



SABIO HOLDINGS INC.

ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

To be held on June 29, 2022

NOTICE OF MEETING
and
MANAGEMENT INFORMATION CIRCULAR

May 20, 2022

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NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING

Notice is hereby given that an Annual General and Special Meeting of the shareholders (the “**Shareholders**”) of Sabio Holdings Inc. (the “**Company**”) will be held virtually on Wednesday, June 29, 2022 at 1:00 p.m. (EDT) (the “**Meeting**”). The purpose of the Meeting is to consider and take action on the following matters, as more particularly described in the accompanying management information circular (the “**Circular**”):

1. to receive the Company’s audited financial statements for the financial years ended December 31, 2021 and December 31, 2020;
2. to appoint MNP LLP as the auditor of the Company for the ensuing year and authorize the directors to fix the auditor’s remuneration;
3. to set the number of directors at five (5);
4. to elect the directors of the Company for the ensuing year;
5. to consider, and, if deemed advisable, to pass, with or without variation, a resolution, to be approved by at least the majority of the votes cast by the shareholders of the Company, present in person or by proxy, at the Meeting, the full text of which is set out in the Circular, to approve a new equity incentive plan for the Company; and
6. to transact any other business that may properly come before the Meeting, or any adjournment(s) thereof.

Accompanying this Notice of Meeting (the “**Notice**”) are: the Circular, which provides additional information pertaining to the matters to be dealt with at the Meeting; and a Form of Proxy or Voting Information Form (the “**VIF**”).

The record date for the determination of the Shareholders entitled to receive this Notice and to vote at the Meeting has been established as May 10, 2022 (the “**Record Date**”). You are entitled to vote as described in the Circular at the Meeting, or any postponement or adjournment thereof if you owned shares of the Company at the close of business on the Record Date.

Your participation is important to us. Shareholders are urged to complete, sign, date and return the enclosed form or proxy. To be valid, a proxy must be received by TSX Trust Company, 301 – 100 Adelaide Street West, Toronto, Ontario, M5H 4H1, Attention: Proxy Department, by 1:00 p.m. (EDT) on June 27, 2022, or in the case of a Meeting adjournment, not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time set for the Meeting to resume. A proxy shall be acted upon only if, prior to the time specified, it shall have been deposited with the Company, unless it has been received by the secretary of the Company or by the Chair of the Meeting or any adjournment thereof, prior to the time of voting.

DATED at Toronto, Ontario, this 20th day of May, 2022.

BY ORDER OF THE BOARD OF DIRECTORS

“Aziz Rahimtoola”

Aziz Rahimtoola
Chief Executive Officer & Chairman

INFORMATION CIRCULAR

This Information Circular (the “**Circular**”) is provided in connection with the solicitation of proxies by the management of Sabio Holdings Inc. (“**Sabio**” or the “**Company**”) for use at the annual general and special meeting of the shareholders (“**Shareholders**”) of the Company to be held on June 29, 2022 (the “**Meeting**”) at 1:00 p.m. (EDT), and any adjournment(s) thereof, for the purposes set forth in the accompanying Notice of Meeting.

The Meeting will be held in virtual format only with access by phone or online, and there will be no physical meeting location. Therefore, the Shareholders of the Company, regardless of location, will have an equal opportunity to participate at the Meeting. Please note that only registered Shareholders and duly appointed proxyholders will be able to attend, participate and vote at the Meeting by providing their full name. On the day of the Meeting, you should log into the Meeting by 12:45 p.m. (EDT) to confirm your attendance with the scrutineer of the Meeting.

A summary of the information Shareholders will need to attend the Meeting virtually is provided below. Shareholders can access the Meeting via teleconference by calling Toll Free (North America): (+1) 888-886-7786, or online at: <http://momentum.adobeconnect.com/sabio/>.

In this Circular, “**Common Shares**” means common shares in the capital of the Company, “**Restricted Voting Shares**” means convertible restricted voting common shares in the capital of the Company and “**Shares**” means Common Shares and/or Restricted Voting Shares, as the context dictates. Each holder of Restricted Voting Shares is entitled to one vote per Restricted Voting Share, except the Restricted Voting Shares do not carry any entitlement for the holder to vote for the election of the directors. See “Voting Shares and Principal Holders Thereof” below.

All references to Shareholders in the Notice of Meeting, Circular and the accompanying Proxy are to registered Shareholders of the Company as set forth on the List of Registered Shareholders of the Company maintained by the Registrar and Transfer agent for the Company, TSX Trust (“**TSX Trust**”) unless specifically stated otherwise.

“**Beneficial Shareholders**” means shareholders who do not hold Shares in their own name and “**Intermediaries**” refers to brokers, investment firms, clearing houses and similar entities that own securities on behalf of Beneficial Shareholders.

GENERAL PROXY INFORMATION

Solicitation of Proxies

The solicitation of proxies will be primarily by mail, but proxies may be solicited personally or by telephone by directors, officers and regular employees of the Company. The Company will bear all costs of this solicitation. We have arranged for intermediaries to forward the meeting materials to beneficial owners of the Shares held of record by those intermediaries and we may reimburse the intermediaries for their reasonable fees and disbursements in that regard.

Appointment of Proxyholders

The individuals named in the accompanying form of proxy (the “**Proxy**”) are officers and/or directors of the Company. **If you are a Shareholder entitled to vote at the Meeting, you have the right to appoint a person or company other than the persons designated in the Proxy, who need not be a Shareholder, to attend and act for you and on your behalf at the Meeting.** You may do so either by inserting the name of that other person in the blank space provided in the Proxy or by completing and delivering another suitable form of Proxy.

Voting by Proxyholder

The persons named in the Proxy will vote or withhold from voting the Shares represented thereby in accordance with your instructions on any ballot that may be called for. If you specify a choice with respect to any matter to be acted upon, your Shares will be voted accordingly. The Proxy confers discretionary authority on the persons named therein with respect to:

- (a) each matter or group of matters identified therein for which a choice is not specified, other than the appointment of an auditor and the election of directors;
- (b) any amendment to or variation of any matter identified therein; and
- (c) any other matter that properly comes before the Meeting.

In respect of a matter for which a choice is not specified in the Proxy, the management appointee acting as a proxyholder will vote in favour of each matter identified in the Proxy and, if applicable, for the nominees of management for directors and auditor as identified in the Proxy.

Registered Shareholders

Registered Shareholders may wish to vote by proxy whether or not they are able to attend the Meeting. Registered Shareholders who wish to submit a proxy may choose one of the following voting options:

- (a) complete, date and sign the Proxy and return it to TSX Trust by fax within North America at (416) 595-9593, or by mail or hand delivery to the 301 – 100 Adelaide Street West, Toronto, Ontario, M5H 4H1; or
- (b) use a touch-tone phone to transmit voting choices to the toll-free number given in the Proxy. Registered Shareholders who choose this option must follow the instructions of the voice response system and refer to the enclosed Proxy form for the toll-free number and the holder's 15-digit control number; or
- (c) via the internet at TSX Trust's website, <https://www.voteproxyonline.com/pxlogin> or via email to tsxtrustproxyvoting@tmx.com. Registered Shareholders must follow the instructions provided and refer to the enclosed Proxy form for the holder's 15-digit control number.

To be effective, proxies must be received by TSX Trust no later than Monday, June 27, 2022 at 1:00 p.m. (EDT), or in the case of any adjournment of the Meeting not later than 48 hours prior to the Meeting, excluding Saturdays, Sundays and holidays, or any adjournment thereof or to the Chairman of the Meeting on the day of the Meeting or any adjournment thereof. Failure to complete or deposit a Proxy properly may result in its invalidation.

Beneficial Holders of Shares

The information set forth in this section is of significant importance to many Shareholders, as a substantial number of Shareholders do not hold Shares in their own name. Shareholders who hold their Shares through their brokers, intermediaries, trustees or other persons, or who otherwise do not hold their Shares in their own name (referred to herein as "**Beneficial Shareholders**") should note that only Proxies deposited by Shareholders who appear on the records maintained by the Company's registrar and transfer agent as registered holders of Shares will be recognized and acted upon at the Meeting. If Shares are listed in an account statement provided to a Beneficial Shareholder by a broker, then those Shares will, in all likelihood, not be registered in the Shareholder's name. Such Shares will more likely be registered under the name of the Shareholder's broker or an agent of that broker. In Canada, the vast majority of

such shares are registered under the name of CDS & Co. (the registration name for CDS Clearing and Depository Services Inc., which acts as nominee for many Canadian brokerage firms). In the United States, the vast majority of such common shares are registered under the name of Cede & Co. (the registration name for The Depository Trust Company, which acts as nominee for many United States brokerage firms). Shares held by brokers (or their agents or nominees) on behalf of a broker's client can only be voted or withheld at the direction of the Beneficial Shareholder. Without specific instructions, brokers and their agents and nominees are prohibited from voting shares for the broker's clients. **Therefore, each Beneficial Shareholder should ensure that voting instructions are communicated to the appropriate person well in advance of the Meeting.**

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

The Notice of Meeting, Circular, Proxy and VIF, as applicable, are being provided to both registered Shareholders and Beneficial Shareholders as described below. Beneficial Shareholders fall into two categories - those who object to their identity being known to the issuers of securities which they own ("**OBOs**") and those who do not object to their identity being made known to the issuers of the securities which they own ("**NOBOs**"). This year the Company will NOT be mailing the proxy-related materials directly to the NOBOs. Broadridge Financial Services will take care of mailing to the NOBOs. National Instrument 54-101 "Communication with Beneficial Owners of Securities of a Reporting Issuer" ("**NI 54-101**") permits an issuer to directly deliver proxy-related materials to its NOBOs. In that case, NOBOs would receive a VIF from our transfer agent, TSX Trust. If you are a Beneficial Shareholder and the Company or its agent has sent these materials directly to you, your name, 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.

The Company has distributed copies of the Notice of Meeting, Circular and VIF to intermediaries for distribution to NOBOs. Unless you have waived your right to receive the Notice of Meeting, Circular and VIF, intermediaries are required to deliver them to you as a NOBO of the Company and to seek your instructions on how to vote your common shares.

The Company's OBOs can expect to be contacted by Broadridge or their brokers or their broker's agents. The Company does not intend to pay for intermediaries to deliver the Notice of Meeting, Circular and VIF to OBOs and, accordingly, if an OBO's intermediary does not assume the costs of delivery of those documents in the event that the OBO wishes to receive them, the OBO may not receive the documentation.

Although a Beneficial Shareholder may not be recognized directly at the Meeting for the purposes of voting Shares registered in the name of the applicable broker, a Beneficial Shareholder may attend the Meeting as proxyholder for the registered Shareholder and vote the Shares in that capacity. NI 54-101 allows a Beneficial Shareholder who is a NOBO to submit to the Company or an applicable intermediary any document in writing that requests that the NOBO or a nominee of the NOBO be appointed as proxyholder. If such a request is received, the Company or an intermediary, as applicable, must arrange, without expense to the NOBO, to appoint such NOBO or its nominee as a proxyholder and to deposit that Proxy within the time specified in this Circular, provided that the Company or the intermediary receives such written instructions from the NOBO at least one business day prior to the time by which proxies are to be submitted at the Meeting, with the result that such a written request must be received by 1:00 p.m. (EDT) on the day that is at least three business days prior to the Meeting or any postponement or adjournment thereof. **A Beneficial Shareholder who wishes to attend the Meeting and to vote their Shares as proxyholder for the registered Shareholder, should enter their own name in the blank space on the VIF or such other document in writing that requests that the NOBO or a nominee of the NOBO be appointed as proxyholder and return the same to their broker (or the broker's agent) in accordance with the instructions provided by such broker.**

Notice to Shareholders in the United States

This solicitation of proxies involves securities of an issuer located in Canada and is being effected in accordance with the corporate laws of the Province of Ontario, Canada and the securities laws of the provinces of Canada. The proxy solicitation rules under the *United States Securities Exchange Act of 1934*, as amended, are not applicable to the Company or this solicitation, and this solicitation has been prepared in accordance with the disclosure requirements of the securities laws of the provinces of Canada. Shareholders should be aware that disclosure requirements under the securities laws of the provinces of Canada differ from the disclosure requirements under United States securities laws.

The enforcement by Shareholders of civil liabilities under United States federal securities laws may be affected adversely by the fact that the Company is governed by the *Business Corporations Act* (Ontario) (the "**BCA**"), as amended, certain of its directors and its executive officers are residents of Canada and a substantial portion of its assets and the assets of such persons are located outside the United States. Shareholders may not be able to sue a foreign company or its officers or directors in a foreign court for violations of United States federal securities laws. It may be difficult to compel a foreign company and its officers and directors to subject themselves to a judgment by a United States court.

Revocation of Proxy

In addition to revocation by any other manner permitted by law, a registered Shareholder who has given a Proxy may revoke it by:

- (a) executing a Proxy bearing a later date or by executing a valid notice of revocation, either of the foregoing to be executed by the registered Shareholder or the registered Shareholder's authorized attorney in writing, or, if the Shareholder is a corporation, under its corporate seal by an officer or attorney duly authorized, and delivering the Proxy bearing a later date or the valid notice of revocation to TSX Trust at the time and place noted above or to the Chairman of the Meeting on the day of the Meeting or adjournment thereof; or
- (b) attending the Meeting or any adjournment of the Meeting and registering with the scrutineer as a shareholder present in person.

CURRENCY

Unless otherwise noted, all amounts in this Circular are shown in United States dollars, which is the currency used to prepare the Company's financial statements.

FINANCIAL STATEMENTS

The audited consolidated financial statements of the Company for the years ended December 31, 2021 and 2020, together with the auditor's report thereon and related Management's Discussion and Analysis ("MD&A"), will be presented to Shareholders at the Meeting. These documents are available under the Company's profile on SEDAR at www.sedar.com.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

Other than as disclosed elsewhere in this Circular, none of the directors or executive officers of the Company, no proposed nominee for election as a director of the Company, none of the persons who have been directors or executive officers of the Company since the commencement of the Company's last completed financial year and no associate or affiliate of any of the foregoing persons has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting.

VOTING SHARES AND PRINCIPAL HOLDERS THEREOF

The Company has an authorized capital of an unlimited number of Common Shares and Restricted Voting Shares. Each Common Share carries the right to one vote at the Meeting. Each Restricted Voting Share also carries one vote per Restricted Voting Share, except the Restricted Voting Shares do not carry any entitlement for the holder to vote for the election of the directors.

The Board has fixed May 10, 2022 as the record date (the "**Record Date**") for the determination of Shareholders entitled to receive notice of and to vote at the Meeting and at any adjournment thereof, and only Shareholders of record at the close of business on that date are entitled to receive such notice and to vote at the Meeting. As of the Record Date, 19,400,963 Common Shares were issued and outstanding as fully paid and non-assessable shares and 26,108,957 Restricted Voting Shares were issued and outstanding as fully paid and non-assessable shares, for a total of 45,509,936 Shares issued and outstanding as fully paid and non-assessable shares.

To the knowledge of the directors or executive officers of the Company, as at the Record Date, no person beneficially owned, or controlled or directed, whether directly or indirectly, Shares carrying 10% or more of the voting rights attached to the Company's issued and outstanding Shares, Restricted Voting Shares or Common Shares, except for the following:

Name	Number of Shares			Percentage of Outstanding Shares ⁽¹⁾
	Common Shares ⁽³⁾	Restricted Voting Shares ⁽³⁾	Total Shares	
Aziz Rahimtoola	3,565,300	20,203,363	23,768,663 ⁽²⁾	52.22%

Notes:

(1) Based on 45,509,936 Shares issued and outstanding on the Record Date.

- (2) Of total shareholdings, Aziz Rahimtoola holds 3,565,300 as Common Shares and 20,203,363 as Restricted Voting Shares.
- (3) As of the Record Date, there were 19,400,963 Common Shares outstanding and 26,108,957 Restricted Voting Shares Outstanding. At the Record Date, Mr. Rahimtoola held 77.4% of the issued and outstanding Restricted Voting Shares and 18.4% of the issued and outstanding Common Shares.

VOTES NECESSARY TO PASS RESOLUTIONS AT THE MEETING

Under the Company's by-laws, the quorum for the transaction of business at the Meeting is two or more shareholders in person or represented by proxy, carrying not less in aggregate than 10% of the votes entitled to be voted at the meeting. A simple majority of the votes cast at the Meeting (in person or by proxy) is required in order to pass the resolutions referred to in the accompanying Notice of Meeting.

APPOINTMENT OF AUDITOR

At the Meeting, Shareholders will be asked to consider and, if deemed appropriate, to pass an ordinary resolution appointing MNP LLP, Chartered Professional Accounts as auditor of the Company to hold office until the next annual general meeting of Shareholders and to authorize the Board to fix the remuneration of the auditor (the "**Auditor Appointment Resolution**"). MNP LLP, Chartered Professional Accountants has been the auditor of the Company since December 12, 2017 and have continued as the Company's auditors following the Company's qualifying transaction which closed on November 19, 2021.

The Board recommends that each Shareholder vote FOR the Auditor Appointment Resolution. Unless otherwise indicated, the persons named in the enclosed Proxy form intend to vote FOR the Auditor Appointment Resolution.

SET THE NUMBER OF DIRECTORS

At the Meeting, Shareholders will be asked to consider and, if deemed appropriate, to pass an ordinary resolution setting the number of directors at five (5) (the "**Board Size Resolution**").

The Board recommends that each Shareholder vote FOR the Board Size Resolution. Unless otherwise indicated, the persons named in the enclosed Proxy form intend to vote FOR the Board Size Resolution.

ELECTION OF DIRECTORS

The number of directors of the Company is currently fixed at five (5). The persons named below are the nominees of management for election as directors, all of whom are current directors of the Company. Each director elected will hold office until the next annual general meeting or until the director's successor is elected or appointed unless the director's office is earlier vacated under any of the relevant provisions of the Articles of the Company or the *Business Corporations Act* (Ontario).

The Board recommends that each Shareholder vote FOR the appointment of each of the nominees listed below. It is the intention of the persons named as proxyholders in the enclosed Proxy form to vote for the election to the board of directors of the Company ("**Board**") of those persons hereinafter designated as nominees for election as directors. The Board does not contemplate that any of such nominees will be unable to serve as a director; however, if for any reason any of the proposed nominees do not stand for election or are unable to serve as such, proxies in favour of management designees will be voted for another nominee in their discretion unless the Shareholder has specified in such Shareholder's Proxy that such Shareholder's Shares are to be withheld from voting in the election of directors. The Restricted Voting Shares do not carry any entitlement for the holder to vote for the election of the directors. See "Voting Shares and Principal Holders Thereof" above.

The following table sets out the name of each of the persons proposed to be nominated for election as a director of the Company; all positions and offices in the Company presently held by the nominee; the nominee's present principal occupation or employment; the period during which the nominee has served as a director; and the number of Shares that the nominee has advised are beneficially owned by the nominee, directly or indirectly, or over which control or direction is exercised, as of the Record Date:

Name, place of residence and positions with the Company	Present principal occupation, business or employment	Period served as a director	Shares beneficially owned or controlled ⁽³⁾
Aziz Rahimtoola ⁽⁶⁾ Chief Executive Officer, Chairman & Director Los Angeles, California, USA	CEO of the Company	Since November 19, 2021	23,768,663 Shares ⁽⁴⁾ 10,000 stock options ⁽⁷⁾
Paula Madison ⁽²⁾ Director Los Angeles, California, USA	CEO of Madison Media Management LLC & CEO of 88 Madison Media Inc.	Since November 19, 2021	Nil Shares 100,000 stock options ⁽⁷⁾
Carl Farrell ⁽¹⁾⁽²⁾ Director Toronto, Ontario, Canada	Retired Executive; Chair of the Advisory Board Dalet S.A. France, Board and REMCO member of Basware Oyj Finland	Since November 19, 2021	435,336 Common Shares ⁽⁵⁾ 100,000 stock options ⁽⁷⁾
Muizz Kheraj ⁽¹⁾⁽²⁾ Director Los Angeles, California, USA	Managing Director, Investment Banking of FocalPoint Partners, LLC	Since November 19, 2021	207,579 Common Shares 100,000 stock options ⁽⁷⁾
Jennifer Cabalquinto ⁽¹⁾ Director Oakland, California, USA	Chief Financial Officer of 2K	Since January 13, 2022	Nil Shares 100,000 stock options ⁽⁷⁾

Notes:

- (1) Member of the Audit Committee.
- (2) Member of the GNC Committee
- (3) Information with respect to Shares beneficially owned or controlled have been provided by the nominees.
- (4) Of total shareholdings, Aziz Rahimtoola holds 3,565,300 as Common Shares and 20,203,363 as Restricted Voting Shares
- (5) Of total shareholdings beneficially owned or controlled, 425,338 Common Shares are held directly and 10,000 Common Shares are held through Mr. Farrell's spouse.
- (6) Mr. Rahimtoola is also a director of all of the subsidiaries of the Company.
- (7) Stock options issued on January 13, 2022 with an exercise price of Cdn\$1.38 and an expiry date of January 13, 2032. The stock options vest quarterly over 3 years, with the first tranche vested effective April 13, 2022.

Biographies of Proposed Directors

Aziz Rahimtoola

Aziz is an avid mobile evangelist who has held leadership roles with multiple media and telecommunications companies. As CEO, Aziz is responsible for keeping the company and its employees focused on short- and long-term growth objectives. Prior to joining Sabio Inc., Aziz was SVP at Opera Mediaworks where he helped foster revenue and product

innovation. Other experiences include Director roles at AT&T's Adworks and NBC Universal. Aziz founded Sabio in 2014, and became CEO and director of the Company upon close of the RTO on November 19, 2021.

Paula Madison

Paula brings over four decades of media management, C-suite experience, and proven leadership at global companies such as General Electric and NBCUniversal to her directorship with Sabio. She is a media mogul and was named one of the most influential African American women in America. Paula was also a former owner of the Los Angeles Sparks WNBA basketball team. Paula was appointed a director of the Company concurrent with the completion of the RTO on November 19, 2021.

Carl Farrell

An accomplished Global Executive and Board Member with a portfolio of broad experiences working with successful and innovative technology companies on a global scale. A proven leader who has held many senior positions as he delivered growth and value, by bringing new technologies to market in large and small organizations. Past positions include, the Chief Revenue Officer of SAS Institute and more recently, President of Altus Group. Carl now spends his time as an investor in early stage companies, and sitting on the board of directors of select companies in Europe and North America. Carl was appointed a director of the Company concurrent with the completion of the RTO on November 19, 2021.

Muizz Kheraj

Muizz Kheraj has more than two decades of experience in technology, both as a software engineer and as an experienced advisor, supporting the capital market needs of middle-market entrepreneurs. Muizz built the TMT practice at McGladrey Capital Markets, LLC. He has held leadership roles at various technology and digital media start-ups and currently holds active board advisory roles within numerous bleeding-edge technology firms. He has led, managed and closed an aggregate of more than \$1 billion in transactions in the technology sector. He holds a Master of Business Administration from the University of Southern California's Marshall School of Business, a Master of Science in electrical engineering from California State University, Los Angeles, and a Bachelor of Science in aerospace engineering from the University of California, Los Angeles. Muizz was appointed a director of the Company concurrent with the completion of the RTO on November 19, 2021.

