NOTICE OF MEETING AND
MANAGEMENT INFORMATION CIRCULAR

ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS TO BE HELD ON DECEMBER 3, 2026

at 11:00 a.m. (Toronto time)

DATED: OCTOBER 21, 2026

TABLE OF CONTENTS

Page

INTERESTS OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON 11

VOTING SHARES AND PRINCIPAL HOLDERS THEREOF 11

VOTES NECESSARY TO PASS RESOLUTIONS 12

PARTICULARS OF MATTERS TO BE ACTED UPON 12

4A. Receipt of Financial Statements 12
4B. Number of Directors 12
4C. Election of Directors 13
4D. Appointment of Auditor 13
4E. Approval of the Corporation's Omnibus Plan 14
4F. Other Matters 14

DIRECTOR NOMINEES 14

STATEMENT OF EXECUTIVE AND DIRECTOR COMPENSATION 19

COMPENSATION OF DIRECTORS 32

AUDIT COMMITTEE DISCLOSURES 33

CORPORATE GOVERNANCE DISCLOSURE 35

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS 35

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS 36

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS 36

APPOINTMENT OF AUDITOR 37

MANAGEMENT CONTRACTS 37

ADDITIONAL INFORMATION 37

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

Take notice that the annual general and special meeting (the "**Meeting**") of holders of common shares ("**Shareholders**") of Parvis Invest Inc. (the "**Corporation**") will be held on December 3, 2026 at 11:00 a.m. (Toronto time). The Meeting will be conducted in a virtual-only format by teleconference and video call as provided in the details below. The virtual format will allow Shareholders to have an equal opportunity to participate at the Meeting regardless of their geographic location or particular circumstances. Shareholders will not be able to attend the Meeting in person.

The Meeting will have the following purposes:

1. **TO RECEIVE** the financial statements of the Corporation for the fiscal year ended March 31, 2026, together with the auditor's report thereon;

2. **TO SET AND CONSIDER** the number of directors of the Corporation for the ensuing year at seven (7) members, and empower the board of directors (the "**Board**") to determine the number of directors of the Corporation hereafter from time to time, by resolution of the Board;

3. **TO ELECT** seven (7) members to hold office until the close of the next annual meeting of Shareholders;

4. **TO APPOINT** MNP LLP as auditor of the Corporation for the ensuing year and to authorize the directors to fix its remuneration;

5. **TO CONSIDER** and, if appropriate, to pass, with or without variation, a resolution approving the Corporation's omnibus equity incentive plan (the "**Omnibus Plan**"), as more fully described in the accompanying management information circular dated October 21, 2026 (the "**Information Circular**"); and

6. **TO TRANSACT** such other business as may properly come before the Meeting.

The Information Circular which accompanies this Notice of Meeting contains the text of the proposed resolutions and further information relating to the above matters. Also accompanying this Notice is a form of proxy.

The Board has fixed the close of business on October 15, 2026 as the record date for the determination of Shareholders entitled to notice of and to vote at the Meeting.

Shareholders who are unable to attend the Meeting virtually and who wish to ensure that their shares will be voted at the Meeting are requested to complete, sign and date the enclosed Proxy, and deliver the Proxy by internet, facsimile, mail or hand delivery in accordance with the instructions set out therein and in the Information Circular accompanying this Notice.

The Corporation will provide to any Shareholder, upon request to TSX Trust Company ("**TSXT**"), the Corporation's transfer agent, a paper copy of the Information Circular and the audited financial statements of the Corporation for the fiscal year ended March 31,

2026 (the "**Financial Statements**") and management's discussion and analysis of the Corporation filed with the applicable securities regulatory authorities during the past year.

Virtual Meeting Details

In order to streamline the virtual meeting process, the Corporation encourages Shareholders to vote in advance of the Meeting using the voting instruction form ("VIF") or the form of proxy ("Proxy") mailed to them with the Meeting materials.

Registered Shareholders and duly appointed proxyholders will be able to attend and participate in the Meeting by teleconference or video call. Specifically, Registered Shareholders and duly appointed proxyholders who access the Meeting as outlined below will have the opportunity to (i) speak at the Meeting, and (ii) provided they have not already submitted their votes, participate in voting by ballot at the Meeting.

Non-registered Shareholders (being Shareholders who hold their common shares of the Corporation through a broker, investment dealer, bank, trust company, custodian, nominee or other intermediary) who have not duly appointed themselves as proxyholder will be able to attend the Meeting as guests. Guests will not be able to vote or ask questions at the Meeting.

THE BOARD AND MANAGEMENT REQUEST ALL SHAREHOLDERS VOTE BY PROXY AND ATTEND THE MEETING VIRTUALLY. THE CONFERENCE NUMBERS AND VIDEO CALL LINK ARE PROVIDED BELOW. NO ADVANCE REGISTRATION IS REQUIRED TO ATTEND THE MEETING.

Notice And Access

This year the Corporation has elected to use the notice-and-access model set out in National Instrument 51-102 – *Continuous Disclosure Obligations* and National Instrument 54-101 – *Communications with Beneficial Owners of Securities of a Reporting Issuer* (together, the "**Notice-and-Access Provisions**") for delivery of proxy materials relating to this Meeting. The Notice-and-Access Provisions allow the Corporation to reduce the volume of materials to be physically mailed to shareholders by posting this Notice of Meeting, the accompanying Information Circular and any additional annual meeting materials (together, the "**Proxy Materials**") online on the Corporation's website. Under the Notice-and-Access Provisions, instead of receiving paper copies of the Proxy Materials, registered Shareholders of the Corporation will receive the form of notice and access notification and the form of proxy or voting instruction form relevant for the Meeting. Shareholders may also choose to receive a printed copy of the Proxy Materials by following the procedures set out below. Copies of the Proxy Materials and the Financial Statements, together with the auditor's report thereon and the accompanying management's discussion and analysis, are posted on the Corporation's website at https://www.parvisinvest.com/resources/investor-relations and are filed on SEDAR+ under the Corporation's profile at www.sedarplus.ca. Any Shareholder who wishes may request paper copies of the Proxy Materials and the Financial Statements be mailed to them, at no cost, by contacting TSXT toll-free at 1-866-600-5869 or by email at tsxtis@tmx.com, or by contacting the Corporation: (i) by mail, at 410 West Georgia St.,

3rd Floor, Vancouver, British Columbia, V6B 1Z3, Canada, (ii) by telephone, at 1 (844) 487-4866, or (iii) by email, at compliance@parvisinvest.com. To allow adequate time to receive and review a paper copy of the Proxy Materials and then to submit your vote by the deadline, Shareholders requesting a paper copy of the Proxy Materials as described above should ensure such request is received by TSXT or the Corporation no later than November 24, 2026.

Registered Shareholders or Duly Appointed Proxyholders Access:

Registered Shareholders who are unable to attend the Meeting virtually are requested to complete, date and sign the enclosed proxy and send it in the enclosed envelope or otherwise to the Corporation's transfer agent, TSXT, in accordance with the instructions set forth in the Information Circular and in the enclosed Proxy. Electronic voting is also available prior to this Meeting through www.voteproxyonline.com and entering the 12-digit control number found on the Proxy. Votes cast electronically or by ballot are in all respects equivalent to, and will be treated in the exact same manner as, votes cast via a paper Proxy. Further details on the electronic voting process are provided in the Proxy. Non-registered Shareholders who receive these materials through their broker or other intermediary should complete and send the VIF in accordance with the instructions provided by their broker or intermediary. Non-registered Shareholders may also vote online prior to the Meeting at www.proxyvote.com by entering the 16-digit control number found on the VIF. To be effective, a proxy must be received by TSXT not less than 48 hours (excluding Saturdays, Sundays and holidays) prior to the time of the Meeting, or any adjournment thereof. Late proxies may be accepted by the Chairperson of the Meeting in their sole discretion, and the Chairperson is under no obligation to accept or reject any particular late proxy.

Date: December 3, 2026
Time: 11:00 a.m. (Toronto time)
Canada: 1-855-703-8985

US: 1-888-475-4499

International Video Call Link: https://meet.google.com/oat-jqwd-ecv

To Access the Virtual Meeting: Registered Shareholders, duly appointed proxyholders and guests may access the Meeting by dialing in using the numbers provided above or by using the video call link provided above.

Dated at Toronto, Ontario, October 21, 2026.

BY ORDER OF THE BOARD

(signed) "David Michaud"

David Michaud
Director and Chief Executive Officer

PARVIS INVEST INC.

MANAGEMENT INFORMATION CIRCULAR

(This information is given as at October 15, 2026, unless otherwise indicated)

GENERAL PROXY INFORMATION

Solicitation of Proxies

This management information circular (the "**Information Circular**") is furnished in connection with the solicitation of proxies by the management of Parvis Invest Inc. (the "**Corporation**") for use at the annual general and special meeting (the "**Meeting**") of holders ("**Shareholders**") of common shares ("**Common Shares**") in the capital of the Corporation, to be held on **December 3, 2026 at 11:00 a.m.** (Toronto time), and at any adjournments or postponements thereof, for the purposes set out in the attached notice of meeting (the "**Notice of Meeting**").

Only Shareholders of record at the close of business on October 15, 2026 (the "**Record Date**") are entitled to notice of, and to attend and vote at, the Meeting. Registered Shareholders (that is, a Shareholder who holds Common Shares directly in his, her or its own name and is entered on the register of Shareholders) ("**Registered Shareholders**") and duly appointed proxyholders can attend the Meeting online at the link provided below, where they can participate, vote, or submit questions during the Meeting's live audio webcast provided they comply with the requirements set out in this Information Circular. Non-registered Shareholders (as defined below) who have not duly appointed themselves as proxyholder will be able to attend the Meeting as guests. Guests will not be able to vote or ask questions at the Meeting.

Virtual Meeting Details

In order to streamline the virtual meeting process, the Corporation encourages Shareholders to vote in advance of the Meeting using the voting instruction form ("VIF") or the form of proxy ("Proxy") mailed to them with the Meeting materials.

Registered Shareholders and duly appointed proxyholders will be able to attend and participate in the Meeting by teleconference or video call. Specifically, Registered Shareholders and duly appointed proxyholders who access the Meeting as outlined below will have the opportunity to (i) speak at the Meeting, and (ii) provided they have not already submitted their votes, participate in voting by ballot at the Meeting.

Non-registered Shareholders (being Shareholders who hold their common shares of the Corporation through a broker, investment dealer, bank, trust company, custodian, nominee or other intermediary) who have not duly appointed themselves as proxyholder will be able to attend the Meeting as guests. Guests will not be able to vote or ask questions at the Meeting.

THE BOARD AND MANAGEMENT REQUEST ALL SHAREHOLDERS VOTE BY PROXY AND ATTEND THE MEETING VIRTUALLY. THE CONFERENCE NUMBERS

AND VIDEO CALL LINK ARE PROVIDED BELOW. NO ADVANCE REGISTRATION IS REQUIRED TO ATTEND THE MEETING.

Notice And Access

This year the Corporation has elected to use the notice-and-access model set out in National Instrument 51-102 – *Continuous Disclosure Obligations* and National Instrument 54-101 – *Communications with Beneficial Owners of Securities of a Reporting Issuer* (together, the "**Notice-and-Access Provisions**") for delivery of proxy materials relating to this Meeting. The Notice-and-Access Provisions allow the Corporation to reduce the volume of materials to be physically mailed to shareholders by posting this Notice of Meeting, the accompanying Information Circular and any additional annual meeting materials (together, the "**Proxy Materials**") online on the Corporation's website. Under the Notice-and-Access Provisions, instead of receiving paper copies of the Proxy Materials, registered Shareholders of the Corporation will receive the form of notice and access notification and the form of proxy or voting instruction form relevant for the Meeting. Shareholders may also choose to receive a printed copy of the Proxy Materials by following the procedures set out below. Copies of the Proxy Materials and the Corporation's audited financial statements for the year ended March 31, 2026 (the "**Financial Statements**"), together with the auditor's report thereon and the accompanying management's discussion and analysis, are posted on the Corporation's website at https://www.parvisinvest.com/resources/investor-relations and are filed on SEDAR+ under the Corporation's profile at www.sedarplus.ca. Any Shareholder who wishes may request paper copies of the Proxy Materials and the Financial Statements be mailed to them, at no cost, by contacting the Corporation: (i) by mail, at 410 West Georgia St., 3rd Floor, Vancouver, British Columbia, V6B 1Z3, Canada, (ii) by telephone, at 1 (844) 487-4866, or (iii) by email, at compliance@parvisinvest.com.

To allow adequate time for a Shareholder to receive and review a paper copy of this Information Circular and then to submit their vote by the deadline, a Shareholder requesting a paper copy of this Information Circular as described above, should ensure such request is received by the Corporation no later than November 24, 2026. Under the Notice-and-Access Provisions, Proxy Materials must be available for viewing from the date of posting and for one year following the Meeting. Shareholders may request a paper copy of this Information Circular from the Corporation at any time during this period. The Corporation will not use a procedure known as "stratification" under the Notice-and-Access Provisions. Stratification occurs when the Corporation, while using Notice-and-Access Provisions, also provides a paper copy of this Information Circular to some of its Shareholders with the notice package. In relation to the Meeting, all Shareholders will receive only the notice package, which must be mailed to them pursuant to Notice-and-Access Provisions, and which will not include a paper copy of this Information Circular.

Registered Shareholders or Duly Appointed Proxyholders Access:

Registered Shareholders who are unable to attend the Meeting virtually are requested to complete, date and sign the enclosed proxy and send it in the enclosed envelope or otherwise to the Corporation's transfer agent, TSXT, in accordance with the instructions set forth in the Information Circular and in the enclosed Proxy. Electronic voting is also

available prior to this Meeting through www.voteproxyonline.com and entering the 12-digit control number found on the Proxy. Votes cast electronically or by ballot are in all respects equivalent to, and will be treated in the exact same manner as, votes cast via a paper Proxy. Further details on the electronic voting process are provided in the Proxy. Non-registered Shareholders who receive these materials through their broker or other intermediary should complete and send the VIF in accordance with the instructions provided by their broker or intermediary. Non-registered Shareholders may also vote online prior to the Meeting at www.proxyvote.com by entering the 16-digit control number found on the VIF. To be effective, a proxy must be received by TSXT not less than 48 hours (excluding Saturdays, Sundays and holidays) prior to the time of the Meeting, or any adjournment thereof. Late proxies may be accepted by the Chairperson of the Meeting in their sole discretion, and the Chairperson is under no obligation to accept or reject any particular late proxy.

Date: December 3, 2026

Time: 11:00 a.m. (Toronto time)

Canada: 1-855-703-8985

US: 1-888-475-4499

International Video Call Link: https://meet.google.com/oat-jqwd-ecv

To Access the Virtual Meeting: Registered Shareholders, duly appointed proxyholders and guests may access the Meeting by dialing in using the numbers provided above or by using the video call link provided above.

How to Vote or Ask Questions at the Meeting

If you attend the Meeting by phone, it is important that you are connected to the phone line at all times during the Meeting in order to vote when balloting commences. It is your responsibility to ensure connectivity for the duration of the Meeting. You should join the Meeting at least 10 minutes prior to the start. Any Shareholder who has previously voted their shares will not be able to re-vote at the Meeting.

	Registered Shareholders	Duly Appointed Proxyholders (including Non-Registered Shareholders who appoint themselves)
Step 1	Obtain your control number(s) from the Proxy received in the mail or by email.	**Appoint the Proxyholder:** Non-registered Shareholders are not entitled, as such, to vote at the Meeting or to deliver a form of proxy. A Non-registered Shareholder who wishes to appoint himself/herself as proxyholder to vote at the Meeting, or to appoint someone else to attend the Meeting and vote on his/her behalf, should insert the appointee's name in the space provided on the VIF, or follow the other instructions on the VIF, and contact his/her intermediary or broker well in advance of the Meeting to confirm how to do so.
Step 2	On the day of the Meeting, join using the dial-in numbers or video call link provided above at least 10 minutes before the start of the Meeting, and be prepared to provide your name and control number to the scrutineer if requested.	Receive confirmation from your broker or intermediary that your proxy appointment is confirmed and follow any additional instructions. This must be done by no later than 11:00 a.m. (Toronto time) on December 1, 2026 (the "**voting deadline**"). (Please leave ample time to receive in the mail and follow the provided instructions to ensure the appointment is complete).
Step 3		On the day of the Meeting, the proxyholder should join using the dial-in numbers or video call link provided above at least 10 minutes before the start of the Meeting, and be prepared to provide their name to the scrutineer if requested .

Non-registered Shareholders who have not duly appointed themselves as proxyholder will not be able to vote at the Meeting but will be able to attend as guests. This is because the Corporation and our transfer agent do not have a record of the non-registered Shareholders of the Corporation and, as a result, will have no knowledge of your shareholdings or entitlement to vote unless you appoint yourself as proxyholder.

Persons or Companies Making the Solicitation

The enclosed Proxy is solicited by management. Solicitations will be made by mail and possibly supplemented by telephone or other personal contact to be made without special compensation by regular officers and employees of the Corporation. The Corporation may reimburse Shareholders' nominees or agents (including brokers holding shares on behalf of clients) for the cost incurred in obtaining authorization from their principals to

execute the Proxy. No solicitation will be made by specifically engaged employees or soliciting agents. The cost of solicitation will be borne by the Corporation. None of the directors of the Corporation have advised management in writing that they intend to oppose any action intended to be taken by management as set forth in this Information Circular.

Appointment and Revocation of Proxies

The persons named in the accompanying Proxy are directors or officers of the Corporation and have been designated by management (the "**Management Designees**"). **A Shareholder has the right to appoint a person or company to attend and represent the Shareholder at the Meeting other than the persons named in the enclosed Proxy.** To exercise this right, a Shareholder must insert the name of the nominee in the blank space provided in the appointment of proxyholder section. An appointed proxyholder need not be a Registered Shareholder.

In order to be voted, the completed Proxy must be dated and signed and must be deposited at the office of the Corporation's transfer agent, c/o TSX Trust Company, by fax within North America at 1-416-595-9593 or by mail or hand delivery to either TSX Trust Company, 100 Adelaide Street West, Suite 301, Toronto, Ontario M5H 4H1, (Attn: Proxy Department), at least 48 hours before the time of the Meeting or any adjournment thereof, excluding Saturdays, Sundays and holidays.

