aggregate number of Shares to be received by the Participant shall be rounded down to the nearest whole number of Shares.

#### 4.7 **Award of Dividend Equivalents.**

- (a) Dividend Equivalents may, as determined by the Board in its sole discretion, be awarded as a bonus for services rendered in the year in respect of unvested Share Units in a Participant's Account on the same basis as cash dividends declared and paid on Shares as if the Participant was a shareholder of record of Shares on the relevant record date. Dividend Equivalents, if any, will be credited to the Participant's Account in additional Share Units, the number of which shall be equal to a fraction where the numerator is the product of (i) the number of Share Units in such Participant's Account on the date that dividends are paid multiplied by (ii) the dividend paid per Share and the denominator of which is the Market Value of a Share calculated as of the date that dividends are paid. Any additional Share Units credited to a Participant's Account as a Dividend Equivalent shall be subject to the same terms and conditions (including vesting, Restriction Periods and expiry) as the Share Units in respect of which such additional Share Units are credited.
- (b) In the event that the Participant's applicable Share Units do not vest, all Dividend Equivalents, if any, associated with such Share Units will be forfeited by the Participant.
- (c) Any increase in the number of Shares underlying Share Units as a result of the award of Dividend Equivalents provided in this Section 4.7 is subject to compliance with the limits set out in Section 2.6 and if any increase in the number of Shares underlying Share Units as a result of the operation of this Section 4.7 would result in any limit set out in Section 2.6 being exceeded, then the Corporation may, if determined by the Board in its sole and unfettered discretion (subject to the prior approval of the TSXV, if required),

make payment in cash to the holder of the Share Units in lieu of the increasing number of Shares underlying Share Units in order to properly reflect any diminution in value of the Shares as a result of such dividend distribution.

## **PART 5 DEFERRED SHARE UNITS**

5.1 **Nature of DSUs.** A DSU is an Award for services rendered, or for future services to be rendered, and that, upon settlement, entitles the recipient Participant to receive cash or acquire Shares, as determined by the Corporation in its sole discretion, unless such DSU expires prior to being settled. For greater certainty, the aggregate of all amounts each of which may be received in respect of a DSU shall depend, at all times, on the fair market value of shares in the capital of the Corporation or any corporation related (within the meaning of the ITA) thereto within the period that commences one year prior to the Participant's Termination Date and ends at the time the amount is received.

### 5.2 **DSU Awards.**

- (a) Subject to the provisions of this Plan, any shareholder or regulatory approval which may be required, and the requirements of paragraph 6801(d) of the ITA Regulations and Code Section 409A, the Board shall, from time to time by resolution, in its sole discretion: (i) designate the Eligible Persons who may receive DSUs under this Plan; (ii) fix the number of DSUs, if any, to be granted to any Eligible Person and the date or dates on which such DSUs shall be granted; and (iii) determine the relevant conditions and vesting provisions for such DSUs, subject to the terms and conditions prescribed in this Plan and in any DSU Agreement, as applicable. DSUs must be subject to a minimum 12 month vesting period following the date the DSU is granted or issued, subject to acceleration of vesting in certain cases in accordance with the terms of this Plan and TSXV Policy 4.4 *Security Based Compensation*. For DSUs granted to employees, Management Company Employees and Consultants, the Corporation and the Participant are responsible for ensuring and confirming that the Participant is a *bona fide* Employee, Management Company Employee or Consultant (in each case as such terms are defined in Section 1 of TSXV Policy 4.4 *Security Based Compensation*), as the case may be.
- (b) All DSUs granted herein shall vest in accordance with the terms of the DSU Agreement entered into in respect of such DSUs. Notwithstanding any express or implied term of this Plan to the contrary, the Board does not have the right to alter the vesting conditions of DSUs, which conditions will immediately vest upon termination of employment for those DSUs that were granted or issued at least 12 months prior to termination or for those DSUs that otherwise had their vesting accelerated in accordance with the terms of this Plan and TSXV Policy 4.4 *Security Based Compensation*.
- (c) Subject to the vesting and other conditions and provisions in this Plan and in any DSU Agreement, each DSU awarded to a Participant shall entitle the Participant to receive on settlement a cash payment equal to the Market Value of a Share, or, at the discretion of the Board, one Share or any combination of cash and Shares as the Corporation in its sole discretion may determine. For greater certainty, no Participant shall have any right to demand to be paid in, or receive, Shares in respect of any DSU, and, notwithstanding any discretion exercised by the Corporation to settle any DSU, or portion thereof, in the form of Shares, the Corporation reserves the right to change such form of payment at any time until payment is actually made. DSUs that fail to vest or that are redeemed and settled, in accordance with the applicable DSU Agreement, shall be forfeited or cancelled and shall

cease to be recorded in the Participant's DSU account as of the date on which such DSUs are forfeited or cancelled under the Plan or are redeemed and paid out, as the case may be.

### 5.3 **DSU Agreements.**

- (a) The grant of a DSU by the Board shall be evidenced by a DSU Agreement in such form not inconsistent with this Plan as the Board may from time to time determine with reference to the form attached as Schedule "E". Such DSU Agreement shall be subject to all applicable terms and conditions of this Plan and may be subject to any other terms and conditions (including without limitation any recoupment, reimbursement or claw-back compensation policy as may be adopted by the Board from time to time, the adoption of which is subject to applicable laws and, if required by the applicable stock exchange, the prior approval of the shareholders of the Corporation, the TSXV or any other applicable stock exchange or regulatory body having authority over the Corporation or the Plan) which are not inconsistent with this Plan and which the Board deems appropriate for inclusion in a DSU Agreement. The provisions of the various DSU Agreements issued under this Plan need not be identical.
- (b) Each DSU Agreement shall contain such terms that the Corporation considers necessary in order that the DSUs granted thereunder to U.S. Taxpayers will comply with Code Section 409A and any provisions respecting deferred share units in the income tax laws (including, in respect of Canadian Participants, such terms and conditions so as to ensure that the DSUs shall not constitute a "salary deferral arrangement" as defined in subsection 248(1) of the ITA by reason of the exemption in paragraph 6801(d) of the ITA Regulations) or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or provide services in or the rules of any regulatory body having jurisdiction over the Corporation.

### 5.4 **Redemption / Settlement of DSUs.**

- (a) Except as otherwise provided in this Section 5.4 or Section 8.8 of this Plan: (i) DSUs of a Participant who is a U.S. Taxpayer shall be redeemed and settled by the Corporation as soon as reasonably practicable following the Participant's Separation from Service; and (ii) DSUs of a Participant who is a Canadian Participant (or who is neither a U.S. Taxpayer nor a Canadian Participant) shall be redeemed and settled by the Corporation as soon as reasonably practicable following the Participant's Termination Date, but in any event not later than, and any payment (whether in cash or in Shares) in respect of the settlement of such DSUs shall be made no later than, December 15th of the first (1st) calendar year commencing immediately after the Participant's Termination Date. Notwithstanding the foregoing, if a payment in settlement of DSUs of a Participant who is both a U.S. Taxpayer and a Canadian Participant: (A) is required as a result of his or her Separation from Service in accordance with clause (i) above, but such payment would result in such DSUs failing to satisfy the requirements of paragraph 6801(d) of the ITA Regulations, and the Board determines that it is not practical to make such payment in some other manner or at some other time that complies with both Code Section 409A and paragraph 6801(d) of the ITA Regulations, then such payment will be made to a trustee to be held in trust for the benefit of the Participant in a manner that causes the payment to be included in the Participant's income under the Code but does not contravene the requirements of paragraph 6801(d) of the ITA Regulations, and the amount shall thereafter be paid out of the trust at such time and in such manner as complies with the requirements of paragraph

6801(d) of the ITA Regulations; or (B) is required pursuant to clause (ii) above, but such payment would result in such DSUs failing to satisfy the requirements of Code Section 409A because the Participant has not experienced a Separation from Service, and if the Board determines that it is not practical to make such payment in some other manner or at some other time that satisfies the requirements of both Code Section 409A and paragraph 6801(d) of the ITA Regulations, then the Participant shall forfeit such DSUs without compensation therefor.