Jennifer Cabalquinto

A 30+ year finance executive, Jennifer is currently the Chief Financial Officer of 2K, and previously served as the CFO and Special Advisor of the Golden State Warriors. Her career has steered the corporate finance function within startup, turnaround and rapidly expanding environments spanning media, sports and entertainment industries. Jennifer serves on the boards of KQED and Golden Gate National Parks Conservancy and is on the audit committee for Leadership Education for Asian Pacifics (LEAP). She serves as Risk Committee Chair and Audit Committee Vice-Chair of American Century Investments – Mountain View Funds. She is also on the advisory board for San Francisco State University's College of Business and SUNY Binghamton's School of Management. Jennifer earned a bachelor's degree in Accounting from SUNY, Binghamton's School of Management. Jennifer was appointed a director of the Company on January 13, 2022.

None of the proposed directors is, as at the date of this Circular, or has been, within the ten years preceding the date of this Circular, a director, chief executive officer or chief financial officer of any company (including the Company) that:

(a) was subject to a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation that was in effect for a period of more than 30 consecutive days (collectively, an “Order”), when such Order was issued while the person was acting in the capacity of a director, chief executive officer or chief financial officer of the relevant company; or

(b) was subject to an Order that was issued after such person ceased to be a director, chief executive officer or chief financial officer of the relevant company, and which resulted from an event that occurred while the person was acting in the capacity of a director, chief executive officer or chief financial officer of the relevant company.

No proposed director is, as at the date of this Circular, or has been, within the ten years preceding the date of this Circular, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

No proposed director has, within the ten years preceding the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of that person.

No proposed director has been subject to: (a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

Management of the Company recommends that Shareholders vote in favor of the resolution to approve the election of the above nominees as directors. Unless you give other instructions, the persons named in the enclosed form of proxy intend to vote FOR the election of the nominees.

APPROVAL OF OMNIBUS EQUITY INCENTIVE COMPENSATION PLAN

The Company’s existing rolling amended and restated share option plan (the “**Existing Plan**”) was approved by the Shareholders at the Company’s special meeting held on October 6, 2021. On November 24, 2021, the Exchange adopted the new Policy 4.4 - Security Based Compensation (the “**Exchange Policy**”), which, among other amendments, clarified the rules for classes of compensation securities other than stock options (“**Options**”), such as deferred share units (“**DSU**”), performance share units (“**PSU**”) and restricted share units (“**RSU**”) (collectively, the “**New Security Based Compensation**”), permitted the exercise of Options on a cashless and net exercise basis and codified the Exchange’s pre-existing unwritten rules governing security based compensation plans and grants. The Board determined it to be in the best interest of the Company to amend, restate, supersede and replace in its entirety the Existing Plan with a new omnibus equity incentive compensation plan on April 30, 2022 (the “**New Plan**”). The New Plan is a “*rolling up to 10% and fixed up to 10%*” Security Based Compensation Plan, as defined in the Exchange Policy. Similar to the Existing Plan, the New Plan includes the “Sub-Plan for U.S. Participants” as more particularly set out in Article 11 of the Plan (“**U.S. Sub-Plan**”), which provisions are only applicable to either U.S. residents or U.S. taxpayers (“**U.S. Participants**”). A copy of the New Plan is attached as Appendix “B” to this Circular and is subject to final approval of the Exchange. For greater certainty, the Legacy Share Option Plan (Fixed) approved by the Shareholders at the Company’s special meeting held on October 6, 2021 and ratified by the Board on October 12, 2021 (the “**Legacy Plan**”) shall remain in full force and effect.

As of May 10, 2022, the Company had a total of 3,906,691 Options outstanding in aggregate under the Existing Plan and the Legacy Plan.

Pursuant to the Exchange Policy, Shareholders will be asked to consider and, if deemed advisable, pass, with or without variation, an ordinary resolution, subject to regulatory approval, approving the New Plan at the Meeting. If the New Plan is approved by the Shareholders at the Meeting and the Exchange, all existing grants of awards under the Existing Plan is expected to be transitioned to, governed by and assumed under the New Plan.

Summary of the Omnibus Equity Incentive Compensation Plan

The Company proposes to replace the Existing Plan with the New Plan to provide for the flexibility to grant equity-based incentive awards in the form of Options, RSUs, DSUs and PSUs. The purpose of the New Plan is to advance the interests of the Company and its subsidiaries by providing an incentive to eligible persons to acquire a proprietary interest in the Company, to continue their participation in the affairs of the Company, to recognize contributions made by such persons and to create an incentive to increase their efforts on behalf of the Company.

Shareholders will be asked at the Meeting to pass an ordinary resolution approving, ratifying and confirming the New Plan, and approving the issuance of Options up to a maximum of ten percent (10%) of the Company's issued and outstanding share capital from time to time and a fixed number of other Awards (as defined below), other than Options, issuable under the New Plan up to a maximum of 4,550,993, being ten percent (10%) of the number of issued and outstanding share capital outstanding as of the date of implementation of the New Plan.

The following is a summary of the principal terms of the New Plan, which is qualified in its entirety by reference to the text of the New Plan, a copy of which is attached Appendix "B" to this management information circular.

The New Plan provides for a maximum number of the Company's RSUs, DSUs and PSUs (other than Options) that may be issued under the New Plan of up to a maximum of 10% of the issued and outstanding Shares of the Company ("**Outstanding Shares**") as at the effective date of implementation of the New Plan, that is 4,550,993 Shares ("**Award Cap**"). It is clarified that the aggregate number of Shares issuable upon the exercise of all Options granted under the New Plan (including, for greater certainty, the U.S. Sub-Plan) and Shares reserved for issuance pursuant to the exercise of options granted under any other share compensation arrangement (including, but not limited to, the Legacy Plan) granted or made available by the Company from time to time may not exceed in aggregate 10% of the Outstanding Shares at the time of any option grant.

Purpose

The purpose of the New Plan, which, for greater certainty, includes the U.S. Sub-Plan, is to provide an incentive to eligible persons to acquire a proprietary interest in the Company, to continue their participation in the affairs of the Company, to recognize contributions made by such Persons and to create an incentive to increase their efforts on behalf of the Company. It is the intention of the Company that the New Plan will at all times be in compliance with the Exchange Policy and any inconsistencies between the New Plan and the Exchange Policy will be resolved in favour of the latter.

Types of Awards

In addition to grant of Options as permitted under the Existing Plan, the New Plan provides for the grant of RSUs, DSUs, PSUs or common share-based awards (each an "**Award**" and collectively, the "**Awards**"). All Awards are

granted by either (i) a written agreement entered into by the Company and a Service Provider (as defined in the New Plan) that is the recipient of an Award granted or issued by the Company (“**Participant**”) setting forth the terms and provisions applicable to Awards granted under the New Plan; or (ii) a written statement issued by the Company to a Participant describing the terms and provisions of applicable to Awards granted under this Plan (an “**Award Agreement**”).

Plan Administration

Similar to the Existing Plan, the New Plan is administered by the Board, which may delegate its authority to a duly authorized committee of the Board appointed by the Board to administer the New Plan. Subject to the terms of the New Plan, applicable law and the rules of the Exchange, the Board (or its delegate) has the power and authority, including but not limited, to:

- (a) interpret and administer the New Plan;
- (b) establish, amend and rescind any rules and regulations relating to the New Plan; and
- (c) make any other determinations that the Board deems necessary or appropriate for the administration of the New Plan.

Without limiting the generality of the foregoing, the Board has the power to:

- (a) grant Awards and allot Common Shares for issuance in connection with the exercise of the Awards;
- (b) select Award recipients and establish all Award terms and conditions, including grant, exercise price, issue price and vesting terms and approve the terms of any Award Agreement;
- (c) approve the pre-vesting or waive the requirement of vesting with respect to any Award, subject to the Award Agreement and Exchange Policy;
- (d) determine performance goals applicable to Awards and whether such performance goals have been achieved;
- (e) make determinations as to whether a Change of Control (as defined below) has occurred;
- (f) subject to provisions of the New Plan and any necessary regulatory approval and requirements of the policies of the Exchange, amend, suspend, terminate or discontinue this New Plan; and
- (g) delegate all or such portion of its powers to a committee of the Board.

Shares Available for Awards

Subject to adjustments as provided for under the New Plan, the maximum number of Common Shares of the Company issuable pursuant to the exercise of Options available for issuance under the New Plan (including, for greater certainty, the U.S. Sub-Plan) and Common Shares reserved for issuance pursuant to the exercise of Options granted under any other share compensation arrangement of the Company (including, but not limited to, the Legacy Plan) from time to time shall not exceed 10% of the issued Common Shares of the Company as at the date of any Option grant and provided further that the maximum number of RSUs, DSUs, PSUs and other share-based awards (other than Options)

that may be issued under the New Plan shall be fixed at the Award Cap, that is, a maximum of 10% of the Outstanding Shares of the Company as at the effective date of implementation of the New Plan.

Subject to the Award Cap, the New Plan is considered to be a “rolling” plan as Common Shares of the Company covered by share Options (but not other Awards) which have been exercised or settled, as applicable, will be available for subsequent grant under the New Plan and the number of Options (but not other Awards) that may be granted under the New Plan increases if the total number of issued and outstanding Common Shares of the Company increases.

Unless the Company has obtained Disinterested Shareholder Approval (as defined in the New Plan), the number of Common Shares of the Company issuable to Insiders (as a group), as defined in the New Plan, at any time, under all security-based compensation arrangements of the Company may not exceed 10% of the Company’s Outstanding Shares. The number of Common Shares of the Company issued to Insiders (as a group) within any 12 month period, under all security-based compensation arrangements of the Company may not exceed 10% of the Company’s issued and outstanding Common Shares;

Eligible Persons

As permitted under the Existing Plan, any *bona fide* director, officer, employee, management company employee, consultant or consultant company (each a “**Service Provider**”), and a company, 100% of the share capital of which is beneficially owned by one or more Service Providers shall be eligible to be selected to receive an Award under the New Plan (the “**Eligible Persons**”).

Limits for Individuals

Unless the Company has obtained the requisite Disinterested Shareholder Approval pursuant to the Exchange Policy, the maximum aggregate number of Common Shares that are issuable pursuant to all security based compensation granted or issued in any 12 month period to any one person must not exceed 5% of the Outstanding Shares, calculated as at the date any security based compensation is granted or issued to the person, except as expressly permitted and accepted by the Exchange for filing under Part 6 of the Exchange Policy shall not be included in calculating this 5% limit.

Limits for Consultants

The maximum aggregate number of Common Shares of the Company that are issuable pursuant to all security based compensation granted or issued in any 12 month period to any one Consultant must not exceed 2% of the outstanding shares of the Company, calculated as at the date any Security Based Compensation is granted or issued to the Consultant, except that securities that are expressly permitted and accepted for filing under Part 6 of the Exchange Policy shall not be included in calculating this 2% limit.

Limits for Investor Relations Service Providers

Investor Relations Service Providers may not receive any Award other than Options. The maximum aggregate number of Common Shares that are issuable pursuant to all Options granted in any 12 month period to all Investor Relations Service Providers (as defined in the New Plan), in aggregate shall not exceed 2% of the Outstanding Shares of the Company, calculated as at the date any option is granted to any such Investor Relations Service Provider. Options granted to Investor Relations Service Providers will vest:

- (a) over a period of not less than 12 months such that:
 - (i) no more than 1/4 of the Options vest no sooner than three months after the Options were granted;
 - (ii) no more than another 1/4 of the Options vest no sooner than six months after the Options were granted;
 - (iii) no more than another 1/4 of the options vest no sooner than nine months after the Options were granted; and
 - (iv) the remainder of the Options vest no sooner than 12 months after the Options were granted.
- (b) such longer vesting period as the Board may determine.

Blackout Period

In the event that the he expiry date, redemption date or settlement date of any Award, other than an Incentive Stock Option, as defined in the New Plan fall within a Blackout Period (as defined in the New Plan) or within nine (9) business days following the expiration of a Blackout Period, such expiry date, redemption date or settlement date shall, subject to approval of the Exchange and, to the extent applicable, compliance with Section 409A of the U.S. Internal Revenue Code of 1986, be automatically extended without any further act or formality to that day which is the tenth (10th) business day after the end of the Blackout Period, such tenth business day to be considered the expiry date, redemption date or settlement date for such Award for all purposes under this New Plan.

Vesting

Vesting of options shall be at the discretion of the Board and, with respect to any particular Options granted under the New Plan, in the absence of a vesting schedule being specified at the time of grant, all such options shall vest immediately. All Award, other than an Option, may not vest earlier than one year after the date of grant of the Award except that the Board may in its sole discretion accelerate the vesting for a Participant who dies or who ceases to be an eligible Participant under the New Plan or in connection with a Change of Control (as described below).

Description of Awards and Effect of Termination on Awards

Options

An Option entitles a holder thereof to purchase a prescribed number of treasury Common Shares at an exercise price set at the time of the grant. Subject to the provisions of the New Plan, the Board or its delegate, will be permitted to grant Options under the New Plan. Options vest over a period of time as established by the Board from time to time. The term of each option will be fixed by the Board or its delegate, but may not exceed 10 years from the date of grant subject to extension where the expiry date falls within a Blackout Period. The option price for each grant of an option under the New Plan shall be determined by the Board and shall be specified in the Award Agreement. The Exercise Price of an Option shall also be determined by the Board at the time such option is allocated under the New Plan, and cannot be less than the Discounted Market Price (as defined in the policies of the Exchange), provided that, if the Company does not issue a news release to announce the grant and the exercise price of an Option, the Discounted Market Price is the last closing price of the Common Shares before the date of grant of the Option less the applicable discount. A minimum exercise price cannot be established unless the Options are allocated to particular persons.

Options granted pursuant to the New Plan shall be exercisable at such times and on the occurrence of such events, and be subject to such restrictions and conditions, as the Board shall in each instance approve, which need not be the same for each grant or for each participant. Without limiting the foregoing, the Board may, in its sole discretion, permit the exercise of an Option through either:

- (a) a cashless exercise (a “**Cashless Exercise**”) mechanism in accordance with Exchange Policy; or
- (b) a net exercise (a “**Net Exercise**”) mechanism, whereby options, excluding options held by any Investor Relations Service Provider, are exercised without the participant making any cash payment so the Company does not receive any cash from the exercise of the subject options, and instead the participant receives only the number of underlying Common Shares that is the equal to the quotient obtained by dividing:
 - (i) the product of the number of Options being exercised multiplied by the difference between the VWAP (as defined below) of the underlying Common Shares and the exercise price of the subject Options;
 - (ii) the VWAP of the underlying Common Shares.

where, “**VWAP**” means the volume weighted average trading price of the Company’s Common Shares on the Exchange calculated by dividing the total value by the total volume of such securities traded for the five trading days immediately preceding the exercise of the subject option, provided that where appropriate, the Exchange may exclude internal crosses and certain other special terms trades from the calculation.

Notwithstanding the foregoing, in the case of a U.S. Participant, the number of Common Shares delivered to the participant in connection with a Net Exercise will in no event be greater than the number of Common 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 Fair Market Value (as defined in the New Plan) of a Common Share as of the exercise date and the exercise price of the subject options; by
- (ii) the Fair Market Value of a Common Share as of the exercise date.

Restricted Share Units

Subject to the provisions of the New Plan, the Board or its delegate will be permitted to grant RSUs under the Plan. An RSU is an award denominated in units that does not vest until after a specified period of time or is subject to the achievement of performance criteria, and/or upon the occurrence of other events as determined by the Board, in its discretion and which may be forfeited if conditions to vesting are not met, and provides the holder thereof with a right to receive Common Shares or cash amount upon settlement of the Award, subject to any such restrictions that the Board may impose.

Each RSU grant shall be evidenced by an Award Agreement that shall specify the period(s) of restriction, the number of RSUs granted, the settlement date for RSUs, and any such other provisions as the Board shall determine, provided that, no RSUs shall vest (i) earlier than one year, or (ii) later than three years, after the date of grant, except that the Board may in its sole discretion accelerate the vesting for a Participant who dies or who ceases to be an eligible

Participant under the New Plan in connection with a Change of Control (as described below). The vesting RSUs shall be subject to satisfaction of performance goals or other vesting condition set out in the Award Agreement.

Deferred Share Units

Subject to the provisions of the New Plan, the Board will be permitted to grant DSUs to Participants under the New Plan. A DSU is an award denominated in units that provides the holder thereof with a right to receive Common Shares upon settlement of the Award, subject to any such restrictions that the Board may impose. No DSU shall vest earlier than one year after the date of grant, except that the Board may in its sole discretion accelerate the vesting for a Participant who dies or who ceases to be an eligible Participant under the Plan in connection with a Change of Control.

Performance Units

Subject to the provisions of the New Plan, the Board may grant performance-based Awards in the form of PSUs under the New Plan that are subject to specified performance criteria. Performance-based Awards are based on the attainment of certain target levels of, or a specified increase or decrease (as applicable) in one or more performance goals. A PSU is an award denominated in units the value of which at the time it is payable is determined as a function of the extent to which corresponding performance criteria have been achieved and provides the holder thereof with a right to receive Common Shares upon settlement of the Award, subject to any such restrictions that the Board may impose.

The Board, in its discretion, may award dividend equivalents with respect to New Security Based Compensation. Such dividend equivalent entitlements may be subject to accrual, forfeiture or payout restrictions as determined by the Board or its delegate in their sole discretion.

If the holder of New Security Based Compensation ceases to be an eligible participant for any reason, other than death, any New Security Based Compensation held by the participant that have vested before the termination date will be paid to the participant, provided that all unvested New Security Based Compensation will be immediately cancelled and forfeited to the Company on the termination date. The eligibility of a participant to receive further grants under the New Plan ceases as of the date that the Company or any of its subsidiary provides the participant with written notification that the participant's employment or term of office or engagement, is terminated, notwithstanding that such date may be prior to the termination date.

Change in Control

In the event that the Company undertakes a Change of Control (as described in the New Plan) or other corporate transaction (e.g., stock sale, merger, sale of all or substantially all assets or other similar transaction) (each a **"Corporate Transaction"**):

- (a) subject to applicable laws, the Board may provide that any escrow, holdback, earn-out or similar provisions in the Corporate Transaction may apply to any payment made in respect of an Award to the same extent and in the same manner as such provisions apply to the Company's shareholders; and
- (b) subject to applicable laws, all Awards outstanding on the effective date of the Corporate Transaction shall be treated in the manner described in the definitive agreement with respect to the Corporate Transaction. The treatment specified in the definitive agreement or determined by the Board may include (without limitation) one or more of the following with respect to each outstanding Award:

- (i) continuation of the Award by the Company (if the Company is the surviving entity);
- (ii) assumption of the Award by the surviving entity or its parent in a manner that complies with Sections 409A and 424(a) of the Code (as applicable);
- (iii) substitution by the surviving entity or its parent of a new award for the Award in a manner that complies with Sections 409A and 424(a) of the Code (as applicable);
- (iv) cancellation of the Award and a payment to the Participant with respect to each Common Share subject to the portion of the Award that is vested as of the transaction date (after taking into account any acceleration of vesting that may apply or be provided by the Board) equal to the excess of (A) the value, as determined by the Board in its reasonable discretion, of the property (including cash) received by the holder of a Common Share as a result of the transaction, over (B) the exercise price of the Award (such excess, the “**Spread**”) in the form described in the agreement;
- (v) cancellation of the Award without the payment of any consideration, provided that the Participant shall be notified of such treatment and given an opportunity to exercise the Award in the manner prescribed in the New Plan;
- (vi) suspension of the Participant’s right to exercise the Award during a limited period of time preceding the closing of the transaction if such suspension is administratively necessary to permit the closing of the transaction; and
- (vii) termination of any right a Participant has to exercise the Award prior to the vesting in the Common Shares subject to the Award (i.e., “early exercise”), such that following the closing of the transaction the Award may only be exercised to the extent it is vested.

The Company, from time to time, may substitute or assume outstanding awards granted by another entity, whether in connection with an acquisition of such other entity or otherwise, by either: (i) granting an Award under the New Plan (including, as applicable, the U.S. Sub-Plan) in substitution of such other entity’s award; or (ii) assuming and/or converting such award as if it had been granted under the New Plan (including, as applicable, the U.S. Sub-Plan) if the terms of such assumed award could be applied to an Award granted under the New Plan (including, as applicable, the U.S. Sub-Plan).

Assignability

Except as may be permitted by the Board no Award or other benefit payable under the New Plan shall, except as otherwise specifically provided by law be sold, transferred, pledged, assigned or otherwise alienated or hypothecated.

Amendment

The Board reserves the right, in its absolute discretion, to at any time amend, modify or terminate the New Plan with respect to all Common Shares in respect of Awards that have not yet been granted hereunder. Any amendment to any provision of the New Plan will be subject to any necessary regulatory approvals unless the effect of such amendment is intended to reduce (but not to increase) the benefits of the New Plan to the Service Providers.

The Company will be required to obtain Disinterested Shareholder Approval prior to any of the following actions becoming effective:

- (a) if the New Plan, together with all of the Company's other previous share compensation arrangements and grants or issuances of security based compensation, could result at any time in:
- (i) the aggregate number of Common Shares that are issuable pursuant all security based compensation granted or issued to Insiders (as a group) exceeding 10% of the Outstanding Shares of the Company at any point in time;
 - (ii) the aggregate number of Common Shares of the Company that are issuable pursuant to all security based compensation granted or issued in any 12 month period to Insiders (as a group) exceeding 10% of the Outstanding Shares of the Company, calculated as at the date any security based compensation is granted or issued to any Insider; or
 - (iii) the aggregate number of Common Shares of the Company that are issuable pursuant to all security based compensation granted or issued in any 12 month period to any one person (and where permitted under the Exchange Policy, any companies that are wholly owned by that person) exceeding 5% of the Outstanding Shares, calculated as at the date any security based compensation is granted or issued to the person; or
- (b) any reduction in the exercise price of an Option previously granted to an Insider; or
- (c) the extension to the term of an outstanding Option held by an Insider; or
- (d) any amendment that results in a benefit to an Insider, and for further clarity, cancellation of security based compensation and within one year granting or issuing new security based compensation to the same person is considered an amendment.

U.S. Sub-Plan

The U.S. Sub-Plan applies to the grant of Options to Service Providers who are either U.S. residents or U.S. taxpayers, and is designed to facilitate compliance with U.S. tax, securities and other applicable laws, and to permit the Company to issue tax-qualified incentive stock options to eligible U.S. Participants. The provisions U.S. Sub-Plan are substantially similar to the U.S. Sub-Plan included in the Existing Plan.

The U.S. Sub-Plan includes the following provisions, which summary is, for greater certainty, subject to the specific provisions of the New Plan:

1. **Contradiction with Other Provisions:** In any case of an irreconcilable contradiction (as determined by the Board) between the provisions of the U.S. Sub-Plan and the other provisions of the New Plan, the provisions of the U.S. Sub-Plan will govern and supersede any such contradiction unless explicitly provided otherwise in the U.S. Sub-Plan.
2. **Eligible Participants:** Incentive stock options may be granted only to Service Providers who are employees of the Company or a subsidiary in accordance with the Code. Non-statutory stock options may be granted to any Service Provider, provided that Service Providers who are U.S. Participants and render services as U.S. consultants or independent contractors (as classified under applicable U.S. law) shall be natural persons and otherwise meet the requirements of Rule 701 of the U.S. Securities Act.

