



**NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS**  
**AND**  
**AMENDED AND RESTATED MANAGEMENT INFORMATION CIRCULAR**

Date and Time: June 27, 2025 at 11:00 a.m. (Vancouver time)

Place: virtually, at <https://lu.ma/hodpu4ot>

May 12, 2025

*These materials are important and require your immediate attention. They require shareholders of NFT Technologies Inc. to make important decisions. If you are in doubt as to how to make such decisions, please contact your financial, legal or other professional advisors. If you have any questions or require more information with regard to your shares, please contact NFT Technologies Inc.*

This amended and restated management information circular replaces and supersedes the previously filed management information circular on May 12, 2025 to reflect the addition of a voting item to the meeting agenda, specifically to fix the number of directors at four (4). This amended and restated management information circular is unchanged in all other respects.

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## ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS TO BE HELD ON June 27, 2025

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TO: The shareholders of NFT Technologies Inc. (the "**Company**")

NOTICE IS HEREBY GIVEN that our annual general and special meeting of shareholders will be held virtually at <https://lu.ma/hodpu4ot>, on June 27, 2025, at 11:00 a.m. (Vancouver time) (the "**Meeting**"), for the following purposes:

1. **Appointment of Auditor:** to appoint CAN Partners LLP as auditors of the Company and to authorize the board of directors of the Company to fix their remuneration;
2. **Number of Directors:** to fix the number of directors at four (4);
3. **Election of Directors:** to elect directors for the Company for the ensuing year as set forth in the Company's Management Information Circular (the "**Information Circular**");
4. **Corporate Continuance:** to consider, and if deemed advisable, pass with or without modification, a special resolution authorizing and approving the Company's continuation from a corporation organized under the *Business Corporations Act (British Columbia)* to a corporation organized under the *Business Corporations Act (Ontario)*;
5. **Stock Consolidation:** to consider and, if deemed advisable, to approve with or without modification, a special resolution to approve the consolidation of all the issued and outstanding common shares of the Company on the basis of one (1) post-consolidation common share for up to twenty (20) pre-consolidation common shares, or such lesser number of pre-consolidation common shares that the directors in their discretion may determine, subject to the approval of applicable regulatory authorities (the "**Consolidation**"), and further authorizing the directors in their sole discretion when and if to effect the Consolidation, in each case without requirement for further approval, ratification or confirmation by shareholders, as more particularly described in the accompanying Information Circular; and
6. **Other Business:** to transact such other business as may properly come before the Meeting and any adjournment(s) or postponement(s) thereof.

The Company's board of directors has fixed May 12, 2025, as the record date for the determination of shareholders entitled to notice of and to vote at the Meeting and at any adjournment(s) or postponement(s) thereof. Each registered holder of common shares in the capital of the Company at the close of business on that date is entitled to such notice and to vote at the Meeting in the circumstances set out in the Information Circular. Please retain the proxy or voting instruction form accompanying this Notice of Meeting as another will not be sent.

Registered Shareholders are entitled to vote at the Meeting in person or by proxy. Registered Shareholders who are unable to attend the Meeting, or any adjournment(s) or postponement(s) thereof, are requested to complete, sign, date and return the proxy accompanying this Notice of Meeting in accordance with the instructions set out therein and in the Information Circular. A proxy will not be valid unless it is received by Olympia Trust Company, PO Box 128, STN M, Calgary, AB, Canada T2P 2H6 by 11:00 a.m. (Vancouver time) on June 25, 2025, or not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time fixed for the Meeting or any adjournment(s) or postponement(s) thereof.

The chairman of the Meeting has the discretion to accept proxies received after that time. Registered shareholders of the Company may also vote their proxies via telephone or the internet in accordance with the instructions provided in the proxy. Non-registered Shareholders who received a voting instruction form accompanying this Notice of Meeting through a broker or other intermediary must deliver the voting instruction form in accordance with the instructions provided by such intermediary. Failure to do so may result in your shares not being eligible to be voted by proxy at the Meeting. Non-registered Shareholders must make additional arrangements through such intermediary to vote in person at the Meeting.

**Shareholders are reminded to review the Meeting Materials prior to voting.**

DATED at Vancouver, British Columbia, Canada, as of May 12, 2025.

**BY ORDER OF THE BOARD OF DIRECTORS**

(signed) "Wayne Lloyd"

Wayne Lloyd

Executive Chairman and Director



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## MANAGEMENT INFORMATION CIRCULAR

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**May 12, 2025**

This Management Information Circular ("**Information Circular**") is being furnished to holders ("**Shareholders**") of common shares ("**Shares**") in the capital of NFT Technologies Inc. (the "**Company**") in connection with the solicitation of proxies by the board of directors and management of the Company for use at the annual general and special meeting to be held virtually at 11:00 a.m. (Vancouver time) on June 27, 2025, and any adjournment(s) or postponement(s) thereof (the "**Meeting**") for the purposes set forth in the Notice of Meeting dated May 12, 2025 (the "**Notice of Meeting**"), which accompanies and is part of this Information Circular.

The information contained in this Information Circular is given as of May 12, 2025, unless otherwise indicated. All dollar amounts set forth in this Information Circular are expressed in Canadian dollars, unless otherwise indicated.

### VOTING INFORMATION

#### Solicitation of Proxies

The solicitation of proxies by management of the Company will be conducted by mail, and may be supplemented by telephone or other personal contact, and such solicitation will be made without special compensation granted to the directors, officers and employees of the Company. The Company does not reimburse Shareholders, nominees or agents for costs incurred in obtaining, from the principals of such persons, authorization to execute forms of proxy, except that the Company has requested brokers and nominees who hold stock in their respective names to furnish this Information Circular and related proxy materials to their customers, and the Company will reimburse such brokers and nominees for their related out of pocket expenses. No solicitation will be made by specifically engaged employees or soliciting agents. The cost of solicitation will be borne by the Company.

No person has been authorized to give any information or to make any representation other than as contained in this Information Circular in connection with the solicitation of proxies. If given or made, such information or representations must not be relied upon as having been authorized by the Company. The delivery of this Information Circular shall not create, under any circumstances, any implication that there has been no change in the information set forth herein since the date of this Information Circular. This Information Circular does not constitute the solicitation of a proxy by anyone in any jurisdiction in which such solicitation is not authorized, in which the person making such solicitation is not qualified to do so, or to anyone to whom it is unlawful to make such an offer of solicitation.

#### Record Date

The board of directors of the Company (the "**Board**") has set the close of business on May 12, 2025, as the record date (the "**Record Date**") for determining which Shareholders of the Company shall be entitled to receive notice of and to vote at the Meeting. Only Shareholders of record ("**Registered Shareholders**") as of the Record Date are entitled to receive notice of and to vote at the Meeting.

## **Advance Notice Policy**

The Board has adopted an Advance Notice Policy which contains certain advance notice provisions with respect to the election of directors (the "**Advance Notice Provisions**"). The Advance Notice Provisions are intended to: (i) facilitate orderly and efficient annual general meetings or, where the need arises, special meetings; (ii) ensure that all shareholders receive adequate notice of Board nominations and sufficient information with respect to all nominees; and (iii) allow shareholders to register an informed vote. Only persons who are nominated by shareholders in accordance with the Advance Notice Provisions will be eligible for election as directors at the Meeting.

Under the Advance Notice Provisions, shareholders wishing to nominate a director are required to provide notice not less than 30 days prior to the date of the Meeting.

## **Majority Voting Policy**

The Board has adopted a Majority Voting Policy for Election of Directors Policy on January 24, 2022. The nominees for election at the Meeting have subscribed this policy statement. In addition, the Cboe Canada Listing Manual, at Section 10.02(5), requires that each director must be elected by a majority of the votes cast with respect to his election other than at contested meetings. Each nominee must be elected by the vote of a majority of the shares cast at the Meeting. If a nominee receives more "withheld" votes than votes in favour of his election, such director will promptly submit his resignation to the chair of the Board, and the Board will consider the offer of resignation and will determine whether or not to accept it within ninety days following the Meeting.

## **Quorum and Approval**

A quorum of Shareholders is required to transact business at the Meeting. Under the Company's Articles, the quorum for the transaction of business at the Meeting is two persons who are, or who represent by proxy, shareholders who, in the aggregate, hold at least one-twentieth of the total number of issued Shares having voting rights at the Meeting. We require a simple majority (50% plus 1) of the votes cast at the Meeting to approve all items of business, unless otherwise stated.

## **Registered Shareholders and Virtual Meeting**

The Company has determined that it is in the best interest of the Company and its shareholders to hold the Meeting as a completely virtual meeting. The Meeting will be conducted via live audio webcast, where all registered shareholders, or their duly appointed proxyholders, regardless of geographic location, will have an equal opportunity to access the Meeting. Shareholders WILL NOT be able to attend the Meeting in person.

Registered shareholders and duly appointed proxyholders will be able to attend, participate and vote at the Meeting online at:

Web link: <https://lu.ma/hodpu4ot>  
Password: z-2346

The same virtual link will also be available on the Company's website at [www.nfttech.com](http://www.nfttech.com) from 12:00 p.m. (Vancouver Time).

## **Appointment of Proxyholders**

Registered Shareholders are entitled to vote at the Meeting. A Shareholder is entitled to one vote for each Share that such Shareholder held on June 27, 2025, on the resolutions to be voted upon at the Meeting and any other matter to come before the Meeting.

The persons named as proxyholders (the "**Designated Persons**") in the enclosed form of proxy are directors and/or officers of the Company.

A shareholder has the right to appoint a person or corporation (who need not be a Shareholder) to attend and act for or on behalf of that Shareholder at the Meeting, other than the Designated Persons named in the enclosed form of proxy. A Shareholder may exercise this right by striking out the printed names and inserting the name of such other person and, if desired, an alternate to such person, in the blank space provided in the form of proxy. In order to be

voted, the completed form of proxy must be received by the Company, by mail or by hand, to the attention of Olympia Trust Company, PO Box 128, STN M, Calgary, AB, Canada T2P 2H6, by 11:00 a.m. (Vancouver time) on June 25, 2025, or not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time fixed for the Meeting or any adjournment(s) or postponement(s) thereof. The time limit for the deposit of proxies may be waived by the Board at its discretion without notice.

A proxy may not be valid unless it is dated and signed by the Shareholder who is giving it or by that Shareholder's attorney-in-fact duly authorized by that Shareholder in writing or, in the case of a corporation, dated and executed by a duly authorized officer, or attorney-in-fact, for the corporation. If a form of proxy is executed by an attorney-in-fact for an individual Shareholder or joint Shareholders, or by an officer or attorney-in-fact for a corporate Shareholder, the instrument so empowering the officer or attorney-in-fact, as the case may be, or a notarially certified copy thereof, should accompany the form of proxy.

### **Revocability of Proxy**

Any Registered Shareholder who has returned a form of proxy may revoke it at any time before it has been exercised. In addition to revocation in any other manner permitted by law, a form of proxy may be revoked by instrument in writing, including a form of proxy bearing a later date, executed by the Registered Shareholder or by his or her attorney duly authorized in writing or, if the Registered Shareholder is a corporation, under its corporate seal or by a duly authorized officer or attorney thereof. The instrument revoking the form of proxy must be deposited at the same address where the original form of proxy was delivered at any time up to and including the last business day preceding the date of the Meeting, or any adjournment(s) thereof, or with the Chairman of the Meeting on the date of the Meeting but prior to the commencement of the Meeting. A Shareholder who has submitted a form of proxy may also revoke it by attending the Meeting in person (or, if the Shareholder is a corporation, by a duly authorized representative of the corporation attending the Meeting) and registering with the scrutineer thereat as a Registered Shareholder present in person, whereupon such form of proxy shall be deemed to have been revoked. A revocation of a proxy will not affect a matter on which a vote is taken before the revocation.

### **Voting of Shares and Proxies and Exercise of Discretion by Designated Persons**

A Shareholder may indicate the manner in which the Designated Persons are to vote with respect to a matter to be voted upon at the Meeting by marking the appropriate space on the form of proxy. If the instructions as to voting indicated in the proxy are certain, the Shares represented by the form of proxy will be voted or withheld from voting in accordance with the instructions given in the form of proxy. If the Shareholder specifies a choice in the form of proxy with respect to a matter to be acted upon, then the Shares represented will be voted or withheld from the vote on that matter accordingly. The Shares represented by a form of 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, the Shares will be voted accordingly.

**If no choice is specified in the form of proxy with respect to a matter to be acted upon, the form of proxy confers discretionary authority with respect to that matter upon the Designated Persons named in the form of proxy. It is intended that the Designated Persons will vote the Shares represented by the form of proxy in favour of each matter identified in the form of proxy, including the vote for the election of the nominee(s) to the Board and for the appointment of the independent auditor of the Company.**

The enclosed form of proxy confers discretionary authority upon the persons named therein with respect to other matters which may properly come before the Meeting, including any amendments or variations to any matters identified in the Notice of Meeting, and with respect to other matters which may properly come before the Meeting. At the date of this Information Circular, management of the Company is not aware of any such amendments, variations, or other matters to come before the Meeting.

In the case of abstentions from, or withholding of, the voting of the Shares on any matter, the Shares that are the subject of the abstention or withholding will be counted for the determination of a quorum, but will not be counted as affirmative or negative on the matter to be voted upon.

### **Voting by Non-Registered Holders**

Only Registered Shareholders or duly appointed proxyholders are permitted to vote at the Meeting. Most Shareholders are "non-registered" Shareholders because the 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 (the "**Non-Registered Holder**") but which are registered either: (a) in the name of an intermediary (an "**Intermediary**") that the Non-Registered Holder deals with in respect of the Shares (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators or self-administered RRSPs, RRIFs, RESPs and similar plans); or (b) in the name of a clearing agency (such as CDS Clearing and Depositary Services Inc.) of which the Intermediary is a participant. In accordance with the requirements set out in National Instrument 54-101, the Company has distributed copies of the Meeting Materials and form of proxy to the clearing agencies and Intermediaries for onward distribution to Non-Registered Holders and has posted the Meeting Materials on the Company's website at [www.nfttech.com](http://www.nfttech.com) and under the Company's profile at [www.sedarplus.ca](http://www.sedarplus.ca)

Intermediaries are required to forward the Meeting Materials to Non-Registered Holders unless a Non-Registered Holder has waived the right to receive them. Very often, Intermediaries will use service companies to forward the Meeting Materials to Non-Registered Holders. Generally, Non-Registered Holders who have not waived the right to receive Meeting Materials will either:

- (a) be given a form of proxy which has already been signed by the Intermediary (typically by a facsimile, stamped signature), which is restricted as to the number of Shares beneficially owned by the Non-Registered Holder but which is otherwise not completed. Because the Intermediary has already signed the form of proxy, this form of proxy is not required to be signed by the Non-Registered Holder when submitting the proxy. In this case, the Non-Registered Holder who wishes to submit a proxy should otherwise properly complete the form of proxy and deposit it with the Company as provided above; or
- (b) more typically, be given a voting instruction form which is not signed by the Intermediary, and which, when properly completed and signed by the Non-Registered Holder and returned to the Intermediary or its service company, will constitute voting instructions (often called a "**proxy authorization form**") which the Intermediary must follow. Typically, the proxy authorization form will consist of a one-page pre-printed form. Sometimes, instead of a one-page pre-printed form, the proxy authorization form will consist of a regular printed proxy form accompanied by a page of instructions, which contains a removable label containing a bar-code and other information. In order for the form of proxy to validly constitute a proxy authorization form, the Non-Registered Holder must remove the label from the instructions and affix it to the form of proxy, properly complete and sign the form of proxy and return it to the Intermediary or its service company in accordance with the instructions of the Intermediary or its service company.

