



**NOTICE OF MEETING  
AND  
MANAGEMENT INFORMATION  
CIRCULAR**

For the Annual General and Special Meeting to be held on December 21, 2022

November 4, 2022

**SARAMA RESOURCES LTD.**

**NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING**

to be held December 21, 2022

**NOTICE IS HEREBY GIVEN** that the annual general and special meeting (the “**Meeting**”) of the shareholders (the “**Shareholders**”) of Sarama Resources Ltd. (the “**Company**”) will be held by teleconference on December 21, 2022, at 4:00 p.m. (Vancouver time), for the following purposes:

1. to place before the Meeting the financial statements of the Company for the financial year ended December 31, 2021, together with the report of the auditor thereon;
2. to appoint HLB Mann Judd as auditor for the ensuing year and to authorize the board of directors of the Company to set the remuneration of the auditor;
3. to elect the directors of the Company for the ensuing year;
4. to approve the adoption of a new stock option plan (the “**New Option Plan**”), as more particularly described in the accompanying management information circular (the “**Information Circular**”);
5. if the New Option Plan is not approved by Shareholders, to re-approve the Company’s existing incentive stock option plan, as more particularly described in the accompanying Information Circular;
6. to approve the adoption of a new equity incentive plan of the Company, as more particularly described in the accompanying Information Circular;
7. to approve the Company having the additional capacity to issue equity securities up to 10% of the issued capital of the Company in accordance with the provisions of ASX Listing Rule 7.1A; and
8. to transact such other business as may properly come before the Meeting.

The board of directors have fixed the close of business (Vancouver time) on November 4, 2022 as the record date for determining Shareholders who are entitled to receive notice of and to vote at the Meeting. No person who becomes a Shareholder of the Company after the record date will be entitled to vote or act at the Meeting or any adjournment thereof.

The Meeting will be held in a virtual only format, which will be conducted via conference call as follows:

**1 855 263 2892 (North America); 61 1300 935 435 (Australia); 61 8 6117 7422 (Perth (local))**

**Conference ID: 103849**

Shareholders will not be able to attend the Meeting in person.

Only registered Shareholders and duly appointed proxyholders will be able to vote in real time at the Meeting via conference call. Shareholders participating in the Meeting will be required to confirm their identity to the satisfaction of the Company. Shareholders intending to attend the Meeting by telephone are encouraged to contact the Company’s CFO and Company Secretary, Mr. Lui Evangelista at [info@saramaresources.com](mailto:info@saramaresources.com) by 4:00 p.m. (Vancouver time) on December 19, 2022.

Accompanying this Notice of Meeting are: (i) the consolidated financial statements of the Company for the fiscal year ended December 31, 2021, together with the auditor's report thereon, and the related management's discussion and analysis; (ii) the Information Circular; (iii) a form of proxy or voting instruction form; (iv) a financial statement request form; and (v) a notification regarding the Company's use of Notice-And-Access (the "**Notice-and-Access Notification**") (collectively, the "**Meeting Materials**"). The accompanying Information Circular provides information relating to the matters to be addressed at the Meeting and is deemed to form part of this Notice of Meeting. Copies of any documents to be considered, approved, ratified, and adopted or authorized at the Meeting will be available for inspection at the registered and records office of the Company at Suite 2200, HSBC Building, 885 West Georgia Street, Vancouver, British Columbia V6C 3E8, with advance notice during normal business hours up to December 21, 2022, being the date of the Meeting.

If you are a registered Shareholder and are unable to attend the Meeting by teleconference, in order for your proxy to be valid and your votes to be counted, you must date, execute, and return the accompanying form of proxy to the Company, TSX Trust Company, 100 Adelaide Street West, Suite 301, Toronto, Ontario M5H 4H1 (Attn: Proxy Department) by not later than 4:00 p.m. (Vancouver time) on December 19, 2022, or if the Meeting is adjourned or postponed, not later than 48 hours (excluding Saturdays and holidays) before the time for holding the adjourned or postponed, meeting. If you are a non-registered Shareholder and receive these materials through your broker or another intermediary, please complete and return the materials in accordance with the instructions provided to you by your broker or other intermediary. If you are a non-registered Shareholder and do not complete and return the materials in accordance with such instructions, you may lose the right to vote at the Meeting.

The Company is committed to keeping Shareholders informed if the Meeting format, location, time or date needs to be changed in light of COVID-19. The Company will notify Shareholders of a change without sending additional soliciting materials or updating proxy-related materials by:

- issuing a news release announcing the change in the date, time, location or format;
- filing the news release on SEDAR; and
- informing all the parties involved in the proxy voting infrastructure (such as intermediaries, transfer agents, and proxy service providers) of the change.

The Company will continue to keep up to date on developments surrounding COVID-19 and it is taking steps to protect the health and safety of its Shareholders, employees and communities.

As a Shareholder of the Company, it is very important that you read the accompanying Information Circular and other Meeting Materials carefully. They contain important information with respect to voting your shares and attending and participating at the Meeting.

DATED at Vancouver, British Columbia, November 4, 2022.

BY ORDER OF THE BOARD OF DIRECTORS

SIMON JACKSON  
Chairman

## **Table of Contents**

<b>SOLICITATION OF PROXIES .....</b>	<b>1</b>
<b>VOTING OF PROXIES AND APPOINTMENT OF PROXY HOLDER .....</b>	<b>1</b>
<b>REVOCATION OF PROXIES .....</b>	<b>3</b>
<b>INFORMATION FOR NON-REGISTERED SHAREHOLDERS .....</b>	<b>3</b>
<b>VOTING SHARES AND PRINCIPAL HOLDERS THEREOF .....</b>	<b>4</b>
<b>ELECTION OF DIRECTORS.....</b>	<b>5</b>
<b>DIRECTOR AND NAMED EXECUTIVE OFFICER COMPENSATION.....</b>	<b>7</b>
<b>ADOPTION OF THE NEW STOCK OPTION PLAN .....</b>	<b>14</b>
<b>RE-APPROVAL OF THE EXISTING STOCK OPTION PLAN.....</b>	<b>20</b>
<b>APPROVAL OF THE EQUITY INCENTIVE PLAN .....</b>	<b>20</b>
<b>APPOINTMENT OF AUDITOR.....</b>	<b>25</b>
<b>CORPORATE GOVERNANCE.....</b>	<b>32</b>
<b>AUDIT COMMITTEE.....</b>	<b>34</b>
<b>INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS.....</b>	<b>36</b>
<b>INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS .....</b>	<b>36</b>
<b>MANAGEMENT CONTRACTS.....</b>	<b>37</b>
<b>INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON .....</b>	<b>37</b>
<b>OTHER MATTERS.....</b>	<b>37</b>
<b>ADDITIONAL INFORMATION .....</b>	<b>37</b>
<b>APPROVAL OF THE BOARD OF DIRECTORS.....</b>	<b>37</b>
<b>APPENDIX “A” AUDIT COMMITTEE CHARTER.....</b>	<b>A-1</b>
<b>APPENDIX “B” NEW OPTION PLAN .....</b>	<b>B-1</b>
<b>APPENDIX “C” EQUITY INCENTIVE PLAN.....</b>	<b>C-1</b>

## **SARAMA RESOURCES LTD.**

### **INFORMATION CIRCULAR**

Dated as of November 4, 2022.

### **SOLICITATION OF PROXIES**

This management information circular (the “**Information Circular**”) is furnished in connection with the solicitation of proxies by the management of Sarama Resources Ltd. (the “**Company**”) for use at the annual general and special meeting (the “**Meeting**”) of the holders (the “**Shareholders**”) of common shares (the “**Shares**”) of the Company to be held on December 21, 2022 at 4:00 p.m. (Vancouver time) by teleconference or at any adjournment or postponement thereof for the purposes set forth in the accompanying notice of meeting (the “**Notice of Meeting**”). While it is expected that the solicitation of proxies will be primarily by mail, proxies may also be solicited by telephone or in person with all of the costs of such solicitation being borne by the Company. All costs of solicitation by directors, officers, and regular employees of the Company will be borne by the Company.

**The Meeting will be held in a virtual only format, which will be conducted via conference call. Shareholders and duly appointed proxyholders can attend the Meeting as follows:**

**1 855 263 2892 (North America); 61 1300 935 435 (Australia); 61 8 6117 7422 (Perth (local))**

**Conference ID: 103849**

Shareholders will not be able to attend the Meeting in person. Only registered Shareholders and duly appointed proxyholders will be able to vote in real time at the Meeting via conference call. Shareholders participating in the Meeting will be required to confirm their identity to the satisfaction of the Company. Shareholders intending to attend the Meeting by telephone are encouraged to contact the Company’s CFO and Company Secretary, Mr. Lui Evangelista at [info@saramaresources.com](mailto:info@saramaresources.com) by 4:00 p.m. (Vancouver time) on December 19, 2022.

The Company is committed to keeping Shareholders informed if the Meeting format, location, time or date needs to be changed in light of COVID-19. The Company will notify Shareholders of a change without sending additional soliciting materials or updating proxy-related materials by:

- issuing a news release announcing the change in the date, time, location or format;
- filing the news release on SEDAR; and
- informing all the parties involved in the proxy voting infrastructure (such as intermediaries, transfer agents, and proxy service providers) of the change.

The Company will continue to keep up to date on developments surrounding COVID-19 and it is taking steps to protect the health and safety of its Shareholders, employees and communities.

### **VOTING OF PROXIES AND APPOINTMENT OF PROXY HOLDER**

The form of proxy accompanying this Information Circular confers discretionary authority upon the proxy nominee with respect to any amendments or variations to matters identified in the Notice of Meeting and any other matters that may properly come before the Meeting. As at the date of this Information Circular, management is not aware of any such amendments or variations, or of other matters to be presented for action at the Meeting.

If the instructions in a proxy given to management are certain, the Shares represented by proxy will be voted or withheld from voting in accordance with the instructions of the Shareholder on any poll as specified in the proxy with respect to the matter to be acted on. If a choice is not so specified with respect to any such matter, the Shares represented by a proxy given to management are intended to be voted: (i) for the adoption of the New Option Plan (as defined below) as detailed in “Particulars of Matters to be Acted Upon – Adoption of the New Stock Option Plan”; (ii) for the re-approval of the Existing Option Plan (as defined below) as detailed in “Particulars of Matters to be Acted Upon – Re-Approval of the Existing Stock Option Plan”, if the New Option Plan is not approved by Shareholders; (iii) for the adoption of the Equity Incentive Plan (as defined below) as detailed in “Particulars of Matters to be Acted Upon – Adoption of the Equity Incentive Plan”; (iv) for the approval of the additional capacity of the Company to issue equity securities up to 10% of the issued capital of the Company in accordance with the provisions of ASX Listing Rule 7.1A; (v) for the election of the nominee directors named in the proxy; and (vi) for the appointment of HLB Mann Judd as the auditor of the Company. The persons named in the enclosed form of proxy are directors or officers of the Company, or counsel to the Company. A registered Shareholder has the right to appoint a person or company (who need not be a Shareholder) to attend and act for him or her and on his or her behalf at the Meeting other than the persons designated in the form of proxy and may exercise such right by inserting the name in full of the desired person in the blank space provided in the form of proxy and striking out the names now designated.

A proxy will not be valid for use at the Meeting or any adjournment or postponement thereof unless the form of proxy is completed and delivered to the offices of TSX Trust Company, 100 Adelaide Street West, Suite 301, Toronto, Ontario M5H 4H1 (Attn: Proxy Department), not later than **4:00 p.m. (Vancouver time) on December 19, 2022**, or if the Meeting is adjourned, not later than 48 hours (excluding Saturdays and holidays) before the time for holding the adjourned or postponed meeting. Late proxies may be accepted by the Chairman of the Meeting in his discretion, and the Chairman is under no obligation to accept or reject any particular late proxy.

Registered Shareholders who are unable to attend the Meeting or any postponement or adjournment thereof in person are requested to complete, date, sign and return the enclosed form of proxy or, alternatively, to vote by facsimile, or over the internet, in each case in accordance with the enclosed instructions.

To vote by facsimile, Shareholders should fax their form of proxy to (416) 595-9593. To vote over the internet, Shareholders should go to [www.voteproxyonline.com](http://www.voteproxyonline.com). Shareholders will need to enter the 12-digit control number provided on the form of proxy to identify themselves as shareholders on the voting website.

## NOTICE-AND-ACCESS

The Company has decided to use the notice and access mechanism (the “**Notice-and-Access Provisions**”) under National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”) for the delivery of this Information Circular to Shareholders for the Meeting. Under the Notice-and-Access Provisions, instead of receiving printed copies of the Information Circular, Shareholders will receive a notice (“**Notice-and-Access Notification**” and collectively with the Notice of Meeting, Information Circular, form of proxy or voting instruction form and the financial statement request form, the “**Meeting Materials**”) with information on the Meeting as well as information on how they may access the Information Circular electronically and how they may vote. The Company will not use the procedures known as “stratification” in relation to the use of Notice-and-Access Provisions meaning that all Shareholders will receive a notice in accordance with the Notice-and-Access Provisions.

In accordance with NI 54-101, arrangements have been made with intermediaries or their nominees to forward the Meeting Materials to the Objecting Beneficial Shareholders (as defined below) whose Shares are held by or in custody of such intermediaries. Such intermediaries are required to forward the Meeting Materials to Objecting Beneficial Shareholders unless an Objecting Beneficial Shareholder has waived the right to receive them. The Company does not intend to pay for the delivery of the Meeting Materials to Objecting Beneficial Shareholders. As a result, the Objecting Beneficial Holders will not receive Meeting Materials and Form 54-101F7 – *Request for Voting Instructions Made by Intermediary* unless their intermediary assumes the cost of delivery. The Company is sending the Meeting Materials directly to Non-Objecting Beneficial Shareholders (as defined below), through the services of TSX Trust Company.

Shareholders who wish to receive paper copies of the Meeting Materials may request copies from TSX Trust Company by calling 1-866-600-5869. Meeting Materials will be sent to such Shareholders at no cost to them within three business days of their request, if such requests are made before the Meeting. See the accompanying Notice-and-Access Notification sent to Shareholders for information on how to obtain a printed copy of the Information Circular.

As described in the Notice-and-Access Notification mailed to Shareholders, the Company delivers the Meeting Materials to Shareholders by posting the Meeting Materials on its website at [www.saramaresources.com](http://www.saramaresources.com). The use of this alternative means of delivery is more environmentally friendly as it will help reduce paper use and it will also reduce the Company's printing and mailing costs. The Meeting Materials will be available on the Company's website as of November 21, 2022, and will remain on the website for one full year. The Meeting Materials will also be available under the Company's profile on the System for Electronic Document Analysis and Retrieval ("SEDAR") at [www.sedar.com](http://www.sedar.com) as of November 21, 2022.

## **REVOCATION OF PROXIES**

In addition to revocation in any other manner permitted by law, a Shareholder who has given a proxy may revoke it by an instrument in writing executed by the Shareholder or by his or her attorney authorized in writing or, where the Shareholder is a corporation, by a duly authorized officer or attorney of the Company. To be valid, an instrument of revocation must be received at the registered office of the Company by fax at (604) 691-6120 or by mail or by hand at Cassels Brock & Blackwell LLP, Suite 2200, HSBC Building, 885 West Georgia Street, Vancouver, British Columbia V6C 3E8, Attention: Gordon Chambers, at any time up to and including the date that is two business days preceding the day of the Meeting or any adjournment or postponement thereof, or provided to the Chairman of the Meeting on the day fixed for the Meeting or any adjournment or postponement thereof by not later than the time fixed for commencement of such Meeting. A revocation of a proxy does not affect any matter on which a vote has been taken prior to the revocation.

## **INFORMATION FOR NON-REGISTERED SHAREHOLDERS**

The information set forth in this section is of significant importance to many of our Shareholders as a substantial number of Shareholders do not hold their Shares in their own name.

Most Shareholders of the Company are "non-registered" Shareholders ("**Non-Registered Shareholders**") because the Shares they own are not registered in their name but are registered in the name of an intermediary such as a bank, trust company, securities dealer, or broker, trustee or administrator, of a self-administered RRSP, RRIF, or RESP or a clearing agency (such as CDS Clearing and Depositary Services Inc.) of which the intermediary is a participant.

Applicable regulatory policy requires intermediaries/brokers to whom meeting materials have been sent to seek voting instructions from Non-Registered Shareholders in advance of shareholders' meetings. Every intermediary has its own mailing procedures and provides its own return instructions, which should be

carefully followed in order to ensure that Non-Registered Shareholders' Shares are voted at the Meeting. Often, the form of proxy supplied by a broker is identical to that provided to registered Shareholders. However, its purpose is limited to instructing the intermediary/broker how to vote on behalf of the Non-Registered Shareholder. The majority of brokers now delegate responsibility for obtaining instructions from Non-Registered Shareholders to Broadridge Financial Solutions, Inc. ("**Broadridge**"). Broadridge typically mails a scannable voting instruction form ("**VIF**"), instead of the form of proxy. Non-Registered Shareholders are requested to complete and return the VIF to Broadridge by mail or facsimile. Alternatively, Non-Registered Shareholders can call a toll-free telephone number or access Broadridge's dedicated voting website [www.proxyvote.com](http://www.proxyvote.com). The VIF must be returned as directed by Broadridge well in advance of the Meeting in order to have the Shares voted. Non-Registered Shareholders who receive forms of proxies or voting materials from organizations other than Broadridge should complete and return such forms of proxies or voting materials in accordance with the instructions on such materials in order to properly vote their Shares at the Meeting.

**Non-Registered Shareholders are not entitled, as such, to vote at the Meeting in person or to deliver a form of proxy. If you are a Non-Registered Shareholder and wish to appoint yourself as proxyholder to vote in person at the Meeting or appoint someone else to attend the Meeting and vote on your behalf, please see the voting instructions you received or contact your intermediary/broker well in advance of the Meeting to determine how you can do so. Non-Registered Shareholders should carefully follow the voting instructions they receive, including those on how and when voting instructions are to be provided, in order to have their Shares voted at the Meeting.**

#### *Note to Non-Objecting Beneficial Shareholders*

Beneficial Shareholders fall into two categories – those who object to their identity being made known to the issuers of securities which they own (the "**Objecting Beneficial Shareholders**") and those who do not object to their identity being made known to the issuers of the securities they own (the "**Non-Objecting Beneficial Shareholders**"). Subject to the provisions of NI 54-101, issuers may request and obtain a list of their Non-Objecting Beneficial Shareholders from intermediaries via their transfer agent in order to distribute the Meeting Materials directly to such Non-Objecting Beneficial Shareholders. The Company is taking advantage of those provisions of NI 54-101, which permit the Company to send the Meeting Materials directly to Non-Objecting Beneficial Shareholders.

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

A Beneficial Shareholder may revoke a VIF or a waiver of the right to receive materials and to vote which has been given to an intermediary at any time by written notice to the intermediary provided that an intermediary is not required to act on a revocation of a VIF or of a waiver of the right to receive materials and to vote, which is not received by the intermediary at least seven days prior to the Meeting.

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

As at November 4, 2022, there were 137,922,169 outstanding Shares (with 38,762,523 CHESS Depository Interests representing 38,762,523 fully paid common Shares). Our board of directors (the "**Board**" or the "**Board of Directors**") has fixed the close of business (Vancouver time) on November 4, 2022, as the record date for the determination of registered Shareholders entitled to receive notice of and to vote at the Meeting and at any adjournment or postponement thereof (the "**Record Date**"). Each Share outstanding on the



Record Date carries the right to one vote. The Company will arrange for the preparation of a list of the registered holders of its Shares on the Record Date. Each Shareholder named in the list will be entitled to one vote at the Meeting for each Share shown opposite such Shareholder's name.

To the knowledge of our directors and executive officers, and based upon our review of the records maintained by the Company, electronic filings on SEDAR and insider reports filed with the System for Electronic Disclosure by Insiders, as at the date of this Information Circular, the only Shareholders who beneficially own, control or direct, directly or indirectly, Shares carrying more than 10% of the voting rights attached to all outstanding Shares as of the Record Date were: (i) Sun Valley Gold LLC and Sun Valley Gold Master Fund, Ltd., which are joint actors and together have control and direction over 15,433,333 Shares, being, 11.2% of the outstanding Shares.

## **ELECTION OF DIRECTORS**

The Shareholders have previously fixed the number of directors of the Company at four. We propose to nominate for election as directors at the Meeting the persons listed in the table below (the "**Nominees**"). Each proposed Nominee has consented to be named in this Information Circular and to serve as director if elected. Each director elected will hold office until the next annual general meeting of the Company or until his successor is elected or appointed, unless his office is earlier vacated in accordance with our Articles, or the provisions of the *Business Corporations Act* (British Columbia) (the "**BCBCA**").

**The Nominees will be presented for election at the Meeting as management's Nominees and the persons named in the accompanying form of proxy intend to vote for the election of these Nominees. Management does not contemplate that any of the Nominees will be unable to serve as a director; however, if for any reason any of the Nominees do not stand for election or are unable to serve as such, the Shares represented by properly executed proxies given in favour of management's Nominee(s) may be voted by the person designated in the enclosed form of proxy, in their discretion, in favour of another Nominee.**

The following table, including the notes thereto, gives information with respect to each Nominee, including their province or state and country of residence, position with the Company, principal occupation, the date of first appointment as a director and the number of Shares beneficially owned, controlled or directed, directly or indirectly, by such person as at the date of this Information Circular.

<b>Name, Position, Province/State and Country of Residence<sup>(1)</sup></b>	<b>Principal Occupation<sup>(1)</sup></b>	<b>Director Since</b>	<b>Number of Shares Beneficially Owned, Controlled or Directed<sup>(2)</sup></b>
Andrew Dinning <sup>(4)</sup> Director and Chief Executive Officer Western Australia, Australia	Chief Executive Officer of the Company; formerly Executive Chairman & Chief Executive Officer of the Company.	April 8, 2010	5,078,518
L. Simon Jackson <sup>(3)</sup> Chairman Western Australia, Australia	Non-executive Chairman, Predictive Discovery Limited, a mineral exploration company; Non- executive Director, Resolute Mining Limited, a mining company.	April 8, 2010	743,499
Adrian Byass <sup>(3)(4)</sup> Director Western Australia, Australia	Non-executive Chairman, Galena Mining Ltd, a mine exploration and development company; Non- executive Chairman of Kaiser Reef Limited, a mineral exploration and development company; Non-executive Chairman of Infinity Lithium Corporation, a mineral exploration and development company.	June 24, 2020	300,000
Steven Zaninovich <sup>(3)(4)</sup> Director Western Australia, Australia	Non-executive Chairman, Maximus Resources Ltd, a mineral exploration company; Non-executive Director, Bellavista Resources Ltd, a mineral exploration company; Independent mining consultant. Non-executive Director, Mako Gold Limited, a mineral exploration company.	June 24, 2020	202,381

Notes:

- (1) The information as to the residency and principal occupation, not being within the knowledge of the Company, has been furnished by the respective directors individually.
- (2) The information as to Shares beneficially owned, or controlled or directed, directly or indirectly, not being within the knowledge of the Company, has been furnished by the respective directors individually.
- (3) Member of the Audit Committee.
- (4) Member of the Technical Committee.

Except as set forth below, no Nominee:

- (a) is, as of the date of this Information Circular, or has been, within 10 years before the date of this Information Circular, a director, chief executive officer or chief financial officer of any company (including the Company) that,
  - (i) was subject to an order that was issued while the Nominee was acting in the capacity of director, chief executive officer or chief financial officer; or
  - (ii) was subject to an order that was issued after the Nominee ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity of director, chief executive officer or chief financial officer; or

- (b) is, at the date of this Information Circular, or has been within 10 years before the date of this Information Circular, a director or an 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 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 Nominee.

For the purposes of paragraph (a) above, “order” means:

- (i) a cease trade order (including a management cease trade order);
- (ii) an order similar to a cease trade order; or
- (iii) an order that denied the relevant company access to any exemption under securities law;

that was in effect for a period of more than 30 consecutive days.

On October 13, 2014, RB Energy Inc., (“**RB Energy**”), a company of which Mr. Jackson was a director, announced that the board of directors of RB Energy had approved an application for an initial order from the Québec Superior Court (the “**Court**”) to commence proceedings under the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”). On October 14, 2014, the Court issued a Limited Initial Order and on October 15, 2014, the Court issued an Amended and Restated Initial Order in respect of RB Energy and certain of its subsidiaries under the CCAA. The Toronto Stock Exchange de-listed RB Energy’s common shares effective at the close of business on November 24, 2014, for failure to meet the continued listing requirements of the TSXV.

No Nominee has been subject to any penalties or sanctions imposed by a court relating to Canadian securities legislation or by a Canadian securities regulatory authority or has entered into a settlement agreement with a Canadian securities regulatory authority or been subject to any other penalties or sanctions imposed by a court, or regulatory body that would likely be considered important to a reasonable securityholder in deciding to vote for a Nominee.

## **DIRECTOR AND NAMED EXECUTIVE OFFICER COMPENSATION**

When used in this section, “**Named Executive Officers**” or “**NEO**”, means our Chief Executive Officer (the “**CEO**”), our Chief Financial Officer (the “**CFO**”), our Vice President – Exploration, and our Vice President – Corporate Development.

For the financial year ended December 31, 2021, the Named Executive Officers of the Company were as follows: Andrew Dinning, CEO; Lui Evangelista, CFO; Paul Schmiede, Vice President – Corporate Development; and Jack Hamilton, Vice President – Exploration.

The Company reports in United States dollars. Unless otherwise noted, all compensation described in this statement is awarded to, earned by, paid to, or payable to an NEO in either Canadian dollars or Australian dollars. Unless otherwise noted, all compensation amounts have been converted into United States dollars at the following Bank of Canada annual average rates:

Fiscal 2021:	C\$1.2535	=	US\$1.00
	A\$1.3307	=	US\$1.00
Fiscal 2020:	C\$1.3415	=	US\$1.00
	A\$1.4507	=	US\$1.00

All references to “C\$”, “\$” or “dollars” in this Information Circular refer to Canadian dollars unless otherwise indicated. References to “US\$” or “U.S. dollars” refer to United States dollars. References to “A\$” refers to Australian dollars.

The securities related information in this Information Circular (including for the period ending December 31, 2021) takes into account the share consolidation of the Company completed on October 7, 2020 and is reflected on a post-consolidation basis.

Table of Compensation Excluding Compensation Securities							
Name and Position	Fiscal Year Ended December 31	Salary, Consulting Fee, Retainer or Commission	Bonus	Committee or Meeting Fees	Value of Perquisites	Value of All Other Compensation	Total Compensation
Andrew Dinning <sup>(1)(5)</sup> <i>Chairman and Chief Executive Officer, Director</i>	2021	206,658	Nil	Nil	Nil	20,666	227,324
	2020	177,716	Nil	Nil	Nil	17,772	195,488
Lui Evangelista <sup>(5)</sup> <i>Chief Financial Officer</i>	2021	150,297	Nil	Nil	Nil	15,030	165,327
	2020	129,248	Nil	Nil	Nil	12,925	142,173
Paul Schmiede <sup>(5)</sup> <i>Vice President – Corporate Development</i>	2021	169,084	Nil	Nil	Nil	16,908	185,992
	2020	145,404	Nil	Nil	Nil	14,540	159,944
Jack Hamilton <sup>(5)</sup> <i>Vice President – Exploration</i>	2021	179,497	Nil	Nil	Nil	Nil	179,497
	2020	157,240	Nil	Nil	Nil	Nil	157,240
L. Simon Jackson <sup>(3)</sup> <i>Director</i>	2021	Nil	Nil	45,413	Nil	Nil	45,413
	2020	Nil	Nil	28,127	Nil	2,672	30,798
Adrian Byass <sup>(4)</sup> <i>Director</i>	2021	Nil	Nil	32,915	Nil	Nil	32,915
	2020	Nil	Nil	15,096	Nil	Nil	15,096
Steven Zaninovich <sup>(4)</sup> <i>Director</i>	2021	Nil	Nil	32,915	Nil	Nil	32,915
	2020	Nil	Nil	15,096	Nil	Nil	15,096

T. Sean Harvey <sup>(2)</sup> <i>Former director</i>	2021	Nil	Nil	Nil	Nil	Nil	Nil
	2020	Nil	Nil	4,473	Nil	Nil	4,473
David A. Groves <sup>(2)</sup> <i>Former director</i>	2021	Nil	Nil	Nil	Nil	Nil	Nil
	2020	Nil	Nil	4,473	Nil	Nil	4,473

**Notes:**

- (1) Mr. Dinning did not receive any additional compensation for acting in his capacity as a director of the Company. Mr. Dinning ceased to serve as Chairman of the Board on June 24, 2020, concurrent with Mr. Jackson's appointment as Non-executive Chairman of the Board.
- (2) Mr. Harvey and Mr. Groves resigned as directors of the Company on June 24, 2020.
- (3) Mr. Jackson was appointed as Non-executive Chairman of the Board on June 24, 2020.
- (4) Mr Byass and Mr Zaninovich were appointed as directors of the Company on June 24, 2020.
- (5) During the financial year ended December 31, 2020, Messrs. Dinning, Evangelista, Schmiede and Hamilton received \$15,639, \$11,374, \$12,796 and \$12,579, respectively, of their salary in Shares in lieu of cash.