In addition to revocation in any other manner permitted by law, a Shareholder may revoke a proxy by: (a) signing a proxy bearing a later date and depositing it at the place and within the time aforesaid, (b) signing and dating a written notice of revocation (in the same manner as the Proxy is required to be executed as set out in the notes to the Proxy) and either depositing it at the place and within the time aforesaid or with the Chairperson of the Meeting on the day of the Meeting or on the day of any adjournment thereof, or (c) attending the Meeting virtually and identifying themselves to the scrutineer as a Shareholder, whereupon such proxy shall be deemed to have been revoked. However, only Registered Shareholders have the right to revoke a proxy. Non-registered Shareholders who wish to change their vote must, at least 7 days before the Meeting, arrange for their nominees to revoke the proxy on their behalf.

Voting of Shares and Exercise of Discretion of Proxies

On any poll, the persons named in the enclosed Proxy will vote the Common Shares in respect of which they are appointed and, where directions are given by the Shareholder in respect of voting for or against any resolution, will do so in accordance with such direction.

The Common Shares represented by the proxy will be voted or withheld from voting in accordance with the instructions of the Shareholder on any ballot that may be called for and if the Shareholder specifies a choice with respect to any matter to be acted upon at the Meeting, the securities will be voted accordingly.

In the absence of any direction in the Proxy, it is intended that such shares will be voted **IN FAVOUR** of the resolutions placed before the Meeting by management and **FOR** the election of the management nominees for directors and auditor, as stated under the headings in this Information Circular. The Proxy enclosed, when properly completed and deposited, confers discretionary authority with respect to amendments or variations to the matters identified in the Notice of Meeting and with respect to any other matters which may be properly brought before the Meeting. At the time of printing of this Information Circular, management of the Corporation is not aware that any such amendments, variations or other matters are to be presented for action at the Meeting. However, if any such amendments, variations or other matters should properly come before the Meeting, the proxies hereby solicited will be voted thereon in accordance with the best judgment of the nominee.

Non-registered Shareholders

Only Registered Shareholders or duly appointed proxyholders are permitted to vote at the Meeting. Most Shareholders of the Corporation are "non-registered" Shareholders because the Common Shares they own are not registered in their names but are instead registered in the name of the brokerage firm, bank or trust company through which they purchased the shares. More particularly, a person is not a Registered Shareholder in respect of shares which are held on behalf of that person but which are registered either:

(a) in the name of an intermediary (an "**Intermediary**") that the Non-registered Shareholder deals with in respect of the shares (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans); or

(b) in the name of a clearing agency (such as The Canadian Depository for Securities Limited) of which the Intermediary is a participant (a "**Non-registered Shareholder**").

Non-registered Shareholders who have not objected to their Intermediary disclosing certain ownership information about themselves to the Corporation are referred to as "**NOBOs**". Those Non-registered Shareholders who have objected to their Intermediary disclosing ownership information about themselves to the Corporation are referred to as "**OBOs**".

Non-registered Shareholders are not entitled, as such, to vote at the Meeting or to deliver a form of proxy. However, a Non-registered Shareholder who wishes to attend and vote at the Meeting virtually (or to have another person attend and vote virtually on his/her behalf) may do so by appointing himself/herself (or such other person) as proxyholder by inserting the appointee's name in the space provided on the VIF and following the steps for duly appointed proxyholders set out in the table under "*Virtual Meeting Details*" in this Information Circular. Non-registered Shareholders who do not duly appoint themselves

as proxyholder may attend the Meeting only as guests and will not be able to vote or ask questions at the Meeting.

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 British Columbia, 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 Corporation 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 Corporation is governed by the *Business Corporations Act* (British Columbia), 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.

Meeting Materials

Registered Shareholders will receive either a Proxy or a VIF and Non-registered Shareholders will receive a VIF and the Notice & Access notice which includes the request for financial statements (collectively, the "**Meeting Materials**"). In accordance with the requirements of National Instrument 54-101 – *Communications with Beneficial Owners of Securities of a Reporting Issuer* ("**NI 54-101**") and the Notice-and-Access Provisions, the Corporation will send the Meeting Materials directly to the Registered Shareholders, and indirectly through Intermediaries to the NOBOs and OBOs. A paper copy of the Notice of Meeting and this Information Circular will be sent to any Shareholder who requests one as described under "*Notice And Access*".

The Intermediaries (or their service companies) are responsible for forwarding the Meeting Materials to each OBO, unless the OBO has waived the right to receive them. Management of the Corporation does not intend to pay for Intermediaries to forward to OBOs under NI 54-101 the proxy-related materials and Form 54-101F7 – *Request for Voting Instructions Made by Intermediary*, and in the case of an OBO, the OBO will not receive the materials unless the OBO's Intermediary assumes the cost of delivery.

Meeting Materials sent to Non-registered Shareholders who have not waived the right to receive Meeting Materials are accompanied by a request for a VIF. This form is instead of a proxy. By returning the VIF in accordance with the instructions noted on it, a Non-

registered Shareholder is able to instruct the Registered Shareholder how to vote on behalf of the Non-registered Shareholder. VIFs, whether provided by the Corporation or by an Intermediary, should be completed and returned in accordance with the specific instructions noted on the VIF.

In either case, the purpose of this procedure is to permit Non-registered Shareholders to direct the voting of the Common Shares which they beneficially own. Should a Non-registered Shareholder who receives a VIF wish to attend the Meeting or have someone else attend on his/her behalf, the Non-registered Shareholder may request a legal proxy as set forth in the VIF, which will grant the Non-registered Shareholder or their nominee the right to attend and vote at the Meeting. **Non-registered Shareholders should carefully follow the instructions set out in the VIF including those regarding when and where the VIF is to be delivered.**

INTERESTS OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

No person who has been a director or executive officer of the Corporation at any time since the beginning of its last completed fiscal year, proposed nominee for election as a director of the Corporation or any associate or affiliate of any such director, executive officer or proposed nominee, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting other than the election of directors or the appointment of auditors, except as disclosed in this Information Circular. Directors and executive officers of the Corporation are eligible to receive Awards (as defined below) under the Corporation's omnibus equity incentive plan (the "**Omnibus Plan**") and, accordingly, have an interest in the resolution approving the Omnibus Plan.

VOTING SHARES AND PRINCIPAL HOLDERS THEREOF

The Corporation is authorized to issue an unlimited number of Common Shares without par value. As of the close of business on the Record Date, the Corporation has 41,273,520 Common Shares issued and outstanding. Each Common Share entitles the holder thereof to one vote.

Only Shareholders of record at the close of business on the Record Date, who either virtually attend the Meeting or who have properly completed and delivered a Proxy or VIF in the manner and subject to the provisions described above, will be entitled to vote or to have their Common Shares voted at the Meeting.

To the knowledge of the directors and executive officers of the Corporation, there is no person or company who beneficially owns, directly or indirectly, or exercises control or direction over, voting securities carrying 10% or more of the voting rights attached to any class of voting securities in the capital of the Corporation, other than:

Name	**Number of Common Shares Owned or Controlled**	**Percentage of Outstanding Common Shares[(1)]**
David Michaud	4,408,803 [(2)]	10.68 %

Noah Murad	4,641,821[3]	11.25%
Drew Green	4,675,742	11.3%

Notes:
(1) Based on 41,273,520 Common Shares issued and outstanding as of the Record Date.
(2) Held individually and through Northcliffe Investments Inc., an entity beneficially owned and controlled by Mr. Michaud.
(3) Held individually and through Bluestar Flagship Fund GP Inc. and Bluestar Equity Inc. an entity beneficially owned and controlled by Mr. Murad.

VOTES NECESSARY TO PASS RESOLUTIONS

Under the Corporation's current Articles, the quorum for the transaction of business at the meeting of Shareholders is one person present or represented by proxy. A simple majority of the votes cast by those Shareholders who are present and vote either virtually or by proxy at the Meeting is required in order to pass an ordinary resolution and two thirds (66.67%) of the votes cast by those Shareholders who are present and vote either virtually or by proxy at the Meeting is required in order to pass a special resolution.

PARTICULARS OF MATTERS TO BE ACTED UPON

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

4A. Receipt of Financial Statements

The financial statements of the Corporation for the fiscal year ended March 31, 2026, together with the auditor's report thereon, will be presented to Shareholders at the Meeting. The financial statements, together with the auditor's report thereon dated July 29, 2026 and the related management's discussion and analysis, have been filed on SEDAR+ at www.sedarplus.ca and will be mailed to Shareholders who request a copy.

4B. Number of Directors

The Board presently consists of eight (8) directors and it is proposed by way of an ordinary resolution that seven (7) directors be elected at the Meeting (the "**Board Composition Resolution**"). The term of office of each of the current directors expires at the Meeting and seven (7) directors are seeking re-election. Blair McCreadie will not be standing for re-election at the Meeting. The form of the resolution set out in Appendix B is subject to such amendments as management may propose at the Meeting, but which do not materially affect the substance of the resolution.

In order to be adopted, the Board Composition Resolution must be passed by a simple majority of the votes cast by those Shareholders who are present virtually or represented by proxy at the Meeting.

Voting Recommendation. The Management Designees named in the accompanying Proxy or VIF intend to vote FOR the Board Composition Resolution, unless a Shareholder directs in the Proxy or VIF that his, her or its Common Shares are to be voted otherwise, his, her or its Common Shares are to be voted in favour of such matter.

4C. Election of Directors

The following persons will be presented for election at the Meeting as management's nominees: Drew Green, David Michaud, Jas Bagry, Tirta Liu, Kyle Pulis, Noah Murad and Jeff McCann. For full information about each of the nominees, including a summary of their experience, see "*Director Nominees*".

Management does not contemplate that any of these nominees will be unable to serve as a director. If, for any reason, at the time of the Meeting any of the nominees are unable to serve as a director, the persons named in the accompanying Proxy or VIF reserve the right to vote for another nominee in their discretion unless a Shareholder has directed that their Common Shares are to be withheld from voting in the election of directors.

The directors of the Corporation are elected at each annual general meeting. Each director elected will hold office until the next annual general meeting or until their successor is duly elected or appointed, unless their office is earlier vacated in accordance with the constating documents of the Corporation or they become disqualified to act as a director. The form of the resolution set out in Appendix C (the "**Election of Directors Resolution**") is subject to such amendments as management may propose at the Meeting, but which do not materially affect the substance of the resolution.

In order to be adopted, the Election of Directors Resolution must be passed by a simple majority of the votes cast by those Shareholders who are present virtually or represented by proxy at the Meeting.

Voting Recommendation. The Management Designees named in the accompanying Proxy or VIF intend to vote FOR the Election of Directors Resolution, unless a Shareholder directs in the Proxy or VIF that his, her or its Common Shares are to be voted otherwise, his, her or its Common Shares are to be voted in favour of such matter.

4D. Appointment of Auditor

At the Meeting, it is proposed that MNP LLP ("**MNP**") be re-appointed as auditor of the Corporation to hold office until the next annual general meeting of Shareholders and that the Board be authorized to fix its remuneration. MNP has served as auditor of the Corporation since January 18, 2021. The form of the resolution set out in Appendix D (the "**Auditors Resolution**") is subject to such amendments as management may propose at the Meeting, but which do not materially affect the substance of the resolution.

In order to be adopted, the Auditors Resolution must be passed by a simple majority of the votes cast by those Shareholders who are present virtually or represented by proxy at the Meeting.

Voting Recommendation. **The Management Designees named in the accompanying Proxy or VIF intend to vote FOR the Auditors Resolution, unless a Shareholder directs in the Proxy or VIF that his, her or its Common Shares are to be voted otherwise, his, her or its Common Shares are to be voted in favour of such matter.**

4E. Approval of the Corporation's Omnibus Plan

The Corporation has adopted the Omnibus Plan as its equity incentive plan. The Omnibus Plan was last approved by the Shareholders on October 10, 2025. The Omnibus Plan was established to provide incentives to employees, officers, directors and consultants who provide services to the Corporation.

Pursuant to the policies of the TSX Venture Exchange (the "**TSXV**"), the Omnibus Plan must be approved by the Shareholders at the time it is implemented and yearly thereafter. In the event the Corporation fails to obtain Shareholder re-approval for the Omnibus Plan at the Meeting, then commencing on the earlier of: (i) the date of the Meeting, or (ii) the date which is 15 months from the date of the last Shareholder meeting at which Shareholders approved the Omnibus Plan, the Corporation cannot grant or issue any further Awards (as defined below) under the Omnibus Plan until it has obtained the requisite Shareholder approval for the Omnibus Plan.

In order to be adopted, the Omnibus Plan Resolution must be passed by a simple majority of the votes cast by those Shareholders who are present virtually or represented by proxy at the Meeting. A copy of the Omnibus Plan is attached as Appendix "A" to this Information Circular.

Voting Recommendation. **The Management Designees named in the accompanying Proxy or VIF intend to vote FOR the Omnibus Plan Resolution, unless a Shareholder directs in the Proxy or VIF that his, her or its Common Shares are to be voted otherwise, his, her or its Common Shares are to be voted in favour of such matter.**

4F. Other Matters

The Corporation will consider and transact such other business as may properly come before the Meeting or any adjournment thereof. Management of the Corporation knows of no other matters to come before the Meeting other than those referred to in the Notice of Meeting. Should any other matters properly come before the Meeting, the shares represented by the proxy solicited hereby will be voted on such matter in accordance with the best judgment of the persons voting by proxy.

DIRECTOR NOMINEES

The following table sets out the names of the persons to be nominated for election as directors, the positions and offices which they presently hold with the Corporation, their respective principal occupations and the number of shares of the Corporation which each beneficially owns, directly or indirectly, or over which control or direction is exercised, as

of the Record Date. Information concerning such persons, as furnished by individual nominees, is as follows:

Name, city and country of residence	Director Since	Principal Occupations for the Previous Five Years	Number of Common Shares beneficially owned, directly or indirectly, or controlled[2]
Drew Green British Columbia, Canada[1]	January 18, 2021	See below under the heading "Biographies of Director Nominees"	4,675,742 [3] (11.3 %)
David Michaud Quebec, Canada	March 3, 2023	See below under the heading "Biographies of Director Nominees"	4,408,803 [4] (10.68 %)
Jas Bagry [1] British Columbia, Canada	March 3, 2023	See below under the heading "Biographies of Director Nominees"	Nil
Tirta Liu British Columbia, Canada	March 3, 2023	See below under the heading "Biographies of Director Nominees"	1,353,083 (3.3%)
Kyle Pulis Ontario, Canada	June 5, 2025	See below under the heading "Biographies of Director Nominees"	2,650,000 (6.4 %)
Noah Murad[1] Ontario, Canada [Province], Canada	July 21, 2025	See below under the heading "Biographies of Director Nominees"	4,641,821(5) (11.25%)
Jeff McCann Ontario, Canada	April 4 2023	See below under the heading "Biographies of Director Nominees"	Nil

Notes:
(1) Member of the Audit Committee
(2) Based upon information furnished to the Corporation by individual directors and expressed as to the number of Common Shares. Unless otherwise indicated, such Common Shares are held directly. Percentage of Common Shares are calculated based on 41,273,520 Common Shares issued and outstanding as of the Record Date.
(3) Held individually and through Drewgreen.ca Inc., an entity beneficially owned and controlled by Mr. Green.
(4) Held individually and through Northcliffe Investments Inc., an entity beneficially owned and controlled by Mr. Michaud.
(5) Held individually and through Bluestar Flagship Fund GP Inc. and Bluestar Equity Inc., entities beneficially owned and controlled by Mr. Murad.

Biographies of Director Nominees

Drew Green – Chairman and Director

Drew Green is an award-winning Chief Executive Officer, and entrepreneur. Green is the President and CEO of INDOCHINO, where he has led the company to secure over $100M in strategic capital commitments and forge alliances with notable investors, celebrities,

and sports teams. With a career marked by innovation and success, Green has received prestigious accolades including the Lifetime Innovation in Retail award, Retailer of the Year award, and Entrepreneur of the Year recognition.

Prior to INDOCHINO, Green founded and was Chief Executive Officer of Canada's first multi-merchant marketplace, which is now owned by EMERGE COMMERCE. Throughout his career, Green has held leadership roles at FloNetwork, DoubleClick, and SHOP.COM, amongst others. Drew has founded and/or become chairman of dozens of companies, including five that are currently public on the TSXV or NYSE, where he serves as Chairman. Green also serves as a board member at York University, his alma mater, and awards yearly scholarships for York and UBC students through awards set-up in his name.

David Michaud – Chief Executive Officer and Director

Mr. Michaud has over 20 years of experience as an entrepreneur and lawyer. As a finance and corporate lawyer, he represented businesses and financial institutions on a wide range of investment activities and operations including mergers and acquisitions, secured transactions, trusts and private wealth matters. Having honed his expertise working with various financial regulators in Canada, US and abroad, Mr. Michaud has completed various domestic and cross-border corporate acquisitions while structuring financial transactions and investments up to $20 billion in value. Prior to founding Parvis, David served as the Legal Director of Fiera Capital Corporation (TSX: FSZ) since 2016, where he provided strategic counsel on legal and business development opportunities. From 2011 to 2015, David served as Senior Legal Counsel for the National Bank of Canada (TSX: NA), where he provided legal services to senior management on mergers and acquisitions and corporate legal matters, and from 2008 to 2011, he served as Legal Counsel for Central 1 Credit Union, where he provided legal services on mergers and acquisitions, structuring of credit facilities, finance and derivatives transactions, and other banking transactions. Mr. Michaud also founded Henry Investments, a real estate development company along with his two brothers, where he has led the company to secure over $120M in capital deployment. Mr. Michaud holds a Bachelor of Arts degree in Economics and Politics from the University of Moncton, a Juris Doctor from the University of Ottawa, and a Master of Law degree from the University of London.

Jas Bagry – Director

Mr. Bagry is a seasoned finance professional, entrepreneur, and CFA Charterholder with over 20 years of experience in fund management, real estate investments, and financial advisory services. Prior to founding Parvis, Mr. Bagry founded InnoVenture Financial Inc. in 2013, a firm that provides CFO advisory services to seed and Series A stage businesses. Mr. Bagry has invested in and sits on the boards of several businesses including a real estate asset manager with over $15 million of net assets and several properties in development planning. Previously, Mr. Bagry was Vice President of New Market Funds, a multi-fund manager with $65 million in assets under management. Mr. Bagry was also a venture capitalist in New York City and an early-stage advisor to technology companies. He served as Chief Financial Officer and Corporate Secretary of the Corporation until January 2025. Mr. Bagry holds a Master of Business Administration

degree from Columbia Business School and a Bachelor of Commerce degree from the University of British Columbia.