- (b) The Corporation will have, at its sole discretion, the ability to elect to settle all or any portion of the cash payment obligation otherwise arising in respect of the redemption and settlement of a Participant's DSUs either: (i) by the issuance of Shares to the Participant (or the legal representative of the Participant, if applicable) on the DSU Redemption Date; or (ii) by paying all or a portion of such cash payment obligation to the Designated Broker, who shall use the funds received to purchase Shares in the open market, which Shares shall be registered in the name of the Designated Broker in a separate account for the Participant's benefit.
- (c) For greater certainty, the Corporation shall not pay any cash or issue or deliver any Shares to a Participant in satisfaction of the redemption of a Participant's DSUs prior to the Corporation being satisfied, in its sole discretion, that all applicable withholding taxes and other applicable source deductions under Section 8.2 will be timely withheld or received and remitted to the appropriate taxation authorities in respect of any particular Participant and any particular DSUs.
- (d) The redemption and settlement of a Participant's DSUs shall occur on the applicable DSU Redemption Date as follows:
  - (i) where the Corporation has elected to settle all or a portion of the Participant's DSUs in Shares issued from treasury:
    - (A) in the case of Shares issued in certificated form, by delivery to the Participant (or to the legal representative of the Participant, if applicable) of a certificate in the name of the Participant (or the legal representative of the Participant, if applicable) representing the aggregate number of Shares that the Participant is entitled to receive, subject to satisfaction of any applicable withholding tax and other applicable source deductions in accordance with Section 8.2; or
    - (B) in the case of Shares issued in uncertificated form, by the issuance to the Participant (or to the legal representative of the Participant, if applicable) of the aggregate number of Shares that the Participant is entitled to receive, subject to satisfaction of any applicable withholding tax and other applicable source deductions under Section 8.2, which Shares shall be evidenced by a book position on the register of the shareholders of the Corporation to be maintained by the transfer agent and registrar of the Shares;
  - (ii) where the Corporation has elected to settle all or a portion of the Participant's DSUs in Shares purchased in the open market, by delivery by the Corporation to the Designated Broker of readily available funds in an amount equal to the Market Value of a Share as of the applicable DSU Redemption Date multiplied by the

number of DSUs to be settled in Shares purchased in the open market, less the amount of any applicable withholding tax and other applicable source deductions under Section 8.2, along with directions instructing the Designated Broker to use such funds to purchase Shares in the open market for the benefit of the Participant and to be evidenced by a confirmation from the Designated Broker of such purchase;

- (iii) any cash payment to which the Participant is entitled (excluding, for the avoidance of doubt, any amount payable in respect of the Participant's DSUs that the Corporation has elected to settle in Shares) shall, subject to satisfaction of any applicable withholding tax and other applicable source deductions under Section 8.2, be paid to the Participant (or to the legal representative of the Participant, if applicable) by the Corporation in cash, by cheque or by such other cash payment method as the Corporation and Participant may agree; and
- (iv) where the Corporation has elected to settle a portion, but not all, of the Participant's DSUs in Shares, the Participant shall be deemed to have instructed the Corporation to withhold from the cash portion of the payment to which the Participant is otherwise entitled such amount as may be required in accordance with Section 8.2 and to remit such withheld amount to the applicable taxation authorities on account of any withholding obligations of the Corporation, and the Corporation shall deliver any remaining cash payable, after making any such remittance, to the Participant (or to the legal representative of the Participant, if applicable) as soon as reasonably practicable. In the event that the cash portion elected by the Corporation to settle the Participant's DSUs is not sufficient to satisfy the withholding obligations of the Corporation pursuant to Section 8.2, any remaining amounts shall be satisfied by the Corporation by any other mechanism as may be required or determined by the Corporation as appropriate.

## 5.5 **Determination of Amounts.**

- (a) The cash payment obligation by the Corporation in respect of the redemption and settlement of a DSU pursuant to Section 5.4 shall be equal to the Market Value of a Share as of the applicable DSU Redemption Date. For the avoidance of doubt, the aggregate cash amount to be paid to a Participant (or the legal representative of the Participant, if applicable) in respect of a particular redemption of the Participant's DSUs shall, subject to any adjustment in accordance with Section 7.1 and any withholding required pursuant to Section 8.2, be equal to the Market Value of a Share as of the DSU Redemption Date for such DSUs multiplied by the number of DSUs being redeemed (after deducting any such DSUs in respect of which the Corporation makes an election under Section 5.4(b) to settle such DSUs in Shares).
- (b) If the Corporation elects in accordance with Section 5.4(b) to settle all or a portion of the cash payment obligation arising in respect of the redemption of a Participant's DSUs by the issuance of Shares, the Corporation shall, subject to any adjustments in accordance with Section 7.1 and any withholding required pursuant to Section 8.2, issue to the Participant, for each DSU which the Corporation elects to settle in Shares, one Share. Where, as a result of any adjustment in accordance with Section 7.1 and/or any withholding required pursuant to Section 8.2, the aggregate number of Shares to be received by a Participant upon an election by the Corporation to settle all or a portion of the Participant's DSUs includes a fractional Share, the aggregate number of Shares to be

received by the Participant shall be rounded down to the nearest whole number of Shares.

**5.6 Award of Dividend Equivalents.**

- (a) Dividend Equivalents may, as determined by the Board in its sole discretion, be awarded in respect of DSUs in a Participant's Account on the same basis as cash dividends declared and paid on Shares as if the Participant was a shareholder of record of Shares on the relevant record date. Dividend Equivalents, if any, will be credited to the Participant's Account in additional DSUs, the number of which shall be equal to a fraction where the numerator is the product of (i) the number of DSUs in such Participant's Account on the date that dividends are paid multiplied by (ii) the dividend paid per Share and the denominator of which is the Market Value of a Share calculated as of the date that dividends are paid. Any additional DSUs credited to a Participant's Account as a Dividend Equivalent shall be subject to the same terms and conditions (including vesting conditions) as the DSUs in respect of which such additional DSUs are credited.
- (b) In the event that the Participant's applicable DSUs do not vest, all Dividend Equivalents, if any, associated with such DSUs will be forfeited by the Participant.
- (c) Any increase in the number of Shares underlying DSUs as a result of the award of Dividend Equivalents provided in this Section 5.6 is subject to compliance with the limits set out in Section 2.5 and if any increase in the number of Shares underlying DSUs as a result of the operation of this Section 5.6 would result in any limit set out in Section 2.5 being exceeded, then the Corporation may, if determined by the Board in its sole and unfettered discretion (subject to the prior approval of the TSXV, if required), make payment in cash to the holder of the DSUs in lieu of the increasing number of Shares underlying DSUs in order to properly reflect any diminution in value of the Shares as a result of such dividend distribution.

**PART 6  
GENERAL CONDITIONS**

**6.1 General Conditions Applicable to Awards.** Each Award shall be subject to the following conditions:

- (a) Vesting Period. Each Award granted hereunder shall vest in accordance with the terms of this Plan and the Award Agreement entered into in respect of such Award. Subject to Sections 4.4 and 5.2(b), the Board has the right, in its sole discretion, to waive any vesting conditions or accelerate the vesting of any Award, or to deem any Performance Criteria or other vesting conditions to be satisfied, notwithstanding the vesting schedule set forth for such Award; provided, however, that no acceleration of the vesting provisions of Options granted to Investor Relations Service Providers is allowed without the prior acceptance of the TSXV and, unless otherwise accepted by the TSXV, any acceleration of the vesting provisions of any Award (other than an Option) to a date that is less than one year from the date of grant or issuance must only be done in connection with the death of an Eligible Person or in connection with an Eligible Person ceasing to be an Eligible Person under this Plan as a result of a Change of Control, take-over bid, reverse takeover or other similar transaction as required by TSXV Policy 4.4 *Security Based Compensation*.

- (b) Employment. Notwithstanding any express or implied term of this Plan to the contrary, the granting of an Award pursuant to this Plan shall in no way be construed as a guarantee by the Corporation or a Subsidiary to the Participant of employment or another service relationship with the Corporation or a Subsidiary. The granting of an Award to a Participant shall not impose upon the Corporation or a Subsidiary any obligation to retain the Participant in its employ or service in any capacity. Nothing contained in this Plan or in any Award granted under this Plan shall interfere in any way with the rights of the Corporation or any of its Subsidiaries in connection with the employment, retention or termination of any such Participant. The loss of existing or potential profit in Shares underlying Awards granted under this Plan shall not constitute an element of damages in the event of termination of a Participant's employment or service in any office or otherwise.
- (c) Grant of Awards. Eligibility to participate in this Plan does not confer upon any Eligible Person any right to be granted Awards pursuant to this Plan. Granting Awards to any Eligible Person does not confer upon any Eligible Person the right to receive nor preclude such Eligible Person from receiving any additional Awards at any time. The extent to which any Eligible Person is entitled to be granted Awards pursuant to this Plan will be determined in the sole discretion of the Board. Participation in this Plan shall be entirely voluntary and any decision not to participate shall not affect an Eligible Person's relationship or employment with the Corporation or any Subsidiary.
- (d) Rights as a Shareholder. Neither the Participant nor such Participant's personal representatives or legatees shall have any rights whatsoever as a shareholder in respect of any Shares covered by such Participant's Awards by reason of the grant of such Award until such Award has been duly exercised, as applicable, and settled and Shares have been issued in respect thereof. Without in any way limiting the generality of the foregoing and except as provided under this Plan, no adjustment shall be made for dividends or other rights for which the record date is prior to the date such Shares have been issued.
- (e) Conformity to Plan. In the event that an Award is granted or an Award Agreement is executed which does not conform in all particulars with the provisions of this Plan, or purports to grant Awards on terms different from those set out in this Plan, the Award or the grant of such Award shall not be in any way void or invalidated, but the Award so granted will be adjusted to become, in all respects, in conformity with this Plan.
- (f) Non-Transferability. Except as set forth herein, each Award granted under this Plan is personal to the Participant and shall not be assignable or transferable by the Participant, whether voluntarily or by operation of law, except by will or by the laws of descent and distribution. Awards may be exercised only by:
- (i) the Participant to whom the Awards were granted;
  - (ii) upon the Participant's death, by the legal representative of the Participant's estate; or
  - (iii) upon the Participant's incapacity, the legal representative having authority to deal with the property of the Participant;

provided that any such legal representative shall first deliver evidence satisfactory to the Corporation of entitlement to exercise any Award. A Person exercising an Award may

subscribe for Shares only in the Person's own name or in the Person's capacity as a legal representative.