In either case, the purpose of this procedure is to permit Non-Registered Holders to direct the voting of the Shares which they beneficially own. Should a Non-Registered Holder who receives one of the above forms wish to vote at the Meeting in person, the Non-Registered Holder should strike out the names of the management proxyholders named in the form and insert the Non-Registered Holder's name in the blank space provided. In either case, Non-Registered Holders should carefully follow the instructions of their Intermediary, including those regarding when and where the proxy or proxy authorization form is to be delivered.

There are two kinds of beneficial owners – those who object to their name being made known to the issuers of securities which they own (called OBOs for Objecting Beneficial Owners) and those who do not object to the issuers of the securities they own knowing who they are (called NOBOs for Non-Objecting Beneficial Owners). Pursuant to National Instrument 54-101, issuers can obtain a list of their NOBOs from Intermediaries for distribution of proxy-related materials directly to NOBOs. Pursuant to National Instrument 54-101, the Company does not intend to pay for Intermediaries to forward the Meeting Materials to Objecting Beneficial Owners. Accordingly, Objecting Beneficial Owners will not receive the Meeting Materials unless the Intermediary holding shares on their behalf assumes the cost of delivery.

**These securityholder materials are being sent to both Registered Shareholders and Non-Registered Holders. If you are a Non-Registered Holder and the Company or its agent has sent these materials directly to you, your name and address and information about your holdings of securities have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding on your behalf.**

## UNITED STATES SHAREHOLDERS

This solicitation of proxies and voting instruction forms involves securities of a company located in Canada and is being effected in accordance with the corporate and securities laws of the province of British Columbia, Canada. The proxy solicitation rules under the United States Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), are not applicable to the Company or this solicitation. Shareholders should be aware that disclosure and proxy solicitation requirements under the securities laws of British Columbia, Canada differ from the disclosure and proxy solicitation requirements under United States securities laws.

The enforcement by shareholders of civil liabilities under United States federal securities laws may be affected adversely by the fact that the Company is incorporated under the *Canada Business Corporations Act*, some 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.

## DEFINITIONS

In this Information Circular, unless otherwise stated:

**"attend"** means, for the Meeting, to attend and participate by internet connection, telephone or other communication medium;

**"Board"** or **"Board of Directors"** means our board of directors.

**"Cboe Canada"** means Cboe Canada Inc.

**"Information Circular"** means this management information circular.

**"Management Proxyholder"** means Wayne Lloyd, the Executive Chairman and a director of NFT Tech.

**"Meeting"** means our annual general and special meeting of Shareholders to be held on June 27, 2025, and any adjournment(s) or postponement(s).

**"NFT Tech"**, the **"Company"**, **"we"**, **"us"** and **"our"** means NFT Technologies Inc., as the context requires.

**"Notice"** means the notice of annual general and special meeting of Shareholders dated April 17, 2025, accompanying this Information Circular.

**"Olympia"** means Olympia Trust Company, our transfer agent.

**"Order"** means (a) a cease trade order; (b) an order similar to a cease trade order; or (c) an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days.

**"Record Date"** means May 12, 2025.

**"Share"** means a common share in the capital of NFT Tech.

**"Shareholder"** means an owner of a Share.

**"\$"** means Canadian dollars and **"US\$"** means United States dollars.

## VOTING AND PROXIES: QUESTIONS AND ANSWERS

**Q: Am I entitled to vote?**

A: You are entitled to vote if you were a Registered Shareholder as of the close of business on May 12, 2025, which we refer to as the Record Date. If you acquire Shares after the close of business on the Record Date, you will not be entitled to vote those Shares at the Meeting.

Each Share entitles the holder to one vote. As at May 12, 2025, there were 105,431,459 Shares issued and outstanding.

**Q: How do I vote?**

A: If you are a Registered Shareholder, you may vote by (1) attending the Meeting and voting, (2) voting your proxy in accordance with the instructions provided in the form of proxy, including via telephone or the internet, or (3) completing and signing a form of proxy appointing someone to represent you and to vote your Shares at the Meeting. Completing, signing and returning a form of proxy will not prevent you from attending the Meeting.

**Q: What if amendments are made to these matters or if other matters are brought before the Meeting?**

A: If you attend the Meeting and are eligible to vote, you may vote on such matters as you choose. If you have completed and returned a proxy in the form enclosed, the person(s) named in it will have discretionary authority with respect to amendments or variations to matters identified in the Notice of Meeting and to other matters which properly come before the Meeting. If any other matter properly comes before the Meeting, the persons so named will vote on it in accordance with their judgment. As of the date of this Information Circular, our management does not know of any such amendment, variation or other matter expected to come before the Meeting.

**Q: Who is soliciting my proxy?**

A: Our management is soliciting your proxy. Solicitation of proxies will be primarily by mail. Proxies may also be solicited personally by our officers at nominal cost. The cost of this solicitation will be borne by us.

**Q: If I deliver a proxy, who will vote for my Shares?**

A: Wayne Lloyd has been named as the Management Proxyholder in the accompanying proxy and will represent the Shareholders at the Meeting that deliver proxies that do not name a different proxyholder.

**You can appoint a person or company other than the Management Proxyholder to represent you at the Meeting. To do so, you must write the name of your chosen proxyholder in the blank space provided in the form of proxy.** It is important to ensure that any other person you appoint as proxyholder will attend the Meeting and is aware that his or her appointment has been made to vote your Shares and that he or she should present himself/herself to a representative of Olympia.

**Q: What if my Shares are registered in more than one name or in the name of my company?**

A: If your Shares are registered in more than one name, all those registered must sign the form of proxy. If your Shares are registered in the name of your company or any name other than yours, we may require that you provide documentation that proves you are authorized to sign the form of proxy.

**Q: What if I plan to attend the Meeting and vote?**

A: If you plan to attend the Meeting and wish to vote your Shares, you do not need to complete or return a form of proxy. Your vote will be taken and counted at the Meeting. Please register with the scrutineer when you log in to the virtual Meeting.

**Q: What happens when I sign and return a form of proxy?**

A: You will have given authority to whoever the proxy appoints as your proxyholder to vote, or withhold from voting, your Shares at the Meeting in accordance with the voting instructions you provide.

**Q: What do I do with my completed form of proxy?**

A: Return it to Olympia at the address set out below so that it arrives no later than 11:00 a.m. (Vancouver time) on June 25, 2025 or, if the Meeting is adjourned or postponed, no later than 48 hours (excluding Saturdays, Sundays and

holidays) before the adjourned or postponed Meeting. The chair of the Meeting has the discretion to accept proxies received after the deadline.

**Q: How will my Shares be voted if my proxy is in the enclosed form with no other person named as proxyholder?**

A: The Management Proxyholder will vote or withhold from voting your Shares in accordance with your instructions.

**In the absence of such instructions, your Shares will be voted FOR the election of the directors nominated by management, FOR the approval of the Company's continuation from BCBCA to OBCA, FOR the stock consolidation, and FOR the appointment of CAN Partners LLP, as auditor.**

**Q: Can I revoke a proxy once it has been given?**

A: Yes. If you are a Registered Shareholder as of the Record Date, you may revoke your proxy with an instrument in writing (which can be another proxy with a later date) and delivered to Endeavor or our registered office, up to and including the last business day preceding the day of the Meeting (or any adjournment(s) or postponement(s)), or to the individual chairing the Meeting prior to the commencement of the Meeting or any adjournment(s) or postponement(s). Any written revocation must be duly executed by you or your attorney authorized in writing or, if you hold your Shares through a company, by an authorized officer.

Please note that your participation in person in a vote by ballot at the Meeting would automatically revoke any proxy you have given in respect of the item of business covered by that vote.

If you are not a Registered Shareholder, you must follow the instructions given to you by your Intermediary to revoke your voting instructions.

**Q: What if I have further questions?**

A: You can contact our transfer agent, Olympia Trust Company, at:

Olympia Trust Company

PO Box 128, STN M, Calgary, AB T2P 2H6

Email: [proxy@olympiatrust.com](mailto:proxy@olympiatrust.com)

Facsimile: (403) 668-8307

## THE MEETING

The following is a summary of certain information contained in this Information Circular concerning the business that will be transacted at the Meeting and the matters that you will be asked to vote on. This summary is not intended to be complete. You should read the entire Information Circular carefully.

### Appointment of Auditors

The Board recommends to the Shareholders that CAN Partners LLP ("CAN") be appointed as the independent auditor of the Company, to hold office until the close of the next annual meeting of the Shareholders or until its successor is appointed, and that the Directors be authorized to fix the remuneration of the auditors. Once CAN is appointed as the independent auditor of the Company, they will audit the consolidated financial statements for the years ended December 31, 2023 and December 31, 2024 and the accompanying auditor's report.

**The Board recommends that you vote FOR the resolution appointing CAN Partners LLP as our auditor and authorizing the Board to fix their remuneration.**

### Fixing the Number of Directors

The Board recommends to the Shareholders to set the number of directors of the Company at four.

**The Board recommends that you vote FOR the resolution to set the number of directors at four.**

### Election of Directors

The Board is recommending electing four persons to the Board. Each of our directors is elected each year at the annual general meeting and holds office until the next annual general meeting, unless that director resigns or until that director sooner ceases to hold office. For further information on each nominee, see the section entitled "Election of Directors".

In accordance with the requirements of Cboe Canada, our Board has adopted a "**Majority Voting Policy**" to the effect that a nominee for election as a director who does not receive a greater number of votes "for" than votes "withheld" with respect to the election of directors by Shareholders shall tender his or her resignation to the Board promptly following the meeting of Shareholders at which the director was elected. Each director of the Company must be elected by a majority of the votes cast with respect to his or her election, other than at contested meetings.

Our Board will consider such offer and make a decision whether to accept it or not. Our Board will promptly accept the resignation unless it determines that there are exceptional circumstances that should delay the acceptance of the resignation or justify rejecting it. Our Board will make its decision and announce it in a press release within 90 days following the meeting of shareholders. A director who tenders a resignation pursuant to the Majority Voting Policy will not participate in any meeting of our Board at which the resignation is considered.

**The Board recommends that you vote FOR all nominees standing for election.**

### Corporate Continuance

The Company is currently incorporated under the province of British Columbia under the BCBCA. The Board proposes to continue the Company to the provincial jurisdiction of Ontario under the OBCA (the "Continuance"). At the Meeting, the Company's shareholders will be asked to consider and, if deemed advisable, pass, with or without variation, a special resolution authorizing the Board, in its sole discretion, to apply for the Continuance (the "Continuance Resolution") and to adopt articles and by-laws which are suitable for an Ontario corporation, but which are similar to the current constating documents of the Company.

**The Board recommends that you vote FOR the Continuance Resolution.**

### Stock Consolidation

The Board recommends to the Shareholders to approve the consolidation of the Company's share capital to facilitate

attracting new equity investment, subject to regulatory approval. The Consolidation will be effected at a ratio of up to one (1) post-consolidation common share for every four (20) pre-consolidation common shares, or such lesser ratio as the Board may determine in its discretion. Following the Consolidation, the Company's issued and outstanding common shares will be reduced from 105,431,459 to approximately 5,271,572. Outstanding stock options and warrants will be adjusted in accordance with the consolidation ratio.

**The Board recommends that you vote FOR the Stock Consolidation.**

## VOTING SECURITIES AND PRINCIPAL HOLDERS

Our authorized capital consists of an unlimited number of Shares and an unlimited number of preferred shares issuable in series. As of the close of business on May 12, 2025, there were a total of 105,431,459 Shares issued and outstanding and no preferred shares issued and outstanding. The Shares are the only shares entitled to be voted at the Meeting. Each Share entitles the holder to one vote. On a show of hands, every person present and entitled to vote at the Meeting will be entitled to one vote. On a ballot, every person present and entitled to vote will be entitled to one vote for each Share held.

### Principal Holders of Shares

To the knowledge of our directors and executive officers, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, Shares carrying 10% or more of the voting rights attached to all of the issued and outstanding Shares as at May 12, 2025.

## ELECTION OF DIRECTORS

The Board is recommending four persons (the "**Nominees**") for election at the Meeting. Each of the four persons whose name appears below is proposed by the Board to be nominated for election as a director of NFT Tech to serve until the next annual general meeting of the Shareholders or until the director sooner ceases to hold office.

The following table sets forth the names and province or state and country of residence of the Nominees, all offices of NFT Tech now held by the Nominees, the period of time for which each Nominee has been a director of NFT Tech and the number of Shares, warrants exercisable into Shares ("**Warrants**") and stock options to purchase Shares ("**Options**"), issued and outstanding under the Company's amended and restated long-term performance incentive plan dated effective January 14, 2022, as ratified and approved by the Shareholders at a special meeting held on May 12, 2022 and amended by the Board on September 12, 2022 (the "**LTIP**"), beneficially owned by the Nominees, directly or indirectly, or over which each Nominee exercises control or direction, as at the date hereof:

Name, Province or State and Country of Residence	Current Position(s) with NFT Tech	Director Since	Securities Held (#)
Wayne Lloyd British Columbia, Canada	Executive Chairman and Director	March 18, 2021	Shares: 7,591,668 Warrants: nil Options: 696,000
Curt Marvis California, United States	Director	June 21, 2021	Shares: nil Warrants: nil Options: 696,000
Jeremy Gardner Florida, United States	Director	June 21, 2021	Shares: 1,500,000 Warrants: nil Options: 696,000
Kelly Allin <sup>(1)(2)</sup> Ontario, Canada	Director	October 29, 2021	Shares: nil Warrants: nil Options: 696,000

Notes:

- (1) Member of the Audit Committee.
- (2) Chair of the Audit Committee.

The following sets out the profiles of our Nominees for election at the Meeting:

**Wayne Lloyd, Executive Chairman and Director.** Mr. Lloyd is a CFA Charter holder based in Vancouver, British Columbia. Mr. Lloyd acted as a portfolio manager and has served as investor, board member and advisor to several technology and fintech startups, including the Company and SecFi, a financial services company connecting institutional investors to late-stage startups. He serves as CEO of Shiftcarbon, Inc. (CSE:SHFT) and is a founding board member of Airbeam Wireless Technologies Inc. and the founder of Consensus Core Technologies Inc., where he acts as an accelerator for rapid growth.

**Curt Marvis, Director.** Mr. Marvis is a Los Angeles-based, internationally-recognized digital media pioneer and entrepreneur. He is a recipient of the MTV lifetime achievement award and has served on numerous boards including CinemaNow, JumpTV (formerly NeuLion, TSX:NLN, OTC:NEUL), and QYOU (TSXV:QYOU, OTC:QYOUF). He is presently the CEO and Co-Founder of QYOU Media, Inc., a Los Angeles, Mumbai and Toronto-based business focused in India and the United States on the curation, production and distribution of social video and influencer driven short form content. Mr. Marvis previously served as President of Digital Media at Lionsgate Entertainment (NYSE:LGF.A), where he helped guide the Corporation's broad spectrum of digital distribution agreements. Additionally, while at Lionsgate Mr. Marvis successfully launched original content channels, series and games in partnership with YouTube and Hulu. Prior to joining Lionsgate, Mr. Marvis was Co-Founder and CEO of CinemaNow, a recognized innovator in streaming entertainment technology and distribution. Mr. Marvis also served as President of publicly-held game developer 7th Level where he helped lead their successful restructuring into delivery of web-based technology applications with partners including Microsoft and Bandai. Mr. Marvis also co-founded and served as CEO of The Company, an award winning and highly successful production company for music videos, concerts and commercials. He graduated with honors from UCLA with a BFA in Motion Picture and Television Production.