Tirta Liu – Director

Mr. Liu has over two decades of real estate developer/operator expertise with a portfolio of assets exceeding a half billion dollars throughout Canada and the United States. Along with capital investments in ventures from biopharmaceutical and education sectors, his diversified business holdings span several other companies including owner and director of Bank Communications Inc, a management firm focused on leasing & financial services, director at VCBC Leasing, where the company focuses on diversified leasing and mortgage lending in real estate and equipment, and strategic investor and director of CheckSammy Technologies, where more than 5000 operators provide multi-sector sustainability services in recycling and waste management throughout North America. Mr. Liu was also formerly with China Trust Bank of Taiwan, where he focused on mortgage lending. Mr. Liu holds a Bachelor of Arts from the University of British Columbia.

Kyle Pulis – Director

Mr. Pulis has over 15 years of experience deploying over $2B in direct real estate transactions and leading two successful growth funds, Mr. Pulis brings the robust knowledge and experience needed to realize his vision in growing the company and its sophisticated investment products. Always on the pulse of current market trends and dynamics, he guides the acquisition strategy in identifying unique underperforming multi-family assets, creating a pipeline, and executing Lankin Investments' value-enhancement strategy. Mr. Pulis' property and project management exposure over the years ties it all together for the partnership by identifying opportunities and efficiencies at the property level that increase asset performance and their inherent valuations. He holds an Honours Business Degree from Wilfrid Laurier University and served as a member of the Executive Board of the Brampton Downtown Development Corporation. He is also a former member of the Advisory of REIN (Real Estate Investor Network). Mr. Pulis currently serves on the board of various non-for-profit charitable organizations, and proudly gives back to the community around him.

Noah Murad – Director

Mr. Murad began his career in investment banking and corporate finance in 2008. In 2012, Mr. Murad co-founded Bluestar with his father, Roy Murad in order to further expand the family's equity investment and asset portfolio. Over the past 13 years, under Mr. Murad's leadership, the firm has made over 70 acquisitions in industries such as real estate, financial services, software, construction, and professional services. The firm has achieved an average non-levered IRR of over 30% per annum. Exit proceeds of the investments have exceeded $200M and included sales to private equity institutions, going public transactions, sales to strategic buyers, and other complex, special situations. The portfolio of companies have been covered in MaClean's Magazine, Financial Post and the Globe and Mail, including top growth company and financial innovation recognition.

Mr. Murad holds an MBA from Athabasca University and a BA from the University of Western Ontario.

Jeff McCann – Director

Mr. McCann is an award-winning insurance professional and Chief Executive Officer. Mr. McCann founded APOLLO, one of Canada's fastest growing insurance technology companies. Over the past three years APOLLO has created, launched, and expanded over 2000 digital insurance products supported by a broad cohort of international insurance providers. He has successfully raised over $40 million in investment capital including from Liberty Mutual Group, Trisura Group (TSX: TSU), and Definity Financial (TSX: DFY). Mr. McCann has been noted for his accomplishments throughout his career including top 10 under 40, Insurance Canada Young Gun, as well as CEO of the Year excellence winner. APOLLO was named 2019 and 2021 Digital Innovator of the Year by Insurance Canada, 2019 and 2022 Top Insurance Workplaces, and was a finalist in the 17th annual Small Business BC Awards Innovation category. Mr. McCann serves on the Board of Directors of the Arthritis Society of Canada and graduated from the Beedie School of Business at Simon Fraser University.

Cease Trade Orders, Bankruptcies, Penalties or Sanctions

Except as described below, to the knowledge of the Corporation, no proposed director of the Corporation (nor any personal holding company of any of such persons) is, as at the date of this Information Circular, or has been within 10 years before the date of this Information Circular, a director, chief executive officer or chief financial officer of any company (including the Corporation) that was subject to a cease trade order (including a management cease trade order), an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, in each case that was in effect for a period of more than 30 consecutive days (an "**Order**"), that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer, or that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in that capacity.

On May 6, 2022, while Mr. Green was a director and chairman of American Aires Inc., the Ontario Securities Commission issued a cease trade order against American Aires Inc. (CSE: WIFI) for failure to file its audited financial statements, management's discussion and analysis and related certifications for the year ended December 31, 2021. The Ontario Securities Commission revoked the cease trade order on March 10, 2023.

To the knowledge of the Corporation, no proposed director (nor any personal holding company of any of such persons) is, as at the date of this Information Circular, or has been within 10 years before the date of this Information Circular, a director or executive officer of any company (including the Corporation) 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.

To the knowledge of the Corporation, no proposed director (nor any personal holding company of any of such persons) has, within the 10 years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

To the knowledge of the Corporation, no proposed director (nor any personal holding company of any of such persons) has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority, or has been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

STATEMENT OF EXECUTIVE AND DIRECTOR COMPENSATION

The following description of the executive and director compensation of the Corporation is provided pursuant to Form 51-102F6V - *Statement of Executive Compensation – Venture Issuers* ("**Form 51-102F6V**").

Named Executive Officers

Set out below are particulars of compensation paid to the following persons (the "**NEOs**") of the Corporation for the fiscal year ended March 31, 2026:

- each individual who, in respect of the Corporation, during any part of the most recently completed fiscal year, served as chief executive officer, including an individual performing functions similar to a chief executive officer ("**CEO**");

- each individual who, in respect of the Corporation, during any part of the most recently completed fiscal year, served as chief financial officer, including an individual performing functions similar to a chief financial officer ("**CFO**");

- in respect of the Corporation and its subsidiaries, the most highly compensated executive officer other than the CEO and CFO at the end of the most recently completed fiscal year whose total compensation was more than C$150,000, as determined in accordance with applicable securities rules, for that fiscal year; and

- each individual who would be a NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the Corporation, nor acting in a similar capacity, at the end of that fiscal year.

For the fiscal year ended March 31, 2026, the Corporation had four (4) NEOs: David Michaud, CEO, Thomas Chan, former interim CFO, Richard Robins, CFO, and Jessica Chisomaga Eruchalu, Chief Legal Officer and Chief Compliance Officer. Mr. Chan resigned as interim CFO of the Corporation in September 2025. Mr. Robins was appointed CFO of the Corporation in October 2025.

Compensation Discussion and Analysis

The Corporation adopted the Omnibus Plan to align management compensation with the interests of the Shareholders. The Shareholders approved the Omnibus Plan on October 10, 2025.

The objective of the Corporation's executive compensation strategy is to provide compensation that reflects:

- fair and competitive compensation commensurate with an individual's performance, experience and expertise in order to attract and retain highly qualified executives;
- recognition and encouragement of leadership, entrepreneurial spirit and team work;
- the Corporation's values;
- an alignment of the financial interests of the executives with the financial interests of the Shareholders;
- short-term and long-term incentives to reward individual performance and contribution to the achievement of corporate performance and objectives; and
- contribution to the enhancement of Shareholder value.

The Corporation seeks to maintain a reasonable balance between offering a competitive base salary and an attractive security-based compensation package but does not apply a precise formula in determining the appropriate mix. Other considerations affecting the amount and makeup of management compensation include the Corporation's financial resources, its stage of development and plans for future growth and the time commitment of each individual officer to the Corporation's affairs (full time versus part time).

Ultimately, it is the responsibility of the Board to fix and evaluate the appropriateness of each officer's compensation. The Corporation's process for determining executive compensation relies largely on the Board without any formal objectives, criteria and analysis. The final compensation paid is reached by negotiation with each individual officer. The Board believes this approach is appropriate given the Corporation's size and means.

Compensation Risk Management

The Corporation's compensation program seeks to align its strategic direction with the interests of its Shareholders by incorporating various risk-adjusted measures into its compensation program, which are designed to mitigate any incentive for its employees, including NEOs, to take or be rewarded for excessive or imprudent risks that could have a material adverse impact on the Corporation. In particular, the compensation program of the Corporation seeks to limit and mitigate compensation-related risk by balancing short-term goals with long-term performance objectives through the issuance of stock options ("**Options**") and other security-based compensation pursuant to the Omnibus Plan. Risk oversight is primarily the responsibility of the Board in conjunction with the Audit Committee and is monitored by the executive committee which includes the CEO and his direct reports.

The Board and the Audit Committee are responsible, at least annually, for reviewing incentive compensation arrangements to confirm they do not encourage inappropriate or unintended risk taking. Due to the small size of the Corporation and the current level of the Corporation's activity, the Board is able to closely monitor and consider any risks which may be associated with the Corporation's compensation policies and practices. Risks, if any, may be identified and mitigated through regular meetings of the Board during which financial and other information of the Corporation are reviewed. No risks have been identified arising from the Corporation's compensation policies and practices that are reasonably likely to have a material adverse effect on the Corporation.

Employment, Consulting and Management Agreements

Management functions of the Corporation are substantially performed by directors and senior officers of the Corporation and not, to any substantial degree, by any other person with whom the Corporation has a contract. David Michaud, CEO, and Richard Robins, CFO, are not employees of the Corporation and provide their services through Northcliffe Investments Inc. and Greenview Management Ltd., respectively, as described below. Details of the contracts between the Corporation and each of its executive officers are set out below:

David Michaud, CEO

On November 1, 2022, Parvis Fintech Inc. (formerly Parvis Invest Inc.) ("**Parvis**"), a subsidiary of the Corporation, entered into an employment agreement with David Michaud to act as CEO of Parvis. The agreement provided for a base salary of $125,000 per annum and allowed for Mr. Michaud to participate in the Parvis' employee benefit programs. The agreement allowed for Mr. Michaud to receive grants of options under Parvis' equity incentive plan from time to time. The term of the agreement was indefinite and could be terminated by Parvis for cause, per standard employee contracting, or without cause upon payment by Parvis of the greater of Mr. Michaud's entitlement under the *Employment Standards Act* (British Columbia) and 90 days' compensation. Mr. Michaud could resign by giving Parvis 30 days' written notice. The agreement included non-competition and non-solicitation clauses. The agreement was terminated effective May 1, 2023.

Effective as of May 1, 2023, the Corporation entered into a contractor agreement with David Michaud to act as CEO of the Corporation. The agreement provides for a base salary of $210,000 per annum, payable to Northcliffe Investments Inc. ("**Northcliffe**"), a company owned and controlled by Mr. Michaud. The agreement allows for Northcliffe to receive grants of options and other share-based awards under the Corporation's equity incentive plan from time to time. The term of the agreement is indefinite and may be terminated by mutual agreement of the parties in writing or by either party upon giving 90 days' written notice to the other party. The agreement may also be terminated by the Corporation within 7 days if the Corporation receives notice from Mr. Michaud that a conflict of interest exists.

Richard Robins, CFO

Effective as of October 1, 2025, the Corporation entered into a consulting agreement with Richard Robins to act as Chief Financial Officer of the Corporation on a fractional basis. The agreement provides for a fee of $3,500 per month (equivalent to $42,000 per annum), payable to Greenview Management Ltd., a company owned and controlled by Mr. Robins. The agreement allows for Mr. Robins to receive grants of options and other share-based awards under the Corporation's equity incentive plan from time to time. The term of the agreement is indefinite and may be terminated by mutual agreement of the parties in writing or by either party upon giving 90 days' written notice to the other party. The agreement may also be terminated by the Corporation within 7 days if the Corporation receives notice from Mr. Robins that a conflict of interest exists.

Jessica Chisomaga Eruchalu, Chief Legal Officer and Chief Compliance Officer

On August 12th, 2025, Parvis entered into an employment agreement with Jessica Chisomaga Eruchalu to act as Chief Legal Officer and Chief Compliance Officer of Parvis. The agreement provides for a base salary of $165,000 per annum and allows Ms. Eruchalu to participate in Parvis' employee benefit programs. The agreement also allows Ms. Eruchalu to receive grants of options and other share-based awards under the Corporation's equity incentive plan. The term of the agreement is indefinite and may be terminated by Parvis for cause, per standard employee contracting, or without cause upon payment by Parvis of the greater of Ms. Eruchalu's entitlement under the Employment Standards Act (Ontario) and 30 days' compensation. Ms. Eruchalu may resign by giving Parvis 30 days' written notice.

Thomas Chan, Interim CFO

On January 31, 2025, Parvis entered into an employment agreement with Thomas Chan to act as Interim CFO of Parvis. Prior to this, Mr. Chan was employed with Parvis. The agreement provided for a base salary of $155,000 per annum and allowed for Mr. Chan to participate in Parvis' employee benefit programs. The agreement also allowed for Mr. Chan to receive grants of options under Parvis' equity incentive plan. The term of the agreement was indefinite and could be terminated by Parvis for cause, per standard employee contracting, or without cause upon payment by Parvis of the greater of Mr. Chan's entitlement under the Employment Standards Act (Ontario) and 30 days' compensation. Mr. Chan could resign by giving Parvis 30 days' written notice. The

agreement terminated upon Mr. Chan's resignation as Interim CFO in September 2025. No termination or severance payment was made to Mr. Chan in connection with his resignation.

Share-based and Option-based Awards

The Corporation did not grant any share based or option based awards during its fiscal year ended March 31, 2026.

The Corporation may issue share-based and option-based awards in the future pursuant to the Omnibus Plan. Share-based and option-based awards granted under the Omnibus Plan are intended to reward long-term corporate performance, increased share value and align the interests of employees, including NEOs, with those of Shareholders.

The Board is responsible for reviewing and approving corporate goals and objectives relevant to the compensation arrangements (including but not limited to employment and consulting arrangements) of the executive officers of the Corporation, the Chairperson of the Board, and the directors of the Corporation, to evaluate the performance of the Corporation's executive officers, the Chairperson of the Board, and directors of the Corporation in light of those goals and objectives, and set the compensation level of such parties based on this evaluation. In determining the long-term incentive component of the parties' compensation, the Board shall consider, without limitation, the Corporation's performance and relative Shareholder return, the value of similar incentive awards to executive officers, the Chairperson of the Board, and directors at comparable companies, and the awards given to such parties in past years. This review is done on an annual basis.

The administration of the Corporation's Omnibus Plan, or such other equity based compensation plans as may be approved by the Board and Shareholders of the Corporation from time to time, is also the responsibility of the Board.

Summary Compensation Table

The following table, presented in accordance with Form 51-102F6V, sets forth all annual and long-term compensation for services in all capacities to the Corporation for the two most recently completed fiscal years (to the extent required by Form 51-102F6V) in respect of each NEO and director:

TABLE OF COMPENSATION, EXCLUDING COMPENSATION SECURITIES							
Name and Position	**Year**	**Salary, consulting fee, retainer or commission (CAD$)**	**Bonus ($)**	**Committee or meeting fees ($)**	**Value of perquisites ($)**	**Value of all other compensation ($)**	**Total compensation ($)**
Richard Robins	2026	$21,000	-	-	-	-	$21,000

Chief Financial Officer[6]	2025	-	-	-	-	-	-
Jessica Eruchalu Chief Legal Officer	2026	$96,250	-	-	-	-	$96,250
	2025	-	-	-	-	-	-
Thomas Chan Former Interim CFO[5]	2026	$77,500	-	-	-	-	$77,500
	2025	$25,833	-	-	-	-	$25,833
Drew Green Director and Chairman	2026	-	-	-	-	-	-
	2025	120,000[1]	-	-	-	-	120,000[1]
David Michaud Director and CEO	2026	210,000[2]	-	-	-	-	210,000[2]
	2025	210,000[2]	-	-	-	-	210,000[2]
Jas Bagry[3] Director and Former CFO	2026	-	-	-	-	-	Nil
	2025	151,667[4]	-	-	-	-	151,667[4]
Blair McCreadie Director	2026	-	-	-	-	-	Nil
	2025	-	-	-	-	-	Nil
Tirta Liu Director	2026	-	-	-	-	-	Nil
	2025	-	-	-	-	-	Nil
Jeff McCann Director	2026	10,000	-	-	-	-	10,000
	2025	-	-	-	-	-	Nil
Kyle Pulis Director	2026	-	-	-	-	-	Nil
	2025	-	-	-	-	-	Nil
Noah Murad Director	2026	-	-	-	-	-	Nil
	2025	-	-	-	-	-	Nil

Notes:
(1) Paid to Drewgreen.ca Inc., a company owned and controlled by Mr. Green.
(2) $210,000 paid to Northcliffe Investments Inc., a company owned and controlled by Mr. Michaud.

(3) Mr. Bagry resigned as CFO of the Corporation on January 31, 2025.
(4) $151,666.67 paid to Bagry Holdings Ltd., a company owned and controlled by Mr. Bagry.
(5) Mr. Chan was appointed Interim CFO of the Corporation on January 31, 2025 and resigned in September 2025.
(6) Paid to Greenview Management Ltd., a company owned and controlled by Mr. Robins.

Outstanding Incentive Plan Awards – share based and option based

In the fiscal year ended March 31, 2026, no compensation securities were granted or issued to any NEO or director by the Corporation for services provided or to be provided, directly or indirectly, to the Corporation.

The following table discloses the total amount of compensation securities held by each NEO and director of the Corporation, as at the Corporation's fiscal year end of March 31, 2026:

Name and Position	Total Number of Options held as at March 31, 2026	Exercise Price	Expiry Date	Grant Date	Vesting Details
Drew Green Director and Chairman	312,400[1]	$0.50	October 31, 2032	March 3, 2023	20% biannually until fully vested on October 31, 2025
	137,429	$0.498	June 29, 2031	June 29, 2021	Vested upon grant
	100,401	$0.249	April 5, 2031	April 5, 2021	Vested upon grant
David Michaud Director and CEO	224,800[2]	$0.50	October 31, 2032	March 3, 2023	20% biannually until fully vested on October 31, 2025
Jas Bagry Director and Former CFO	400,000[3]	$0.50	October 31, 2032	March 3, 2023	20% biannually until fully vested on October 31, 2025
Blair McCreadie Director	Nil	N/A	N/A	N/A	N/A
Tirta Liu Director	Nil	N/A	N/A	N/A	N/A
Jeff McCann Director	Nil	N/A	N/A	N/A	N/A
Kyle Pulis Director	Nil	N/A	N/A	N/A	N/A
Noah Murad Director	Nil	N/A	N/A	N/A	N/A
Richard Robins CFO	Nil	N/A	N/A	N/A	N/A
Jessica Eruchalu CLO and CCO	Nil	N/A	N/A	N/A	N/A

Notes:
(1) Held through Drewgreen.ca Inc., an entity beneficially owned and controlled by Mr. Green.
(2) Held through Northcliffe Investments Inc., an entity beneficially owned and controlled by Mr. Michaud.
(3) Held through Bagry Holdings Ltd., an entity beneficially owned and controlled by Mr. Bagry.
(4) In addition to the Options set out above, in April 2024 the Corporation granted an aggregate of 2,174,000 RSUs to certain directors and officers, including David Michaud, Jas Bagry, Drew Green, Tirta Liu, Blair McCreadie, Jeff McCann and Kyle Pulis, as described under "Compensation of Directors". These RSUs vest 33.33% one year after the grant date and 8.33% quarterly thereafter until the third anniversary of the grant date. As at March 31, 2026, 156,133 of these RSUs remained outstanding.