***Management Contracts***

The management functions of the Company are not performed to any substantial degree by any person or corporation other than the directors and officers of the Company.

***Compensation Securities***

Set forth in the table below is a summary of all compensation securities granted or issued to each Named Executive Officer and director of the Company during the fiscal year ended December 31, 2021.

Compensation Securities							
Name and Position	Type of Compensation Security	Number of Compensation Securities, Number of Underlying Securities, and Percentage of Class	Date of Issue or Grant	Issue, Conversion or Exercise Price	Closing Price of Security or Underlying Security on Date of Grant	Closing Price of Security or Underlying Security at Year End	Expiry Date
Andrew Dinning <sup>(1)</sup> <i>Director and Chief Executive Officer</i>	Stock Options	916,668 (29%)	January 13, 2021	C\$0.35	C\$0.32	C\$0.16	January 13, 2024
Lui Evangelista <sup>(2)</sup> <i>Chief Financial Officer</i>	Stock Options	500,000 (16%)	January 13, 2021	C\$0.35	C\$0.32	C\$0.16	January 13, 2024
Paul Schmiede <sup>(3)</sup> <i>Vice President – Corporate Development</i>	Stock Options	500,000 (16%)	January 13, 2021	C\$0.35	C\$0.32	C\$0.16	January 13, 2024
Jack Hamilton <sup>(4)</sup> <i>Vice President – Exploration</i>	Stock Options	500,000 (16%)	January 13, 2021	C\$0.35	C\$0.32	C\$0.16	January 13, 2024

L. Simon Jackson <sup>(5)</sup> <i>Director</i>	Stock Options	166,667 (5%)	January 13, 2021	C\$0.35	C\$0.32	C\$0.16	January 13, 2024
Adrian Byass <sup>(6)</sup> <i>Director</i>	Stock Options	150,000 (5%)	January 13, 2021	C\$0.35	C\$0.32	C\$0.16	January 13, 2024
Steven Zaninovich <sup>(7)</sup> <i>Director</i>	Stock Options	150,000 (5%)	January 13, 2021	C\$0.35	C\$0.32	C\$0.16	January 13, 2024

**Notes:**

- (1) As of December 31, 2021, Mr. Dinning held an aggregate of 2,500,000 stock options, each entitling him to acquire one Share in accordance with the terms and conditions thereof.
- (2) As at December 31, 2021, Mr. Evangelista held an aggregate of 1,400,000 stock options, each entitling him to acquire one Share in accordance with the terms and conditions thereof.
- (3) As of December 31, 2021, Mr. Schmiede held an aggregate of 1,400,000 stock options, each entitling him to acquire one Share in accordance with the terms and conditions thereof.
- (4) As of December 31, 2021, Mr. Hamilton held an aggregate of 1,400,000 stock options, each entitling him to acquire one Share in accordance with the terms and conditions thereof.
- (5) As of December 31, 2021, Mr. Jackson held an aggregate of 450,000 stock options, each entitling him to acquire one Share in accordance with the terms and conditions thereof.
- (6) As of December 31, 2021, Mr. Byass held an aggregate of 400,000 stock options, each entitling him to acquire one Share in accordance with the terms and conditions thereof. Mr Byass was appointed as a director of the Company on June 24, 2021.
- (7) As of December 31, 2021, Mr. Zaninovich held an aggregate of 400,000 stock options, each entitling him to acquire one Share in accordance with the terms and conditions thereof. Mr Zaninovich was appointed as a director of the Company on June 24, 2021.
- (8) Stock options issued vest immediately upon date of grant with the remaining 50% vesting six months after date of grant. The options shall expire 3 years after date of grant.

No compensation securities were exercised by Named Executive Officers and directors of the Company during the fiscal year ended December 31, 2021.

### ***Stock Option Plans and Other Incentive Plans***

Our long term incentive awards consist of Options (as defined below) and Awards (as defined below). the Company believes that granting Options and Awards to executive officers aligns the interests of the executive officers with our Shareholders by linking a component of executive compensation to the longer term performance of our Shares and it is intended to reinforce commitment to long-term growth and Shareholder value. Security based compensation awards reward overall corporate performance, as measured through the price of the Shares, and enables executive officers to acquire a significant ownership position in the Company.

Management recommended the individual award allotments to the Board of Directors and the size of the awards are dependent on, among other things, each Participant's level of responsibility, authority and importance to the Company and the degree to which such long-term contribution to the Company will be responsible for its long-term success. The Board of Directors also evaluates the number of awards a Participant has been awarded, the exercise price of the Options or value of Awards and the term remaining on such Options or Awards when considering further awards.

We emphasize security based compensation in executive compensation as it allows the NEOs to share in corporate results in a manner that is relatively cost effective, despite the effects of treating such awards as a compensation expense. The Board oversees the grants to NEOs. The number of security based compensation awards granted is generally commensurate to the appropriate level of base compensation for each level of responsibility. In order to determine the size of the grant to an executive officer, our Board will also consider a number of factors, including position and length of service, recommendations by senior executive officers and previous grants to the executive officer.

The security based compensation plans are administered by our Board, which will designate, from time to time, the recipients of awards and the terms and conditions of each grant, in each case in accordance with applicable securities laws and stock exchange requirements.

See “*Approval of the New Stock Option Plan*”, “*Re-Approval of the Existing Stock Option Plan*” and “*Approval of the Equity Incentive Plan*”

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

As of the date of this Information Circular, Andrew Dinning, Chairman and CEO of the Company, was a party to an employment agreement with the Company (the “**Dinning Agreement**”). The Dinning Agreement commenced effective August 29, 2013 and has no fixed term. The Dinning Agreement sets forth certain instances where payments and other obligations arise on his termination of his employment. If the Company terminates Mr. Dinning’s employment without cause, Mr. Dinning will be entitled to two years’ salary, subject to a maximum payment amount of A\$700,000. If such a termination without cause of his employment had occurred on December 31, 2021, it is estimated that Mr. Dinning’s total severance payment would be A\$605,000. The Dinning Agreement provides that, in the event that there is a change of control of the Company and Mr. Dinning elects to terminate the Dinning Agreement, the Company will pay a severance payment equivalent to two years’ salary. If Mr. Dinning elects to terminate the Dinning Agreement due to a change of control, all unvested options would be immediately vested and all vested options will be exercisable for a period of 12 months prior to cancellation. If such a termination of his employment had occurred on December 31, 2021, it is estimated that Mr. Dinning’s total severance payment would be A\$605,000.

As of the date of this Information Circular, Lui Evangelista, the Chief Financial Officer of the Company, was a party to an employment agreement with the Company (the “**Evangelista Agreement**”). The Evangelista Agreement commenced on January 17, 2017 and has no fixed term. The Evangelista Agreement sets forth certain instances where payments and other obligations arise on termination of his employment. In the event of termination without cause, Mr. Evangelista is entitled to three months’ salary. If such a termination without cause of his employment had occurred on December 31, 2021, it is estimated that Mr. Evangelista’s total severance payment would be A\$55,000. In the event that Mr. Evangelista’s role changes following a change of control event and Mr. Evangelista consequently resigns, the Company shall be liable to pay Mr. Evangelista twelve months’ salary. All unvested options would be immediately vested and all vested options will be exercisable for a period of 12 months prior to cancellation. If such a termination of his employment had occurred on December 31, 2021, it is estimated that Mr. Evangelista’s total severance payment would be A\$220,000.

As of the date of this Information Circular, Paul Schmiede, the Vice President – Corporate Development of the Company, was a party to an employment agreement with the Company (the “**Schmiede Agreement**”). The Schmiede Agreement commenced effective October 11, 2013 and has no fixed term. The Schmiede Agreement sets forth certain instances where payments and other obligations arise on termination of his employment. The Schmiede Agreement provides that, in the event that there is a change of control of the Company and Mr. Schmiede elects to terminate the Schmiede Agreement, the Company will pay a severance payment equivalent to one year’s salary. If Mr. Schmiede elects to terminate the Schmiede Agreement due to a change of control, all unvested options will be immediately vested and all vested options will be exercisable for a period of 12 months prior to cancellation. If such a termination of his employment had occurred on December 31, 2021, it is estimated that Mr. Schmiede’s total severance payment would be A\$247,500. If the Company had terminated Mr. Schmiede’s employment without cause, Mr. Schmiede would have been entitled to one year’s salary. If such a termination without cause of his employment had occurred on December 31, 2021, it is estimated that Mr. Schmiede’s total severance payment would have been A\$247,500. On July 12, 2017, Mr. Schmiede’s contract was amended to change the provision for termination without cause. In the event of such a termination, the Company will have the

option of paying Mr. Schmeide: (i) one year's salary; or (ii) three months' salary, 1,000,000 Shares, and in the event the termination was associated with a change of control of the Company, the issuance of additional Shares to Mr. Schmiede equal in value to one-half of his annual base salary, each at a price equal to the 20-day volume weighted average trading price of the Shares.

As of the date of this Information Circular, John Hamilton, the Vice President – Exploration of the Company, was a party to an employment agreement with the Company (the “**Hamilton Agreement**”). The Hamilton Agreement commenced on January 1, 2014 and has no fixed term. The Hamilton Agreement sets forth certain instances where payments and other obligations arise on his termination of his employment. The Hamilton Agreement provides that, in the event that there is a change of control of the Company and Mr. Hamilton elects to terminate the Hamilton Agreement, the Company will pay a severance payment equivalent to one year's salary. In accordance with the Stock Option Plan, if Mr. Hamilton's employment is terminated without cause, all vested options are exercisable for a period of 12 months prior to cancellation and unvested options are immediately cancelled. If Mr. Hamilton elects to terminate the Hamilton Agreement due to a change of control, all unvested options will be immediately vested and all vested options will be exercisable for a period of 12 months prior to cancellation. If such a termination of his employment had occurred on December 31, 2021, it is estimated that Mr. Hamilton's total severance payment would be C\$225,000. If the Company terminates Mr. Hamilton's employment without cause, Mr. Hamilton will be entitled to one year's salary. If such a termination without cause of his employment had occurred on December 31, 2021, it is estimated that Mr. Hamilton's total severance payment would have been C\$225,000.

### ***Oversight and Description of Director and Named Executive Officer Compensation***

#### *Director Compensation*

Director compensation is determined by the Board, acting as a whole on an annual basis. The compensation for each of our non-management directors is C\$56,990 (A\$60,500) per year to the Chairman and C\$41,259 (A\$43,800) per year to the other non-management directors. We also reimburse directors for out-of-pocket expenses for attending meetings. Directors are also eligible to participate in the New Option Plan and the Equity Incentive Plan. Director compensation values are determined based on the judgement of the Compensation and Corporate Governance Committee, having consideration to the roles and responsibilities of directors.

#### *Elements of Executive Compensation*

A combination of fixed and variable compensation is used to motivate executives to achieve overall corporate goals. The compensation of Named Executive Officers for the financial year ended December 31, 2021, included annual compensation in the form of base salary, pension scheme contributions and long term compensation in the form of stock options. The value of each compensation element is determined at the subjective discretion of the Board and the Compensation and Corporate Governance Committee: no specific formulae have been developed to assign a specific weighting to these components. The Company does not use formal peer groups when considering compensation.

Each element of the total targeted compensation is reviewed on an annual basis by the Board for each Named Executive Officer, to ensure that the incentives are designed and implemented to align compensation with short-term and long-term key corporate objectives and performance by the relevant Named Executive Officer.

#### Base Salary:

Base salary is the fixed element of compensation that is payable to each Named Executive Officer for performing his or her position-specific duties. The amount of base salary for each Named Executive Officer is determined on an individual



basis by the need to attract and retain highly qualified individuals who are able to carry out our business objectives. While base salary is intended to fit into the Company's overall compensation objectives by serving to attract and retain talented executive officers, the size of the Company and the nature and stage of its business also impacts the level of base salary.

The salary of each Named Executive Officer is determined by our Board in light of each individual's experience and performance as well as through an assessment of the contribution of each Named Executive Officer to the Company.

It is anticipated that as we continue to grow in size and complexity, compensation will be set with reference to the market for similar jobs in peer group companies and an appropriate portion of total compensation will be variable and linked to the performance of both individual and corporate objectives. It is also anticipated that short-term performance based financial incentives such as bonuses will be implemented and determined through the compensation review process.

Annual Bonus:

Currently, our compensation program does include the award of short-term performance based financial incentives such as bonuses. Named Executive Officers are eligible for annual cash bonuses at the discretion of our Compensation and Corporate Governance Committee.

Pensions:

For the Named Executive Officers who are residents of Australia, we are obligated by Australian law to contribute 10% of the base salary to a registered superannuation fund. As part of our compensation program, each Named Executive Officer who is an Australian resident receives 10% of the base salary to his or her superannuation fund, which is 0.5% above what is legally required.

Option Based Awards:

Our long term incentive awards consist of stock options granted pursuant to the Stock Option Plan. Our Board believes that granting stock options to executive officers aligns the interests of the executive officers with our Shareholders by linking a component of executive compensation to the longer term performance of our Shares. We emphasize stock options in executive compensation as they allow the NEOs to share in corporate results in a manner that is relatively cost effective despite the effects of treating stock options as a compensation expense. Our Board oversees option grants to NEOs. The number of stock options granted is generally commensurate to the appropriate level of base compensation for each level of responsibility. In order to determine the number of options to grant to an executive officer, our Board will also consider a number of factors, including position and length of service, recommendations by senior executive officers and previous grants of options to the executive officer.

The Stock Option Plan is administered by our Board, which will designate, from time to time, the recipients of options and the terms and conditions of each grant, in each case in accordance with applicable securities laws and stock exchange requirements. Historically, the exercise price of the options has been above the closing price per Share on the TSX Venture Exchange (the "TSXV") for the last day Shares were traded prior to the date of the grant and the Board of Directors expect this to continue.

## SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLAN

The following table provides information regarding compensation plans under which securities of the Company are authorized for issuance in effect as at December 31, 2021:

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights <sup>(1)</sup> (#)	Weighted-average exercise price of outstanding options, warrants and rights (C\$)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in the first column) <sup>(2)</sup> (#)
Equity Compensation Plans Approved By Shareholders	8,700,000	0.26	1,282,693
Equity Compensation Plans Not Approved By Shareholders	Nil	Nil	Nil
Total	8,700,000	0.26	1,282,693

**Notes:**

- (1) Represents Shares issuable under the Existing Option Plan as at December 31, 2021. Additional information can be found under the headings “Director and Named Executive Officer Compensation” and “Re-Approval of the Existing Option Plan”.
- (2) The Company is authorized, under the Existing Option Plan, to issue up to 10% of the number of issued and outstanding Shares on a non-diluted basis at any time. The number of Shares available for future issuance under the Stock Option Plan as at December 31, 2021, includes Shares that have not previously been reserved for an option grant and unexercised options that have expired or were terminated.

## ADOPTION OF THE NEW STOCK OPTION PLAN

At the Meeting, Shareholders will be asked to approve the adoption of a new 10% rolling incentive stock option plan (the “**New Option Plan**”). The New Option Plan was approved by the Board on November 9, 2022, has been conditionally accepted by the TSXV. The New Option Plan shall become effective upon the receipt of approval of the Shareholders and the final acceptance of the TSXV (the “**Effective Date**”) and will replace the Existing Option Plan. All of the 8,700,000 stock options (the “**Outstanding Options**”) currently outstanding under the Existing Option Plan will remain outstanding and in full force and effect in accordance with their terms after the Effective Date. However, following the Effective Date, no additional grants shall be made pursuant to the Existing Option Plan, and the Existing Option Plan will terminate on the date upon which no Outstanding Options remain outstanding. The purpose of adopting the New Option Plan is to bring the Existing Option Plan in line with the current TSXV policy on Security Based Compensation (“**Policy 4.4**”) that was amended on November 24, 2021.

The purpose of the New Option Plan is to, among other things: (i) provide the Company with a mechanism to attract, retain and motivate qualified directors, officers, employees and consultants of the Company and its subsidiaries; (ii) reward directors, officers, employees and consultants that have been granted stock options (each, an “**Option**”) under the New Option Plan for their contributions toward the long-term goals and success of the Company; and (iii) enable and encourage such directors, officers, employees and consultants to acquire Shares of the Company as long-term investments and proprietary interests in the Company. The approval of the New Option Plan by the Board is subject to approval by the Shareholders and to the final acceptance of the TSXV.

The summary below is qualified in its entirety by the full copy of the New Option Plan attached hereto as Appendix “B”.

## ***Summary of the New Option Plan***

### *Eligibility*

The New Option Plan allows the Company to grant Options to attract, retain and motivate qualified directors, officers, employees and consultants of the Company and its subsidiaries (collectively, the “**Option Plan Participants**”).

### *Number of Shares Issuable*

The aggregate number of Shares that may be issued to Option Plan Participants under the New Option Plan will be that number of Shares equal to 10% of the issued and outstanding Shares on the particular date of grant of the Option, inclusive of the 8,700,000 Outstanding Options.

### *Limits on Participation*

The New Option Plan provides for the following limits on grants, for so long as the Company is subject to the requirements of the TSXV, unless disinterested Shareholder approval is obtained or unless permitted otherwise pursuant to the policies of the TSXV:

- (i) the maximum number of Shares that may be issued to any one Option Plan Participant (and where permitted pursuant to the policies of the TSXV, any company that is wholly owned by the Option Plan Participant) under the New Option Plan, together with any other security-based compensation arrangements, within a twelve (12) month period, may not exceed 5% of the issued Shares calculated on the date of grant;
- (ii) the maximum number of Shares that may be issued to insiders collectively under the New Option Plan, together with any other security-based compensation arrangements, within a twelve (12) month period, may not exceed 10% of the issued Shares calculated on the date of grant; and
- (iii) the maximum number of Shares that may be issued to insiders collectively under the New Option Plan, together with any other security-based compensation arrangements, may not exceed 10% of the issued Shares at any time.

For so long as such limitation is required by the TSXV, the maximum number of Options which may be granted within any twelve (12) month period to Option Plan Participants who perform investor relations activities must not exceed 2% of the issued and outstanding Shares, and such Options must vest in stages over twelve (12) months with no more than 25% vesting in any three (3) month period. In addition, the maximum number of Shares that may be granted to any one consultant under the New Option Plan, together with any other security-based compensation arrangements, within a twelve (12) month period, may not exceed 2% of the issued Shares calculated on the date of grant.

### *Administration*

The plan administrator of the New Option Plan (the “**Option Plan Administrator**”) will be the Board or a committee of the Board, if delegated. The Option Plan Administrator will, among other things, determine which directors, officers, employees or consultants are eligible to receive Options under the New Option Plan; determine conditions under which Options may be granted, vested or exercised, including the expiry date, exercise price and vesting schedule of the Options; establish the form of option certificate (“**Option Certificate**”); interpret the New Option Plan; and make all other determinations and take all other actions necessary or advisable for the implementation and administration of the New Option Plan.

Subject to any required regulatory or shareholder approvals, the Option Plan Administrator may also, from time to time, without notice to or without approval of the Shareholders or the Option Plan Participants, amend, modify, change, suspend or terminate the Options granted pursuant thereto as it, in its discretion, determines appropriate, provided that no such amendment, modification, change, suspension or termination of the New Option Plan or any Option granted pursuant thereto may materially impair any rights of an Option Plan Participant or materially increase any obligations of an Option Plan Participant under the New Option Plan

without the consent of such Option Plan Participant, unless the Option Plan Administrator determines such adjustment is required or desirable in order to comply with any applicable securities laws or stock exchange requirements or as otherwise permitted pursuant to the New Option Plan.

All of the Options are subject to the conditions, limitations, restrictions, vesting, exercise and forfeiture provisions determined by the Option Plan Administrator, in its sole discretion, subject to such limitations provided in the New Option Plan and will be evidenced by an Option Certificate. In addition, subject to the limitations provided in the New Option Plan and in accordance with applicable law, the Option Plan Administrator may accelerate the vesting of Options, cancel or modify outstanding Options and waive any condition imposed with respect to Options or Shares issued pursuant to Options.

#### *Exercise of Options*

Options shall be exercisable as determined by the Option Plan Administrator at the time of grant, provided that no Option shall have a term exceeding ten (10) years so long as the Shares are listed on the TSXV.

Subject to all applicable regulatory rules, the vesting schedule for an Option, if any, shall be determined by the Option Plan Administrator. The Option Plan Administrator may elect, at any time, to accelerate the vesting schedule of an Option, and such acceleration will not be considered an amendment to such Option and will not require the consent of the Option Plan Participant in question. However, no acceleration to the vesting schedule of an Option granted to an Option Plan Participant performing investor relations services may be made without prior acceptance of the TSXV.

The exercise price of an Option shall be determined by the Option Plan Administrator and cannot be lower than the greater of: (i) the minimum price required by the TSXV; and (ii) the market value of the Shares on the applicable grant date.

An Option Plan Participant may exercise the Options in whole or in part through any one of the following forms of consideration, subject to applicable laws, prior to the expiry date of such Options, as determined by the Option Plan Administrator:

- the Option Plan Participant may send a wire transfer, certified cheque or bank draft payable to the Company in an amount equal to the aggregate exercise price of the Shares being purchased pursuant to the exercise of the Option;
- subject to approval from the Option Plan Administrator and the Shares being traded on the TSXV, a brokerage firm may be engaged to loan money to the Option Plan Participant in order for the Option Plan Participant to exercise the Options to acquire the Shares, subsequent to which the brokerage firm shall sell a sufficient number of Shares to cover the exercise price of such Options to satisfy the loan. The brokerage firm shall receive an equivalent number of Shares from the exercise of the Options, and the Option Plan Participant shall receive the balance of the Shares or cash proceeds from the balance of such Shares; and
- subject to approval from the Option Plan Administrator and the Shares being traded on the TSXV, consideration may be paid by reducing the number of Shares otherwise issuable under the Options, in lieu of a cash payment to the Company, an Option Plan Participant, excluding those providing investor relations services, only receives the number of Shares that is equal to the quotient obtained by dividing: (i) the product of the number of Options being exercised multiplied by the difference between the volume-weighted average trading price of the Shares and the exercise price of the Options, by (ii) the volume-weighted average trading price of the Shares.

#### *Termination of Employment or Services and Change In Control*

The following describes the impact of certain events that may, unless otherwise determined by the Option Plan Administrator or as set forth in an Option Certificate, lead to the early expiry of Options granted under the New Option Plan.

Termination by the Company for cause:

Forfeiture of all unvested Options. The Option Plan Administrator may determine that all vested Options shall be

forfeited, failing which all vested Options shall be exercised in accordance with the New Option Plan.

Voluntary resignation of an Option Plan Participant:

Forfeiture of all unvested Options. Exercise of vested Options in accordance with the New Option Plan.

Termination by the Company other than for cause:

Acceleration of vesting of a portion of unvested Options in accordance with a prescribed formula as set out in the New Option Plan. Forfeiture of the remaining unvested Options. Exercise of vested Options in accordance with the New Option Plan.

Death or disability of an Option Plan Participant:

Acceleration of vesting of all unvested Options. Exercise of vested Options in accordance with the New Option Plan.

Termination or voluntary resignation for good reason within twelve (12) months of a change in control:

Acceleration of vesting of all unvested Options. Exercise of vested Options in accordance with the New Option Plan.

Any Options granted to an Option Plan Participant under the New Option Plan shall terminate at a date no later than twelve (12) months from the date such Option Plan Participant ceases to be an Option Plan Participant.

In the event of a triggering event, which includes a change in control, dissolution or winding-up of the Company, a material alteration of the capital structure of the Company and a disposition of all or substantially all of the Company's assets, the Option Plan Administrator may, without the consent of the Option Plan Participant, cause all or a portion of the Options granted to terminate upon the occurrence of such event.

#### *Amendment or Termination of the New Option Plan*

Subject to any necessary regulatory approvals, the New Option Plan may be suspended or terminated at any time by the Option Plan Administrator, provided that no such suspension or termination shall alter or impact any rights or obligations under an Option previously granted without the consent of the Option Plan Participant.

The following limitations apply to the New Option Plan and all Options thereunder as long as such limitations are required by the TSXV and, where applicable, the ASX:

- any adjustment to Options, other than in connection with a security consolidation or security split, is subject to prior Exchange acceptance;
- any amendment to the Options is subject to prior Exchange acceptance, except for amendments to reduce the number of Shares issuable under the Options, to increase the exercise price of Options or to cancel Options (for nil consideration); and
- any amendments made to the New Option Plan shall require regulatory and Shareholder approval, except for amendments to: (i) fix typographical errors; and (ii) clarify existing provisions of the New Option Plan and which do not have the effect of altering the scope, nature and intent of such provisions.

Subject to the foregoing limitations and any necessary regulatory approvals, the Option Plan Administrator may amend any existing Options or the New Option Plan or the terms and conditions of any Option granted thereafter, although the Option Plan Administrator must obtain written consent of the Option Plan Participant (unless otherwise excepted out by a provision of the New Option Plan) where such amendment would materially decrease the rights or benefits accruing to an Option Plan Participant or materially increase the obligations of an Option Plan Participant.

The following table sets forth the number of options to purchase Shares outstanding as at December 31, 2021:

Shares Under Options Granted <sup>(3)</sup>	Exercise or Base Price (C\$/Share)	Grant Date	Expiration Date
1,441,665 <sup>(1)</sup>	0.18	January 18, 2019	January 18, 2022
3,599,999 <sup>(2)</sup>	0.21	January 16, 2020	January 16, 2023
500,000 <sup>(2)</sup>	0.24	June 24, 2020	June 24, 2023
3,158,336 <sup>(2)</sup>	0.35	January 13, 2021	January 13, 2024

**Notes:**

- (1) 50% of stock options issued vest upon the date of grant with the remaining 50% vesting six months after the date of grant.
- (2) 100% of stock options issued vest upon the date of grant.
- (3) The number of Shares reserved for issuance under the Stock Option Plan were adjusted downwards in a proportional amount to the reduction of Shares upon the consolidation that took effect in October 2020.

***ASX Listing Rules 7.1 and 7.2, exception 13(b)***

ASX Listing Rule 7.1 provides that a company must not, subject to specified exceptions, issue or agree to issue more Equity Securities during any 12 month period than that amount which represents 15% of the number of fully paid ordinary securities on issue at the commencement of that 12 month period.

ASX Listing Rule 7.2, exception 13(b) provides an exception to ASX Listing Rule 7.1 such that issues of Equity Securities under an employee incentive scheme are exempt for a period of three years from the date on which the Shareholders approve the issue of Equity Securities under the scheme as an exception to ASX Listing Rule 7.1.

If this Resolution is passed, the Company will be able issue Equity Securities under the Stock Option Plan to eligible participants over a period of three years up to a nominated maximum amount without using the Company's 15% annual placement capacity under ASX Listing Rule 7.1.

If this Resolution is not passed, the Company will not be able to issue Equity Securities under the Stock Option Plan to eligible participants without using the Company's 15% limit under ASX Listing Rule 7.1, effectively decreasing the number of Equity Securities the Company can issue or agree to issue without obtaining Shareholder approval over the 12 month period following any such issue.

However, any future issues of Equity Securities under the Stock Option Plan to a related party or a person whose relation with the Company or the related party is, in ASX's opinion, such that approval should be obtained, will require additional Shareholder approval under ASX Listing Rule 10.14 at the relevant time.