**Kelly Allin, Director.** Mr. Allin is an experienced advisor, consultant and commercial leader with experience in finance and risk management, combining a track record of leadership success, business management and corporate governance. Mr. Allin spent 15 years as a Deloitte Audit Partner, where he was the Independence Leader, and lead partner for many large complex audits, including projects subject to Sarbanes-Oxley requirements. He spent much of his time overseeing teams in emerging markets of Baku, Azerbaijan and Moscow, Russia. In addition, Mr. Allin has served as CFO and Finance Director for both public and private companies. He graduated with a Bachelor of Commerce from the University of Calgary in 1992, and earned his Chartered Accountant designation with the Canadian Institute of Chartered Professional Accountants in 1995, and is currently a member of CPA Ontario and CPA Alberta.

**Jeremy Gardner, Director.** Mr. Gardner is currently CEO of MadeMan, a men's skincare startup, the managing partner at Ausum Ventures, the only hybrid venture and hedge fund comprised of early-stage start-ups and crypto-assets for social good, and managing partner at Mystic Ventures, a fund focused on psychedelic medicine. Mr. Gardner founded Blockchain Education Network in 2014 while attending the University of Michigan, which has become a renowned global educational nonprofit organization. He left his studies at the University of Michigan to co-found Augur, the decentralized prediction market platform, and led their initial coin offering, the first ever on Ethereum and first "utility token" and "DeFi" application. In 2016, he founded SAAVHA, a corporate cybersecurity company, while working as an entrepreneur-in-residence at Blockchain Capital, where he sourced over a half dozen investments for their Fund II and helped structure the firm's landmark security token initial coin offering (ticker: BCAP). Mr. Gardner has served as the founding editor-in-chief of Distributed magazine. He advises startups in the industry and is often cited in the press surrounding blockchain technology.

#### **Cease Trade Orders, Bankruptcies, Penalties or Sanctions**

Other than as set out below, no nominee as at the date of this Information Circular, or has been within ten years before the date of this Information Circular, a director, chief executive officer or chief financial officer of any company (including the Company) that

- was subject to an Order that was issued while the Nominee was acting in the capacity as director, chief executive officer or chief financial officer, or
- was subject to an Order that was issued after the Nominee ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

Wayne Lloyd is currently the CEO of Shiftcarbon Inc. On May 5, 2023, the Ontario Securities Commission issued Shiftcarbon Inc. a Cease Trade Order. As at the date of this Information Circular, the Cease Trader Order has not been revoked.

None of the Nominees:

- is, as at the date of this Information Circular, or has been within the ten years before the date of this Information Circular, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets;
- has, within the ten years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the Nominee;
- 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 Nominee.

## MANAGEMENT CONTRACTS

To the best of the knowledge of our directors and executive officers, our management functions are not, to any substantial degree, performed by any person other than our directors and executive officers.

## APPROVAL OF CONTINUANCE

The Company is currently organized and existing under the *Business Corporations Act (British Columbia)*. The Company wishes to continue from the Province of British Columbia to the Province of Ontario for corporate and administrative reasons.

The Company is seeking Shareholder approval at the Meeting to consider and, if deemed advisable, approve a special resolution authorizing the Board, in its sole discretion, to apply for continuance out of the Province of British Columbia under the provisions of the BCBCA into the Province of Ontario under the provisions of the *Business Corporations Act (Ontario)* (the “Continuance”) and to ratify, confirm and approve the repeal and replacement of the existing articles of the Company (“Articles”) with the adoption of a new general by-laws of the Company following the Continuance relating generally to the conduct of the business and affairs of the Company under the OBCA (“By-Law No. 1”), in the form attached hereto as Schedule “D”.

By-Law No. 1 is standard in its form and governs all aspects of the business and affairs of the Company, such as the establishment of a quorum for meetings of directors and Shareholders, the conduct of such meeting, signing authorities, the nomination of directors, the appointment of officers, the description of the officers’ duties, the establishment of committees of the Board, the authority of persons to contract on behalf of the Company and similar matters. Shareholders are urged to review the By-Law No. 1 in its entirety.

The Board and Management believe it is in the best interest of the Company to complete the Continuance as a substantial amount of the operations of the Company are performed in the Province of Ontario and the Company’s CEO and CFO are in the Province of Ontario.

## Introduction

The Continuance, if approved, will affect a change in the legal domicile of the Company as of the effective date and time thereof and will affect certain of the rights of Shareholders as they currently exist under the BCBCA. Management is of the view that the OBCA will provide to Shareholders substantively the same rights as are available to Shareholders under the BCBCA, including rights of dissent and appraisal and rights to bring derivative actions and

oppression actions, and is consistent with corporate legislation in most other Canadian jurisdictions, and that Shareholders will not be adversely affected by the Continuance.

Upon the Continuance becoming effective, Shareholders will continue to hold one Common Share for each Common Share currently held. The principal attributes of the Common Shares after Continuance will be identical to the corresponding Common Shares prior to the Continuance other than differences in shareholders' rights under the OBCA and BCBCA. The directors and officers of the Company immediately following the Continuance will be identical to the directors and officers of the Company immediately prior to the Continuance. As of the effective date of the Continuance, the election, duties, resignations and removal of the Company's directors and officers shall be governed by the OBCA, proposed articles of continuance under the OBCA, and ByLaw No.1, if adopted. By-Law No.1 will replace the current Articles of the Company.

## **Procedure**

Under the BCBCA, in order to affect the Continuance of the Company from British Columbia into Ontario, the Company must obtain the approval of its Shareholders by way of special resolution under the BCBCA, being a resolution passed by not less than two-thirds of the votes cast in person or by Proxy at the Meeting.

The Company must also make a written application to the Registrar of Companies appointed under the BCBCA (the "Registrar of Companies") for consent to continue. If the special resolution approving the Continuance (the "Continuance Resolution") is approved at the Meeting, it is proposed the Company shall apply to and file all necessary documentation with the Registrar of Companies for authorization to continue into Ontario. Immediately following receipt of the authorization of the Registrar of Companies, it is proposed that the Company shall apply for a certificate of continuance under section 180 of the OBCA (the "Certificate of Continuance") and file Articles of Continuance of the Company which comply with the provisions of the OBCA. Upon the issuance of a Certificate of Continuance by the director appointed under the OBCA (the "Director"), the Continuance will become effective, whereupon the Company will become subject to the OBCA, as if it had been incorporated under the OBCA, and the Articles of Continuance will be deemed to be the Articles of Incorporation of the Company.

Shareholders will be asked to consider, and if deemed appropriate, to pass, with or without variation, the Continuance Resolution authorizing the Board, in its sole discretion, to apply for a continuance application with each of the Registrar of Companies and Director as required in connection with the Continuance and approve the form of Articles of Continuance. The Continuance will affect certain rights of Shareholders as they currently exist under the BCBCA and Shareholders should consult their legal advisors regarding the implications of the Continuance which may be of particular importance to them.

If the Continuance Resolution is approved by Shareholders, then the Company may complete the Continuance no later than a date to be determined by the Board before the three year anniversary of the date of the Meeting.

The Articles of Continuance will constitute the governing instrument of the continued Company under the OBCA and the Certificate of Continuance issued by the Director will be deemed to be the certificate of incorporation of the continued Company. Upon the Articles of Continuance becoming effective, the Company becomes a corporation to which the OBCA applies as if it had been incorporated under the OBCA. Notwithstanding the Continuance of the Company from British Columbia into Ontario, the BCBCA and OBCA provide that all the rights of creditors of the Company against the Company's property, rights and assets and all liens on the Company's property, rights and assets are unimpaired by the Continuance. All debts, contracts, liabilities and duties of the Company continue to attach to the Company upon being continued under the OBCA and continue to be enforceable against it as if the Company had remained incorporated under the BCBCA as well as any existing cause of action, claim or legal proceeding against the Company. Notwithstanding the approval of the Continuance Resolution, the Board may, without further approval by the Shareholders, abandon the application for the Continuance at any time prior to the issue of a certificate of continuance.

## Comparative Summary of the BCBCA and OBCA

BCBCA	OBCA
<p><i>Charter Documents and Amendments Thereto</i></p> <p>Under the BCBCA, the charter documents consist of a Notice of Articles, which sets forth the name of the Company and the amount and authorized share structure, and Articles, which govern the management of the Company. The Notice of Articles is filed with the Registrar of Companies while the Articles are kept at the Company's records office.</p> <p>Any substantive change to the charter documents of a corporation under the BCBCA, such as an alteration of the restrictions, if any, on the business carried on by a corporation, a change in the name of a corporation, an increase, reduction or elimination of the maximum number of shares that the corporation is authorized to issue out of any class or series of shares, an alteration of the special rights and restrictions attached to issued shares or continuance of a corporation out of the jurisdiction requires a resolution of the type specified in its Articles. If the Articles do not specify the type of resolution, a special resolution passed by the majority of votes that the Articles of the corporation specify is required, if that specified majority is at least two thirds and not more than three quarters of the votes cast on the resolution or, if the Articles do not contain such a provision, a special resolution passed by at least two thirds of the votes cast on the resolution.</p>	<p><i>Charter Documents and Amendments Thereto</i></p> <p>Under the OBCA, the charter documents will consist of Articles of Continuance, which set forth, among other things, the name of the Company and the amount and type of authorized capital, and by-laws, which govern the management of the Company following the Continuance. The Articles and by-laws are kept at the Company's registered office, or such other place in Ontario designated by the Board.</p> <p>Under the OBCA, certain fundamental changes require a special resolution passed by not less than two-thirds of the votes cast by the shareholders voting on the resolution authorizing the alteration at a special meeting of shareholders, and, in certain instances, where the rights of the holders of a class or series of shares are affected differently by the alteration than those of the holders of other classes or series of shares, a special resolution passed by not less than two-thirds of the votes cast by the holders of shares of each class or series so affected, whether or not they are otherwise entitled to vote.</p>
<p><i>Sale of Undertaking</i></p> <p>Under the BCBCA, a corporation may sell, lease or otherwise dispose of all or substantially all of the undertaking (as opposed to 'property' under the OBCA) of the corporation if it does so in the ordinary course of its business or if it has been authorized to do so by a special resolution passed by the majority of votes that the Articles of the corporation specify is required, if that specified majority is at least two-thirds and not more than three-quarters of the votes cast on the resolution or, if the Articles do not contain such a provision, a special resolution passed by at least two-thirds of the votes cast on the resolution.</p>	<p><i>Sale of Undertaking</i></p> <p>The OBCA requires approval by not less than two-thirds of the votes cast upon a special resolution at a duly called special meeting for a sale, lease or exchange of all or substantially all of the property of the corporation (other than in the ordinary course of business of the corporation). Holders of a class or series of shares, otherwise not entitled to vote, may vote separately only if the sale, lease or exchange would affect a particular class or series in a manner different from the shares of another class or series entitled to vote.</p>
<p><i>Rights of Dissent and Appraisal</i></p> <p>Although the procedure under BCBCA for exercising rights of dissent differs from the procedure under the OBCA, the BCBCA still provides that shareholders who dissent to certain actions being taken by the Company may exercise a right of dissent and require the Company to purchase the shares held by such shareholder at the fair value of such shares. A shareholder is entitled to dissent in respect of: a resolution to alter the Company's Articles to alter restrictions on the powers of the Company or on the business that the Company is permitted to carry on; a resolution to adopt an amalgamation agreement; a resolution to adopt a resolution to approve an amalgamation into a foreign jurisdiction; a resolution to approve an arrangement, the terms of which arrangement permit dissent; a resolution to authorize or ratify the sale, lease or other disposition of all or substantially all of the Company's undertaking; a resolution to continue into a jurisdiction other than British Columbia; any other resolution, if dissent is authorized by the resolution; or any court order that permits dissent.</p>	<p><i>Rights of Dissent and Appraisal</i></p> <p>The OBCA provides that shareholders who dissent to certain actions being taken by a corporation may exercise a right of dissent and require the corporation to purchase the shares held by such shareholder at the fair value of such shares. The dissent right is applicable in respect of: a resolution to amend its Articles to add, remove or change restrictions on the issue, transfer or ownership of shares of a class or series of the shares of the corporation; a resolution to amend its Articles to add, remove or change any restriction upon the business or businesses that the corporation may carry on or upon the powers that the corporation may exercise; a resolution to amalgamate with another corporation; a resolution to be continued under the laws of another jurisdiction; or a resolution to sell, lease or exchange all or substantially all the corporation's property.</p>
<p><i>Oppression Remedies</i></p> <p>Under the BCBCA, a shareholder of a corporation has the right to apply to court on the ground that: the affairs of the corporation are being or have been conducted, or that the powers of the directors are being or have been exercised, in a manner oppressive to one or</p>	<p><i>Oppression Remedies</i></p> <p>The OBCA contains rights that are substantially broader in that they are available to a larger class of complainants than the BCBCA. Under the OBCA, a registered shareholder, former registered shareholder, beneficial owner of shares, former</p>

<p>more of the shareholders, including the applicant, or some act of the corporation has been done or is threatened, or that some resolution of the shareholders or of the shareholders holding shares of a class or series of shares has been passed or is proposed, that is unfairly prejudicial to one or more of the shareholders, including the applicant.</p>	<p>beneficial owner of shares, director, former director, officer, former officer of a corporation or any of its affiliates, or any other person who, in the discretion of a court, is a proper person to seek an oppression remedy may apply to a court for an order to rectify the matters complained of where, in respect of a corporation or any of its affiliates: any act or omission of the corporation or its affiliates effects, or threatens to effect, a result; the business or affairs of the corporation or its affiliates are, or have been or are threatened to be carried on or conducted in a manner; or the powers of the directors of the corporation or any of its affiliates are, have been or are threatened to be exercised in a manner, that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of, any security holder, creditor, director or officer.</p>
<p><i>Shareholder Derivative Actions</i></p> <p>Under the BCBCA, a shareholder or director of a corporation may, with leave of the court, bring an action in the name and on behalf of the corporation to enforce a right, duty or obligation owed to the corporation that could be enforced by the corporation itself or to obtain damages for any breach of such a right, duty or obligation.</p>	<p><i>Shareholder Derivative Actions</i></p> <p>A broader right to bring a derivative action is contained in the OBCA, and this right extends also to Registered Shareholders, former Registered Shareholders, beneficial owners of shares, former beneficial owners of shares, directors, former directors, officers and former officers of a corporation or any of its affiliates, and any person who, in the discretion of the court, is a proper person to make an application to court to bring a derivative action. In addition, the OBCA permits derivative actions to be commenced in the name and on behalf of a corporation or any of its subsidiaries.</p>
<p><i>Place of Meetings</i></p> <p>Under the BCBCA, meetings of shareholders are required to be held in British Columbia unless: location outside of British Columbia is provided for in the Articles; the Articles do not restrict the corporation from approving a location outside of British Columbia, the location is approved by the resolution required by the Articles for that purpose (in the case of the Company, the location may be approved by directors' resolution), or if no resolution is specified then approved by ordinary resolution before the meeting is held; or the location for the meeting is approved in writing by the Registrar of Companies before the meeting is held.</p>	<p><i>Place of Meetings</i></p> <p>Subject to the Articles or any unanimous shareholder agreement, the OBCA permits meetings of shareholders to be held inside or outside Ontario as the directors determine, or in the absence of such a determination, at the place where the registered office of the corporation is located.</p>
<p><i>Electronic Meetings</i></p> <p>Under the BCBCA, a shareholder or proxy holder may participate in a meeting of shareholders in person or by telephone if all shareholders and proxy holders participating in the meeting are able to communicate with each other. A shareholder or proxy holder may participate in a meeting of shareholders by a communication medium other than by telephone if all shareholders and proxy holders participating in the meeting are able to communicate with each other and all shareholders and proxy holders who wish to participate in the meeting agree to such manner of participation.</p>	<p><i>Electronic Meetings</i></p> <p>The OBCA explicitly addresses electronic meetings. If the Board calls a meeting of shareholders, the Board may determine that the meeting shall be held entirely by means of a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting. Any person entitled to attend a meeting of shareholders may participate electronically if the corporation makes available such a communication facility.</p>
<p><i>Nomination of Directors</i></p> <p>The BCBCA does not contain specific provisions regarding the advance notice of nomination of directors. The Company's Articles do not include advance notice provisions for the nomination of directors.</p>	<p><i>Nomination of Directors</i></p> <p>Under the OBCA by-laws, detailed provisions for the advance notice of nomination of directors are included. These provisions establish timelines and information requirements for shareholders who wish to nominate directors, including providing notice not less than 30 days before an annual meeting (or 10-15 days in certain circumstances) and requiring specific information about both the nominating shareholder and the proposed nominee.</p>
<p><i>Forum Selection</i></p> <p>The BCBCA does not contain specific provisions regarding forum selection for adjudication of disputes, and the Company's Articles do not include such provisions.</p>	<p><i>Forum Selection</i></p> <p>The OBCA by-laws include a forum selection clause which provides that, unless the Corporation consents in writing to the selection of an alternative forum, the Superior Court of Justice of</p>

	the Province of Ontario and the appellate courts therefrom shall be the sole and exclusive forum for certain types of actions and proceedings, including derivative actions, breach of fiduciary duty claims, and claims arising under the OBCA or by-laws.
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### Shareholders' Rights of Dissent in Respect of the Continuance