No Options or other compensation securities were exercised by any NEO or directors of the Corporation during the fiscal year ended March 31, 2026.

Option and Stock Re-pricings

There were no re-pricings of Options granted under the Omnibus Plan or otherwise during the Corporation's completed fiscal year ended March 31, 2026.

Omnibus Plan

The Omnibus Plan is a "rolling up to 10% and fixed up to 10%" Security Based Compensation Plan (as defined in TSXV Policy 4.4 – Security Based Compensation) which reserves a percentage of the issued and outstanding Common Shares for issuance pursuant to the Options, deferred share units of the Corporation ("**DSUs**"), performance share units of the Corporation ("**PSUs**") and restricted share units of the Corporation ("**RSUs**", and together with PSUs, DSUs and Options, "**Awards**").

Pursuant to the Omnibus Plan, the Corporation's Board may grant Awards to eligible persons as determined by the Omnibus Plan. The aggregate number of Common Shares which may be made available for issuance under the Omnibus Plan will not exceed (a) with respect to the number of Common Shares issuable pursuant to the exercise of Options, 10% of the total number of issued and outstanding Common Shares from time to time and (b) with respect to the number of Common Shares issuable pursuant to all Awards other than Options and under any other Security Based Compensation Plan of the Corporation, 10% of the total number of issued and outstanding Common Shares as of the date of implementation of the Omnibus Plan, in each case subject to adjustment as provided in the Omnibus Plan.

The purpose of the Omnibus Plan is to advance the interests of the Corporation and its subsidiaries by (i) promoting a significant alignment between directors, officers, employees and consultants of the Corporation and its subsidiaries ("**Awardees**") and the growth objectives of the Corporation; (ii) associating a portion of Awardees' compensation with the performance of the Corporation over the long term; and (iii) attracting, motivating and retaining the critical Awardees to drive the business success of the Corporation.

The following is a summary of the principal terms of the Omnibus Plan, which is qualified in its entirety by reference to the text of the Omnibus Plan:

- The aggregate number of Common Shares to be delivered upon the exercise of all Options granted under the Omnibus Plan shall not exceed 10% of the issued

and outstanding Common Shares at the time of granting the Options (on a non-diluted basis).

- The aggregate number of Common Shares issuable pursuant to all Awards other than Options and under any other Security Based Compensation Plan of the Corporation shall not exceed 10% of the number of issued and outstanding of the Common Shares as of the date of implementation of the Omnibus Plan.

- Any increase in the issued and outstanding Common Shares will result in an increase in the available number of Common Shares issuable upon exercise of Options granted under the Omnibus Plan, and any exercises of Options, or settlements of Awards other than Options, will make new grants of Options available under the Omnibus Plan, effectively resulting in a re-loading of the number of Options available to grant under the Omnibus Plan. If any Awards granted expire or terminate for any reason without having been exercised or settled in full, as applicable, the unissued Common Shares subject thereto shall again be available for the purposes of the Omnibus Plan.

- Subject to the provisions of the Omnibus Plan and rules of the TSXV, the Corporation's Board or its delegate(s) shall have authority to interpret the Omnibus Plan and all Award agreements entered into in connection with the grant of Awards under the Omnibus Plan, to define the terms used in the Omnibus Plan and in all Award agreements entered into thereunder, to prescribe, amend and rescind the terms of the Corporation's Omnibus Plan and to make all other determinations necessary or advisable for the administration of the Omnibus Plan.

- The price per share at which any Common Share which is the subject of an Option may be purchased (the "**Option Exercise Price**") will be established by the Corporation's Board or its delegate(s), subject to the rules of the regulatory authorities having jurisdiction over the securities of the Corporation, provided that the Option Exercise Price shall not be less than the Discounted Market Price (as defined in the policies of the TSXV). The term of each Option will be fixed by the Corporation's Board or its delegate(s), but may not exceed 10 years from the date of grant.

- The Options granted pursuant to the Omnibus Plan shall be exercisable at such times and on the occurrence of such events, and be subject to such restrictions and conditions, as the Corporation's Board or its delegate(s) shall in each instance approve, which need not be the same for each grant or for each Awardee. Without limiting the foregoing, the Corporation's Board or its delegate(s) may permit the exercise of an Option through either a cashless exercise mechanism or net exercise mechanism pursuant to the terms of the Omnibus Plan and subject to the rules of the TSXV.

- DSUs, RSUs and PSUs may be granted to Awardees as compensation for employment or consulting services or services as a director or officer and may entitle Awardees to receive, for no additional cash consideration, Common Shares (a) on a deferred basis, in the case of DSUs, (b) upon specific time or other vesting

conditions being met, in the case of RSUs, or (c) upon specific performance criteria being satisfied, in the case of PSUs, in each case as determined by the Corporation's Board or its delegate(s). The value of RSUs and PSUs is influenced by the fair market value of the underlying Common Shares, as determined by the Corporation's Board or its delegate(s), pursuant to the terms of the Omnibus Plan.

- The Corporation's Board or its delegate may award dividend equivalents with respect to DSUs, RSUs or PSUs. Such dividend equivalent entitlements may be subject to accrual, forfeiture or payout restrictions as determined by the Corporation's Board or its delegate(s) and need not be uniform among all DSUs, RSUs or PSUs.

- No Awards, other than Options, shall vest earlier than one year after the date of grant, except with respect to an Awardee who dies or ceases to be eligible under the Omnibus Plan in connection with a change of control of the Corporation.

- If the expiry date, redemption date or settlement date, as applicable, of any Award would otherwise occur in a blackout period, the expiry date shall be extended to the tenth business day following the last day of the blackout period, where "blackout period" means a period of time during which the Corporation prohibits Awardees from exercising, redeeming or settling their Awards, due to applicable law or policies of the Corporation.

- The maximum number of Common Shares which may be issued to any one Awardee within any 12 month period under the Omnibus Plan together with any other Security Based Compensation Plan shall not exceed 5% of the number of Common Shares outstanding (on a non-diluted basis) from time to time, unless disinterested shareholder approval is obtained pursuant to the policies of the TSXV.

- The maximum number of the Common Shares which may be issuable to any one Consultant (as defined in the Omnibus Plan) within any 12 month period under the Omnibus Plan together with any other Security Based Compensation Plan shall not exceed 2% of the number of Common Shares outstanding on a non-diluted basis.

- The maximum number of Common Shares which may be issuable to all Investor Relations Service Providers (as defined in the Omnibus Plan) within any 12 month period under the Omnibus Plan together with any other Security Based Compensation Plan shall not exceed 2% of the number of Common Shares outstanding on a non-diluted basis. Options granted to Investor Relations Service Providers must vest in stages over 12 months with no more than 25% of such Options becoming vested in any three month period. Investor Relations Service Providers may not receive any Award other than Options.

- The maximum number of Common Shares which may be issuable to all Insiders (as defined in TSXV policies) of the Corporation at any time under the Omnibus Plan together with any other Security Based Compensation Plan shall not exceed

10% of the Common Shares outstanding on a non-diluted basis from time to time. The number of Common Shares issued to Insiders of the Corporation within any 12 month period under the Omnibus Plan together with any other Security Based Compensation Plan shall not exceed 10% of the number of outstanding Common Shares on a non-diluted basis.

- Except as may otherwise be provided in an Awardee's employment agreement or as otherwise determined by the Corporation's Board or its delegate, if an Awardee's employment or other relationship with the Corporation is terminated for any reason other than death, (i) each vested Option held by that Awardee will cease to be exercisable on the earlier of the original expiry date and three months after the termination date; and (ii) any RSUs or PSUs held by the Awardee that have vested before the termination date will be paid to the Awardee, with any settlement or redemption to occur within three months following the termination date. In all cases, any unvested Options, RSUs or PSUs held by the Awardee shall terminate and become void on the date of termination.

- In the event of death of an Awardee, unless otherwise determined by the Corporation's Board or its delegate(s), (i) the executor or administrator of the Awardee's estate may exercise any vested Options for a period until the earlier of the original expiry date and 12 months after the date of death, and any unvested Options shall terminate and become void on the date of death; and (ii) any unvested RSUs and PSUs previously credited to the Awardee's account will vest immediately, and vested RSUs and PSUs will be paid to the Awardee's estate, with any settlement or redemption to occur within 12 months following the termination date.

- Any settlement of DSUs shall only occur after the Awardee's death or termination of the Awardee's employment or other relationship with the Corporation. Each applicable Award agreement will provide the extent to which an Awardee will have the right to retain any DSUs following the Awardee's death or termination of the Awardee's employment or other relationship with the Corporation, provided that settlement must occur within one year following termination. Such provisions shall be determined in the sole discretion of the Corporation's Board or its delegate(s), and need not be uniform among all DSUs granted pursuant to the Omnibus Plan.

- Unless otherwise determined by the Corporation's Board or its delegate(s), where an Awardee is terminated for cause, any Options, RSUs, PSUs or DSUs held by the Awardee will be immediately cancelled and forfeited to the Corporation for no consideration.

- In the event of a change of control (as defined in the Omnibus Plan), unless otherwise provided in the Omnibus Plan or an Award agreement, the Corporation's Board or its delegate(s) may deal with any or all outstanding Awards (or any portion thereof) in the manner it deems fair and reasonable in the circumstances of the change of control, including but not limited to cancelling all outstanding Awards with or without payment or accelerating vesting and/or expiry of outstanding Awards. Notwithstanding the foregoing, no cancellation, acceleration

of vesting, lapsing of restrictions or payment of an Award shall occur if the Corporation's Board or its delegate(s) determines in its sole discretion prior to the occurrence of a change of control that such Award shall be honored or assumed, or new rights substituted therefor by any successor to the Corporation or an Affiliate (as defined in the Omnibus Plan), in accordance with the terms of the Omnibus Plan.

- Unless restricted by law or Exchange rules, the Corporation's Board or its delegate(s) may alter, amend, modify, suspend or terminate the Omnibus Plan or any Award in whole or in part without notice to, or approval from, Shareholders, including, but not limited to, for the purposes of:

  - making any amendments to the general vesting provisions of any Award;

  - making any amendments to the general term of any Award as permitted by the Omnibus Plan;

  - making any amendments to add covenants or obligations of the Corporation for the protection of Awardees;

  - making any amendments not inconsistent with the Omnibus Plan as may be necessary or desirable with respect to matters or questions which, in the good faith opinion of the Corporation's Board, it may be expedient to make, including amendments that are desirable as a result of changes in law or as a "housekeeping" matter; or

  - making such changes or corrections which are required for the purpose of curing or correcting any ambiguity or defect or inconsistent provision or clerical omission or mistake or manifest error.

- Shareholder approval is required to make the following amendments to the Omnibus Plan:

  - a reduction in the Option Exercise Price of a previously granted Option benefitting an Insider of the Corporation or one of his/her/its Affiliates (unless done pursuant to Section 4.10 of the Omnibus Plan);

  - any amendment or modification which would increase the total number of Common Shares available for issuance under the Omnibus Plan (unless done pursuant to Section 4.10 of the Omnibus Plan);

  - an increase to the limit on the number of Common Shares issued or issuable under the Omnibus Plan to Insiders of the Corporation (unless done pursuant to Section 4.10 of the Omnibus Plan);

  - an extension of the expiry date of an Option other than as otherwise permitted under the Omnibus Plan;

- an extension of the expiry date of an Option issued to Insiders; or any amendment to the amendment provisions of the Omnibus Plan.

· The Corporation shall obtain disinterested shareholder approval prior to any of the following actions becoming effective:

- the Omnibus Plan together with all of the Corporation's other Security Based Compensation Plans, if any, could result at any time in: (i) the number of Common Shares reserved for issuance under Awards granted to Insiders of the Corporation exceeding 10% of the outstanding Common Shares at any point in time, (ii) the number of Common Shares reserved for issuance under Awards granted to Insiders of the Corporation within a 12-month period exceeding 10% of the outstanding Common Shares; or (iii) the number of Common Shares reserved for issuance under Awards granted to any Awardee within a 12-month period exceeding 5% of the outstanding Common Shares; or

- any reduction in the Option Exercise Price of any Option previously granted to Insiders of the Corporation.

The TSXV requires the Corporation to obtain the approval of Shareholders with respect to the "rolling" portion of the Omnibus Plan on an annual basis; however, Shareholder approval of the fixed portion of the Omnibus Plan is only required if there is a proposed increase in the number allowable to be granted under the fixed portion of the Omnibus Plan.

Financial Instruments

The Corporation has not implemented any policies which restrict its executive officers and directors from purchasing financial instruments, including prepaid variable forward contracts, equity swaps, collars, or units of exchange funds that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by the executive officer or director. To the knowledge of the Corporation, none of the NEOs or directors have purchased such financial instruments.

Defined Benefit Contribution Plan, or Deferred Compensation Plan

The Corporation does not have a defined benefit, actuarial pension plan or deferred compensation plan.

Termination of Employment, Change in Responsibilities and Employment Contracts

Except as otherwise disclosed in this Information Circular, the Corporation has no compensatory plan, contract or arrangement, where a NEO is entitled to receive more than C$50,000 compensation from the Corporation in the event of resignation, retirement or any other termination of the NEO's employment with the Corporation, a change of control of the Corporation, or a change in the NEO's responsibilities.

COMPENSATION OF DIRECTORS

Other than as disclosed herein, the Corporation did not have an arrangement pursuant to which directors were compensated by the Corporation for their services in their capacity as directors, or for committee participation, involvement in special assignments or for services as experts during the most recently completed fiscal year. The Corporation entered into director agreements with certain directors of the Corporation, pursuant to which such directors received the following compensation for their services in their capacity as directors:

- *David Michaud* – Northcliffe Investments Inc. received 267,717 restricted share units of the Corporation pursuant to the Omnibus Plan on April 15, 2024. The director agreement terminates upon Mr. Michaud ceasing to be a director of the Corporation.

- *Jas Bagry* – Bagry Holdings Ltd. received 267,717 restricted share units of the Corporation pursuant to the Omnibus Plan on April 15, 2024. The director agreement terminates upon Mr. Bagry ceasing to be a director of the Corporation.

- *Drew Green* – The Corporation entered into a director agreement with Mr. Green effective May 1, 2023, under which Mr. Green provides services as a director of the Corporation. Under the director agreement, Mr. Green's compensation consists of restricted share units and reimbursement of reasonable expenses incurred in the performance of his duties, and no cash fees are payable under the director agreement. Pursuant to the director agreement, Drewgreen.ca Inc. received 267,717 restricted share units of the Corporation pursuant to the Omnibus Plan on April 15, 2024, which vest 33.33% one year after the grant date and 8.33% quarterly thereafter until the third anniversary of the grant date. The director agreement terminates upon Mr. Green ceasing to be a director of the Corporation. In addition, pursuant to a founders' agreement dated March 1, 2021, among Wilo Fund Inc., a predecessor of the Corporation, Mr. Green and David Michaud, Mr. Green served as Chairman of the Board and was entitled to a board fee of $10,000 per month (the "Chairman Fee"). The Chairman Fee was paid to Drewgreen.ca Inc., a company owned and controlled by Mr. Green, and was terminated in December 2025. The founders' agreement does not provide for any payment on termination or change of control.

- *Tirta Liu* – Mr. Liu will receive (a) $2,000 per month, contingent upon the Corporation achieving $1 million in recorded revenue; or (b) $4,000 per month, contingent upon the Corporation achieving $2 million in recorded revenue. Mr. Liu also received 267,717 restricted share units of the Corporation pursuant to the Omnibus Plan on April 15, 2024. The director agreement terminates upon Mr. Liu ceasing to be a director of the Corporation.

- *Blair McCreadie* – Mr. McCreadie will receive (a) $2,000 per month, contingent upon the Corporation achieving $1 million in recorded revenue; or (b) $4,000 per month, contingent upon the Corporation achieving $2 million in recorded revenue. Mr. McCreadie also received 401,576 restricted share units of the Corporation

pursuant to the Omnibus Plan on April 15, 2024. The director agreement terminates upon Mr. McCreadie ceasing to be a director of the Corporation.

- *Jeff McCann* – Mr. McCann will receive (a) $2,000 per month, contingent upon the Corporation achieving $1 million in recorded revenue; or (b) $4,000 per month, contingent upon the Corporation achieving $2 million in recorded revenue. Mr. McCann also received 401,576 restricted share units of the Corporation pursuant to the Omnibus Plan on April 15, 2024. The director agreement terminates upon Mr. McCann ceasing to be a director of the Corporation.

- *Kyle Pulis and Noah Murad* – Kyle Pulis and Noah Murad were appointed to the Board on June 5, 2025 and July 21, 2025, respectively, after the end of the fiscal year ended March 31, 2025. The Corporation has not entered into director agreements with Mr. Pulis or Mr. Murad, and neither receives cash fees, restricted share units, options or other compensation from the Corporation for their services as a director. Each of Mr. Pulis and Mr. Murad is a direct investor in the Corporation through the purchase of convertible debentures of the Corporation. These debentures were issued for cash on the terms described under "Interest of Informed Persons in Material Transactions" and were not issued as compensation for services as a director.

The Corporation may compensate its directors in the future in accordance with accepted business practices.

The Corporation has an Omnibus Plan for the granting of security-based compensation to the officers, employees and directors. The purpose of granting such security-based compensation is to assist the Corporation in compensating, attracting, retaining and motivating the directors of the Corporation and to closely align the personal interests of such persons to that of the Shareholders.

AUDIT COMMITTEE DISCLOSURES

Audit Committee Charter

The Corporation's Audit Committee is governed by the Audit Committee Charter, the text of which is attached as Appendix G to this Information Circular.