***Specific information required by ASX Listing Rule 7.2, exception 13(b)***

Under and for the purposes of ASX Listing Rule 7.2, exception 13(b), the following information is provided in relation to the Stock Option Plan:

- (a) the material terms of the Stock Option Plan are summarised above;
- (b) no Equity Securities have been issued under the Stock Option Plan;
- (c) the maximum number of Equity Securities proposed to be issued under the Stock Option Plan following approval of this Resolution shall not exceed 13,792,217 Equity Securities, which is equal to approximately 10% of Company's Equity Securities currently on issue (subject to adjustment in

the event of a reorganisation of capital and further subject to applicable laws and the ASX Listing Rules); and

(d) a voting exclusion statement is included in this Information Circular.

Under the policies of the TSXV, the adoption by the Company of the New Option Plan requires approval of the Company's Shareholders by ordinary resolution. If the New Option Plan is approved, the existing stock options will automatically convert to the new terms of the New Option Plan. If the New Option Plan is not approved, the Existing Option Plan will remain in place and the Company will seek confirmation of the Existing Option Plan in accordance with the policies of the TSXV. In addition, this resolution seeks Shareholders' approval for the adoption of the New Option Plan in accordance with ASX Listing Rule 7.2 exception 13(b). Accordingly, at the Meeting, the Shareholders of the Company will be asked to pass the following resolution (the "**New Option Plan Resolution**"):

"RESOLVED THAT:

1. Subject to the Company receiving TSX Venture Exchange and any other regulatory approvals, if so required, the Stock Option Plan as described in this Information Circular, is hereby approved and all unallocated entitlements issuable pursuant to the Stock Option Plan are hereby approved and authorized for issuance under and for the purposes of exception 13(b) of ASX Listing Rule 7.2 and for all other purposes, on the terms and conditions described in the Information Circular;
2. any one director or officer of the Company is hereby authorized to execute and deliver on behalf of the Company all such documents and instruments and to do all such other acts and things as in such director's opinion may be necessary to give effect to the matters contemplated by these resolutions; and
3. notwithstanding that this resolution be passed by the Shareholders of the Company, the adoption of the proposed New Option Plan is conditional upon receipt of final approval of the TSXV, and the directors of the Company are hereby authorized and empowered to revoke this resolution, without any further approval of the Shareholders of the Company, at any time if such revocation is considered necessary or desirable to the directors."

Pursuant to and in accordance with ASX Listing Rule 14.11, the Company will disregard any votes cast in favour of this Resolution by or on behalf of a person who is eligible to participate in the New Option Plan, or any of their respective associates.

However, this does not apply to a vote cast in favour of a resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on the resolution, in accordance with the directions given to the proxy or attorney to vote on the resolution in that way; or
- (b) the chair of the meeting as proxy or attorney for a person who is entitled to vote on the resolution, in accordance with a direction given to the chair to vote on the resolution as the chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the resolution; and

- (ii) the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

An ordinary resolution is a resolution passed at the Meeting by a simple majority of the votes cast by Shareholders voting common shares at the Meeting.

**The Board unanimously recommends that each Shareholder vote FOR the New Option Plan Resolution.** Unless otherwise indicated, the persons designated as proxyholders in the accompanying proxy intend to vote the common shares represented by such proxy, properly executed, FOR the New Option Plan Resolution.

## **RE-APPROVAL OF THE EXISTING STOCK OPTION PLAN**

The Existing Option Plan was previously approved by Shareholders on October 20, 2021. A copy of the Existing Option Plan is available upon request by any Shareholder at no charge. Under TSXV policies, the Existing Option Plan must be approved by the Company's Shareholders on an annual basis. Therefore, in the event the Shareholders do not approve the New Option Plan Resolution at the Meeting, the Shareholders will be asked to consider and, if deemed appropriate, to pass the following ordinary resolution, with or without variation (the "**Stock Option Plan Resolution**"):

"RESOLVED THAT:

1. Subject to regulatory approval, the Existing Option Plan pursuant to which the directors may, from time to time, authorize the issuance of options to "eligible persons" to a maximum of 10% of the issued and outstanding shares at the time of the grant, be and is hereby ratified, confirmed and approved; and
2. Any director or officer of the Company is hereby authorized and directed, acting for, in the name of, and on behalf of, the Company, to execute or cause to be executed, and to deliver or cause to be delivered, such other documents and instruments, and to do or cause to be done all such acts and things, as may in the opinion of such director or officer be necessary or desirable to carry out the intent of the foregoing resolution."

**In the event that the New Option Plan Resolution is not approved, the Board unanimously recommends that each shareholder vote FOR the Stock Option Plan Resolution.** Unless otherwise indicated, the persons designated as proxyholders in the accompanying proxy intend to vote the common shares represented by such proxy, properly executed, FOR the Stock Option Plan Resolution.

## **APPROVAL OF THE EQUITY INCENTIVE PLAN**

At the Meeting, Shareholders will be asked to approve a resolution approving the Company's equity incentive plan (the "**Equity Incentive Plan**"). The Equity Incentive Plan was approved by the Board on November 9, 2022, has been conditionally accepted by the TSXV. Currently, the sole security-based compensation plan of the Company is the Existing Option Plan, pursuant to which the Board may grant stock options to directors, officers, employees of and consultants to the Company and its subsidiaries. The Board has determined that it is in the best interests of the Company to adopt a security-based compensation plan which would provide the Company with the ability and flexibility to make broader and different forms of equity rewards as part of its need to retain a competitive compensation structure for its directors, officers, employees and consultants. The purpose of the Equity Incentive Plan is to, among other things: (i) provide the Company with a mechanism to attract, retain and motivate qualified directors, officers, employees and consultants of the Company and its subsidiaries; (ii) reward directors, officers, employees and consultants that have been granted Awards (as defined below) under the Equity Incentive Plan for their contributions



toward the long-term goals and success of the Company; and (iii) enable and encourage such directors, officers, employees and consultants to acquire Shares of the Company as long-term investments and proprietary interests in the Company. The approval of the Equity Incentive Plan by the Board is subject to approval of the Shareholders and to the final acceptance of the TSXV.

A summary of certain provisions of the Equity Incentive Plan is set out below, and a full copy of the Equity Incentive Plan is attached hereto as Appendix “C”. This summary is qualified in its entirety to the full copy of the Equity Incentive Plan.

## **Summary of Equity Incentive Plan**

### *Eligibility*

The Equity Incentive Plan provides flexibility to the Company to grant equity-based incentive awards in the form of restricted share units (“**RSUs**”), performance share units (“**PSUs**”) and deferred share units (“**DSUs**”) (collectively, the “**Awards**”) to attract, retain and motivate qualified directors, officers, employees and consultants of the Company and its subsidiaries, excluding any persons who perform investor relations activities on behalf of the Company or any of its subsidiaries (collectively, the “**Equity Incentive Plan Participants**”).

### *Number of Shares Issuable*

The aggregate number of Shares that may be issued to Equity Incentive Plan Participants under the Equity Incentive Plan may not exceed 13,792,216, subject to adjustment as provided for in the Equity Incentive Plan.

### *Limits on Participation*

The Equity Incentive Plan provides for the following limits on grants, for so long as the Company is subject to the requirements of the TSXV, unless disinterested Shareholder approval is obtained or unless permitted otherwise pursuant to the policies of the TSXV:

- (i) the maximum number of Shares that may be issued to any one Equity Incentive Plan Participant (and where permitted pursuant to the policies of the TSXV, any company that is wholly owned by the Equity Incentive Plan Participant) under the Equity Incentive Plan, together with any other security-based compensation arrangements, within a twelve (12) month period, may not exceed 5% of the issued Shares calculated on the date of grant;
- (ii) the maximum number of Shares that may be issued to insiders collectively under the Equity Incentive Plan, together with any other security-based compensation arrangements, within a twelve (12) month period, may not exceed 10% of the issued Shares calculated on the date of grant; and
- (iii) the maximum number of Shares that may be issued to insiders collectively under the Equity Incentive Plan, together with any other security-based compensation arrangements, may not exceed 10% of the issued Shares at any time.

For so long as such limitation is required by the TSXV, the maximum number of Shares that may be granted to any one consultant under the Equity Incentive Plan, together with any other security-based compensation arrangements, within a twelve (12) month period, may not exceed 2% of the issued Shares calculated on the date of grant.

### *Administration*

The plan administrator of the Equity Incentive Plan (the “**Equity Incentive Plan Administrator**”) will be the Board or a committee of the Board, if delegated. The Equity Incentive Plan Administrator will, among other things, determine which directors, officers, employees or consultants are eligible to receive

Awards under the Equity Incentive Plan; determine any vesting provisions or other restrictions on Awards; determine conditions under which Awards may be granted, vested or settled, including establishing performance goals; establish the form of Award agreement (“**Award Agreement**”); interpret the Equity Incentive Plan; and make all other determinations and take all other actions necessary or advisable for the implementation and administration of the Equity Incentive Plan.

Subject to any required regulatory or Shareholder approvals, the Equity Incentive Plan Administrator may also, from time to time, without notice to or without approval of the Shareholders or the Equity Incentive Plan Participants, amend, modify, change, suspend or terminate the Awards granted pursuant thereto as it, in its discretion, determines appropriate, provided that no such amendment, modification, change, suspension or termination of the Equity Incentive Plan or any Award granted pursuant thereto may materially impair any rights of an Equity Incentive Plan Participant or materially increase any obligations of an Equity Incentive Plan Participant under the Equity Incentive Plan without the consent of such Equity Incentive Plan Participant, unless the Equity Incentive Plan Administrator determines such adjustment is required or desirable in order to comply with any applicable securities laws or stock exchange requirements or as otherwise permitted pursuant to the Equity Incentive Plan.

All of the Awards are subject to the conditions, limitations, restrictions, vesting, settlement and forfeiture provisions determined by the Equity Incentive Plan Administrator, in its sole discretion, subject to such limitations provided in the Equity Incentive Plan and will be evidenced by an Award Agreement. In addition, subject to the limitations provided in the Equity Incentive Plan and in accordance with applicable law, the Equity Incentive Plan Administrator may accelerate the vesting or payment of Awards, cancel or modify outstanding Awards and waive any condition imposed with respect to Awards or Shares issued pursuant to Awards.

Subject to the terms and conditions of the Equity Incentive Plan, the Plan Administrator, may, in its discretion, credit outstanding Share Units and DSUs with dividend equivalents in the form of additional Share Units and DSUs, respectively, as of each dividend payment date in respect of which normal cash dividends are paid on Shares. Dividend equivalents credited to an Equity Incentive Plan Participant’s accounts shall vest in proportion to the Share Units and DSUs to which they relate, and shall be settled in accordance with terms of the Plan. Where the issuance of Shares pursuant to the settlement of dividend equivalents will result in the Company having insufficient Shares available for issuance or would result in the Company breaching its limits on grants of Awards, as set out above, the Company shall settle such dividend equivalents in cash.

#### *Settlement of Vested Share Units*

The Equity Incentive Plan provides for the grant of restricted share units (each, a “**RSU**”). A RSU is a unit equivalent in value to a Share which entitles the holder to receive one Share, or cash, or a combination thereof for each vested RSU. RSUs shall, unless otherwise determined by the Equity Incentive Plan Administrator, and as specifically set out in the Award Agreement, vest, if at all, following a period of continuous employment of the Equity Incentive Plan Participant with the Company or a subsidiary of the Company.

The Equity Incentive Plan also provides for the grant of performance share units (each, a “**PSU**”, together with RSUs, the “**Share Units**”), which entitles the holder to receive one Share, or cash, or a combination thereof, for each vested PSU. PSUs shall, unless otherwise determined by the Equity Incentive Plan Administrator, and as specifically set out in the Award Agreement, vest, if at all, subject to the attainment of certain performance goals and satisfaction of such other conditions to vesting, if any, as many be determined by the Equity Incentive Plan Administrator.

Except where an Equity Incentive Plan Participant dies or ceases to be an Equity Incentive Plan Participant due to a change in control of the Company, no Share Unit shall vest prior to the first anniversary of its date of grant. Upon settlement of the Share Units, which shall be within sixty (60) days of the date that the applicable vesting criteria are met, deemed to have been met or waived, and in any event no later than three years following the end of the year in respect of which the Share Units are granted, holders of the Share Units will receive any, or a combination of, the following (as determined solely at the discretion of the

Equity Incentive Plan Administrator): (i) one fully paid and non-assessable Share issued from treasury in respect of each vested Share Unit; or (ii) a cash payment, which shall be determined by multiplying the number of Share Units redeemed for cash by the market value of a Share (calculated with reference to the five (5) day volume weighted average trading price, and subject to a minimum price as set out in the Equity Incentive Plan) (the “**Market Price**”) on the date of settlement.

The Company reserves the right to change its allocation of Shares and/or cash payment in respect of a Share Unit settlement at any time up until payment is actually made.

#### *Settlement of vested DSUs*

The Equity Incentive Plan also provides for the grant of deferred share units (each, a “**DSU**”). A DSU is a unit equivalent in value to a Share which entitles the holder to receive one Share, or cash, or a combination thereof, for each vested DSU on a future date following the Equity Incentive Plan Participant’s separation of services from the Company or its subsidiaries. Except where an Equity Incentive Plan Participant dies or ceases to be an Equity Incentive Plan Participant due to a change in control of the Company and as set out below, no DSU shall vest prior to the first anniversary of its date of grant. Upon settlement of the DSUs, which shall be no earlier than the date of the Equity Incentive Plan Participant’s termination of services to the Company or its subsidiaries and no later than one (1) year after such date, holders of DSUs will receive any or a combination of the following (as determined solely at the discretion of the Equity Incentive Plan Administrator):

- (i) one (1) fully paid and non-assessable Share issued from treasury in respect of each vested DSU; or
- (ii) a cash payment, determined by multiplying the number of DSUs redeemed for cash by the Market Price of a Share on the date of settlement.

In addition to grants made by the Equity Incentive Plan Administrator to all Equity Incentive Plan Participants, directors of the Company may elect, subject to acceptance by the Company, in whole or in part, of such election, to receive any portion of their director’s fees to be payable in DSUs.

The Company reserves the right to change its allocation of Shares and/or cash payment in respect of a DSU settlement at any time up until payment is actually made.

#### *Termination of Employment or Services and Change in Control*

The following describes the impact of certain events that may, unless otherwise determined by the Equity Incentive Plan Administrator or as set forth in an Award Agreement, lead to the early expiry of Awards granted under the Equity Incentive Plan.

Termination by the Company for cause:	Forfeiture of all unvested Awards. The Plan Administrator may determine that all vested Awards shall be forfeited, failing which all vested Awards shall be settled in accordance with the Equity Incentive Plan.
Voluntary resignation of an Equity Incentive Plan Participant:	Forfeiture of all unvested Awards. Settlement of all vested Awards in accordance with the Equity Incentive Plan.
Termination by the Company other than for cause:	Acceleration of vesting of a portion of unvested Awards in accordance with a prescribed formula as set out in the Equity Incentive Plan. Forfeiture of the remaining unvested Awards. Settlement of all vested Awards in accordance with the Equity Incentive Plan.

Death or disability of an Equity Incentive Plan Participant:	Acceleration of vesting of all unvested Awards. Settlement of all vested Awards in accordance with the Equity Incentive Plan.
--	---

Termination or voluntary resignation for good reason within twelve (12) months of a change in control:	Acceleration of vesting of all unvested Awards. Settlement of all vested Awards in accordance with the Equity Incentive Plan.
--	---

Any Awards granted to an Equity Incentive Plan Participant under the Equity Incentive Plan shall terminate at a date no later than twelve (12) months from the date such Equity Incentive Plan Participant ceases to be an Equity Incentive Plan Participant.

In the event of a triggering event, which includes a change in control, dissolution or winding-up of the Company, a material alteration of the capital structure of the Company and a disposition of substantially all of the Company's assets, the Plan Administrator may, without the consent of the Equity Incentive Plan Participant, cause all or a portion of the Awards granted to terminate upon the occurrence of such event, subject to any necessary approvals.

*Amendment or Termination of the Equity Incentive Plan*

Subject to the approval of the TSXV, where required, the Equity Plan Administrator may from time to time, without notice to or approval of the Equity Incentive Plan Participants or Shareholders, terminate the Equity Incentive Plan. Amendments made to the Equity Incentive Plan shall require regulatory and Shareholder approval, except for amendments to: (i) fix typographical errors; and (ii) clarify existing provisions of the Equity Incentive Plan and which do not have the effect of altering the scope, nature and intent of such provisions.

*Company Equity Incentive Plan Resolution*

Under the policies of the TSXV, the adoption by the Company of the Equity Incentive Plan requires approval of the Company's Shareholders by ordinary resolution. Accordingly, at the Meeting, the Shareholders will be asked to pass the following ordinary resolution (the "**Equity Incentive Plan Resolution**"):

"RESOLVED THAT:

- (a) subject to final acceptance of the TSXV, the Company's Equity Incentive Plan (the "**Equity Incentive Plan**"), substantially in the form attached as Appendix "C" to the management information circular of the Company dated November 4, 2022, is hereby approved;
- (b) the directors of the Company or any committee of the board of directors of the Company are hereby authorized to grant restricted share units ("**RSUs**"), performance share units ("**PSUs**") and deferred share units ("**DSUs**") pursuant to the Equity Incentive Plan to those eligible to receive RSUs, PSUs and DSUs thereunder;
- (c) any one director or officer of the Company is hereby authorized to execute and deliver on behalf of the Company all such documents and instruments and to do all such other acts and things as in such director's opinion may be necessary to give effect to the matters contemplated by these resolutions; and
- (d) notwithstanding that this resolution be passed by the Shareholders of the Company, the adoption of the proposed Equity Incentive Plan is conditional upon receipt of final approval of the TSXV, and the directors of the Company are hereby authorized and empowered to revoke this resolution,

without any further approval of the Shareholders of the Company, at any time if such revocation is considered necessary or desirable to the directors.”

An ordinary resolution is a resolution passed at the Meeting by a simple majority of the votes cast by Shareholders voting common shares at the Meeting.

**The Board unanimously recommends that each Shareholder vote FOR the Equity Incentive Plan Resolution.** Unless otherwise indicated, the persons designated as proxyholders in the accompanying proxy intend to vote the common shares represented by such proxy, properly executed, FOR the Equity Incentive Plan Resolution.

#### **APPOINTMENT OF AUDITOR**

Shareholders will be asked at the Meeting to approve the appointment of HLB Mann Judd as the Auditor of the Company to hold office until the next annual general meeting of the Company and that the remuneration of the Auditor be fixed by the Board of Directors. HLB Mann Judd was first appointed Auditor of the Company on March 24, 2016.

**Unless otherwise instructed, the persons named in the accompanying proxy intend to vote FOR the appointment of HLB Mann Judd as the Auditor of the Company and to authorize the Board of Directors to fix their remuneration.**

#### **APPROVAL OF 10% PLACEMENT FACILITY**

At the Meeting, Shareholders will be asked to consider and, if thought fit, pass the following as a **special** resolution:

“RESOLVED THAT:

1. Pursuant to and in accordance with ASX Listing Rule 7.1A and for all other purposes, Shareholders approve the issue of Equity Securities of up to 10% of the issued capital of the Company, calculated in accordance with the formula prescribed in ASX Listing Rule 7.1A.2 and on the terms and conditions described in the Information Circular.”

Pursuant to and in accordance with ASX Listing Rule 14.11, the Company will disregard any votes cast in favour of this resolution by or on behalf of any persons who are expected to participate in, or who will obtain a material benefit as a result of, an issue under the 10% Placement Facility (as defined below) (except a benefit solely by reason of being a holder of Shares) or any associate of those persons.

However, this does not apply to a vote cast in favour of a resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on the resolution, in accordance with the directions given to the proxy or attorney to vote on the resolution in that way; or
- (b) the chair of the meeting as proxy or attorney for a person who is entitled to vote on the resolution, in accordance with a direction given to the chair to vote on the resolution as the chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:

- (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the resolution; and
- (ii) the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

### ***General***

ASX Listing Rule 7.1A enables eligible entities to issue equity securities, as that term is defined in the ASX Listing Rules (“**Equity Securities**”) up to 10% of its issued share capital through placements over a 12-month period after the annual general meeting (“**10% Placement Facility**”). The 10% Placement Facility is in addition to the Company's 15% placement capacity under ASX Listing Rule 7.1.

An eligible entity for the purposes of ASX Listing Rule 7.1A is an entity that is not included in the S&P/ASX 300 Index and has a market capitalisation of \$300 million or less. The Company is an eligible entity. As at November 8, 2022, the Company's market capitalisation was approximately AUD\$13.79 million.

The Company is now seeking Shareholder approval by way of a special resolution to have the ability to issue Equity Securities under the 10% Placement Facility. The number of Equity Securities to be issued under the 10% Placement Facility will be determined in accordance with the formula prescribed in ASX Listing Rule 7.1A.2 (refer below for details).

If this Resolution is passed, the Company will be able to issue equity securities up to the combined 25% limit in ASX Listing Rules 7.1 and 7.1A without any further Shareholder approval.

If this Resolution is not passed, the Company will not be able to access the additional 10% capacity to issue equity securities without Shareholder approval provided for in ASX Listing Rule 7.1A and will remain subject to the 15% limit on issuing equity securities without Shareholder approval set out in ASX Listing Rule 7.1.

### ***ASX Listing Rule 7.1A***

- Shareholder approval

The ability to issue Equity Securities under the 10% Placement Facility is subject to Shareholder approval by way of a special resolution at an annual general meeting.

As this is a special resolution, it requires approval of 75% of the votes cast by Shareholders present and eligible to vote (in person, by proxy, by attorney or, in the case of a corporate Shareholder, by a corporate representative).

- Equity Securities

Any Equity Securities issued under the 10% Placement Facility must be in the same class as an existing quoted class of Equity Securities of the Company.

The Company, as at the date of this Information Circular, has on issue one quoted class of Equity Securities, Shares, which are quoted as Chess Depositary Interests.

- Formula for calculating 10% Placement Facility

ASX Listing Rule 7.1A.2 provides that eligible entities which have obtained shareholder approval at an annual general meeting may issue or agree to issue during the 12-month period after the date of the annual general meeting, a number of Equity Securities calculated in accordance with the following formula:

$$(A \times D) - E$$

Where:

**A** is the number of Shares on issue at the commencement of the relevant period:

- plus the number of fully paid Shares issued in the relevant period under an exception in ASX Listing Rule 7.2 other than exception 9, 16 or 17;
- plus the number of fully paid Shares issued in the relevant period on the conversion of convertible securities within ASX Listing Rule 7.2 exception 9 where:
  - the convertible securities were issued or agreed to be issued before the commencement of the relevant period; or
  - the issue of, or agreement to issue, the convertible securities was approved, or taken under these rules to have been approved, under ASX Listing Rule 7.1 or ASX Listing Rule 7.4;
- plus the number of fully paid Shares issued in the relevant period under an agreement to issue securities within ASX Listing Rule 7.2 exception 16 where;
  - the agreement was entered into before the commencement of the relevant period; or
  - the agreement or issue was approved, or taken under these rules to have been approved, under ASX Listing Rule 7.1 or ASX Listing Rule 7.4;
- plus the number of partly paid Shares that became fully paid in the relevant period;
- plus the number of fully paid Shares issued in the relevant period with approval under ASX Listing Rules 7.1 and 7.4; and
- less the number of fully paid Shares cancelled in the relevant period.

Note that "A" has the same meaning in ASX Listing Rule 7.1 when calculating an entity's 15% placement capacity.

**D** is 10%.

**E** the number of Equity Securities issued or agreed to be issued under ASX Listing Rule 7.1A.2 in the relevant period where the issue or agreement has not been subsequently approved by the holders of its ordinary securities under ASX Listing Rule 7.4.

Note that "relevant period" has the same meaning as in ASX Listing Rule 7.1.

- ASX Listing Rules 7.1 and 7.1A

The ability of an entity to issue Equity Securities under ASX Listing Rule 7.1A is in addition to the entity's 15% placement capacity under ASX Listing Rule 7.1.

The actual number of Equity Securities that the Company will have capacity to issue under ASX Listing Rule 7.1A will be calculated at the date of issue of the Equity Securities in accordance with the formula prescribed in ASX Listing Rule 7.1A.2 (refer above for details).

- Minimum Issue Price

The issue price of Equity Securities issued under ASX Listing Rule 7.1A must be not less than 75% of the volume weighted average price ("VWAP") of Equity Securities in the same class calculated over the 15 trading days on which trades in that class were recorded immediately before:

- the date on which the price at which the Equity Securities are to be issued is agreed; or
- if the Equity Securities are not issued within 10 trading days of the date in the preceding paragraph, the date on which the Equity Securities are issued.

- 10% Placement Period

Shareholder approval of the 10% Placement Facility under ASX Listing Rule 7.1A is valid from the date of the annual general meeting at which the approval is obtained and expires on the earlier to occur of:

- the date that is 12 months after the date of the annual general meeting at which the approval is obtained;
- the time and date of the Company's next annual general meeting; or
- the time and date of shareholder approval of a transaction under ASX Listing Rules 11.1.2 (a significant change to the nature or scale of activities) or 11.2 (disposal of main undertaking),

**("10% Placement Period").**

***Specific information required by ASX Listing Rule 7.3A***

In accordance with ASX Listing Rule 7.3A, information is provided as follows:

- Minimum Issue Price

If the Company issues Equity Securities for cash consideration under the 10% Placement Facility, then the issue price will be not less than the Minimum Issue Price.

The Equity Securities will be issued at an issue price of not less than 75% of the VWAP for the Company's Equity Securities over the 15 trading days on which trades in that class were recorded immediately before:



- the date on which the price at which the Equity Securities are to be issued is agreed; or
  - if the Equity Securities are not issued within 10 trading days of the date in the preceding paragraph, the date on which the Equity Securities are issued.
- Risk of economic and voting dilution

If this Resolution is approved by Shareholders and the Company issues Equity Securities under the 10% Placement Facility, the existing Shareholders' voting power in the Company will be diluted as shown in the below table (in the case of options or warrants, only if the options or warrants are converted into Shares). There is a risk that:

- the market price for the Company's Equity Securities may be significantly lower on the date of the issue of the Equity Securities than on the date of the Meeting; and
- the Equity Securities may be issued at a price that is at a discount to the market price for the Company's Equity Securities on the issue date or the Equity Securities are issued as part of consideration for the acquisition of a new asset,

which may have an effect on the amount of funds raised by the issue of the Equity Securities.

The below table shows:

- the dilution of existing Shareholders on the basis of the current market price of Shares and the current number of ordinary securities for variable "A" calculated in accordance with the formula in ASX Listing Rule 7.1A.2 as at the date of this Information Circular;
- two examples where variable "A" has increased, by 50% and 100%. Variable "A" is based on the number of ordinary securities the Company has on issue. The number of ordinary securities on issue may increase as a result of issues of ordinary securities that do not require Shareholder approval (for example, a pro rata entitlements issue or scrip issued under a takeover offer) or future specific placements under ASX Listing Rule 7.1 that are approved at a future Shareholders' meeting; and
- two examples of where the issue price of ordinary securities has decreased by 50% and increased by 100% as against the current market price.

Variable 'A' in ASX Listing Rule 7.1A.2*		Dilution		
		AUD\$0.05 50% decrease in Issue Price	AUD\$0.1 Issue Price	AUD\$0.2 100% increase in Issue Price
Current Variable A  137,922,169 Shares	10% Voting Dilution	13,792,217 Shares	13,792,217 Shares	13,792,217 Shares
	Funds raised	AUD\$689,611	AUD\$1,379,222	AUD\$2,758,443
50% increase in current Variable A 206,883,254 Shares	10% Voting Dilution	20,688,325 Shares	20,688,325 Shares	20,688,325 Shares
	Funds raised	AUD\$1,034,416	AUD\$2,068,833	AUD\$4,137,665
100% increase in current Variable A 275,844,338 Shares	10% Voting Dilution	27,584,434 Shares	27,584,434 Shares	27,584,434 Shares
	Funds raised	AUD\$1,379,222	AUD\$2,758,443	AUD\$5,516,887

\* The number of Shares on issue (Variable A in the formula) could increase as a result of the issue of Shares that do not require Shareholder approval (such as under a pro rata rights issue or scrip issued under a takeover offer) or that are issued with Shareholder approval under ASX Listing Rule 7.1.

The table has been prepared on the following assumptions:

1. The Company issues the maximum number of Equity Securities available under the 10% Placement Facility.
2. No convertible securities (including any issued under the 10% Placement Facility) are exercised or converted into Shares before the date of the issue of the Equity Securities.