- (g) Participant's Entitlement. Except as otherwise provided in this Plan (including, without limiting the generality of the foregoing, pursuant to Section 6.2), or unless the Board permits otherwise, upon any Subsidiary of the Corporation ceasing to be a Subsidiary of the Corporation, Awards previously granted under this Plan that, at the time of such change, are held by a Person who is a director, executive officer, employee or Consultant of such Subsidiary of the Corporation and not of the Corporation itself, whether or not then exercisable, shall automatically terminate on the date of such change.

**6.2 General Conditions Applicable to Options.** Except as otherwise provided in any Employment Agreement or Consulting Agreement or in any Award Agreement, each Option shall be subject to the following conditions:

- (a) Termination for Cause. Upon a Participant ceasing to be an Eligible Person for Cause, any vested or unvested Option granted to such Participant shall terminate automatically and become void immediately. For the purposes of this Plan, the determination by the Corporation that the Participant was discharged for Cause shall be binding on the Participant. "**Cause**" shall include, among other things, gross misconduct, theft, fraud, breach of confidentiality or breach of the Corporation's codes of conduct and any other reason determined by the Corporation to be cause for termination.
- (b) Termination not for Cause. Upon a Participant ceasing to be an Eligible Person as a result of his or her employment or service relationship with the Corporation or a Subsidiary being terminated without Cause (including, for the avoidance of doubt, as a result of any Subsidiary of the Corporation ceasing to be a Subsidiary of the Corporation, as contemplated by Section 6.1(g)): (i) each unvested Option granted to such Participant shall terminate and become void immediately upon such termination; and (ii) each vested Option held by such Participant shall cease to be exercisable on the earlier of (A) 90 days after the Participant's Termination Date (or such later date as the Board may determine, in its sole discretion, but not to exceed 12 months following the date the Participant ceases to be an Eligible Person); and (B) the expiry date of such Option as set forth in the applicable Award Agreement, after which such vested Option will expire.
- (c) Resignation. Upon a Participant ceasing to be an Eligible Person as a result of his or her resignation from the Corporation or a Subsidiary: (i) each unvested Option granted to such Participant shall terminate and become void immediately upon such resignation; and (ii) each vested Option held by such Participant shall cease to be exercisable on the earlier of (A) 90 days after the Participant's Termination Date (or such later date as the Board may determine, in its sole discretion, but not to exceed 12 months following the date the Participant ceases to be an Eligible Person); and (B) the expiry date of such Option as set forth in the applicable Award Agreement, after which such vested Option will expire.
- (d) Retirement/Permanent Disability. Upon a Participant ceasing to be an Eligible Person by reason of retirement or permanent disability: (i) each unvested Option granted to such Participant shall terminate and become void immediately; and (ii) each vested Option held by such Participant shall cease to be exercisable on the earlier of (A) 90 days from the date of retirement or the date on which the Participant ceases his or her employment or service relationship with the Corporation or any Subsidiary by reason of permanent disability (or such later date as the Board may determine, in its sole discretion, but not to

exceed 12 months following the date the Participant ceases to be an Eligible Person); and (B) the expiry date of such Option as set forth in the applicable Award Agreement, after which such vested Option will expire.

- (e) Death. Upon a Participant ceasing to be an Eligible Person by reason of death: (i) each unvested Option granted to such Participant shall terminate and become void immediately; and (ii) each vested Option held by such Participant at the time of death may be exercised by the legal representative of the Participant, provided that any such vested Option shall cease to be exercisable on the earlier of (A) the date that is 12 months after the Participant's death; or (B) the expiry date of such Option as set forth in the applicable Award Agreement, after which such vested Option will expire.
- (f) Leave of Absence. Upon a Participant electing a voluntary leave of absence of more than 12 months, including maternity and paternity leaves, the Board may determine, at its sole discretion but subject to applicable laws, that such Participant's participation in this Plan shall be terminated, provided that all vested Options shall remain outstanding and in effect until the applicable exercise date, or an earlier date determined by the Board at its sole discretion.

**6.3 General Conditions Applicable to Share Units.** Except as otherwise provided in any Employment Agreement or Consulting Agreement or in any Award Agreement, each Share Unit shall be subject to the following conditions:

- (a) Termination for Cause and Resignation. Upon a Participant ceasing to be an Eligible Person for Cause or as a result of his or her resignation from the Corporation or a Subsidiary, the Participant's participation in this Plan shall be terminated immediately, all Share Units credited to such Participant's Account that have not vested shall be forfeited and cancelled, and the Participant's rights that relate to such Participant's unvested Share Units shall be forfeited and cancelled on the Termination Date.
- (b) Leave of Absence or Termination of Service. Upon a Participant electing a voluntary leave of absence of more than 12 months, including maternity and paternity leaves, or upon a Participant ceasing to be an Eligible Person as a result of: (i) retirement; (ii) Termination of Service for reasons other than for Cause; (iii) his or her employment or service relationship with the Corporation or a Subsidiary being terminated by reason of injury or disability; or (iv) becoming eligible to receive long-term disability benefits, all unvested Share Units in the Participant's Account as of such date relating to a Restriction Period in progress shall be forfeited and cancelled (or such later date as the Board may determine, in its sole discretion, but not to exceed 12 months following the date the Participant ceases to be an Eligible Person). Notwithstanding the foregoing, if the Board, in its sole discretion, instead accelerates the vesting or waives vesting conditions with respect to all or some portion of outstanding unvested Share Units, the date of such action is the Vesting Date.
- (c) Death. Upon a Participant ceasing to be an Eligible Person as a result of death, (i) all unvested Share Units in the Participant's Account as of such date relating to a Restriction Period in progress shall be forfeited and cancelled (except as otherwise determined by the Board from time to time, at its sole discretion, but not to exceed 12 months following the date the Participant ceases to be an Eligible Person); and (ii) each vested Share Unit held by such Participant at the time of death may be exercised by the legal representative of the Participant, provided that any such vested Share shall cease to be exercisable on

the earlier of (A) the date that is 12 months after the Participant's death; or (B) the expiry date of such Award as set forth in the applicable Award Agreement, after which such vested Share Unit will expire. Notwithstanding the foregoing, if the Board, in its sole discretion, instead accelerates the vesting or waives vesting conditions with respect to all or some portion of outstanding unvested Share Units, the date of such action is the Vesting Date.

- (d) General. For greater certainty, where: (i) a Participant's employment or service relationship with the Corporation or a Subsidiary is terminated pursuant to Section 6.3(a) or Section 6.3(b) hereof; or (ii) a Participant elects for a voluntary leave of absence pursuant to Section 6.3(b) following the satisfaction of all vesting conditions in respect of particular Share Units but before receipt of the corresponding distribution or payment in respect of such Share Units, the Participant shall remain entitled to such distribution or payment.

## **PART 7 ADJUSTMENTS AND AMENDMENTS**

**7.1 Adjustment to Shares Subject to Outstanding Awards.** At any time after the grant of an Award to a Participant and prior to the expiration of the term of such Award or the forfeiture or cancellation of such Award, in the event of: (i) any subdivision of the Shares into a greater number of Shares; (ii) any consolidation of the Shares into a lesser number of Shares; (iii) any reclassification, reorganization or other change affecting the Shares; (iv) any merger, amalgamation or consolidation of the Corporation with or into another corporation; or (v) any distribution to all holders of Shares or other securities in the capital of the Corporation of cash, evidences of indebtedness or other assets of the Corporation (excluding an ordinary course dividend in cash or shares, but including for greater certainty shares or equity interests in a Subsidiary or business unit of the Corporation or one of its Subsidiaries or cash proceeds of the disposition of such a Subsidiary or business unit) or any transaction or change having a similar effect, then the Board shall in its sole discretion, subject to the prior approval of the TSXV (other than where the adjustment is a result of a share consolidation or subdivision), determine the appropriate adjustments or substitutions to be made in such circumstances in order to maintain the economic rights of the Participant in respect of such Award in connection with such occurrence or change, including, without limitation:

- (a) adjustments to the exercise price of such Award without any change in the total price applicable to the unexercised portion of the Award;
- (b) adjustments to the number of Shares or cash payment to which the Participant is entitled upon exercise or settlement of such Award; or
- (c) adjustments to the number or kind of Shares reserved for issuance pursuant to this Plan.