Composition of the Audit Committee

The Corporation has established an Audit Committee in accordance with the provisions of the *Business Corporations Act* (British Columbia), securities legislation and the policies of the TSXV. The Corporation's Audit Committee is comprised of three directors: Jas Bagry (Chairperson of the Audit Committee), Noah Murad and Drew Green. Each member of the Audit Committee is "financially literate" within the meaning of Section 1.6 of National Instrument 52-110 – Audit Committees ("NI 52-110").

Relevant Education and Experience

Jas Bagry (Chair and member of the Audit Committee)

Mr. Bagry's experience as a chief financial officer and a president of several organizations enables him to have the knowledge and experience related to this position. Mr. Bagry has been responsible for and involved in all management, corporate and financial reporting, risk management, investor relations and corporate development. This experience allows Mr. Bagry to understand the accounting, disclosure and regulatory responsibilities of the Corporation.

Drew Green (member of the Audit Committee)

Mr. Green's experience as President and Chief Executive Officer of INDOCHINO, as founder and Chief Executive Officer of Canada's first multi-merchant marketplace, and as chairman of several public companies listed on the TSXV or NYSE enables him to understand the accounting, disclosure and regulatory responsibilities of the Corporation.

Noah Murad (member of the Audit Committee)

Mr. Murad has knowledge of diversified businesses as Managing Partner of Bluestar Equity, an owner and strategic investor, which enables Mr. Murad to understand the accounting, disclosure and regulatory responsibilities of the Corporation.

Audit Committee Oversight

Since the previous year end, the Corporation's Board has not failed to adopt a recommendation of the Audit Committee to nominate or compensate an external auditor.

Reliance on Certain Exemptions

Since April 1, 2025, the commencement of the Corporation's most recently completed fiscal year, the Corporation has not relied on the exemptions contained in sections 2.4 (De Minimis Non-Audit Services), or an exemption granted under Part 8 (Exemptions) of NI 52-110.

Pre-approval of Policies and Procedures

The Audit Committee has not adopted specific policies and procedures for the engagement of non-audit services. Subject to the requirements of NI 52-110, the engagement of non-audit services is considered by the Board, and where applicable the Audit Committee, on a case-by-case basis.

External Auditors Service Fees (by category)

(a) **Audit fees**. "Audit fees" consist of fees for professional services rendered by the Corporation's external auditors for the audit and review of the Corporation's financial statements.

(b) **Audit related fees**. "Audit related fees" consist of fees for professional services rendered by the Corporation's external auditors that are reasonably related to the performance of the audit or review of the Corporation's financial statements and which are not reported under item (a) above.

(c) **Tax fees**. "Tax fees" consist of fees for professional services for tax compliance, tax advice and tax planning.

(d) **All other fees**. "All other fees" consist of fees for professional services other than services reported under items (a), (b) and (c) above.

The fees paid by the Corporation to its auditor in each of the last two fiscal years, by category, are as follows:

Fiscal year Ending	Audit Fees ($)	Audit Related Fees ($)	Tax Fees ($)	All Other Fees ($)
March 31, 2026	128,412.68	0	0	0
March 31, 2025	89,880	0	0	0

Exemption in Section 6.1 of NI 52-110

The Corporation is relying on the exemption provided by 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)*.

CORPORATE GOVERNANCE DISCLOSURE

Effective June 30, 2005, National Instrument 58-101 - Disclosure of Corporate Governance Practices ("**NI 58-101**") and National Policy 58-201 - Corporate Governance Guidelines ("**NP 58-201**") were adopted in each of the provinces and territories of Canada. NI 58-101 requires issuers to disclose the corporate governance practices that they have adopted, while NP 58-201 provides guidance on corporate governance practices.

The Board believes that good corporate governance improves corporate performance and benefits all Shareholders. The Corporation's Board is governed by the Board Mandate, the text of which is attached as Appendix F. The Corporation's Audit Committee is governed by the Audit Committee Charter, the text of which is attached as Appendix G to this Information Circular.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

Following is a summary of shares subject to Awards outstanding under the Corporation's Omnibus Plan and shares remaining available for grant as at the end of the most recently completed fiscal year.

Plan Category	Number of Common Shares to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options (b)	Number of Common Shares remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))[(1)] (c)
Equity compensation Plans approved by security holders[(2)]	4,693,712	$0.42	925,103
Equity compensation plans not approved by security holders	Nil	N/A	N/A
Total	4,693,712	$0.42	925,103

Notes:

(1) 31,852,556 issued and outstanding Common Shares as at the end of the most recently completed fiscal year.
(2) The Board and the Shareholders of the Corporation approved the Omnibus Plan on October 10, 2025. The Omnibus Plan must be re-approved by the Shareholders annually pursuant to the policies of the TSXV. The Omnibus Plan is a "rolling" plan for Options, under which the number of Common Shares issuable on exercise of Options may not exceed 10% of the issued and outstanding Common Shares at the time of grant, and a "fixed" plan for all Awards other than Options, under which the number of Common Shares issuable may not exceed 2,677,173. Column (c) includes Common Shares available for issuance under Awards other than Options.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

There is no indebtedness to the Corporation or any of its subsidiaries by any current or former director, executive officer or employee of the Corporation or any of its subsidiaries, proposed nominee for election as a director or associate of them, to or guaranteed by the Corporation or otherwise, since the beginning of the most recently completed fiscal year.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

On June 5, 2025, the Corporation closed the first tranche of a non-brokered private placement of unsecured convertible debentures (the "**Strategic Debentures**") for gross proceeds of $300,000. The subscribers were affiliates of Bluestar Equity ("**Bluestar**") and Lankin Investments ("**Lankin**").

In connection with the June 2025 offering, the Corporation entered into strategic alliance agreements with Bluestar and Lankin. Kyle Pulis, the founder and CEO of Lankin, and Noah Murad, Managing Partner of Bluestar, were appointed to the Board. The first tranche Strategic Debentures bore interest at 10% per annum, matured 24 months from closing, and were convertible at $0.06 per share during the first 12 months and $0.10 per

share thereafter. On April 22, 2026, the Corporation closed a second tranche of $300,000, convertible at $0.20 per share, and in June 2026, the Corporation closed a final tranche of $50,000, issued to Lankin. Of the $800,000 aggregate subscription amount, $650,000 has closed. Bluestar subscribed for $450,000 and Lankin for $350,000.

On April 6, 2026, Parvis acquired Richmond Global Wealth Inc., under the Bluestar umbrella, for 1,600,000 Common Shares at a deemed price of $0.50 ($800,000). Bluestar Equity Inc. received 1,120,000 of those shares, and Noah Murad is Managing Partner of Bluestar.

On August 13, 2026, the Corporation closed the first tranche of its non-brokered private placement of unsecured convertible debenture units for gross proceeds of $175,000. Each unit consists of one debenture, convertible at $0.55 per Common Share, and one warrant exercisable at $0.65 per share for 24 months. Mr. Pulis and Mr. Murad subscribed for $125,000 through corporate entities on the same terms as other subscribers. Participation by directors was a "related party transaction" under MI 61-101, and the Corporation relied on the exemptions in sections 5.5(a) and 5.7(1)(a), as neither the fair market value of the securities issued to related parties nor the consideration paid exceeded 25% of the Corporation's market capitalization.

APPOINTMENT OF AUDITOR

The auditor of the Corporation is MNP LLP located at 300-111 Richmond Street, Toronto, Ontario M5H 2G4. MNP was first appointed by the Corporation on January 18, 2021.

MANAGEMENT CONTRACTS

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

ADDITIONAL INFORMATION

Additional information relating to the Corporation is available on the System for Electronic Data Analysis and Retrieval + ("**SEDAR+**") at www.sedarplus.ca.

Financial information is provided in the Corporation's comparative audited financial statements and Management's Discussion and Analysis ("**MD&A**") for the fiscal year ended March 31, 2026.

Copies of the Corporation's financial statements and MD&A may be obtained from SEDAR+ at www.sedarplus.ca or by contacting the Corporation by email at compliance@parvisinvest.com.

APPROVAL

The contents of this Information Circular and the sending thereof to Shareholders, directors and the auditors of the Corporation, have been approved by the Board.

DATED at Toronto, Ontario, this 21st day of October, 2026.

APPROVED BY THE BOARD

(signed) "David Michaud"

David Michaud
Director and Chief Executive Officer

APPENDIX A
OMNIBUS PLAN

ARTICLE 1
ESTABLISHMENT, PURPOSE AND DURATION

1.1 Establishment of the Plan.

Parvis Invest Inc., a corporation incorporated under the laws of Canada (the "**Corporation**"), hereby establishes an incentive compensation plan to be known as the Omnibus Equity Incentive Plan (the "**Plan**"). The Plan permits the grant of Options, Restricted Share Units, Deferred Share Units and Performance Share Units. The Plan shall be adopted and become effective on the date approved by the Board, subject to the prior approval of the Plan by the TSX Venture Exchange (the "**Effective Date**").

1.2 Purpose of the Plan.

The purposes of the Plan are: (i) to promote a significant alignment between Directors, Officers, Employees, Management Company Employees and Consultants (as defined below) and the growth objectives of the Corporation; (ii) to associate a portion of the compensation of Participants (as defined below) with the performance of the Corporation over the long term; and (iii) to attract, motivate and retain the critical Directors, Officers, Employees, Management Company Employees and Consultants to drive the business success of the Corporation.

1.3 Duration of the Plan.

The Plan shall commence as of the Effective Date, as described in Section 1.1 herein, and shall remain in effect until terminated by the Board (as defined below) pursuant to Article 13 hereof.

ARTICLE 2
DEFINITIONS

Whenever used in the Plan, the following terms shall have the respective meanings set forth below, unless the context clearly requires otherwise, and when such meaning is intended, such term shall be capitalized.

"**Affiliate**" means any corporation, partnership or other entity (i) in which the Corporation, directly or indirectly, has majority ownership interest or (ii) which the Corporation controls. For the purposes of this definition, the Corporation is deemed to "control" such corporation, partnership or other entity if the Corporation possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such corporation, partnership or other entity, whether through the ownership of voting securities, by contract or otherwise, and includes a corporation which is considered to be a subsidiary for purposes of consolidation under International Financial Reporting Standards.

"**Award**" means, individually or collectively, a grant under this Plan of Options, Restricted Share Units, Deferred Share Units or Performance Share Units, in each case subject to the terms of this Plan.

"**Award Agreement**" means either (i) a written agreement entered into by the Corporation or an Affiliate of the Corporation and a Participant setting forth the terms and provisions applicable to Awards granted under this Plan; or (ii) a written statement issued by the Corporation or an Affiliate of the Corporation to a Participant describing the terms and provisions of such Award. All Award Agreements shall be deemed to incorporate the provisions of the Plan. An Award Agreement need not be identical to other Award Agreements either in form or substance.

"**Blackout Period**" means a period of time during which the Corporation prohibits Participants from exercising, redeeming or settling their Awards, due to applicable law or policies of the Corporation.

"**Board**" or "**Board of Directors**" means the board of directors of the Corporation.

"**Cashless Exercise**" has the meaning given to it in Section 6.6(a).

"**Cause**" means any of:

(a) dishonesty of the Participant as it relates to the performance of the Participant's duties in the course of employment by, or as an Officer or Director of, the Corporation or an Affiliate;

(b) fraud committed by the Participant;

(c) willful disclosure of confidential or private information regarding the Corporation or an Affiliate by the Participant;

(d) the Participant aiding a competitor of the Corporation or an Affiliate;

(e) misappropriation of a business opportunity of the Corporation or an Affiliate by the Participant;

(f) willful misconduct or gross negligence in the performance of the Participant's duties under the Participant's employment agreement;

(g) a breach by the Participant of a material provision of the Participant's employment agreement or any code of business conduct and ethics or similar policies adopted by the Corporation from time to time;

(h) the willful and continued failure on the part of the Participant to substantially perform duties in the course of the Participant's employment by, or as an Officer of, the Corporation or an Affiliate, unless such failure results from an incapacity due to mental or physical illness;

(i) willfully engaging in conduct that is demonstrably and materially injurious to the Corporation or an Affiliate, monetarily or otherwise; or

(j) any other act or omission by the Participant which would amount to just cause for termination at common law.

"**Change of Control**" shall occur if any of the following events occur:

(a) the acquisition, directly or indirectly and by any means whatsoever, by any person, or by a group of persons acting jointly or in concert, of beneficial ownership or control or direction over that number of Voting Securities which is greater than 50% of the total issued and outstanding Voting Securities immediately after such acquisition, unless such acquisition arose as a result of or pursuant to:

(i) an acquisition or redemption by the Corporation of Voting Securities which, by reducing the number of Voting Securities outstanding, increases the proportionate number of Voting Securities beneficially owned by such person to 50% or more of the Voting Securities then outstanding;

(ii) acquisitions of Voting Securities which were made pursuant to a dividend reinvestment plan of the Corporation;

(iii) the receipt or exercise of rights issued by the Corporation to all the holders of Voting Securities to subscribe for or purchase Voting Securities or securities convertible into Voting Securities, provided that such rights are acquired directly from the Corporation and not from any other person;

(iv) a distribution by the Corporation of Voting Securities or securities convertible into Voting Securities for cash consideration made pursuant to a public offering or by way of a private placement by the Corporation ("**Exempt Acquisitions**");

(v) a stock-dividend, a stock split or other event pursuant to which such person receives or acquires Voting Securities or securities convertible into Voting Securities on the same pro rata basis as all other holders of securities of the same class ("**Pro-Rata Acquisitions**"); or

(vi) the exercise of securities convertible into Voting Securities received by such person pursuant to an Exempt Acquisition or a Pro-Rata Acquisition ("**Convertible Security Acquisitions**");

provided, however, that if a person shall acquire 50% or more of the total issued and outstanding Voting Securities by reason of any one or a combination of (1) acquisitions

or redemptions of Voting Securities by the Corporation, (2) Exempt Acquisitions, (3) Pro-Rata Acquisitions, or (4) Convertible Security Acquisitions and, after such share acquisitions or redemptions by the Corporation or Exempt Acquisitions or Pro-Rata Acquisitions or Convertible Security Acquisitions, acquires additional Voting Securities exceeding one per cent of the Voting Securities outstanding at the date of such acquisition other than pursuant to any one or a combination of Exempt Acquisitions, Convertible Security Acquisitions or Pro- Rata Acquisitions, then as of the date of such acquisitions such acquisition shall be deemed to be a "**Change of Control**";

(b) the replacement by way of election or appointment at any time of one-half or more of the total number of the then incumbent members of the Board of Directors, unless such election or appointment is approved by 50% or more of the Board of Directors in office immediately preceding such election or appointment in circumstances where such election or appointment is to be made other than as a result of a dissident public proxy solicitation, whether actual or threatened; and

(c) any transaction or series of transactions, whether by way of reorganization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise, whereby all or substantially all of the shares or assets of the Corporation become the property of any other person (the "**Successor Entity**") (other than a subsidiary of the Corporation), unless:

(i) individuals who were holders of Voting Securities immediately prior to such transaction hold, as a result of such transaction, in the aggregate, more than 50% of the voting securities of the Successor Entity;

(ii) a majority of the members of the board of directors of the Successor Entity is comprised of individuals who were members of the Board of Directors immediately prior to such transaction; and

(iii) after such transaction, no person or group of persons acting jointly or in concert, holds more than 50% of the voting securities of the Successor Entity unless such person or group of persons held securities of the Corporation in the same proportion prior to such transaction.

"**Change of Control Price**" means, unless otherwise determined by the Board, (i) the highest price per Share offered in conjunction with any transaction resulting in a Change of Control (as determined in good faith by the Committee if any part of the offered price is payable other than in cash), or (ii) in the case of a Change of Control occurring solely by reason of a change in the composition of the Board, the highest FMV of the Shares on any of the thirty (30) trading days immediately preceding the date on which a Change of Control occurs, except if the relevant Participant is subject to taxation under the ITA such Change of Control price shall be deemed to be a price determined by the Committee

based on the closing price of a Share on the Exchange on the trading day preceding the Change of Control date or based on the volume weighted average trading price of the Shares on the Exchange for the five trading days immediately preceding the Change of Control date.

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended from time to time, or any successor thereto.

"**Committee**" means the Board of Directors, or if so delegated by the Board, any duly authorized committee of the Board appointed by the Board to administer the Plan.

"**Company**" unless specifically indicated otherwise, means a corporation, incorporated association or organization, body corporate, partnership, trust, association or other entity other than an individual.

"**Consultant**" means, in relation to the Corporation, an individual (other than a Director, Officer or Employee of the Corporation or of any of its subsidiaries) or Company that:

(a) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Corporation or to any of its subsidiaries, other than services provided in relation to a Distribution (as such term is defined in the policies of the TSXV);

(b) provides the services under a written contract between the Corporation or any of its subsidiaries and the individual or the Corporation, as the case may be; and

(c) in the reasonable opinion of the Corporation, spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or of any of its subsidiaries.

"**Consultant Company**" means a Consultant that is a Company.

"**Corporation**" means Parvis Invest Inc., a corporation incorporated under the laws of Canada, and any successor thereto as provided in Article 15 herein.

"**Deferred Share Unit**" means an Award denominated in units that provides the holder thereof with a right to receive, in the Committee's discretion, Shares or cash equal to the value of the vested Shares upon settlement of the Award, granted under Article 8 herein and subject to the terms of this Plan.

"**Director**" means any individual who is a director (as defined under Securities Laws) of the Corporation or of any of its subsidiaries.

"**Discounted Market Price**" shall have the meaning ascribed thereto in Policy 1.1.

"**Dividend Equivalent**" means a right with respect to an Award to receive cash, Shares or other property equal in value and form to dividends declared by the Board and paid with respect to outstanding Shares. 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 Committee shall determine.

"**Employee**" means:

(a) an individual who is considered an employee of the Corporation or of its subsidiary under the ITA and for whom income tax, employment insurance and Canada Pension Plan deductions must be made at source;

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

(c) an individual who works for the Corporation or its subsidiary on a continuing and regular basis for a minimum amount of time per week (the number of hours should be disclosed in the submission) providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or its subsidiary over the details and methods of work as an employee of the Corporation or of the subsidiary, as the case may be, but for whom income tax deductions are not made at source.

"**Exchange**" means the TSXV or, if at any time the Shares are not listed and posted for trading on the TSXV, shall be deemed to mean such other stock exchange or trading platform upon which the Shares trade and which has been designated by the Committee.

"**Fiscal Year**" means the Corporation's fiscal year commencing on January 1 and ending on December 31 or such other fiscal year as approved by the Board.