The following is a summary of the operation of the provisions of the BCBCA relating to a Registered Shareholder's dissent and appraisal rights in respect of the Continuance. Such summary is not a comprehensive statement of the procedures to be followed by a Registered Shareholder who seeks such dissent and appraisal rights and is qualified in its entirety by reference to the full text of Part 8, Division 2 of the BCBCA which is attached to this Circular as Schedule "D". Any Registered Shareholder considering the exercise of the right of dissent should seek legal advice, since failure to comply strictly with the provisions of the BCBCA may prejudice the Registered Shareholder's right of dissent. Beneficial Shareholders who wish to dissent should be aware that only Registered Shareholders are entitled to dissent. Accordingly, a Beneficial Shareholder desiring to exercise the right of dissent must make arrangements for the Common Shares beneficially owned to be registered in their name prior to the time the written objection to the Continuance Resolution is required to be received by the Company or, alternatively, make arrangements for the registered holder of such Common Shares to dissent on their behalf.

Pursuant to Section 238 of the BCBCA, any Shareholder who dissents from the Continuance Resolution (a "**Continuance Dissenting Shareholder**") in compliance with Sections 237 to 247 of the BCBCA will be entitled to be paid by the Company the fair value of the Common Shares held by such Continuance Dissenting Shareholder determined as at the point in time immediately before the passing of the Continuance Resolution. A Continuance Dissenting Shareholder must dissent with respect to all Common Shares in which the holder owns a beneficial interest. The filing of a notice of dissent deprives a Continuance Dissenting Shareholder of the right to vote at the Meeting, except if such Continuance Dissenting Shareholder ceases to be a Continuance Dissenting Shareholder in accordance with the continuance dissent rights (the "**Continuance Dissent Rights**"). For greater certainty, a Registered Shareholder who wishes to exercise the Continuance Dissent Rights may not vote in favour of the Continuance. A Registered Shareholder who wishes to dissent must deliver written notice of dissent to the Company at its registered office, 202-1965 West 4th Avenue, Vancouver, BC V6J 1M8, at least two days before the date on which the Continuance Resolution is to be voted upon and such notice of dissent must strictly comply with the requirements of Section 242 of the BCBCA.

In particular, the written notice of dissent must set out the number of Common Shares in respect of which the notice of dissent is to be sent and:

- a. if such Common Shares constitute all of the Common Shares of which the Continuance Dissenting Shareholder is the registered and beneficial owner, a statement to that effect;
- b. if such Common Shares constitute all of the Common Shares of which the Continuance Dissenting Shareholder is both the registered and beneficial owner but if the Registered Shareholder owns additional Common Shares beneficially, a statement to that effect and the names of the Registered Shareholders, the number of Common Shares held by such registered owners and a statement that written notices of dissent have or will be sent with respect to such shares; or
- c. if the Continuance Dissent Rights are being exercised by a registered owner who is not the beneficial owner of such Common Shares, a statement to that effect and the name of the beneficial owner and a statement that the registered owner is dissenting with respect to all Common Shares of the beneficial owner registered in such registered owner's name.

The Company is required promptly after the later of (i) the date on which the Company forms the intention to proceed with the Continuance; and (ii) the date on which the written notice of dissent was received, to notify each Continuance Dissenting Shareholder of its intention to act on the Continuance. Upon receipt of such notification, each Continuance Dissenting Shareholder is then required, if the Continuance Dissenting Shareholder wishes to proceed with the dissent, within one month after the date of such notice to send to the Company (a) a written statement that the Continuance Dissenting Shareholder requires the Company to purchase all of its Common Shares; (b) the certificates representing such Common Shares; and (c) if the dissent right is being exercised by the Continuance Dissenting Shareholder on behalf of a Beneficial Shareholder who is not the Continuance Dissenting Shareholder, a statement signed by the

Beneficial Shareholder which sets out whether the beneficial owner is the beneficial owner of other Shares, and if so, (i) the names of the registered owners of such Common Shares; (ii) the number of such Common Shares; and (iii) that dissent is being exercised in respect of such Common Shares. A Shareholder who fails to send the Company, within the required time frame, the written statements described above and the certificates representing the Common Shares in respect of which the Continuance Dissenting Shareholder dissents, forfeits the Shareholder's right to dissent.

On sending the required documentation to the Company, the fair value for a Continuance Dissenting Shareholder's Common Shares will be determined as follows:

- a. if the Company and a Continuance Dissenting Shareholder agree on the fair value of the Common Shares, then the Company must promptly pay that amount to the Continuance Dissenting Shareholder or promptly send notice to the Continuance Dissenting Shareholder that the Company is lawfully unable to pay the Continuance Dissenting Shareholders for their Common Shares; or
- b. if a Continuance Dissenting Shareholder and the Company are unable to agree on a fair value, the Continuance Dissenting Shareholder may apply to the Supreme Court of British Columbia to determine the fair value of the Common Shares, and the Company must pay to the Continuance Dissenting Shareholder the fair value determined by such Court or promptly send notice to the Continuance Dissenting Shareholder that the Company is lawfully unable to pay the Continuance Dissenting Shareholders for their Common Shares.

The Company will be lawfully unable to pay the Continuance Dissenting Shareholder the fair value of their Shares if the Company is insolvent or would be rendered insolvent by making the payment to the Continuance Dissenting Shareholder. In such event, Continuance Dissenting Shareholders will have 30 days to elect to either (a) withdraw their dissent or (b) retain their status as a claimant and be paid as soon as the Company is lawfully able to do so or, in a liquidation, be ranked subordinate to its creditors but in priority to its Shareholders.

If the Continuance is not implemented for any reason, Continuance Dissenting Shareholders will not be entitled to be paid the fair value for their Common Shares and the Continuance Dissenting Shareholders will be entitled to the return of any Common Share certificates delivered to the Company in connection with the exercise of the Continuance Dissent Rights.

The discussion above is only a summary of the Continuance Dissent Rights which are technical and complex. A Registered Shareholder who intends to exercise Continuance Dissent Rights should carefully consider and comply with the provisions of Sections 237 to 247 of the BCBCA. Beneficial Shareholders who wish to dissent should be aware that only Registered Shareholders are entitled to dissent. It is suggested that any Shareholder wishing to avail himself or herself of the Continuance Dissent Rights seek his or her own legal advice as failure to comply strictly with the applicable provisions of the BCBCA may prejudice the availability of such dissent rights. Continuance Dissenting Shareholders should note that the exercise of dissent rights can be a complex, time-consuming and expensive process.

### **Continuance Resolution**

Shareholders are asked to consider and, if thought fit, to pass the special resolution set forth below (the “**Continuance Resolution**”), authorizing the Company to discontinue under the BCBCA, make an application to continue the Company under the OBCA and, in connection therewith, approve the Articles of Continuance and ratify, confirm and approve the adoption of By-Law No. 1 contingent on the Company proceeding with the Continuance. The full text of the Continuance Resolution is set forth below:

#### **“BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:**

1. the discontinuance of the Company from the Business Corporations Act (British Columbia) (the “BCBCA”) and the continuance of the Company under the Business Corporations Act (Ontario) (the “OBCA”) is hereby authorized and approved, provided that, in any event, the continuance is completed within 36 months from the date hereof and if not implemented within such period, the authority granted by this resolution to effect the continuance on the foregoing terms will lapse and be of no further force or effect.
2. The Company be authorized to make application the Registrar of Companies of British Columbia for the issuance of a consent to file articles of continuance of the Company with the OBCA to continue the Company as if it had been incorporated under the OBCA and to make application to the Registrar of Companies in

British Columbia for the issuance of a certificate of discontinuance (the “Certificate of Continuance”).

3. subject to the issuance of such Certificate of Continuance and without affecting the validity of the Company and the existence of the Company by or under its Notice of Articles and Articles and any act done thereunder, effective upon issuance of the Certificate of Continuance, the Company shall adopt Articles of Continuance forming part of the said application for continuance in substitution for the Notice of Articles of the Company and such Articles of Continuance are hereby amended to make all changes necessary to conform to the requirements of the OBCA. 4. subject to the completion of the continuance, and pursuant to section 125(3) of the OBCA, the directors of the Company are hereby empowered to determine from time to time the number of directors of the Company and the number of directors to be elected at each annual meeting of shareholders.
4. notwithstanding that this resolution has been duly passed by the shareholders of the Company, the board of directors of the Company be and are hereby authorized and empowered to revoke this resolution, abandon any application made in connection with the continuance and determine not to proceed with the continuance, without further approval of the shareholders of the Company.
5. effective upon the issuance of the Certificate of Continuance, the by-laws attached as Schedule “E” to the management information circular of the Company dated May 12, 2025 are confirmed as the only by-laws of the Company, being a by-law regulating the business and affairs of the Company.
6. any director or officer of the Company be and such director or officer of the Company is hereby authorized and empowered, acting for, in the name of and on behalf of the Company, to execute or cause to be executed, under the seal of the Company or otherwise, and to deliver or cause to be delivered any and all such documents and instruments and to do or to cause to be done all such other acts and things as, in the opinion of such director or officer, may be necessary or desirable in order to fulfil the intent of this resolution.”

#### **APPROVAL OF STOCK CONSOLIDATION**

The Company requires financing to execute its business plan. It is the Board’s opinion that the structure of the Company’s existing issued and outstanding share capital is not conducive to completing additional financing and that a consolidation of the Company’s share capital is required in order facilitate attracting new equity investment in the Company.

The Board has determined a consolidation ratio of up to 1:20 – one (1) new post-consolidation common share for up to twenty (20) preconsolidation common shares, or such lesser number of pre-consolidation common shares that the Board in their discretion may determine, subject to the approval of the applicable regulatory authorities (the “Consolidation”) – such that upon completion of the Consolidation all of the 105,431,459 issued and outstanding shares of the Company will be consolidated into approximately 5,271,572 issued and outstanding shares. Outstanding stock options and warrants will similarly be adjusted by the consolidation ratio.

Upon completion of the Consolidation the Company is required to obtain a new CUSIP number. The Company will retain its current name. Therefore, at the Meeting, shareholders will be asked to consider, and if thought fit, to approve an ordinary resolution in the following form:

#### **“BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:**

1. the Board of Directors of the Company be and is hereby authorized, subject to approval of the applicable regulatory authorities, to take such actions as are necessary to consolidate, at any time following the date of this resolution, all of the issued and outstanding common shares of the Company on the basis of one (1) new post-consolidation common share for up to twenty (20) pre-consolidation common shares, or such lesser number of pre-consolidation common shares that the directors in their discretion may determine, subject to the approval of applicable regulatory authorities;
2. any one or more directors and officers of the Company be authorized to perform all such acts, deeds and things and execute, under seal of the Company or otherwise, all such documents and other writings, including the Notice of Alteration, as may be required to give effect to the true intent of these resolutions; and
3. despite the foregoing authorization, the Board of Directors of the Company may, at its discretion, determine when such consolidation will take place and may further, at its discretion, determine not to effect a

consolidation of all of the issued and outstanding common shares of the Company, in each case without requirement for further approval, ratification or confirmation by the shareholders of the Company.”

The foregoing resolution permits the Board, without further approval by the shareholders, to select the final consolidation ratio and proceed with the Consolidation at any time following the date of this Meeting. Alternatively, the Board may choose not to proceed with the Consolidation if the Board, in their discretion, deem that it is no longer desirable to do so.

## **STATEMENT OF EXECUTIVE COMPENSATION**

The following information is presented in accordance with National Instrument 51-102 and Form 51-102F6 – *Statement of Executive Compensation*, and sets forth the total compensation for services in all capacities to the Company and its subsidiary in respect of the individuals comprised of the Chief Executive Officer, the Chief Financial Officer and each of the other three most highly compensated executive officers of the Company, including its subsidiary, whose individual total compensation for the most recently completed financial year exceeded \$150,000, and any individual who would have satisfied these criteria but for the fact that the individual was not serving as an executive officer of the Company or its subsidiary at the end of the most recently completed financial year (together, the "Named Executive Officers" or "NEOs").

This compensation discussion and analysis ("CD&A") provides information on our executive compensation programs. It discusses key objectives, policies, elements and designs of our executive compensation program and the considerations and reasons driving the Board's decisions on compensation for our NEOs (as defined hereinafter) for fiscal 2024.

### **Compensation Philosophy**

The goal of the Company's executive compensation philosophy is to attract, motivate, retain and reward an energetic, goal driven, highly qualified and experienced management team and to encourage them to meet and exceed performance expectations within a calculated risk framework. The Board periodically reviews the adequacy and form of compensation to ensure it realistically reflects the responsibilities and risks involved in being an effective director or officer and that compensation allows the Company to attract qualified candidates.

### **Compensation Governance**

The Company has not established a separate compensation committee. The function and responsibilities of compensation fall to the board of directors of the Company, in accordance with applicable Cboe Canada rules, with the non-independent director abstaining his vote on matters including, among other things: (i) reviewing and approving goals and objectives relevant to the Chief Executive Officer's compensation; (ii) evaluating the Chief Executive Officer's performance with respect to those goals and objectives; (iii) determining the Chief Executive Officer's compensation (both cash-based and equity-based); (iv) reviewing and approving incentive compensation plans and equity-based plans and determining whether security holder approval should be obtained; and (v) making recommendations to the board with respect to compensation of other senior officers and directors.

### **Elements of Compensation**

The Company's compensation program is designed to reward each executive based on individual, business and corporate performance and is also designed to incentivize such executives to drive the annual and long-term business goals of the organization to enhance the Company's sustainable growth in a manner which is fair and reasonable to the Company's shareholders.

The following key principles guide the Company's overall compensation philosophy:

- compensation is designed to align executives to the critical business issues facing us;
- compensation is fair and reasonable to our shareholders and is set with reference to the local market;
- the compensation design supports and rewards executives for entrepreneurial and innovative efforts and results;
- an appropriate portion of total compensation is equity-based, aligning the interests of executives with our shareholders; and
- compensation is transparent to the board of directors, executives and our shareholders.

When reviewing the compensation of executive officers, our board of directors considers the following objectives:

- to engage individuals critical to our growth and success;
- to reward performance of individuals by recognizing their contributions to our growth and achievements;
- and
- to compensate individuals based on performance.