3. The 10% voting dilution reflects the aggregate percentage dilution against the issued share capital at the time of issue. This is why the voting dilution is shown in each example as 10%.
4. The table does not show an example of dilution that may be caused to a particular Shareholder by reason of placements under the 10% Placement Facility, based on that Shareholder's holding at the date of the Meeting.
5. The table shows only the effect of issues of Equity Securities under ASX Listing Rule 7.1A, not under the 15% placement capacity under ASX Listing Rule 7.1.
6. The issue of Equity Securities under the 10% Placement Facility consists only of Shares. If the issue of Equity Securities includes convertible securities, it is assumed that those convertible securities are exercised into Shares for the purpose of calculating the voting dilution effect on existing Shareholders.
7. The issue price is AUD\$0.1 being the closing price of the Shares on ASX on November 8, 2022.

- Final date for issue

The Company will only issue the Equity Securities during the 10% Placement Period.

Shareholder approval of the 10% Placement Facility will cease to be valid if Shareholders approve a transaction under ASX Listing Rule 11.1.2 or 11.2.

- Purposes of issues under 10% Placement Facility

The Company may seek to issue the Equity Securities for cash consideration. In such circumstances, the Company intends to use the funds raised towards an acquisition of new resources assets or investments (including expenses associated with such acquisition such due diligence costs and external advisors) and continued exploration on the Company's current projects and working capital requirements.

- Disclosure obligations

The Company will comply with the disclosure obligations under ASX Listing Rule 7.1A.4 upon issue of any Equity Securities.

- Allocation policy

The Company's allocation policy is dependent on the prevailing market conditions at the time of any proposed issue pursuant to the 10% Placement Facility. The identity of the allottees of Equity Securities will be determined on a case-by-case basis having regard to the factors including but not limited to the following:

- the methods of raising funds that are available to the Company, including but not limited to, rights issue or other issue in which existing security holders can participate;
- the effect of the issue of the Equity Securities on the control of the Company;
- financial situation and solvency of the Company; and

- advice from corporate, financial and broking advisers (if applicable).

The allottees under the 10% Placement Facility have not been determined as at the date of this Information Circular but may include existing substantial Shareholders and/or new Shareholders who are not a related party or an associate of a related party of the Company.

- Issues in the past 12 months

The Company has not previously obtained Shareholder approval under ASX Listing Rule 7.1A.

- Voting exclusion statement

A voting exclusion statement is included in the Information Circular.

At the date of the Information Circular, the Company has not approached any particular existing Shareholder or security holder or an identifiable class of existing security holder to participate in the issue of the Equity Securities. No existing Shareholder's votes will therefore be excluded under the voting exclusion in the Information Circular.

However, in the event that between the date of this Information Circular and the date of the Meeting, the Company proposes to make an issue of Equity Securities under Listing Rule 7.1A to one or more existing Shareholders, those Shareholders' votes will be excluded under the voting exclusion statement in the Information Circular.

### ***Additional Information***

This Resolution is a special resolution. As this is a special resolution, it requires approval of 75% of the votes cast by Shareholders present and eligible to vote (in person, by proxy, by attorney or, in the case of a corporate Shareholder, by a corporate representative).

The Board recommends that Shareholders vote in favour of this Resolution.

## **CORPORATE GOVERNANCE**

Corporate governance relates to the activities of our Board, the members of which are elected by and are accountable to the Shareholders, and takes into account the role of the individual members of management who are appointed by our Board and who are charged with the day to day management of the Company. Our Board is committed to sound corporate governance practices which are both in the interests of our Shareholders and contribute to effective and efficient decision-making. National Policy 58-201 – *Corporate Governance Guidelines* (“**NP 58-201**”) establishes corporate governance guidelines which apply to all public companies. In light of these guidelines, we have instituted our own corporate governance practices, the disclosure of which is set out in accordance with NI 58-101.

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

Our Board is responsible for the stewardship and the general supervision of the management of the business and for acting in the best interests of the Company and its Shareholders. Our Board is composed of four directors being Messrs. Jackson, Dinning, Byass, and Zaninovich. Of these directors, Messrs. Jackson, Byass, and Zaninovich are “independent” within the meaning of NI 58-101 as none of them is an executive officer or employee of the Company or party to any material contract with the Company and none of them will receive remuneration from the Company other than directors’ fees and grants of stock options. Mr. Dinning is not independent as he is the CEO of the Company.

The following director nominees are currently directors of other reporting issuers (or the equivalent) in Canada or foreign jurisdictions:

<b><u>Director</u></b>	<b><u>Name of Reporting Issuer</u></b>
L. Simon Jackson	Predictive Discovery Limited (ASX), Resolute Mining Limited (ASX)
A. Byass	Galena Mining Limited (ASX), Kaiser Reef Limited (ASX), , Infinity Lithium Corporation (ASX)
S. Zaninovich	Maximus Resources Ltd (ASX), Bellavista Resources Ltd (ASX), Mako Gold Limited (ASX)

### ***Orientation and Continuing Education***

We do not have a formal orientation and education program for new directors. Upon joining our Board, each director is provided with an orientation program regarding the role of our Board, its committees and its directors, and the nature and operation of our current and past business. New directors are also provided with a copy of our Audit Committee Charter. Our Board encourages directors to participate in continuing education opportunities in order to ensure that the directors may maintain or enhance their skills and abilities as directors, and maintain a current and thorough understanding of our business.

### ***Ethical Business Conduct***

We have adopted a written Code of Business Conduct and Ethics (the “**Code**”) for our directors, officers and employees. Written copies of the Code may be obtained from us upon request. Our Board promotes compliance by asking employees, officers and directors to verify, from time to time, their understanding and compliance with the Code and employees, officers and directors are required to inform the Board of any changes in their holdings or matters that might be, or appear to be, non-compliant with the Code. If a director, officer, or employee becomes aware of any potential conflict of interest or a material transaction or relationship (including those involving family members) that could reasonably be expected to give rise to a conflict of interest, he or she should discuss the matter promptly with a member of the Compensation and Corporate Governance Committee. The Board shall cause an investigation of any reported violations and shall oversee an appropriate response, including corrective action and preventative measures where required.

Where a director has a conflict of interest, such director shall retire from any meeting of the Board, if required by the Board, while discussion on the applicable material contract or transaction or proposed material contract or transaction is taking place and shall refrain from voting on the subject under consideration, but this shall not prevent the Board from calling him or her into the meeting to answer any questions regarding the matter under discussion nor shall it release the director from his or her obligation to inform the Board.

In addition, as some of the directors of the Company also serve as directors and officers of other companies engaged in similar activities, the Board must comply with the conflict of interest provisions of the BCBCA, as well as the relevant securities regulatory instruments, in order to ensure that directors exercise independent judgment in considering transactions and agreements in respect of which a director or officer has a material interest. Each director is required to declare the nature and extent of his interest and is not entitled to vote at meetings which involve such conflict.

### ***Compensation and Nomination of Directors***

Our Board as a whole is responsible for, among other things, determining director compensation, approving officer compensation, approving the Company's compensation policy with respect to base salary, short-term and long-term incentives, benefits, and other perquisites, identifying and recommending potential candidates for the Board, evaluating the performance of the Board, committees, and directors, and developing and monitoring the effectiveness of the Company's approach to corporate governance. Our Board is also responsible for succession planning for senior management.

Our Board as a whole reviews the skills, areas of expertise, backgrounds, independence and qualifications of the individual members of the Board. While there are no explicit criteria for Board membership, the Board attempts to attract and maintain directors with relevant business knowledge in areas such as geology, mining, accounting, finance and capital markets. The Board is responsible for approval of potential candidates for nomination or appointment to the Board. Our Board is responsible for recommending the slate of nominees for election by the Shareholders at the annual meeting.

Further details regarding compensation for the Company's CEO is set out under "*Oversight and Description of Director and Named Executive Officer Compensation – Elements of Executive Compensation*".

### ***Other Board Committees***

During 2014, the Board formed a Technical Committee. The function of the Technical Committee is to assist both the board and management through the review of the Company's technical programs.

### ***Assessments***

The Board undergoes regular informal assessments designed to determine the effectiveness of the Board, the committees of the Board, and the individual directors. This ad-hoc process, led by the Chairman encourages candid feedback on the effectiveness and contribution of individual directors, the committees, Board and management.

## **AUDIT COMMITTEE**

The primary function of the audit committee of the Board (the "**Audit Committee**") is to assist the Board in fulfilling its financial reporting and controls responsibilities to our Shareholders. In accordance with National Instrument 52-110 – *Audit Committees* ("**NI 52-110**"), information with respect to our Audit Committee is contained below. The full text of the Audit Committee Charter, as passed unanimously by our Board, is attached to this Information Circular as Appendix "A".

### ***Composition of the Audit Committee***

The Audit Committee is composed of Messrs. L. Simon Jackson (Chairman), Adrian Byass, and Steven Zaninovich, all of whom are financially literate. Messrs. Jackson, Byass, and Zaninovich are independent directors.

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

The education and experience of each of Messrs. Jackson, Byass, and Zaninovich that is relevant to the performance of his responsibilities as an audit committee member is set out below.

*L. Simon Jackson, FCA, B.Com*

Mr. Jackson is an experienced mining executive. He is currently Non-Executive Chairman of Predictive Discovery Limited, an ASX listed gold exploration company focussed on Guinea and a Non-executive Director of Resolute Mining Limited an ASX/LSE listed gold producer with gold mines in Mali and Senegal. He was Managing Director of Kopore Metals Limited, an ASX listed copper exploration company focussed on the Kalahari copper belt from April 2019 to November 2021. He was previously Managing Director and CEO of Beadell Resources Ltd, an ASX listed gold producer with operations in Brazil, from November 2015 to July 2018. Prior to this he was President and CEO of Orca Gold Inc., an African gold exploration company from April 2013 to December 2014. From October 2011 until April 2013, Mr. Jackson served as President of Sirocco Mining Inc. Mr. Jackson was the CFO (May 2004 to September 2007) and then Vice President - Corporate Development (September 2007 to September 2010) of Red Back Mining Inc. (“**Red Back**”). Red Back operated gold mines in Ghana and Mauritania producing over 400,000 ounces of gold per year. While at Red Back, Mr. Jackson was a key member of the senior management team who oversaw the financing, development and construction of that company’s mines and Red Back’s aggressive merger and acquisition activity which culminated in the friendly takeover of Red Back by Kinross Gold Corporation in September 2010. Mr. Jackson is the Chairman of the Audit Committee and has been a director of multiple ASX and TSX listed companies. Mr. Jackson is a Fellow of the Institute of Chartered Accountants in Australia and has a Bachelor of Commerce from the University of Western Australia.

*Adrian Byass, FSEG, MAIG, B.Sc (Hons)(Geology), B.Econ*

Mr. Byass has more than 25 years’ experience in the mining industry ranging from production in gold and nickel mines through to the evaluation and development of mining projects with listed and unlisted entities in several countries. He has held a number of Executive and Non-Executive Board roles on both ASX and AIM listed companies. Mr Byass holds a Bachelor of Science (Geology), Bachelor of Economics, and is a Member of the Australian Institute of Geoscientists and a Fellow of the Society of Economic Geology and is a Competent Person for the reporting of mineral resources (JORC 2012).

*Steven Zaninovich, B Eng (Civil)*

Mr. Zaninovich has over 25 years construction, maintenance, operations, project development and business development experience, primarily focused on the basic industry (mining) sector and for the last 10 years has held senior executive and board positions with various mining companies. He currently runs his own consultancy business to the mining industry, with a focus on feasibility studies, project development, operational readiness and corporate development opportunities. Previously, he was VP of Major Projects at Teranga Gold Corporation for a 12 month period after their takeover of Gryphon Minerals Ltd where he was COO for over 4 years. Mr. Zaninovich is a degree qualified engineer and currently sits on the board of directors of three other mining companies. He served on the audit committee of Gryphon Minerals Ltd (2011-12) and Centaurus Metals Ltd (2013-14).

### ***Audit Committee Oversight***

At no time since the commencement of our most recently completed financial year did our Board decline to adopt a recommendation of the Audit Committee to nominate or compensate an external auditor.

### ***Reliance on Certain Exemptions***

At no time since the commencement of our most recently completed financial year did we rely on (a) the exemption in section 2.4 of NI 52-110 (*De Minimis Non-audit Services*), (b) the exemption in subsection 6.1.1(4) (*Circumstances Affecting the Business or Operations of the Venture Issuer*), (c) the exemption in subsection 6.1.1(5) (*Events Outside Control of Member*), (d) the exemption in subsection 6.1.1(6) (*Death,*

*Incapacity or Resignation*), or (e) an exemption from NI 52-110, in whole or in part, granted under Part 8 (*Exemptions*).

### ***Pre-Approval Policies and Procedures for Non-Audit Services***

As at the date of this Information Circular, the Audit Committee has not adopted any specific policies or procedures for the engagement of non-audit services.

### ***External Auditor Service Fees***

The aggregate fees billed for services rendered by our external auditor for the two fiscal years up to and including December 31, 2021, are:

<b>Fees</b>	<b>Fiscal 2021</b>	<b>Fiscal 2020</b>
Audit Fees For audit of our annual financial statements	\$21,572	\$19,592
Audit Related Fees Fees not included in Audit Fees that are billed by HLB Mann Judd for assurance and related services that are reasonably related to the performance of the audit review of our financial statements	\$12,751	Nil
Tax Fees Fees billed by HLB Mann Judd for professional services rendered for tax compliance, tax advice and tax planning	\$1,503	\$1,378
All Other Fees Fees billed by HLB Mann Judd for products and services not included in the foregoing categories	Nil	Nil

### ***Exemption***

In respect of the financial year ended December 31, 2021, we are relying upon the exemption in Section 6.1 of NI 52-110 with respect to compliance with the requirements of Part 5 (*Reporting Obligations*) of NI 52-110.

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

There is no indebtedness owing to the Company from any of our executive officer or directors or our former director or any subsidiary of ours or any associate of such person, including indebtedness that is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by us or a subsidiary of ours.

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

None of the informed persons of the Company, nor any proposed nominee for election as a director of the Company, nor any associate or affiliate of the foregoing persons, has any material interest, direct or indirect, in any transaction since the commencement of the Company's last completed financial year, or in any proposed transaction which in either case, has or will materially affect the Company.

Applicable securities legislation defines, "informed person" to mean any of the following: (a) a director or executive officer of a reporting issuer; (b) a director or officer of a person or company that is itself an informed person or subsidiary of a reporting issuer; (c) any person or company who beneficially owns, directly or indirectly, voting securities of a reporting issuer or who exercises control or direction over voting securities of a reporting issuer or a combination of both carrying more than 10 percent of the voting rights



attached to all outstanding voting securities of the reporting issuer other than voting securities held by the person or company as underwriter in the course of a distribution; and (d) a reporting issuer that has purchased, redeemed or otherwise acquired any of its securities, for so long as it holds any of its securities.

### **MANAGEMENT CONTRACTS**

The management functions of the Company are not performed to any substantial degree by any person or corporation other than the directors and officers of the Company.

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

Other than as set forth in this Information Circular, no person who has been a director or executive officer of the Company at any time since the beginning of the Company's most recently completed financial year, no proposed nominee for election as a director of the Company and no associate or affiliate of any of the foregoing has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted at the Meeting, exclusive of the election of directors, the approval of the Stock Option Plan, and of any interest arising from the ownership of Shares where the Shareholder will receive no extra or special benefit or advantage not shared on a pro-rata basis by all holders of Shares.

### **OTHER MATTERS**

Our management is not aware of any other matters that will be brought before the Meeting other than those set forth in the Notice of Meeting. Should any other matters properly come before the Meeting, the Shares represented by the proxies solicited hereby will be voted on those matters in accordance with the best judgment of the persons voting such proxies.

### **ADDITIONAL INFORMATION**

Additional information regarding the Company and its business activities is available under the Company's profile on SEDAR at [www.sedar.com](http://www.sedar.com). The Company's financial information is provided in the Company's audited consolidated financial statements and related management discussion and analysis for its most recently completed financial year and may be viewed on SEDAR at the website noted above. Shareholders of the Company may request copies of the Company's audited financial statements and related management discussion and analysis and of the New Articles by contacting the Company's CFO and Company Secretary, Mr. Lui Evangelista at [info@saramaresources.com](mailto:info@saramaresources.com).

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

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

DATED at Vancouver, British Columbia, November 4, 2022.

BY ORDER OF THE BOARD OF DIRECTORS

SIMON JACKSON  
Chairman

## APPENDIX “A”

### AUDIT COMMITTEE CHARTER

#### SARAMA RESOURCES LTD.

(the “Company”)

#### 1. Overall Purpose/Objectives

The Audit Committee (the “**Committee**”) will assist the board of directors of the Company (the “**Board**”) in fulfilling its financial reporting and controls responsibilities. The Committee will oversee the financial reporting process, the system of internal control and management of financial risks, the audit process, and the Company’s process for monitoring compliance with laws and regulations and its own code of business conduct. In performing its duties, the Committee will maintain effective working relationships with the Board, management, and the external auditors and monitor and enhance the independence of the auditors. The external auditor shall report directly to the Committee. To perform his or her role effectively, each Committee member will obtain an understanding of the responsibilities of Committee membership as well as the Company’s business, operations and risks.

#### 2. Authority

- 2.1. The Board authorizes the Committee to seek any information it requires directly from any employee or from any external party, to obtain outside legal or professional advice, to ensure the attendance of Company officers at meetings, as the Committee deems appropriate to fulfill its responsibilities. The Committee shall have full access to all of the Company’s books, records and facilities.
- 2.2. The Committee shall receive appropriate funding, as determined by the Committee, for payment of compensation to the external auditors and to any legal or other advisers employed by the Committee, and for payment of ordinary administrative expenses of the Committee that are necessary or appropriate in carrying out its duties.
- 2.3. The Committee may adopt policies and procedures for carrying out its responsibilities.

#### 3. Composition, Procedures and Organization

- 3.1. The Committee will be comprised of at least three members of the Board.
- 3.2. Except as permitted by all applicable legal and regulatory requirements:
  - (a) each member of the Committee shall be “independent” as defined in accordance with Canadian National Instrument 52-110 – *Audit Committees* (or any replacement or supplementary instrument or rule); and
  - (b) each member of the Committee shall be “financially literate” as defined in accordance with Canadian National Instrument 52-110 – *Audit Committees* (or any replacement or supplementary instrument or rule), which generally means that a member will have the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are

generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company's financial statements.

- 3.3. The Board, at its organizational meeting held in conjunction with each annual general meeting of the Shareholders, will appoint the members of the Committee for the ensuing year. The Board may at any time fill any vacancy in the Committee.
- 3.4. The Committee shall elect from its members a Chairman. The Secretary shall be elected from its members, or shall be the Secretary, or the Assistant or Associate Secretary, of the Company.
- 3.5. Any member of the Committee may be removed or replaced at any time by the Board. A member shall cease to be a member of the Committee upon ceasing to be a director of the Company.
- 3.6. Meetings shall be held not less than quarterly. Special meetings shall be convened as required. The external auditors may convene a meeting if they consider that it is necessary.
- 3.7. The times and places where meetings of the Committee shall be held and the procedures at such meetings shall be as determined, from time to time, by the Committee.
- 3.8. Notice of each meeting of the Committee shall be given to each member of the Committee. Subject to the following, notice of a meeting shall be given orally or by letter, electronic mail, facsimile transmission or telephone not less than 48 hours before the time fixed for the meeting. Notice of regular meetings need state only the day of the week or month, the place and the hour at which such meetings will be held and need not be given for each meeting. Members may waive notice of any meeting.
- 3.9. The Committee will invite the external auditors, management and such other persons to its meetings as it deems appropriate. However, any such invited persons may not vote at any meetings of the Committee.
- 3.10. A meeting of the Committee may be held by telephone or by means of such other electronic or other communications facilities as permit all persons participating in the meeting to communicate adequately with each other during the meeting.
- 3.11. The majority of the Committee shall constitute a quorum for the purposes of conducting the business of the Committee. Notwithstanding any vacancy on the Committee, a quorum may exercise all of the powers of the Committee.
- 3.12. Any decision made by the Committee shall be determined by a majority vote of the members of the Committee present or by consent resolution in writing signed by each member of the Committee. A member will be deemed to have consented to any resolution passed or action taken at a meeting of the Committee unless the member dissents.
- 3.13. A record of the minutes of, and the attendance at, each meeting of the Committee shall be kept. The approved minutes of the Committee shall be circulated to the Board forthwith.
- 3.14. The Committee shall report to the Board on all proceedings and deliberations of the Committee at the first subsequent meeting of the Board, and at such other times and in such manner as the Board or the Articles of the Company may require or as the Committee in its discretion may consider advisable.

- 3.15. The Committee will have access to such officers and employees of the Company and to such information respecting the Company, as it considers necessary or advisable in order to perform its duties and responsibilities.

#### 4. **Roles and Responsibilities**

The roles and responsibilities of the Committee are as follows.

- 4.1. Oversee the accounting and financial reporting processes of the Company and the audits of the financial statements of the Company.
- 4.2. Review the terms of reference and effectiveness of any internal audit process, and the working relationship between internal financial personnel and the external auditor.
- 4.3. Review the annual financial statements and the results of the audit with management and the external auditors prior to the release or distribution of such statements, and obtain an explanation from management of all significant variances between comparative reporting periods. Recommend the audited financial statements to the Board for approval.
- 4.4. Review the interim financial statements with management prior to the release or distribution of such statements, and obtain an explanation from management of all significant variances between comparative reporting periods. Recommend the interim financial statements to the Board for approval.
- 4.5. Assess the fairness of the financial statements and disclosures, and obtain explanations from management on whether:
  - (a) actual financial results for the financial period varied significantly from budgeted or projected results;
  - (b) generally accepted accounting principles have been consistently applied;
  - (c) there are any actual or proposed changes in accounting or financial reporting practices; and
  - (d) there are any significant, complex and/or unusual events or transactions such as related party transactions or those involving derivative instruments and consider the adequacy of disclosure thereof.
- 4.6. Review all public disclosure referencing, containing or incorporating by reference the audited or unaudited financial statements, results or information before its public release and approval by the Board, including management's discussion and analysis, financial information contained in any prospectus, private placement offering document, annual report, annual information form, takeover bid circular, and any annual and interim earnings news releases, and determine whether they are complete and consistent with the information known to Committee members.
- 4.7. Determine whether the auditors are satisfied that the financial statements have been prepared in accordance with generally accepted accounting principles.
- 4.8. Focus on judgmental areas, for example those involving valuation of assets and liabilities and other commitments and contingencies.

- 4.9. Review audit issues related to the Company's material associated and affiliated companies that may have a significant impact on the Company's equity investment.
- 4.10. Ascertain whether any significant financial reporting issues were discussed by management and the external auditor during the fiscal period and the method of resolution.
- 4.11. Review and resolve any significant disagreement between management and the external auditors in connection with the preparation of the financial statements.
- 4.12. Recommend to the Board the selection of the firm of external auditors to be proposed for election as the external auditors of the Company.
- 4.13. Review and approve the proposed audit plan and the external auditors' proposed audit scope and approach with the external auditor and management and ensure no unjustifiable restriction or limitations have been placed on the scope.
- 4.14. Explicitly approve, in advance, all audit and non-audit engagements of the external auditors; provided, however, that non-audit engagements may be approved pursuant to a pre-approval policy established by the Committee that: (i) is detailed as to the services that may be pre-approved, (ii) does not permit delegation of approval authority to the Company's management, and (iii) requires that the delegatee or management inform the Committee of each service approved and performed under the policy. Approval for minor non-audit services is subject to applicable securities laws.
- 4.15. If it so elects, delegate to one or more members of the Committee the authority to grant such pre-approvals. The delegatee's decisions regarding approval of services shall be reported by such delegatee to the full Committee at each regular Committee meeting.
- 4.16. Subject to the grant by the Shareholders of the authority to do so, if required, review the appropriateness and reasonableness of the compensation to be paid to the external auditors and make a recommendation to the Board regarding such compensation.
- 4.17. Oversee and enhance the independence of the external auditors. Obtain from the external auditors a formal written statement delineating all relationships between the external auditors and the Company. Actively engage in a dialogue with the external auditors with respect to any disclosed relationships or services that impact the objectivity and independence of the external auditor.
- 4.18. Review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the present and former external auditors of the Company.
- 4.19. Review the performance of the external auditors, and in the event of a proposed change of auditor, review all issues relating to the change, including the information to be included in any notice of change of auditor as required under applicable securities laws, and the planned steps for an orderly transition.
- 4.20. Review the post-audit or management letter, containing the recommendations of the external auditor, and management's response and subsequent follow-up to any identified weakness.
- 4.21. Review with management its philosophy with respect to controlling corporate assets and information systems, the staffing of key functions and its plans for enhancements.

- 4.22. Gain an understanding of the current areas of greatest financial risk and whether management is managing these effectively.
- 4.23. Review the evaluation of internal controls and management information systems by the external auditor, and, if applicable, the internal audit process, together with management's response to any identified weaknesses and obtain reasonable assurance that the accounting systems are reliable and that the system of internal controls is effectively designed and implemented.
- 4.24. Gain an understanding of whether internal control recommendations made by external auditors have been implemented by management.
- 4.25. Satisfy itself that adequate controls and procedures are in place to allow the Chief Executive Officer and the Chief Financial Officer to certify financial statements and other disclosure documents as required by securities laws.
- 4.26. Review significant accounting and reporting issues, including recent professional and regulatory pronouncements, and understand their impact on the financial statements, reviewing with management and the external auditor where appropriate.
- 4.27. Review any legal matters which could significantly impact the financial statements as reported on by the Company's legal counsel and meet with outside counsel whenever deemed appropriate.
- 4.28. Obtain regular updates from management and the Company's legal counsel regarding compliance matters, as well as certificates from the Chief Financial Officer as to required statutory payments and bank covenant compliance and from senior operating personnel as to permit compliance.
- 4.29. Establish a procedure for the:
  - (a) confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters, and
  - (b) receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls, or auditing matters.
- 4.30. Meet separately with the external auditors to discuss any matters that the Committee or auditors believe should be discussed privately.
- 4.31. Endeavour to cause the receipt and discussion on a timely basis of any significant findings and recommendations made by the external auditors.
- 4.32. Ensure that the Board is aware of matters which may significantly impact the financial condition or affairs of the business.
- 4.33. Review and assess the adequacy of insurance coverage, including directors' and officers' liability coverage.
- 4.34. Perform other functions as requested by the full Board.

- 4.35. If it deems necessary, institute special investigations and, if it deems appropriate, hire special counsel or experts to assist, and set the compensation to be paid to such special counsel or other experts.

5. **General**

In addition to the foregoing, the Committee will:

- (a) assess the Committee's performance of the duties specified in this charter and report its finding(s) to the Board;
- (b) review and assess the adequacy of this charter at least annually and recommend any proposed changes to the Board for approval; and
- (c) perform such other duties as may be assigned to it by the Board from time to time or as may be required by any applicable stock exchanges, regulatory authorities or legislation.

**APPENDIX “B”**  
**NEW OPTION PLAN**

See attached.



**SARAMA RESOURCES LTD.**

STOCK OPTION PLAN

**Effective Date: November 9, 2022**

Approved by the Board of  
Directors on November 9, 2022.

Approved by the  
Shareholders on [x] 2022.