**7.2 Change of Control.**

- (a) Subject to the prior approval of the TSXV with respect to Options held by Investor Relations Service Providers, in the event of a potential Change of Control, the Board shall have the power, in its sole discretion, to accelerate the vesting of Options to assist the Participants to tender into a takeover bid or participate in any other transaction leading to a Change of Control. For greater certainty, subject to the prior approval of the TSXV with respect to Options held by Investor Relations Service Providers, in the event of a take-over bid or any other transaction leading to a Change of Control, the Board shall have the power, in its sole discretion, to: (i) provide that any or all Options shall

thereupon terminate, provided that any such outstanding Options that have vested shall remain exercisable until the consummation of such Change of Control; and (ii) permit Participants to conditionally exercise their vested Options immediately prior to the consummation of the take-over bid and the Shares issuable under such Options to be tendered to such bid, such conditional exercise to be conditional upon the take-up by such offeror of the Shares or other securities tendered to such take-over bid in accordance with the terms of such take-over bid (or the effectiveness of such other transaction leading to a Change of Control). If, however, the potential Change of Control referred to in this Section 7.2 is not completed within the time specified therein (as the same may be extended), then notwithstanding this Section 7.2 or the definition of "Change of Control": (i) any conditional exercise of vested Options shall be deemed to be null, void and of no effect, and such conditionally exercised Options shall for all purposes be deemed not to have been exercised; (ii) Shares which were issued pursuant to the exercise of Options which vested pursuant to this Section 7.2 shall be returned by the Participant to the Corporation and reinstated as authorized but unissued Shares; and (iii) the original terms applicable to Options which vested pursuant to this Section 7.2 shall be reinstated. In the event of a Change of Control, the Board may exercise its discretion to accelerate the vesting of, or waive the Performance Criteria or other vesting conditions applicable to, outstanding Share Units, and the date of such action shall be the Vesting Date of such Share Units.

- (b) Subject to the prior approval of the TSXV with respect to Options held by Investor Relations Service Providers, if the Corporation completes a transaction constituting a Change of Control and within 12 months following the Change of Control a Participant who was also an officer or employee of, or Consultant to, the Corporation prior to the Change of Control has their Employment Agreement or Consulting Agreement terminated, then: (i) all unvested Options granted to such Participant shall immediately vest and become exercisable, and remain open for exercise until the earlier of (A) their expiry date as set out in the applicable Award Agreement, and (B) the date that is 90 days after such termination or dismissal; and (ii) all unvested Share Units shall become vested, and the date of such Participant's Termination Date shall be deemed to be the Vesting Date.

### **7.3 Amendment or Discontinuance of Plan.**

- (a) The Board may amend this Plan or any Award at any time without the consent of the Participants, provided that such amendment shall:
  - (i) not adversely alter or impair the rights of any Participant, without the consent of such Participant, except as permitted by the provisions of this Plan;
  - (ii) be in compliance with applicable law (including Code Section 409A and the provisions of the ITA, to the extent applicable), and subject to any regulatory approvals including, where required, the approval of the TSXV (or any other stock exchange on which the Shares are listed); and
  - (iii) be subject to shareholder approval to the extent such approval is required by applicable law or the requirements of the TSXV (or any other stock exchange on which the Shares are listed), provided that the Board may, from time to time, in its absolute discretion and without approval of the shareholders of the Corporation, make the following amendments:

- (A) other than amendments to the exercise price and the expiry date of any Award as described in Section 7.3(b)(ii) and Section 7.3(b)(iii) any amendment, with the consent of the Participant, to the terms of an Award previously granted to such Participant under this Plan;
  - (B) any amendment necessary to comply with applicable law (including taxation laws) or the requirements of the TSXV (or any other stock exchange on which the Shares are listed) or any other regulatory body to which the Corporation is subject;
  - (C) any amendment of a "housekeeping" nature, including, without limitation, amending the wording of any provision of this Plan for the purpose of clarifying the meaning of existing provisions or to correct or supplement any provision of this Plan that is inconsistent with any other provision of this Plan, correcting grammatical or typographical errors and amending the definitions contained within this Plan; or
  - (D) any amendment regarding the administration or implementation of this Plan.
- (b) Notwithstanding Section 7.3(a)(iii), the Board shall be required to obtain TSXV and shareholder approval, including, if required by the applicable Exchange, disinterested shareholder approval to make the following amendments:
- (i) any amendment to the maximum percentage or number of Shares that may be reserved for issuance pursuant to the exercise or settlement of Awards granted under this Plan, including an increase to the fixed maximum percentage of Shares or a change from a fixed maximum percentage of Shares to a fixed maximum number of Shares or vice versa, except in the event of an adjustment pursuant to Section 7.1;
  - (ii) any amendment which reduces the exercise price of any Award, as applicable, after such Award has been granted or any cancellation of an Award and the replacement of such Award with an Award with a lower exercise price or other entitlements, except in the event of an adjustment pursuant to Section 7.1; provided, however, that, for greater certainty, disinterested shareholder approval will be required for any amendment which reduces the exercise price or extension of the term of any Option if the Participant is an Insider of the Corporation at the time of the proposed amendment;
  - (iii) any amendment which extends the expiry date of any Award, or the Restriction Period of any Share Unit beyond the original expiry date or Restriction Period, except in the event of an extension due to a Blackout Period;
  - (iv) any amendment which would permit Awards granted under this Plan to be transferable or assignable other than for normal estate settlement purposes as allowed by Section 6.1(f);
  - (v) any amendment to the definition of an Eligible Person under this Plan;
  - (vi) any amendment to the participation limits set out in Section 2.6; or

- (vii) any amendment to this Section 7.3;
- (c) The Board may, by resolution, but subject to applicable regulatory approvals, decide that any of the provisions hereof concerning the effect of termination of the Participant's employment or engagement shall not apply for any reason acceptable to the Board.
- (d) The Board may, subject to regulatory approval, discontinue this Plan at any time without the consent of the Participants provided that such discontinuance shall not materially and adversely affect any Awards previously granted to a Participant under this Plan.

## **PART 8 MISCELLANEOUS**

**8.1 Use of an Administrative Agent.** The Board may in its sole discretion appoint from time to time one or more entities to act as administrative agent to administer the Awards granted under this Plan and to hold and administer the assets that may be held in respect of Awards granted under this Plan, the whole in accordance with the terms and conditions determined by the Board in its sole discretion. The Corporation and the administrative agent will maintain records showing the number of Awards granted to each Participant under this Plan.

**8.2 Tax Withholding.** Notwithstanding any other provision of this Plan, all distributions, delivery of Shares or payments to a Participant (or to the legal representative of the Participant) under this Plan shall be made net of any applicable withholdings, including in respect of applicable withholding taxes required to be withheld at source and other source deductions, as the Corporation determines. If the event giving rise to the withholding obligation involves an issuance or delivery of Shares, then the withholding obligation may be satisfied in such manner as the Corporation determines, including: (i) by the sale of a portion of such Shares by the Corporation, the Corporation's transfer agent and registrar or any trustee appointed by the Corporation pursuant to Section 8.1 on behalf of and as agent for the Participant, as soon as permissible and practicable, with the proceeds of such sale being used to satisfy any withholding and remittance obligations of the Corporation (and any remaining proceeds, following such withholding and remittance, to be paid to the Participant); (ii) by requiring the Participant, as a condition of receiving such Shares, to pay to the Corporation an amount in cash sufficient to satisfy such withholding; or (iii) any other mechanism as may be required or determined by the Corporation as appropriate; provided, however, that the application of this Section 8.2 to any distribution, delivery of Shares or payments to a Participant (or to the legal representative of the Participant) under this Plan shall not conflict with the policies of the Exchange that are in effect at the relevant time and the Corporation will obtain prior Exchange acceptance and/or shareholder approval of any application of this Section 8.2 if required pursuant to such policies.

### 8.3 Securities Law Compliance.

- (a) This Plan (including any amendments to it), the terms of the grant of any Award under this Plan, the grant of any Award, the exercise of any Option, the delivery of any Shares upon exercise of any Option, or the Corporation's election to deliver Shares in settlement of any Share Units or DSUs, shall be subject to all applicable federal, provincial, state and foreign laws, rules and regulations, the rules and regulations of applicable Exchanges and to such approvals by any regulatory or governmental agency as may, as determined by the Corporation, be required. The Corporation shall not be obliged by any provision of this Plan or the grant of any Award or exercise of any Option hereunder to issue, sell or deliver Shares in violation of such laws, rules and regulations or any condition of such approvals.
- (b) No Awards shall be granted, and no Shares shall be issued, sold or delivered hereunder, where such grant, issue, sale or delivery would require registration of this Plan or of the Shares under the securities laws of any jurisdiction or the filing of any prospectus for the qualification of same thereunder, and any purported grant of any Award or purported issue or sale of Shares hereunder in violation of this provision shall be void.
- (c) Shares issued, sold or delivered to Participants under this Plan may be subject to limitations on sale or resale under applicable securities laws. For greater certainty, the granting of an Award: (i) to directors, officers and Promoters of the Corporation; (ii) to Consultants of the Corporation; (iii) Persons holding securities carrying more than 10% of the voting rights attached to the Corporation's securities, and who have elected or appointed or have the right to elect or appoint one or more directors or senior officers of the Corporation; (iv) where the exercise price is at a discount to the Market Value of a Share; or (v) where the exercise price is at a price that is less than \$0.05, shall be subject to a four-month hold period in compliance with the policies of the Exchange.
- (d) If Shares cannot be issued to a Participant upon the exercise of an Option due to legal or regulatory restrictions, the obligation of the Corporation to issue such Shares shall terminate and any funds paid to the Corporation in connection with the exercise of such Option will be returned to the applicable Participant as soon as practicable.
- (e) U.S. Securities Laws.
  - (i) With respect to Awards granted in the United States or to U.S. Persons (as defined under Regulation S under the U.S. Securities Act) or at such time as the Corporation ceases to be a "foreign private issuer" (as defined under Regulation S under the U.S. Securities Act), unless the Shares which may be issued upon the exercise or settlement of such Awards are registered under the U.S. Securities Act and any applicable state securities laws, the Awards granted hereunder and any Shares that may be issuable upon the exercise or settlement of such Awards will be considered "restricted securities" (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act) or under applicable state securities, as the case may be. Accordingly, any such Awards or Shares issued prior to an effective registration statement filed with the SEC or qualification under applicable state securities laws may not be transferred, sold, assigned, pledged, hypothecated or otherwise disposed by the Participant, directly or indirectly, without registration under the U.S. Securities Act and applicable state securities laws, as the case may be, or unless in compliance with an available exemption therefrom. Certificate(s)

representing the Awards and any Shares issued upon the exercise or settlement of such Awards prior to an effective registration statement filed with the SEC, and all certificate(s) issued in exchange therefor or in substitution thereof, will be endorsed with the following or a similar legend until such time as it is no longer required under the applicable requirements of the U.S. Securities Act:

"THE SECURITIES REPRESENTED HEREBY [*for Awards add: AND ANY SECURITIES ISSUABLE UPON EXERCISE OR SETTLEMENT HEREOF*] HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, (THE "U.S. SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE COMPANY, THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATIONS UNDER THE U.S. SECURITIES ACT; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF CLAUSE (C) OR (D), THE SELLER FURNISHES TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY TO SUCH EFFECT. THE PRESENCE OF THIS LEGEND MAY IMPAIR THE ABILITY OF THE HOLDER HEREOF TO EFFECT "GOOD DELIVERY" OF THE SECURITIES REPRESENTED HEREBY ON A CANADIAN STOCK EXCHANGE."

- (ii) Any Participant that is in the United States or is a U.S. Person shall by acceptance of an Award under this Plan be deemed to represent, warrant, acknowledge and agree with the Corporation that: (A) the Participant is acquiring the Award for his or her own account, as principal; (B) unless otherwise notified by the Corporation, the Award and the Shares underlying the Award, if any, have not been registered under the U.S. Securities Act and are "restricted securities" under Rule 144 under the U.S. Securities Act; (C) the certificates representing the Award and any Shares issued upon exercise or settlement thereof will bear the restrictive legend set forth above; and (D) the Corporation is relying on these representations and warranties to support the conclusion of the Corporation that the granting of the Award and any Shares issuable upon exercise or settlement thereof do not require registration under the U.S. Securities Act or any applicable state securities laws.

**8.4 Reorganization of the Corporation.** The existence of any Awards shall not affect in any way the right or power of the Corporation or its shareholders to make or authorize any adjustment, reclassification, recapitalization, reorganization or other change in the Corporation's capital structure or its business, or any amalgamation, combination, merger or consolidation involving the Corporation or to create or issue any bonds, debentures, shares or other securities of the Corporation or the rights and conditions attaching thereto or to affect the dissolution or liquidation of the Corporation or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar nature or otherwise.

8.5 **Quotation of Shares.** So long as the Shares are listed on one or more Exchanges, the Corporation must apply to such Exchange or Exchanges for the listing or quotation, as applicable, of the Shares underlying the Awards granted under this Plan, however, the Corporation cannot guarantee that such Shares will be listed or quoted on any Exchange.

8.6 **No Trust or Fund Created.** Neither this Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Corporation or a Subsidiary and a Participant or any other Person. To the extent that any Person acquires a right to receive payments from the Corporation or a Subsidiary pursuant to an Award, such right shall be no greater than the right of any unsecured creditor of the Company.

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

8.8 **Severability.** The invalidity or unenforceability of any provision of this Plan shall not affect the validity or enforceability of any other provision and any invalid or unenforceable provision shall be severed from this Plan.

8.9 **Conflict with Plan or Award Agreement.** In the event of any inconsistency or conflict between the policies of the Exchange, this Plan and an Award Agreement, the policies of the Exchange shall govern for all purposes.

8.10 **Code Section 409A.** It is intended that any payments under this Plan to U.S. Taxpayers shall be exempt from or comply with Code Section 409A, and all provisions of this Plan shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes and penalties under Code Section 409A. Solely to the extent that Awards of a U.S. Taxpayer are determined to be subject to Code Section 409A, the following will apply with respect to the rights and benefits of U.S. Taxpayers under this Plan:

- (a) Except as permitted under Code Section 409A, any deferred compensation (within the meaning of Code Section 409A) payable to or for the benefit of a U.S. Taxpayer may not be reduced by, or offset against, any amount owing by the U.S. Taxpayer to the Corporation or any of its Affiliates.
- (b) If a U.S. Taxpayer becomes entitled to receive payment in respect of any Share Units or any DSUs that are subject to Code Section 409A, as a result of his or her Separation from Service and the U.S. Taxpayer is a "specified employee" (within the meaning of Code Section 409A) at the time of his or her Separation from Service, and the Board makes a good faith determination that: (i) all or a portion of the Share Units or DSUs constitute "deferred compensation" (within the meaning of Code Section 409A); and (ii) any such deferred compensation that would otherwise be payable during the six-month period following such Separation from Service is required to be delayed pursuant to the six-month delay rule set forth in Code Section 409A in order to avoid taxes or penalties under Code Section 409A, then payment of such "deferred compensation" shall not be made to the U.S. Taxpayer before the date which is six months after the date of his or her Separation from Service (and shall be paid in a single lump sum on the first day of the seventh month following the date of such Separation from Service) or, if earlier, the U.S. Taxpayer's date of death.

- (c) A U.S. Taxpayer's status as a "specified employee" (within the meaning of Code Section 409A) shall be determined by the Corporation as required by Code Section 409A on a basis consistent with Code Section 409A and such basis for determination will be consistently applied to all plans, programs, contracts, agreements, etc. maintained by the Corporation that are subject to Code Section 409A.
- (d) Although the Corporation intends that Share Units will be exempt from Code Section 409A or will comply with Code Section 409A, and that DSUs will comply with Code Section 409A, the Corporation makes no assurances that the Share Units will be exempt from Code Section 409A or will comply with it. Each U.S. Taxpayer, any beneficiary or the U.S. Taxpayer's estate, as the case may be, is solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on or for the account of such U.S. Taxpayer in connection with this Plan (including any taxes and penalties under Code Section 409A), and neither the Corporation nor any Subsidiary shall have any obligation to indemnify or otherwise hold such U.S. Taxpayer or beneficiary or the U.S. Taxpayer's estate harmless from any or all of such taxes or penalties.
- (e) In the event that the Board determines that any amounts payable hereunder will be taxable to a Participant under Code Section 409A prior to payment to such Participant of such amount, the Corporation may: (i) adopt such amendments to this Plan and Share Units and appropriate policies and procedures, including amendments and policies with retroactive effect, that the Board determines necessary or appropriate to preserve the intended tax treatment of the benefits provided by this Plan and Share Units hereunder and/or (ii) take such other actions as the Board determines necessary or appropriate to avoid or limit the imposition of an additional tax under Code Section 409A.
- (f) In the event the Corporation amends, suspends or terminates this Plan or Share Units as permitted under this Plan, such amendment, suspension or termination will be undertaken in a manner that does not result in adverse tax consequences under Code Section 409A.

8.11 **Effective Date of Plan.** This Plan shall become effective upon the date (the "**Effective Date**") of approval by the Board, subject to shareholder approval and TSXV approval.

**SCHEDULE "A"**

**ONYX GOLD CORP.  
Omnibus Share Incentive Plan**

**OPTION AGREEMENT**

This Option Agreement is entered into between ONYX GOLD CORP. (the "Corporation") and the Participant named below, pursuant to the Corporation's Omnibus Share Incentive Plan (the "Plan"), a copy of which is attached hereto, and confirms that:

1. on \_\_\_\_\_ (the "Grant Date");
2. \_\_\_\_\_ (the "Participant");
3. was granted \_\_\_\_\_ options ("Options") to purchase common shares of the Corporation (each, a "Share"), in accordance with the terms of the Plan, which Options will bear the following terms:
  - (a) Exercise Price and Expiry. Subject to the vesting conditions specified below, the Options will be exercisable by the Participant at a price of \$● per Share (the "Option Price") at any time prior to expiry on ● (the "Expiration Date").
  - (b) Vesting; Time of Exercise. Subject to the terms of the Plan, the Options shall vest and become exercisable as follows:

Number of Options	Vested On
●	●

If the aggregate number of Shares vesting in a tranche set forth above includes a fractional Share, the aggregate number of Shares will be rounded down to the nearest whole number of Shares. Notwithstanding anything to the contrary herein, the Options shall expire on the Expiration Date set forth above and must be exercised, if at all, on or before the Expiration Date. Options are denominated in Canadian dollars.