"**FMV**" means, unless otherwise required by any applicable provision of the Code or any regulations thereunder or by any applicable accounting standard for the Corporation's desired accounting for Awards or by the rules of the Exchange, a price that is determined by the Committee, provided that, unless otherwise determined by the Board, such price cannot be less than the greater of (i) the volume weighted average trading price of the Shares on the Exchange for the five trading days immediately prior to the grant date, (ii) the closing price of the Shares on the Exchange on the trading day immediately prior to the grant date or (iii) the closing price of the Shares on the Exchange on the grant date.

"**Insider**" shall have the meaning ascribed thereto in Policy 1.1.

"**Investor Relations Activities**" shall have the meaning ascribed thereto in Policy 1.1.

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

"**Issued Shares**" means, at any time, the number of Shares that are then issued and outstanding on a non- diluted basis and, in the discretion of the Exchange, may include a number of securities of the Corporation, other than Security Based Compensation, warrants and convertible debt, that are convertible into Shares.

"**ITA**" means the *Income Tax Act* (Canada) and the regulations adopted thereunder, as amended from time to time.

"**Material Information**" means a Material Fact and/or Material Change as such terms are defined by applicable Securities Laws and Exchange policies.

"**Management Company Employee**" means an individual employed by a Company providing management services to the Corporation, which services are required for the ongoing successful operation of the business enterprise of the Corporation.

"**Net Exercise**" has the meaning given to it in Section 6.6(b).

"**Officer**" means an officer (as defined under Securities Laws) of the Corporation or of any of its subsidiaries.

"**Option**" means the conditional right to purchase Shares at a stated Option Price for a specified period of time subject to the terms of this Plan.

"**Option Price**" means the price at which a Share may be purchased by a Participant pursuant to an Option, as determined by the Committee.

"**Participant**" means a Director, Officer, Employee, Management Company Employee or Consultant that is the recipient of an Award granted or issued by the Corporation.

"**Performance Goal**" means a performance criterion selected by the Committee for a given Award.

"**Performance Period**" means the period of time during which the assigned performance criteria must be met in order to determine the degree of payout and/or vesting with respect to an Award, as set out in the applicable Award Agreement.

"**Performance Share Unit**" means an Award granted under Article 9 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.

"**Period of Restriction**" means the period when an Award of Restricted Share Units 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 Committee, in its discretion, as set out in the applicable Award Agreement.

"**Person**" shall have the meaning ascribed to such term in Section 1(1) of the Securities Act.

"**Policy 1.1**" means Policy 1.1 – *Interpretation* of the TSXV.

"**Policy 4.4**" means Policy 4.4 – *Security Based Compensation* of the TSXV.

"**Restricted Share Unit**" means an Award denominated in units subject to a Period of Restriction, with a right to receive, in the Committee's discretion, Shares or cash equal to the FMV of the vested Shares upon settlement of the Award, granted under Article 7 herein and subject to the terms of this Plan.

"**Securities Act**" means the *Securities Act* (Ontario), as may be amended from time to time.

"**Securities Laws**" 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 Corporation.

"**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.

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

"**Successor Entity**" has the meaning ascribed thereto under subsection (c) of the definition of Change of Control.

"**Termination Date**" means, unless otherwise determined by the Committee, in the case of a Participant whose employment or term of office or engagement with the Corporation or an Affiliate terminates (i) by reason of the Participant's death, the date of death; or (ii) for any reason whatsoever other than death, including but not limited to disability and termination with or without cause, the date of the Participant's last day actively at work for or actively engaged by the Corporation or the Affiliate, as the case may be; and for greater certainty "Termination Date" in any such case specifically does not mean the date on which any period of contractual notice or reasonable notice that the Corporation or the Affiliate, as the case may be, may be required at law to provide to a Participant would expire.

"**Trading Day**" means a day when trading occurs through the facilities of the Exchange.

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

"**Voting Securities**" shall mean any securities of the Corporation ordinarily carrying the right to vote at elections of Directors and any securities immediately convertible into or exchangeable for such securities.

"**VWAP**" means the volume weighted average trading price of the Corporation's 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.

ARTICLE 3
ADMINISTRATION

3.1 General.

The Committee shall be responsible for administering the Plan. The Committee may employ attorneys, consultants, accountants, agents and other individuals, any of whom may be an Employee, and the Committee, the Corporation, and its Officers and Directors shall be entitled to rely upon the advice, opinions or valuations of any such persons. All actions taken and all interpretations and determinations made by the Committee shall be final, conclusive and binding upon the Participants, the Corporation, and all other interested parties.

3.2 Authority of the Committee.

The Committee shall have full and exclusive discretionary power to interpret the terms and the intent of the Plan and any Award Agreement or other agreement ancillary to or in connection with the Plan, to determine eligibility for Awards, and to adopt such rules, regulations and guidelines for administering the Plan as the Committee may deem necessary or proper. Such authority shall include, but not be limited to, selecting Award recipients, establishing all Award terms and conditions, including grant, exercise price, issue price and vesting terms, determining Performance Goals applicable to Awards and whether such Performance Goals have been achieved, making adjustments under Section 4.10 and, subject to Article 13, adopting modifications and amendments, or subplans to the Plan or any Award Agreement, including, without limitation, any that are necessary or appropriate to comply with the laws or compensation practices of the jurisdictions in which the Corporation and Affiliates operate.

3.3 Delegation.

The Committee may delegate to one or more of its members any of the Committee's administrative duties or powers as it may deem advisable; provided, however, that any such delegation must be permitted under applicable corporate law.

ARTICLE 4
SHARES SUBJECT TO THE PLAN AND MAXIMUM AWARDS

4.1 Number of Shares Available for Awards.

The Plan is a "rolling up to 10% and fixed up to 10%" Security Based Compensation Plan, as defined in Policy 4.4. The Plan is a: (a) "rolling" plan pursuant to which the number of Shares that are issuable pursuant to the exercise of Options granted hereunder shall not exceed 10% of the Issued Shares as at the date of any Option grant, and (b) "fixed" plan under which the number of Shares that are issuable pursuant to all Awards other than Options granted hereunder and under any other Security Based Compensation Plan of the Corporation, in aggregate is a maximum of 2,677,173 Shares, in each case, subject to adjustment as provided in Section 4.10 herein.

4.2 Specific Allocations.

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

4.3 Limits for Individuals.

Unless the Corporation has obtained the requisite disinterested shareholder approval pursuant to Policy 4.4, the maximum aggregate number of 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 Issued Shares, calculated as at the date any Security Based Compensation is granted or issued to the Person, except that securities that are expressly permitted and accepted by the Exchange for filing under Part 6 of Policy 4.4 shall not be included in calculating this 5% limit.

4.4 Limits for Consultants.

The maximum aggregate number of Shares that are issuable pursuant to all Security Based Compensation granted or issued in any 12 month period to any one Consultant must not exceed 2% of the Issued Shares, 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 Policy 4.4 shall not be included in calculating this 2% limit.

4.5 Limits for Investor Relations Service Providers.

(a) Investor Relations Service Providers may not receive any Award other than Options.

(b) The maximum aggregate number of Shares that are issuable pursuant to all Options granted in any 12 month period to all Investor Relations Service Providers in aggregate shall not exceed 2% of the Issued Shares, calculated as at the date any Option is granted to any such Investor Relations Service Provider.

(c) Options granted to any Investor Relations Service Provider shall vest in stages 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;

(iv) the remainder of the Options vest no sooner than 12 months after the Options were granted; and

(v) no acceleration of the vesting provisions of the Options granted to Investor Relations Service Provider is allowed without prior Exchange acceptance.

4.6 Minimum Price for Security Based Compensation other than Options.

Where the value of an Award other than Options is initially tied to market price, the applicable market price shall be determined by the Committee and shall be specified in the Award Agreement, and shall not be less than the FMV. A minimum price cannot be established unless the Awards are allocated to particular Persons.

4.7 Hold Period and Escrow.

All Awards and Shares issuable thereunder are subject to any applicable resale restrictions under Securities Laws and the Exchange Hold Period (as defined in the policies of the TSXV), and shall have affixed thereto any legends required under Securities Laws and the policies of the Exchange.

4.8 Other Restrictions.

The Plan is subject to the following provisions:

(a) 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; provided, other than an accrual of dividends accepted by the Exchange;

(b) all Awards are non-assignable and non-transferable;

(c) the maximum aggregate number of Shares that are issuable pursuant to all Security Based Compensation granted or issued to Insiders (as a group) shall not exceed 10% of the Issued Shares at any point in time (unless the Corporation has obtained the requisite disinterested shareholder approval pursuant to Section 5.3 of Policy 4.4);

(d) the maximum aggregate number of Shares that are issuable pursuant to all Security Based Compensation granted or issued in any 12 month period to Insiders (as a group) shall not exceed 10% of the Issued Shares, calculated as at the date any Security Based Compensation is granted or issued to

any Insider (unless the Corporation has obtained the requisite disinterested shareholder approval pursuant to Section 5.3 of Policy 4.4);

(e) 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;

(f) for Awards granted or issued to Employees, Consultants or Management Company Employees, the Corporation 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

(g) 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.

4.9 Blackout Periods.

Notwithstanding the expiry date, redemption date or settlement date of any Award, such expiry date, redemption date or settlement date, as applicable, of the Award shall be extended to the tenth business day following the last day of a Blackout Period if the expiry date would otherwise occur in a Blackout Period. The following requirements are applicable to any such automatic extension provision:

(a) the Blackout Period must be formally imposed by the Corporation 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 to be permitted where the Participant or the Corporation is subject to a cease trade order (or similar order under Securities Laws) in respect of the Corporation's securities; and

(c) the automatic extension is available to all eligible Participants under the Plan under the same terms and conditions.

4.10 Adjustments in Authorized Shares.

Subject to the approval of the Exchange, where applicable, in the event of any corporate event or transaction (collectively, a "**Corporate Reorganization**") (including, but not limited to, a change in the Shares or the capitalization of the Corporation) such as a merger, arrangement or amalgamation that does not constitute a Change of Control under Article 12, 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 Corporation, 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 Corporation, or any similar corporate event or transaction, the Committee shall make or provide for such adjustments or substitutions, as applicable, in the number and kind of Shares that may be issued under the Plan, the number and kind of Shares subject to outstanding Awards, the Option Price or FMV applicable to outstanding Awards, the number of 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, unless otherwise determined by the Board. In connection with a Corporate Reorganization, the Committee shall have the discretion to permit a holder of Options to purchase (at the times, for the consideration, and subject to the terms and conditions set out in this Plan) and the holder will then accept on the exercise of such Option, in lieu of the Shares that such holder would otherwise have been entitled to purchase, the kind and amount of shares or other securities or property that such holder would have been entitled to receive as a result of the Corporate Reorganization if, on the effective date thereof, that holder had owned all Shares that were subject to the Option. Such adjustments shall be made automatically, without the necessity of Committee action, on the customary arithmetical basis in the case of any stock split, including a stock split effected by means of a stock dividend, and in the case of any other dividend paid in Shares.

The Committee may also, in its sole discretion, 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 Committee 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, including but not limited to the Exchange, or market upon which such Shares are listed or traded.

Subject to the provisions of Article 11 and any applicable law or regulatory requirement, without affecting the number of Shares reserved or available hereunder, the Committee 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 Committee 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.

ARTICLE 5
ELIGIBILITY AND PARTICIPATION

5.1 Eligibility.

Only a Director, Officer, Employee, Management Company Employee or Consultant of the Corporation or of any of its subsidiaries is eligible to participate in the Plan. 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 Participant is a Company, excluding Participants that are Consultant Companies, it must provide the Exchange with a completed Certification and Undertaking Required from a Company Granted Security Based Compensation in the form of Appendix "A" to Form 4G - *Summary Form – Security Based Compensation*, as provided for in Policy 4.4. Any Company to be granted an Award, other than a Consultant Company, must agree not to effect or permit any transfer of ownership or option of securities of the Company or to issue further shares of any class in the Company to any other individual or entity as long as the Security Based Compensation remains outstanding, except with the prior written consent of the TSXV.

5.2 Actual Participation.

Subject to the provisions of the Plan, the Committee may, from time to time, in its sole discretion select from among eligible Directors, Officers, Employees, Management Company Employees and Consultants of the Corporation 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.

ARTICLE 6
STOCK OPTIONS

6.1 Grant of Options.

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

6.2 Additional Terms for Options.

The following provisions apply to all Option Awards:

(a) Options can be exercisable for a maximum of 10 years from the date of grant, subject to extension where the expiry date falls within a Blackout Period, as provided for in Section 4.9; and

(b) disinterested shareholder approval pursuant to Policy 4.4 shall be obtained for any reduction in the exercise price of an Option, or the extension of the term of an Option, if the Participant is an Insider of the Corporation at the time of the proposed amendment.

6.3 Award Agreement.

Each Option grant shall be evidenced by an Award Agreement that shall specify the Option Price, the duration of the Option, the number of Shares to which the Option pertains, the conditions upon which an Option shall become vested and exercisable, and any such other provisions as the Committee shall determine.

6.4 Option Price.

The Option Price for each grant of an Option under this Plan shall be determined by the Committee and shall be specified in the Award Agreement. The minimum exercise price of an Option shall be equal to the Discounted Market Price. A minimum exercise price cannot be established unless the Options are allocated to particular Persons.

6.5 Duration of Options.

Subject to Section 4.9 and Section 6.2(a), each Option granted to a Participant shall expire at such time as the Committee shall determine at the time of grant.

6.6 Exercise of Options.

Options granted under this Article 6 shall be exercisable at such times and on the occurrence of such events, and be subject to such restrictions and conditions, as the Committee shall in each instance approve, which need not be the same for each grant or for each Participant. Without limiting the foregoing, the Committee may, in its sole discretion, permit the exercise of an Option through either:

(a) a cashless exercise (a "**Cashless Exercise**") mechanism, whereby the Corporation has an arrangement with a brokerage firm pursuant to which the brokerage firm:

(i) agrees to loan money to a Participant to purchase the Shares underlying the Options to be exercised by the Participant;

(ii) then sells a sufficient number of Shares to cover the exercise price of the Options in order to repay the loan made to the Participant; and

(iii) receives an equivalent number of Shares from the exercise of the Options and the Participant receives the balance of Shares pursuant to such exercise, or the cash proceeds from the sale of the balance of such Shares (or in such other portion of Shares and cash as the broker and Participant may otherwise agree); 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 Corporation does not receive any cash from the exercise of the subject Options, and instead the Participant receives only the number of underlying 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 Shares and the exercise price of the subject Options; by

(ii) the VWAP of the underlying Shares.

6.7 Payment.

Options granted under this Article 6 shall be exercised by the delivery of a notice of exercise to the Corporation or an agent designated by the Corporation in a form specified

or accepted by the Committee, or by complying with any alternative procedures which may be authorized by the Committee, setting forth the number of Shares with respect to which the Option is to be exercised, accompanied by full payment for the Shares. Subject to Section 6.6, the Option Price upon exercise of any Option shall be payable to the Corporation in full either: (a) by certified cheque or wire transfer; or (b) by any other method approved or accepted by the Committee in its sole discretion subject to the rules of the Exchange and such rules and regulations as the Committee may establish. Subject to Section 6.8 and any governing rules or regulations, as soon as practicable after receipt of a notification of exercise and full payment for the Shares, the Shares in respect of which the Option has been exercised shall be issued as fully-paid and non-assessable shares of the Corporation. As of the business day the Corporation receives such notice and such payment, the Participant (or the person claiming through him, as the case may be) shall be entitled to be entered on the share register of the Corporation as the holder of the number of Shares in respect of which the Option was exercised and to receive as promptly as possible thereafter a certificate or evidence of book entry representing the said number of Shares. The Corporation shall cause to be delivered to or to the direction of the Participant Share certificates or evidence of book entry Shares in an appropriate amount based upon the number of Shares purchased under the Option(s) as soon as reasonably practicable following the issuance of such Shares.

6.8 Restrictions on Share Transferability.

The Committee may impose such restrictions on any 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 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 Shares are listed and/or traded.

6.9 Death and Termination of Employment.

(a) Death: Unless otherwise determined by the Committee, if a Participant dies while an Employee, Director of, or Consultant to, the Corporation or an Affiliate:

(i) the executor or administrator of the Participant's estate may exercise Options of the Participant equal to the number of Options that were exercisable at the Termination Date;

(ii) the right to exercise such Options terminates on the earlier of: (i) the date that is 12 months after the Termination Date; and (ii) the date on which the exercise period of the particular Option expires. Any Options held by the Participant that are not yet vested at the Termination Date immediately expire and are cancelled and forfeited to the Corporation on the Termination Date; and

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

(b) Termination of Employment: Except as may otherwise be set out in a Participant's employment agreement (which shall have paramountcy over this clause) or as otherwise determined by the Committee, 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) including disability, then:

(i) other than where the Participant is terminated for Cause, any Options held by the Participant that are exercisable at the Termination Date continue to be exercisable by the Participant until the earlier of:

(A) the date that is three months after the Termination Date; and

(B) the date on which the exercise period of the particular Option expires, except as otherwise provided in the Participant's employment contract or such date as is otherwise determined by the Board. Notwithstanding the foregoing or any term of an employment contract, in no event shall such right extend beyond the Option Period or one year from the Termination Date;

(ii) where the Participant is terminated for Cause, any Options held by the Participant that are exercisable at the Termination Date shall be immediately cancelled and forfeited to the Corporation on the Termination Date for no consideration;

(iii) any Options held by the Participant that are not yet vested at the Termination Date immediately expire and are cancelled and forfeited to the Corporation on the Termination Date;

(iv) the eligibility of a Participant to receive further grants under the Plan ceases as of the date that the Corporation or an Affiliate, as the case may be, 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; and

(v) notwithstanding 6.9(b)(i) and 6.9(b)(ii) above, unless the Committee, in its sole discretion, otherwise determines, at any time and from time to time, Options are not affected by a change of employment arrangement within or among the Corporation or an

Affiliate for so long as the Participant continues to be an employee of the Corporation or an Affiliate.

6.10 Non-transferability of Options.

An Option granted under this Article 6 may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution.

ARTICLE 7
RESTRICTED SHARE UNITS

7.1 Grant of Restricted Share Units.

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

7.2 Restricted Share Unit Agreement.

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 Committee 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 Committee may in its sole discretion accelerate the vesting required by this Section 7.2 for a Participant who dies or who ceases to be an eligible Participant under the Plan in connection with a Change of Control.