## TABLE OF CONTENTS

ARTICLE 1 PURPOSE .....	4
1.1 Purpose .....	4
ARTICLE 2 INTERPRETATION .....	4
2.1 Definitions .....	4
2.2 Interpretation .....	8
ARTICLE 3 ADMINISTRATION.....	9
3.1 Administration .....	9
3.2 Delegation to Committee .....	10
3.3 Determinations Binding.....	10
3.4 Eligibility .....	11
3.5 Board Requirements .....	11
3.6 Liability Limitation and Indemnification .....	11
3.7 Total Shares Subject to Options .....	11
3.8 Limits on Options .....	11
3.9 Option Certificates .....	12
3.10 Non-transferability of Options .....	12
3.11 Resale Restrictions .....	12
ARTICLE 4.....	13
4.1 Invitation .....	13
4.2 Form of Application .....	13
ARTICLE 5 OPTIONS .....	13
5.1 Granting of Options .....	13
5.2 Options Account.....	13
5.3 Exercise Period of Options .....	13
5.4 Number of Shares under an Option .....	14
5.5 Exercise Price of an Option .....	14
5.6 Vesting of Options and Acceleration.....	14
5.7 Additional Terms .....	14
5.8 Exercise of Options .....	15
5.9 Issue of Share Certificates or Direct Registration Statements .....	15
5.10 Termination of Options.....	15
ARTICLE 6 ADDITIONAL OPTION TERMS .....	16
6.1 Withholding Taxes .....	16
6.2 Recoupment.....	16
6.3 No Other Benefit .....	16

ARTICLE 7 TERMINATION OF EMPLOYMENT OR SERVICES .....	16
7.1 Termination of Participant .....	16
7.2 Leave of Absence .....	18
7.3 Death or Disability .....	18
7.4 Discretion to Permit Acceleration .....	18
ARTICLE 8 EVENTS AFFECTING THE CORPORATION .....	18
8.1 Change in Control .....	18
8.2 Triggering Events .....	19
8.3 Reorganization of Corporation's Capital .....	19
8.4 Assumptions of Options in Acquisitions .....	19
8.5 No Restriction on Action .....	19
8.6 Issue by Corporation of Additional Shares .....	20
8.7 Fractions .....	20
ARTICLE 9 AMENDMENT, SUSPENSION OR TERMINATION OF THE PLAN .....	20
9.1 Discretion of the Plan Administrator .....	20
9.2 Amendment of Option or Plan .....	20
ARTICLE 10 MISCELLANEOUS .....	21
10.1 Legal Requirement .....	21
10.2 Rights of Participant .....	21
10.3 Conflict .....	21
10.4 Anti-Hedging Policy .....	21
10.5 No Guarantee of Tax Consequences .....	21
10.6 Participant Information .....	21
10.7 Participation in the Plan .....	21
10.8 Successors and Assigns .....	21
10.9 Severability .....	22
10.10 Notices .....	22
10.11 Effective Date and Replacement .....	22
10.12 Governing Law .....	22
10.13 Submission to Jurisdiction .....	22

## **STOCK OPTION PLAN**

### **ARTICLE 1 PURPOSE**

#### **1.1 Purpose**

The purpose of the Plan is to provide the Corporation with a share-related mechanism to attract, retain and motivate qualified Executives, Employees and Consultants of the Corporation and its Subsidiaries, to reward such of those Executives, Employees and Consultants as may be granted Options under the Plan by the Board from time to time for their contributions toward the long term goals and success of the Corporation and to enable and encourage such Executives, Employees and Consultants to acquire Shares as long term investments and proprietary interests in the Corporation.

### **ARTICLE 2 INTERPRETATION**

#### **2.1 Definitions**

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

**“Ancillary Documentation”** means all documentation which the Board specifies in an Invitation that a Participant must enter into and/or provide in connection with an Application for Options.

**“Application”** means, in respect of an Option, an application for that Option made by a Participant in response to an Invitation.

**“Applicable Laws”** means the applicable laws and regulations and the requirements or policies of any governmental, regulatory authority, securities commission and stock exchange having authority over the Corporation or the Plan;

**“Application Form”** means an application form attached to, or enclosed with, an Invitation.

**“Board”** means the board of directors of the Corporation;

**“Business Day”** means a day, other than a Saturday or Sunday, on which the principal commercial banks in the City of Vancouver are open for commercial business during normal banking hours;

**“Cashless Exercise”** has the meaning attributed thereto in Policy 4.4 – *Security Based Compensation*, as amended from time to time, of the TSXV Manual;

**“Cause”** means:

- (a) unless the applicable Option Certificate states otherwise, with respect to any Employee, Officer or Consultant:
  - (i) if such Employee, Officer or Consultant is a party to an employment or service agreement with the Corporation or any of its Subsidiaries and such agreement provides for a definition of Cause, the definition contained therein; or
  - (ii) if no such agreement exists, or if such agreement does not define Cause, any act or omission that would entitle the Corporation to terminate the employment or service agreement of such Employee, Officer or Consultant, without notice or compensation under the common law for just cause, including, without in any way limiting its meaning under the common law: (A) the failure of the Employee, Officer or Consultant to carry out its duties properly or to comply with the rules, policies and practices of the Corporation or any of its Subsidiaries, as applicable; (B) a material breach of any agreement with the Corporation or any of its Subsidiaries, as applicable, or a material violation of any written policy of the Corporation or any of its Subsidiaries, as applicable; (C) the indictment for or conviction of an indictable offence or any summary offence involving material dishonesty or moral turpitude; (D) a material fiduciary breach with respect to the Corporation or any of its Subsidiaries,

as applicable; (E) fraud, embezzlement or similar conduct that results in or is reasonably likely to result in harm to the reputation or business of the Corporation or any of its Subsidiaries; or (F) gross negligence or willful misconduct with respect to the Corporation or any of its Subsidiaries; and

- (b) with respect to any Director, a determination by a majority of the disinterested Board members that the Director has engaged in any of the following:
  - (i) gross misconduct or neglect;
  - (ii) willful conversion of corporate funds;
  - (iii) false or fraudulent misrepresentation inducing the Director's appointment; or
  - (iv) repeated failure to participate in Board meetings on a regular basis despite having received proper notice of the meetings in advance;

**"Change in Control"** means, unless otherwise defined in the Participant's employment or service agreement or in the applicable Option Certificate, the occurrence of any one or more of the following events:

- (a) the direct or indirect acquisition or conversion from time to time of more than 20% of the issued and outstanding Shares, in aggregate, by a Person or group of Persons acting in concert, other than through an employee share purchase plan or employee share ownership plan;
- (b) a change in the composition of the Board which results in the majority of the directors of the Corporation not being individuals nominated by the Corporation's then incumbent directors; or
- (c) a merger, amalgamation, arrangement or reorganization of the Corporation with one or more corporations as a result of which, immediately following such event, the shareholders of the Corporation as a group, as they were immediately prior to such event, hold less than a majority of the outstanding Voting Shares of the surviving corporation;

**"Change of Business"** has the meaning attributed thereto in Policy 5.2 – Change of Business and Reverse Takeovers, as amended from time to time, of the TSXV Manual;

**"Committee"** has the meaning set forth in Section 3.2;

**"Company"** means a corporation, incorporated association or organization, body corporate, partnership, trust, association or other entity other than an individual;

**"Consultant"** has the meaning attributed thereto in Policy 4.4 – *Security Based Compensation*, as amended from time to time, of the TSXV Manual;

**"Corporate Policies"** means any of the policies of the Corporation; **"Corporation"** means Sarama Resources Ltd;

**"Date of Grant"** means, for any Option, the date specified by the Plan Administrator at the time it grants the Option (which, for greater certainty, shall be no earlier than the date on which the Board meets or otherwise acts for the purpose of granting such Option) or if no such date is specified, the date upon which the Option was granted;

**"Director"** means a director (as defined under Securities Laws) of the Corporation or of any of its Subsidiaries;

**"Disabled"** or **"Disability"** means a physical injury or mental incapacity of a nature which the Plan Administrator determines prevents or would prevent the Participant from satisfactorily performing the substantial and material duties of his or her position with the Corporation or any of its Subsidiaries;

**"Effective Date"** means the date the Plan becomes effective, which shall be upon receipt of all shareholder and Regulatory Approvals;

**“Employee”** has the meaning attributed thereto in Policy 4.4 – *Security Based Compensation*, as amended from time to time, of the TSXV Manual;

**“Exercise Notice”** means the written notice of the exercise of an Option, in the form set out in the Option Certificate (or in such other form as may be approved by the Plan Administrator), duly executed by the Participant;

**“Exercise Period”** means the period during which a particular Option may be exercised and is the period from and including the Date of Grant through to and including the Expiry Time on the Expiry Date provided, however, that no Option can be exercised unless and until all necessary Regulatory Approvals have been obtained;

**“Exchange”** means the TSXV and any other exchange on which the Shares are or may be listed from time to time;

**“Exercise Price”** means the price at which an Option is exercisable as determined in accordance with Section 5.5;

**“Executive”** means an individual who is a Director or Officer;

**“Expiry Date”** means the date the Option expires as set out in the Option Certificate or as otherwise determined in accordance with Sections 5.10, 6.1, 8.2, or Article 7;

**“Expiry Time”** means the time the Option expires on the Expiry Date, which is 5:00 p.m. local time in Vancouver, British Columbia on the Expiry Date;

**“Good Reason”** means any one or more of the following events occurring following a Change in Control and without the Participant’s written consent:

- (a) the Participant is placed in a position of lesser stature than its current position and, is assigned duties that would result in a material change in the nature or scope of powers, authority, functions or duties inherent in such a position immediately prior to the Change in Control;
- (b) a material decrease in the Participant’s base salary or a material decrease in the Participant’s short-term incentive grants, long-term incentive grants, benefits, vacation or other compensation;
- (c) a requirement that the Participant relocate to a location greater than 40 kilometers from the Participant’s primary work location immediately prior to the Change in Control; or
- (d) any action or event that would constitute constructive dismissal of the Participant at common law;

**“Insider”** means:

- (a) a Director or senior officer of the Corporation;
- (b) a Director or senior officer of a Company that is an Insider or a Subsidiary of the Corporation;
- (c) a Person that beneficially owns or controls, directly or indirectly, Voting Shares of the Corporation carrying more than 10% of the voting rights attached to the Voting Shares of the Corporation; or
- (d) the Corporation itself if it holds any of its own securities;

**“Investor Relations Service Provider”** has the meaning attributed thereto in Policy 4.4 – *Security Based Compensation*, as amended from time to time, of the TSXV Manual;

**“Invitation”** means an invitation to a Participant to apply for the grant of one or more Options made in accordance with this Plan and in the form approved by the Board from time to time;

**“Market Price”** means the market value of the Shares as determined in accordance with Section 5.5;

**“Net Exercise”** has the meaning set out in Section 5.8(c);

**“Officer”** means an officer (as defined under Securities Laws) of the Corporation or of any of its Subsidiaries;

**“Option”** means an incentive share purchase option granted pursuant to the Plan entitling a Participant to purchase Shares of the Corporation;

**“Option Certificate”** means a certificate issued by the Corporation in the form or any one of the forms approved by the Plan Administrator, evidencing the terms and conditions on which an Option has been granted under the Plan and which need not be identical to any other such certificates;

**“Outstanding Options”** has the meaning ascribed to it in Section 3.7;

**“Participant”** means an Executive, Employee or Consultant to whom an Option has been granted under the Plan;

**“Person”** includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, and a natural person in his or her capacity as trustee, executor, administrator or other legal representative;

**“Personal Representative”** means: (i) in the case of a deceased Participant, the executor or administrator of the deceased duly appointed by a court or public authority having jurisdiction to do so; and (ii) in the case of a Participant who, for any reason, is unable to manage his or her affairs, the Person entitled by law to act on behalf of such Participant;

**“Plan”** means this Stock Option Plan, as may be amended from time to time;

**“Plan Administrator”** means the Board, or if the administration of the Plan has been delegated by the Board to the Committee pursuant to Section 3.2, the Committee;

**“Prior Plan”** means the Corporation’s prior stock option plan;

**“Regulatory Approvals”** means any necessary approvals of the Regulatory Authorities as may be required from time to time for the implementation, operation or amendment of the Plan or for the Options granted from time to time hereunder;

**“Regulatory Authorities”** means all Exchanges and all securities commissions or similar securities regulatory bodies having jurisdiction over the Corporation, the Plan or the Options granted from time to time hereunder;

**“Reorganization”** has the meaning attributed thereto in Policy 5.3 – *Acquisitions and Dispositions of Non- Cash Assets*, as amended from time to time, of the TSXV Manual;

**“Reverse Takeover”** has the meaning attributed thereto in Policy 5.2 – *Change of Business and Reverse Takeovers*, as amended from time to time, of the TSXV Manual;

**“Securities Act”** means the *Securities Act* (British Columbia), RSBC 1996, c. 418 as from time to time amended;

**“Securities Laws”** has the meaning attributed thereto in Policy 1.1 – *Interpretation*, as amended from time to time, of the TSXV Manual;

**“Security Based Compensation Arrangement”** has the meaning attributed thereto in Policy 4.4 – *Security Based Compensation*, as amended from time to time, of the TSXV Manual;

**“Share”** means one (1) common share in the capital of the Corporation as constituted on the Effective Date or after an adjustment contemplated by Article 8, such other shares or securities to which the holder of an Option may be entitled as a result of such adjustment;

**“Shareholder Approval”** means approval by the Corporation’s shareholders in accordance with the policies of the Exchange;

**“Subsidiary”** has the meaning attributed thereto in the Securities Act;

**“Tax Act”** means the *Income Tax Act* (Canada) and its regulations thereunder, as amended from time to time;

**“Termination Date”** means (i) the date designated by the Participant and the Corporation or a Subsidiary of the Corporation in a written employment agreement, or other written agreement between the Participant and Corporation or a Subsidiary of the Corporation, or (ii) if no written agreement exists, the date designated by the Corporation or a Subsidiary of the Corporation, as the case may be, on which a Participant ceases to be an employee of the Corporation or a Subsidiary of the Corporation or ceases to provide services to the Corporation or a Subsidiary of the Corporation, as the case may be, provided that, in the case of termination of employment or termination of services by voluntary resignation by the Participant, such date shall not be earlier than the date notice of resignation was given, and “Termination Date” specifically does not mean the date of termination of any period of reasonable notice that the Corporation or a Subsidiary of the Corporation, as applicable, may be required by law to provide to the Participant;

**“Triggering Event”** means:

- (a) the proposed dissolution, liquidation or wind-up of the Corporation;
- (b) a proposed Change in Control;
- (c) the proposed sale or other disposition of all or substantially all of the assets of the Corporation; or
- (d) a proposed material alteration of the capital structure of the Corporation which, in the opinion of the Plan Administrator, is of such a nature that it is not practical or feasible to make adjustments to the Plan or to the Options granted hereunder to permit the Plan and Options granted hereunder to stay in effect;

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

**“TSXV Manual”** means the TSXV Corporate Finance Manual, as the same may be amended from time to time;

**“Vested”** means a portion of the Option granted to the Participant which is available to be exercised by such Participant at any time and from time to time;

**“Voting Share”** means a security of a Company that:

- (a) is not a debt security; and
- (b) carries a voting right either under all circumstances or under some circumstances that have occurred and are continuing; and

**“VWAP”** means the volume-weighted average trading price of the Shares on the TSXV calculated by dividing the total value by the total volume of the Shares traded for the five trading days immediately preceding the exercise of the subject Option, provided that the TSXV may exclude internal crosses and certain other special terms trades from the calculation.

## 2.2 Interpretation

- (a) Whenever the Plan Administrator exercises discretion in the administration of the Plan, the term “discretion” means the sole and absolute discretion of the Plan Administrator.
- (b) As used herein, the terms “Article”, “Section” and “clause” mean and refer to the specified Article, Section and clause of the Plan, respectively.
- (c) Words importing the singular include the plural and vice versa and words importing any gender include any other gender.
- (d) Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period begins, including the day on which the period ends, and abridging the period to the immediately preceding Business Day in the event that the last day of the period is not a Business Day. In the event an action is required to be taken or a payment is required to be made on a day



which is not a Business Day such action shall be taken or such payment shall be made by the immediately preceding Business Day.

- (e) Unless otherwise specified, all references to money amounts are to Canadian currency.
- (f) The headings used herein are for convenience only and are not to affect the interpretation of the Plan.

### **ARTICLE 3 ADMINISTRATION**

#### **3.1 Administration**

Subject to and consistent with the terms of the Plan, Applicable Laws and the provisions of any charter adopted by the Board with respect to the powers, authority and operation of the Committee (as amended from time to time), the Plan will be administered by the Plan Administrator, and the Plan Administrator has sole and complete authority, in its discretion, without limitation, to:

- (a) determine the Persons who are eligible to be Participants in accordance with Section 3.4;
- (b) make grants of Options under the Plan relating to the issuance of Shares in such amounts, to such Participants and, subject to the provisions of the Plan and the applicable rules of the Exchange, on such terms and conditions as it determines including without limitation:
  - (i) the time or times at which Options may be granted, including the applicable Date of Grant
  - (ii) the conditions under which an Option or any portion thereof may be granted to a Participant including, without limitation, the Expiry Date, Exercise Price and vesting schedule (which need not be identical with the terms of any other Option);
  - (iii) the consequences of a termination with respect to an Option;
  - (iv) the number of Shares subject to each Option;
  - (v) whether restrictions or limitations are to be imposed on the Shares issuable pursuant to grants of any Option, and the nature of such restrictions or limitations, if any; and
  - (vi) subject to the applicable rules of the Exchange, any acceleration of exercisability or vesting, or waiver of termination regarding any Option, based on such factors as the Plan Administrator may determine;
- (c) establish the form or forms of the Option Certificate and Exercise Notice;
- (d) amend the terms of any Option, subject to and in accordance with the terms and conditions of the Plan and the TSXV Manual;
- (e) subject to the applicable rules of the Exchange, cancel, amend, adjust or otherwise change any Option under such circumstances as the Plan Administrator may consider appropriate in accordance with the provisions of the Plan, including but not limited to:
  - (i) allowing non-Vested Options to be treated as Vested upon termination of employment or service of a Participant, as to any or all of termination, death or Disability;
  - (ii) providing that the Options with respect to certain classes, types or groups of Participants will have different acceleration, forfeiture, termination, continuation or other terms than other classes, types or groups of Participants;
  - (iii) providing for the continuation of any Option for such period which is not longer than 12 months from the Termination Date or 12 months from the date of death or Disability of the Participant, and provided it does not extend beyond the Expiry Date of those Options, upon such terms and conditions as are determined by the Plan

Administrator in the event that a Participant ceases to be an Executive, Employee or Consultant, as the case may be;

- (iv) providing that Vested Options may be exercised for periods longer or different from those set forth in the Plan, subject to the applicable rules of the Exchange; and
- (v) setting any other terms for the exercise or termination of an Option upon termination of employment or service;
- (f) construe and interpret the Plan and all Option Certificates;
- (g) determine all questions arising in connection with the administration, interpretation and application of the Plan, including all questions relating to the Market Price of the Shares;
- (h) correct any defect, supply any information or reconcile any inconsistency in the Plan in such manner and to such extent as shall be deemed necessary or advisable to carry out the purposes of the Plan;
- (i) determine whether, to what extent, and under what circumstances an Option may be exercised in cash, through a Cashless Exercise or through Net Exercise pursuant to Section 5.8;
- (j) determine the duration and purposes of leaves of absence from employment or engagement by the Corporation which may be granted to Participants without constituting a termination of employment or engagement for purposes of the Plan;
- (k) authorize Persons to execute such documents and instruments as may be necessary to carry out the purposes of the Plan and grants of Options from time to time hereunder;
- (l) prescribe, amend, and rescind rules and regulations relating to the administration of the Plan; and
- (m) make all other determinations and take all other actions necessary or advisable for the implementation and administration of the Plan.

### 3.2 Delegation to Committee

- (a) The initial Plan Administrator shall be the Board.
- (b) To the extent permitted by Applicable Law, the Board may, from time to time, delegate to a committee of the Corporation (the “**Committee**”), consisting of not less than two of its members, all or any of the powers conferred on the Plan Administrator pursuant to the Plan, including the power to sub-delegate to any specified Directors or Officers all or any of the powers delegated by the Board. From time to time, the Board may increase the size of the Committee and appoint additional members, remove members (with or without cause) and appoint new members in their place, fill vacancies however caused, or remove all members of the Committee and thereafter directly administer the Plan.
- (c) In the event the Board delegates to the Committee all or any of the powers conferred on the Plan Administrator pursuant to the Plan, the Committee or any sub-delegate will exercise the powers delegated to it in the manner and on the terms authorized by the delegating party. Any decision made or action taken by the Committee or any sub-delegate arising out of or in connection with the administration or interpretation of the Plan in this context is final and conclusive and binding on the Corporation and all affiliates of the Corporation, all Participants and all other Persons.

### 3.3 Determinations Binding

Any decision made or action taken by the Board, the Committee or any sub-delegate to whom authority has been delegated pursuant to Section 3.2 arising out of or in connection with the administration interpretation of the Plan is final, conclusive and binding on all affected Persons, including the Corporation and any of its

Subsidiaries, the affected Participants and their Personal Representatives, any shareholder of the Corporation and all other Persons.

### 3.4 Eligibility

Subject to the discretion of the Plan Administrator, all Executives, Employees and Consultants are eligible to participate in the Plan. Participation in the Plan is voluntary and eligibility to participate does not confer upon any Executive, Employee or Consultant any right to receive any grant of an Option pursuant to the Plan. In addition, in order to be eligible to receive Options, in the case of Employees and Consultants, the Option Certificate to which they are a party must contain a representation of the Corporation and of such Employee or Consultant, as the case may be, that such Employee or Consultant is a *bona fide* Employee or Consultant of the Corporation or a Subsidiary of the Corporation, as the case may be.

### 3.5 Board Requirements

Any Option granted under the Plan shall be subject to the requirement that, if at any time the Corporation shall determine that the listing, registration or qualification of the Shares issuable pursuant to such Option upon any securities exchange or under any Applicable Laws of any jurisdiction, or the consent or approval of the Exchange and any securities commissions or similar securities regulatory bodies having jurisdiction over the Corporation is necessary as a condition of, or in connection with, the grant or exercise of such Option or the issuance or purchase of Shares thereunder, such Option may not be accepted or exercised 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. Participants shall, to the extent applicable, cooperate with the Corporation in complying with such legislation, rules, regulations and policies.

### 3.6 Liability Limitation and Indemnification

No member of the Board or the Committee shall be liable for any action or determination taken or made in good faith in the administration, interpretation, construction or application of the Plan or any Option Certificate or any Option granted hereunder.

### 3.7 Total Shares Subject to Options

Subject to adjustment pursuant to Article 8, the number of Shares hereby reserved for issuance to Participants under the Plan, together with all of the Corporation's other Security Based Compensation Arrangements, shall not exceed 10% of the number of Shares which are issued and outstanding on the particular Date of Grant of Options. There are 8,700,000 Options (the "**Outstanding Options**") outstanding on the date hereof which were granted under the Prior Plan, which will remain in full force and effect in accordance with their terms. The number of Shares issuable upon exercise of the Outstanding Options shall be included in the calculation of the maximum number of Shares issuable pursuant to Options. Any Shares subject to an Option which has been granted under the Plan and which has been cancelled, terminated, surrendered, forfeited or expired without having been exercised as provided for in the Plan shall again be available under the Plan.

### 3.8 Limits on Options

Notwithstanding anything in the Plan, if the Corporation is listed on the TSXV, the following limitations shall apply to the Plan and all Options thereunder so long as such limitations are required by the TSXV:

- (a) unless disinterested Shareholder Approval is obtained in accordance with the policies of the TSXV (or unless permitted otherwise by the policies of the TSXV):
  - (i) the maximum number of Shares that may be issued to any one Participant (and where permitted pursuant to the policies of the TSXV, any Company that is wholly-owned by the Participant) under the Plan, together with all of the Corporation's other Security Based Compensation Arrangements, within a 12-month period, may not exceed 5% of the issued Shares calculated on the Date of Grant;
  - (ii) the maximum number of Shares that may be issued to Insiders (as a group) under the Plan, together with all of the Corporation's other Security Based Compensation

Arrangements, within a 12-month period, may not exceed 10% of the issued Shares calculated on the Date of Grant; and

- (iii) the maximum number of Shares that may be issued to Insiders (as a group) under the Plan, together with all of the Corporation's other Security Based Compensation Arrangements, may not exceed 10% of the issued Shares at any time;
- (b) the maximum number of Shares that may be issued to any one Consultant under the Plan, together with all of the Corporation's other Security Based Compensation Arrangements, within a 12-month period, may not exceed 2% of the issued Shares calculated on the Date of Grant;
- (c) the maximum number of Shares issuable pursuant to Options which may be granted within any 12-month period to Investor Relations Service Providers in aggregate must not exceed 2% of the issued Shares calculated on the Date of Grant;
- (d) Options granted to Investor Relations Service Providers must vest in stages over a period of not less than 12 months with no more than 25% of the Options vesting in any three month period; and
- (e) any Options granted to a Participant who ceases to be a Participant under the Plan for any reason whatsoever shall terminate at a date no later than 12 months from the date such Participant ceases to be a Participant under the Plan.

### 3.9 Option Certificates

Each Option under the Plan will be evidenced by an Option Certificate. Each Option Certificate will be subject to the applicable provisions of the Plan and will contain such provisions as are required by the Plan and any other provisions that the Plan Administrator may direct.

### 3.10 Non-transferability of Options

No Option is assignable or transferable.

### 3.11 Resale Restrictions

Any Shares issued by the Corporation upon exercise or settlement of an Option are subject to any resale and trading restrictions in effect pursuant to Applicable Laws and the policies of the Exchange, and the Corporation shall be entitled to place any restriction or legend on any certificates representing such Shares accordingly. Any Option Certificate will bear the following legend, if required pursuant to the policies of the TSXV:

"Without prior written approval of the TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this certificate, and any securities issued upon exercise hereof, may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until **[The date that is four months and one day after the date of the grant of the Option will be inserted].**"

Any certificate representing Shares issued pursuant to an exercise of an Option before the date that is four month and one day after the date of grant of an Option will bear the following legend, if required pursuant to the policies of the TSXV:

"Without prior written approval of the TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this certificate may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until **[The date that is four months and one day after the date of the grant of the Option will be inserted].**"

## **ARTICLE 4**

### **INVITATION**

#### **4.1 Invitation**

- (a) Following determination that a Participant may participate in the Plan, the Board may at any time and from time to time make an Invitation to that Participant.
- (b) An Invitation to a Participant to apply for Options may be made on such terms and conditions as the Board decides from time to time, including as to:
  - (i) the number of Options for which that Participant may apply;
  - (ii) the Date of Grant;
  - (iii) the amount payable (if any) for the grant of each Option or how such amount is calculated;
  - (iv) the Exercise Price (if any);
  - (v) the vesting conditions (if any);
  - (vi) disposal restrictions attaching to the Shares issued upon exercise of Options (if any); and
  - (vii) any other supplementary terms and conditions, including those required under Applicable Laws.

#### **4.2 Form of Application**

An Invitation to a Participant must be accompanied by an Application Form and the Ancillary Documentation (if any).

## **ARTICLE 5 OPTIONS**

#### **5.1 Granting of Options**

The Plan Administrator may, from time to time, subject to Corporate Policies, the provisions of the Plan and such other terms and conditions as the Plan Administrator may determine, grant Options to any Participant, and in doing so, may, without limitation, in its discretion, (a) designate the Participants who may receive Options under the Plan, (b) fix the number of Options to be granted to each Participant and the date or dates on which such Options shall be granted, and (c) determine the relevant conditions and vesting schedules in respect of any Options.

#### **5.2 Options Account**

All Options received by a Participant shall be credited to an account maintained for the Participant on the books of the Corporation as of the Date of Grant. The terms and conditions of each Option grant shall be evidenced by an Option Certificate.

#### **5.3 Exercise Period of Options**

Subject to Sections 5.10, 6.1, and 8.4 and Article 7 the Date of Grant and the Expiry Date of an Option shall be the dates fixed by the Plan Administrator at the time the Option is granted and shall be set out in the Option Certificate issued in respect of such Option, provided that the duration of such Option will not exceed the maximum term permitted by each organized trading facility on which the Shares are listed, being 10 years for the TSXV from the Date of Grant of such Option.

#### **5.4 Number of Shares under an Option**

The number of Shares which may be purchased pursuant to an Option shall be determined by the Plan Administrator and shall be set out in the Option Certificate issued in respect of the Option.

#### **5.5 Exercise Price of an Option**

The Exercise Price at which a Participant may purchase a Share upon the exercise of an Option shall be determined by the Plan Administrator and shall be set out in the Option Certificate issued in respect of the Option. The Exercise Price shall not be less than the Market Price of the Shares as of the Date of Grant. The Market Price of the Shares for a particular Date of Grant shall be determined as follows:

- (a) for each organized trading facility on which the Shares are listed, Market Price will be:
  - (i) the closing trading price of the Shares on the day immediately preceding the issuance of the news release announcing the grant of the Option, or
  - (ii) if, in accordance with the policies of the TSXV, the Corporation is not required to issue a news release to announce the grant and exercise price of the Option, the closing trading price of the Shares on the day immediately preceding the Date of Grant,  
  
and may be less than this price if it is within the discounts permitted by the applicable Regulatory Authorities;
- (b) if the Shares are listed on more than one organized trading facility, the Market Price shall be the Market Price as determined in accordance with subparagraph (a) above for the primary organized trading facility on which the Shares are listed, as determined by the Plan Administrator, subject to any adjustments as may be required to secure all necessary Regulatory Approvals;
- (c) if the Shares are listed on one or more organized trading facilities but have not traded during the ten trading days immediately preceding the Date of Grant, then the Market Price will be, subject to any adjustments as may be required to secure all necessary Regulatory Approvals, such value as is determined by the Plan Administrator; and
- (d) if the Shares are not listed on any organized trading facility, then the Market Price will be, subject to any adjustments as may be required to secure all necessary Regulatory Approvals, such value as is determined by the Plan Administrator to be the fair value of the Shares, taking into consideration all factors that the Plan Administrator deems appropriate, including, without limitation, recent sale and offer prices of the Shares in private transactions negotiated at arms' length.