3. **Exercise Price.** Subject to the New Plan, the exercise price of each Option granted to a U.S. Participant will be not less than one hundred percent (100%) of the fair market value of the Common Shares subject to the Option on the date the Option is granted.
4. **Vesting.** An Option may, at the Board's discretion, include a provision whereby the U.S. Participant may elect at any time before the U.S. Participant has left his/her/their employ/office or has been advised by the Company that his/her/their services are no longer required or his/her/their service contract has expired to exercise the Option as to any part or all of the Common Shares subject to the Option prior to the full vesting of the Option. Any unvested Common Shares so purchased may be subject to a repurchase right in favor of the Company or to any other restriction the Board determines to be appropriate, subject to the New Plan.
5. **Maximum Term.** Options granted to U.S. Participants shall vest in accordance with the terms of the Option provided in the applicable Award Agreement, and shall have a term and may be exercised following termination in accordance with the New Plan, provided that in no event may any Option be exercised later than the tenth (10th) anniversary of the relevant grant date.
6. **Repurchase Right.** The terms of any repurchase right in favor of the Company will be specified in the applicable Award Agreement and shall be subject in all respects to the Exchange Policy. The repurchase price for vested Common Shares will be the fair market value of the Common Shares on the date of repurchase. The repurchase price for unvested Common Shares will be the lower of: (a) the fair market value of the Common Shares on the date of repurchase; and (b) the exercise price paid by the U.S. Participant for such Common Shares.
7. **Transferability.** Subject to the New Plan and compliance with the Exchange Policy, prior to exercise, Options and Common Shares issuable upon exercise of such Options, may not be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner other than by will or by the laws of descent or distribution. However, subject to compliance with the Exchange Policy, to the extent permitted by applicable law, the Board may in its sole discretion grant nonstatutory stock options that may be transferred by instrument to an inter vivos or testamentary trust in which the Options are to be passed to beneficiaries upon the death of the trustor (settlor) or by gift to family members.
8. **Additional Board Administration Authority.** With respect to U.S. Participants the Board shall also have the authority to: (a) determine the fair market value of the Common Shares; (b) approve the form(s) of Award Agreement(s) and other related documents used under the U.S. Sub-Plan; (c) subject to the terms of the New Plan, determine the terms and conditions of any Option; (d) subject to the terms of the New Plan and the Exchange Policy, amend any outstanding Option or Award Agreement, provided that no amendment shall be made that would materially and adversely affect the rights of any U.S. Participant without his or her consent; (e) subject to the terms of the New Plan and the Exchange Policy, offer to buy out for a payment in cash or Common Shares an Option previously granted under the New Plan based on such terms and conditions as the Board shall establish and communicate to the U.S. Participant at the time that such offer is made; and (f) to construe and interpret the terms of the U.S. Sub-Plan and any Option granted under the New Plan and the U.S. Sub-Plan.
9. **Limits for 10% Stockholders.** A person who owns (or is deemed to own pursuant to Section 424(d) of the Code) stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or any subsidiary, will not be granted an incentive stock option unless the exercise price of such Option is at least one hundred ten percent (110%) of the fair market value on the grant date and the Option is not exercisable after the expiration of five (5) years from the grant date.

10. **No Transfer.** As provided by Section 422(b)(5) of the Code, and if permitted by the New Plan, an incentive stock option will not be transferable except by will or by the laws of descent and distribution, and will be exercisable during the lifetime of the U.S. Participant only by the U.S. Participant or the U.S. Participant's guardian or legal representative. If permitted by the Exchange Policy, and the Board elects to allow the transfer of an Option by a U.S. Participant that is designated as an incentive stock option, such transferred Option will automatically become a nonstatutory stock option.
11. **U.S. \$100,000 Limit.** As provided by Section 422(d) of the Code and applicable regulations, to the extent that the aggregate fair market value of Common Shares with respect to which incentive stock options are exercisable for the first time by any U.S. Participant during any calendar year (under all plans of the Company and any subsidiary) exceeds US\$100,000 (or such other limit established in the Code) or otherwise does not comply with the rules governing incentive stock options, the Options or portions thereof that exceed such limit (according to the order in which they were granted) or otherwise do not comply with such rules will be treated as nonstatutory stock options, notwithstanding any contrary provision of the applicable Option.
12. **Post-Termination Exercise Period.** The U.S. Internal Revenue Code requires that at all times beginning on the grant date and ending on the day three (3) months before the date of exercise of the Option, the U.S. Participant must be an employee of the Company or a subsidiary (except in the event of the U.S. Participant's death or disability, in which case longer periods apply).
13. **Disqualifying Disposition.** If a U.S. Participant disposes of Common Shares acquired upon exercise of an incentive stock option within two years from the grant date or one year after such Common Shares were acquired pursuant to exercise of such Option, the U.S. Participant shall notify the Company in writing of such disposition.

Terms Applicable to California Participants

A U.S. Participant located in California shall receive nonstatutory stock options and incentive stock options that comply with certain provisions, including the following, which summary is, for greater certainty, subject to the specific provisions of the New Plan:

1. **Securities Law Compliance.** A person shall not be eligible for the grant of a security if, at the time of grant, either the offer or the sale of the Company's securities to such person is not exempt under Rule 701 of the U.S. Securities Act because of the nature of the services that the person is providing to the Company and/or any affiliate, or because such person is not a natural person, or as otherwise provided by Rule 701, unless the Company determines that such grant need not comply with the requirements of Rule 701 and will satisfy another exemption under the U.S. Securities Act, as well as comply with the securities laws of all other relevant jurisdictions.
2. **Termination of Employment.** In the event a California Participant's employment or service with the Company or a subsidiary terminates (other than upon the California Participant's death or disability), the California Participant shall have at least 30 days after termination of employment to exercise the California Participant's Option (to the extent that the California Participant was entitled to exercise such Option as of the date of termination), or, if earlier, until the expiration of the term of the Option as set forth in the applicable agreement. If, after termination, the California Participant does not exercise the California Participant's Option within the time specified in the applicable agreement, the Option shall terminate.

3. **Disability of Participant.** In the event that a California Participant's employment or service with the Company or a subsidiary terminates as a result of the California Participant's disability, the California Participant shall have at least six months to exercise the Participant's Option (to the extent that the California Participant was entitled to exercise such Option as of the date of termination), or, if earlier, until the expiration of the term of the Option as set forth in the applicable agreement. If, after termination, the California Participant does not exercise the California Participant's Option within the time specified herein, the Option shall terminate.
4. **Death of Participant.** In the event: (i) a California Participant's employment or service with the Company or a subsidiary terminates as a result of the California Participant's death; or (ii) the California Participant dies within the post-termination exercise period (if any) specified in the Option after the termination of the California Participant's employment for a reason other than death, then the Option shall be exercisable (to the extent the California Participant was entitled to exercise such Option as of the date of death) by the California Participant's estate, by a person who acquired the right to exercise the Option by bequest or inheritance or by a person designated to exercise the Option upon the California Participant's death for at least six (6) months following the date of death or, if earlier, until the expiration of the term of such Option as set forth in the applicable agreement. If, after death, the Option is not exercised within the time specified herein, the Option shall terminate.
5. **Expiration Date.** Notwithstanding anything stated herein to the contrary, no Option shall be exercisable on or after the 10th anniversary of the grant date.
6. **Adjustments.** In the event of a stock split, reverse stock split, stock dividend, recapitalization, combination, reclassification or other distribution of the Common Shares without the receipt of consideration by the Company, the number of Common Shares covered by, and the exercise price of, each Option will, without further action of the Company, be proportionally adjusted to reflect such event, and the Company shall make such other adjustments as may be required by Section 25102(o) of the California Corporations Code.
7. **Information.** The Company shall furnish certain summary financial information of the Company's financial condition and results of operations, consistent with the requirements of applicable laws, at least annually to each California Participant during the period such California Participant has one or more Options outstanding, and in the case of an individual who acquired Common Shares pursuant to the Plan, during the period such California Participant owns such Common Shares, subject to the New Plan.

Approval

The New Plan is considered a "rolling up to 10% and fixed up to 10%" Plan as defined in the Exchange Policy. In accordance with Exchange policies, the implementation of the New Plan will require shareholder approval. In addition, the Exchange requires the Company to obtain the approval of its shareholders with respect to the "rolling" portion of the New Plan on an annual basis; however, Shareholder approval of the fixed portion of the New Plan is only required if there is a proposed increase in the number allowable to be granted under the fixed portion of the New Plan.

The Board believes it to be in the best interests of the Company to approve the New Plan and thereby recommends Shareholders of the Company to approve the adoption of the New Plan by the Company. At the Meeting, Shareholders of the Company will be asked to approve the resolution, with or without variation, with respect to the adoption of the New Plan as provided under "Particulars of Matters to be Acted Upon - Approval of the Omnibus Equity Incentive Compensation Plan" on page 35 below.

CORPORATE GOVERNANCE DISCLOSURE

The following description of the corporate governance practices of the Company is provided further to National Instrument 58-101 on “Disclosure of Corporate Governance Practices” (“**NI 58-101**”) and the disclosure prescribed for “Venture Issuers” such as the Company.

Board of Directors

The Board currently consists of five (5) directors, namely Aziz Rahimtoola, Paula Madison, Carl Farrell, Muizz Kheraj and Jennifer Cabalquinto. NI 58-101 suggest that the board of directors of every reporting issuer should be constituted with a majority of individuals who qualify as “independent” directors under NI 52-110 – *Audit Committees* (“**NI 52-110**”), which provides that a director is independent if he or she has no direct or indirect “material relationship” with the Company. The “material relationship” is defined as a relationship that could, in the view of the Board, reasonably interfere with the exercise of a director’s independent judgement. Aziz Rahimtoola is not considered independent by the Board as he is an executive officer of the Company. The balance of directors are considered independent and facilitate the Board’s independent supervision over management. However, management of the Company and the Board believe that all of the non-independent directors of the Company have significant experience with the operations and business of the Company due to their long-standing relationships with the business and within the industry in which the Company operates. With the recommendation of the Chairman and the advice of legal counsel, the Board will evaluate situations on a case-by-case basis to determine whether the exercise of independent judgement is appropriate or necessary under the circumstances. If deemed necessary or appropriate by the Board, the Board may appoint such special committees comprised of independent directors to consider any particular matter or transaction.

Directorships

The existing directors of the Company who are presently directors of other reporting issuers in Canada or elsewhere are as set out below:

Director	Other Reporting Issuers
Carl Farrell	Dalet S.A. (Paris Exchange: DLT); Basware Oyj (Helsinki Exchange: BAS1V)

Orientation and Continuing Education

When new directors are appointed, they receive orientation, commensurate with their previous experience, on the Company's assets, business, technology and industry.

Board meetings may also include presentations by the Company's management and employees to give the directors additional insight into the Company’s business.

Ethical Business Conduct

The Board of Directors has adopted a formal written code of ethics. The Board expects that fiduciary duties placed on individual directors by the Company’s governing corporate legislation and the common law, as well as provisions under corporate legislation for required disclosures by directors and senior officers to the Company of transactions with the Company in which they may have an interest and of any other conflicts of duties and interests, along with compliance with the code of ethics are sufficient to ensure that these persons conduct themselves in the best interests of the Company.

Nomination of Directors

The Board of Directors has formally appointed a Governance, Nominating and Compensation Committee (“**GNC Committee**”). The GNC Committee reviews the skills and competencies of the Board on an annual basis to ensure the appropriateness and suitability for continued oversight of and contribution to the Company. The GNC Committee is guided by the GNC Committee Charter, a copy of which is available on the Company’s website.

Compensation

The GNC Committee periodically reviews the adequacy and form of compensation of the directors and officers of the Company to ensure that the compensation realistically reflects the responsibilities and risks involved in being an effective director or officer. Compensation arrangements between the Company and any director or officer of the Company or between any subsidiary of the Company and any director or officer of the Company are first reviewed and recommended by the GNC Committee and ultimately approved by the Board.

Other Board Committees

The Board has no standing committees other than the Audit Committee and the GNC Committee.

Assessments

The Board reviews its own performance and effectiveness as well as the effectiveness and performance of any committees. The contributions of individual directors are informally monitored by other Board members, bearing in mind the business strengths of the individual and the purpose of originally nominating the individual to the Board.

The Board monitors the adequacy of information given to directors, communication between the Board and Management and the strategic direction and processes of the Board and its committee(s).

The Board believes its corporate governance practices are appropriate and effective for the Company, given its size and operations. The Company’s corporate governance practices allow the Company to operate efficiently, with checks and balances that control and monitor Management and corporate functions without excessive administration burden.

Board Diversity

The Company does not currently have a written policy relating to the identification and nomination of women, Aboriginal peoples, persons with disabilities or members of visible minorities, being the “Designated Groups,” as defined under the *Employment Equity Act* (Canada) as directors. Historically, the Company has not felt that such a policy was needed; however it may consider adopting such a policy in the future. The Company does include a statement in its Board Mandate that the Board will consider diversity in the selection criteria of new Board members.

When the Board selects candidates for executive or senior management positions or for director positions, it considers not only the qualifications, business background and experience of the candidates, it also considers the composition of the group of nominees, to best bring together a selection of candidates allowing the Company’s management or Board, as the case may be to perform efficiently and act in the best interest of the Company and its shareholders. The Company is aware of the benefits of diversity at the executive and senior management levels and on the Board, and therefore the level of representation of women, Aboriginal peoples, persons with disabilities and members of visible minorities is one

factor taken into consideration during the search process for executive and senior management positions or for directors.

The Company has not adopted a “target” number or percentage regarding women, Aboriginal peoples, persons with disabilities or members of visible minorities on the Board or in executive or senior management positions. In addition to diversity considerations, the Company considers candidates based on their qualifications, business background and experience, and does not feel that targets necessarily result in the identification or selection of the best candidates.

There are at present no women, Aboriginal peoples, persons with disabilities or members of visible minorities on the Board or as executive officers of the Company, other than Helen Lum and Kendra Low, who are women acting as the Company’s EVP App Science and Corporate Secretary, respectively, and Paula Madison and Jennifer Cabalquinto, who are women acting as the Company’s Directors.

AUDIT COMMITTEE DISCLOSURE

Pursuant to the Business Corporations Act (British Columbia) and National Instrument 52-110 on “Audit Committees” (“NI 52-110”), the Company is required to have an audit committee.

Audit Committee Charter

Pursuant to NI 52-110, the Company’s Audit Committee is required to have a charter. A copy of the Company’s Audit Committee Charter is set out in Appendix A and is available under the Company’s SEDAR profile at www.sedar.com.

Composition of the Audit Committee

NI 52-110 provides that a member of an audit committee is “independent” if the member has no direct or indirect material relationship with the Company, which could, in the view of the Board, reasonably interfere with the exercise of the member’s independent judgment. As a venture issuer, a majority of the members of the audit committee of the Company must not be executive officers, employees or control persons of the Company or an affiliate of the Company.

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

As at the date of this Circular, the following is information on the members of the Company’s Audit Committee:

Name	Independent	Financial Literacy
Jennifer Cabalquinto (Chair)	Yes	Yes
Carl Farrell	Yes	Yes
Muizz Kheraj	Yes	Yes

Relevant Education and Experience

Each member of the Audit Committee has sufficient education and experience to have:

- an understanding of the accounting principles used by the Company to prepare its financial statements;
- the ability to assess the general application of those principles in connection with its financial statements;
- experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the Company's financial statements, or experience actively supervising individuals engaged in such activities; and
- an understanding of internal controls and procedures for financial reporting.

Please see "*Biographies of Proposed Directors*" above for the biographies and relevant education and experience for the audit committee members.

Audit Committee Oversight

At no time since January 1, 2021 was a recommendation of the Audit Committee to nominate or compensate an external auditor not adopted by the Company's Board.

Reliance on Certain Exemptions

At no time since January 1, 2021 has the Company relied on the exemption in section 2.4 of NI 52-110 (*De Minimis Non-audit Services*), subsection 6.1.1(4) of NI 52-110 (*Circumstances Affecting the Business or Operations of the Venture Issuer*), subsection 6.1.1(5) of NI 52-110 (*Events Outside Control of Member*), subsection 6.1.1(6) (*Death, Incapacity or Resignation*) or an exemption from NI 52-110, in whole or in part, granted under Part 8 (*Exemption*) of NI 52-110 by a securities regulatory authority or regulator.

Pre-approval Policies and Procedures for Non-Audit Services

The Audit Committee has not adopted any specific policies and procedures for the engagement of non-audit services.

External Auditor Service Fees (By Category)

The aggregate fees billed by the Company's external auditor in each of the last two financial years of the Company for services in each of the categories indicated are as follows:

Fiscal Year Ended	Audit Fees ⁽¹⁾	Audit Related Fees ⁽²⁾	Tax Fees ⁽³⁾	All Other Fees ⁽⁴⁾
December 31, 2021	\$156,220.00	\$16,050.00	\$8,337.23 ⁽⁵⁾	\$23,981.04
December 31, 2020	\$123,050.00	Nil	\$22,791.00	Nil

Notes:

- (1) "Audit Fees" include fees necessary to perform the annual audit of the Company's consolidated financial statements. Audit Fees include fees for review of tax provisions and for accounting consultations on matters reflected in the financial statements. Audit fees also include audit or other attest services required by legislation or regulation, such as comfort letters, consents, reviews of security filings, and statutory audits and quarterly reviews.
- (2) "Audit-Related Fees" include services that are traditionally performed by the auditor. These audit-related services include quarterly financial statement reviews, employee benefit audits, due diligence assistance, accounting consultations on proposed transactions, internal control reviews, and audit or attest services not required by legislation or regulation.
- (3) "Tax Fees" include fees for all tax services other than those included in "Audit Fees" and "Audit-Related Fees". This category includes fees for tax compliance, tax planning, and tax advice. Tax planning and tax advice includes assistance

with tax audits and appeals, tax advice related to mergers and acquisitions, and requests for rulings or technical advice from tax authorities.

- (4) “All Other Fees” pertains to products and services other than services reported under the other categories.
- (5) All expected tax compliance fees in relation to the year ended December 31, 2021 have not been billed as of the date of this Circular.

Venture Issuers Exemption

The Company is relying upon the exemption in section 6.1 of NI 52-110 which exempts “venture issuers” from the requirements of Part 3 (*Composition of the Audit Committee*) and Part 5 (*Reporting Obligations*) of NI 52-110.

DIRECTOR AND NAMED EXECUTIVE OFFICER COMPENSATION

The following description of the executive compensation of the Company is provided further to Form 51-102F6V “*Statement of Executive Compensation – Venture Issuers*”.

Director and Named Executive Officer Compensation Excluding Compensation Securities

Named Executive Officers

Set out below are particulars of compensation paid to the following persons (the “**Named Executive Officers**” or “**NEOs**”):

- (a) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief executive officer, including an individual performing functions similar to a chief executive officer (“**CEO**”);
- (b) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief financial officer, including an individual performing functions similar to a chief financial officer (“**CFO**”);
- (c) in respect of the Company and its subsidiaries, the most highly compensated executive officer other than the CEO and CFO at the end of the most recently completed financial year whose total compensation was more than \$150,000, as determined in accordance with applicable securities rules, for that financial year; and
- (d) each individual who would be a NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the Company, nor acting in a similar capacity, at the end of that financial year.

On October 13, 2021, the Company entered into a Business Combination Agreement (the “**Definitive Agreement**”) by and among the Company, Sabio Mobile, Inc. (“**Sabio**”), a company incorporated pursuant to the General Corporation Law of the State of Delaware, Sabio Canada Finco, Inc. (“**Finco**”), 2872484 Ontario Inc. (“**Pubco Sub**”) and Spirit Banner Merger Sub, Inc. (“**Merger Sub**”) with respect to completing a reverse takeover transaction between the Company and Sabio (the “**RTO**”) pursuant to the policies of the Exchange. The RTO satisfied the requirements of the Company, which was a Capital Pool Company as defined under the rules and policies of the TSX-V, to complete a qualifying transaction (“**QT**”).

Effective November 19, 2021, pursuant to the terms of the Definitive Agreement, (i) Finco and Pubco Sub amalgamated and the resulting entity became a wholly-owned subsidiary of the Company; (ii) Sabio merged with Merger Sub and the resulting entity became a wholly-owned subsidiary of the Company; and (iii) the Company was renamed “Sabio Holdings Inc.”.

As part of the RTO, the board and management of Sabio were reconstituted to be the current Board and Management of the Company.

During the year ended December 31, 2021, the Company had three Named Executive Officers, namely Aziz Rahimtoola (CEO and director), Sajid Premji (CFO), and Matthew Wood (Former CEO, CFO and director).

Table of Compensation Excluding Compensation Securities

The following table sets out compensation paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly, by the Company or a subsidiary of the Company to each applicable NEO and director, in any capacity, for each of the Company's financial years ended December 31, 2021 and 2020. All amounts are in USD.

Table of Compensation (excluding compensation securities)							
Name and position	Year	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)⁽⁷⁾	Value of all other compensation (\$)	Total compensation (\$)
Aziz Rahimtoola ⁽¹⁾ CEO & Director	2021	46,667	100,000 ⁽⁸⁾	Nil	Nil	Nil	146,667
	2020	Nil	Nil	Nil	Nil	Nil	Nil
Sajid Premji ⁽²⁾ CFO	2021	25,000	20,000 ⁽⁸⁾	Nil	Nil	Nil	45,000
	2020	Nil	Nil	Nil	Nil	Nil	Nil
Paula Madison ⁽³⁾ Director	2021	Nil	Nil	Nil	Nil	Nil	Nil
	2020	Nil	Nil	Nil	Nil	Nil	Nil
Carl Farrell ⁽³⁾ Director	2021	Nil	Nil	Nil	Nil	Nil	Nil
	2020	Nil	Nil	Nil	Nil	Nil	Nil
Muizz Kheraj ⁽³⁾ Director	2021	Nil	Nil	Nil	Nil	Nil	Nil
	2020	Nil	Nil	Nil	Nil	Nil	Nil
Jennifer Cabalquinto ⁽⁴⁾ Director	2021	Nil	Nil	Nil	Nil	Nil	Nil
	2020	Nil	Nil	Nil	Nil	Nil	Nil
Matthew Wood ⁽⁵⁾ Former CEO, CFO and Director	2021	Nil	Nil	Nil	Nil	Nil	Nil
	2020	Nil	Nil	Nil	Nil	Nil	Nil
Ali Haji ⁽⁶⁾ Former Director	2021	Nil	Nil	Nil	Nil	Nil	Nil
	2020	Nil	Nil	Nil	Nil	Nil	Nil
Bataa Tumur-Ochir ⁽⁶⁾ Former Director	2021	Nil	Nil	Nil	Nil	Nil	Nil
	2020	Nil	Nil	Nil	Nil	Nil	Nil

Notes:

- (1) Mr. Rahimtoola was appointed CEO and a director of the Company on November 19, 2021 in connection with the close of the QT. He has not received any compensation for his services as a director.
- (2) Mr. Premji was appointed CFO on November 19, 2021 in connection with the close of the RTO.
- (3) Appointed as director of the Company on November 19, 2021 in connection with the close of the RTO.
- (4) Ms. Cabalquinto was appointed as a director of the Company on January 13, 2022.
- (5) Mr. Wood is the former CEO, CFO and director of the Company and ceased to be the CEO, CFO and director of the Company on November 19, 2021 upon completion of the RTO.
- (6) Former director of the Company. This director resigned from the Board on November 19, 2021 in connection with the closing of the RTO.
- (7) Perquisites that are not generally available to all employees did not exceed \$15,000.
- (8) Bonuses earned by Mr. Rahimtoola and Mr. Premji for the 2021 fiscal year were paid in April 2022.