**Salary:** For executive officers who are offered compensation, the base salary is the foundation of such compensation and is intended to compensate competitively. The desire is for base salary to be high enough to secure talented, qualified and effective personnel which, when coupled with performance-based compensation, provides for a direct correlation between individual accomplishment and our success as a whole. Salaries are fixed and therefore not subject to uncertainty and are used as the base to determine other elements of compensation.

**Bonus:** Annual bonuses are a variable component of total cash compensation, designed to reward executives for individual achievements, maximizing annual operating performance, including in relation to our acquisition and growth initiatives. Annual bonuses (if any) are discretionary and are to incentivize management during the year to take actions and make decisions within their control, and, as a result, the performance criteria do not include matters outside of the control of management, most notably commodity pricing. No bonuses have been awarded to our executive officers to date.

**Equity Incentives:** Although we do not have a formal policy with respect to the grant of equity incentive awards to our executive officers, we believe that equity grants provide our executives with a strong link to our long-term performance, create an ownership culture and help to align the interests of our executives and our shareholders. In addition, we believe that equity grants with a time-based vesting feature promote executive retention because this feature incentivizes our executive officers to remain in our employment during the vesting period.

The independent directors of the board of directors reviews and recommends the periodic grant of options and other incentives to key employees and executive officers. The independent directors make those recommendations on a discretionary basis, given the size of our Company, based on individual performance, positions held within the Company and our overall performance. The independent directors will take into consideration previous grants when it considers new grants of equity incentives to employees and executives. The board of directors relies solely on the recommendation of the independent directors regarding the periodic grant of equity incentives to key employees and executive officers.

**LTIP Awards:** The LTIP is available to directors, key employees, including officers, and consultants of the Company, as determined by our board of directors. The LTIP is designed to promote the long-term success of the Company and the creation of shareholder value by: (a) encouraging the attraction and retention of directors, key employees and consultants of the Company; (b) encouraging such directors, key employees and consultants to focus on critical long-term objectives; and (c) promoting greater alignment of the interests of such directors, key employees and consultants with the interests of the Company and its shareholders. The LTIP provides for the issuance of Restricted Share Units, Performance Share Units, Deferred Share Units, Stock Options and Stock Appreciation Rights (each, an "**Award**") to directors, key employees and consultants of the Company. See "*Statement of Executive Compensation – Long Term Incentive Plan*".

The Company does not assess its compensation through benchmarks or peer groups at this time.

## **Risk Management**

The Board considers and assesses the implications of risks associated with the Company's compensation policies and practices and devotes such time and resources as is believed to be necessary in the circumstances. The Company has taken steps to ensure its executive compensation program does not incentivize inappropriate risks. As at the date of this Information Circular, the Board had not identified any risks arising from the Company's compensation policies and practices that are reasonably likely to have a material adverse effect on the Company.

## **Summary Compensation Table**

The following table sets forth all compensation paid, payable, awarded, granted, given or otherwise provided, directly or indirectly, by the Company to each NEO, in any capacity, for the financial year ended December 31, 2024.

Name and Principal Position	Year	Salary (\$)	Share-based Awards <sup>(1)</sup> (\$)	Option-based Awards <sup>(2)</sup> (\$)	Non-equity Incentive Plan Compensation (\$)		All Other Compensation (\$)	Total Compensation (\$)
					Annual Incentive Plans	Long-term Incentive Plans		
Wayne Lloyd <sup>(3)</sup> <i>Executive Chairman</i>	2023	252,000	-	7,759.38				259,759.38
	2024	252,000	-	-	-	-	-	252,000
Adam De Cata <sup>(4)</sup> <i>Former Chief Executive Officer</i>	2023	-	500,000 <sup>(5)</sup>	-	-	-	-	500,000
	2024	-	-	-	-	-	-	-
Mark Leung <sup>(6)</sup> <i>Former Chief Financial Officer</i>	2023	60,000	-	-	-	-	-	60,000
	2024	-	-	-	-	-	-	-

Notes:

- (1) These amounts represent the grant date fair value of Shares. The grant date fair market value for each Share is \$0.05 per share. The fair value is calculated based on the share price of the Company at the time of the grant on February 23, 2023.
- (2) These amounts represent the aggregate grant date fair value of Options, which was estimated using the Black-Scholes option pricing model. The following assumptions were used to value the Options granted on June 8, 2023: exercise price: \$0.05; expected risk free interest rate: 3.5%; expected annual volatility: 110%; expected life in years: 5; expected annual dividend yield: 0%; and Black-Scholes value: \$0.03104.
- (3) Mr. Lloyd was appointed as Executive Chairman effective March 18, 2021.
- (4) Mr. De Cata was appointed as the Company's Chief Executive Officer on July 7, 2022.
- (5) In connection with Mr. De Cata's appointment as Chief Executive Officer, the Company issued 10,000,000 Shares to Mr. De Cata at a deemed price per Share of \$0.05. On August 11, 2023, Mr. De Cata stepped down as Chief Executive Officer and Mr. De Cata's 10,000,000 Shares were returned to treasury on September 25, 2023.
- (6) Mr. Leung was appointed Chief Financial Officer on February 27, 2023. Mr. Leung stepped down as Chief Financial Officer on November 30, 2023.

## Outstanding Option-based Awards for NEOs

The following table states the name of each NEO and Option-based awards outstanding as at December 31, 2024.

Name and Principal Position	Option-based Awards <sup>(1)</sup>			
	Number of Securities Underlying Unexercised Options <sup>(2)</sup> (#)	Option Exercise Price (\$)	Option Expiration Date	Value of Unexercised In-The-Money Options <sup>(3)</sup> (\$)
Wayne Lloyd <i>Executive Chairman and Director</i>	166,000	0.60	October 7, 2026	-
	280,000	0.60	June 29, 2027	
	250,000	0.05	June 8, 2028	
Adam De Cata <i>Former Chief Executive Officer</i>	-	-	-	-
Mark Leung <i>Former Chief Financial Officer</i>	-	-	-	-

Notes:

- (1) Options expiring on October 7, 2026 were granted on October 7, 2021, and vest as to one-third immediately and on each day which is 12 and 24 months from the date of grant. Options expiring on June 29, 2027 were granted on June 29, 2022, and vest as to one-third immediately and on each day which is 12 and 24 months from the date of grant. Options expiring on June 8, 2028 were granted on June 8, 2023, and vest as to one-third immediately and on each day which is 12 and 24 months from the date of grant. As at December 31, 2024, no Options held by Mr. Lloyd have vested.
- (2) Each Option entitles the holder to one Share upon exercise.
- (3) None of the Options are in-the-money.

## Incentive Plan Awards - Value Vested or Earned During the Year for NEOs

The table below discloses the aggregate dollar value that would have been realized by a NEO if Options under Option-based awards had been exercised on the vesting date, as well as the aggregate dollar value realized upon vesting of Share-based awards by a NEO. The table below discloses the value of option-based awards vested in accordance with

each NEOs terms during fiscal year 2024.

<b>Name and Principal Position</b>	<b>Option-based Awards – Value Vested During the Year<sup>(1)</sup> \$</b>	<b>Share-based Awards – Value Vested During the Year \$</b>
Wayne Lloyd <i>Executive Chairman</i>	nil	nil
Adam De Cata <i>Former Chief Executive Officer</i>	nil	nil <sup>(2)</sup>
Mark Leung <i>Former Chief Financial Officer</i>	nil	nil

Notes:

- (1) As of December 31, 2024, an aggregate of 612,666 Options at exercise prices of \$0.60, \$0.40 and \$0.05 per share held by Mr. Lloyd, have vested. As of December 31, 2024, all such vested Options were out-of-the-money. Based on the number of Options multiplied by the difference between the market value of the Shares on Cboe Canada as at the market close on December 31, 2024, being \$0.01, and the Option exercise price, using the CAD/USD exchange rate of 1.44.
- (2) 10,000,000 Shares were returned to treasury on September 25, 2023 upon resignation of Mr. De Cata.

No director or NEO exercised, redeemed or sold any compensation securities during the Company's fiscal year ended December 31, 2024.

### **Pension Plan Benefits**

The Company does not presently provide any defined benefit or pension plan to its directors, executive officers, employees or consultants.

### **Termination and Change of Control Benefits**

Other than as disclosed below, the Company has not entered into any other contract, agreement, plan or arrangement that provides for payments to a NEO at, following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change of control of the Company or a change in an NEO's responsibilities.

### **Consulting Agreements**

The Company has entered into consulting agreements with companies controlled by each of its NEOs for the provision of services by its NEOs as follows:

#### ***Consulting Agreement with Run It Wild Pty Ltd.***

On July 7, 2022, the Company entered into a share purchase agreement with Mr. De Cata for the acquisition of his wholly owned subsidiary, Run It Wild Pty Ltd., a multidisciplinary blockchain, metaverse and NFT development studio which closed on February 16, 2023 and, in connection with the transaction, the Company appointed Mr. De Cata as its new Chief Executive Officer by entering into an executive employment agreement with Mr. De Cata. On August 11, 2023, the Company divested Run It Wild Pty Ltd. and Mr. De Cata resigned as Chief Executive Officer.

#### ***Consulting Agreement with Mark Leung***

On February 27, 2023, the Company entered into a consulting agreement with Mark Leung to act as Chief Financial Officer of the Company. On October 30, 2023 Mr. Leung provided notice that November 30, 2023 would be his last day of employment with the Company.

#### ***Employment Agreement with Frank Guo***

On September 8, 2022, the Company entered into an executive employment agreement with Frank Guo, effective September 15, 2022, and appointed Mr. Guo as Chief Financial Officer of the Company. Pursuant to such Agreement, Mr. Guo is entitled to an annual salary of \$170,000, a one-time award of 280,000 options to purchase common shares at a price per share of \$0.35 and vesting over a 3-year period, and three weeks of annual vacation. Mr. Guo's last day of employment with the Company was February 17, 2023.

### **Director Compensation**

The independent directors of our board of directors are responsible for reviewing and approving any changes to the directors' compensation arrangements. Directors may be reimbursed for travel and other expenses directly related to their activities as directors. Directors who also serve as employees receive no additional compensation for their service as directors. We may, from time to time, issue option-based and share-based awards to our non-employee directors. However, other than as disclosed herein, no determination has been made as to such potential future awards at this time and our board of directors is investigating alternatives in this regard.

The following table sets forth information relating to compensation paid to the directors during the financial year ended December 31, 2024.

Name	Fees Earned (\$)	Share-based Awards (\$)	Option-based Awards (\$)	Non-equity Incentive Plan Compensation (\$)	All Other Compensation (\$)	Total (\$)
Jeremy Gardner	0	0	0	0	0	0
Curt Marvis	0	0	0	0	0	0
Kelly Allin	0	0	0	0	0	0

Messrs. Gardner, Marvis and Allin served as the independent directors of the Company in the financial year ended December 31, 2024.

The Company's Executive Chairman, Wayne Lloyd, was a member of the Company's board of directors, as well as an employee, and received no additional compensation for his services as a director.

### Outstanding Share-based Awards and Option-based Awards for Directors

The following table states the name of each non-employee director and Option-based awards outstanding as at December 31, 2024.

Name and Principal Position	Option-based Awards <sup>(1)</sup>			
	Number of Securities Underlying Unexercised Options <sup>(2)</sup> (#)	Option Exercise Price (\$)	Option Expiration Date	Value of Unexercised In-The-Money Options <sup>(3)</sup> (\$)
Jeremy Gardner <i>Director</i>	166,000	0.60	October 7, 2026	nil
	280,000	0.40	June 29, 2027	
	250,000	0.05	June 8, 2028	
Curt Marvis <i>Director</i>	166,000	0.60	October 7, 2026	nil
	280,000	0.40	June 29, 2027	
	250,000	0.05	June 8, 2028	
Kelly Allin <i>Director</i>	166,000	0.60	October 7, 2026	nil
	280,000	0.40	June 29, 2027	
	250,000	0.05	June 8, 2028	

Notes:

- (1) Options expiring on October 7, 2026 were granted on October 7, 2021, and vest as to one-third immediately and on each day which is 12 and 24 months from the date of grant. Options expiring on June 29, 2027 were granted on June 29, 2022, and vest as to one-third immediately and on each day which is 12 and 24 months from the date of grant. Options expiring on June 8, 2028 were granted on June 8, 2023, and vest as to one-third immediately and on each day which is 12 and 24 months from the date of grant. As at December 31, 2024, 612,666 Options held by each of Messrs. Gardner, Marvis and Allin have vested.
- (2) Each Option entitles the holder to one Share upon exercise.
- (3) The value shown is based on the closing price of the Shares on December 31, 2024, being \$0.01 per Share.

### Incentive Plan Awards - Value Vested or Earned During the Year for Directors

The table below discloses the aggregate dollar value that would have been realized by a director if Options under Option-based awards had been exercised on the vesting date, as well as the aggregate dollar value realized upon vesting of share-based awards by a director.

Name and Principal Position	Option-based Awards - Value Vested During the Year <sup>(1)</sup> (\$)	Share-based Awards - Value Vested During the Year (\$)
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Jeremy Gardner <i>Director</i>	nil	nil
Curt Marvis <i>Director</i>	nil	nil
Kelly Allin <i>Director</i>	nil	nil

Notes:

- (1) As of December 31, 2024, an aggregate of 612,666 Options at exercise prices of \$0.60, \$0.40 and \$0.05 per share held by each of Messrs. Gardner, Marvis and Allin have vested. All such vested Options were out-of-the-money. Based on the number of Options multiplied by the difference between the market value of the Shares on Cboe Canada as at the market close on December 31, 2024, being \$0.01, and the Option exercise price, using the CAD/USD exchange rate of 1.44.

## Long-Term Incentive Plan

The Company's board of directors has adopted the LTIP, as amended, effective January 14, 2022. The purpose of the LTIP is to align the interests of those directors, employees and consultants designated by the board of directors as being eligible to participate in the LTIP with those of the Company and its shareholders and to assist in attracting, retaining and motivating key employees by making a portion of the incentive compensation of participating employees directly dependent upon the achievement of key strategic, financial and operational objectives that are critical to ongoing growth and increasing the long-term value of the Company.

Pursuant to the requirements of Cboe Canada, the adoption of and issuance of awards under a "Security Based Compensation Arrangement", must be approved by (a) a majority of the Company's directors, and (b) the Company's shareholders, the approval of which must be by way of a duly called meeting.

Prior to the adoption of the Plan, the Company granted a number of individual stock options, restricted share units and performance share units to certain directors, officers and consultants of the Company. Such grants are outlined in their original terms below. Having received shareholders' approval of the LTIP, the Independent Awards (as defined below) became subject to the terms of the LTIP and are deemed to have been issued under and governed by the LTIP. All Shares reserved for issuance under the Independent Award are subsumed by and count towards the maximum issuable awards under the LTIP.

### *Description of the LTIP*

The LTIP is designed to promote the long-term success of the Company and the creation of shareholder value by: (a) encouraging the attraction and retention of directors, key employees and consultants of the Company; (b) encouraging such directors, key employees and consultants to focus on critical long-term objectives; and (c) promoting greater alignment of the interests of such directors, key employees and consultants with the interests of the Company and its shareholders.

The LTIP provides for the issuance of Restricted Share Units, Performance Share Units, Deferred Share Units, Stock Options and Stock Appreciation Rights (each, an "**Award**") to directors, key employees and consultants of the Company. The LTIP permits the issuance of Shares in an amount fixed at 18% of the issued and outstanding Shares at the time of the adoption of the LTIP.