7.3 Non-transferability of Restricted Share Units.

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 7.7.

7.4 Other Restrictions.

The Committee 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 Shares are listed or traded, or holding requirements or sale restrictions placed on the Shares by the Corporation upon vesting of such Restricted Share Units.

To the extent deemed appropriate by the Committee, the Corporation may retain the certificates representing Shares delivered in settlement of Restricted Share Units, in the Corporation's possession until such time as all conditions and/or restrictions applicable to such Shares have been satisfied or lapse. Restricted Share Units shall be settled through payment in Shares.

7.5 Voting Rights.

A Participant shall have no voting rights with respect to any Restricted Share Units granted hereunder.

7.6 Dividends and Other Distributions.

During the Period of Restriction, Participants holding Restricted Share Units granted hereunder may, if the Committee so determines, be credited with dividends paid with respect to the underlying Shares or Dividend Equivalents while they are so held in accordance with the Plan and otherwise in such a manner determined by the Committee in its sole discretion. Dividend Equivalents shall not apply to an Award unless specifically provided for in the Award Agreement. The Committee may apply any restrictions to the dividends or Dividend Equivalents that the Committee deems appropriate. The Committee, in its sole discretion, may determine the form of payment of dividends or Dividend Equivalents, including cash, Shares and Awards, provided that any Dividend Equivalents paid in the form of additional Awards shall reduce the applicable pool of Shares available for issuance of Awards. Further, any additional Awards 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 Awards to which they relate.

7.7 Death and other Termination of Employment.

(a) Death: Unless otherwise determined by the Committee, if a Participant dies while an Employee, Director of, or Consultant to, the Corporation or an Affiliate:

(i) any Restricted Share Units held by the Participant that have not vested as at the Termination Date shall vest immediately;

(ii) any Restricted Share Units held by the Participant that have vested (including Restricted Share Units vested in accordance with Section 7.7(a)(i)) as at the Termination Date, shall be paid to the Participant's estate in accordance with the terms of the Plan and Award Agreement;

(iii) any settlement or redemption of any vested Restricted Share Units shall occur within 12 months following the Termination Date; and

(iv) such Participant's eligibility to receive further grants of Restricted Share Units under the Plan ceases as of the Termination Date.

(b) Termination other than Death: Unless otherwise determined by the Committee, 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) including disability, then:

(i) any Restricted Share Units held by the Participant that have vested before the Termination Date shall be paid to the Participant, and any Restricted Share Units held by the Participant that are not yet vested at the Termination Date will be immediately cancelled and forfeited to the Corporation on the Termination Date;

(ii) the eligibility of a Participant to receive further grants under the Plan ceases as of the date that the Corporation or an Affiliate 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 7.7(b)(i), unless the Committee, in its sole discretion, otherwise determines, at any time and from time to time, Restricted Share Units are not affected by a change of employment arrangement within or among the Corporation or an Affiliate for so long as the Participant continues to be an employee of the Corporation or an Affiliate;

(iv) other than where the Participant is terminated for Cause, any settlement or redemption of any Restricted Share Units shall occur within three months following the Termination Date; and

(v) where the Participant is terminated for Cause, any Restricted Share Units held by the Participant shall be immediately cancelled and forfeited to the Corporation on the Termination Date for no consideration.

7.8 Payment in Settlement of Restricted Share Units.

When and if Restricted Share Units become payable, the Participant issued such units shall be entitled to receive payment from the Corporation in settlement of such units of, in the Committee's discretion, cash or Shares (issued from treasury) of equivalent value (based on the FMV, as defined in the Award Agreement at the time of grant or thereafter by the Committee).

ARTICLE 8
DEFERRED SHARES UNITS

8.1 Grant of Deferred Share Units.

Subject to the terms and conditions of the Plan, the Committee, at any time and from time to time, may grant Deferred Share Units to Participants in such amounts and upon such terms as the Committee shall determine, provided that, (i) no Deferred Share Unit shall vest earlier than one year after the date of grant, except that the Committee 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, and (ii) any settlement or redemption of any vested Deferred Share Units shall only occur after the Termination Date.

8.2 Deferred Share Unit Agreement.

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 Committee 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 Shares are listed or traded, or holding requirements or sale restrictions placed on any Shares by the Corporation upon vesting of such Deferred Share Units.

8.3 Non-transferability of Deferred Share Units.

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.

8.4 Termination of Employment, Consultancy or Directorship.

Each applicable 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 Corporation or Affiliates. Such provisions shall be determined in the sole discretion of the Committee, 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 vested Deferred Share Units shall occur within one year following the Termination Date. Notwithstanding the foregoing, in the event the Participant is terminated for Cause, all vested and unvested Deferred Share Units shall be immediately cancelled and forfeited to the Corporation on the Termination Date for no consideration, unless otherwise determined by the Committee on or before the Termination Date.

8.5 Dividends and Other Distributions.

Participants holding outstanding Deferred Share Units granted hereunder may, if the Committee so determines, be credited with dividends paid with respect to the underlying Shares or Dividend Equivalents while they are so held in accordance with the Plan and otherwise in such a manner determined by the Committee in its sole discretion. Dividend Equivalents shall not apply to an Award unless specifically provided for in the Award Agreement. The Committee may apply any restrictions to the dividends or Dividend Equivalents that the Committee deems appropriate. The Committee, in its sole discretion, may determine the form of payment of dividends or Dividend Equivalents, including cash, Shares and Awards, provided that any Dividend Equivalents paid in the form of additional Awards shall reduce the applicable pool of Shares available for issuance of Awards. Further, any additional Awards 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 Awards to which they relate.

ARTICLE 9
PERFORMANCE SHARE UNITS

9.1 Grant of Performance Share Units.

Subject to the terms and conditions of the Plan, the Committee, at any time and from time to time, may grant Performance Share Units to Participants in such amounts and upon such terms as the Committee shall determine, provided that, no Performance Share Units shall vest earlier than one year after the date of grant, except that the Committee may in its sole discretion accelerate the vesting required by this Section 9.1 for a Participant who dies or who ceases to be an eligible Participant under the Plan in connection with a Change of Control.

9.2 Value of Performance Share Units.

Each Performance Share Unit shall have an initial value equal to the FMV of a Share on the date of grant. The Committee shall set performance criteria 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 Committee and set forth in the Award Agreement, the value and/or number of each Performance Share Unit that will be paid to the Participant.

9.3 Earning of Performance Share Units.

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 have been achieved. Notwithstanding the foregoing, the Corporation shall have the ability to require the Participant to hold any Shares received pursuant to such Award for a specified period of time.

9.4 Form and Timing of Payment of Performance Share Units.

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

9.5 Dividends and Other Distributions.

During the Period of Restriction, Participants holding Performance Share Units granted hereunder may, if the Committee so determines, be credited with dividends paid with respect to the underlying Shares or Dividend Equivalents while they are so held in accordance with the Plan and otherwise in such a manner determined by the Committee in its sole discretion. Dividend Equivalents shall not apply to an Award unless specifically provided for in the Award Agreement. The Committee may apply any restrictions to the dividends or Dividend Equivalents that the Committee deems appropriate. The Committee, in its sole discretion, may determine the form of payment of dividends or Dividend Equivalents, including cash, Shares and Awards, provided that any Dividend Equivalents paid in the form of additional Awards shall reduce the applicable pool of Shares available for issuance of Awards. Further, any additional Awards 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 Awards to which they relate.

9.6 Death and other Termination of Employment.

(a) Death: Unless otherwise determined by the Committee, if a Participant dies while an Employee, Director of, or Consultant to, the Corporation or an Affiliate:

(i) the number of Performance Share Units held by the Participant that have not vested shall be adjusted as set out in the applicable Award Agreement (collectively referred to in this Section 9.6 as "**Deemed Awards**");

(ii) any Deemed Awards shall vest immediately;

(iii) any Performance Share Units held by the Participant that have vested (including Deemed Awards vested in accordance with Section 9.6(a)(ii)) shall be paid to the Participant's estate in accordance with the terms of the Plan and Award Agreement;

(iv) any settlement or redemption of any Performance Share Units shall occur within 12 months following the Termination Date; and

(v) such Participant's eligibility to receive further grants of Performance Share Units under the Plan ceases as of the Termination Date.

(b) Termination other than Death: Unless otherwise determined by the Committee, 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) including disability, then:

(i) any Performance Share Units held by the Participant that have vested before the Termination Date shall be paid to the Participant in accordance with the terms of the Plan and Award Agreement, and any Performance Share Units held by the Participant that are not yet vested at the Termination Date will be immediately cancelled and forfeited to the Corporation on the Termination Date;

(ii) the eligibility of a Participant to receive further grants under the Plan ceases as of the date that the Corporation or an Affiliate 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 Committee, in its sole discretion, otherwise determines, at any time and from time to time, Performance Share Units are not affected by a change of employment arrangement within or among the Corporation or an Affiliate for so long as the Participant continues to be an employee of the Corporation or an Affiliate;

(iv) other than where the Participant is terminated for Cause, any settlement or redemption of any Performance Share Units shall occur within three months following the Termination Date; and

(v) where the Participant is terminated for Cause, any Performance Share Units held by the Participant shall be immediately cancelled and forfeited to the Corporation on the Termination Date for no consideration.

9.7 Non-transferability of Performance Share Units.

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 10
BENEFICIARY DESIGNATION

10.1 Beneficiary.

A Participant's "beneficiary" is the person or persons entitled to receive payments or other benefits or exercise rights that are available under the Plan in the event of the

Participant's death. A Participant may designate a beneficiary or change a previous beneficiary designation at such times as prescribed by the Committee and by using such forms and following such procedures approved or accepted by the Committee for that purpose. If no beneficiary designated by the Participant is eligible to receive payments or other benefits or exercise rights that are available under the Plan at the Participant's death, the beneficiary shall be the Participant's estate.

10.2 Discretion of the Committee.

Notwithstanding the provisions above, the Committee may, in its discretion, after notifying the affected Participants, modify the foregoing requirements, institute additional requirements for beneficiary designations, or suspend the existing beneficiary designations of living Participants or the process of determining beneficiaries under this Article 10, or both, in favor of another method of determining beneficiaries.

ARTICLE 11
RIGHTS OF PERSONS ELIGIBLE TO PARTICIPATE

11.1 Employment.

Nothing in the Plan or an Award Agreement shall interfere with or limit in any way the right of the Corporation or an Affiliate to terminate any Participant's employment, consulting or other service relationship with the Corporation or an Affiliate at any time, nor confer upon any Participant any right to continue in the capacity in which he or she is employed or otherwise serves the Corporation or an Affiliate.

Neither an Award nor any benefits arising under this Plan shall constitute part of an employment or service contract with the Corporation or an Affiliate, and, accordingly, subject to the terms of this Plan, this Plan may be terminated or modified at any time in the sole and exclusive discretion of the Committee or the Board without giving rise to liability on the part of the Corporation or an Affiliate for severance payments or otherwise, except as provided in this Plan.

For purposes of the Plan, unless otherwise provided by the Committee, a transfer of employment of a Participant between the Corporation and an Affiliate or among Affiliates, shall not be deemed a termination of employment. The Committee may provide in a Participant's Award Agreement or otherwise the conditions under which a transfer of employment to an entity that is spun off from the Corporation or an Affiliate shall not be deemed a termination of employment for purposes of an Award.

11.2 Participation.

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.

11.3 Rights as a Shareholder.

A Participant shall have none of the rights of a shareholder with respect to Shares covered by any Award until the Participant becomes the record holder of such Shares.

ARTICLE 12
CHANGE OF CONTROL

12.1 Accelerated Vesting and Payment.

Subject to the provisions of Section 12.2, or as otherwise provided in the Plan or the Award Agreement, and subject to the policies of the Exchange, in the event of a Change of Control, the Committee shall have the discretion to deal with any or all outstanding Awards (or any portion thereof) in the manner it deems fair and reasonable in the circumstances of the Change of Control. Without limiting the generality of the foregoing, in connection with a Change of Control, the Committee shall have the right to unilaterally, among other things:

(a) cancel any outstanding Awards, and determine that the value of such Awards, as determined by the Committee in accordance with the terms of the Plan and the Award Agreements, shall be paid out in cash in an amount based on the Change of Control Price within a reasonable time subsequent to the Change of Control, subject to the approval of the Exchange;

(b) cancel any unvested Options (or any portions thereof) without payment of any kind to any Participant;

(c) accelerate the vesting of outstanding Awards (or any portion thereof) to provide that, notwithstanding the vesting schedule or any other provision of an Award Agreement relating to the vesting of Awards, such outstanding Awards shall be fully vested upon (or prior to) the completion of the Change of Control. If the Committee elects to accelerate the vesting of any Options, the Committee may determine that if any of such Options are not exercised within ten days following the Corporation giving notice to the Option holders thereof, such unexercised Options shall terminate and expire immediately prior to the completion of the proposed Change of Control; or

(d) take such other actions, and combinations of the foregoing actions or any other actions permitted under this Section 12.1, as it deems fair and reasonable under the circumstances.

12.2 Alternative Awards.

Notwithstanding Section 12.1, no cancellation, acceleration of vesting, lapsing of restrictions or payment of an Award shall occur with respect to any Award if the Committee determines, in its sole discretion, prior to the occurrence of a Change of Control that such Award shall be honored or assumed, or new rights substituted therefor (with such honored, assumed or substituted Award hereinafter referred to as an "**Alternative Award**") by any successor to the Corporation or an Affiliate as described in Article 15; provided, however, that any such Alternative Award must:

(a) be based on stock which is traded on a recognized stock exchange;

(b) provide such Participant with rights and entitlements substantially equivalent to or better than the rights, terms and conditions applicable under such Award, including, but not limited to, an identical or better exercise or vesting schedule (including vesting upon termination of employment) and identical or better timing and methods of payment;

(c) recognize, for the purpose of vesting provisions, the time that the Award has been held prior to the Change of Control;

(d) provide for similar eligibility requirements for such Alternative Award as provided for in the Plan; and

(e) have substantially equivalent economic value to such Award (determined prior to the time of the Change of Control).

ARTICLE 13
AMENDMENT, MODIFICATION, SUSPENSION AND TERMINATION

13.1 Amendment, Modification, Suspension and Termination.

(a) Except as set out in clause (b) below, and as otherwise provided by law or Exchange rules, the Committee or Board may, at any time and from time to time, alter, amend, modify, suspend or terminate the Plan or any Award in whole or in part without notice to, or approval from, shareholders of the Corporation, including, but not limited to, for the purposes of:

(i) making any amendments to the general vesting provisions of any Award;

(ii) making any amendments to the general term of any Award subject to Section 6.2(b);

(iii) making any amendments to add covenants or obligations of the Corporation for the protection of Participants;

(iv) making any amendments not inconsistent with the Plan as may be necessary or desirable with respect to matters or questions which, in the good faith opinion of the Board, it may be expedient to make, including amendments that are desirable as a result of changes in law or as a “housekeeping” matter; or

(v) making such changes or corrections which are required for the purpose of curing or correcting any ambiguity or defect or inconsistent provision or clerical omission or mistake or manifest error.

(b) The following amendments to the Plan shall require the prior approval of the Corporation's shareholders and is subject to the prior Exchange approval, where applicable, other than, in respect of the amendments contemplated under Sections 13.1(b)(i)-(iii) below, those carried out pursuant to Section 4.10 hereof:

(i) a reduction in the Option Price of a previously granted Option benefitting an Insider of the Corporation or one of its Affiliates;

(ii) any amendment or modification which would increase the total number of Shares available for issuance under the Plan;

(iii) an increase to the limit on the number of Shares issued or issuable under the Plan to Insiders of the Corporation;

(iv) an extension of the expiry date of an Option other than as otherwise permitted hereunder in relation to a Blackout Period or otherwise;

(v) an extension in the expiry date of an Option issued to an Insider of the Corporation or one of its Affiliates; or

(vi) any amendment to the amendment provisions of the Plan under this Section 13.1.

13.2 Adjustment of Awards Upon the Occurrence of Unusual or Nonrecurring Events.

Subject to the approval of the Exchange, the Committee may make adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of unusual or nonrecurring events in addition to the events described in Section 4.10 hereof affecting the Corporation or the financial statements of the Corporation or of changes in applicable laws, regulations or accounting principles, whenever the Committee determines that such adjustments are appropriate in order to prevent unintended dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan.

The determination of the Committee as to the foregoing adjustments, if any, shall be conclusive and binding on Participants under the Plan.

13.3 Awards Previously Granted.

Notwithstanding any other provision of the Plan to the contrary, no termination, amendment, suspension or modification of the Plan shall adversely affect in any material way any Award previously granted under the Plan, without the written consent of the Participant holding such Award.

ARTICLE 14
WITHHOLDING

14.1 Withholding.

The Corporation or any Affiliate shall have the power and the right to deduct or withhold, or require a Participant to remit to the Corporation or any Affiliate, an amount sufficient to satisfy federal, provincial, municipal, state and local taxes, domestic or foreign, required by law or regulation to be withheld with respect to any taxable event arising from or as a result of this Plan or any Award hereunder. The Committee may provide for Participants to satisfy withholding requirements by having the Corporation withhold and sell Shares or the Participant making such other arrangements, including the sale of Shares, in either case on such conditions as the Committee specifies.

14.2 Acknowledgement.

Participant acknowledges and agrees that the ultimate liability for all taxes legally payable by Participant is and remains Participant's responsibility and may exceed the amount actually withheld by the Corporation. Participant further acknowledges that the Corporation: (a) makes no representations or undertakings regarding the treatment of any taxes in connection with any aspect of this Plan; and (b) does not commit to and is under no obligation to structure the terms of this Plan to reduce or eliminate Participant's liability for taxes or achieve any particular tax result. Further, if Participant has become subject to tax in more than one jurisdiction, Participant acknowledges that the Corporation may be required to withhold or account for taxes in more than one jurisdiction.

It is the Participant's responsibility to ensure that they adhere to tax legislation in their jurisdiction regarding the reporting of taxable benefits derived from the exercise or settlement of an Award.

ARTICLE 15
SUCCESSORS

Rights and obligations under the Plan may be assigned by the Corporation (without the consent of Participants) to a successor in the business of the Corporation, any company resulting from any amalgamation, reorganization, combination, merger or arrangement of the Corporation, or any company acquiring all or substantially all of the assets or business of the Corporation. Any obligations of the Corporation or an Affiliate under the Plan with respect to Awards granted hereunder shall be binding on any successor to the Corporation or Affiliate, respectively, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation or otherwise, of all or substantially all of the businesses and/or assets of the Corporation or Affiliate, as applicable.