External Management Companies

None of the NEOs or directors of the Company has been retained or employed by an external management company that has entered an understanding, arrangement or agreement with the Company to provide executive management services to the Company, directly or indirectly.

Stock Options and Other Compensation Securities

The following table discloses all compensation securities granted or issued to each NEO and director by the Company or one of its subsidiaries in the financial year ended December 31, 2021, for services provided or to be provided, directly or indirectly, to the Company or any of its subsidiaries and the total amount of compensation securities held as at the Company's financial year end of December 31, 2021.

<i>Compensation Securities granted in the year ended December 31, 2021</i>								<i>Total amount of compensation securities held as at December 31, 2021</i>
<i>Name and position</i>	<i>Type of compensation security</i>	<i>Number of compensation securities, number of underlying securities, and percentage of class^o</i>	<i>Date of issue or grant (M/D/Y)</i>	<i>Issue, conversion or exercise price (\$)</i>	<i>Closing price of security or underlying security on date of grant (\$)</i>	<i>Closing price of security or underlying security at year end (Cdn \$)</i>	<i>Expiry date (M/D/Y)</i>	
Aziz Rahimtoola CEO & Chairman	Options	Nil						Nil
Sajid Premji ⁽²⁾ CFO	Options	274,253	11/19/2021	US \$0.17	N/A	\$1.55	01/13/2031	274,253
Paula Madison Director	Options	Nil						Nil
Carl Farrell Director	Options	Nil						Nil
Muizz Kheraj Director	Options	Nil						Nil
Jennifer Cabalquinto Director	Options	Nil						Nil
Matthew Wood ⁽³⁾ Former CEO, CFO and Director	Options	24,336	11/19/2021	Cdn \$1.59	N/A	\$1.55	11/18/2022	24,336
Ali Haji ⁽³⁾ Former Director	Options	24,336	11/19/2021	Cdn \$1.59	N/A	\$1.55	11/18/2022	24,336
Bataa Tumur-Ochir ⁽³⁾ Former Director	Options	24,336	11/19/2021	Cdn \$1.59	N/A	\$1.55	11/18/2022	24,336

Notes:

- (1) The numbers indicated represent the number of options and the same number of Common Shares underlying the related options. Aggregate options granted to each optionee in 2021 represent less than 1% of the Company's issued and outstanding Common Shares as at December 31, 2021.
- (2) These options were issued on November 19, 2021 in connection with the close of the QT under the Legacy Option Plan. These options replace options of Sabio Mobile, Inc. issued to Mr. Premji on January 14, 2021 and were consolidated on the basis of approximately 0.2735 (old) common shares for 1 (new) Common Share. The options shall be fully vested on January 1, 2024, with 36,567 options vested as of the grant date on November 19, 2021, 9,142 options vesting each month from December 1, 2021 to July 1, 2023 and 9,141 options vesting each month from August 1, 2023 to January 1, 2024.
- (3) These options were issued on November 19, 2021 in connection with the close of the QT under the Existing Plan. The options of the former management and directors of the Capital Pool Company were consolidated on the basis of approximately 15.9091 (old) common shares for 1 (new) Common Share. These options were fully vested upon issuance and expire on November 18, 2022.

Upon closing of the RTO on November 19, 2021, an aggregate of 73,008 options of the Company were issued under the Existing Plan to Matthew Wood, Ali Haji and Bataa Tumur-Ochir, the former management of the Company and as replacement for the options previously held by each option holder. These options were fully vested upon issuance and expire on November 18, 2022. Each such option is exercisable into one Common Share of the Company at an exercise price of C\$1.59 per Common Share. Other than as provided in this Circular, no compensation security had been re-priced, cancelled and replaced, had its term extended, or otherwise been materially modified, in the Company's

financial year ended December 31, 2021. See also “*Approval of Omnibus Equity Incentive Compensation Plan*” for a summary of the terms of the Company’s proposed new omnibus equity incentive plan.

No NEO or director of the Company exercised any compensation securities during the financial year ended December 31, 2021.

Stock Option Plans and Other Incentive Plans

During the financial year ended December 31, 2021, 347,261 Options were granted to directors and officers as per the table above titled, “***Compensation Securities granted in the year ended December 31, 2021***”. As of May 10, 2022, the Company had 1,230,120 Options outstanding under the Existing Plan and 2,676,571 Options outstanding under the Legacy Plan. The exercise price of the options is fixed by the Board at the time of grant at the market price of the Common Shares, subject to all applicable regulatory requirements. The allocation of the option grants is approved by the Board or a committee thereof based on management recommendations. The allocation of the option grants is approved by the Board and past grants are taken into consideration when determining future grants.

On April 30, 2022, the Board determined it to be in the best interest of the Company to amend, restate, supersede and replace in its entirety the Existing Plan with the New Plan, a new omnibus equity incentive compensation plan. The New Plan is a “*rolling up to 10% and fixed up to 10%*” Security Based Compensation Plan, as defined in the Exchange Policy. At the Meeting, Shareholders will be asked to consider adopting and approving the New Plan as described above under “*Approval of Omnibus Equity Incentive Compensation Plan*”. A copy of the New Plan is attached as Appendix “B” to this Circular and is subject to final approval of the Exchange. If the New Plan is approved by the Shareholders at the Meeting and the Exchange, all existing grants of awards under the Existing Plan are expected to be transitioned to, governed by and assumed under the New Plan.

Employment, Consulting and Management Agreements

Mr. Rahimtoola was appointed CEO of the Company on November 19, 2021 in connection with the close of the RTO, and his annual base salary, for the year ended December 31, 2021 was USD \$300,000.00. Mr. Rahimtoola is also entitled to participate in the Company’s benefits plan and may be granted awards from time to time pursuant to the terms of the Existing Plan (and assuming approval of the New Plan, Mr. Rahimtoola is also expected to be entitled to participate and receive awards under the New Plan). The term of Mr. Rahimtoola’s employment agreement is indefinite, though each party may terminate the agreement subject to statutory requirements.

Mr. Premji was appointed CFO of the Company on November 19, 2021. For the year ended December 31, 2021, Mr. Premji’s base salary was USD \$200,000. Mr. Premji is entitled to participate in the Company’s benefits plan and he may be granted awards from time to time pursuant to the terms of the Existing Plan (and assuming approval of the New Plan, Mr. Premji is also expected to be entitled to participate and receive awards under the New Plan). The term of Mr. Premji’s employment agreement is indefinite, though each party may terminate the agreement subject to certain contractual requirements.

The Company is working towards a bonus compensation program tied to the attainment of corporate and personal objectives but such program is not yet in place. Such information will be provided in the Company’s *Statement on Executive Compensation* in its management information circular in connection with the Company’s 2023 annual general meeting of shareholders.

The Company has no agreement or arrangements with any NEO or director of the Company with respect to change of control, severance, termination or constructive dismissal provisions.

Oversight and Description of Director and NEO Compensation

In determining director and NEO compensation, the GNC Committee first reviews and discusses information and requests pertaining to the compensation or remuneration of independent directors and executive officers. Further to any review and resulting recommendations, the Board will then review and approve, with abstentions as required, any changes to compensation of independent directors and/or executive officers, including NEOs. In determining compensation, the GNC Committee and the Board consider industry standards, geographic location of individuals, the competitive labor environment of the Company, the Company's financial situation and other relevant factors. The Company is currently working to formalize its corporate objectives. The Company is working to formalize its compensation practices and reviews in its first year post-RTO.

The compensation program for the senior management of the Company is designed within this context with a view that the level and form of compensation achieves certain objectives, including:

1. attracting and retaining qualified executives;
2. motivating the short and long-term performance of these executives; and
3. better aligning their interests with those of the Company's shareholders.

In compensating its senior management, the Company has employed a combination of base salary and equity participation through its equity incentive plan.

Base Salary

In the view of the Board, paying base salaries which are reasonable in relation to the level of service expected while remaining competitive in the markets in which the Company operates is a first step to attracting and retaining qualified and effective executives.

Bonus Incentive Compensation

The Company's objective is to achieve certain strategic objectives and milestones. The Board will consider executive bonus compensation dependent upon the Company meeting those strategic objectives and milestones and sufficient cash resources being available for the granting of bonuses. The Board approves executive bonus compensation dependent upon compensation levels based on recommendations of the GNC Committee. Such recommendations are generally based on information provided by issuers that are similar in size and scope to the Company's operations.

Equity Participation

The Company believes that encouraging its executives and employees to become shareholders is the best way of aligning their interests with those of its shareholders. Equity participation is accomplished through the Company's stock equity incentive plan. Stock options are granted to executives and employees taking into account a number of factors, including the amount and term of options previously granted, base salary and bonuses and competitive factors. The amounts and terms of options granted are determined by the Board. The Company emphasizes the provision of option grants to maintain executive motivation.

See “*Table of Compensation Excluding Compensation Securities*” for a summary of the compensation paid by the Company to NEOs and directors of the Company for the financial year ended December 31, 2021. Also See “*During the financial year ended December 31, 2021, 347,261 Options were granted to directors and officers as per the table above titled, “Compensation Securities granted in the year ended December 31, 2021”*”. As of May 10, 2022, the Company had 1,230,120 Options outstanding under the Existing Plan and 2,676,571 Options outstanding under the Legacy Plan. The exercise price of the options is fixed by the Board at the time of grant at the market price of the Common Shares, subject to all applicable regulatory requirements. The allocation of the option grants is approved by the Board or a committee thereof based on management recommendations. The allocation of the option grants is approved by the Board and past grants are taken into consideration when determination future grants.

On April 30, 2022, the Board determined it to be in the best interest of the Company to amend, restate, supersede and replace in its entirety the Existing Plan with the New Plan, a new omnibus equity incentive compensation plan. The New Plan is a “*rolling up to 10% and fixed up to 10%*” Security Based Compensation Plan, as defined in the Exchange Policy. At the Meeting, Shareholders will be asked to consider adopting and approving the New Plan is described above under “*Approval of Omnibus Equity Incentive Compensation Plan*”. A copy of the New Plan is attached as Appendix “B” to this Circular and is subject to final approval of the Exchange. If the New Plan is approved by the Shareholders at the Meeting and the Exchange, all existing grants of awards under the Existing Plan is expected to be transitioned to, governed by and assumed under the New Plan.

Employment, Consulting and Management Agreements” for compensation arrangements for the Company’s NEOs. The Company has not used any formal peer group to determine compensation for its directors and NEOs for compensation for the year ended December 31, 2021.

The Company’s GNC Committee met in March 2022 to review and make recommendations to the Board on executive compensation matters. In March 2022, the GNC Committee and the Board, with interested parties abstaining, approved bonuses to certain executive management for the 2021 fiscal year (as outlined above in the *Table of Compensation*), reviewed bonus structures for the fiscal year 2022 and approved base salary adjustments for certain executive management, including the Company’s CEO and CFO, effective April 1, 2022.

Pension Disclosure

The Company does not provide a pension to any director or NEO.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

Pursuant to the Existing Plan, the Board may grant to directors, officers, employees, management company employees and consultants of the Company Options to purchase Common Shares.

The following table sets out information on the Company’s equity compensation plans under which Common Shares are authorized for issuance as at December 31, 2021.

Plan Category	Number of Securities to be issued upon exercise of outstanding Options (a)	Weighted average exercise price of outstanding Options (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by securityholders	2,841,122	USD \$0.19	1,541,363
Equity compensation plans not approved by securityholders	N/A	Nil	Nil
Total	2,841,122	USD \$0.19	1,541,363

Note:

- (1) Based on the total number of Common Shares to be reserved and authorized for issuance pursuant to Options granted under the Existing Plan (including the Legacy Plan) being 10% of the issued and outstanding Common Shares from time to time. The issued and outstanding Common Shares totalled 43,824,857 as at December 31, 2021 and therefore 4,382,485 Common Shares were reserved and authorized for issuance pursuant to the Existing Plan (including the Legacy Plan).

If the adoption of the New Plan is approved by shareholders of the Company at the Meeting, no additional awards will be issued under the Existing Plan. Instead, all future equity incentive awards to be issued pursuant to an incentive plan will be issued pursuant to the terms of the New Plan. The New Plan is a “rolling up to 10% and fixed up to 10%” Security Based Compensation Plan, as defined in the Exchange Policy. Subject to adjustments as provided for under the New Plan, the maximum number of Common Shares of the Company issuable pursuant to the exercise of Options available for issuance under the New Plan and Common Shares reserved for issuance pursuant to the exercise of Options granted under any other share compensation arrangement of the Company (including, but not limited to, the Legacy Plan) from time to time shall not exceed 10% of the issued Common Shares of the Company as at the date of any Option grant and provided further that the maximum number of RSUs, DSUs, PSUs and other share-based awards (other than Options) that may be issued under the New Plan shall be fixed at the Award Cap, that is, a maximum of 10% of the Outstanding Shares of the Company as at the effective date of implementation of the New Plan. See “Approval of Omnibus Equity Incentive Compensation Plan” and “Director and Named Executive Officer Compensation – Stock Option Plans and Other Incentive Plans”.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

As at the date hereof, no director or executive officer of the Company, no proposed nominee for election as a director of the Company, no associate of any such director, executive officer or proposed nominee (including companies controlled by them), no employee of the Company or any of its subsidiaries, and no former executive officer, director or employee of the Company or any of its subsidiaries, is indebted to the Company or any of its subsidiaries (other than for “routine indebtedness” as defined under applicable securities legislation) or is indebted to another entity where such indebtedness is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as otherwise disclosed in this Circular, no informed person (i.e., insider) of the Company, no proposed director of the Company, and no associate or affiliate of any informed person or proposed director has had any material interest, direct or indirect, in any transaction since January 1, 2021 or in any proposed transaction which has materially affected or would materially affect the Company.

MANAGEMENT CONTRACTS

No management functions of the Company are to any substantial degree performed by a person other than the directors or executive officers of the Company.

PARTICULARS OF MATTERS TO BE ACTED UPON

- A. Election of Directors – see page 9 above.
- B. Appointment of Auditor – see page 9 above.
- C. Omnibus Equity Incentive Compensation Plan – see page 12 above and *“Approval of Omnibus Equity Incentive Plan”* below.

Approval of the Omnibus Equity Incentive Compensation Plan

The principal purpose of the Omnibus Equity Incentive Compensation Plan which, for greater certainty, includes the U.S. Sub-Plan, is to provide an incentive to eligible persons to acquire a proprietary interest in the Company, to continue their participation in the affairs of the Company, to recognize contributions made by such Persons and to create an incentive to increase their efforts on behalf of the Company. It is the intention of the Company that the New Plan will at all times be in compliance with the Exchange Policy and any inconsistencies between the New Plan and the Exchange Policy will be resolved in favour of the latter.

A copy of the Omnibus Equity Incentive Compensation Plan is attached hereto as Schedule “A” and will be available for inspection at the Meeting. For a summary of the terms of the Stock Option Plan see *“Approval of Omnibus Equity Incentive Plan”* above.

Omnibus Equity Incentive Compensation Plan Resolution

The Board believes it to be in the best interests of the Company to approve the New Plan and thereby recommends shareholders of the Company to approve the adoption of the New Plan by the Company. At the Meeting, shareholders of the Company will be asked to approve the following resolution, with or without variation, with respect to the adoption of the New Plan:

BE IT HEREBY RESOLVED as an ordinary resolution of the Company that:

1. the Company’s new omnibus equity incentive plan (the **“New Plan”**), attached as Appendix B to the management information circular of the Company dated May 20, 2022, replacing the Company’s existing stock option plan, is hereby approved, confirmed and ratified, subject to such amendments as the board may consider appropriate and subject to acceptance by the Exchange;
2. that number of common shares of the Company that are issuable pursuant to the New Plan are hereby allotted, set aside and reserved for issuance pursuant thereto;
3. the Company is hereby authorized and directed to issue the common shares of the Company that are issuable pursuant to the New Plan as fully paid and non-assessable common shares of the Company;
4. any director or officer of the Company is hereby authorized to amend the New Plan should such amendments be required by applicable regulatory authorities including, but not limited to, the Exchange; and

5. any one director or officer of the Company be and is hereby authorized and directed to do all such acts and things and to execute and deliver under the corporate seal or otherwise all such deeds, documents, instruments and assurance as in each director's or officer's opinion may be necessary or desirable to give effect to this resolution."

The affirmative vote of a majority of the votes cast in respect thereof is required in order to pass such resolution.

Management of the Company recommends that shareholders vote in favor of the resolution to approve the New Plan. Unless you give other instructions, the persons named in the enclosed form of proxy intend to vote FOR the annual approval of the New Plan.

OTHER MATTERS

Management of the Company is not aware of any other matters to come before the Meeting other than as set forth in the Notice of the Meeting. If any other matter properly comes before the Meeting, it is the intention of the persons named in the enclosed Proxy form to vote the shares represented thereby in accordance with their best judgment on such matter.

ADDITIONAL INFORMATION

Additional information relating to the Company is available on the Company's SEDAR profile at www.sedar.com and at on the Company's website at www.sabioholding.com.

Financial information relating to the Company is provided in the Company's comparative financial statements and management's discussion and analysis for its financial year ended December 31, 2021, which are available on SEDAR www.sedar.com and may also be obtained by sending a written request to the Corporate Secretary of the Company by email at kendra@sabio.inc or by phone at 1.844.974.2662.

DATED as of the 20th day of May, 2022.

BY ORDER OF THE BOARD

"Aziz Rahimtoola"

Aziz Rahimtoola
Chief Executive Officer and Chairman

APPENDIX A

SABIO HOLDINGS INC.

AUDIT COMMITTEE CHARTER

**SABIO HOLDINGS INC.
CHARTER OF THE AUDIT COMMITTEE**

1. PURPOSE AND PRIMARY RESPONSIBILITY

1.1 This charter sets out the Audit Committee's purpose, composition, member qualification, member appointment and removal, responsibilities, operations, manner of reporting to the Board of Directors (the "**Board**") of Sabio Holdings Inc. (the "**Company**"), annual evaluation and compliance with this charter.

1.2 The primary responsibility of the Audit Committee is that of oversight of the financial reporting process on behalf of the Board. This includes oversight responsibility for financial reporting and continuous disclosure, oversight of external audit activities, oversight of financial risk and financial management control, and oversight responsibility for compliance with tax and securities laws and regulations as well as whistle blowing procedures. The Audit Committee is also responsible for the other matters as set out in this charter and/or such other matters as may be directed by the Board from time to time. The Audit Committee should exercise continuous oversight of developments in these areas.

2. MEMBERSHIP

2.1 At least two of the members of the Audit Committee must be independent directors of Company as defined in sections 1.4 and 1.5 of National Instrument 52-110 – *Audit Committees* ("**NI 52-110**"), provided that should the Company become listed on a more senior exchange, each member of the Audit Committee will have to be an independent director of the Company.

2.2 The Audit Committee will consist of at least three members, all of whom shall be financially literate, provided that an Audit Committee member who is not financially literate may be appointed to the Audit Committee if such member becomes financially literate within a reasonable period of time following his or her appointment.

2.3 The members of the Audit Committee will be appointed annually (and from time to time thereafter to fill vacancies on the Audit Committee) by the Board. An Audit Committee member may be removed or replaced at any time at the discretion of the Board and will cease to be a member of the Audit Committee on ceasing to be a director.

2.4 The Chair of the Audit Committee will be appointed by the Board.

3. AUTHORITY

3.1 In addition to all authority required to carry out the duties and responsibilities included in this charter, the Audit Committee has specific authority to:

- (a) engage, set and pay the compensation for independent counsel and other advisors as it determines necessary to carry out its duties and responsibilities, and any such consultants or professional advisors so retained by the Audit Committee will report directly to the Audit Committee;
- (b) communicate directly with management and any internal auditor, and with the external auditor without management involvement; and

- (c) incur ordinary administrative expenses that are necessary or appropriate in carrying out its duties, which expenses will be paid for by the Company.

4. DUTIES AND RESPONSIBILITIES

4.1 The duties and responsibilities of the Audit Committee include:

- (a) recommending to the Board the external auditor to be nominated by the Board;
- (b) recommending to the Board the compensation of the external auditor to be paid by the Company in connection with (i) preparing and issuing the audit report on the Company's financial statements, and (ii) performing other audit, review or attestation services;
- (c) reviewing the external auditor's annual audit plan, fee schedule and any related services proposals (including meeting with the external auditor to discuss any deviations from or changes to the original audit plan, as well as to ensure that no management restrictions have been placed on the scope and extent of the audit examinations by the external auditor or the reporting of their findings to the Audit Committee);
- (d) overseeing the work of the external auditor;
- (e) ensuring that the external auditor is independent by receiving a report annually from the external auditors with respect to their independence, such report to include disclosure of all engagements (and fees related thereto) for non-audit services provided to Company;
- (f) ensuring that the external auditor is in good standing with the Canadian Public Accountability Board by receiving, at least annually, a report by the external auditor on the audit firm's internal quality control processes and procedures, such report to include any material issues raised by the most recent internal quality control review, or peer review, of the firm, or any governmental or professional authorities of the firm within the preceding five years, and any steps taken to deal with such issues;
- (g) ensuring that the external auditor meets the rotation requirements for partners and staff assigned to the Company's annual audit by receiving a report annually from the external auditors setting out the status of each professional with respect to the appropriate regulatory rotation requirements and plans to transition new partners and staff onto the audit engagement as various audit team members' rotation periods expire;
- (h) reviewing and discussing with management and the external auditor the annual audited and quarterly unaudited financial statements and related Management Discussion and Analysis ("MD&A"), including the appropriateness of the Company's accounting policies, disclosures (including material transactions with related parties), reserves, key estimates and judgements (including changes or variations thereto) and obtaining reasonable assurance that the financial statements are presented fairly in accordance with IFRS and the MD&A is in compliance with appropriate regulatory requirements;
- (i) reviewing and discussing with management and the external auditor major issues regarding accounting principles and financial statement presentation including any significant changes in the selection or application of accounting principles to be observed in the preparation of the financial statements of the Company and its subsidiaries;

- (j) reviewing and discussing with management and the external auditor the external auditor's written communications to the Audit Committee in accordance with generally accepted auditing standards and other applicable regulatory requirements arising from the annual audit and quarterly review engagements;
- (k) reviewing and discussing with management and the external auditor all earnings press releases, as well as financial information and earnings guidance provided to analysts and rating agencies prior to such information being disclosed;
- (l) reviewing the external auditor's report to the shareholders on the Company's annual financial statements;
- (m) reporting on and recommending to the Board the approval of the annual financial statements and the external auditor's report on those financial statements, the quarterly unaudited financial statements, and the related MD&A and press releases for such financial statements, prior to the dissemination of these documents to shareholders, regulators, analysts
- (n) satisfying itself on a regular basis through reports from management and related reports, if any, from the external auditors, that adequate procedures are in place for the review of the Company's disclosure of financial information extracted or derived from the Company's financial statements that such information is fairly presented;
- (o) overseeing the adequacy of the Company's system of internal accounting controls and obtaining from management and the external auditor summaries and recommendations for improvement of such internal controls and processes, together with reviewing management's remediation of identified weaknesses;
- (p) reviewing with management and the external auditors the integrity of disclosure controls and internal controls over financial reporting;
- (q) reviewing and monitoring the processes in place to identify and manage the principal risks that could impact the financial reporting of the Company and assessing, as part of its internal controls responsibility, the effectiveness of the overall process for identifying principal business risks and report thereon to the Board;
- (r) satisfying itself that management has developed and implemented a system to ensure that the Company meets its continuous disclosure obligations through the receipt of regular reports from management and the Company's legal advisors on the functioning of the disclosure compliance system, (including any significant instances of non-compliance with such system) in order to satisfy itself that such system may be reasonably relied upon;
- (s) resolving disputes between management and the external auditor regarding financial reporting;
- (t) establishing procedures for:
 - (i) the receipt, retention and treatment of complaints received by the Company from employees and others regarding accounting, internal accounting controls or auditing matters and questionable practises relating thereto; and

- (ii) the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters.
- (u) reviewing and approving the Company's hiring policies with respect to partners or employees (or former partners or employees) of either a former or the present external auditor;
- (v) pre-approving all non-audit services to be provided to the Company or any subsidiaries by the Company's external auditor;
- (w) overseeing compliance with regulatory authority requirements for disclosure of external auditor services and Audit Committee activities;
- (x) establishing procedures for:
 - (i) reviewing the adequacy of the Company's insurance coverage, including the Directors' and Officers' insurance coverage;
 - (ii) reviewing activities, organizational structure, and qualifications of the Chief Financial Officer ("CFO") and the staff in the financial reporting area and ensuring that matters related to succession planning within the Company are raised for consideration with the Board;
 - (iii) obtaining reasonable assurance as to the integrity of the Chief Executive Officer ("CEO") and other senior management and that the CEO and other senior management strive to create a culture of integrity throughout the Company;
 - (iv) reviewing fraud prevention policies and programs, and monitoring their implementation;
 - (v) reviewing regular reports from management and others (e.g., external auditors, legal counsel) with respect to the Company's compliance with laws and regulations having a material impact on the financial statements including:
 - (A) Tax and financial reporting laws and regulations;
 - (B) Legal withholding requirements;
 - (C) Environmental protection laws and regulations; and
 - (D) Other laws and regulations which expose directors to liability.