4. The Options shall be exercisable only by delivery to the Corporation of a duly completed and executed notice in the form attached to this Option Agreement (the "Exercise Notice"), together with (i) payment of the Option Price for each Share covered by the Exercise Notice; and (ii) payment of any withholding taxes as required in accordance with the terms of the Exercise Notice. Any such payment to the Corporation shall be made by certified cheque or wire transfer in readily available funds.
5. Subject to the terms of the Plan, the Options specified in an Exercise Notice shall be deemed to be exercised upon receipt by the Corporation of such written Exercise Notice, together with the payment of all amounts required to be paid by the Participant to the Corporation pursuant to paragraph 4 of this Option Agreement.
6. The Participant hereby represents and warrants (on the date of this Option Agreement and upon each exercise of Options) that:
  - (a) the Participant has not received any offering memorandum, or any other documents (other than annual financial statements, interim financial statements or any other document the content of which is prescribed by statute or regulation, other than an offering memorandum) describing the business and affairs of the Corporation that has been prepared for delivery to, and review by, a prospective purchaser in order to assist it in making an investment decision in respect of the Shares;

- (b) the Participant is acquiring the Shares without the requirement for the delivery of a prospectus or offering memorandum, pursuant to an exemption under applicable securities legislation and, as a consequence, is restricted from relying upon the civil remedies otherwise available under applicable securities legislation and may not receive information that would otherwise be required to be provided to it;
- (c) the Participant has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Corporation and does not desire to utilize a registrant in connection with evaluating such merits and risks;
- (d) the Participant acknowledges that an investment in the Shares involves a high degree of risk, and represents that it understands the economic risks of such investment and is able to bear the economic risks of this investment;
- (e) the Participant acknowledges that he or she is responsible for paying any applicable taxes and withholding taxes arising from the exercise of any Options, as provided in Section 8.2 of the Plan;
- (f) this Option Agreement constitutes a legal, valid and binding obligation of the Participant, enforceable against him or her in accordance with its terms; and
- (g) the execution and delivery of this Option Agreement and the performance of the obligations of the Participant hereunder will not result in the creation or imposition of any lien, charge or encumbrance upon the Shares.

The Participant acknowledges that the Corporation is relying upon such representations and warranties in granting the Options and issuing any Shares upon exercise thereof.

7. The Participant: (i) acknowledges and represents that the Participant fully understands and agrees to be bound by the terms and provisions of this Option Agreement and the Plan; (ii) agrees and acknowledges that the Participant has received a copy of the Plan and that the terms of the Plan form part of this Option Agreement; and (iii) hereby accepts these Options subject to all of the terms and provisions hereof and of the Plan. To the extent of any inconsistency between the terms of this Option Agreement and those of the Plan, the terms of the Plan shall govern. The Participant has reviewed this Option Agreement and the Plan, and has had an opportunity to obtain the advice of counsel prior to executing this Option Agreement.
8. This Option Agreement and the terms of the Plan incorporated herein (with the Exercise Notice, if the Option is exercised) constitutes the entire agreement of the Corporation and the Participant (collectively, the "Parties") with respect to the Options and supersedes in its entirety all prior undertakings and agreements of the Parties with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Parties. This Option Agreement and the terms of the Plan incorporated herein are to be construed in accordance with and governed by the laws of the Province of British Columbia. Should any provision of this Option Agreement or the Plan be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.
9. In accordance with Section 8.3(e) of the Plan, if the Options and the underlying Shares are not registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), or any state securities laws, the Options may not be exercised in the "United States" or by "U.S. Persons" (each as defined in Rule 902 of Regulation S under the U.S. Securities Act) unless an exemption from the registration requirements of the U.S. Securities Act is available. Any Shares issued to Option holders in the United States that have not been registered under the U.S. Securities Act will be deemed "restricted securities" (as defined in Rule 144(a)(3) of the U.S.

Securities Act) and bear a restrictive legend to such effect.

All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan.

IN WITNESS WHEREOF the Parties hereto have executed this Option Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ONYX GOLD CORP.**

Per:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
[NAME OF PARTICIPANT]

**SCHEDULE "B"**  
**ONYX GOLD CORP.**  
**Omnibus Share Incentive Plan**  
**EXERCISE NOTICE**

TO: Onyx Gold Corp.  
#405 - 375 Water St.  
Vancouver, BC V6B 5C6

RE: Exercise of Options

---

The undersigned hereby irrevocably gives notice, pursuant to the Omnibus Share Incentive Plan, in effect from time to time (the "Plan"), of ONYX GOLD CORP. (the "Corporation"), of the exercise of the Option to acquire and hereby subscribes for (check applicable item):

- all of the Shares; or
- certain of the Shares which are the subject of the Option Agreement attached hereto.

Calculation of total Option Price:

(i) number of Shares to be acquired on exercise: \_\_\_\_\_ Shares

(ii) times the Option Price per Share: \$ \_\_\_\_\_

Total Option Price, as enclosed herewith: \$ \_\_\_\_\_

The undersigned tenders herewith a cheque or bank draft for the total Option Price, payable to the Corporation, and directs the Corporation to issue the share certificate evidencing the Shares in the name of the undersigned to be mailed to the undersigned at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All capitalized terms, unless otherwise defined in this exercise notice, shall have the meaning provided in the Plan.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Option Holder

\_\_\_\_\_  
Name of Option Holder (Print)

**SCHEDULE "C"**  
**ONYX GOLD CORP.**  
**Omnibus Share Incentive Plan**  
**NET EXERCISE NOTICE**

TO: Onyx Gold Corp.  
#405 - 375 Water St.  
Vancouver, BC V6B 5C6

RE: Exercise of Options

---

The undersigned hereby irrevocably gives notice, pursuant to the Omnibus Share Incentive Plan (the "Plan") of ONYX GOLD CORP. (the "Corporation"), of the exercise of the Option to acquire and hereby subscribes for (check applicable item):

- all of the Shares; or
- certain of the Shares which are the subject of the Option Agreement attached hereto.

Pursuant to Section 3.6(c) of the Plan and the approval of the Board, the number of Shares to be issued in accordance with the instructions of the undersigned shall be as is determined by application of the following formula, after deduction of any income tax or other amounts required by law to be withheld:

$$X = (Y(A-B))/A$$

Where:

X = the number of Shares to be issued to the Participant upon the Net Exercise

Y = the number of Shares underlying the Options being exercised

A = the VWAP as at the date of the Net Exercise Notice, if such VWAP is greater than the Option Price

B = the Option Price of the Options being exercised

No fractional Shares will be issued upon the undersigned making a Net Exercise. If the number of Shares to be issued to the Participant in the event of a Net Exercise would otherwise include a fraction of a Share, the Corporation will pay a cash amount to such Participant equal to (i) the fraction of a Share otherwise issuable multiplied by (ii) the value attributed to "A" in the formula set out above.

The undersigned tenders herewith a cheque or bank draft for the total Option Price, payable to the Corporation, and directs the Corporation to issue the share certificate evidencing the Shares in the name of the undersigned to be mailed to the undersigned at the following address:

\_\_\_\_\_  
\_\_\_\_\_

All capitalized terms, unless otherwise defined in this exercise notice, shall have the meaning provided in the Plan.

DATED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Option Holder

\_\_\_\_\_  
Name of Option Holder (Print)

**SCHEDULE "D"**  
**ONYX GOLD CORP.**  
**Omnibus Share Incentive Plan**  
**FORM OF SHARE UNIT AGREEMENT**

This Share Unit Agreement is entered into between ONYX GOLD CORP. (the "Corporation") and the Participant named below pursuant to the Corporation's Omnibus Share Incentive Plan, in effect from time to time (the "Plan"), a copy of which is attached hereto, and confirms that:

1. on \_\_\_\_\_ (the "Grant Date");
2. \_\_\_\_\_ (the "Participant");
3. was granted \_\_\_\_\_ Share Units (the "Share Units") of the Corporation, in accordance with the terms of the Plan;
4. which shall vest as follows:

Number of Share Units	Time Vesting Conditions	Performance Vesting Conditions
●	●	●

all on the terms and subject to the conditions set out in the Plan; and

5. subject to the terms and conditions of the Plan, the performance period for any performance-based Share Units granted hereunder commences on the Grant Date and ends at the close of business on ● (the "Performance Period"), while the restriction period for any time-based Share Units granted hereunder commences on the Grant Date and ends at the close of business on ● (the "Restriction Period"). Subject to the terms and conditions of the Plan, Share Units will be redeemed and settled fifteen days after the applicable Vesting Date, all in accordance with the terms of the Plan.
6. By signing this Share Unit Agreement, the Participant:
  - (a) acknowledges that he or she has read and understands the Plan and agrees with the terms and conditions thereof, which terms and conditions shall be deemed to be incorporated into and form part of this Share Unit Agreement (subject to any specific variations contained in this Share Unit Agreement);
  - (b) acknowledges that, subject to the vesting and other conditions and provisions in this Share Unit Agreement, each Share Unit awarded to the Participant shall entitle the Participant to receive on settlement an aggregate cash payment equal to the Market Value of a Share or, at the election of the Corporation and in its sole discretion, one Share of the Corporation. For greater certainty, no Participant shall have any right to demand to be paid in, or receive, Shares in respect of any Share Unit, and, notwithstanding any discretion exercised by the Corporation to settle any Share Unit, or portion thereof, in the form of Shares, the Corporation reserves the right to change such form of payment at any time until payment is actually made;
  - (c) acknowledges that he or she is responsible for paying any applicable taxes and withholding taxes arising from the vesting and redemption of any Share Unit as determined by the Corporation in its sole discretion;
  - (d) agrees that a Share Unit does not carry any voting rights;
  - (e) acknowledges that the value of the Share Units granted herein is denominated in Canadian dollars, and such value is not guaranteed; and