Notwithstanding anything else contained herein, in no case will the Market Price be less than the minimum prescribed by each of the organized trading facilities that would apply to the Corporation on the Date of Grant in question.

#### **5.6 Vesting of Options and Acceleration**

Subject to the limitations in Section 3.8 and all applicable Regulatory Rules, the vesting schedule for an Option, if any, shall be determined by the Plan Administrator and shall be set out in the Option Certificate issued in respect of the Option. The Plan Administrator may elect, at any time, to accelerate the vesting schedule of one or more Options including, without limitation, on a Triggering Event, and such acceleration will not be considered an amendment to the Option in question requiring the consent of the Participant under Section 9.2 of the Plan. Notwithstanding the foregoing, if the Corporation is listed on the TSXV, no acceleration to the vesting schedule of one or more Options granted to an Investor Relations Service Provider can be made without the prior written acceptance of the TSXV.

#### **5.7 Additional Terms**

Subject to all applicable Regulatory Rules and all necessary Regulatory Approvals, the Plan Administrator may attach additional terms and conditions to the grant of a particular Option, such terms and conditions to be

set out in the Option Certificate. The Option Certificates will be issued for convenience only, and in the case of a dispute with regard to any matter in respect thereof, the provisions of the Plan and the records of the Corporation shall prevail over the terms and conditions in the Option Certificate.

## 5.8 Exercise of Options

An Option may be exercised only by the Participant or the Personal Representative of any Participant. A Participant or the Personal Representative of any Participant may exercise an Option in whole or in part at any time and from time to time during the Exercise Period up to the Expiry Time on the Expiry Date by delivering to the Plan Administrator the required Exercise Notice, the applicable Option Certificate and one of following forms of consideration, subject to Applicable Laws:

- (a) *Cash Exercise* - Consideration may be paid by a Participant sending a wire transfer, certified cheque or bank draft payable to the Corporation in an amount equal to the aggregate Exercise Price of the Shares then being purchased pursuant to the exercise of the Option.
- (b) *Cashless Exercise* - Subject to approval from the Plan Administrator and further subject to the Shares being traded on the Exchange, consideration may be paid by a Participant as follows: (i) a brokerage firm loans money to the Participant in order for the Participant to exercise Options to acquire the underlying Shares (the “**Loan**”); (ii) the brokerage firm then sells a sufficient number of Shares to cover the Exercise Price of the Options that were exercised by the Participant in order to repay the Loan; and (iii) the brokerage firm receives an equivalent number of Shares from the exercise of the Options and the Participant receives the balance of the Shares or the cash proceeds from the balance of such Shares.
- (c) *Net Exercise* - Subject to approval from the Plan Administrator and further subject to the Shares being traded on the Exchange, consideration may be paid by reducing the number of Shares otherwise issuable under the Options such that, in lieu of a cash payment to the Corporation, a Participant, excluding Investor Relations Service Providers, only receives the number of Shares that is equal to the quotient obtained by dividing: (i) the product of the number of Options being exercised multiplied by the difference between the VWAP of the underlying Shares and the Exercise Price of the subject Options, by (ii) the VWAP of the underlying Shares.

In the event of a Cashless Exercise or Net Exercise, the number of Options exercised, surrendered or converted, and not the number of Shares actually issued by the Corporation, must be included in calculating the limits set forth in Sections 3.7, 3.8(a), 3.8(b) and 3.8(c).

## 5.9 Issue of Share Certificates or Direct Registration Statements

As soon as reasonably practicable following the receipt of the Exercise Notice, the Plan Administrator shall cause to be delivered to the Participant a certificate or direct registration statement for the Shares so purchased. If the number of Shares so purchased is less than the number of Shares subject to the Option Certificate surrendered, the Plan Administrator shall also provide a new Option Certificate for the balance of Shares available under the Option to the Participant concurrent with delivery of the certificate or direct registration statement for the Shares.

## 5.10 Termination of Options

Subject to such other terms or conditions that may be attached to Options granted hereunder, a Participant may exercise an Option in whole or in part at any time and from time to time during the Exercise Period. Any Option or part thereof not exercised within the Exercise Period shall terminate and become null, void and of no effect as of the Expiry Time on the Expiry Date. The Expiry Date of an Option shall be the earlier of the date so fixed by the Plan Administrator at the time the Option is granted as set out in the Option Certificate and the date established, if applicable, pursuant to Article 7.

## **ARTICLE 6 ADDITIONAL OPTION TERMS**

### **6.1 Withholding Taxes**

The granting, vesting or exercise of each Option under the Plan is subject to the condition that if at any time the Plan Administrator determines, in its discretion, that the satisfaction of withholding tax or other withholding liabilities is necessary or desirable in respect of such grant, vesting or exercise, such action is not effective unless such withholding has been effected to the satisfaction of the Plan Administrator. In such circumstances, the Plan Administrator may require that a Participant pay to the Corporation the minimum amount as the Corporation or a Subsidiary of the Corporation is obliged to remit to the relevant taxing authority in respect of the granting, vesting or exercise of the Option. Any such additional payment is due no later than the date on which such amount with respect to the Option is required to be remitted to the relevant tax authority by the Corporation or a Subsidiary of the Corporation, as the case may be. Alternatively, and subject to any requirements or limitations under Applicable Law, the Corporation may (a) withhold such amount from any remuneration or other amount payable by the Corporation or a Subsidiary of the Corporation to the Participant, (b) require the sale of a number of Shares issued upon exercise or vesting of such Option and the remittance to the Corporation of the net proceeds from such sale sufficient to satisfy such amount or (c) enter into any other suitable arrangements for the receipt of such amount. For greater certainty, the application of this Section 6.1 to any granting, vesting or exercise of an Option 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 6.1 if required pursuant to such policies.

Participants (or their beneficiaries) shall be responsible for all taxes with respect to any Options granted under the Plan, whether arising as a result of the grant or payment in respect of the Option or otherwise. The Corporation, the Plan Administrator and the Board make no guarantees to any Person regarding the tax treatment of an Option or issuances of Shares and none of the Corporation, the Board, the Plan Administrator or any of the Executives, Employees, Consultants, agents, advisors or representatives of the Corporation or the Subsidiary of the Corporation shall have any liability to a Participant with respect thereto.

### **6.2 Recoupment**

Notwithstanding any other terms of the Plan, Options may be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of any clawback, recoupment or similar policy adopted by the Corporation or a Subsidiary of the Corporation and in effect at the Date of Grant of the Option, or as otherwise required by law or the rules of the Exchange. The Plan Administrator may at any time waive the application of this Section 6.2 to any Participant or category of Participants.

### **6.3 No Other Benefit**

- (a) No amount will be paid to, or in respect of, a Participant under the Plan to compensate for a downward fluctuation in the price of a Share or the value of any Option granted, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose.
- (b) The Corporation makes no representations or warranties to Participants with respect to the Plan or any Options whatsoever. Participants are expressly advised that the value of any Options issued pursuant to the Plan will fluctuate as the trading price of the Shares fluctuates.
- (c) In seeking the benefits of participation in the Plan, the Participant shall exclusively accept all risks associated with a decline in the trading price of the Shares and all other risks associated with the holding of any Options.

## **ARTICLE 7 TERMINATION OF EMPLOYMENT OR SERVICES**

### **7.1 Termination of Participant**

Subject to Article 8 and unless otherwise determined by the Plan Administrator or as set forth in an Option Certificate:



- (a) where a Participant's employment or services are terminated by the Corporation or a Subsidiary of the Corporation for Cause, then each Option held by the Participant that has not Vested as of the Termination Date is immediately forfeited and cancelled as of the Termination Date. The Plan Administrator, in its discretion, shall determine the effect of all matters and questions relating to whether a Participant has been discharged for Cause. In addition, where a Participant's employment or services are terminated by the Corporation or a Subsidiary of the Corporation for Cause, the Plan Administrator may, in its discretion, determine that all Options held by the Participant that have Vested as of the Termination Date shall immediately become forfeited, cancelled, null and void, failing which, all Options held by the Participant that have Vested as of the Termination Date shall be exercisable in accordance with Section 5.8 at any time during the period that terminates on the earlier of: (i) the Expiry Date; (ii) a date determined by the Plan Administrator in its discretion; and (iii) the first anniversary of the Termination Date. Any Option that remains unexercised shall be immediately forfeited upon the termination of such period;
- (b) where a Participant ceases to hold office or his or her position, as applicable, by reason of voluntary resignation by the Participant, then each Option held by the Participant that has not Vested as of the Termination Date is immediately forfeited and cancelled as of the Termination Date. All Options held by the Participant that have Vested as of the Termination Date shall be exercisable in accordance with Section 5.8 at any time during the period that terminates on the earlier of: (i) the Expiry Date; (ii) a date determined by the Plan Administrator in its discretion; and (iii) the first anniversary of the Termination Date. Any Option that remains unexercised shall be immediately forfeited upon the termination of such period;
- (c) where a Participant's employment or services are terminated by the Corporation or a Subsidiary of the Corporation without Cause (whether such termination occurs with or without any or adequate reasonable notice, or with or without any or adequate compensation in lieu of such reasonable notice); then:
  - (i) a portion of any Options held by the Participant that are not yet Vested shall immediately vest, with such portion to be equal to the number of unvested Options multiplied by a fraction the numerator of which is the number of days between the Date of Grant and the Termination Date and the denominator of which is the number of days between the Date of Grant and the date the unvested Options were originally scheduled to vest. For clarity and by way of example, if a Participant's employment is terminated 400 days following the Date of Grant and unvested Options were originally scheduled to vest 600 days from the Date of Grant, two-thirds of the unvested Options will immediately vest;
  - (ii) subject to Section 7.1(c)(i), any Options held by the Participant that are not yet Vested at the Termination Date after the application of Section 7.1(c)(i) shall be immediately forfeited to the Corporation; and
  - (iii) any Options held by the Participant that have Vested as of the Termination Date or Vested pursuant to Section 7.1(c)(i) shall be settled in accordance with Section 5.8 at any time during the period that terminates on the earlier of: (i) the Expiry Date; (ii) a date determined by the Plan Administrator in its discretion; and (iii) the first anniversary of the Termination Date. Any Option that remains unexercised shall be immediately forfeited upon the termination of such period;
- (d) notwithstanding that such date may be prior to the Termination Date, a Participant's eligibility to receive further grants of Options under the Plan ceases as of the date that: (i) the Corporation or a Subsidiary of the Corporation, as the case may be, provides the Participant with written notification that the Participant's employment or services are terminated in the circumstances contemplated by this Section 7.1, or (ii) the Participant provides the Corporation or a Subsidiary of the Corporation, as the case may be, with written notification of the Participant's voluntary resignation;
- (e) unless the Plan Administrator, in its discretion, otherwise determines, at any time and from time to time, Options shall not be affected by a change of employment agreement or

arrangement, or directorship within or among the Corporation or a Subsidiary of the Corporation for so long as the Participant continues to be an Executive, Employee or Consultant, as applicable, of the Corporation or a Subsidiary of the Corporation.

## **7.2 Leave of Absence**

If a Participant is on sick leave or other *bona fide* leave of absence, such Participant shall continue to be deemed a "Participant" for the purposes of an outstanding Option during the period of such leave, provided that it does not exceed 90 days (or such longer period as may be determined by the Plan Administrator in its discretion). If the period of leave exceeds 90 days (or such longer period as may be determined by the Plan Administrator in its discretion), the relationship shall be deemed to have been terminated by the Participant voluntarily on the 91st day (or the first day immediately following any period of leave in excess of 90 days as approved by the Plan Administrator) of such leave, unless the Participant's right to reemployment or reengagement of services with the Corporation or a Subsidiary of the Corporation, as applicable, is guaranteed by statute or contract.

## **7.3 Death or Disability**

Where a Participant's employment or services are terminated by reason of the death of the Participant or the Participant becomes Disabled, then each Option held by the Participant that has not Vested as of the date of the death or Disability, as applicable, of such Participant shall vest on such date, and be exercisable in accordance with Section 5.8 at any time during the period that terminates on the earlier of: (i) the Expiry Date; and (ii) first anniversary of the date of the death or Disability of the Participant. Any Option that remains unexercised shall be immediately forfeited upon the termination of such period. A Participant's eligibility to receive further grants of Options under the Plan ceases as of the date of the death or Disability of the Participant.

## **7.4 Discretion to Permit Acceleration**

Notwithstanding the provisions of this Article 7, subject to any necessary Regulatory Approvals and, in the case of Options granted to Investor Relations Service Providers, Section 3.8(d) and Section 5.6 the Plan Administrator may, in its discretion, at any time prior to, or following the events contemplated in Article 7, permit the acceleration of vesting of any or all Options, all in the manner and on the terms as may be authorized by the Plan Administrator, and if such discretion is taken and the vesting of any or all Options occurs, then such Options will be exercised in accordance with Section 5.8.

# **ARTICLE 8 EVENTS AFFECTING THE CORPORATION**

## **8.1 Change in Control**

Except as may be set forth in an employment agreement or other written agreement between the Corporation or a Subsidiary of the Corporation and the Participant and subject to any necessary Regulatory Approvals:

- (a) Unless determined otherwise by the Plan Administrator, if within 12 months following the completion of a transaction resulting in a Change in Control, (i) a Participant's employment or directorship is terminated by the Corporation or a Subsidiary of the Corporation without Cause or (ii) a Participant resigns for Good Reason, without any action by the Plan Administrator, the vesting of all Options held by such Participant shall immediately accelerate and vest on the date of such Participant's termination or resignation for Good Reason and the Options shall be exercisable in accordance with Section 5.8 at any time during the period that terminates on the earlier of: (i) the Expiry Date; (ii) a date determined by the Plan Administrator in its discretion; and (iii) the first anniversary of the Termination Date. Any Option that remains unexercised shall be immediately forfeited upon the termination of such period.
- (b) Notwithstanding Section 8.1(a), and subject to compliance with the rules of any applicable securities Exchange, the Plan Administrator may, without the consent of any Participant, and subject to prior TSXV acceptance pursuant to Section 9.2(a), as applicable, take such steps as it deems necessary or desirable in connection with a Change in Control, including, without limitation, to cause: (i) the conversion or exchange of any outstanding Options into or for, rights or other securities of substantially equivalent value (or greater value), as determined by the Plan Administrator in its discretion, in any entity participating in or resulting from a Change

in Control; (ii) outstanding Options to vest and become realizable, or payable; (iii) restrictions applicable to an Option to lapse, in whole or in part prior to or upon consummation of such Change in Control, and, to the extent the Plan Administrator determines, terminate upon or immediately prior to the effectiveness of such Change in Control; (iv) the termination of an Option in exchange for an amount of cash and/or property, if any, equal to the amount that would have been attained upon the settlement of such Option or realization of the Participant's rights as of the date of the occurrence of the transaction (and, for the avoidance of doubt, if as of the date of the occurrence of the transaction the Plan Administrator determines in good faith that no amount would have been attained upon the settlement of such Option or realization of the Participant's rights, then such Option may be terminated by the Corporation without payment); (v) the replacement of such Option with other rights or property selected by the Board in its discretion; or (vi) any combination of the foregoing. In taking any of the actions permitted under this Section 8.1(a), the Plan Administrator will not be required to treat all Options similarly in the transaction.

## **8.2 Triggering Events**

Subject to any necessary Regulatory Approvals and notwithstanding any other provisions of the Plan or any Option Certificate, the Plan Administrator may, without the consent of the Participant in question cause all or a portion of any of the Options granted under the Plan to terminate upon the occurrence of a Triggering Event, provided that the Corporation must give written notice to the Participant in question not less than 10 days prior to the consummation of a Triggering Event so as to permit the Participant the opportunity to exercise the Vested portion of the Options prior to such termination. Upon the giving of such notice and subject to any necessary Regulatory Approvals, all Options or portions thereof granted under the Plan which the Corporation proposes to terminate shall become immediately exercisable notwithstanding any contingent vesting provision to which such Options may have otherwise been subject.

## **8.3 Reorganization of Corporation's Capital**

- (a) Should the Corporation effect a subdivision or consolidation of Shares or any similar capital reorganization or a payment of a stock dividend (other than a stock dividend that is in lieu of a cash dividend), or should any other change be made in the capitalization of the Corporation that does not constitute a Change in Control, or in the event of an amalgamation, combination, arrangement, merger or other transaction or reorganization involving the Corporation and occurring by exchange of Shares, by sale or lease of assets or otherwise, that does not constitute a Change in Control, that would warrant the amendment or replacement of any existing Options in order to adjust the number of Shares that may be acquired on the vesting of outstanding Options and/or the terms of any Option in order to preserve proportionately the rights and obligations of the Participants holding such Options, the Plan Administrator may, subject to the prior approval of the Exchange, if required, authorize such steps to be taken as it may consider to be equitable and appropriate to that end, including, but not limited to, permitting the immediate vesting of any unvested Options and amending the Exercise Price payable per Share.

## **8.4 Assumptions of Options in Acquisitions**

Notwithstanding any other provision of the Plan, in connection with a Reverse Takeover, a Change of Business, a Reorganization or an acquisition pursuant to Policy 5.3 – *Acquisitions and Dispositions of Non- Cash Assets* of the TSXV Manual, subject to prior TSXV acceptance, security based compensation of a target Company may be cancelled and replaced with substantially equivalent Options under the Plan without shareholder approval, provided that: (a) the number of Shares issuable pursuant to the Options (and their applicable exercise price) is adjusted in accordance with the share exchange ratio applicable to the particular transaction, regardless of whether the adjusted exercise price is below the current Market Price; and (b) any other applicable policies of the TSXV have been complied with.

## **8.5 No Restriction on Action**

The existence of the Plan and of any Options granted hereunder shall not affect, limit or restrict in any way the right or power of the Corporation, the Board or the Corporation's shareholders to make or authorize any adjustment, 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. No Participant or any other Person shall have any claim against any member of the Committee or the Corporation or any Employees, Officers or agents of the Corporation as a result of any such action.

#### **8.6 Issue by Corporation of Additional Shares**

Except as expressly provided in this Article 8, neither the issue by the Corporation of shares of any class or securities convertible into or exchangeable for shares of any class, nor the conversion or exchange of such shares or securities, affects, and no adjustment by reason thereof is to be made with respect to the number of Shares that may be acquired as a result of a grant of Options.

#### **8.7 Fractions**

No fractional Shares will be issued pursuant to an Option. Accordingly, if, as a result of any adjustment under this Article 8, a Participant would become entitled to a fractional Share, the Participant has the right to acquire only the adjusted number of full Shares (rounded down to the nearest whole number) and no payment or other adjustment will be made with respect to the fractional Shares, which shall be disregarded.

### **ARTICLE 9 AMENDMENT, SUSPENSION OR TERMINATION OF THE PLAN**

#### **9.1 Discretion of the Plan Administrator**

Subject to any Regulatory Approvals, including, where required, the approval of the TSXV and to Section 9.2, the Plan Administrator may, from time to time, without notice to or approval of the Participants or of the shareholders of the Corporation, amend, modify, change, suspend or terminate the Plan or any Options granted pursuant to the Plan as it, in its discretion, determines appropriate, provided, however, that, no such amendment, modification, change, suspension or termination of the Plan or any Options granted hereunder may materially impair any rights of a Participant or materially increase any obligations of a Participant under the Plan without the consent of the Participant, unless the Plan Administrator determines such adjustment is required or desirable in order to comply with any Applicable Laws or Exchange requirements or as otherwise set out in the Plan.

#### **9.2 Amendment of Option or Plan**

Notwithstanding Section 9.1 and subject to any rules of the Exchange, if the Corporation is listed on the TSXV, the following limitations shall apply to the Plan and all Options thereunder so long as such limitations are required by the TSXV:

- (a) any adjustment to Options, other than in connection with a security consolidation or security split, is subject to the prior acceptance of the TSXV;
- (b) any amendment to the security based compensation is subject to the prior acceptance of the TSXV, except for amendments to: (i) reduce the number of Shares that may be issued under the security based compensation, (ii) increase the Exercise Price of Options, or (iii) cancel Options (for nil consideration);
- (c) subject to any rules of the TSXV, approval of shareholders of the Corporation shall be required for any amendment to the Plan except for amendments to: (i) fix typographical errors, and (ii) clarify existing provisions of the Plan and which do not have the effect of altering the scope, nature and intent of such provisions; and
- (d) disinterested Shareholder Approval is required for any reduction in the Exercise Price or extending the term of an Option if the Participant is an Insider at the time of the proposed amendment.

## **ARTICLE 10 MISCELLANEOUS**

### **10.1 Legal Requirement**

The Corporation is not obligated to grant any Options, issue any Shares or other securities, make any payments or take any other action if, in the opinion of the Plan Administrator, in its discretion, such action would constitute a violation by a Participant or the Corporation of any provision of any applicable statutory or regulatory enactment of any government or government agency or the requirements of any Exchange upon which the Shares may then be listed.

### **10.2 Rights of Participant**

No Participant has any claim or right to be granted an Option and the granting of any Option is not to be construed as giving a Participant a right to remain as an Executive, Employee or Consultant of the Corporation or a Subsidiary of the Corporation. Neither the Participant nor such Participant's Personal Representatives shall have any rights whatsoever as a shareholder of the Corporation in respect of Shares issuable pursuant to any Option until the allotment and issuance to such Participant or the liquidator, executor or administrator, as the case may be, of the estate of such Participant, of certificates representing such Shares (or in the case of Shares issued in uncertificated form, receipt of evidence of a book position on the register of the shareholders of the Corporation maintained by the transfer agent and registrar of the Corporation).

### **10.3 Conflict**

In the event of any conflict between the provisions of the Plan and the provisions of an Option Certificate, an employment agreement or another written agreement between the Corporation or a Subsidiary of the Corporation and a Participant, the provisions of the Plan shall govern.

### **10.4 Anti-Hedging Policy**

By accepting the Option, each Participant acknowledges that he or she is restricted from purchasing financial instruments such as prepaid variable forward contracts, equity swaps, collars, or units of exchange funds that are designed to hedge or offset a decrease in market value of Options.

### **10.5 No Guarantee of Tax Consequences**

Neither the Plan Administrator nor the Corporation makes any commitment or guarantee that any specific tax treatment will apply or be available to the Participants.

### **10.6 Participant Information**

Each Participant shall provide the Corporation with all information (including personal information) required by the Corporation in order to administer the Plan. Each Participant acknowledges that information required by the Corporation in order to administer the Plan may be disclosed to any custodian appointed in respect of the Plan and other third parties, and may be disclosed to such Persons (including Persons located in jurisdictions other than the Participant's jurisdiction of residence), in connection with the administration of the Plan. Each Participant consents to such disclosure and authorizes the Corporation to make such disclosure on the Participant's behalf.

### **10.7 Participation in the Plan**

The participation of any Participant in the Plan is entirely voluntary and not obligatory and shall not be interpreted as conferring upon such Participant any rights or privileges other than those rights and privileges expressly provided in the Plan. In particular, participation in the Plan does not constitute a condition of employment or engagement nor a commitment on the part of the Corporation to ensure the continued employment or engagement of such Participant.

### **10.8 Successors and Assigns**

The Plan shall be binding on all successors and assigns of the Corporation and its affiliates.

#### **10.9 Severability**

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

#### **10.10 Notices**

All written notices to be given by the Participant to the Corporation shall be delivered by (a) hand or courier, with all fees and postage prepaid, addressed the Corporate Secretary of the Corporation at the address of the principal executive offices of the Corporation, or designated otherwise by the Corporation in writing; or (b) email to the email address that the parties regularly use to correspond with one another or to any other email address specified by the Corporation in writing to the Participant:

Such notices are, if delivered by hand or by courier, deemed to have been given by the sender and received by the addressee at the time of delivery. Any notice sent by email will be deemed to have been given by the sender and received by the addressee on the first Business Day after it was transmitted. Any notice given by either the Participant or the Corporation is not binding on the recipient thereof until received.

#### **10.11 Effective Date and Replacement**

The Plan shall become effective upon the receipt of all required shareholder and regulatory approvals, being the Effective Date, and will replace the Prior Plan. All awards granted under the Prior Plan and which remain outstanding at the Effective Date will remain in full force and effect in accordance with their terms; however, following the Effective Date, no additional grants shall be made under the Prior Plan, and the Prior Plan will terminate on the date upon which no further Outstanding Options remain outstanding.

#### **10.12 Governing Law**

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

#### **10.13 Submission to Jurisdiction**

The Corporation and each Participant irrevocably submits to the exclusive jurisdiction of the courts of competent jurisdiction in the Province of British Columbia in respect of any action or proceeding relating in any way to the Plan, including with respect to the grant of Options and any issuance of Shares made in accordance with the Plan.

**APPENDIX “C”**

**EQUITY INCENTIVE PLAN**

See attached.

**SARAMA RESOURCES LTD.**

**EQUITY INCENTIVE PLAN**

**Effective Date: November 9, 2022**

Approved by the Board of  
Directors on November 9, 2022.

Approved by the  
Shareholders on [x] 2022.



## TABLE OF CONTENTS

ARTICLE 1 PURPOSE .....	4
1.1 Purpose .....	4
ARTICLE 2 INTERPRETATION .....	4
2.1 Definitions .....	4
2.2 Interpretation .....	9
ARTICLE 3 ADMINISTRATION.....	9
3.1 Administration .....	9
3.2 Delegation to Committee .....	11
3.3 Determinations Binding.....	11
3.4 Eligibility .....	11
3.5 Board Requirements .....	11
3.6 Liability Limitation and Indemnification .....	12
3.7 Total Shares Subject to Awards.....	12
3.8 Limits on Awards.....	12
3.9 Award Agreements .....	12
3.10 Non-transferability of Awards.....	12
3.11 Resale Restrictions .....	13
ARTICLE 4.....	13
4.1 Invitation .....	13
4.2 Form of Application .....	13
ARTICLE 5 SHARE UNITS .....	13
5.1 Granting of Share Units .....	13
5.2 Share Unit Account .....	13
5.3 Vesting of Share Units .....	13
5.4 Settlement of Vested Share Units.....	14
ARTICLE 6 DEFERRED SHARE UNITS .....	14
6.1 Granting of DSUs to Directors for Director Fees .....	14
6.2 Granting of DSUs to Participants .....	15
6.3 DSU Account.....	15
6.4 Vesting of DSUs.....	15
6.5 Settlement of Vested DSUs .....	15
ARTICLE 7 ADDITIONAL AWARD TERMS.....	16
7.1 Dividend Equivalents .....	16
7.2 Withholding Taxes .....	16
7.3 Compliance with the Tax Act .....	17

7.4	Recoupment.....	17
7.5	No Other Benefit .....	17
ARTICLE 8 TERMINATION OF EMPLOYMENT OR SERVICES .....		17
8.1	Termination of Participant .....	17
8.2	Leave of Absence .....	18
8.3	Death or Disability .....	19
8.4	Discretion to Permit Acceleration.....	19
ARTICLE 9 EVENTS AFFECTING THE CORPORATION .....		19
9.1	Change in Control .....	19
9.2	Triggering Events .....	20
9.3	Reorganization of Corporation's Capital .....	20
9.4	Assumptions of Awards in Acquisitions .....	20
9.5	No Restriction on Action .....	20
9.6	Issue by Corporation of Additional Shares .....	20
9.7	Fractions .....	21
ARTICLE 10 AMENDMENT, SUSPENSION OR TERMINATION OF THE PLAN .....		21
10.1	Amendment, Suspension, or Termination of the Plan .....	21
10.2	Shareholder Approval .....	21
ARTICLE 11 MISCELLANEOUS.....		21
11.1	Legal Requirement.....	21
11.2	Rights of Participant.....	21
11.3	Conflict .....	22
11.4	Anti-Hedging Policy.....	22
11.5	No Guarantee of Tax Consequences .....	22
11.6	Participant Information .....	22
11.7	Participation in the Plan .....	22
11.8	Successors and Assigns.....	22
11.9	Severability.....	22
11.10	Notices .....	22
11.11	Effective Date and Replacement .....	22
11.12	Governing Law .....	23
11.13	Submission to Jurisdiction .....	23

## **EQUITY INCENTIVE PLAN**

### **ARTICLE 1 PURPOSE**

#### **1.1 Purpose**

The purpose of the Plan is to provide the Corporation with a share-related mechanism to attract, retain and motivate qualified Executives, Employees and Consultants of the Corporation and its Subsidiaries, to reward such of those Executives, Employees and Consultants as may be granted Awards under the Plan by the Board from time to time for their contributions toward the long term goals and success of the Corporation and to enable and encourage such Executives, Employees and Consultants to acquire Shares as long term investments and proprietary interests in the Corporation.