4.2 A regular part of Audit Committee meetings involves the appropriate orientation of new members as well as the continuous education of all members. Items to be discussed include specific business issues as well as new accounting and securities legislation that may impact the organization. The Chair of the Audit Committee will regularly canvass the Audit Committee members for continuous education needs and in conjunction with the Board education program, arrange for such education to be provided to the Audit Committee on a timely basis.

4.3 On an annual basis the Audit Committee shall review and assess the adequacy of this charter taking into account all applicable legislative and regulatory requirements as well as any best practice guidelines recommended by regulators or stock exchanges with whom the Company has a

reporting relationship and, if appropriate, recommend changes to the Audit Committee charter to the Board for its approval.

5. MEETINGS

5.1 The quorum for a meeting of the Audit Committee is a majority of the members of Audit Committee.

5.2 The Chair of the Audit Committee shall be responsible for leadership of the Audit Committee, including scheduling and presiding over meetings, preparing agendas, overseeing preparation of briefing documents to circulate during the meetings as well as pre-meeting materials, and making regular reports to the Board. The Chair of the Audit Committee will also maintain regular liaison with the CEO, CFO, and the lead external audit partner.

5.3 The Audit Committee will meet separately with each of the CEO and the CFO of the Company at least annually to review the financial affairs of the Company.

5.4 The Audit Committee will meet with the external auditor of the Company at least once each year, at such time(s) as it deems appropriate, to review the external auditor's examination and report.

5.5 The external auditor must be given reasonable notice of, and has the right to appear before and to be heard at, each meeting of the Audit

5.6 Each of the Chair of the Audit Committee, members of the Audit Committee, Chair of the Board, external auditor, CEO, CFO or secretary shall be entitled to request that the Chair of the Audit Committee call a meeting which shall be held within 48 hours of receipt of such request to consider any matter that such individual believes should be brought to the attention of the Board or the shareholders.

6. REPORTS

6.1 The Audit Committee will report, at least annually, to the Board regarding the Audit Committee's examinations and recommendations.

6.2 The Audit Committee will report its activities to the Board to be incorporated as a part of the minutes of the Board meeting at which those activities are reported.

7. MINUTES

7.1 The Audit Committee will maintain written minutes of its meetings, which minutes will be filed with the minutes of the meetings of the Board.

8. ANNUAL PERFORMANCE EVALUATION

8.1 The Board will conduct an annual performance evaluation of the Audit Committee, taking into account the Charter, to determine the effectiveness of the Committee.

APPENDIX B

SABIO HOLDINGS INC.

OMNIBUS EQUITY INCENTIVE PLAN

SABIO HOLDINGS INC.
(the “Company”)

OMNIBUS EQUITY INCENTIVE COMPENSATION PLAN

ARTICLE 1
PURPOSE AND INTERPRETATION

Establishment of the Plan

1.1 Sabio Holdings Inc., a corporation incorporated under the laws of Ontario (the **“Company”**), hereby establishes an incentive compensation plan to be known as the Omnibus Equity Incentive Compensation Plan (the **“Plan”**). The Plan permits the grant of Options, Restricted Share Units, Deferred Share Units, and Performance Share Units. The Plan includes a U.S. Sub-Plan. The Plan shall be adopted and become effective on the date approved by the Board (the **“Effective Date”**), subject to receipt of all required Regulatory Approvals (defined below). Upon taking effect, the Plan shall amend, restate, supersede and replace in its entirety the rolling amended and restated share option plan approved by the Board (defined below) on October 6, 2021 (the **“Previous Plan”**). For greater certainty, the Legacy Share Option Plan (Fixed) approved by the Board on October 6, 2021 (the **“Legacy Plan”**) shall remain in full force and effect.

Purpose

1.2 The purpose of this Plan, which, for greater certainty, includes the U.S. Sub-Plan (defined below), is to provide an incentive to eligible Persons to acquire a proprietary interest in the Company, to continue their participation in the affairs of the Company, to recognize contributions made by such Persons and to create an incentive to increase their efforts on behalf of the Company. It is the intention of the Company that this Plan will at all times be in compliance with the TSX Venture Policies (defined below) and any inconsistencies between this Plan and the TSX Venture Policies will be resolved in favour of the latter.

1.3 This Plan includes the U.S. Sub-Plan, which provisions are only applicable to U.S. Participants (defined below).

Definitions

1.4 In this Plan:

(a) **“Affiliate”** means a company that is a parent or subsidiary of the Company, or that is controlled by the same entity as the Company. For the purposes of this definition, an entity is deemed to “control” another corporation, partnership or other entity if the entity possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other corporation, partnership or other entity, whether through the ownership of voting securities, by contract or otherwise, and includes a corporation that is considered to be a subsidiary for purposes of consolidation under International Financial Reporting Standards.

(b) **“Award”** means, individually or collectively, a grant under this Plan of Options, Deferred Share Units, Restricted Share Units, Performance Share Units or common shares-based awards, in each case subject to the terms of this Plan.

(c) **“Award Agreement”** means either (i) a written agreement entered into by the Company and a Participant setting forth the terms and provisions applicable to Awards granted under this Plan; or (ii) a written statement issued by the Company to a Participant describing the terms and provisions of applicable to Awards granted under this Plan.

(d) **“Award Payout”** has the meaning ascribed thereto under Section 9.7.

(e) **“Associate”** has the meaning set out in the Securities Act.

(f) **“Black-out Period”** means an interval of time during which the Company has determined that one or more Participants may not trade any securities of the Company (or exercise, redeem or settle their Awards) because they may be in possession of undisclosed material information pertaining to the Company, or because such determination has been made in anticipation of the release of quarterly or annual financials or to avoid potential conflicts associated with a company’s insider-trading policy or applicable securities legislation, (which, for greater certainty, does not include the period during which a cease trade order is in effect to which the Company or in respect of an Insider, that Insider, is subject).

(g) **“Board”** or **“Board of Directors”** means the board of directors of the Company or any committee thereof duly empowered or authorized to grant Awards under this Plan.

(h) **“Cashless Exercise”** has the meaning ascribed thereto under Section 5.3.

(i) **“Change of Control”** includes the following situations (whether after giving effect to a contemplated transaction or as a result of a transaction):

(i) the acquisition, whether directly or indirectly, by a person or company, or any persons or companies acting jointly or in concert (as determined in accordance with the Securities Act and the rules and regulations thereunder), of voting securities of the Company which, together with any other voting securities of the Company held by such person or company or persons or companies, constitute, in the aggregate, more than 20% of all outstanding voting securities of the Company;

(ii) an amalgamation, arrangement or other form of business combination of the Company with another company that results in the holders of voting securities of that other company holding, in the aggregate, 50% or more of all outstanding voting securities of the Company (including a merged or successor company) resulting from the business combination;

(iii) the sale, lease or exchange of all or substantially all of the property of the Company to another person, other than a subsidiary of the Company or other than in the ordinary course of business of the Company; or

(iv) individuals who, on the Grant Date, are members of the Board (the **“Incumbent Board”**) cease for any reason to constitute at least a majority of the members of the Board;

provided, however, that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member will, for purposes of this Plan, be considered as a member of the Incumbent Board. Notwithstanding the foregoing, no individual whose initial assumption of office occurs as a result of either an actual or threatened election contest, or other actual or threatened solicitation of proxies or consents by or on behalf of an individual, corporation, partnership, group, associate or other entity or Person other than the Board, shall in any event be considered to be a member of the Incumbent Board.

To the extent necessary to comply with Section 409A of the Code, a Change of Control will be considered to have occurred only to the extent the relevant event constitutes a change in control event under Section 409A of the Code.

- (j) **“Code”** means the U.S. Internal Revenue Code of 1986, as amended.
- (k) **“Common Shares”** means the common shares in the capital of the Company, provided such common shares are listed on the TSX Venture.
- (l) **“Company”** means Sabio Holdings Inc. and includes, unless the context otherwise requires, all of its successors according to law.
- (m) **“Consultant”** means an individual or Consultant Company, other than an Employee, Officer or Director that:
 - (i) provides on an ongoing *bona fide* basis, consulting, technical, managerial or like services to the Company or to any of its subsidiaries, other than services provided in relation to a Distribution;
 - (ii) provides the services under a written contract between the Company or any of its subsidiaries and the individual or the Consultant Company;
 - (iii) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the business and affairs of the Company or any of its subsidiaries; and
 - (iv) has a relationship with the Company or a subsidiary of the Company that enables the individual or Consultant Company to be knowledgeable about the business and affairs of the Company.
- (n) **“Consultant Company”** means a Consultant that is a Person other than an individual.
- (o) **“Deferred Share Unit”** means an Award denominated in units that provides the holder thereof with a right to receive Common Shares upon settlement of the Award, granted under ARTICLE 7 herein and subject to the terms of this Plan.
- (p) **“Directors”** means the directors of the Company or of any of its subsidiaries as may be elected from time to time.

(q) **“Discounted Market Price”** has the meaning assigned by Policy 1.1 of the TSX Venture Policies.

(r) **“Disinterested Shareholder Approval”** means approval by a majority of the votes cast by all the Company’s shareholders at a duly constituted shareholders’ meeting, excluding votes attached to Common Shares beneficially owned by Insiders who are Service Providers or their Associates.

(s) **“Distribution”** has the meaning assigned by the Securities Act, and generally refers to a distribution of securities by the Company from treasury.

(t) **“Dividend Equivalent”** means a right specified in the applicable Award Agreement with respect to an Award to receive cash, Common Shares or other property equal in value and form to dividends declared by the Board and paid with respect to outstanding Common Shares.

(u) **“Employee”** means:

(i) an individual who is considered an employee of the Company or of its subsidiary under the *Income Tax Act* (Canada) (i.e., for whom income tax, employment insurance and Canada Pension Plan (CPP) deductions must be made at source);

(ii) an individual who works full-time for the Company or a subsidiary thereof providing services normally provided by an employee and who is subject to the same control and direction by the Company or its subsidiary over the details and methods of work as an employee of the Company or its subsidiary, as the case may be, but for whom income tax deductions are not made at source;

(iii) an individual who works for the Company or its subsidiary on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Company its subsidiary over the details and methods of work as an employee of the Company its subsidiary, but for whom income tax deductions need not be made at source; or

(iv) in the case of an individual working for the Company or a subsidiary thereof located primarily in the United States, a common law employee of the Company or its subsidiary as determined in accordance with applicable law.

(v) **“Exchange Hold Period”** has the meaning assigned by Policy 1.1 of the TSX Venture Policies.

(w) **“Exercise Price”** means the amount payable per Common Share on the exercise of an Option, as determined in accordance with the terms hereof.

(x) **“Expiry Date”** means the day on which an Award lapses as specified in the Award Agreement therefor or in accordance with the terms of this Plan.

(y) **“Fair Market Value”** or **“FMV”** means, unless otherwise required by any applicable provision of the Code or any regulations thereunder or by any applicable accounting standard for

the Company's desired accounting for Awards or by the rules of the TSX Venture, a price that is determined by the Board, provided that such price cannot be less than the greater of (i) the volume weighted average trading price of the Common Shares on the TSX Venture for the five trading days immediately prior to the Grant Date, (ii) the closing price of the Common Shares on the Exchange on the trading day immediately prior to the Grant Date, or (iii) the closing price of the Common Shares on the TSX Venture on the Grant Date.

(z) **"Grant Date"** for an Award means the date of grant thereof by the Board.

(aa) **"Insider"** means an insider as defined in the TSX Venture Policies or as defined in securities legislation applicable to the Company.

(bb) **"Investor Relations Activities"** has the meaning assigned by Policy 1.1 of the TSX Venture Policies.

(cc) **"Management Company Employee"** means an individual employed by a Person providing management services to the Company that are required for the ongoing successful operation of the business enterprise of the Company, but excluding a Person engaged in Investor Relations Activities.

(dd) **"Market Price"** has the meaning assigned by Policy 1.1 of the TSX Venture Policies.

(ee) **"Material Information"** means a Material Fact and/or Material Change as such terms are defined by applicable Securities Laws and TSX Venture Policies.

(ff) **"New Security Based Compensation"** means collectively the Deferred Share Units, Restricted Share Units or Performance Share Units in each case subject to the terms of this Plan.

(gg) **"Notice Period"** means any period of contractual notice or reasonable notice that the Company may be required at law, by contract or otherwise agrees to provide to a Participant upon termination of employment, whether or not the Company elects to pay severance in lieu of providing notice to the Participant, provided that where a Participant's employment contract provides for an increased severance or termination payment in the event of termination following a Change of Control, the Notice Period for the purposes of the Plan shall be the Notice Period under such contract applicable to a termination which does not follow a Change of Control.

(hh) **"Officer"** means a Board appointed officer of the Company or of any of its subsidiaries.

(ii) **"Option"** means the right to purchase Common Shares granted hereunder to a Participant for a specified period of time subject to the terms of this Plan.

(jj) **"Optioned Shares"** means Common Shares that may be issued in the future to a Service Provider upon the exercise of an Option.

(kk) **"Optionee"** means the recipient of an Option hereunder.

(ll) **"Outstanding Shares"** means at the relevant time, the number of issued and outstanding Common Shares of the Company from time to time.

(mm) **“Participant”** means a Service Provider that is the recipient of an Award granted or issued by the Company.

(nn) **“Performance Goal”** means a performance criterion selected by the Board for a given Award.

(oo) **“Performance Period”** means the period of time during which the assigned Performance Goal must be met in order to determine the degree of payout and/or vesting with respect to an Award.

(pp) **“Performance Share Unit”** means an Award granted under ARTICLE 8 herein and subject to the terms of this Plan, denominated in units, the value of which at the time it is payable is determined as a function of the extent to which corresponding performance criteria have been achieved.

(qq) **“Period of Restriction”** means the period when an Award is subject to forfeiture based on the passage of time, the achievement of performance criteria, and/or upon the occurrence of other events as determined by the Board, in its discretion.

(rr) **“Permanent Disability”** shall mean the inability of the Participant, in the opinion of a qualified physician acceptable to the Company, to perform the major duties of the Participant’s position with the Company or any subsidiary because of the sickness or injury of the Participant.

(ss) **“Person”** includes a company, any unincorporated entity, or an individual.

(tt) **“Plan”** means this Sabio Holdings Inc. Omnibus Equity Incentive Compensation Plan, the terms of which are set out herein or as may be amended.

(uu) **“Policy 4.4”** means Policy 4.4 - *Security Based Compensation* of the TSX Venture.

(vv) **“Regulatory Approval”** means the approval of the TSX Venture and any other securities regulatory authority that has lawful jurisdiction over this Plan and any Awards issued hereunder.

(ww) **“Restricted Share Unit”** means an Award denominated in units subject to a Period of Restriction, with a right to receive an Award Payout upon settlement of the Award, granted under ARTICLE 6 herein and subject to the terms of this Plan.

(xx) **“Securities Act”** means the *Securities Act* (Ontario) or any successor legislation.

(yy) **“Securities Law”** means securities legislation, securities regulation and securities rules, as amended, and the policies, notices, instruments and blanket orders in force from time to time that are applicable to the Company;

(zz) **“Service Provider”** means a Person who is a *bona fide* Director, Officer, Employee, Management Company Employee, Consultant or Consultant Company, and also includes a company, 100% of the share capital of which is beneficially owned by one or more Service Providers.

(aaa) **“Security Based Compensation”** has the meaning ascribed thereto in Policy 4.4. “Security Based Compensation Plan” has the meaning ascribed thereto in Policy 4.4.

(bbb) **“Share Compensation Arrangement”** means any Awards under this Plan but also includes any other stock option, stock option plan, employee stock purchase plan, restricted share plan or any other compensation or incentive mechanism involving the issuance or potential issuance of securities of the Company from treasury to a Participant, but does not include:

(a) arrangements that do not involve the issuance from treasury or potential issuance from treasury of securities of the Company;

(b) security based compensation arrangements that are settled solely in cash and/or securities purchased on the secondary market; and

(c) security based compensation arrangements that qualify as Shares for Services and Shares for Debt arrangements under the TSX Venture Policies.

(ccc) **“Shareholder Approval”** means approval by a majority of the votes cast by eligible shareholders of the Company at a duly constituted shareholders’ meeting.

(ddd) **“Take Over Bid”** means a take-over bid as defined in National Instrument 62-104 (Take-over Bids and Issuer Bids) or the analogous provisions of securities legislation applicable to the Company.

(eee) **“TSX Venture”** or **“TSX-V”** means the TSX Venture Exchange and any successor thereto.

(fff) **“TSX Venture Policies”** means the rules and policies of the TSX Venture as amended from time to time.

(ggg) **“U.S. Sub-Plan”** means the “Sub-Plan for U.S. Participants” as more particularly set out in ARTICLE 11, including, for greater certainty, the California Terms and Conditions attached hereto as **Appendix “A”**.

(hhh) **“VWAP”** means the volume weighted average trading price of the Company’s Common Shares on the TSX Venture calculated by dividing the total value by the total volume of such securities traded for the five Trading Days immediately preceding the exercise of the subject Option, provided that where appropriate, the TSX Venture may exclude internal crosses and certain other special terms trades from the calculation.

Other Words and Phrases

1.5 Words and phrases used in this Plan but that are not defined in this Plan, but are defined in the TSX Venture Policies, will have the meaning assigned to them in the TSX Venture Policies.

Gender

1.6 Words importing the masculine gender include the feminine or neuter, words in the singular include the plural, words importing a corporate entity include individuals, and vice versa.

ARTICLE 2 ADMINISTRATION

Powers of the Board

2.1 The Board will, in its sole and absolute discretion, but taking into account relevant corporate, securities and tax laws,

- (a) interpret and administer the Plan,
- (b) establish, amend and rescind any rules and regulations relating to the Plan; and
- (c) make any other determinations that the Board deems necessary or appropriate for the administration of the Plan.

2.2 The Board may correct any defect or any omission or reconcile any inconsistency in this Plan in the manner and to the extent the Board deems, in its sole and absolute discretion, necessary or appropriate. Any decision of the Board in the interpretation and administration of this Plan will be final, conclusive and binding on all parties concerned. All expenses incurred in connection with the administration of this Plan will be borne by the Company.

2.3 Without limiting the generality of the foregoing, the Board has the power to:

- (a) allot Common Shares for issuance in connection with the exercise of the Awards;
- (b) grant Awards hereunder;
- (c) approve the terms of any Award Agreement;
- (d) waive the requirement of vesting with respect to any Award, subject to Policy 4.4;
- (e) select Award recipients and establish all Award terms and conditions, including grant, exercise price, issue price and vesting terms;
- (f) determine Performance Goals applicable to Awards and whether such Performance Goals have been achieved;
- (g) approve the pre-vesting exercise of Awards on the terms and subject to the conditions set forth in the applicable Award Agreement(s);
- (h) make determinations as to whether a Change of Control has occurred;
- (i) subject to any necessary Regulatory Approval and requirements of the TSX Venture Policies, amend, suspend, terminate or discontinue this Plan, or revoke or alter any action taken in connection therewith, except that no general amendment or suspension of this Plan will, without the prior written consent of all Participants, alter or

impair any Award previously granted under this Plan unless the alteration or impairment occurred as a result of a change in the TSX Venture Policies or the Company's tier classification thereunder; and

(j) delegate all or such portion of its powers hereunder as it may determine to one or more committees of the Board, either indefinitely or for such period of time as it may specify, and thereafter each such committee may exercise the powers and discharge the duties of the Board in respect of this Plan so delegated to the same extent as the Board is hereby authorized so to do.

Amendment of the Plan by the Board of Directors

2.4 Subject to the requirements of the TSX Venture Policies and the prior receipt of any necessary Regulatory Approval, the Board may in its absolute discretion, amend or modify this Plan or any Award granted as follows:

- (a) it may make amendments that are of a typographical, grammatical or clerical nature only;
- (b) it may change the vesting provisions of an Award granted hereunder, subject to prior written approval of the TSX Venture, if applicable;
- (c) it may change the termination provision of an Award granted hereunder that does not entail an extension beyond the original Expiry Date of such Award;
- (d) it may make amendments necessary as a result of changes in Securities Laws applicable to the Company, including, but not limited to applicable U.S. securities laws;
- (e) if the Company becomes listed or quoted on a stock exchange or stock market senior to the TSX Venture, it may make such amendments as may be required by the policies of such senior stock exchange or stock market; and
- (f) it may make such amendments that reduce, and do not increase, the benefits of this Plan to Service Providers.