- (f) recognizes that, at the sole discretion of the Corporation, the Plan can be administered by a designee of the Corporation by virtue of Section 2.2 of the Plan and any communication from or to the designee shall be deemed to be from or to the Corporation.
7. The Participant: (i) acknowledges and represents that the Participant fully understands and agrees to be bound by the terms and provisions of this Share Unit Agreement and the Plan; (ii) agrees and acknowledges that the Participant has received a copy of the Plan and that the terms of the Plan form part of this Share Unit Agreement; and (iii) hereby accepts these Share Units subject to all of the terms and provisions hereof and of the Plan. To the extent of any inconsistency between the terms of this Share Unit Agreement and those of the Plan, the terms of the Plan shall govern. The Participant has reviewed this Share Unit Agreement and the Plan, and has had an opportunity to obtain the advice of counsel prior to executing this Share Unit Agreement.
  8. This Share Unit Agreement and the terms of the Plan incorporated herein constitutes the entire agreement of the Corporation and the Participant (collectively, the "Parties") with respect to the Share Units and supersedes in its entirety all prior undertakings and agreements of the Parties with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Parties. This Share Unit Agreement and the terms of the Plan incorporated herein are to be construed in accordance with and governed by the laws of the Province of British Columbia. Should any provision of this Share Unit Agreement or the Plan be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.
  9. In accordance with Section 8.3(e) of the Plan, unless the Shares that may be issued upon the settlement of vested Share Units granted pursuant to this Share Unit Agreement are registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), and any applicable state securities laws, such Shares may not be issued in the "United States" or to "U.S. Persons" (each as defined in Rule 902 of Regulation S under the U.S. Securities Act) unless an exemption from the registration requirements of the U.S. Securities Act is available. Any Shares issued to a Participant in the United States that have not been registered under the U.S. Securities Act will be deemed "restricted securities" (as defined in Rule 144(a)(3) of the U.S. Securities Act) and bear a restrictive legend to such effect.

All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan.

By receiving and accepting the Share Units, the Participant:

- (a) consents to the disclosure to the TSXV and all other regulatory authorities of all personal information of the undersigned obtained by the Corporation; and
- b) consents to the collection, use and disclosure of such personal information by the TSXV and all other regulatory authorities in accordance with their requirements, including the provision to third party service providers, from time to time.

IN WITNESS WHEREOF the Parties hereto have executed this Share Unit Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ONYX GOLD CORP.**

Per:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
[NAME OF PARTICIPANT]

**SCHEDULE "E"**  
**ONYX GOLD CORP.**  
**Omnibus Share Incentive Plan**  
**FORM OF DSU AGREEMENT**

This DSU Agreement is entered into between ONYX GOLD CORP. (the "Corporation") and the Participant named below pursuant to the Corporation's Omnibus Share Incentive Plan, in effect from time to time (the "Plan"), a copy of which is attached hereto, and confirms that:

1. on \_\_\_\_\_, \_\_\_\_\_ (the "Grant Date");
2. \_\_\_\_\_ (the "Participant");
3. was granted \_\_\_\_\_ deferred share units (the "DSUs") of the Corporation, in accordance with the terms of the Plan;
4. The DSUs subject to this DSU Agreement are fully vested / will become vested as follows [*select*]:

Date	Total Number of DSUs Vested
●	●

all on the terms and subject to the conditions set out in the Plan;

5. Subject to the terms of the Plan, the settlement of the DSUs, in cash (or, at the election of the Corporation, in Shares or a combination of cash and Shares), shall be payable to you, net of any applicable withholding taxes in accordance with the Plan, not later than December 15th of the first (1st) calendar year commencing immediately after the Termination Date, provided that if you are a U.S. Taxpayer, the settlement will be as soon as administratively feasible following your Separation from Service. If the Participant is both a U.S. Taxpayer and a Canadian Participant, the settlement of the DSUs will be subject to the provisions of Section 5.4(a) of the Plan.
6. By signing this agreement, the Participant:
  - (a) acknowledges that he or she has read and understands the Plan and agrees with the terms and conditions thereof, which terms and conditions shall be deemed to be incorporated into and form part of this DSU Agreement (subject to any specific variations contained in this DSU Agreement);
  - (b) acknowledges that he or she is responsible for paying any applicable taxes and withholding taxes arising from the vesting and redemption of any DSU, as determined by the Corporation in its sole discretion;
  - (c) agrees that a DSU does not carry any voting rights;
  - (d) acknowledges that the value of the DSUs granted herein is denominated in Canadian dollars, and such value is not guaranteed; and
  - (e) recognizes that, at the sole discretion of the Corporation, the Plan can be administered by a designee of the Corporation by virtue of Section 2.2 of the Plan and any communication from or to the designee shall be deemed to be from or to the Corporation.
7. The Participant: (i) acknowledges and represents that the Participant fully understands and agrees to be bound by the terms and provisions of this DSU Agreement and the Plan; (ii) agrees and acknowledges that the Participant has received a copy of the Plan and that the terms of the Plan form part of this DSU Agreement; and (iii) hereby accepts these DSUs subject to all of the terms and provisions hereof and of the Plan. To the extent of any inconsistency between the terms of this DSU Agreement and those of the Plan, the terms of the Plan shall govern. The

Participant has reviewed this DSU Agreement and the Plan, and has had an opportunity to obtain the advice of counsel prior to executing this DSU Agreement.

8. This DSU Agreement and the terms of the Plan incorporated herein constitutes the entire agreement of the Corporation and the Participant (collectively, the "Parties") with respect to the DSUs and supersedes in its entirety all prior undertakings and agreements of the Parties with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Parties. This DSU Agreement and the terms of the Plan incorporated herein are to be construed in accordance with and governed by the laws of the Province of British Columbia. Should any provision of this DSU Agreement or the Plan be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.
9. In accordance with Section 8.3(e) of the Plan, unless the Shares that may be issued upon the settlement of the DSUs are registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), and any applicable state securities laws, such Shares may not be issued in the "United States" or to "U.S. Persons" (each as defined in Rule 902 of Regulation S under the U.S. Securities Act) unless an exemption from the registration requirements of the U.S. Securities Act is available. Any Shares issued to a Participant in the United States that have not been registered under the U.S. Securities Act will be deemed "restricted securities" (as defined in Rule 144(a)(3) of the U.S. Securities Act) and bear a restrictive legend to such effect.

All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan.

By receiving and accepting the Share Units, the Participant:

- (a) consents to the disclosure to the TSXV and all other regulatory authorities of all personal information of the undersigned obtained by the Corporation; and
- (b) consents to the collection, use and disclosure of such personal information by the TSXV and all other regulatory authorities in accordance with their requirements, including the provision to third party service providers, from time to time.

IN WITNESS WHEREOF the Parties have executed this DSU Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ONYX GOLD CORP.**

Per:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
[NAME OF PARTICIPANT]

**Schedule "B"**

Audit Committee Charter

(See attached)



## AUDIT COMMITTEE CHARTER

### *Mandate*

The primary function of the audit committee (for the purposes of this section, the "**Audit Committee**") of Onyx Gold Corp. ("**Onyx**") is to assist the board of directors of Onyx (the "**Onyx Board**") in fulfilling its financial oversight responsibilities by reviewing the financial reports and other financial information provided by Onyx to regulatory authorities and shareholders, Onyx's systems of internal controls regarding finance and accounting and Onyx's auditing, accounting and financial reporting processes. Consistent with this function, the Audit Committee will encourage continuous improvement of, and should foster adherence to, Onyx's policies, procedures and practices at all levels. The Audit Committee's primary duties and responsibilities are to:

- Serve as an independent and objective party to monitor Onyx's financial reporting and internal control system and review Onyx's financial statements.
- Review and appraise the performance of Onyx's external auditors.
- Provide an open avenue of communication among Onyx's auditors, financial and senior management and the Onyx Board.

### *Composition*

The Audit Committee shall be comprised of three directors as determined by the Onyx Board, the majority of whom shall be free from any relationship that, in the opinion of the Onyx Board, would interfere with the exercise of his or her independent judgment as a member of the Audit Committee.

At least one member of the Audit Committee shall have accounting or related financial management expertise. All members of the Audit Committee that are not financially literate will work towards becoming financially literate to obtain a working familiarity with basic finance and accounting practices. For the purposes of the Audit Committee's charter, the definition of "financially literate" is the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can presumably be expected to be raised by Onyx's financial statements.

The members of the Audit Committee shall be elected by the Onyx Board at its first meeting following the annual shareholders' meeting. Unless a chair is elected by the full Onyx Board, the members of the Audit Committee may designate a chair by a majority vote of the full committee membership.

### *Meetings*

The Audit Committee shall meet at least twice annually, or more frequently as circumstances dictate. As part of its job to foster open communication, the Audit Committee will meet at least annually with the Chief Financial Officer and the external auditors in separate sessions.

## *Responsibilities and Duties*

To fulfill its responsibilities and duties, the Audit Committee shall:

### Documents/Reports Review

- (a) Review and update the Audit Committee charter annually.
- (b) Review Onyx's financial statements, MD&A and any annual and interim earnings, press releases before Onyx publicly discloses this information and any reports or other financial information (including quarterly financial statements), which are submitted to any governmental body, or to the public, including any certification, report, opinion, or review rendered by the external auditors.