The LTIP is an "evergreen" plan. The maximum number of Shares issuable under the LTIP will automatically increase and replenish on January 1<sup>st</sup> of each calendar year (the "**Evergreen Date**") to a fixed maximum amount equal to eighteen percent (18%) of the then-total number of Shares outstanding on the December 31<sup>st</sup> immediately preceding the applicable Evergreen Date. As of the date of this Information Circular, the amount of issuable Awards is 18,977,662.

As of the date of this Information Circular, an aggregate of 3,674,000 Awards remain issued and outstanding, representing approximately 3.48% of the total number of Shares issued and outstanding. Except as otherwise provided in an applicable award agreement or as determined by the Board, neither Awards nor any rights under any such Awards shall be assignable or transferable other than pursuant to a will or by the laws of descent and distribution.

The LTIP was adopted by the Board on January 14, 2022, and ratified and approved by Shareholders at a special meeting of shareholders held on May 14, 2022. On September 12, 2022, the Company's long-term performance incentive plan was amended, as necessary to comply with applicable requirements of Cboe Canada, such that provision 5(d)(ii) was amended to clarify that the exercise price of an Option award determined by the Board shall now be lower

than the last published closing price of the underlying security.

No actions, decisions or policies were put in place affecting the Company's compensation program subsequent to September 14, 2022.

#### *Restricted Share Units ("RSUs")*

The LTIP provides that the Board may, from time to time, in its sole discretion, grant awards of RSUs to directors, key employees and consultants. Each RSU shall represent one Share on vesting and shall be subject to such restrictions as the Board may establish in the applicable award agreement. The typical restriction for RSUs is time based (i.e. vesting after a fixed period of time). All RSUs will vest and become payable by the issuance of Shares at the end of the applicable restriction period if all applicable restrictions have lapsed.

Restrictions on any RSUs shall lapse immediately and become fully vested to the participant upon a change of control. Upon the death of a participant, subject to the applicable award agreement, any RSUs that have not vested will be immediately forfeited and cancelled without payment, provided that any RSUs granted to such participant that had vested prior to the participant's death will accrue to the participant's estate in accordance with the LTIP.

If a participant's employment is terminated for cause, any RSUs granted to the participant will immediately terminate without payment and be cancelled as of the termination date. If a participant's employment is terminated without cause, is voluntarily terminated by the participant or termination is due to the participant's retirement or disability, any RSUs granted to the participant will, subject to the applicable award agreement, immediately terminate without payment and be cancelled as of the termination date, provided, however, that any RSUs granted to such participant that had vested prior to the participant's termination without cause, voluntary termination, retirement or disability will accrue to the participant in accordance with the LTIP.

In the case of directors, if a participant ceases to be a director for any reason, all RSUs granted to such participant will immediately terminate without payment and be cancelled, provided, however, that any RSUs granted to such participant that had vested prior to the participant ceasing to be a director will accrue to the participant in accordance with the LTIP. Where a consultant's service to the Company terminates for any reason, subject to the applicable award agreement and any other contractual commitments between the participant and the Company, all RSUs granted to such participant will immediately terminate without payment and be cancelled, provided, however, that any RSUs granted to such participant that had vested prior to the termination of the participant's service to the Company will accrue to the participant in accordance with the LTIP.

#### *Performance Share Units ("PSUs")*

The LTIP provides that the Board may, from time to time, in its sole discretion, grant awards of PSUs to key employees and consultants. Each PSU shall, contingent upon the attainment of the performance criteria within the applicable performance cycle, represent one Share, unless otherwise specified in the applicable award agreement. The performance criteria will be established by the Board which, without limitation, may include criteria based on the participant's individual performance and/or financial performance of the Company and its subsidiaries. Typical performance criteria could include gross revenues, EBITDA, share price performance or the attainment of a specified amount of financing. The applicable award agreement may provide the Board with the right to revise the performance criteria during a performance cycle or after it has ended, if unforeseen events occur, including, without limitation, changes in capitalization, equity restructuring, acquisitions or divestitures, if such events have a substantial effect on the financial results of the Company and make the application of the performance criteria unfair absent a revision.

All PSUs will vest and become payable to the extent that the performance criteria are satisfied in the sole determination of the Board. PSUs granted to a participant shall become fully vested and payable to such participant within 95 days after the last day of the performance cycle or upon a change of control. Upon the death of a participant, subject to the applicable award agreement, all PSUs granted to the participant which, prior to the participant's death, had not vested, will immediately be forfeited and cancelled without payment, provided, however, that the Board may determine, in its discretion, the number of the participant's PSUs that will vest based upon the extent to which the applicable performance criteria have been satisfied in that portion of the performance cycle that has lapsed.

If a participant's employment is terminated for cause, any PSUs granted to the participant will immediately terminate without payment and be cancelled as of the termination date. If a participant's employment is terminated without cause, by voluntary termination, or if the participant's employment terminates due to retirement or disability, all PSUs granted

to the participant which, prior to such termination without cause, voluntary termination, retirement or disability, had not vested, will immediately be forfeited and cancelled without payment, provided, however, that the Board may determine, in its discretion, the number of the participant's PSUs that will vest based upon the extent to which the applicable performance criteria have been satisfied in that portion of the performance cycle that has lapsed. Where a consultant's service to the Company terminates for any reason, subject to the applicable award agreement and any other contractual commitments between the participant and the Company, all PSUs granted to such participant will immediately be forfeited and cancelled without payment, provided, however, that the Board may determine, in its discretion, the number of the participant's PSUs that will vest based upon the extent to which the applicable performance criteria have been satisfied in that portion of the performance cycle that has lapsed.

#### *Deferred Share Units ("DSUs")*

The LTIP provides that the Board may, from time to time, in its sole discretion, grant awards of DSUs to directors in lieu of director fees (but not to key employees or consultants). Directors become participants effective as of the date each is first appointed or elected as a director and cease to be participants at the time they cease to be a director for any reason. The number of DSUs to be granted to a participant shall be calculated by dividing the amount of fees selected by the director by the market price on the grant date. The market price is defined in the LTIP as the five-day weighted average closing price of the Company's Shares on the immediately preceding five trading days prior to the grant date.

Each participant shall be entitled to receive, subsequent to the effective date that the participant ceases to be a director for any reason or any earlier vesting period(s) set forth in the applicable award agreement, either (a) that number of Shares equal to the number of DSUs granted to such participant, or (b) a cash payment in an amount equal to the market price of the DSUs granted to such participant on the trading day following the day that the participant ceases to be a director, net of applicable withholdings, and subject to adjustments if the value of a DSU is determined during applicable black-out periods. Upon the death of a participant, such participant's estate shall be entitled to receive, within 120 days, a cash payment or Shares that would otherwise have been payable upon such participant ceasing to be a director.

#### *Stock Options ("Options" or "Stock Options")*

The LTIP provides that the Board may, from time to time, in its discretion, grant awards of Options to directors, key employees and consultants. The number of Options to be granted, the exercise price and the time(s) at which an Option may be exercised shall be determined by the Board in its sole discretion, provided that the exercise price of Options shall not be lower than the exercise price permitted by the Exchange, and further provided that the term of any Option shall not exceed ten years.

In the event of a change of control, each outstanding Option issued to directors and key employees shall automatically become fully and immediately vested and exercisable, subject to the policies of the Exchange. Where, in the case of directors and key employees, a participant shall die while an Optionee, any Option held by such participant shall be exercisable by the person(s) to whom the rights of the participant under the option shall pass by will or the laws of descent and distribution for a period of 120 days or prior to the expiration of the Option period in respect of the Option, whichever is sooner, and then only to the extent that such participant was entitled to exercise the Option at the date of death of such participant. Where the employment of a key employee is terminated for cause, no Option held shall be exercisable from the termination date. In the event that the employment of a key employee is terminated without cause, by voluntary termination or due to retirement or, in the case of directors, the participant ceases to be a director for any reason, subject to the applicable award agreement, any Option held shall remain exercisable in full for a period of 60 days after the termination or cessation date (subject to any longer period set out in an applicable award agreement, which longer period may not exceed twelve (12) months from such termination or cessation date) or prior to the expiration of the Option period in respect of the Option, whichever is sooner, and then only to the extent that such participant was entitled to exercise the Option at such time. If a director or key employee becomes afflicted by a disability, all Options granted to the participant will continue to vest in accordance with the terms of such Options, provided that if, in the case of key employees, a participant's employment is terminated due to disability, or in the case of directors, the participant ceases to be a director as a result of disability, subject to the applicable award agreement, any Option held by such participant shall remain exercisable for a period of 120 days after the termination or cessation date or prior to the expiration of the Option period in respect of the Option, whichever is sooner, and then only to the extent that such participant was entitled to exercise the Option at such time. Where a consultant's service to the Company terminates for any reason, subject to the applicable award agreement and any other contractual commitments between the participant and the Company, no Option held by such participant shall be exercisable from the date of termination of

service.

### *Stock Appreciation Rights ("SARs")*

The LTIP provides that the Board may, from time to time, in its discretion, grant awards of SARs to directors, key employees and consultants, either on a stand-alone basis or in relation to any Options. SARs are awards that entitle the participant to receive an amount (the "SAR Amount") equal to the excess, if any, of the current market price on the exercise date over the exercise price of the SAR (the "SAR Grant Price"), multiplied by the number of Shares in respect of which the SAR is being exercised. The current market price is defined in the LTIP as the last closing price of the Company's Shares on the immediately preceding trading day prior to the relevant exercise date. The SAR Amount is payable in Shares in an amount equal to the SAR Amount divided by the current market price, provided that the applicable award agreement may provide that the Company may alternatively satisfy the SAR Amount by paying to the participant cash in an amount equal to the SAR Amount. The number of SARs to be granted, the SAR Grant Price and the time(s) at which a SAR may be exercised shall be determined by the Board and set out in an award agreement, provided that the SAR Grant Price shall not be lower than the exercise price permitted by the Exchange and further provided that the term of any SAR shall not exceed ten years. The terms of, and SAR Grant Price of, any SAR granted in relation to an Option shall be the same as the terms and exercise price of the Option it is granted in relation to.

In the event of a change of control, each outstanding SAR issued to directors and key employees shall automatically become fully and immediately vested and exercisable, subject to the policies of the Exchange. Where, in the case of directors and key employees, a participant shall die while holding a SAR, any SAR held by such participant shall be exercisable by the person(s) to whom the rights of the participant under the SAR shall pass by will or the laws of descent and distribution for a period of 120 days or prior to the expiration of the exercise period in respect of the SAR, whichever is sooner, and then only to the extent that such participant was entitled to exercise the SAR at the date of death of such participant. Where the employment of a key employee is terminated for cause, no SAR held shall be exercisable from the termination date. In the event that the employment of a key employee is terminated without cause, by voluntary termination or due to retirement or, in the case of directors, the participant ceases to be a director for any reason, subject to the applicable award agreement, any SAR held shall remain exercisable in full for a period of 60 days after the termination or cessation date or prior to the expiration of the exercise period in respect of the SAR, whichever is sooner, and then only to the extent that such participant was entitled to exercise the SAR at such time. If a director or key employee becomes afflicted by a disability, all SARs granted to the participant will continue to vest in accordance with the terms of such SARs, provided that if, in the case of key employees, a participant's employment is terminated due to disability, or in the case of directors, the participant ceases to be a director as a result of disability, subject to the applicable award agreement, any SAR held by such participant shall remain exercisable for a period of 120 days after the termination or cessation date or prior to the expiration of the exercise period in respect of the SAR, whichever is sooner, and then only to the extent that such participant was entitled to exercise the SAR at such time. Where a consultant's service to the Company terminates for any reason, subject to the applicable award agreement and any other contractual commitments between the participant and the Company, no SAR held by such participant shall be exercisable from the date of termination of service.

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

The following table sets forth the securities authorized for issuance under equity compensation plans as of the financial year ended December 31, 2024.

<b>Plan Category</b>	<b>Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights<sup>(1)</sup></b>	<b>Weighted Average Exercise Price of Outstanding Options</b>	<b>Number of Securities to be Issued Upon Exercise of PSUs<sup>(2)</sup></b>	<b>Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans<sup>(4)</sup></b>
Equity Compensation Plans Approved by Securityholders <sup>(3)</sup>	3,674,000	\$0.31	400,000	14,903,662
Equity Compensation Plans Not Approved by Securityholders	N/A	N/A	N/A	N/A
<b>Total</b>	<b>3,674,000</b>	<b>\$0.31</b>	<b>400,000</b>	<b>14,903,662</b>

Notes:

- (1) This figure represents (i) 3,674,000 outstanding Options having a weighted average exercise price of \$0.31 and a weighted average remaining term of 2.3 years.
- (2) This figure represents 400,000 outstanding PSUs having a weighted average exercise price of \$nil.
- (3) The LTIP is an evergreen plan under which the Company can issue such number of share-based awards as is equal to 18% of the Company issued and outstanding Shares from time to time. This amount is based on Share outstanding as at December 31, 2024.
- (4) Based on 18% of 105,431,459 Shares outstanding as of December 31, 2024, less the total number of share-based awards already issued.

A copy of the LTIP is attached as Schedule "C" to the information circular for the annual meeting of Shareholders held on June 27, 2025, which is available under the Company's SEDAR+ profile at [www.sedarplus.ca](http://www.sedarplus.ca). For further information on the LTIP, see the section entitled "Long-Term Incentive Plan".

## INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

None of the Company's or the Company's subsidiary's directors, executive officers, employees, former directors, former executive officers, former employees, Nominees or associates of any of them, is or has been indebted to the Company or its subsidiary, or to another entity where such indebtedness is or has been the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or its subsidiary at any time since the beginning of the most recently completed financial year, and none of the foregoing persons, is indebted to the Company or its subsidiary as of the date of this Information Circular.

## CORPORATE GOVERNANCE

### Audit Committee

The Audit Committee is comprised of Mr. Allin, Mr. Marvis and Mr. Gardner. Each member of the Audit Committee is considered "financially literate" as defined in National Instrument 52-110. Each member of the Audit Committee is also considered independent pursuant to National Instrument 52-110. Mr. Allin is the Chair of the Audit Committee.

The Audit Committee's duties include, but are not limited to:

- appointing the independent auditors and pre-approving all auditing and non-auditing services permitted to be performed by the independent auditors;
- reviewing with the independent auditors any audit problems or difficulties and management's response;
- discussing the annual audited financial statements with management and the independent auditors;
- reviewing the adequacy and effectiveness of our accounting and internal control policies and procedures and any steps taken to monitor and control major financial risk exposures;
- reviewing and approving all proposed related party transactions;
- annually reviewing and reassessing the adequacy of our audit committee charter;
- meeting separately and periodically with management and the independent auditors; and
- monitoring compliance with our code of business conduct and ethics, including reviewing the adequacy and effectiveness of our procedures to ensure proper compliance.

The Audit Committee operates under a written charter that sets out its responsibilities and composition requirements. A copy of the charter is attached to this Information Circular as Schedule "A".

The following table discloses the service fees billed to the Corporation by its external auditor during the last two completed financial years:

Financial Year Ending	Audit Fees <sup>(1)</sup>	Audit Related Fees <sup>(2)</sup>	Tax Fees <sup>(3)</sup>	All Other Fees
December 31, 2024	\$20,000	Nil	Nil	Nil
December 31, 2023	\$20,000	Nil	Nil	Nil
December 31, 2022	\$110,250	\$63,000	Nil	Nil

Notes:

- (1) Audit fees were for professional services rendered by the auditors for the audit and review of NFT Tech's financial statements regarding

statutory and regulatory filings.

- (2) Audit-related fees are for services rendered by NFT Tech's auditors related to the performance of the audit of NFT Tech's financial statements and are not reported under the category "Audit Fees" above.
- (3) Tax fees were for tax advisory services.