Amendments Requiring Disinterested Shareholder Approval

2.5 The Company will be required to obtain Disinterested Shareholder Approval prior to any of the following actions becoming effective:

- (a) if this Plan, together with all of the Company's other previous Share Compensation Arrangements and grants or issuances of Security Based Compensation, could result at any time in:
 - (i) the aggregate number of Common Shares that are issuable pursuant all Security Based Compensation granted or issued to Insiders (as a group) exceeding 10% of the Outstanding Shares of the Company at any point in time;

- (ii) the aggregate number of Common Shares of the Company that are issuable pursuant to all Security Based Compensation granted or issued in any 12 month period to Insiders (as a group) exceeding 10% of the Outstanding Shares of the Company, calculated as at the date any Security Based Compensation is granted or issued to any Insider; or
- (iii) the aggregate number of Common Shares of the Company that are issuable pursuant to all Security Based Compensation granted or issued in any 12 month period to any one Person (and where permitted under Policy 4.4, any companies that are wholly owned by that Person) exceeding 5% of the Outstanding Shares, calculated as at the date any Security Based Compensation is granted or issued to the Person; or
- (b) any reduction in the Exercise Price of an Option previously granted to an Insider; or
- (c) the extension to the term of an outstanding Option held by an Insider; or
- (d) any amendment that results in a benefit to an Insider, and for further clarity, cancellation of Security Based Compensation and within one year granting or issuing new Security Based Compensation to the same Person is considered an amendment.

Options Granted Under the Company's Previous Share Option Plan

2.6 Any Option granted pursuant to the Previous Plan previously adopted by the Board that is outstanding at the time this Plan comes into effect shall as of the date this Plan comes into effect, be governed by the terms and conditions hereof. For greater certainty, any outstanding Option granted pursuant to the Previous Plan may be exercised prior to the requisite Shareholder approval having been obtained by the Company.

ARTICLE 3 MAXIMUM AWARDS AND GENERAL PROVISIONS

Maximum Plan Shares

3.1 The Plan is a *"rolling up to 10% and fixed up to 10%"* Security Based Compensation Plan, as defined in Policy 4.4 - *Security Based Compensation* of the TSXV. The Plan is a: (a) *"rolling"* plan pursuant to which the number of Common Shares that are issuable pursuant to the exercise of Options granted hereunder (including, for greater certainty, the U.S. Sub-Plan) and Common Shares reserved for issuance pursuant to the exercise of Options granted under any other Share Compensation Arrangement (including, but not limited to, the Legacy Plan) from time to time shall not exceed 10% of the issued Common Shares of the Company as at the date of any Option grant, and (b) *"fixed"* plan under which the number of Common Shares of the Company that are issuable pursuant to all Awards other than Options granted hereunder and under any other Security Based Compensation Plan of the Company, in aggregate is a maximum of 10% of the issued Common Shares of the Company as at the effective date of implementation of the Plan, that is 4,550,993, and in each case, subject to adjustment as provided in Section 3.12 herein.

3.2 It is clarified that the aggregate number of Common Shares issuable upon the exercise of all Options granted under this Plan (including, for greater certainty, the U.S. Sub-Plan) and Common Shares reserved for issuance pursuant to the exercise of Options granted under any other Share

Compensation Arrangement (including, but not limited to, the Legacy Plan) granted or made available by the Company from time to time may not exceed in aggregate 10% of the Outstanding Shares at the time of any Option grant.

Specific Allocations

3.3 The Company cannot grant or issue an Award hereunder unless and until the Award has been allocated to a particular Participant.

Limitations on Issue

3.4 Subject to Section 2.5, the following restrictions on issuances of Awards are applicable under this Plan:

- (a) unless the Company has obtained Disinterested Shareholder Approval to do so, the maximum aggregate number of Common Shares of the Company that are issuable pursuant to all Share Based Compensation granted to any one Person in the previous 12 months must not exceed 5% of the Outstanding Shares calculated as at the date any Security Based Compensation is granted or issued to the Person, except securities that are expressly permitted and accepted by TSX Venture for filing under Part 6 of Policy 4.4;
- (b) the aggregate number of Options granted to all Service Providers conducting Investor Relations Activities in any 12-month period cannot exceed 2% of the Outstanding Shares, calculated at the time of grant, without the prior consent of the TSX Venture
- (c) the aggregate number of Awards granted to any one Consultant in any 12-month period cannot exceed 2% of the Outstanding Shares, calculated at the time of grant, without the prior consent of the TSX Venture;
- (d) unless the Company has obtained Disinterested Shareholder Approval to do so, the aggregate number of Common Shares that are issuable pursuant all Security Based Compensation granted or issued to Insiders (as a group) must not exceed 10% of the Outstanding Shares of the Company at any point in time; and
- (e) unless the Company has obtained Disinterested Shareholder Approval to do so, the aggregate number of Common Shares that are issuable pursuant to all Security Based Compensation granted or issued in any 12 month period to Insiders (as a group) must not exceed 10% of the Outstanding Shares of the Company, calculated as at the date any Security Based Compensation is granted or issued to any Insider.

Eligibility

3.5 Awards to purchase Common Shares may be granted hereunder to Service Providers of the Company, or its subsidiaries, from time to time by the Board. Except in relation to Consultant Companies, Awards may be granted only to an individual or to a Company that is wholly owned by individuals eligible to receive Awards. If the Service Provider is a company, excluding any Service Provider that is a Consultant Company, it must provide the TSX Venture with a completed Certification and Undertaking Required from a Company Granted Security Based Compensation in the form of Schedule "A" to Form 4G - Summary Form – Security Based Compensation, as provided for in Policy 4.4 - *Security*

Based Compensation of the TSXV. Service Providers that are not individuals, other than a Consultant Company, will also be required to undertake in writing not to effect or permit any transfer of ownership or option of any of its securities, or to issue more of its securities (so as to indirectly transfer the benefits of an Award), as long as such Award remains outstanding, unless the written permission of the TSX Venture and the Company is obtained.

3.6 Subject to the provisions of the Plan, the Board may, from time to time, in its sole discretion select from among eligible Directors, Officers, Employees, Management Company Employees and Consultant Companies or Consultants of the Company or of any of its subsidiaries, those to whom Awards shall be granted under the Plan, and shall determine in its discretion the nature, terms, conditions and amount of each Award in accordance with the Plan.

3.7 Subject to specific variations approved by the Board, all terms and conditions set out herein will be deemed to be incorporated into and form part of an Award Agreement made hereunder. An Award Agreement need not be identical to other Award Agreements either in form or substance.

Minimum Price for Security Based Compensation other than Options

3.8 The minimum exercise price of an Option is set out in section 4.4 and the same principles apply to other Awards where the value of the Award is initially tied to the market price.

Hold Period

3.9 All Awards and Common Shares issuable thereunder are subject to any applicable resale restrictions under Securities Laws and the Exchange Hold Period (as defined in the TSX Venture Policies), and shall have affixed thereto any legends required under Securities Laws and the policies of the TSX Venture, including any legends specified in the U.S. Sub-Plan, as applicable.

Extension of Awards Expiring During Blackout Period

3.10 Should the Expiry Date, redemption date or settlement date of any Award, other than an Incentive Stock Option, fall within a Blackout Period, or within nine (9) Business Days following the expiration of a Blackout Period, such Expiry Date, redemption date or settlement date shall, subject to approval of the TSX Venture and, to the extent applicable, compliance with Section 409A of the Code, be automatically extended without any further act or formality to that day which is the tenth (10th) Business Day after the end of the Blackout Period, such tenth Business Day to be considered the Expiry Date, redemption date or settlement date for such Award for all purposes under this Plan. The following requirements are applicable to any such automatic extension provision:

- (a) the Blackout Period must be formally imposed by the Company pursuant to its internal trading policies as a result of the *bona fide* existence of undisclosed Material Information;
- (b) the automatic extension of the expiry date, redemption date or settlement date, as applicable, of a Participant's Award is not be permitted where the Participant or the Company is subject to a cease trade order (or similar order under Securities Laws) in respect of the Company's securities; and
- (c) the automatic extension is available to all eligible Participants under the Plan under the same terms and conditions.

3.11 Notwithstanding Section 2.3, the tenth Business Day period referred to in Section 3.10 may not be extended by the Board.

Adjustment of the Number of Common Shares

3.12 The number of Common Shares subject to an Award will be subject to adjustment in the events and in the manner following:

(a) in the event of a subdivision of Common Shares as constituted on the date hereof, at any time while an Award is in effect, into a greater number of Common Shares, the Company will thereafter deliver at the time of purchase of Common Shares hereunder, in addition to the number of Common Shares in respect of which the right to purchase is then being exercised, such additional number of Common Shares as result from the subdivision without a Participant making any additional payment or giving any other consideration therefor;

(b) in the event of a consolidation of the Common Shares as constituted on the date hereof, at any time while an Award is in effect, into a lesser number of Common Shares, the Company will thereafter deliver and the Participant will accept, at the time of purchase of Common Shares hereunder, *in lieu* of the number of Common Shares in respect of which the right to purchase is then being exercised, the lesser number of Common Shares as result from the consolidation;

(c) in the event of any change of the Common Shares as constituted on the date hereof, at any time while an Award is in effect, the Company will thereafter deliver at the time of purchase of Common Shares hereunder the number of shares of the appropriate class resulting from the said change as the Participant would have been entitled to receive in respect of the number of Common Shares so purchased had the right to purchase been exercised before such change;

(d) in addition to the provisions set out in Section 3.13 and Section 3.14, in the event of a capital reorganization, reclassification or change of outstanding equity shares (other than a change in the par value thereof) of the Company, a consolidation, merger or amalgamation of the Company with or into any other company or a sale of the property of the Company as or substantially as an entirety at any time while an Award is in effect, the Participant will thereafter have the right to purchase and receive, *in lieu* of the Common Shares immediately theretofore purchasable and receivable upon the exercise of the Award, the kind and amount of shares and other securities and property receivable upon such capital reorganization, reclassification, change, consolidation, merger, amalgamation or sale that the holder of a number of Common Shares equal to the number of Common Shares immediately theretofore purchasable and receivable upon the exercise of the Award would have received as a result thereof. The subdivision or consolidation of Common Shares at any time outstanding (whether with or without par value) will not be deemed to be a capital reorganization or a reclassification of the capital of the Company for the purposes of this Section 3.12;

(e) an adjustment will take effect at the time of the event giving rise to the adjustment, and the adjustments provided for in this section are cumulative. Any adjustments shall be made automatically, without the necessity of Board action, on the customary arithmetical basis in the case of any consolidation or subdivision, including a subdivision effected by means of a stock dividend;

(f) the Company will not be required to issue fractional shares in satisfaction of its obligations hereunder. Any fractional interest in a Common Share that would, except for the provisions of this Section 3.12, be deliverable upon the exercise of an Award will be cancelled and not be deliverable by the Company;

(g) if any questions arise at any time with respect to the Exercise Price or number of Common Shares deliverable upon exercise of an Award in any of the events set out in this Section 3.12, such questions will be conclusively determined by the Company's auditors, or, if they decline to so act, any other firm of Chartered Accountants in the city of the Company's principal executive office, that the Company may designate and who will be granted access to all appropriate records and such determination will be binding upon the Company and all Participants; and

(h) Subject to the approval of the TSX Venture, where applicable, in the event of any corporate event or transaction (collectively, a "**Corporate Reorganization**") (including, but not limited to, a change in the Common Shares or the capitalization of the Company) such as a merger, arrangement or amalgamation that does not constitute a Change of Control, or a consolidation, reorganization, recapitalization, separation, stock dividend, extraordinary dividend, stock split, reverse stock split, split up, spin-off or other distribution of stock or property of the Company, combination of securities, exchange of securities, dividend in kind, or other like change in capital structure or distribution (other than normal cash dividends) to shareholders of the Company, or any similar corporate event or transaction, the Board shall make or provide for such adjustments or substitutions, as applicable, in the number and kind of Common Shares that may be issued under the Plan, the number and kind of Common Shares subject to outstanding Awards, the exercise price applicable to outstanding Awards, the number of Common Shares eligible to be issued hereunder, and any other value determinations applicable to outstanding Awards or to this Plan, as are equitably necessary to prevent dilution or enlargement of Participants' rights under the Plan that otherwise would result from such Corporate Reorganization.

The Board shall also make appropriate adjustments in the terms of any Awards under the Plan as are equitably necessary to reflect such Corporate Reorganization and may modify any other terms of outstanding Awards, including modifications of performance criteria and changes in the length of Performance Periods. The determination of the Board as to the foregoing adjustments, if any, shall be conclusive and binding on Participants under the Plan, provided that any such adjustments shall comply with Section 409A of the Code with respect to any U.S. Participants and the rules of any stock exchange or market upon which such Shares are listed or traded.

Subject to the provisions of the Plan and any applicable law or regulatory requirement, without affecting the number of Common Shares reserved or available hereunder, the Board may authorize the issuance, assumption, substitution or conversion of Awards under this Plan in connection with any such corporate event or transaction, upon such terms and conditions as it may deem appropriate. Additionally, the Board may amend the Plan, or adopt supplements to the Plan, in such manner as it deems appropriate to provide for such issuance, assumption, substitution or conversion as provided in the previous sentence.

Corporate Transactions

3.13 In the event that the Company undertakes a Change of Control or other corporate transaction (e.g., stock sale, merger, sale of all or substantially all assets or other similar transaction) (each a “**Corporate Transaction**”):

(a) subject to applicable Securities Laws and the TSX Venture Policies, the Board may provide that any escrow, holdback, earn-out or similar provisions in the Corporate Transaction may apply to any payment made in respect of an Award to the same extent and in the same manner as such provisions apply to the Company’s shareholders (or, with such variations from the treatment of the Company’s shareholders as the Board, in its discretion, determines are necessary or advisable to effectuate the transaction); and

(b) subject to applicable Securities Laws and the TSX Venture Policies, all Awards outstanding on the effective date of the Corporate Transaction shall be treated in the manner described in the definitive agreement with respect to the Corporate Transaction (or, in the event the Corporate Transaction does not entail a definitive agreement to which the Company is party, or the definitive agreement does not describe the treatment of such Awards, then in the manner determined by the Board, with such determination having final and binding effect on all parties), which agreement or determination need not treat all Awards (or all portions of an Award) in an identical manner. The treatment specified in the definitive agreement or determined by the Board may include (without limitation) one or more of the following with respect to each outstanding Award, subject to applicable Securities Laws and the TSX Venture Policies:

(i) continuation of the Award by the Company (if the Company is the surviving entity);

(ii) assumption of the Award by the surviving entity or its parent in a manner that complies with Code Sections 409A and 424(a) (as applicable);

(iii) substitution by the surviving entity or its parent of a new award for the Award in a manner that complies with Code Sections 409A and 424(a) (as applicable);

(iv) cancellation of the Award and a payment to the Participant with respect to each Common Share subject to the portion of the Award that is vested as of the transaction date (after taking into account any acceleration of vesting that may apply or be provided by the Board) equal to the excess of (A) the value, as determined by the Board in its reasonable discretion, of the property (including cash) received by the holder of a Common Share as a result of the transaction, over (B) the Exercise Price of the Award (such excess, the “**Spread**”). Such payment shall be made in the form of cash, cash equivalents, or securities of the surviving entity or its parent having a value equal to the Spread. In addition, any escrow, holdback, earn-out or similar provisions in the definitive agreement may apply to such payment to the same extent and in the same manner as such provisions apply to the holders of Common Shares. If the Spread applicable to an Award is zero or a negative number, then the Award may be cancelled without making a payment to the Participant;

(v) cancellation of the Award without the payment of any consideration, provided that the Participant shall be notified of such treatment and given an opportunity to

exercise the Award (to the extent the Award is vested or becomes vested as of the effective date of the transaction) during a period of not less than five business days preceding the effective date of the transaction, unless (A) a shorter period is required to permit a timely closing of the transaction and (B) such shorter period still offers the Participant a reasonable opportunity to exercise the Award. Any exercise of the Award during such period may be contingent upon the closing of the transaction;

(vi) suspension of the Participant's right to exercise the Award during a limited period of time preceding the closing of the transaction if such suspension is administratively necessary to permit the closing of the transaction; and

(vii) termination of any right a Participant has to exercise the Award prior to the vesting in the Common Shares subject to the Award (i.e., "early exercise"), such that following the closing of the transaction the Award may only be exercised to the extent it is vested.

3.14 The Company, from time to time, may substitute or assume outstanding awards granted by another entity, whether in connection with an acquisition of such other entity or otherwise, by either: (i) granting an Award under this Plan (including, as applicable, the U.S. Sub-Plan) in substitution of such other entity's award; or (ii) assuming and/or converting such award as if it had been granted under this Plan (including, as applicable, the U.S. Sub-Plan) if the terms of such assumed award could be applied to an Award granted under this Plan (including, as applicable, the U.S. Sub-Plan). Such substitution or assumption will be permissible if the holder of the substituted or assumed award would have been eligible to be granted an Award under this Plan (including, as applicable, the U.S. Sub-Plan) if the other entity had applied the rules of this Plan (including, as applicable, the U.S. Sub-Plan) to such grant. In the event the Company assumes and converts an award granted by another entity, subject to the terms and conditions of this Plan (including, as applicable, the U.S. Sub-Plan), applicable Securities Laws and the TSX Venture Policies, the terms and conditions of such award will, to the extent determined by the Board in its discretion, remain unchanged (except that the exercise price and the number and nature of shares issuable upon exercise of any such option, or any award that is subject to Section 409A of the Code, will be adjusted appropriately pursuant to Section 424(a) of the Code), and, with respect to U.S. Participants, such conversion shall be conducted in accordance with U.S. Treasury Regulation Section 1.424-1(a) for Incentive Stock Options and U.S. Treasury Regulation Section 1.409A-1(b)(5)(v)(D) for Nonstatutory Stock Options.

Acceleration of Vesting on Change of Control

3.15 Subject to the specific terms as to vesting contained in any Award Agreement, the Board will have the discretion, but not the obligation, to accelerate the vesting of all or any portion of any Award that are outstanding and subject to vesting in the event of a Change of Control. In the event of a determination of the Board to accelerate vesting, and unless otherwise determined by the Board, the Awards shall be deemed to have immediately vested upon the occurrence of the Change of Control. The foregoing provisions will not apply to Options granted to a Person engaged in Investor Relations Activities.

Other Restrictions

3.16 The Plan is subject to the following provisions:

- (i) Awards shall not entitle a Participant to any shareholder rights (including, without limitation, voting rights, dividend entitlement or rights on liquidation) until such time as underlying Shares are issued to such Participant, other than an accrual of dividends in compliance with the Plan and as accepted by the Exchange;
- (ii) all Awards are non-assignable and non-transferable;
- (iii) Investor Relations Service Providers may not receive any Award other than Options;
- (iv) if a Participant's heirs or administrators are entitled to any portion of an outstanding Award, the period in which they can make such claim shall not exceed one year from the Participant's death;
- (v) for Awards granted or issued to Employees, Consultants or Management Company Employees, the Company and the Participant are responsible for ensuring and confirming that the Participant is a *bona fide* Employee, Consultant or Management Company Employee, as the case may be; and
- (vi) any Award granted or issued to any Participant who is a Director, Officer, Employee, Consultant or Management Company Employee shall expire in accordance with the provisions of the Plan, but in any event, within a reasonable period, not exceeding 12 months, following the date the Participant ceases to be an eligible Participant under the Plan.

ARTICLE 4

TERMS AND CONDITIONS OF STOCK OPTIONS

Options Granted Under the Plan

4.1 Subject to the terms and provisions of the Plan, Options may be granted to Service Providers in such number, and upon such terms, and at any time and from time to time as shall be determined by the Board in its discretion, and subject to the terms of the Plan.

4.2 All Options granted under this Plan will be evidenced by an Award Agreement in the form approved by the Board from time-to-time, showing the number of Optioned Shares, the term of the Option, a reference to vesting terms and any pre-vesting exercise rights, if any, and the Exercise Price.

Options Not Exercised

4.3 In the event an Option granted under this Plan expires unexercised or is terminated by reason of dismissal of the Optionee for cause or is otherwise lawfully cancelled prior to exercise of the Option, the Optioned Shares that were issuable thereunder will be returned to this Plan and will be eligible for re-issuance.

Option Price

4.4 The Option Price for each grant of an Option under this Plan shall be determined by the Board and shall be specified in the Award Agreement. The Exercise Price of an Option shall also be determined by the Board at the time such Option is allocated under this Plan, and cannot be less than the Discounted Market Price (as defined in the policies of the TSXV), provided that, if the Company does not issue a news release to announce the grant and the exercise price of an Option, the Discounted Market Price is the last closing price of the Common Shares before the date of grant of the Option less the applicable discount. A minimum exercise price cannot be established unless the Options are allocated to particular Persons.

Term of Option

4.5 Subject to Section 3.10, an Option can be exercisable for a maximum of 10 years from the Grant Date subject to extension where the expiry date falls within a Blackout Period, as provided for in Section 3.10.

Option Amendment

4.6 Subject to Section 2.5(b), the Exercise Price of an Option may be amended only if at least six (6) months have elapsed since the later of the date of commencement of the term of the Option, the date the Common Shares commenced trading on the TSX Venture and the date of the last amendment of the Exercise Price.

4.7 An Option must be outstanding for at least one year before the Company may extend its term, subject to Section 4.5 and the limits contained in Section 3.1.

4.8 Any proposed amendment to the terms of an Option must be approved by the TSX Venture prior to the exercise of such Option.

Vesting of Options

4.9 Subject to Section 4.10, vesting of Options shall be at the discretion of the Board and, with respect to any particular Options granted under this Plan, in the absence of a vesting schedule being specified at the time of grant, all such Options shall vest immediately. Where applicable, vesting of Options will generally be subject to:

- (a) the Service Provider remaining employed by or continuing to provide services to the Company or any of its subsidiary as well as, at the discretion of the Board, achieving certain milestones which may be defined by the Board from time to time or receiving a satisfactory performance review by the Company or any of its subsidiary during the vesting period; or
- (b) the Service Provider remaining as a Director of the Company or any of its subsidiary during the vesting period.

Vesting of Options Granted to Consultants Conducting Investor Relations Activities

4.10 Notwithstanding Section 4.9, Options granted to Consultants conducting Investor Relations Activities will vest:

- (a) over a period of not less than 12 months such that:
 - (i) no more than 1/4 of the Options vest no sooner than three months after the Options were granted;
 - (ii) no more than another 1/4 of the Options vest no sooner than six months after the Options were granted;
 - (iii) no more than another 1/4 of the Options vest no sooner than nine months after the Options were granted; and
 - (iv) the remainder of the Options vest no sooner than 12 months after the Options were granted.
- (b) such longer vesting period as the Board may determine.

Effect of Take Over Bid

4.11 If a Take Over Bid is made to the shareholders generally then the Board will have the discretion, upon receipt of notice of the Take Over Bid, to determine to accelerate the vesting of outstanding Options and notify each Optionee currently holding an Option of the Take Over Bid, with full particulars thereof whereupon such Option may, notwithstanding Section 4.9 and Section 4.10 or any vesting requirements set out in the Option Agreement, but subject to ARTICLE 11, be immediately exercised in whole or in part by the Optionee, subject to approval of the TSX Venture for vesting requirements imposed by the TSX Venture Policies and subject to any additional limitations imposed by the Board.