### **ARTICLE 2 INTERPRETATION**

#### **2.1 Definitions**

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

**“Ancillary Documentation”** means all documentation which the Board specifies in an Invitation that a Participant must enter into and/or provide in connection with an Application for Awards.

**“Applicable Laws”** means the applicable laws and regulations and the requirements or policies of any governmental, regulatory authority, securities commission and stock exchange having authority over the Corporation or the Plan;

**“Application”** means, in respect of an Award, an application for that Award made by a Participant in response to an Invitation.

**“Application Form”** means an Application form attached to, or enclosed with, an Invitation.

**“Award”** means any Share Unit or Deferred Share Unit granted under the Plan;

**“Award Agreement”** means a signed, written agreement between a Participant and the Corporation, in the form or any one of the forms approved by the Plan Administrator, evidencing the terms and conditions on which an Award has been granted under the Plan and which need not be identical to any other such agreements;

**“Board”** means the board of directors of the Corporation;

**“Business Day”** means a day, other than a Saturday or Sunday, on which the principal commercial banks in the City of Vancouver are open for commercial business during normal banking hours;

**“Cash Fees”** has the meaning set forth in Section 6.1(a);

**“Cause”** means:

- (a) unless the applicable Award Agreement states otherwise, with respect to any Employee, Officer or Consultant:
  - (i) if such Employee, Officer or Consultant is a party to an employment or service agreement with the Corporation or any of its Subsidiaries and such agreement provides for a definition of Cause, the definition contained therein; or
  - (ii) if no such agreement exists, or if such agreement does not define Cause, any act or omission that would entitle the Corporation to terminate the employment or service agreement of such Employee, Officer or Consultant, without notice or compensation under the common law for just cause, including, without in any way limiting its meaning under the common law: (A) the failure of the Employee, Officer or Consultant to carry out its duties properly or to comply with the rules, policies and practices of the Corporation or any of its Subsidiaries, as applicable; (B) a material breach of any agreement with the Corporation or any of its Subsidiaries, as applicable, or a material

violation of any written policy of the Corporation or any of its Subsidiaries, as applicable; (C) the indictment for or conviction of an indictable offence or any summary offence involving material dishonesty or moral turpitude; (D) a material fiduciary breach with respect to the Corporation or any of its Subsidiaries, as applicable; (E) fraud, embezzlement or similar conduct that results in or is reasonably likely to result in harm to the reputation or business of the Corporation or any of its Subsidiaries; or (F) gross negligence or willful misconduct with respect to the Corporation or any of its Subsidiaries; and

- (b) with respect to any Director, a determination by a majority of the disinterested Board members that the Director has engaged in any of the following:
  - (i) gross misconduct or neglect;
  - (ii) willful conversion of corporate funds;
  - (iii) false or fraudulent misrepresentation inducing the Director's appointment; or
  - (iv) repeated failure to participate in Board meetings on a regular basis despite having received proper notice of the meetings in advance;

**"Change in Control"** means, unless otherwise defined in the Participant's employment or service agreement or in the applicable Award Agreement, the occurrence of any one or more of the following events:

- (a) the direct or indirect acquisition or conversion from time to time of more than 20% of the issued and outstanding Shares, in aggregate, by a Person or group of Persons acting in concert, other than through an employee share purchase plan or employee share ownership plan;
- (b) a change in the composition of the Board which results in the majority of the directors of the Corporation not being individuals nominated by the Corporation's then incumbent directors; or
- (c) a merger, amalgamation, arrangement or reorganization of the Corporation with one or more corporations as a result of which, immediately following such event, the shareholders of the Corporation as a group, as they were immediately prior to such event, hold less than a majority of the outstanding Voting Shares of the surviving corporation;

**"Change of Business"** has the meaning attributed thereto in Policy 5.2 – *Change of Business and Reverse Takeovers*, as amended from time to time, of the TSXV Manual;

**"Committee"** has the meaning set forth in Section 3.2;

**"Company"** means a corporation, incorporated association or organization, body corporate, partnership, trust, association or other entity other than an individual;

**"Consultant"** has the meaning attributed thereto in Policy 4.4 – *Security Based Compensation*, as amended from time to time, of the TSXV Manual;

**"Corporate Policies"** means any of the policies of the Corporation;

**"Corporation"** means Sarama Resources Ltd.;

**"Date of Grant"** means, for any Award, the date specified by the Plan Administrator at the time it grants the Award (which, for greater certainty, shall be no earlier than the date on which the Board meets or otherwise acts for the purpose of granting such Award) or if no such date is specified, the date upon which the Award was granted;

**"Deferred Share Unit"** or **"DSU"** means a right, granted to a Participant in accordance with Article 6, subject to the provisions of the Plan;

**"Director"** means a director (as defined under Securities Laws) of the Corporation or of any of its Subsidiaries;

**"Director Fees"** means any compensation (including annual retainer and meeting fees, if any) paid by the Corporation to a Director in a calendar year for service on the Board;

**“Disabled”** or **“Disability”** means a physical injury or mental incapacity of a nature which the Plan Administrator determines prevents or would prevent the Participant from satisfactorily performing the substantial and material duties of his or her position with the Corporation or any of its Subsidiaries;

**“DSU Settlement Date”** has the meaning set forth in Section 6.5(a);

**“Effective Date”** means the date the Plan becomes effective, which shall be upon receipt of all shareholder and regulatory approvals;

**“Elected Amount”** has the meaning set forth in Section 6.1(a);

**“Electing Person”** means a Participant who is, on the applicable Election Date, a Director;

**“Election Date”** means the date on which the Electing Person files an Election Notice in accordance with Section 6.1(b);

**“Election Notice”** has the meaning set forth in Section 6.1(b);

**“Employee”** has the meaning attributed thereto in Policy 4.4 – *Security Based Compensation*, as amended from time to time, of the TSXV Manual;

**“Exchange”** means the TSXV and any other exchange on which the Shares are or may be listed from time to time;

**“Executive”** means a Director or Officer;

**“Good Reason”** means any one or more of the following events occurring following a Change in Control and without the Participant’s written consent:

- (a) the Participant is placed in a position of lesser stature than its current position and, is assigned duties that would result in a material change in the nature or scope of powers, authority, functions or duties inherent in such a position immediately prior to the Change in Control;
- (b) a material decrease in the Participant’s base salary or a material decrease in the Participant’s short-term incentive grants, long-term incentive grants, benefits, vacation or other compensation;
- (c) a requirement that the Participant relocate to a location greater than 40 kilometers from the Participant’s primary work location immediately prior to the Change in Control; or
- (d) any action or event that would constitute constructive dismissal of the Participant at common law;

**“Insider”** means:

- (a) a Director or senior officer of the Corporation;
- (b) a Director or senior officer of a Company that is an Insider or a Subsidiary of the Corporation;
- (c) a Person that beneficially owns or controls, directly or indirectly, Voting Shares of the Corporation carrying more than 10% of the voting rights attached to the Voting Shares of the Corporation; or
- (d) the Corporation itself if it holds any of its own securities;

**“Investor Relations Activities”** has the meaning attributed thereto in Policy 1.1 – *Interpretation*, as amended from time to time, of the TSXV Manual;

**“Invitation”** means an invitation to a Participant to apply for the grant of one or more Awards made in accordance with this Plan and in the form approved by the Board from time to time;

**“Market Price”** has the meaning attributed thereto in Policy 1.1 – *Interpretation*, as amended from time to time, of the TSXV Manual;

**“Officer”** means an officer (as defined under Securities Laws) of the Corporation or of any of its Subsidiaries;

**“Participant”** means an Executive, Employee or Consultant to whom an Award has been granted under the Plan. Notwithstanding the foregoing and any other provision of the Plan, no Person who performs Investor Relations Activities on behalf of the Corporation or a Subsidiary of the Corporation shall be a Participant;

**“Participant Service Separation Date”** means the date of a Participant’s death, or retirement from, or loss of office or employment with, or provision of services to, the Corporation or any of its Subsidiaries, including: (i) the voluntary resignation or retirement of a Director from the Board; or (ii) the removal of such Director from the Board whether by shareholder resolution or failure to achieve re-election;

**“Performance Goals”** means performance goals expressed in terms of attaining a specified level of the particular criteria or the attainment of a percentage increase or decrease in the particular criteria, and may be applied to one or more of the Corporation, a Subsidiary of the Corporation, a division of the Corporation or of a Subsidiary of the Corporation, or an individual, or may be applied to the performance of the Corporation or a Subsidiary of the Corporation relative to a market index, a group of other Companies or a combination thereof, or on any other basis, all as determined by the Plan Administrator;

**“Performance Period”** means the period specified by the Plan Administrator for achievement of any applicable Performance Goals as a condition to vesting;

**“Person”** includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, and a natural person in his or her capacity as trustee, executor, administrator or other legal representative;

**“Personal Representative”** means: (i) in the case of a deceased Participant, the executor or administrator of the deceased duly appointed by a court or public authority having jurisdiction to do so; and (ii) in the case of a Participant who, for any reason, is unable to manage his or her affairs, the Person entitled by law to act on behalf of such Participant;

**“Plan”** means this Equity Incentive Plan, as may be amended from time to time;

**“Plan Administrator”** means the Board, or if the administration of the Plan has been delegated by the Board to the Committee pursuant to Section 3.2, the Committee;

**“PSU”** means a right, granted to a participant in accordance with Article 5, subject to the provisions of the Plan, that generally becomes Vested, if at all, subject to the attainment of certain Performance Goals and satisfaction of such other conditions to vesting, if any, as may be determined by the Plan Administrator;

**“Regulatory Approvals”** means any necessary approvals of the Regulatory Authorities as may be required from time to time for the implementation, operation or amendment of the Plan or for the Awards granted from time to time hereunder;

**“Regulatory Authorities”** means all Exchanges and all securities commissions or similar securities regulatory bodies having jurisdiction over the Corporation, the Plan or the Awards granted from time to time hereunder;

**“Reorganization”** has the meaning attributed thereto in Policy 5.3 – *Acquisitions and Dispositions of Non-Cash Assets*, as amended from time to time, of the TSXV Manual;

**“Reverse Takeover”** has the meaning attributed thereto in Policy 5.2 – *Change of Business and Reverse Takeovers*, as amended from time to time, of the TSXV Manual;

**“RSU”** means a right, granted to a Participant in accordance with Article 5, subject to the provisions of the Plan, that generally becomes Vested, if at all, following a period of continuous employment of the Participant with the Corporation or a Subsidiary of the Corporation;

**“Securities Act”** means the *Securities Act* (British Columbia), RSBC 1996, c. 418 as from time to time amended;

**“Securities Laws”** has the meaning attributed thereto in Policy 1.1 – *Interpretation*, as amended from time to time, of the TSXV Manual;

**“Security Based Compensation Arrangement”** has the meaning attributed thereto in Policy 4.4 – *Security Based Compensation*, as amended from time to time, of the TSXV Manual;

**“Share”** means one (1) common share in the capital of the Corporation as constituted on the Effective Date or after an adjustment contemplated by Article 9, such other shares or securities to which the holder of an Award may be entitled as a result of such adjustment;

**“Share Unit”** means an RSU or a PSU, as applicable;

**“Share Unit Settlement Date”** has the meaning set forth in Section 5.4;

**“Shareholder Approval”** means approval by the Corporation’s shareholders in accordance with the policies of the Exchange;

**“Subsidiary”** has the meaning attributed thereto in the Securities Act;

**“Tax Act”** means the *Income Tax Act* (Canada) and its regulations thereunder, as amended from time to time;

**“Termination Date”** means (i) the date designated by the Participant and the Corporation or a Subsidiary of the Corporation in a written employment agreement, or other written agreement between the Participant and Corporation or a Subsidiary of the Corporation, or (ii) if no written agreement exists, the date designated by the Corporation or a Subsidiary of the Corporation, as the case may be, on which a Participant ceases to be an employee of the Corporation or a Subsidiary of the Corporation or ceases to provide services to the Corporation or a Subsidiary of the Corporation, as the case may be, provided that, in the case of termination of employment or termination of services by voluntary resignation by the Participant, such date shall not be earlier than the date notice of resignation was given, and “Termination Date” specifically does not mean the date of termination of any period of reasonable notice that the Corporation or a Subsidiary of the Corporation, as applicable, may be required by law to provide to the Participant;

**“Triggering Event”** means:

- (a) the proposed dissolution, liquidation or wind-up of the Corporation;
- (b) a proposed Change in Control;
- (c) the proposed sale or other disposition of all or substantially all of the assets of the Corporation;  
or
- (d) a proposed material alteration of the capital structure of the Corporation which, in the opinion of the Plan Administrator, is of such a nature that it is not practical or feasible to make adjustments to the Plan or to the Awards granted hereunder to permit the Plan and Awards granted hereunder to stay in effect;

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

**“TSXV Manual”** means the TSXV Corporate Finance Manual, as the same may be amended from time to time;

**“Vested”** means the applicable vesting criteria, Performance Goals and/or any other conditions for settlement in relation to a whole number, or a percentage of the number of Awards determined by the Plan Administrator in connection with a grant of PSUs, RSUs or DSUs as the case may be, (i) have been met; or (ii) have been waived or deemed to have been met;

**“Vesting Date”** means the date on which the applicable vesting criteria, Performance Goals and/or any other conditions for an Award becoming Vested are met, deemed to have been met, or waived, as contemplated in the definition of “Vested”; and

**“Voting Share”** means a security of a Company that:

- (a) is not a debt security; and
- (b) carries a voting right either under all circumstances or under some circumstances that have occurred and are continuing.

## 2.2 Interpretation

- (a) Whenever the Plan Administrator exercises discretion in the administration of the Plan, the term “discretion” means the sole and absolute discretion of the Plan Administrator.
- (b) As used herein, the terms “Article”, “Section” and “clause” mean and refer to the specified Article, Section and clause of the Plan, respectively.
- (c) Words importing the singular include the plural and vice versa and words importing any gender include any other gender.
- (d) Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period begins, including the day on which the period ends, and abridging the period to the immediately preceding Business Day in the event that the last day of the period is not a Business Day. In the event an action is required to be taken or a payment is required to be made on a day which is not a Business Day such action shall be taken or such payment shall be made by the immediately preceding Business Day.
- (e) Unless otherwise specified, all references to money amounts are to Canadian currency.
- (f) The headings used herein are for convenience only and are not to affect the interpretation of the Plan.

## **ARTICLE 3 ADMINISTRATION**

### 3.1 Administration

Subject to and consistent with the terms of the Plan, Applicable Laws and the provisions of any charter adopted by the Board with respect to the powers, authority and operation of the Committee (as amended from time to time), the Plan will be administered by the Plan Administrator, and the Plan Administrator has sole and complete authority, in its discretion, without limitation, to:

- (a) determine the Persons who are eligible to be Participants in accordance with Section 3.4;
- (b) make grants of Awards under the Plan relating to the issuance of Shares in such amounts, to such Participants and, subject to the provisions of the Plan, on such terms and conditions as it determines including without limitation:
  - (i) the time or times at which Awards may be granted, including the applicable Date of Grant;
  - (ii) the conditions under which an Award or any portion thereof may be:
    - (A) granted to Participants;
    - (B) forfeited to the Corporation, cancelled or expired; and
    - (C) Vested, including terms relating to lump sum or instalment vesting, the Performance Goals, the Performance Period and the conditions, if any, upon which vesting of an Award or a portion thereof will be waived or accelerated without any further action by the Plan Administrator;
  - (iii) the number of Shares to be covered by any Award and the terms, if any, upon which any Shares delivered upon exercise or settlement of an Award must continue to be held by a Participant for any specified period;
  - (iv) the consequences of a termination with respect to an Award;
  - (v) the forms of consideration, if any, to be paid by a Participant in connection with the purchase of Shares covered by any Awards (except to the extent certain forms of consideration must be paid to satisfy the requirements of Applicable Law);



- (vi) the manner of exercise or settlement of the Vested portion of an Award, including whether an Award shall be settled on a current or deferred basis;
  - (vii) whether restrictions or limitations are to be imposed on the Shares issuable pursuant to grants of any Award, and the nature of such restrictions or limitations, if any; and
  - (viii) any acceleration of exercisability or vesting, or waiver of termination regarding any Award, based on such factors as the Plan Administrator may determine;
- (c) establish the form or forms of the Award Agreements;
- (d) amend the terms of any Award Agreements, provided, however, that subject to the terms of the Plan and the TSXV Manual, no amendment of an Award may, without the consent of the holder of such Award, adversely affect such Participant's rights with respect to such Award in any material respect;
- (e) determine whether and the extent to which any Performance Goals or other conditions applicable to the vesting of an Award have been satisfied or shall be waived or modified;
- (f) subject to the TSXV Manual, cancel, amend, adjust or otherwise change any Award under such circumstances as the Plan Administrator may consider appropriate in accordance with the provisions of the Plan, including but not limited to:
  - (i) allowing non-Vested Awards to be treated as Vested upon termination of employment or service of a Participant, as to any or all of termination, death or Disability;
  - (ii) providing that the Awards with respect to certain classes, types or groups of Participants will have different acceleration, forfeiture, termination, continuation or other terms than other classes, types or groups of Participants;
  - (iii) providing for the continuation of any Award for such period which is not longer than 12 months from the Termination Date or 12 months from the date of death or Disability of the Participant, and provided it does not extend beyond the expiry date of those Awards, upon such terms and conditions as are determined by the Plan Administrator in the event that a Participant ceases to be an Executive, Employee or Consultant, as the case may be;
  - (iv) providing that Vested Awards may be exercised for periods longer or different from those set forth in the Plan, subject to the applicable rules of the Exchange; and
  - (v) setting any other terms for the exercise or termination of an Award upon termination of employment or service;
- (g) construe and interpret the Plan and all Award Agreements;
- (h) determine all questions arising in connection with the administration, interpretation and application of the Plan, including all questions relating to the Market Price of the Shares;
- (i) determine the number of RSUs, DSUs or PSUs, as applicable, subject to any grant of an Award;
- (j) determine the form of settlement of an Award, whether cash, Shares or a combination of cash and Shares;
- (k) correct any defect, supply any information or reconcile any inconsistency in the Plan in such manner and to such extent as shall be deemed necessary or advisable to carry out the purposes of the Plan;
- (l) determine the duration and purposes of leaves of absence from employment or engagement by the Corporation which may be granted to Participants without constituting a termination of employment or engagement for purposes of the Plan;
- (m) authorize Persons to execute such documents and instruments as may be necessary to carry out the purposes of the Plan and grants of Awards from time to time hereunder;

- (n) prescribe, amend, and rescind rules and regulations relating to the administration of the Plan; and
- (o) make all other determinations and take all other actions necessary or advisable for the implementation and administration of the Plan.

### 3.2 Delegation to Committee

- (a) The initial Plan Administrator shall be the Board.
- (b) To the extent permitted by Applicable Law, the Board may, from time to time, delegate to a committee of the Corporation (the “**Committee**”), consisting of not less than two of its members, all or any of the powers conferred on the Plan Administrator pursuant to the Plan, including the power to sub-delegate to any specified Directors or Officers all or any of the powers delegated by the Board. From time to time, the Board may increase the size of the Committee and appoint additional members, remove members (with or without cause) and appoint new members in their place, fill vacancies however caused, or remove all members of the Committee and thereafter directly administer the Plan.
- (c) In the event the Board delegates to the Committee all or any of the powers conferred on the Plan Administrator pursuant to the Plan, the Committee or any sub-delegate will exercise the powers delegated to it in the manner and on the terms authorized by the delegating party. Any decision made or action taken by the Committee or any sub- delegate arising out of or in connection with the administration or interpretation of the Plan in this context is final and conclusive and binding on the Corporation and all affiliates of the Corporation, all Participants and all other Persons.

### 3.3 Determinations Binding

Any decision made or action taken by the Board, the Committee or any sub-delegate to whom authority has been delegated pursuant to Section 3.2 arising out of or in connection with the administration interpretation of the Plan is final, conclusive and binding on all affected Persons, including the Corporation and any of its Subsidiaries, the affected Participants and their Personal Representatives, any shareholder of the Corporation and all other Persons.

### 3.4 Eligibility

Subject to the discretion of the Plan Administrator, all Executives, Employees and Consultants are eligible to participate in the Plan. Notwithstanding the foregoing and any other provision of the Plan, no Person who performs Investor Relations Activities on behalf of the Corporation or a Subsidiary of the Corporation shall be a Participant. Participation in the Plan is voluntary and eligibility to participate does not confer upon any Executive, Employee or Consultant any right to receive any grant of an Award pursuant to the Plan. In addition, in order to be eligible to receive Awards, in the case of Employees and Consultants, the Award Agreement to which they are a party must contain a representation of the Corporation and of such Employee or Consultant, as the case may be, that such Employee or Consultant is a *bona fide* Employee or Consultant of the Corporation or a Subsidiary of the Corporation, as the case may be.

### 3.5 Board Requirements

Any Award granted under the Plan shall be subject to the requirement that, if at any time the Corporation shall determine that the listing, registration or qualification of the Shares issuable pursuant to such Award upon any securities exchange or under any Applicable Laws of any jurisdiction, or the consent or approval of the Exchange and any securities commissions or similar securities regulatory bodies having jurisdiction over the Corporation is necessary as a condition of, or in connection with, the grant or exercise of such Award or the issuance or purchase of Shares thereunder, such Award may not be accepted or exercised 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. Participants shall, to the extent applicable, cooperate with the Corporation in complying with such legislation, rules, regulations and policies.

### **3.6 Liability Limitation and Indemnification**

No member of the Board or the Committee shall be liable for any action or determination taken or made in good faith in the administration, interpretation, construction or application of the Plan or any Award Agreement or any Award granted hereunder.

### **3.7 Total Shares Subject to Awards**

Subject to adjustment pursuant to Article 9, the number of Shares hereby reserved for issuance to Participants under the Plan shall not exceed 13,792,216 Shares or such greater number of Shares as shall have been duly approved by the Board, by the shareholders of the Corporation, and by the Exchange on which the Shares are then listed. Any Shares subject to an Award which has been granted under the Plan and which has been settled in cash, cancelled, terminated, surrendered, forfeited or expired without having been settled through the issuance of Shares as provided for in the Plan shall again be available under the Plan. To the extent that any Share Units that may be paid out in cash or Shares or a combination thereof are paid out in cash, then the Shares that were potentially issuable in respect of such Awards shall again be available under the Plan. For greater certainty, any Awards which may only be paid out in cash shall not be subject to this Section 3.7.

### **3.8 Limits on Awards**

Notwithstanding anything in the Plan, if the Corporation is listed on the TSXV, the following limitations shall apply to the Plan and all Awards thereunder so long as such limitations are required by the TSXV:

- (a) unless disinterested Shareholder Approval is obtained in accordance with the policies of the TSXV (or unless permitted otherwise by the policies of the TSXV):
  - (i) the maximum number of Shares that may be issued to any one Participant (and where permitted pursuant to the policies of the TSXV, any Company that is wholly- owned by the Participant) under the Plan, together with all of the Corporation's other Security Based Compensation Arrangements, within a 12-month period, may not exceed 5% of the issued Shares calculated on the Date of Grant;
  - (ii) the maximum number of Shares that may be issued to Insiders (as a group) under the Plan, together with all of the Corporation's other Security Based Compensation Arrangements, within a 12-month period, may not exceed 10% of the issued Shares calculated on the Date of Grant; and
  - (iii) the maximum number of Shares that may be issued to Insiders (as a group) under the Plan, together with all of the Corporation's other Security Based Compensation Arrangements, may not exceed 10% of the issued Shares at any time;
- (b) the maximum number of Shares that may be issued to any one Consultant under the Plan, together with all of the Corporation's other Security Based Compensation Arrangements, within a 12-month period, may not exceed 2% of the issued Shares calculated on the Date of Grant;
- (c) no Awards may be granted under the Plan to Persons retained to provide Investor Relations Activities on behalf of the Corporation or a Subsidiary of the Corporation; and
- (d) any Awards granted to a Participant who ceases to be a Participant under the Plan for any reason whatsoever, shall terminate at a date no later than 12 months from the date such Participant ceases to be a Participant under the Plan.

### **3.9 Award Agreements**

Each Award under the Plan will be evidenced by an Award Agreement. Each Award Agreement will be subject to the applicable provisions of the Plan and will contain such provisions as are required by the Plan and any other provisions that the Plan Administrator may direct.

### **3.10 Non-transferability of Awards**

No Award is assignable or transferable.

### **3.11 Resale Restrictions**

Any Shares issued by the Corporation upon exercise or settlement of an Award are subject to any resale and trading restrictions in effect pursuant to Applicable Laws and the policies of the Exchange, and the Corporation shall be entitled to place any restriction or legend on any certificates representing such Shares accordingly.

## **ARTICLE 4**

### **INVITATION**

#### **4.1 Invitation**

- (a) Following determination that a Participant may participate in the Plan, the Board may at any time and from time to time make an Invitation to that Participant.
- (b) An Invitation to a Participant to apply for Awards may be made on such terms and conditions as the Board decides from time to time, including as to:
  - (i) the number of Awards for which that Participant may apply;
  - (ii) the Date of Grant;
  - (iii) the amount payable (if any) for the grant of each Award or how such amount is calculated;
  - (iv) the exercise price (if any);
  - (v) the vesting conditions (if any);
  - (vi) disposal restrictions attaching to the Shares issued upon exercise of Awards (if any); and
  - (vii) any other supplementary terms and conditions, including those required under Applicable Laws.

#### **4.2 Form of Application**

An Invitation to a Participant must be accompanied by an Application Form and the Ancillary Documentation (if any).

## **ARTICLE 5 SHARE UNITS**

#### **5.1 Granting of Share Units**

The Plan Administrator may, from time to time, subject to Corporate Policies, the provisions of the Plan and such other terms and conditions as the Plan Administrator may grant Share Units to any Participant, and in doing so, may, without limitation, in its discretion, (a) designate the Participants who may receive Share Units under the Plan, (b) fix the number and type of Share Units, if any, to be granted to each Participant and the date or dates on which such Share Units shall be granted, (c) determine the relevant conditions and vesting provisions (including Performance Goals, if any, and the Performance Period) in respect of any Share Units, and (d) determine the vesting schedule of the Share Units.

#### **5.2 Share Unit Account**

All Share Units received by a Participant shall be credited to an account maintained for the Participant on the books of the Corporation as of the Date of Grant. The terms and conditions of each Share Unit grant shall be evidenced by an Award Agreement.

#### **5.3 Vesting of Share Units**

- (a) For each Share Unit grant, subject to Corporate Policies and the provisions of the Plan, the Plan Administrator shall establish, as applicable, the vesting schedule, the Performance Period,

the Performance Goals and other vesting conditions which must be met in order for the Share Units to be deemed Vested.

- (b) Notwithstanding Section 5.3(a), the Vesting Date of a Share Unit shall not be prior to the first anniversary of the Date of Grant, other than in the event a Participant ceases to be a Participant due to death of the Participant or in connection with a Change in Control, as set out more particularly in Sections 8.3 and 9.1, respectively.