## **Board of Directors**

### *Independence of the Board*

Under the Cboe Canada Listing Manual, an "independent director" means a director who is independent in accordance with section 1.4 of National Instrument 52-110 or its successor provision. A listed issuer on Cboe Canada must have a board of directors that consists of (i) at least two independent directors or, (ii) where the board consists of six or more members, at least one-third independent directors. The board is currently comprised of four members, three of whom are considered independent and one of whom is not independent. Mr. Marvis, Mr. Gardner and Mr. Allen are considered "independent" as defined under the Cboe Canada Listing Manual. Mr. Lloyd (Executive Chairman of the Board) is not considered "independent" by virtue of his position in the Company.

The independence of the directors is determined in accordance with NI 52-110, which provides that a director is independent if he or she has no direct or indirect material relationship with the Company and its subsidiaries. A "material relationship" is defined to mean a relationship which could, in the view of the board of directors, reasonably interfere with the exercise of a director's independent judgment and includes an indirect material relationship.

The Executive Chairman of the board of directors is not independent. However, the board of directors has appointed Mr. Marvis as lead independent director, who will be responsible for ensuring that the directors who are independent of management have opportunities to meet without management or non-independent directors present, as required. Such lead director may be appointed and replaced from time to time by our board of directors.

### *Chairman of the Board of Directors*

Mr. Lloyd, the Executive Chairman of the board of directors is a co-founder of the Company. The Chairman's primary responsibilities include chairing all board of directors meetings, ensuring that the board of directors functions effectively, scheduling meetings, setting agendas and ensuring that the Board meetings are organized properly. The Chairman also ensures that all business required to come before the board of directors is presented to its members in a timely and appropriate manner.

### *Lead Independent Director*

The board of directors has appointed Mr. Marvis, an independent member of the board of directors, as Lead Independent Director. The Lead Independent Director's primary responsibility is to ensure that the directors who are independent of management have opportunities to meet without management or non-independent directors present, as required.

### *Meetings of the Board and Committees of the Board*

The board of directors meets as many times as necessary to address all current affairs and business. Each committee of the board of directors meets at least once each year or more frequently as necessary to deal with current business and affairs. The Audit Committee meets at least four times each year.

### *Independent Directors' Meetings*

The independent directors meet at least once each year or more frequently as necessary to deal with current business and affairs. The independent directors hold meetings at which non-independent directors and members of management are not in attendance. In order to facilitate open and candid discussion among independent directors, communication among the independent directors also occurs on an informal and ongoing basis as such need arises.

The board of directors' formal committees are comprised entirely of independent directors.

## **Directorships**

The following director Nominees of the Company are also directors of other reporting issuers.

Director	Other reporting issuers	Exchange	Dates
Wayne Lloyd	ShiftCarbon Inc.	CSE	Chief Executive Officer and director (2018 to present)
Jeremy Gardner	ShiftCarbon Inc.	CSE	Director (2018 to present)
Curt Marvis	QYOU Media Inc.	TSXV, OTCQB	Chief Executive Officer and director (2017 to present)

### Attendance Report

The following table sets forth meeting attendance records for each director in the financial year ended December 31, 2024, including each committee of which the director is a member.

Director	Board Meetings	Independent Director Meetings	Audit Committee Meetings
Wayne Lloyd	2	0	2
Curt Marvis	2	1	2
Jeremy Gardner	2	1	2
Kelly Allin	2	1	2

### Board Mandate

The board of directors adopted a board mandate on January 24, 2022 (the "**Board Mandate**"). The Board Mandate requires that the board of directors meet as required, but at least once a quarter. Depending on the level of activity, the board of directors will meet on an *ad hoc* basis where necessary to provide input and guidance to management. In general, management consults with the board of directors frequently and the board of directors is well informed regarding the Company's affairs.

The Board Mandate requires that the independent directors meet at the conclusion of each meeting of the Board without non-independent directors and management. The Board Mandate requires that the Board maintain a supervisory role over management, and requires that the Board will shall have specific duties and responsibilities relating to: (a) Strategic Planning; (b) Risk Management (including monitoring of our financial performance, financial reporting, financial risk management); (c) Human Resource Matters; (d) Nomination Matters; (e) Corporate Governance Matters; and (f) Communications.

A copy of the Board's written mandate is available on the Company's website at [www.nftech.com](http://www.nftech.com) and is attached hereto as Schedule "B".

### Position Descriptions

The Company's board of directors has not developed a separate written position description for the chair, lead director and the chair of each board committee. The Company's Audit Committee is comprised entirely of independent directors and decisions relating to compensation, nomination and corporate governance are decided on by only the independent directors of the board, which helps ensure that the views of our independent directors are effectively presented. The role of the chair of the board, lead director and the chair of each committee is to preside over all meetings of the board of directors, lead the board of directors or committee in regularly reviewing and assessing the adequacy of its mandate and its effectiveness in fulfilling its mandate, and in the case of the chairs of each committee, report to the board of directors with respect to the activities of the committee.

The Company's board of directors and the Chief Executive Officer have not developed a written position description for the Chief Executive Officer. However, the Chief Executive Officer's principal duties and responsibilities are for planning our strategic direction, providing leadership to the Company, acting as our spokesperson, reporting to shareholders, and overseeing our executive management.

### Orientation and Continuing Education

The Company relies on the advice of its professional advisors to update the knowledge of the Company's directors in

respect of changes in relevant policies and regulations. A number of directors are also directors and/or officers of other publicly traded companies and are benefiting from exposure to boards of directors of such companies. New directors are generally selected on the basis of their breadth of experience with respect to our industry, having regard to the requirements for appropriate skill sets required by the Company.

New members of the Board are provided with: (i) information respecting the functioning of the Board and its committees and a copy of the Company's corporate governance documents; (ii) access to all documents of the Company, including those that are confidential; and (iii) access to management.

As an ongoing process, the Company's board of directors is to consider executive and management development (including training and monitoring of senior executives and management). Board members are encouraged to: (i) communicate with management and auditors; (ii) keep themselves current with industry trends and developments and changes in legislation with management's assistance; and (iii) attend related industry seminars. Directors have free and full access to company records at all times.

### **Ethical Business Conduct**

The Company has adopted a Code of Ethics (the "Code") that applies to all of its employees, officers and directors. This includes the Company's CEO, CFO and principal accounting officer or controller, or persons performing similar functions. The full text of the Company's Code of Ethics is posted on its website at [www.nfttech.com](http://www.nfttech.com).

The Code sets out the Company's fundamental values and standards of behavior that are expected from its directors, officers and employees with respect to all aspects of the Company's business. Its objective is to provide guidelines for maintaining the Company's integrity, reputation and honesty with a goal of honoring others' trust in the Company at all times.

The Company's Audit Committee is responsible for reviewing and evaluating the Code of Conduct periodically and will recommend any necessary or appropriate changes thereto to the board of directors for consideration. The Audit Committee will also assist the Board with the monitoring of compliance with the Code of Conduct by, among other things, obtaining reports from the CEO regarding breaches of the Code, and will be responsible for considering any waivers of the Code of Conduct (other than waivers applicable to our directors or executive officers, which shall be subject to review by the board of directors as a whole).

The Board takes steps to ensure that directors, officers and other employees exercise independent judgment in considering transactions and agreements in respect of which a director, officer or other employee of the Company has a material interest, which include ensuring that directors, officers and other employees are thoroughly familiar with the Code and, in particular, the rules concerning reporting conflicts of interest and obtaining direction from their superior or manager or the Chief Financial Officer regarding any potential conflicts of interest.

The Board encourages and promotes an overall culture of ethical business conduct by promoting compliance with applicable laws, rules and regulations; providing guidance to directors, officers and other employees to help them recognize and deal with ethical issues; promoting a culture of open communication, honesty and accountability; and ensuring awareness of disciplinary action for violations of ethical business conduct.

The Board has also adopted an insider trading policy (the "Insider Trading Policy"). Pursuant to the Insider Trading Policy, the Company's directors and officers are prohibited from speculating in securities of the Company, which may include buying with the intention of quickly reselling such securities, or selling securities of the Company with the intention of quickly buying such securities (other than in connection with the acquisition and sale of shares issued under the equity incentive awards or any Company incentive or benefit plan or arrangement); buying securities on margin or holding NFT Tech's stock in a margin account; short selling a security of the Company or any other arrangement that results in a gain only if the value of the Company securities declines in the future; selling a "call option" giving the holder an option to purchase securities of the Company; buying a "put option" giving the holder an option to sell securities of the Company; pledging of the Company securities; and 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 the market value of securities of the Company (or equivalents such as share units, the value of which is derived from equity securities of the Company) held, directly or indirectly, by such person, including equity securities granted as compensation.

The Board has also adopted a whistleblower policy (the "Whistleblower Policy") that requires that its employees promptly report such violation or suspected violation. In order to ensure that violations or suspected violations can be

reported without fear of retaliation, harassment or an adverse employment consequence, the Whistleblower Policy will contain procedures that are aimed to facilitate confidential, anonymous submissions by the Company's employees.

### **Nomination of Directors**

The Company does not have a separate corporate governance and nominating committee. The function and responsibilities of nomination fall to the board of directors of the Company, in accordance with applicable Cboe Canada rules, with the non-independent director abstaining his vote on matters including, among other things: (i) identifying individuals qualified to become new board members; (ii) recommending nominees to the board for election by the shareholders, or for appointment to fill any vacancy on the board; and (iii) in connection with the foregoing, consider: (a) the competencies and skills that the Board considers to be necessary for the Board, as a whole, to possess; (b) the diversity of the board composition, including whether targets have been adopted for women, visible minorities, Aboriginal people and people with disabilities on the board or in executive officer positions; (c) the competencies and skills that the board considers each existing director to possess; and (d) the competencies and skills each new nominee will bring to the boardroom.

### **Compensation**

The Company does not have a separate compensation committee. The function and responsibilities of compensation fall to the board of directors of the Company, in accordance with applicable Cboe Canada rules, with the non-independent director abstaining his vote on matters including, among other things: (i) reviewing and approving goals and objectives relevant to the Chief Executive Officer's compensation; (ii) evaluating the Chief Executive Officer's performance with respect to those goals and objectives; (iii) determining the Chief Executive Officer's compensation (both cash-based and equity-based); (iv) reviewing and approving incentive compensation plans and equity-based plans and determining whether security holder approval should be obtained; and (v) making recommendations to the board with respect to compensation of other senior officers and directors.

### **Other Committees of the Board of Directors**

Other than the Audit Committee, there is no other committee of the Board of Directors.

### **Assessments**

The Board is required to establish appropriate practices for the regular evaluation of the effectiveness of the Board, its committees and its members. Such assessment considers, in the case of the Board or a committee thereof, its mandate or charter; and, in the case of an individual director, the applicable position description(s), if any, as well as the competencies and skills each individual director is expected to bring to the Board. The Board considers any changes that would enhance the performance of the Board based on a variety of assessment criteria.

### **Board Renewal**

Our board of directors has not adopted director term limits or other automatic mechanisms of board renewal. Rather than adopting formal term limits, mandatory age-related retirement policies and other mechanisms of board renewal, the board of directors will develop a skills and competencies matrix for our board of directors as a whole and for individual directors. The independent directors of the board will also conduct a process for the assessment of our board of directors, the Audit Committee and each director regarding his, her or its effectiveness and contribution, and will report evaluation results to our board of directors on a regular basis.

### **Diversity**

We have not adopted a formal policy with respect to the identification and nomination of women and of other diverse attributes on our board of directors. Establishing and implementing a policy regarding diversity and female representation on our board of directors will be an element that we will take into consideration going forward. There are currently no women on our board of directors. However, we are committed to increasing the level of female representation on our board as board turnover occurs from time to time, taking into account the skills, background, experience and knowledge desired at a particular time by our board of directors and its committees. Accordingly, consideration of the number of women who are directors, along with consideration of whether other diverse attributes are sufficiently represented on our board of directors, will be an important component of the selection process for new directors going forward.

Our board of directors will have the responsibility to take diversity into consideration as part of the overall director selection and nomination processes and to make the identification of female candidates a search criterion. Gender diversity on our board of directors will be achieved by continuously monitoring the level of female representation and, where appropriate, recruiting qualified female candidates to fill positions, as the need arises, through vacancies, growth or otherwise.

In appointing individuals to executive officer positions, we weigh a number of factors, including skills, experience and personal attributes required for the position along with the level of female representation within our senior management team. We are committed to increasing the gender diversity of our executive officers going forward. We have not adopted a target for the number of women in executive officer positions, as we have determined that a target would not be the most effective way of ensuring greater diversity. Our board of directors will however consider the appropriateness of adopting such a target in the future.

### **Nomination of Directors**

The Company does not have a separate corporate governance and nominating committee. The function and responsibilities of nomination fall to the board of directors of the Company, in accordance with applicable Cboe Canada rules, with the non-independent director abstaining his vote on matters including, among other things: (i) identifying individuals qualified to become new board members; (ii) recommending nominees to the board for election by the shareholders, or for appointment to fill any vacancy on the board; and (iii) in connection with the foregoing, consider: (a) the competencies and skills that the Board considers to be necessary for the Board, as a whole, to possess; (b) the diversity of the board composition, including whether targets have been adopted for women, visible minorities, Aboriginal people and people with disabilities on the board or in executive officer positions; (c) the competencies and skills that the board considers each existing director to possess; and (d) the competencies and skills each new nominee will bring to the boardroom.

### **Compensation**

The Company does not have a separate compensation committee. The function and responsibilities of compensation fall to the board of directors of the Company, in accordance with applicable Cboe Canada rules, with the non-independent director abstaining his vote on matters including, among other things: (i) reviewing and approving goals and objectives relevant to the Chief Executive Officer's compensation; (ii) evaluating the Chief Executive Officer's performance with respect to those goals and objectives; (iii) determining the Chief Executive Officer's compensation (both cash-based and equity-based); (iv) reviewing and approving incentive compensation plans and equity-based plans and determining whether security holder approval should be obtained; and (v) making recommendations to the board with respect to compensation of other senior officers and directors.

### **Other Committees of the Board of Directors**

Other than the Audit Committee, there is no other committee of the Board of Directors.

### **Assessments**

The Board is required to establish appropriate practices for the regular evaluation of the effectiveness of the Board, its committees and its members. Such assessment considers, in the case of the Board or a committee thereof, its mandate or charter; and, in the case of an individual director, the applicable position description(s), if any, as well as the competencies and skills each individual director is expected to bring to the Board. The Board considers any changes that would enhance the performance of the Board based on a variety of assessment criteria.

### **Board Renewal**

Our board of directors has not adopted director term limits or other automatic mechanisms of board renewal. Rather than adopting formal term limits, mandatory age-related retirement policies and other mechanisms of board renewal, the board of directors will develop a skills and competencies matrix for our board of directors as a whole and for individual directors. The independent directors of the board will also conduct a process for the assessment of our board of directors, the Audit Committee and each director regarding his, her or its effectiveness and contribution, and will report evaluation results to our board of directors on a regular basis.

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

Except as otherwise disclosed herein, no person who is or has been a director or executive officer of the Company since the beginning of the Company's last financial year, or any proposed Nominee for election as a director of the Company, or any of their associates or affiliates, has any material interest, direct or indirect, by way of beneficial ownership of Shares or otherwise, in any matter to be acted upon at the Meeting.

### INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as disclosed herein, no informed person of NFT Tech, Nominee or any associate or affiliate of such informed person or Nominee, has any material interest, direct or indirect, in any transaction since the commencement of our most recently completed financial year or in any proposed transaction which has materially affected or will materially affect us, except any interest arising from the ownership of Shares where such person or company will receive no extra or special benefit or advantage not shared on a *pro rata* basis by all holders of the same class of Shares who are resident in Canada.