Optionee Ceasing to be Director, Employee or Service Provider

4.12 Options may be exercised after the Service Provider has left his/her/their employ/office or has been advised by the Company that his/her/their services are no longer required or his/her/their service contract has expired, until the term applicable to such Options expires, except as follows:

- (a) in the case of the death of an Optionee, any vested Option held by the Optionee at the date of death will become exercisable by the Optionee's lawful personal representatives, heirs or executors until the earlier of one year after the date of death of such Optionee and the date of expiration of the term otherwise applicable to such Option;
- (b) an Option granted to any Service Provider will expire 90 days (or such other time, not to exceed one year, as shall be determined by the Board as at the date of grant or agreed to by the Board and the Optionee at any time prior to expiry of the Option) after the date the Optionee ceases to be employed by or provide services to the Company, or, if earlier, upon the Expiry Date for the Option and only to the extent that such Option was vested at the date the Optionee ceased to be so employed by or to provide services to the Company; and
- (c) in the case of an Optionee being dismissed from employment or service for cause, such Optionee's Options, whether or not vested at the date of dismissal will immediately terminate without right to exercise same.

Restrictions on Share Transferability.

4.13 The Board may impose such restrictions on any Common Shares acquired pursuant to the exercise of an Option granted pursuant to this Plan as it may deem advisable, including, without limitation, requiring the Participant to hold the Common Shares acquired pursuant to exercise for a specified period of time, or restrictions under applicable laws or under the requirements of any stock exchange or market upon which such Common Shares are listed and/or traded.

Non Assignable

4.14 Subject to Section 4.12, all Options will be exercisable only by the Optionee to whom they are granted and will not be assignable or transferable or be pledged or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution.

ARTICLE 5 COMMITMENT AND EXERCISE PROCEDURES OF STOCK OPTIONS

Award Agreement

5.1 Upon grant of an Option hereunder, an authorized officer of the Company will deliver to the Optionee an Award Agreement for execution by the Company and the Optionee detailing the terms of such Options and upon such delivery the Optionee will be subject to this Plan and have the right to purchase the Optioned Shares at the Exercise Price set out therein subject to the terms and conditions hereof, including any additional requirements contemplated with respect to the payment of required withholding taxes on behalf of Optionees.

Manner of Exercise

5.2 An Optionee who wishes to exercise an Option may do so by delivering:

- (a) a written notice to the Company or by complying with any alternative procedures which may be authorized by the Board specifying the number of Optioned Shares being acquired pursuant to the Option; and
- (b) full payment for the aggregate Exercise Price for the Optioned Shares being acquired, subject, if applicable, to Section 5.3, plus any required withholding tax amount subject to Section 5.4 by (i) a certified cheque, wire transfer or bank draft payable to the Company; or (ii) by any other method approved or accepted by the Board in its sole discretion subject to the rules of the TSX Venture and such rules and regulations as the Board may establish.

Exercise of Options

5.3 Options granted under ARTICLE 4 shall be exercisable at such times and on the occurrence of such events, and be subject to such restrictions and conditions, as the Board shall in each instance

approve, which need not be the same for each grant or for each Participant. Without limiting the foregoing, the Board may, in its sole discretion, permit the exercise of an Option through either:

- (a) a cashless exercise (a “**Cashless Exercise**”) mechanism in accordance with Policy 4.4 - *Security Based Compensation* of the TSXV; or
- (b) a net exercise (a “**Net Exercise**”) mechanism, whereby Options, excluding Options held by any Investor Relations Service Provider, are exercised without the Participant making any cash payment so the Company does not receive any cash from the exercise of the subject Options, and instead the Participant receives only the number of underlying Common Shares that is the 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 Common Shares and the exercise price of the subject Options; by
 - (ii) the VWAP of the underlying Common Shares.

Notwithstanding the foregoing, in the case of a U.S. Participant, the number of Common Shares delivered to the Participant in connection with a Net Exercise will in no event be greater than the number of Common 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 Fair Market Value (within the meaning of Section 11.3) of a Share as of the exercise date and the exercise price of the subject Options; by
- (ii) the Fair Market Value (within the meaning of Section 11.3) of a Share as of the exercise date.

Tax Withholding and Procedures

5.4 Notwithstanding anything else contained in this Plan, the Company may, from time to time, implement such procedures and conditions as it determines appropriate with respect to the withholding and remittance of taxes imposed under applicable law, or the funding of related amounts for which liability may arise under such applicable law, including, but not limited to, the procedures and conditions set out in Section 11.23. Without limiting the generality of the foregoing, an Optionee who wishes to exercise an Option must, in addition to following the procedures set out in Section 5.2 and elsewhere in this Plan, and as a condition of exercise:

- (a) deliver a certified cheque, wire transfer or bank draft payable to the Company for the amount determined by the Company to be the appropriate amount on account of such taxes or related amounts; or
- (b) otherwise ensure, in a manner acceptable to the Company (if at all) in its sole and unfettered discretion, that the amount will be securely funded,

and must in all other respects follow any related procedures and conditions imposed by the Company.

Delivery of Optioned Shares

5.5 As soon as practicable after receipt of the notice of exercise described in Section 5.3 and payment in full for the Optioned Shares being acquired, the Company will direct its transfer agent to issue to the Optionee the appropriate number of Optioned Shares. The same process shall apply for delivery of other Awards.

ARTICLE 6 RESTRICTED SHARE UNITS

Grant of Restricted Share Units

6.1 Subject to the terms and conditions of the Plan, the Board, at any time and from time to time, may grant Restricted Share Units to Participants in such amounts and upon such terms as the Board shall determine.

Restricted Share Unit Agreement

6.2 Each Restricted Share Unit grant shall be evidenced by an Award Agreement that shall specify the Period(s) of Restriction, the number of Restricted Share Units granted, the settlement date for Restricted Share Units, and any such other provisions as the Board shall determine, provided that, no Restricted Share Unit shall vest (i) earlier than one year, or (ii) later than three years, after the date of grant, except that the Board may in its sole discretion accelerate the vesting required by this Section 6.2 for a Participant who dies or who ceases to be an eligible Participant under the Plan in connection with a Change of Control. The vesting of Restricted Share Units shall be subject to satisfaction of Performance Goals or other vesting condition set out in the Award Agreement.

Non-transferability of Restricted Share Units

6.3 The Restricted Share Units granted herein may not be sold, transferred, pledged, assigned or otherwise alienated or hypothecated or disposed of by the Participant, whether voluntarily or by operation of law, otherwise than by testate succession or the laws of descent and distribution, until the end of the applicable Period of Restriction specified in the Award Agreement and until the date of settlement through delivery or other payment, and any attempt to do so will cause such Restricted Share Units to be null and void. A vested Restricted Share Unit shall be redeemable only by the Participant and, upon the death of a Participant, the person to whom the rights shall have passed by testate succession or by the laws of descent and distribution may redeem any vested Restricted Share Units in accordance with the provisions of Section 9.6.

Other Restrictions

6.4 The Board shall impose, in the Award Agreement at the time of grant or anytime thereafter, such other conditions and/or restrictions on any Restricted Share Units granted pursuant to this Plan as it may deem advisable, including, without limitation, a requirement that Participants pay a stipulated purchase price for each Restricted Share Unit, restrictions based upon the achievement of specific performance criteria, time-based restrictions on vesting following the attainment of the performance criteria, time-based restrictions, restrictions under applicable laws or under the requirements of any stock exchange or market upon which such Common Shares are listed or traded, or

holding requirements or sale restrictions placed on the Common Shares by the Company upon vesting of such Restricted Share Units.

ARTICLE 7 DEFERRED SHARE UNITS

Grant of Deferred Share Units

7.1 Subject to the terms and conditions of the Plan, the Board, at any time and from time to time, may grant Deferred Share Units to Participants in such amounts and upon such terms as the Board shall determine, provided that, no Deferred Share Unit shall vest earlier than one year after the date of grant, except that the Board may in its sole discretion accelerate the vesting required by this Section 7.1 for a Participant who dies or who ceases to be an eligible Participant under the Plan in connection with a Change of Control.

Deferred Share Unit Agreement

7.2 Each Deferred Share Unit grant shall be evidenced by an Award Agreement that shall specify the number of Deferred Share Units granted, the settlement date for Deferred Share Units, and any other provisions as the Board shall determine, including, but not limited to a requirement that Participants pay a stipulated purchase price for each Deferred Share Unit, restrictions based upon the achievement of specific performance criteria, time-based restrictions, restrictions under applicable laws or under the requirements of any stock exchange or market upon which the Common Shares are listed or traded, or holding requirements or sale restrictions placed on the Common Shares by the Company upon vesting of such Deferred Share Units.

Non-transferability of Deferred Share Units

7.3 The Deferred Share Units granted herein may not be sold, transferred, pledged, assigned or otherwise alienated or hypothecated. All rights with respect to the Deferred Share Units granted to a Participant under the Plan shall be available during such Participant's lifetime only to such Participant.

Termination of Employment, Consultancy or Directorship

7.4 Each Award Agreement shall set forth the extent to which the Participant shall have the right to retain Deferred Share Units following termination of the Participant's employment or other relationship with the Company or any of its subsidiary. Such provisions shall be determined in the sole discretion of the Board, need not be uniform among all Deferred Share Units issued pursuant to the Plan, and may reflect distinctions based on the reasons for termination. Any settlement or redemption of any Deferred Share Units shall occur within one year following the Termination Date.

ARTICLE 8 PERFORMANCE SHARE UNITS

Grant of Performance Share Units

8.1 Subject to the terms and conditions of the Plan, the Board, at any time and from time to

time, may grant Performance Share Units to Participants in such amounts and upon such terms as the Board shall determine, provided that, no Performance Share Units shall vest earlier than one year after the date of grant, except that the Board may in its sole discretion accelerate the vesting required by this Section 8.1 for a Participant who dies or who ceases to be an eligible Participant under the Plan in connection with a Change of Control.

Value of Performance Share Units

8.2 Each Performance Share Unit shall have an initial value equal to the FMV of a Common Share on the date of grant. The Board shall set Performance Goals for a Performance Period in its discretion, which, depending on the extent to which they are met, will determine, in the manner determined by the Board and set forth in the Award Agreement, the value and/or number of each Performance Share Unit that will be paid to the Participant.

Earning of Performance Share Unit

8.3 Subject to the terms of this Plan and the applicable Award Agreement, after the applicable Performance Period has ended, the holder of Performance Share Units shall be entitled to receive payout on the value and number of Performance Share Units, determined as a function of the extent to which the corresponding performance criteria or Performance Goals have been achieved. Notwithstanding the foregoing, the Company shall have the ability to require the Participant to hold any Common Shares received pursuant to such Award for a specified period of time.

Form and Timing of Payment of Performance Share Units

8.4 Payment of vested Performance Share Units shall be as determined by the Board and as set forth in the Award Agreement. Subject to the terms of the Plan, the Board will pay vested Performance Share Units in the form of Common Shares issued from treasury equal to the value of the vested Performance Share Units at the end of the applicable Performance Period. Any Common Shares may be issued subject to any restrictions deemed appropriate by the Board.

Non-transferability of Performance Common Shares and Performance Share Units

8.5 Performance Share Units may not be sold, transferred, pledged, assigned or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution. Further, a Participant's rights under the Plan shall inure during such Participant's lifetime only to such Participant.

ARTICLE 9

GENERAL PROVISIONS APPLICABLE TO NEW SECURITY BASED COMPENSATION

Establishing Performance Goals

9.1 At the time a grant of a New Security Based Compensation is made, the Board may, if applicable, in its sole discretion, establish Performance Goals for the vesting of the security based compensation as may be specified by the Board in the Award Agreement. The Board may use such business criteria and other measures of performance as it may deem appropriate in establishing any Performance Goals, and may exercise its discretion to reduce the amounts payable under any New Security Based Compensation subject to Performance Goals. The Board may determine that a New

Security Based Compensation shall vest in whole or in part upon achievement of any one Performance Goal or that two or more Performance Goals must be achieved prior to the vesting of such New Security Based Compensation. Performance Goals may differ for New Security Based Compensations granted to any one Participant or to different Participants.

9.2 To the extent deemed appropriate by the Board, the Company may retain the certificates representing Common Shares delivered in settlement of the New Security Based Compensation, in the Company's possession until such time as all conditions and/or restrictions applicable to such Common Shares have been satisfied or lapse.

Account

9.3 The New Security Based Compensation issued pursuant to this Plan may be credited to a notional account maintained for each Participant by the Company for the purposes of facilitating the determination of amounts that may become payable hereunder. A written confirmation of the balance in each Participant's account will be sent by the Company upon request of the Participant.

Dividends and Other Distributions

9.4 During the Period of Restriction, Participants holding New Security Based Compensation granted hereunder may, if the Board so determines, be credited with dividends paid with respect to the underlying Common Shares or Dividend Equivalents while they are so held in accordance with the Plan and otherwise in such a manner determined by the Board in its sole discretion. Dividend Equivalents shall not apply to an Award unless specifically provided for in the Award Agreement and if specifically provided for in the Award Agreement shall be subject to the Plan and such other terms and conditions set forth in the Award Agreement as the Board shall determine. The Board may apply any restrictions to the dividends or Dividend Equivalents that the Board deems appropriate including accrual, forfeiture or payout restrictions. The Board, in its sole discretion, may determine the form of payment of dividends or Dividend Equivalents, including cash, Common Shares and New Security Based Compensation, provided that any Dividend Equivalents paid in the form of additional New Security Based Compensation shall reduce the applicable pool of Common Shares available for issuance of New Security Based Compensation. Further, any additional New Security Based Compensation credited to the Participant's account in satisfaction of payment of dividends or Dividend Equivalents will vest in proportion to and will be paid under the Plan in the same manner as the New Security Based Compensation to which they relate.

9.5 Notwithstanding the foregoing, the aggregate number of New Security Based Compensation to be credited in respect of the payment of a dividend amount must not, together with all outstanding New Security Based Compensation, exceed the Plan maximum set out in Section 3.1 and Section 3.4. The issuance of any New Security Based Compensation under this Section that, together with all outstanding New Security Based Compensation, exceed the Plan maximum set out in Section 3.1 and Section 3.4 shall be satisfied by the payment of cash to the Participant by the Company.

Death and other Termination of Employment.

9.6

(a) Death: If a Participant dies while an Employee, Director of, or Consultant to, the Company or any of its subsidiary:

(i) any New Security Based Compensation held by the Participant that have not vested as at the Termination Date (as defined at Section 9.6(c) below) shall vest immediately;

(ii) any New Security Based Compensation held by the Participant that have vested (including New Security Based Compensation vested in accordance with Section 9.6(a)(i)) as at the Termination Date (as defined at Section 9.6(c) below), shall be paid to the Participant's estate in accordance with the terms of the Plan and Award Agreement; and

(iii) such Participant's eligibility to receive further grants of New Security Based Compensation under the Plan ceases as of the Termination Date.

(b) Termination other than Death: Unless determined otherwise by the Board, or as may otherwise be set out in a Participant's employment agreement (which shall have paramountcy over this clause), where a Participant's employment or term of office or engagement terminates for any reason other than death (whether such termination occurs with or without any or adequate notice or reasonable notice, or with or without any or adequate compensation in lieu of such notice), then:

(i) any New Security Based Compensation held by the Participant that have vested before the Termination Date (as defined at Section 9.6(c) below) shall be paid to the Participant. Any New Security Based Compensation held by the Participant that are not yet vested at the Termination Date (as defined at Section 9.6(c) below) will be immediately cancelled and forfeited to the Company on the Termination Date;

(ii) the eligibility of a Participant to receive further grants under the Plan ceases as of the date that the Company or any of its subsidiary provides the Participant with written notification that the Participant's employment or term of office or engagement, is terminated, notwithstanding that such date may be prior to the Termination Date;

(iii) notwithstanding Section 9.6(b)(i), unless the Board, in its sole discretion, otherwise determines, at any time and from time to time, New Security Based Compensation is not affected by a change of employment arrangement within or among the Company or any of its subsidiary for so long as the Participant continues to be an employee of the Company or any of its subsidiary; and

(iv) Any settlement or redemption of any New Security Based Compensation shall occur within one year following the Termination Date.

(c) For purposes of this Agreement, the term, "**Termination Date**" means, in the case of a Participant whose employment or term of office or engagement with the Company or any of its subsidiary terminates:

(i) by reason of the Participant's death, the date of death;

(ii) by reason of termination for Cause, resignation by the Participant, the Participant's last day actively at work for or actively engaged by the Company or any of its subsidiary;

(iii) for any reason whatsoever other than death, termination for cause, the later of the (A) date of the Participant's last day actively at work for or actively engaged by the Company or any of its subsidiary, and (B) the last date of the Notice Period; and

(iv) the resignation of a Director and the expiry of a Director's term on the Board without re-election (or nomination for election) shall each be considered to be a termination of his or her term of office.

(d) Notwithstanding any other provision in this Section 9.6, any New Security Based Company granted to a U.S. Participant that is subject to, and not exempt from, Section 409A of the Code will be settled or redeemed in a manner that is consistent with the requirements of Section 409A of the Code.

Payment in Settlement of New Security Based Compensation

9.7 Subject to the terms of this Plan and, in particular, Section 9.8 of this Plan, when and if New Security Based Compensation become payable the Company, in its discretion and as may be determined by the Board, will pay out vested New Security Based Compensation issued under this Plan and credited to the account of a Participant by paying or issuing (net of any applicable withholding tax) to such Participant an award payout ("**Award Payout**") of either:

- (i) subject to receipt of Regulatory Approvals, one Common Share for such whole vested New Security Based Compensation. Each Common Share issued by the Company pursuant to this Plan shall be issued as fully paid and non-assessable; or
- (ii) a cash amount equal to the Fair Market Value of such vested New Security Based Compensation,

provided, notwithstanding the foregoing, the Fair Market Value must not be less than the Discounted Market Price as at the Grant Date of the New Security Based Compensation.

Tax Matters and Applicable Withholding Tax

9.8 The Company does not assume any responsibility for or in respect of the tax consequences of the receipt by Participants of New Security Based Compensation, or payments received by Participants pursuant to this Plan. The Company or any of its subsidiary, as applicable, is authorized to deduct such taxes and other amounts as it may be required or permitted by law to withhold ("**Applicable Withholding Tax**"), in such manner (including, without limitation, by selling Common Shares otherwise issuable to Participant holding Restricted Share Unit, on such terms as the Company determines) as it determines so as to ensure that it will be able to comply with the applicable provisions of any federal, provincial, state or local law relating to the withholding of tax or other required deductions, or the remittance of tax or other obligations. The Company or any of its subsidiary, as applicable, may require Participants, as a condition of receiving amounts to be paid to them under this Plan, to deliver undertakings to, or indemnities in favour of, the Company or any of its subsidiary, as applicable, respecting the payment by such Participant of applicable income or other taxes.

9.9 To the extent applicable, any Awards granted under the Plan, including the U.S. Sub-Plan, are intended to be exempt from or compliant with Section 409A of the Code, and the Plan will be interpreted and administered in accordance with this intent. Notwithstanding anything to the contrary in

the Plan, if an Award that constitutes "deferred compensation" under Section 409A of the Code becomes payable to a "specified employee" on account of his or her "separation from service" (within the meaning of Section 409A of the Code), then no distribution or payment in respect of the Award will be issued or paid before the date that is six (6) months following the date of the Participant's separation from service or, if earlier, the date of the Participant's death, unless such distribution or payment can be made in a manner that complies with Section 409A of the Code, and any amounts so deferred will be paid in a lump sum on the day after such six (6) month period elapses, with the balance paid thereafter on the original schedule. Notwithstanding any other provision of this Plan or an Award Agreement, neither the Company nor its Affiliates make any representation that any Awards granted under the Plan are exempt from or compliant with Code Section 409A, and neither the Company nor its Affiliates will be liable to any Participant or any other Person for any adverse tax consequences under Code Section 409A or any other provision of the Code.

ARTICLE 10

GENERAL PROVISIONS

Employment and Services

10.1 Nothing contained in this Plan will confer upon or imply in favour of any Service Provider any right with respect to office, employment or provision of services with the Company, or interfere in any way with the right of the Company or any of its subsidiary to lawfully terminate the Service Provider's office, employment or service at any time pursuant to the arrangements pertaining to same.

Participation

10.2 Participation in this Plan by a Service Provider is voluntary. No Employee or other Person eligible to participate in the Plan shall have the right to be selected to receive an Award. No person selected to receive an Award shall have the right to be selected to receive a future Award, or, if selected to receive a future Award, the right to receive such future Award on terms and conditions identical or in proportion in any way to any prior Award.

No Representation or Warranty

10.3 The Company makes no representation or warranty as to the future market value of Common Shares issued in accordance with the provisions of this Plan or to the effect of the *Income Tax Act* (Canada) or any other taxing statute governing the Awards or the Common Shares issuable thereunder or the tax consequences to a Service Provider. Compliance with applicable Securities Laws as to the disclosure and resale obligations of each Participant is the responsibility of each Participant and not the Company.

Rights as a Common Shareholder

10.4 A Participant shall have none of the rights of a shareholder with respect to Common Shares covered by any Award (including, without limitation, voting rights, dividend entitlement or rights on liquidation) until the Participant becomes the record holder of such Common Shares other than an accrual of dividends in compliance with the Plan and as accepted by the Exchange. Participants that are holders of Awards will not, as such, be entitled to receive notice of or to attend any shareholders' meeting

of the Company, nor entitled to exercise voting rights or any other rights attaching to the ownership of Common Shares or other securities of the Company, and will not be considered the owner of Common Shares by virtue of such issuance of the Awards.

No Notification Obligations

10.5 The Company will be under no obligation to notify a Participant of the date an Option will expire and, if an Option is designated as an Incentive Stock Option, the date the Option will cease to qualify as an Incentive Stock Option.

No Other Benefit

10.6 No amount will be paid to, or in respect of, a Restricted Share Unit, deferred Unit to Performance Share Unit under this Plan to compensate for a downward fluctuation in the Fair Market Value or price of a Common Share, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose

Interpretation

10.7 This Plan, including, for greater certainty, the U.S. Sub-Plan, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Province of Ontario and Canadian federal law.

10.8 Each party irrevocably agrees that the courts of the Province of Ontario shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with, this Plan, including, for greater certainty, the U.S. Sub-Plan, or its subject matter or formation (including non-contractual disputes or claims).

Amendment of the Plan

10.9 The Board reserves the right, in its absolute discretion, to at any time amend, modify or terminate this Plan with respect to all Common Shares in respect of Awards that have not yet been granted hereunder. Any amendment to any provision of this Plan will be subject to any necessary Regulatory Approvals unless the effect of such amendment is intended to reduce (but not to increase) the benefits of this Plan to Service Providers.

ARTICLE 11

SUB-PLAN FOR U.S. PARTICIPANTS

Purpose and Applicability

11.1 This Sub-Plan applies to the grant of Options to Service Providers who are either U.S. residents or U.S. taxpayers (each such Service Provider who is granted an Option under the Plan and this U.S. Sub-Plan, a **"U.S. Participant"**). The purpose of this U.S. Sub-Plan is to facilitate compliance with U.S. tax, securities and other applicable laws, and to permit the Company to issue tax-qualified Incentive Stock Options (defined below) to eligible U.S. Participants.