### External Auditors

- (a) Review annually, the performance of the external auditors who shall be ultimately accountable to the Onyx Board and the Audit Committee as representatives of the Onyx Shareholders.
- (b) Obtain annually, a formal written statement of external auditors setting forth all relationships between the external auditors and Onyx, consistent with Independence Standards Board Standard 1.
- (c) Review and discuss with the external auditors any disclosed relationships or services that may impact the objectivity and independence of the external auditors.
- (d) Take, or recommend that the full Onyx Board take, appropriate action to oversee the independence of the external auditors.
- (e) Recommend to Onyx Board the selection and, where applicable, the replacement of the external auditors nominated annually for Onyx Shareholder approval.
- (f) At each meeting, consult with the external auditors, without the presence of management, about the quality of Onyx's accounting principles, internal controls and the completeness and accuracy of Onyx's financial statements.
- (g) Review and approve Onyx's hiring policies regarding partners, employees and former partners and employees of the present and former external auditors of Onyx.
- (h) Review with management and the external auditors the audit plan for the year-end financial statements and intended template for such statements.
- (i) Review and pre-approve all audit and audit-related services and the fees and other compensation related thereto, and any non-audit services, provided by Onyx's external auditors. The pre-approval requirement is waived with respect to the provision of non-audit services if:
  - i. the aggregate amount of all such non-audit services provided to Onyx constitutes not more than five percent of the total amount of revenues paid by Onyx to its external auditors during the fiscal year in which the non-audit services are provided;

- ii. such services were not recognized by Onyx at the time of the engagement to be non-audit services; and
- iii. such services are promptly brought to the attention of the Audit Committee by the Onyx and approved prior to the completion of the audit by the Audit Committee or by one or more members of the Audit Committee who are members of the Onyx Board to whom authority to grant such approvals has been delegated by the Audit Committee.

Provided the pre-approval of the non-audit services is presented to the Audit Committee's first scheduled meeting following such approval such authority may be delegated by the Audit Committee to one or more independent members of the Audit Committee.

#### Financial Reporting Processes

- (a) In consultation with the external auditors, review with management the integrity of Onyx's financial reporting process, both internal and external.
- (b) Consider the external auditors' judgments about the quality and appropriateness of Onyx's accounting principles as applied in its financial reporting.
- (c) Consider and approve, if appropriate, changes to Onyx's auditing and accounting principles and practices as suggested by the external auditors and management.
- (d) Review significant judgments made by management in the preparation of the financial statements and the view of the external auditors as to appropriateness of such judgments.
- (e) Following completion of the annual audit, review separately with management and the external auditors any significant difficulties encountered during the course of the audit, including any restrictions on the scope of work or access to required information.
- (f) Review any significant disagreement among management and the external auditors in connection with the preparation of the financial statements.
- (g) Review with the external auditors and management the extent to which changes and improvements in financial or accounting practices have been implemented.
- (h) Review any complaints or concerns about any questionable accounting, internal accounting controls or auditing matters.
- (i) Review certification process.
- (j) Establish a procedure for the confidential, anonymous submission by employees of Onyx of concerns regarding questionable accounting or auditing matters.

#### Risk Management

- (a) To review, at least annually, and more frequently if necessary, Onyx's policies for risk assessment and risk management (the identification, monitoring, and mitigation of risks).

- (b) To inquire of management and the independent auditor about significant business, political, financial and control risks or exposure to such risk.
- (c) To request the external auditor's opinion of management's assessment of significant risks facing Onyx and how effectively they are being managed or controlled.
- (d) To assess the effectiveness of the over-all process for identifying principal business risks and report thereon to the Onyx Board.

Other

Review any related-party transactions.

**Schedule "C"**  
Compensation Committee Charter

(See attached)



## COMPENSATION COMMITTEE CHARTER

### PURPOSE

The Compensation Committee (the "**Committee**") of the Board of Directors (the "**Board**") of Onyx Gold Corp. (the "**Company**"), under the supervision of the Board, shall have the overall responsibility for:

- (a) Reviewing and recommending the compensation of the Company's Chief Executive Officer ("**CEO**"), other executive officers, directors and key employees (collectively, the "**Management**").
- (b) Reviewing and recommending succession plans for the CEO and other executive officers.
- (c) Overseeing the Company's compensation and benefits policies, plans and programs.
- (d) General oversight of the Company's compensation structure.
- (e) Such other additional specific duties and responsibilities as are set out herein.

The term "compensation" shall include salary, incentive and equity compensation, bonuses, severance arrangements and other compensatory benefits or rights received under the Company's benefit plans.

### COMMITTEE COMPOSITION

The membership of the Committee shall be as follows:

- (a) The Committee shall consist of a minimum of three members of the Board, appointed annually by members of the Board. The Board may fill a vacancy that occurs in the Committee at any time.
- (b) Each Committee member will be independent. Independence of the members will be as defined by applicable legislation and as a minimum, each committee member will have no direct or indirect relationship with the Company which, in the view of the Board, could reasonably interfere with the exercise of a member's independent judgment.
- (c) The Board will elect, by a majority vote, one Committee member to serve as chairperson of the Committee (the "**Chair**"). If a Chair has not been designated by the Board, the members of the Committee may designate a Chair by majority vote of the Committee membership.
- (d) Committee members may serve on the Committee for consecutive terms.

- (e) A member may resign from the Committee. Vacancies shall be filled by appointment from among the independent members of the Board.

## **MEETINGS**

- (a) The Committee shall meet as often as may be considered necessary or appropriate, in its judgment, and will report regularly to the full Board with respect to its activities.
- (b) The Committee may meet either in person, by teleconferencing, or by videoconferencing, at such times and places as determined by the members of the Committee. Where a meeting is not practicable, resolutions in writing which are signed by all members of the Committee are deemed valid as if they had been passed at a meeting of the Committee.
- (c) A majority of the members of the Committee, present in person, by teleconferencing, or by videoconferencing will constitute a quorum.
- (d) Meetings will be generally conducted without the presence of members of management.
- (e) The CEO may not be present for any portion of any meeting at which the compensation of the CEO is being deliberated or voted upon.
- (f) Minutes of the Committee meetings will be kept and filed in the Company's minute book.

## **RESPONSIBILITIES**

Subject to the powers and duties of the Board, the Board hereby delegates to the Committee the following powers and duties to be performed by the Committee on behalf of and for the Board:

### ***Compensation of CEO, Other Executive Officers, Directors and Key Employees***

- (a) On an annual basis, or more frequently if deemed necessary by the Committee or requested by the Board, review and recommend corporate goals and objectives concerning the compensation of Management.
- (b) Evaluate Management's performance against these corporate goals and objectives.
- (c) Determine and recommend Management's compensation and benefits plans based on this evaluation.
- (d) Review and recommend to the Board the overall compensation of each newly elected executive officer, director and key employee, including all employment related and severance agreements.
- (e) Evaluate on a periodic basis the competitiveness of the remuneration packages for Management.

### ***Board of Directors Compensation***

- (a) Review annually, or more frequently if deemed necessary by the Committee or requested by the Board, and recommend to the Board for its approval, the compensation paid to directors who serve on the Board or its committees, including any retainer, chair fees, and equity compensation. These recommendations should take into account North American and industry-wide compensation practices and trends for comparable companies.

### ***Company Compensation***

- (a) Oversee and evaluate the Company's general compensation structure and policies to attract, award, develop and retain Management and other employees.
- (b) Review and approve annually the compensation adjustments for non-Management employees.
- (c) Evaluate on a periodic basis the competitiveness of the compensation plan to non-Management employees.

### ***Administration of Plans***

- (a) Review and administer the Company's stock option plan and other equity-based and incentive compensation plans (the "**Plans**") and make recommendations to the Board as appropriate.
- (b) Evaluate on a periodic basis the competitiveness of the Plans established and make recommendations for improvement as appropriate.
- (c) Evaluate the use of the Plans, from time to time, as a form of incentive compensation for external consultants, subject to applicable laws and regulations.
- (d) Monitor the compliance of these plans with applicable laws and regulations.

### ***Public Disclosure of Executive Compensation***

- (a) Review all disclosure of executive compensation, including compensation philosophy, prior to public release.
- (b) Prepare any executive compensation report required by regulatory requirements for inclusion in the Company's annual report, proxy statement, information circular or other regulatory filings.

### ***Committee Assessment***

- (a) Evaluate annually the performance of the Committee in light of the roles and responsibilities outlined in this Charter.

***Charter Evaluation***

- (a) Review, discuss and assess annually this Charter and recommend changes to the Board for approval.

***Experts and Advisors***

- (a) The Committee may retain or appoint, at the Company's expense, internal or external legal, accounting or other advisors and consultants to assist it in carrying out its duties. The Committee shall have the authority to terminate such arrangements as appropriate.

***General Authority***

- (a) The Committee may form and delegate authority to subcommittees as appropriate.
- (b) The Committee shall also have such other powers and duties as are delegated to it by the Board.

**EFFECTIVE DATE**

This Charter was implemented by the Board on August 19, 2024.