#### 5.4 Settlement of Vested Share Units

Subject to Section 7.2 and Article 8, on or within 60 days following the Vesting Date of a Share Unit, unless otherwise determined by the Plan Administrator or specified in the applicable Award Agreement, and in any event no later than three years following the end of the year of the Date of Grant (the “**Share Unit Settlement Date**”), or such other shorter term as may be required in respect of an Award so that such Award does not constitute a “salary deferral arrangement” as defined in Section 248(1) of the Tax Act, the Corporation shall settle each Vested Share Unit by any of the following methods or by a combination of such methods as determined by the Plan Administrator in its discretion, subject to any necessary Exchange approvals:

- (a) issuing the Participant one (1) fully paid and non-assessable Share from treasury for each Vested Share Unit and delivering a share certificate to the Participant representing the amount thereof (or in the case of Shares issued in uncertificated form, causing the issuance of the aggregate number of Shares as the Participant shall then be entitled to receive to be evidenced by a book position on the register of the shareholders of the Corporation maintained by the transfer agent and registrar of the Corporation); or
- (b) making a cash payment to the Participant, which shall be calculated by multiplying the number of Vested Share Units to be redeemed for cash by the Market Price Per Share as at the Share Unit Settlement Date, net of applicable withholding taxes. Cash payment may be made through the Corporation’s payroll in the pay period that the Share Unit Settlement Date falls within.

For greater certainty, nothing in this Section 5.4 shall cause Share Units which have not Vested to vest by the Share Unit Settlement Date if such Share Units would not have otherwise Vested pursuant to the terms of the Award Agreement or the Plan Administrator’s determinations.

A holder of Share Units shall not have any right to demand, to be paid in, or receive any specific allocation of Shares or a cash payment in respect of a Vested Share Unit at any time. Notwithstanding any allocation by the Plan Administrator to settle Vested Share Units, or a portion thereof, in Shares or make a cash payment therefore, the Corporation reserves the right to change its allocation in respect thereof at any time up until payment is actually made, and the holder of such Vested Share Units shall not have the right, at any time to enforce settlement as to the allocation of Shares or cash payment.

The Share Units in respect of which Shares are issued or a cash payment is made shall be cancelled and no further issuances or payments shall be made to the Participant under the Plan in relation to such Share Units.

### ARTICLE 6 DEFERRED SHARE UNITS

#### 6.1 Granting of DSUs to Directors for Director Fees

- (a) Subject to Corporate Policies, the Board may fix from time to time a portion of the Director Fees that is to be payable in the form of DSUs. In addition, each Electing Person is given, subject to the conditions stated herein, the right to elect in accordance with Section 6.1(b) to participate in the grant of additional DSUs pursuant to this Section 6.1. The Board shall have the right, in its sole discretion, to accept or reject such request, in whole or in part, which acceptance or rejection shall be binding on the Electing Person for the applicable year. An Electing Person who elects to participate in the grant of additional DSUs pursuant to this Article 6.1 and whose request is accepted by the Board shall receive their accepted Elected Amount in the form of DSUs in lieu of cash. The “**Elected Amount**” shall be an amount, as elected by the Director, in accordance with applicable tax law, between 0% and 100% of any Director Fees that are otherwise intended to be paid in cash (the “**Cash Fees**”).

- (b) Each Electing Person who elects to receive their Elected Amount in the form of DSUs in lieu of cash will be required to file a notice of election in the form as provided by the Corporation (the “**Election Notice**”) with the Chief Financial Officer of the Corporation:
- (c) (i) in the case of an existing Electing Person, by the end of the fiscal year preceding the fiscal year to which such election is to apply; and (ii) in the case of a newly appointed Electing Person, within 30 days of such appointment with respect to compensation paid for services to be performed after such date. If no election is made within the foregoing time frames, or if the Corporation rejects the election request in its entirety, the Electing Person shall be paid the entire amount of his or her Elected Amount in cash.
- (d) The number of DSUs (including fractional DSUs) granted to an Electing Person at any particular time pursuant to this Section 6.1 will be calculated by dividing (a) the amount of any Director Fees that are to be paid in DSUs (including any Elected Amount), by (b) the Market Price of a Share on the Date of Grant.

## 6.2 Granting of DSUs to Participants

In addition to DSUs granted pursuant to Section 6.1, the Plan Administrator may, from time to time, subject to Corporate Policies, the provisions of the Plan and such other terms and conditions as the Plan Administrator may determine, grant DSUs to any Participant, and, in doing so, may, without limitation, in its discretion, (a) designate the Participants who may receive DSUs under the Plan, (b) fix the number of DSUs, if any, to be granted to each Participant and the date or dates on which such DSUs shall be granted, (c) determine the relevant conditions and vesting provisions (including Performance Goals, if any, and the Performance Period), and (d) the vesting schedule of the DSUs.

## 6.3 DSU Account

All DSUs received by a Participant (which, for greater certainty includes Electing Persons) shall be credited to an account maintained for the Participant on the books of the Corporation, as of the Date of Grant. The terms and conditions of each DSU grant shall be evidenced by an Award Agreement.

## 6.4 Vesting of DSUs

The Vesting Date of a DSU shall not be prior to the first anniversary of the Date of Grant, other than:

- (a) in the event a Participant ceases to be a Participant due to death of the Participant as set out in Section 8.3; and
- (b) in the event a Participant ceases to be a Participant in connection with a Change in Control, as set out more particularly in Section 9.1.

## 6.5 Settlement of Vested DSUs

- (a) Subject to Section 7.2 and Article 8, each Vested DSU shall be settled on the date established in the Award Agreement; provided, however that in no event shall a DSU Award be settled:
  - (i) prior to the Participant Service Separation Date; or
  - (ii) later than 12 months following the Participant Service Separation Date.

If the Award Agreement does not establish a date for the settlement of the DSUs, then the settlement date shall be the Participant Service Separation Date (the “**DSU Settlement Date**”).
- (b) On the DSU Settlement Date, the Corporation shall settle each Vested DSU by any of the following methods or by a combination of such methods as determined by the Plan Administrator in its discretion (subject to any necessary Exchange approvals):
  - (i) issuing the Participant one (1) fully paid and non-assessable Share from treasury for each Vested DSU and delivering a Share certificate to the Participant representing the amount thereof (or in the case of Shares issued in uncertificated form, causing the issuance of the aggregate number of Shares as the Participant shall then be entitled to

receive to be evidenced by a book position on the register of the shareholders of the Corporation maintained by the transfer agent and registrar of the Corporation); or

- (ii) making a cash payment to the Participant, which shall be calculated by multiplying the number of Vested DSUs to be redeemed for cash by the Market Price Per Share as at the DSU Settlement Date, net of any applicable withholding taxes. Cash payment may be made through the Corporation's payroll in the pay period that the DSU Settlement Date falls within or via cheque.

A holder of DSUs shall not have any right to demand, to be paid in or receive any specific allocation of Shares or a cash payment in respect of a Vested DSU at any time. Notwithstanding any allocation by the Plan Administrator to settle Vested DSUs, or portion thereof, in Shares or make a cash payment therefore, the Corporation reserves the right to change its allocation in respect thereof at any time up until payment is actually made, and the holder of such Vested DSUs shall not have the right at any time to enforce settlement as to the allocation of Shares or cash payment.

The DSUs in respect of which Shares are issued or a cash payment is made shall be cancelled, and no further issuances or payments shall be made to the Participant under the Plan in relation to such DSUs.

## **ARTICLE 7 ADDITIONAL AWARD TERMS**

### **7.1 Dividend Equivalents**

- (a) Subject to the terms and conditions of the Plan, the Plan Administrator, may, in its discretion, credit outstanding Share Units and DSUs with dividend equivalents in the form of additional Share Units and DSUs, respectively, as of each dividend payment date in respect of which normal cash dividends are paid on Shares. Such dividend equivalents shall be computed by dividing: (a) the amount obtained by multiplying the amount of the dividend declared and paid per Share by the number of Share Units and DSUs, as applicable, held by the Participant on the record date for the payment of such dividend, by (b) the Market Price at the close of the first Business Day immediately following the dividend record date, with fractions computed to three decimal places. Dividend equivalents credited to a Participant's accounts shall vest in proportion to the Share Units and DSUs to which they relate, and shall be settled in accordance with Sections 5.4 and 6.5, respectively. Where the proposed issuance of Shares by the Corporation would result in the limits contained in Sections 3.7 or 3.8 being exceeded, the dividend equivalents which have vested in proportion to the Share Units and DSUs to which they relate shall instead be settled in cash in accordance with Sections 5.4(b) and 6.5(b)(ii), respectively.
- (b) The foregoing does not obligate the Corporation to declare or pay dividends on Shares, and nothing in the Plan shall be interpreted as creating such an obligation.

### **7.2 Withholding Taxes**

The granting, vesting or settlement of each Award under the Plan is subject to the condition that if at any time the Plan Administrator determines, in its discretion, that the satisfaction of withholding tax or other withholding liabilities is necessary or desirable in respect of such grant, vesting or settlement, such action is not effective unless such withholding has been effected to the satisfaction of the Plan Administrator. In such circumstances, the Plan Administrator may require that a Participant pay to the Corporation the minimum amount as the Corporation or a Subsidiary of the Corporation is obliged to remit to the relevant taxing authority in respect of the granting, vesting or settlement of the Award. Any such additional payment is due no later than the date on which such amount with respect to the Award is required to be remitted to the relevant tax authority by the Corporation or a Subsidiary of the Corporation, as the case may be. Alternatively, and subject to any requirements or limitations under Applicable Law, the Corporation may (a) withhold such amount from any remuneration or other amount payable by the Corporation or a Subsidiary of the Corporation to the Participant, (b) require the sale of a number of Shares issued upon exercise, vesting or settlement of such Award and the remittance to the Corporation of the net proceeds from such sale sufficient to satisfy such amount or (c) enter into any other suitable arrangements for the receipt of such amount. For greater certainty, the application of this Section 7.2 to any granting, vesting or settlement of an Award 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 7.2 if required pursuant to such policies.

Participants (or their beneficiaries) shall be responsible for all taxes with respect to any Awards granted under the Plan, whether arising as a result of the grant or payment in respect of the Award or otherwise. The Corporation, the Plan Administrator and the Board make no guarantees to any Person regarding the tax treatment of an Award or issuances of Shares or cash payments made under the Plan and none of the Corporation, the Board, the Plan Administrator or any of the Executives, Employees, Consultants, agents, advisors or representatives of the Corporation or the Subsidiary of the Corporation shall have any liability to a Participant with respect thereto.

### **7.3 Compliance with the Tax Act**

The terms and conditions applicable to any Award (or portion thereof) granted to a Participant who is subject to taxation under the Tax Act are intended to comply with the Tax Act. Without limiting the foregoing,

- (a) the terms of any such Award (or portion thereof) permitting the deferral of payment or other settlement thereof shall be subject to such requirements and shall be administered in such manner as the Plan Administrator may determine to be necessary or appropriate to comply with the applicable provisions of the Tax Act; and
- (b) any elections allowed to be exercised by a Participant shall be deemed to be void or shall be deemed amended or altered so as not to cause the Award to be considered a "salary deferral arrangement" under the Tax Act, as defined in Section 248(1) of the Tax Act, or create adverse tax consequences under the Tax Act.

### **7.4 Recoupment**

Notwithstanding any other terms of the Plan, Awards may be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of any clawback, recoupment or similar policy adopted by the Corporation or a Subsidiary of the Corporation and in effect at the Date of Grant of the Award, or as otherwise required by law or the rules of the Exchange. The Plan Administrator may at any time waive the application of this Section 7.4 to any Participant or category of Participants.

### **7.5 No Other Benefit**

- (a) No amount will be paid to, or in respect of, a Participant under the Plan to compensate for a downward fluctuation in the price of a Share or the value of any Award granted, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose.
- (b) The Corporation makes no representations or warranties to Participants with respect to the Plan or any Awards whatsoever. Participants are expressly advised that the value of any Awards issued pursuant to the Plan will fluctuate as the trading price of the Shares fluctuates.
- (c) In seeking the benefits of participation in the Plan, the Participant shall exclusively accept all risks associated with a decline in the trading price of the Shares and all other risks associated with the holding of any Awards.

## **ARTICLE 8 TERMINATION OF EMPLOYMENT OR SERVICES**

### **8.1 Termination of Participant**

Subject to Article 9 and unless otherwise determined by the Plan Administrator or as set forth in an Award Agreement:

- (a) where a Participant's employment or services are terminated by the Corporation or a Subsidiary of the Corporation for Cause, then each Award held by the Participant that has not Vested as of the Termination Date is immediately forfeited and cancelled as of the Termination Date. The Plan Administrator, in its discretion, shall determine the effect of all matters and questions relating to whether a Participant has been discharged for Cause. In addition, where a Participant's employment or services are terminated by the Corporation or a Subsidiary of the



Corporation for Cause, the Plan Administrator may, in its discretion, determine that all Awards held by the Participant that have Vested as of the Termination Date shall immediately become forfeited, cancelled, null and void, failing which, all Awards held by the Participant that have Vested as of the Termination Date shall be settled in accordance with Sections 5.4 and 6.5, as applicable, at any time during the period that terminates on the earlier of: (i) the expiry date; (ii) a date determined by the Plan Administrator in its discretion; and (iii) the first anniversary of the Termination Date. Any Award that remains unexercised shall be immediately forfeited upon the termination of such period;

- (b) where a Participant ceases to hold office or his or her position, as applicable, by reason of voluntary resignation by the Participant, then each Award held by the Participant that has not Vested as of the Termination Date is immediately forfeited and cancelled as of the Termination Date. All Awards held by the Participant that have Vested as of the Termination Date shall be settled in accordance with Sections 5.4 and 6.5, as applicable, at any time during the period that terminates on the earlier of: (i) the Expiry Date; (ii) a date determined by the Plan Administrator in its discretion; and (iii) the first anniversary of the Termination Date. Any Award that remains unexercised shall be immediately forfeited upon the termination of such period;
- (c) where a Participant's employment or services are terminated by the Corporation or a Subsidiary of the Corporation without Cause (whether such termination occurs with or without any or adequate reasonable notice, or with or without any or adequate compensation in lieu of such reasonable notice); then:
  - (i) a portion of any Awards held by the Participant that are not yet Vested shall immediately vest, with such portion to be equal to the number of unvested Awards multiplied by a fraction the numerator of which is the number of days between the Date of Grant and the Termination Date and the denominator of which is the number of days between the Date of Grant and the date the unvested Awards were originally scheduled to vest. For clarity and by way of example, if a Participant's employment is terminated 400 days following the Date of Grant and unvested Awards were originally scheduled to vest 600 days from the Date of Grant, two-thirds of the unvested Awards will immediately vest;
  - (ii) subject to Section 8.1(c)(i), any Awards held by the Participant that are not yet Vested at the Termination Date after the application of Section 8.1(c)(i) shall be immediately forfeited to the Corporation; and
  - (iii) any Awards held by the Participant that have Vested as of the Termination Date or Vested pursuant to Section 8.1(c)(i) shall be settled in accordance with Sections 5.4 and 6.5, as applicable, at any time during the period that terminates on the earlier of: (i) the Expiry Date; (ii) a date determined by the Plan Administrator in its discretion; and (iii) the first anniversary of the Termination Date. Any Award that remains unexercised shall be immediately forfeited upon the termination of such period;
- (d) notwithstanding that such date may be prior to the Termination Date, a Participant's eligibility to receive further grants of Awards under the Plan ceases as of the date that: (i) the Corporation or a Subsidiary of the Corporation, as the case may be, provides the Participant with written notification that the Participant's employment or services are terminated in the circumstances contemplated by this Section 8.1, or (ii) the Participant provides the Corporation or a Subsidiary of the Corporation, as the case may be, with written notification of the Participant's voluntary resignation;
- (e) unless the Plan Administrator, in its discretion, otherwise determines, at any time and from time to time, Awards shall not be affected by a change of employment agreement or arrangement, or directorship within or among the Corporation or a Subsidiary of the Corporation for so long as the Participant continues to be an Executive, Employee or Consultant, as applicable, of the Corporation or a Subsidiary of the Corporation.

## 8.2 Leave of Absence

If a Participant is on sick leave or other *bona fide* leave of absence, such Participant shall continue to be deemed a "Participant" for the purposes of an outstanding Award during the period of such leave, provided that it does

not exceed 90 days (or such longer period as may be determined by the Plan Administrator in its discretion). If the period of leave exceeds 90 days (or such longer period as may be determined by the Plan Administrator in its discretion), the relationship shall be deemed to have been terminated by the Participant voluntarily on the 91st day (or the first day immediately following any period of leave in excess of 90 days as approved by the Plan Administrator) of such leave, unless the Participant's right to reemployment or reengagement of services with the Corporation or a Subsidiary of the Corporation, as applicable, is guaranteed by statute or contract.

### **8.3 Death or Disability**

Where a Participant's employment or services are terminated by reason of the death of the Participant or the Participant becomes Disabled, then each Award held by the Participant that has not Vested as of the date of the death or Disability, as applicable, of such Participant shall vest on such date, and be settled in accordance with Sections 5.4 and 6.5, as applicable, at any time during the period that terminates on the earlier of: (i) the Expiry Date; and (ii) the first anniversary of the date of the death or Disability of the Participant. Any Award that remains unexercised shall be immediately forfeited upon the termination of such period. A Participant's eligibility to receive further grants of Awards under the Plan ceases as of the date of the death or Disability of the Participant.

### **8.4 Discretion to Permit Acceleration**

Notwithstanding the provisions of this Article 8, subject to Section 5.3(b) and Section 6.4 and any necessary Regulatory Approvals, the Plan Administrator may, in its discretion, at any time prior to, or following the events contemplated in Article 8, permit the acceleration of vesting of any or all Awards, all in the manner and on the terms as may be authorized by the Plan Administrator, and if such discretion is taken and the vesting of any or all Awards occurs, then such Awards will be settled in accordance with Sections 5.4 and 6.5, as applicable.

## **ARTICLE 9 EVENTS AFFECTING THE CORPORATION**

### **9.1 Change in Control**

Except as may be set forth in an employment agreement or other written agreement between the Corporation or a Subsidiary of the Corporation and the Participant and subject to any necessary Regulatory Approvals:

- (a) Unless determined otherwise by the Plan Administrator, if within 12 months following the completion of a transaction resulting in a Change in Control, (i) a Participant's employment or directorship is terminated by the Corporation or a Subsidiary of the Corporation without Cause or (ii) a Participant resigns for Good Reason, without any action by the Plan Administrator, the vesting of all Awards held by such Participant shall immediately accelerate and vest on the date of such Participant's termination or resignation for Good Reason and the Corporation shall settle such Awards in accordance with Section 5.4 and 6.5, as applicable, provided that in the event that any Awards are subject to the satisfaction of Performance Goals, then the vesting of such Awards shall accelerate and vest only to the extent that such Performance Goals have been satisfied, and further provided that if the Performance Goals are, in the Plan Administrator's discretion, capable of being partially performed, then vesting shall be accelerated on a pro rata basis to reflect the degree to which such Performance Goals have been satisfied, as determined solely by the Plan Administrator.
- (b) Notwithstanding Section 9.1(a), and subject to compliance with the rules of any applicable stock Exchange, the Plan Administrator may, without the consent of any Participant, and subject to prior TSXV acceptance, as applicable, take such steps as it deems necessary or desirable in connection with a Change in Control, including, without limitation, to cause: (i) the conversion or exchange of any outstanding Awards into or for, rights or other securities of substantially equivalent value (or greater value), as determined by the Plan Administrator in its discretion, in any entity participating in or resulting from a Change in Control; (ii) outstanding Awards to vest and become realizable, or payable; (iii) restrictions applicable to an Award to lapse, in whole or in part prior to or upon consummation of such Change in Control, and, to the extent the Plan Administrator determines, terminate upon or immediately prior to the effectiveness of such Change in Control; (iv) the termination of an Award in exchange for an amount of cash and/or property, if any, equal to the amount that would have been attained upon the settlement of such Award or realization of the Participant's rights as of the date of the occurrence of the transaction

(and, for the avoidance of doubt, if as of the date of the occurrence of the transaction the Plan Administrator determines in good faith that no amount would have been attained upon the settlement of such Award or realization of the Participant's rights, then such Award may be terminated by the Corporation without payment); (v) the replacement of such Award with other rights or property selected by the Board in its discretion; or (vi) any combination of the foregoing. In taking any of the actions permitted under this Section 9.1(a), the Plan Administrator will not be required to treat all Awards similarly in the transaction.

## **9.2 Triggering Events**

Subject to any necessary Regulatory Approvals and notwithstanding any other provisions of the Plan or any Award Agreement, the Plan Administrator may, without the consent of the Participant in question cause all or a portion of any of the Awards granted under the Plan to terminate upon the occurrence of a Triggering Event, provided that the Corporation must give written notice to the Participant in question not less than 10 days prior to the consummation of a Triggering Event so as to permit the Participant the opportunity to exercise the Vested portion of the Awards prior to such termination. Upon the giving of such notice and subject to any necessary Regulatory Approvals, all Awards or portions thereof granted under the Plan which the Corporation proposes to terminate shall become immediately exercisable notwithstanding any contingent vesting provision to which such Awards may have otherwise been subject.

## **9.3 Reorganization of Corporation's Capital**

Should the Corporation effect a subdivision or consolidation of Shares or any similar capital reorganization or a payment of a stock dividend (other than a stock dividend that is in lieu of a cash dividend), or should any other change be made in the capitalization of the Corporation that does not constitute a Change in Control, or in the event of an amalgamation, combination, arrangement, merger or other transaction or reorganization involving the Corporation and occurring by exchange of Shares, by sale or lease of assets or otherwise, that does not constitute a Change in Control, that would warrant the amendment or replacement of any existing Awards in order to adjust the number of Shares that may be acquired on the vesting of outstanding Awards and/or the terms of any Award in order to preserve proportionately the rights and obligations of the Participants holding such Awards, the Plan Administrator may, subject to prior TSXV acceptance, authorize such steps to be taken as it may consider to be equitable and appropriate to that end, including, but not limited to, permitting the immediate vesting of any unvested Awards.

## **9.4 Assumptions of Awards in Acquisitions**

Notwithstanding any other provision of the Plan, in connection with a Reverse Takeover, a Change of Business, a Reorganization or an acquisition pursuant to Policy 5.3 – *Acquisitions and Dispositions of Non-Cash Assets* of the TSXV Manual, subject to prior TSXV acceptance, security based compensation of a target Company may be cancelled and replaced with substantially equivalent Awards under the Plan without shareholder approval, provided that: (a) the number of Shares issuable pursuant to the Awards (and their applicable exercise or subscription price) is adjusted in accordance with the share exchange ratio applicable to the particular transaction, regardless of whether the adjusted exercise price is below the current Market Price; and (b) any other applicable policies of the TSXV have been complied with.

## **9.5 No Restriction on Action**

The existence of the Plan and of any Awards granted hereunder shall not affect, limit or restrict in any way the right or power of the Corporation, the Board or the Corporation's shareholders to make or authorize any adjustment, 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. No Participant or any other Person shall have any claim against any member of the Committee or the Corporation or any Employees, Officers or agents of the Corporation as a result of any such action.

## **9.6 Issue by Corporation of Additional Shares**

Except as expressly provided in this Article 9, neither the issue by the Corporation of shares of any class or securities convertible into or exchangeable for shares of any class, nor the conversion or exchange of such

shares or securities, affects, and no adjustment by reason thereof is to be made with respect to the number of Shares that may be acquired as a result of a grant of Awards.

#### **9.7 Fractions**

No fractional Shares will be issued pursuant to an Award. Accordingly, if, as a result of any adjustment under this Article 9 or a dividend equivalent, a Participant would become entitled to a fractional Share, the Participant has the right to acquire only the adjusted number of full Shares (rounded down to the nearest whole number) and no payment or other adjustment will be made with respect to the fractional Shares, which shall be disregarded.

### **ARTICLE 10 AMENDMENT, SUSPENSION OR TERMINATION OF THE PLAN**

#### **10.1 Amendment, Suspension, or Termination of the Plan**

Subject to any Regulatory Approvals, including, where required, the approval of the TSXV, and to Section 10.2, the Plan Administrator may, from time to time, without notice to or approval of the Participants or of the shareholders of the Corporation, amend, modify, change, suspend or terminate the Plan or any Awards granted pursuant to the Plan as it, in its discretion, determines appropriate, provided, however, that, no such amendment, modification, change, suspension or termination of the Plan or any Awards granted hereunder may materially impair any rights of a Participant or materially increase any obligations of a Participant under the Plan without the consent of the Participant, unless the Plan Administrator determines such adjustment is required or desirable in order to comply with any Applicable Laws or Exchange requirements or as otherwise set out in the Plan.

#### **10.2 Shareholder Approval**

Notwithstanding Section 10.1 and subject to any rules of the Exchange, if the Corporation is listed on the TSXV, the approval of shareholders of the Corporation shall be required for any amendment to the Plan except for the following:

- (a) amendments to fix typographical errors; and
- (b) amendments to clarify existing provisions of the Plan and which do not have the effect of altering the scope, nature and intent of such provisions.

### **ARTICLE 11 MISCELLANEOUS**

#### **11.1 Legal Requirement**

The Corporation is not obligated to grant any Awards, issue any Shares or other securities, make any payments or take any other action if, in the opinion of the Plan Administrator, in its discretion, such action would constitute a violation by a Participant or the Corporation of any provision of any applicable statutory or regulatory enactment of any government or government agency or the requirements of any Exchange upon which the Shares may then be listed.

#### **11.2 Rights of Participant**

No Participant has any claim or right to be granted an Award and the granting of any Award is not to be construed as giving a Participant a right to remain as an Executive, Employee or Consultant of the Corporation or a Subsidiary of the Corporation. Neither the Participant nor such Participant's Personal Representatives shall have any rights whatsoever as a shareholder of the Corporation in respect of Shares issuable pursuant to any Award until the allotment and issuance to such Participant or the liquidator, executor or administrator, as the case may be, of the estate of such Participant, of certificates representing such Shares (or in the case of Shares issued in uncertificated form, receipt of evidence of a book position on the register of the shareholders of the Corporation maintained by the transfer agent and registrar of the Corporation).

### **11.3 Conflict**

In the event of any conflict between the provisions of the Plan and the provisions of an Award Agreement, an employment agreement or another written agreement between the Corporation or a Subsidiary of the Corporation and a Participant, the provisions of the Plan shall govern.

### **11.4 Anti-Hedging Policy**

By accepting the Award, each Participant acknowledges that he or she is restricted from purchasing financial instruments such as prepaid variable forward contracts, equity swaps, collars, or units of exchange funds that are designed to hedge or offset a decrease in market value of Awards.

### **11.5 No Guarantee of Tax Consequences**

Neither the Plan Administrator nor the Corporation makes any commitment or guarantee that any specific tax treatment will apply or be available to the Participants.

### **11.6 Participant Information**

Each Participant shall provide the Corporation with all information (including personal information) required by the Corporation in order to administer the Plan. Each Participant acknowledges that information required by the Corporation in order to administer the Plan may be disclosed to any custodian appointed in respect of the Plan and other third parties, and may be disclosed to such Persons (including Persons located in jurisdictions other than the Participant's jurisdiction of residence), in connection with the administration of the Plan. Each Participant consents to such disclosure and authorizes the Corporation to make such disclosure on the Participant's behalf.

### **11.7 Participation in the Plan**

The participation of any Participant in the Plan is entirely voluntary and not obligatory and shall not be interpreted as conferring upon such Participant any rights or privileges other than those rights and privileges expressly provided in the Plan. In particular, participation in the Plan does not constitute a condition of employment or engagement nor a commitment on the part of the Corporation to ensure the continued employment or engagement of such Participant.

### **11.8 Successors and Assigns**

The Plan shall be binding on all successors and assigns of the Corporation and its affiliates.

### **11.9 Severability**

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

### **11.10 Notices**

All written notices to be given by the Participant to the Corporation shall be delivered by (a) hand or courier, with all fees and postage prepaid, addressed to the Corporate Secretary at the address of the principal executive offices of the Corporation, or designated otherwise by the Corporation in writing; or (b) email to the email address that the parties regularly use to correspond with one another or to any other email address specified by the Corporation in writing to the Participant:

Such notices are, if delivered by hand or by courier, deemed to have been given by the sender and received by the addressee at the time of delivery. Any notice sent by email will be deemed to have been given by the sender and received by the addressee on the first Business Day after it was transmitted. Any notice given by either the Participant or the Corporation is not binding on the recipient thereof until received.

### **11.11 Effective Date and Replacement**

The Plan shall become effective upon the receipt of all required shareholder and regulatory approvals, being the Effective Date.

#### **11.12 Governing Law**

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

#### **11.13 Submission to Jurisdiction**

The Corporation and each Participant irrevocably submits to the exclusive jurisdiction of the courts of competent jurisdiction in the Province of British Columbia in respect of any action or proceeding relating in any way to the Plan, including with respect to the grant of Awards and any issuance of Shares made in accordance with the Plan.