ARTICLE 16
GENERAL PROVISIONS

16.1 Forfeiture Events.

Without limiting in any way the generality of the Committee's power to specify any terms and conditions of an Award consistent with law, and for greater clarity, the Participant's rights, payments and benefits with respect to an Award shall, at the sole discretion of the Committee, be subject to reduction, cancellation, forfeiture of any vested and unvested Awards or recoupment of any payments or settlements made in the current Fiscal Year or immediately prior Fiscal Year (provided such determination is made within 45 days of the end of that Fiscal Year) upon the occurrence of certain specified events, in addition to any otherwise applicable vesting or performance conditions of an Award. Such specified events shall include, but shall not be limited to, any of: (a) the Participant's failure to accept the terms of the Award Agreement, violation of material Corporation and Affiliate policies, breach of non-competition, confidentiality, non-solicitation, non-interference, corporate property protection or other agreements that may apply to the Participant, or other conduct by the Participant that is detrimental to the business or reputation of the Corporation and Affiliates; (b) the Participant's misconduct, fraud, gross negligence; and (c) the restatement of the financial statements of the Corporation that resulted in Awards which should not have vested, settled, or been paid had the original financial statements been properly stated. Except as expressly otherwise provided in this Plan or an Award Agreement, the termination and the expiry of the period within which an Award will vest and may be exercised by a Participant shall be based upon the last day of actual service by the Participant to the Corporation and specifically does not include any period of notice that the Corporation may be required to provide to the Participant under applicable employment law.

16.2 Legend.

The certificates for Shares may include any legend that the Committee deems appropriate to reflect any restrictions on transfer of such Shares.

16.3 Delivery of Title.

The Corporation shall have no obligation to issue or deliver evidence of title for Shares issued under the Plan prior to:

(a) obtaining any approvals from governmental agencies or securities exchanges, including but not limited to the Exchange, that the Corporation determines are necessary or advisable; and

(b) completion of any registration or other qualification of the Shares under any applicable law or ruling of any governmental body or securities exchange, including but not limited to the Exchange, that the Corporation determines to be necessary or advisable.

16.4 Investment Representations.

The Committee may require each Participant receiving Shares pursuant to an Award under this Plan to represent and warrant in writing that the Participant is acquiring the Shares for investment and without any present intention to sell or distribute such Shares.

16.5 Uncertificated Shares.

To the extent that the Plan provides for issuance of certificates to reflect the transfer of Shares, the transfer of such Shares may be effected on a non-certificated basis to the extent not prohibited by applicable law or the rules of any applicable stock exchange.

16.6 Unfunded Plan.

Participants shall have no right, title or interest whatsoever in or to any investments that the Corporation or an Affiliate may make to aid it in meeting its obligations under the Plan. Nothing contained in the Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind, or a fiduciary relationship between the Corporation or an Affiliate and any Participant, beneficiary, legal representative or any other person. Awards shall be general unsecured obligations of the Corporation, except that if an Affiliate executes an Award Agreement instead of the Corporation the Award shall be a general unsecured obligation of the Affiliate and not any obligation of the Corporation. To the extent that any individual acquires a right to receive payments from the Corporation or an Affiliate, such right shall be no greater than the right of an unsecured general creditor of the Corporation or Affiliate, as applicable. All payments to be made hereunder shall be paid from the general funds of the Corporation or Affiliate, as applicable, and no special or separate fund shall be established and no segregation of assets shall be made to assure payment of such amounts except as expressly set forth in the Plan.

16.7 No Fractional Shares.

No fractional Shares shall be issued or delivered pursuant to the Plan or any Award Agreement. In such an instance, unless the Committee determines otherwise, fractional Shares and any rights thereto shall be forfeited or otherwise eliminated.

16.8 Other Compensation and Benefit Plans.

Nothing in this Plan shall be construed to limit the right of the Corporation or an Affiliate to establish other compensation or benefit plans, programs, policies or arrangements. Except as may be otherwise specifically stated in any other benefit plan, policy, program or arrangement, no Award shall be treated as compensation for purposes of calculating a Participant’s rights under any such other plan, policy, program or arrangement.

16.9 No Constraint on Corporate Action.

Nothing in this Plan shall be construed (i) to limit, impair or otherwise affect the Corporation's or an Affiliate's right or power to make adjustments, reclassifications, reorganizations or changes in its capital or business structure, or to merge or consolidate, or dissolve, liquidate, sell or transfer all or any part of its business or assets, or (ii) to limit the right or power of the Corporation or an Affiliate to take any action which such entity deems to be necessary or appropriate.

16.10 Compliance with Canadian Securities Laws.

All Awards and the issuance of Shares underlying such Awards issued pursuant to the Plan will be issued pursuant to an exemption from the prospectus requirements of Canadian securities laws where applicable.

ARTICLE 17
LEGAL CONSTRUCTION

17.1 Gender and Number.

Except where otherwise indicated by the context, any masculine term used herein also shall include the feminine, the plural shall include the singular, and the singular shall include the plural.

17.2 Severability.

In the event any provision of this Plan shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Plan, and the Plan shall be construed and enforced as if the illegal or invalid provision had not been included.

17.3 Requirements of Law.

The granting of Awards and the issuance of Shares under the Plan shall be subject to all applicable laws, rules and regulations, and to such approvals by any governmental agencies or securities exchanges as may be required. The Corporation or an Affiliate shall receive the consideration required by law for the issuance of Awards under the Plan. The inability of the Corporation or an Affiliate to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Corporation or an Affiliate to be necessary for the lawful issuance and sale of any Shares hereunder, shall relieve the Corporation or Affiliate of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained.

17.4 Governing Law.

The Plan and each Award Agreement shall be governed by the laws of the Province of Ontario excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of the Plan to the substantive law of another jurisdiction.

17.5 Compliance with Section 409A of the Code.

(a) To the extent the Plan is applicable to a particular Participant subject to the Code, it is intended that this Plan and any Awards made hereunder shall not provide for the payment of "deferred compensation" within the meaning of Section 409A of the Code or shall be structured in a manner and have such terms and conditions that would not cause such a Participant to be subject to taxes and interest pursuant to Section 409A of the Code. This Plan and any Awards made hereunder shall be administrated and interpreted in a manner consistent with this intent.

(b) To the extent that any amount or benefit in favour of a Participant who is subject to the Code would constitute "deferred compensation" for purposes of Section 409A of the Code would otherwise be payable or distributable under this Plan or any Award Agreement by reason of the occurrence of a Change of Control or the Participant's disability or separation from service, such amount or benefit will not be payable or distributable to the Participant by reason of such circumstance unless: (i) the circumstances giving rise to such Change of Control, disability or separation from service meet the description or definition of "change in control event," "disability," or "separation from service," as the case may be, in Section 409A of the Code and applicable proposed or final treasury regulations thereunder, and (ii) the payment or distribution of such amount or benefit would otherwise comply with Section 409A of the Code and not subject the Participant to taxes and interest pursuant to Section 409A of the Code. This provision does not prohibit the vesting of any Award or the vesting of any right to eventual payment or distribution of any amount or benefit under this Plan or any Award Agreement.

(c) The Committee shall use its reasonable discretion to determine the extent to which the provisions of this Section 17.5 will apply to a Participant who is subject to taxation under the ITA.

APPENDIX B
BOARD COMPOSITION RESOLUTION

The text of the Board Composition Resolution which the Shareholders will be asked to pass at the Meeting is as follows:

BE IT RESOLVED, AS AN ORDINARY RESOLUTION, THAT:

1. The number of directors to be elected at the Corporation's annual general and special meeting of Shareholders on December 3, 2026 be and is hereby fixed at seven (7) members, and the board of directors of the Corporation be and is hereby empowered to determine the number of directors of the Corporation hereafter from time to time, by resolution of the board of directors; and

2. Any one director or officer of the Corporation be and is hereby authorized and directed to do all such acts and things, and to execute and deliver, under the corporate seal of the Corporation or otherwise, all such deeds, documents, instruments and assurances, as in his or her opinion may be necessary or desirable to give effect to the foregoing resolution.

APPENDIX C
ELECTION OF DIRECTORS RESOLUTION

The text of the Election of Directors Resolution which the Shareholders will be asked to pass at the Meeting is as follows:

BE IT RESOLVED, AS AN ORDINARY RESOLUTION, THAT:

1. Drew Green, David Michaud, Jas Bagry, Tirta Liu, Kyle Pulis, Noah Murad and Jeff McCann are hereby elected as directors of the Corporation to hold office until the next annual general meeting of the shareholders or until a successor is appointed; and

2. Any one director or officer of the Corporation be and is hereby authorized and directed to do all such acts and things, and to execute and deliver, under the corporate seal of the Corporation or otherwise, all such deeds, documents, instruments and assurances, as in his or her opinion may be necessary or desirable to give effect to the foregoing resolutions.

APPENDIX D
APPOINTMENT OF AUDITOR RESOLUTION

The text of the Auditors Resolution which the Shareholders will be asked to pass at the Meeting is as follows:

BE IT RESOLVED, AS AN ORDINARY RESOLUTION, THAT:

1. The re-appointment of MNP LLP as auditors of the Corporation and the Board is authorized to fix their remuneration for the ensuing year be and is hereby approved; and

2. Any one director or officer of the Corporation be and is hereby authorized and directed to do all such acts and things, and to execute and deliver, under the corporate seal of the Corporation or otherwise, all such deeds, documents, instruments and assurances, as in his or her opinion may be necessary or desirable to give effect to the foregoing resolution.

APPENDIX E
APPROVAL OF OMNIBUS PLAN RESOLUTION

The text of the approval of the Omnibus Plan Resolution which the Shareholders will be asked to pass at the Meeting is as follows:

BE IT RESOLVED, AS AN ORDINARY RESOLUTION, THAT:

1. The approval of the Omnibus Plan of the Corporation for the ensuing year be and is hereby approved; and

2. Any one director or officer of the Corporation be and is hereby authorized and directed to do all such acts and things, and to execute and deliver, under the corporate seal of the Corporation or otherwise, all such deeds, documents, instruments and assurances, as in his or her opinion may be necessary or desirable to give effect to the foregoing resolution.

APPENDIX F
BOARD OF DIRECTORS MANDATE

Purpose

The main responsibility of the board of directors (the "**Board**") of Parvis Invest Inc. (the "**Company**") is to oversee the management of the business and affairs of the Company. In carrying out its duties and responsibilities and discharging its obligations, the Board will, directly and through its committees, provide direction to management to pursue the best interests of the Company.

Composition & Qualifications

(i) The composition of the Board and qualifications of its members is determined based on applicable legal requirements and best practices as determined by the Board.

(ii) Directors must have complementary knowledge, skills and expertise, including appropriate representation of financial industry and risk management skills, to enable them to positively contribute to the achievement of the Company's corporate objectives.

(iii) The Board of Directors Policies and Procedures, as approved from time to time by the Board, serves as a guide to determining the composition of the Board and qualifications of its members, including its representation of women and minorities.

Process & Operations

1. Meetings

(i) The Board meets at least four times per year based on a Board pre-approved calendar.

(ii) At each meeting, the members of the Board will meet privately for an in-camera session without the presence of management.

(iii) The members of the Board may meet members of management in private after each meeting or with any other employees of the Company, as deemed appropriate.

(iv) A quorum at any meeting shall be a simple majority of the members of the Board of Directors.

2. Duties & Responsibilities

(i) Approves, at least annually, the strategic plan and the corporate objectives of the Company and oversees their execution. This oversight includes reviewing and approving all major strategy and policy recommendations and monitoring the

Company's performance against the strategic plan using appropriate metrics and milestones.

(ii) Reviews the opportunities and risks of the Company's annual plan and, if deemed advisable, approves such plan, including the budget for the following year.

(iii) The Board performs periodic reviews of the approved strategy and reviews and discusses results at each of its quarterly meetings to ensure attainment of key objectives and prompt realignment, if judged appropriate.

(iv) Reviews and approves material transactions and reorganizations, such as dispositions, corporate reorganizations, alliances and financing transactions.

(v) Oversees the identification and monitoring of the principal risks affecting the Company's business. Ensures that the Company practices effective risk management programs and pursues activities that are within the risk tolerance of the Company and that risk management activities have sufficient independence, status and visibility.

(vi) Evaluates and approves the Company's material policies.

(vii) Oversees the Company's policies and strategies with respect to liquidity, funding and capital management and provides advice and guidance to management on the effectiveness of such policies and strategies.

3. Ethics, Compliance and Corporate Governance

(i) Sets the tone for the integrity, ethics and compliance culture throughout the Company and ensures that the appropriate structures and programs are in place to meet and maintain the highest rules of ethics, compliance and conduct.

(ii) Develops the Company's approach to corporate governance and its corporate governance principles.

(iii) To support the Company's corporate governance objectives, the Board ensures that the Directors, the CEO, the Oversight Functions and other executives demonstrate suitability and integrity in line with the high ethical values of the Company and foster a culture of integrity throughout the Company.

(iv) Reviews management reports regarding important developments in the relationship between the Company and key regulators, including the British Columbia Securities Commission ("**BCSC**"), and Financial Transactions and Reports Analysis Centre of Canada ("**FINTRAC**").

(v) Reviews the Company's procedures to monitor its Related Party Transactions and approves permitted Related Party Transactions.

(vi) Ensures that there are appropriate procedures in place for the identification and resolution of conflicts of interest.

(vii) Oversees and monitors the Company's environmental, social and governance ("ESG") and corporate social responsibility initiatives, including with respect to diversity.

(viii) Oversees and approves the Company's codes of ethics and conduct.

4. Board of Directors Structure and Composition

(i) Ensures that its own structure and composition are in compliance with applicable legislation and best practices, as determined by the Board, and reviews the size, composition and policies of the Board and its committees with a view to the effectiveness, contribution, skills, suitability, integrity and independence of the Board and of all the directors.

(ii) Establishes the appropriate policies and procedures to enable the Board, its committees and individual directors to function independently of management.

(iii) On an annual basis, the Board undertakes a self-assessment to evaluate the effectiveness of the Board and committee practices, periodically with the assistance of external advisors.

(iv) Identifies potential new Board members and implements and reviews the nomination process for new Board members.

(v) Provides orientation for new directors and continuing education opportunities to all Board members.

5. Financial Reporting, Public Disclosure and Internal Controls

(i) Reviews and approves the Company's significant disclosure documents including financial statements and related financial information and oversees the Company's compliance with applicable audit, accounting, and reporting requirements.

(ii) Ensures that the Company adopts appropriate policies and procedures that provide for timely and accurate disclosure to regulators, shareholders, employees, and the public, that meet all applicable legal and regulatory requirements and that facilitate feedback from stakeholders and shareholder engagement.

(iii) Oversees and monitors the integrity and effectiveness of the Company's internal controls and management information systems. The Board also reviews management's assertions on internal controls and disclosure control procedures.

(iv) Appoints, subject to approval by shareholders, and terminates, if applicable, the external auditor.

6. Committees of the Board and Delegation

(i) The Board has established the Audit Committee, and will review the establishment of other committees on a per needed basis.

(ii) The Board has approved mandates for each Board committee. Such mandates will be reviewed annually and approved by the Board.

(iii) The Board has delegated for approval or review the matters set out in each Board committee's mandate to that committee.

The Board may designate a sub-committee or individual(s) to review any matter the Board can delegate by law.

7. Board Mandate Review

On an annual basis, the Board reviews this mandate and approves such changes as are necessary.

APPENDIX G
AUDIT COMMITTEE CHARTER

Mandate

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

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

Composition

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

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

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

Meetings

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

Responsibilities and Duties

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

Documents/Reports Review

(a) Review and update this Charter annually.

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

External Auditors

(a) Review annually, the performance of the external auditors who shall be ultimately accountable to the Board of Directors and the Audit Committee as representatives of the shareholders of the Company.

(b) Obtain annually, a formal written statement of external auditors setting forth all relationships between the external auditors and the Company, consistent with Independence Standards Board Standard 1.

(c) Review and discuss with the external auditors any disclosed relationships or services that may impact the objectivity and independence of the external auditors.

(d) Take, or recommend that the full Board of Directors take, appropriate action to oversee the independence of the external auditors.

(e) Recommend to the Board of Directors the selection and, where applicable, the replacement of the external auditors nominated annually for shareholder approval.

(f) At each meeting, consult with the external auditors, without the presence of management, about the quality of the Company's accounting principles, internal controls and the completeness and accuracy of the Company's financial statements.

(g) Review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the present and former external auditors of the Company.

(h) Review with management and the external auditors the audit plan for the year-end financial statements and intended template for such statements.

(i) Review and pre-approve all audit and audit-related services and the fees and other compensation related thereto, and any non-audit services, provided by the Company's external auditors. The pre-approval requirement is waived with respect to the provision of non-audit services if:

i. the aggregate amount of all such non-audit services provided to the Company constitutes not more than five percent of the total amount of revenues paid by the Company to its external auditors during the fiscal year in which the non-audit services are provided;

ii. such services were not recognized by the Company at the time of the engagement to be non-audit services; and

iii. such services are promptly brought to the attention of the Audit Committee by the Company and approved prior to the completion of the audit by the Audit Committee or by one or more members of the Audit Committee who are members of the Board of Directors to whom authority to grant such approvals has been delegated by the Audit Committee.

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

Financial Reporting Processes

(a) In consultation with the external auditors, review with management the integrity of the Company's financial reporting process, both internal and external.

(b) Consider the external auditors' judgments about the quality and appropriateness of the Company's accounting principles as applied in its financial reporting.

(c) Consider and approve, if appropriate, changes to the Company's auditing and accounting principles and practices as suggested by the external auditors and management.

(d) Review significant judgments made by management in the preparation of the financial statements and the view of the external auditors as to appropriateness of such judgments.

(e) Following completion of the annual audit, review separately with management and the external auditors any significant difficulties encountered during the course of the audit, including any restrictions on the scope of work or access to required information.

(f) Review any significant disagreement among management and the external auditors in connection with the preparation of the financial statements.

(g) Review with the external auditors and management the extent to which changes and improvements in financial or accounting practices have been implemented.

(h) Review any complaints or concerns about any questionable accounting, internal accounting controls or auditing matters.

(i) Review certification process.

(j) Establish a procedure for the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters.

Other

Review any related-party transactions.