11.2 Except as otherwise provided by this U.S. Sub-Plan, all Option grants made to U.S. Participants will be governed by the terms of the Plan, when read together with this U.S. Sub-Plan. In any case of an irreconcilable contradiction (as determined by the Board) between the provisions of this U.S. Sub-Plan and the Plan, the provisions of this U.S. Sub-Plan will govern and supersede any such contradiction unless explicitly provided otherwise in this U.S. Sub-Plan. Notwithstanding the foregoing, this U.S. Sub-Plan shall be subject to the limitations set out in Section 3.1 and Section 3.4 and in no event shall Options be granted pursuant to this U.S. Sub-Plan in contravention of Section 3.1 and Section 3.4.

Definitions

11.3 Capitalized terms contained herein have the same meanings given to them herein, unless otherwise provided in this ARTICLE 11. In this ARTICLE 11 and as used elsewhere in the Plan (except where the context requires otherwise), the following words will have the meaning as defined below:

(a) **"Disability"** means the inability of a U.S. Participant to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than twelve (12) months as provided in Section 22(e)(3) of the Code, and will be determined by the Board on the basis of such medical evidence as the Board deems warranted under the circumstances.

(b) **"Exchange"** means the TSX Venture and any other stock exchange or stock quotation system on which the Common Shares trade.

(c) **"Fair Market Value"** means, as of any date, the value of the Common Shares, determined as follows:

(i) if the Common Shares are listed on the TSX Venture, the Fair Market Value shall be the last closing sales price for such shares as quoted on the TSX Venture for the market trading day immediately prior to the date of grant of the Option;

(ii) if the Common Shares are listed on an Exchange other than the TSX Venture, the Fair Market Value shall be the closing sales price of such shares (or the closing bid, if no sales were reported) as quoted on such Exchange for the market trading day immediately prior to the time of determination; and

(iii) if the Common Shares are not listed on an Exchange, the Fair Market Value shall be determined in good faith by the Board, where Fair Market Value with respect to

Options granted pursuant to this U.S. Sub-Plan shall be determined by the Board to be the value of an ordinary fully paid Common Share, determined by the Board in compliance with Section 409A of the Code or, in the case of an Incentive Stock Option, in compliance with Section 422 of the Code.

(d) **“Family Members”** means any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law (including adoptive relationships) of the U.S. Participant, any person sharing the U.S. Participant’s household (other than a tenant or employee), a trust in which these persons (or the U.S. Participant) have more than 50% of the beneficial interest, a foundation in which these persons (or the U.S. Participant) control the management of the assets, and any other entity in which these persons (or the U.S. Participant) own more than 50% of the voting interests.

(e) **“Incentive Stock Option”** or **“ISO”** means a stock option that is intended to be, and qualifies as, an incentive stock option within the meaning of Section 422 of the Code.

(f) **“Nonstatutory Stock Option”** or **“NSO”** means a stock option granted to a U.S. Participant that does not qualify as an Incentive Stock Option.

(g) **“Subsidiary”** means a corporation, whether now or hereafter existing, in an unbroken chain of corporations beginning with the Company, if each corporation other than the last corporation in the unbroken chain owns shares possessing 50% or more of the total combined voting power of all classes of shares in one of the other corporations in such chain, as provided in the definition of a “subsidiary corporation” contained in Section 424(f) of the Code.

(h) **“U.S.”** means the United States of America.

(i) **“U.S. Consultant”** means a person, excluding employees, who performs bona fide services for the Company or a Subsidiary as a consultant or advisor and who qualifies as a consultant or advisor under Rule 701(c)(1) of the U.S. Securities Act or under Instruction A.1.(a)(1) of Form S-8 under the U.S. Securities Act;

(j) **“U.S. Participant”** has the meaning ascribed thereto in Section 11.1.

(k) **“U.S. Securities Act”** means the U.S. Securities Act of 1933, as amended.

11.4 **Additional Terms and Conditions Applicable to All Options Granted to U.S. Participants**
Maximum Shares Issuable to U.S. Participants. For greater certainty, the maximum aggregate number of Common Shares that may be issued upon the exercise of Options granted under this Plan, including the U.S. Sub-Plan is, in the aggregate, 10% of the Outstanding Shares at the time of any Option grant, subject to compliance with the limitations provided under Section 3.4 of the Plan. Subject to Section 3.4 of the Plan and adjustment in accordance with Section 3.123.12 of the Plan and Section 424 of the Code, the maximum number of Common Shares that may be issued under the Plan pursuant to Incentive Stock Options will be equal to the lesser of (a) 10% of the Outstanding Shares as of the Effective Date, or (b) the otherwise applicable limit under the Plan as of the relevant Grant Date on the number of Common Shares that may be issued pursuant to Options.

11.5 **Form of Option.** Options for U.S. Participants shall be in substantially the form approved for use under the Plan. At the time of grant of the Option, the Board shall indicate if all or a portion of the Option is designated as an Incentive Stock Option. If an Option is not specifically designated as an Incentive Stock Option, then the Option shall be a Nonstatutory Stock Option.

11.6 **Eligibility.** Incentive Stock Options may be granted only to Service Providers who are employees of the Company or a Subsidiary in accordance with the Code. Nonstatutory Stock Options may be granted to any Service Provider, provided that Service Providers who are U.S. Participants and render services as U.S. Consultants or independent contractors (as classified under applicable U.S. law) shall be natural persons and otherwise meet the requirements of Rule 701 of the U.S. Securities Act.

11.7 **Maximum Term of Options.** Subject to Section 3.10 and Section 11.18 regarding Incentive Stock Options granted to certain major stockholders, no Option granted to a U.S. Participant will be exercisable after the expiration of ten (10) years from the Grant Date, or such shorter period specified in the Option or otherwise determined by the Board.

11.8 **Exercise Price.** Subject to: (i) the provisions of Section 11.18 regarding Incentive Stock Options granted to certain major stockholders; and (ii) the minimum price requirement set out in Section 4.4, the exercise price of each Option granted to a U.S. Participant will be not less than one hundred percent (100%) of the Fair Market Value of the Common Shares subject to the Option on the date the Option is granted.

11.9 **No Right to Employment or Other Status.** No person shall have any claim or right to be granted an Option under this U.S. Sub-Plan, and the grant of an Option shall not be construed as giving a U.S. Participant the right to continued employment or any other service relationship with the Company.

11.10 **Vesting and Exercise of Options.** Options granted to U.S. Participants shall vest in accordance with the terms of the Option provided in the applicable Option Agreement, and shall have a term and may be exercised following termination in accordance with the Plan, this U.S. Sub-Plan and the applicable Option Agreement, provided that in no event may any Option be exercised later than the tenth (10th) anniversary of the relevant Grant Date.

11.11 **Conditions on Delivery of Common Shares.** The Company will not be obligated to deliver any Common Shares pursuant to this U.S. Sub-Plan or to remove restrictions from Common Shares previously delivered under this U.S. Sub-Plan until:

- (a) all conditions of the Option have been met or removed to the satisfaction of the Company;
- (b) in the opinion of the Company's counsel, all other legal matters in connection with the issue, allotment and delivery of such shares have been satisfied, including any applicable securities laws and any applicable stock exchange or stock market rules and regulations; and
- (c) the U.S. Participant has executed and delivered to the Company such representations or agreements as the Company may consider appropriate to satisfy the requirements of any applicable laws, rules or regulations.

11.12 **Early Exercise of Options.** An Option may, at the Board's discretion, include a provision whereby the U.S. Participant may elect at any time before the U.S. Participant has left his/her/their

employ/office or has been advised by the Company that his/her/their services are no longer required or his/her/their service contract has expired to exercise the Option as to any part or all of the Common Shares subject to the Option prior to the full vesting of the Option. Any unvested Common Shares so purchased may be subject to a repurchase right in favor of the Company or to any other restriction the Board determines to be appropriate, subject to the “Repurchase Limitation” described in Section 11.13. Provided that the “Repurchase Limitation” in Section 11.13 is not violated, the Company will not be required to exercise its repurchase right until at least six months (or such longer or shorter period of time required to avoid classification of the Option as a liability for financial accounting purposes) have elapsed following the exercise of the Option unless the Board otherwise specifically provides in the applicable Option Agreement.

11.13 Repurchase Limitation. The terms of any repurchase right in favor of the Company will be specified in the applicable Option Agreement and shall be subject in all respects to the TSX Venture Policies. The repurchase price for vested Common Shares will be the Fair Market Value of the Common Shares on the date of repurchase. The repurchase price for unvested Common Shares will be the lower of: (a) the Fair Market Value of the Common Shares on the date of repurchase; and (b) the Exercise Price paid by the U.S. Participant for such Common Shares. However, to the extent necessary to avoid classification of the vested Common Shares as a liability for financial accounting purposes and, to the extent applicable, only if permitted by the TSX Venture Policies, the Company will not exercise its repurchase right until at least six months (or such longer or shorter period of time necessary to avoid classification of the vested Common Shares as a liability for financial accounting purposes) have elapsed following delivery of shares of Common Stock subject to the Option, unless otherwise specifically provided by the Board.

11.14 Transferability. Except as set forth in this Section 11.14 and subject to compliance with the TSX Venture Policies, prior to exercise, Options and Common Shares issuable upon exercise of such Options, may not be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner (including any “short position”, any “put equivalent position” or “call equivalent position” (as defined in Rule 16a-1 of the U.S. Securities Exchange Act of 1934, as amended)) other than by will or by the laws of descent or distribution. The designation of a beneficiary by a U.S. Participant will not constitute a transfer. An Option and, prior to exercise, the Common Shares to be issued on exercise of such Option, may not be transferred and may be exercised, during the lifetime of the holder of the Option, only by such holder or a transferee permitted by this Section 11.14. Notwithstanding anything else in this Section 11.14 or the Plan to the contrary but subject to compliance with the TSX Venture Policies, to the extent permitted by applicable law, the Board may in its sole discretion grant Nonstatutory Stock Options that may be transferred by instrument to an inter vivos or testamentary trust in which the Options are to be passed to beneficiaries upon the death of the trustor (settlor) or by gift to Family Members.

11.15 Additional Board Administration Authority. In addition to the authority granted to the Board under Section 2.1, with respect to U.S. Participants the Board shall also have the authority to: (a) determine the Fair Market Value of the Common Shares in accordance with the definition of Fair Market Value as set forth in Section 11.3; (b) approve the form(s) of Option Agreement(s) and other related documents used under the Plan and this U.S. Sub-Plan; (c) subject to the terms of the Plan and this U.S. Sub-Plan, determine the terms and conditions of any Option, which terms and conditions include but are not limited to the Exercise Price, the time or times when Options may be exercised (which may be based on performance criteria), the circumstances (if any) when vesting will be accelerated or forfeiture restrictions will be waived, and any restriction or limitation regarding any Option; (d) subject to the terms of the Plan and this U.S. Sub-Plan and the TSX Venture Policies, to amend any outstanding Option or

Option Agreement, including any amendment adjusting vesting (e.g., in connection with a change in the terms or conditions under which such person is providing services to the Company or a Subsidiary), provided that no amendment shall be made that would materially and adversely affect the rights of any U.S. Participant without his or her consent; (e) subject to the terms of the Plan and this U.S. Sub-Plan and the TSX Venture Policies, offer to buy out for a payment in cash or Common Shares an Option previously granted under the Plan based on such terms and conditions as the Board shall establish and communicate to the U.S. Participant at the time that such offer is made; and (f) to construe and interpret the terms of this U.S. Sub-Plan and any Option granted under the Plan and this U.S. Sub-Plan.

Additional Provisions Applicable to Incentive Stock Options

11.16 Eligible Recipients of ISOs. Incentive Stock Options may be granted only to Service Providers that are Employees of the Company or a Subsidiary.

11.17 Designation of ISO Status. The Board action approving the grant of an Incentive Stock Option to a U.S. Participant must specify that the Option is intended to be an Incentive Stock Option. If an Option is not specifically designated as an Incentive Stock Option, or if an Option is designated as an Incentive Stock Option but some portion or all of the Option fails to qualify as an Incentive Stock Option under the applicable rules, then the Option (or portion thereof) will be a Nonstatutory Stock Option. The Company shall have no liability to a U.S. Participant, or any other party, if an Option (or any part thereof) that is intended to be an Incentive Stock Option is not an Incentive Stock Option or for any action taken by the Board to amend, modify or terminate the Plan, this U.S. Sub-Plan or any Option, including without limitation, the conversion of an Incentive Stock Option to a Nonstatutory Stock Option.

11.18 Limits for 10% Stockholders. A person who owns (or is deemed to own pursuant to Section 424(d) of the Code) stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or any Subsidiary, will not be granted an Incentive Stock Option unless the exercise price of such Option is at least one hundred ten percent (110%) of the Fair Market Value on the Grant Date and the Option is not exercisable after the expiration of five (5) years from the Grant Date.

11.19 No Transfer. As provided by Section 422(b)(5) of the Code, and if permitted by the Plan, an Incentive Stock Option will not be transferable except by will or by the laws of descent and distribution, and will be exercisable during the lifetime of the U.S. Participant only by the U.S. Participant or the U.S. Participant's guardian or legal representative. If permitted by the TSX Venture Policies, and the Board elects to allow the transfer of an Option by a U.S. Participant that is designated as an Incentive Stock Option, such transferred Option will automatically become a Nonstatutory Stock Option.

11.20 U.S. \$100,000 Limit. As provided by Section 422(d) of the Code and applicable regulations thereunder, to the extent that the aggregate Fair Market Value (determined at the time of grant) of Common Shares with respect to which Incentive Stock Options are exercisable for the first time by any U.S. Participant during any calendar year (under all plans of the Company and any Subsidiary) exceeds US\$100,000 (or such other limit established in the Code) or otherwise does not comply with the rules governing Incentive Stock Options, the Options or portions thereof that exceed such limit (according to the order in which they were granted) or otherwise do not comply with such rules will be treated as Nonstatutory Stock Options, notwithstanding any contrary provision of the applicable Option.

11.21 Post-Termination Exercise Period. To obtain the U.S. federal income tax advantages associated with an Incentive Stock Option, the U.S. Internal Revenue Code requires that at all times

beginning on the Grant Date and ending on the day three (3) months before the date of exercise of the Option, the U.S. Participant must be an employee of the Company or a Subsidiary (except in the event of the U.S. Participant's death or Disability, in which case longer periods apply).

11.22 **Disqualifying Disposition.** If a U.S. Participant disposes of Common Shares acquired upon exercise of an Incentive Stock Option within two years from the Grant Date or one year after such Common Shares were acquired pursuant to exercise of such Option, the U.S. Participant shall notify the Company in writing of such disposition.

Tax Matters

11.23 **Tax Withholding Requirement.** In addition to the rights and powers set out under Section 5.4, prior to the delivery of any Common Shares pursuant to the exercise of an Option, the Company will have the power and the right to deduct or withhold, or require a U.S. Participant to remit to the Company, an amount sufficient to satisfy any U.S. federal, state, local, foreign or other taxes (including the U.S. Participant's Federal Insurance Contributions Act obligations) required to be withheld with respect to such Option.

Shareholder Approval

11.24 In addition to any shareholder approval requirements under the TSX Venture Policies, continuance of this U.S. Sub-Plan shall be subject to approval by the shareholders of the Company within twelve (12) months before or after the date this U.S. Sub-Plan is adopted by the Board. Any Common Shares purchased under this U.S. Sub-Plan before shareholder approval is obtained must be rescinded if shareholder approval is not obtained within twelve (12) months before or after the date this U.S. Sub-Plan is adopted by the Board.

Term, Amendment and Termination of the U.S. Sub-Plan

11.25 No Options may be granted under this U.S. Sub-Plan while either the Plan or this U.S. Sub-Plan is suspended or after the Plan or this U.S. Sub-Plan is terminated (but Options previously granted under this U.S. Sub-Plan may extend beyond that date).

11.26 If this U.S. Sub-Plan is terminated, the provisions of this U.S. Sub-Plan and any administrative guidelines, and other rules adopted by the Board and in force at the time of suspension or termination of this U.S. Sub-Plan, will continue to apply to any outstanding Options as long as an Option issued pursuant to this U.S. Sub-Plan remain outstanding.

11.27 No amendment, suspension or termination of this U.S. Sub-Plan may materially adversely affect any Options granted previously to any U.S. Participant without the consent of the U.S. Participant.

Amendment of Options

11.28 Subject to compliance with the TSX Venture Policies, the Board may amend, modify or terminate any outstanding Option granted to a U.S. Participant, including but not limited to, substituting therefor another Option of the same or different type, changing the date of exercise or realization, accelerating the vesting, and converting an Incentive Stock Option to a Nonstatutory Stock Option, provided that the U.S. Participant's consent to such action shall be required unless the Board determines

that the action, taking into account any related action, would not materially and adversely affect the U.S. Participant.

Invalid Provisions

11.29 In the event that any provision of this U.S. Sub-Plan is found to be invalid or otherwise unenforceable under any applicable law, such invalidity or unenforceability will not be construed as rendering any other provisions contained herein as invalid or unenforceable, and all such other provisions will be given full force and effect to the same extent as though the invalid or unenforceable provision was not contained herein. If at any time the Company determines that the delivery of Common Shares or the granting of an Option under the Plan is or may be unlawful under the laws of any applicable jurisdiction, or U.S. federal or state securities laws, the right to receive or exercise an Option or receive Common Shares purchased pursuant to exercising an Option shall be suspended until the Company determines that such delivery is lawful. The Company shall have no obligation to effect any registration or qualification of the Shares under U.S. federal or state securities laws.

Securities Law Matters

11.30 Options may not be issued to U.S. Participants under the Plan unless the issuance and delivery of these Options comply with (or are exempt from) all applicable requirements of law, including (without limitation) the U.S. Securities Act, the rules and regulations promulgated under it, state securities laws and regulations, and the regulations of any stock exchange or other securities market on which the Company's securities then may be traded. It is the intention of the Board that unless the Shares becomes publicly traded, the Plan and all Options issued to U.S. Participants thereunder comply and are administered in accordance with Rule 701 of the U.S. Securities Act.

Shares issued to U.S. Participants pursuant to any Options shall be certificated and affixed with an applicable restrictive legend as set forth below:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”), OR STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THESE SECURITIES, AGREES FOR THE BENEFIT OF THE ISSUER THAT THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE ISSUER, OR (B) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS”.

California Participants

11.31 A U.S. Participant located in California shall receive Nonstatutory Stock Options and Incentive Stock Options that comply also with the California Terms and Conditions attached hereto as **Appendix "A"**.

APPENDIX A

California Terms and Conditions

*Capitalized terms contained herein have the same meanings given to them in the Plan to which this **Appendix “A”** is attached.*

1. **Applicability of this Appendix “A”**. Securities of the Company (“**Securities**”) granted under the U.S. Sub-Plan that are granted to U.S. Participants resident in California (“**California Participants**”) shall be subject to the additional requirements of this **Appendix “A”**. In the event of any conflict or inconsistency between the provisions of this **Appendix “A”** and the Plan and/or the U.S. Sub Plan, the provisions of this **Appendix “A”** shall control.
2. **Securities Law Compliance**. A person shall not be eligible for the grant of a Security if, at the time of grant, either the offer or the sale of the Company’s securities to such person is not exempt under Rule 701 of the U.S. Securities Act because of the nature of the services that the person is providing to the Company and/or any Affiliate, or because such person is not a natural person, or as otherwise provided by Rule 701, unless the Company determines that such grant need not comply with the requirements of Rule 701 and will satisfy another exemption under the U.S. Securities Act, as well as comply with the securities laws of all other relevant jurisdictions.
3. **Termination of Employment**. In the event a California Participant’s employment or service with the Company or a Subsidiary terminates (other than upon the California Participant’s death or Disability), the California Participant shall have at least 30 days after termination of employment to exercise the California Participant’s Option (to the extent that the California Participant was entitled to exercise such Option as of the date of termination), or, if earlier, until the expiration of the term of the Option as set forth in the applicable agreement. If, after termination, the California Participant does not exercise the California Participant’s Option within the time specified in the applicable agreement, the Option shall terminate.
4. **Disability of Participant**. In the event that a California Participant’s employment or service with the Company or a Subsidiary terminates as a result of the California Participant’s Disability, the California Participant shall have at least six months to exercise the Participant’s Option (to the extent that the California Participant was entitled to exercise such Option as of the date of termination), or, if earlier, until the expiration of the term of the Option as set forth in the applicable agreement. If, after termination, the California Participant does not exercise the California Participant’s Option within the time specified herein, the Option shall terminate.
5. **Death of Participant**. In the event: (i) a California Participant’s employment or service with the Company or a Subsidiary terminates as a result of the California Participant’s death; or (ii) the California Participant dies within the post-termination exercise period (if any) specified in the Option after the termination of the California Participant’s employment for a reason other than death, then the Option shall be exercisable (to the extent the California Participant was entitled to exercise such Option as of the date of death) by the California Participant’s estate, by a person who acquired the right to exercise the Option by bequest or inheritance or by a person designated to exercise the Option upon the California Participant’s death for at least six (6) months following the date of death or, if earlier, until the expiration of the term of such Option as set forth in the

applicable agreement. If, after death, the Option is not exercised within the time specified herein, the Option shall terminate.

6. Expiration Date. Notwithstanding anything stated herein to the contrary, no Option shall be exercisable on or after the 10th anniversary of the Grant Date.
7. Adjustments. In the event of a stock split, reverse stock split, stock dividend, recapitalization, combination, reclassification or other distribution of the Common Shares without the receipt of consideration by the Company, the number of Common Shares covered by, and the exercise price of, each Option will, without further action of the Company, be proportionally adjusted to reflect such event, and the Company shall make such other adjustments as may be required by Section 25102(o) of the California Corporations Code.
8. Information. The Company shall furnish summary financial information (audited or unaudited) of the Company's financial condition and results of operations, consistent with the requirements of applicable laws, at least annually to each California Participant during the period such California Participant has one or more Options outstanding, and in the case of an individual who acquired Common Shares pursuant to the Plan, during the period such California Participant owns such Common Shares; provided, however, the Company shall not be required to provide such information if: (i) the issuance is limited to key persons whose duties in connection with the Company assure their access to equivalent information; or (ii) the Plan or any agreement complies with all conditions of Rule 701 of the U.S. Securities Act; provided that for purposes of determining such compliance, any registered domestic partner shall be considered a "family member" as that term is defined in Rule 701.
9. Shareholder Approval. In addition to any shareholder approval requirements under the TSX Venture Policies, shareholders representing a majority of the Company's outstanding securities entitled to vote must approve the Plan (including the U.S. Sub-Plan and this Appendix A) by the later of (a) 12 months after the date the Plan is adopted or (b) 12 months after the granting of any Option to a California Participant.
10. Section 25102(o). This **Appendix "A"** is intended to comply with Section 25102(o) of the California Corporations Code ("**Section 25102(o)**"). Any provision of the Plan or the U.S. Sub-Plan that is inconsistent with Section 25102(o), including without limitation any provision of the Plan or the U.S. Sub-Plan that is more restrictive than would be permitted by Section 25102(o), shall, without further act or amendment by the Company, be reformed to comply with the provisions of Section 25102(o).