For the purposes of this Information Circular, an "informed person" means (i) any of our directors or officers; (ii) a director or officer of a person or company that is itself an informed person; or (iii) any person or company who beneficially owns, directly or indirectly, and/or exercises control or direction over our voting securities carrying more than 10% of the voting rights attaching to all our outstanding voting securities.

### LEGAL PROCEEDINGS

The Company is currently involved in legal proceedings initiated by Atlas Conglomerate of Ridiculous Proportions LLC ("Atlas"). On December 12, 2024, a default judgment was entered against the Company in the United States District Court for the Southern District of Florida in favor of Atlas in the amount of USD \$127,500.00 (the "**Florida Judgment**") in connection with a breach of contract claim.

On January 28, 2025, Atlas commenced proceedings in the Supreme Court of British Columbia seeking to enforce the Florida judgment in the province of British Columbia. The Company does not intend to contest the validity or enforceability of the Florida default judgment and is participating in the British Columbia proceedings accordingly.

The Company is monitoring the matter and evaluating its potential financial and operational impact. At this time, management does not believe the proceedings will have a material adverse effect on the Company's financial position.

### REGISTRAR AND TRANSFER AGENT

Our registrar and transfer agent is Olympia Trust Company, PO Box 128, STN M, Calgary, AB, Canada T2P 2H6.

### OTHER BUSINESS

Our management knows of no other matters to come before the Meeting other than as referred to in the Notice of Meeting. However, if any other matter(s) which are not known to our management shall properly come before the Meeting, the proxy given pursuant to the solicitation by our management will be voted on such matter(s) in accordance with the best judgment of the person(s) voting the proxy.

### ADDITIONAL INFORMATION

Additional information relating to the Company is available on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca) and on the Company's website at [www.nfttech.com](http://www.nfttech.com). Shareholders may contact the Company to request a paper copy of the Meeting Materials by sending a written request to Suite 202 – 1965 West 4<sup>th</sup> Avenue, Vancouver, British Columbia, V6J 1M8, Attention: Chief Financial Officer. There is no cost to Shareholders for requesting a paper copy of the Meeting Materials.

### SHAREHOLDER NOMINATIONS

The Company has adopted an Advance Notice Policy which contains certain advance notice provisions with respect to the election of directors (the "**Advance Notice Provisions**") whereby Shareholders may nominate a candidate for election as a director of the Company. Such notice must be delivered prior to the Meeting and in accordance with the timelines and other requirements under the Advance Notice Provisions of the Company and in writing and proper form to the Company at Suite 202 – 1965 West 4<sup>th</sup> Ave, Vancouver, British Columbia, V6J 1M8, Attention: Chief

Executive Officer. No nominations were received from the Shareholders for consideration at the Meeting.

**APPROVAL OF INFORMATION CIRCULAR**

The undersigned hereby certifies that the contents and the sending of this Information Circular have been approved by our directors.

DATED at Vancouver, British Columbia, Canada, as of May 12, 2025.

**BY ORDER OF THE BOARD OF DIRECTORS OF  
NFT TECHNOLOGIES INC.**

(signed) "Wayne Lloyd"

Wayne Lloyd

Executive Chairman and Director

## **SCHEDULE "A"**

### **AUDIT COMMITTEE CHARTER**

#### **1. PURPOSE**

This Charter has been adopted by the Board of Directors (the "**Board**") of the NFT Technologies Inc. (the "**Corporation**") to assist the Audit Committee (the "**Committee**") and the Board in exercising their responsibilities, particularly by defining the scope of the Committee's authority in respect of financial and audit related matters delegated to it by the Board. The primary function of the Committee is to assist the Board in fulfilling its oversight responsibilities.

Where used in this Charter, the term "**Executive Management**" has the meaning ascribed to it in the Corporation's Board Charter.

#### **2. RESPONSIBILITIES AND DUTIES**

The Board has delegated to the Committee the responsibility for the following matters:

##### **1. Independent Auditor**

- (a) Selection and Compensation of Independent Auditor: recommending to the Board and shareholders:
  - i) Independent Auditor to be retained for the purpose of conducting review engagements on a quarterly basis (in the event the Corporation become public) and an annual audit of the Corporation's financial statements (Independent Auditor);
  - ii) The compensation of the Independent Auditor; and
  - iii) Communication to the Independent Auditor that it is ultimately accountable to the Board and the Committee as the representative of the shareholders.
- (b) Oversight of Independent Auditor: overseeing the work of the Independent Auditor, which shall report directly to the Committee, including the resolution of disagreements between Executive Management and the Independent Auditor regarding financial reporting.
- (c) Pre-approval of Audit Fees: pre-approving or establishing procedures and policies for the pre-approval of the engagement and compensation of the Independent Auditor in respect of the provision of all audit, audit-related, review, or attest engagements required by applicable law.
- (d) Pre-approval of Non-Audit Fees: establishing policies and procedures for the pre-approval of Non-Audit services performed by the Independent Auditor, provided that they are detailed as to the particular services and designed to safeguard the independence of the Independent Auditor.
- (e) Audit Scope: reviewing and approving the objectives and general scope of the independent audit (including the overall audit plan, the proposed timing, and completion dates) and discussing the independent audit with the Independent Auditor.
- (f) Independent Auditor's Quality Control Procedures, Performance and Independence: evaluating the quality control procedures, performance (annual and comprehensive reviews) and independence of the Independent Auditor in carrying out its responsibilities, including by obtaining and reviewing, at least annually, a report by the Independent Auditor describing:
  - i) The firm's internal quality control procedures;

- ii) Any material issues raised by the most recent internal quality control review of the firm, or by any inquiry or investigation by governmental or professional authorities (e.g., Canadian Public Accountability Board (Canada) and/or Public Company Accounting Oversight Board (US)), and all relationships between the Independent Auditor and the Corporation.
- (g) Staffing of the Audit Team: reviewing the experience and qualifications of the Independent Auditor's audit team assigned to the audit of the Corporation each year and determining that all partner rotation requirements, as promulgated by applicable rules and regulations, are executed. The Audit Committee should present its conclusions to the Board.
- (h) Required Disclosures: reviewing and discussing with the Independent Auditor all disclosures required by applicable accounting or other regulators to be reviewed with respect to the conduct of the audit and quarterly review of the interim financial results.
- (i) Relationships between the Independent Auditor and Management: satisfying itself generally that there is a good working relationship between Executive Management and the Independent Auditor, and reviewing any material correspondence between the Independent Auditor and Executive Management, including but not limited to:
  - i) Any management representation letters;
  - ii) The Independent Auditor's management letters and management's responses thereto;
  - iii) The Independent Auditor's schedule of unadjusted differences;
  - iv) Any material correspondence of the Independent Auditor;
  - v) As well as discussing any material differences of opinion between management and the Independent Auditor.
- (j) Hiring the Independent Auditor: reviewing the hiring of the partners, employees and former partners and employees of the present and any former Independent Auditor who were engaged on the Corporation's account within the last three years prior to such hiring.

## 2. Internal Controls

- (a) System of Internal Controls: satisfying itself that Executive Management has:
  - i) Established and is maintaining an adequate and effective system of internal control over financial reporting and information technology general controls ("ITGCs"); and
  - ii) Is responding on a timely basis to any material weaknesses or significant deficiencies that have been identified, including by meeting with and reviewing reports of the Corporation's Internal Audit Department ("IAD") and the Independent Auditor relating to the Corporation's internal controls and ITGCs.
- (b) Reports on Internal Controls: annually reviewing:
  - i) Executive Management's report relating to the effectiveness of the Corporation's disclosure controls and procedures, internal control over financial reporting, changes in internal controls over financial reporting and ITGCs; and

- ii) The Independent Auditor's report on internal controls over financial reporting under standards of the United States Public Company Accounting Oversight Board (if the issuer is a Securities and Exchange Commission (SEC) registrant).

### 3. Internal Audit

- (a) Internal Audit Department (IAD): overseeing the appointment, termination, and replacement of the Chief Audit Executive of IAD, the scope of the IAD's work plan and budget, as well as the overall performance, staffing and resources of the IAD. The Committee shall also be responsible for coordinating the IAD and Independent Auditor.
- (b) The Committee shall also review:
  - i) Annually, the IAD Charter and recommend changes (if any) to the Charter;
  - ii) Periodically, with the Chief Audit Executive, any significant difficulties, disagreements with management, or scope restrictions encountered in the course of the IAD's work.

### 4. Accounting Matters

- (a) Critical Accounting Policies: reviewing and discussing with the Independent Auditor:
  - i) The selection, use, and application of, as well as proposed material changes to, critical accounting policies, principles, practices, and related judgments;
  - ii) Alternative accounting treatments for policies and practices relating to material items, including the ramifications of such alternative disclosures or treatments and any recommended treatment;
  - iii) Review and approve all related party transactions and the Independent Auditor's evaluation of the Corporation's identification of, accounting for, and disclosure of its relationships with related parties;
  - iv) Review and understand strategies, assumptions and estimates that management has made in preparing financial statements, budgets, and investment plans;
  - v) To satisfy itself that the critical accounting policies and practices and GAAP treatments adopted are appropriate and consistent with the Corporation's needs and applicable requirements.
- (b) Critical audit matters (CAMs) / Key audit matters (KAMs): discussing the CAMs/KAMs and related disclosures with the independent auditor.
- (c) Disagreements: satisfying itself that there is an agreed upon course of action leading to the resolution of significant unsettled issues between Executive Management and the Independent Auditor that do not affect the audited financial statements (e.g., disagreements regarding correction of internal control deficiencies or the application of accounting principles to proposed transactions), if any.
- (d) Off-Balance Sheet Transactions: reviewing all material off-balance sheet transactions and the related accounting presentation and disclosure.

### 5. Risk Oversight

- (a) Financial Risk Oversight: assessing with Executive Management the Corporation's material risk exposures relating to financial and financial reporting matters and the Corporation's actions to identify, monitor, and mitigate such exposures.

- (b) Litigation/Regulatory Actions Oversight: monitoring the status and potential impact of material litigation, regulatory proceedings, and any tax uncertainties.
- (c) Reviewing, monitoring, reporting and, where appropriate, providing recommendations to the Board on the Corporation's major legal obligations and compliance risks including regulatory, privacy and records management, environmental risks, and environment trends that may impact the Corporation's operations and business.

6. Financial Disclosures

- (a) Disclosure Controls: satisfying itself that procedures are in place for the review of the Corporation's public disclosure of financial information and assessing the adequacy of those procedures annually.
- (b) Approval of Disclosures: meeting to review and discuss the Corporation's financial statements with Executive Management and the Independent Auditor and recommending to the Board, prior to release, all such financial statements of the Corporation, together with related Management's Discussion & Analysis of Results of Operations and Financial Position ("MD&A"), earnings press releases, the use of "pro forma" or non-GAAP financial information and all other public disclosure documents of the Corporation containing financial information of the Corporation. Also, discussing the impact of selecting one of several generally accepted accounting principles (GAAP) and/or non-GAAP measures on the financial statements when such a selection has been made in the current reporting period. Alternatively, the Board may delegate the quarterly approval of the interim financial statements of the Corporation, together with related MD&A, earnings press releases, and all other public disclosure documents of the Corporation containing financial information of the Corporation to the Committee. The annual financial statements and applicable reports must be approved by the Board.
- (c) The Committee will review, discuss with Management and with others, as it deems appropriate, and approve all related party transactions and the disclosure thereof.

7. Financial Integrity and Whistleblowing

- (a) Financial Integrity: reviewing on behalf of the Board:
  - i) Any actual or alleged illegal, improper, or fraudulent behaviour related to the Corporation's financial statements, or its accounting or auditing practices; and
  - ii) The findings of any regulatory authorities in relation to the financial affairs of the Corporation.
- (b) Whistle-Blowing Procedures: overseeing the implementation, operation and effectiveness of the Corporation's mechanisms for:
  - i) The receipt, retention, and treatment of complaints received by the Corporation regarding accounting, internal controls, and auditing matters; and
  - ii) The confidential, anonymous submission of complaints by employees of the Corporation of concerns regarding questionable accounting or auditing matters.

8. Ethics and Legal Compliance

- (a) Compliance Culture and Training: reviewing Executive Management's implementation of systems and controls designed to promote compliance with applicable legal and regulatory requirements. In performing its oversight responsibilities, the Committee shall:

- i) Satisfy itself that Executive Management has established an appropriate tone and culture with respect to:
    - (1) Ethical business conduct by the Corporation's employees, agents, representatives, contractors, and suppliers; and
    - (2) Legal and regulatory compliance.
  - ii) Review with Executive Management the design, implementation, and effectiveness of policies or programs that promote compliance with legal and regulatory requirements; and
  - iii) periodically meet with representatives of the Corporation's various functional departments and/or external advisors to discuss the Corporation's compliance with applicable legal and regulatory requirements, the results of internal compliance reviews and material non-compliance with legal and/or regulatory requirements or internal policies, procedures and programs of the Corporation.
- (b) Code of Conduct: monitoring the implementation, operation, and effectiveness of the Corporation's Code of Conduct, periodically reviewing and recommending to the Board changes to such Code, authorizing any waiver of compliance of such Code and overseeing the investigation of any alleged breach thereof.
9. Reporting and Disclosure
- (a) Reporting to the Board: quarterly reporting to the Board with respect to the Committee's review of the Corporation's financial statements, MD&A, financial disclosures, earnings press releases, and related matters, and at least quarterly with respect to the Committee's other activities.
  - (b) Audit Committee Report: overseeing the preparation of the Audit Committee report for inclusion in the Corporation's management information circular/proxy statement, in the form and at the time required by the laws, rules, and regulations of applicable regulatory authorities.

### 3. **SIZE, COMPOSITION, AND INDEPENDENCE**

1. Size: The Committee shall be composed of not less than three (3) nor more than five (5) members. The Board shall annually appoint the members of the Committee and a Chair from amongst those appointed, to hold office until the next annual meeting of the shareholders of the Corporation. The members of the Committee shall serve at the request of the Board and vacancies occurring from time to time shall be filled by the Corporate Governance, Compensation and Nominating Committee. Any member of the Committee may be removed or replaced at any time by the Board and shall automatically cease to be a member of the Committee once the member is no longer a director of the Corporation.
2. Independence: All of the members of the Committee shall meet the independence standards specified by the applicable laws, which is currently Section 1.4 of National Instrument 52-110 of the Canadian Securities Administrators.
3. Financial Literacy and Expertise: All of the members of the Committee shall be "financially literate" as such term is defined in National Instrument 52-110 of the Canadian Securities Administrators, and at least one member of the Committee shall have such accounting or financial expertise as is required to comply with applicable rules and regulations of the Ontario Securities Commission ("OSC") and any other regulatory authority having jurisdiction.
4. Limit on outside audit committees: No director shall serve as a member of the Committee if that director is a member of the audit committees of more than three other boards of directors of other public companies. If the member of Committee can demonstrate financial expertise then that director shall serve no more than four other board of directors of other public companies.

5. Independent Advisors: The Committee may retain and compensate such outside financial, legal, and other advisors at the expense of the Corporation as it deems reasonably necessary to assist and advise the Committee in carrying out the Committee's duties and responsibilities.
6. Role of Chair: The Chair of the Committee shall generally provide leadership to enhance the effectiveness of the Committee and act as the liaison between the Committee and the Board as well as between the Committee and Executive Management. The Chair shall also manage the Committee's activities and meetings, manage any outside legal or other advisors retained by the Committee, and manage the process of reporting to the Board on the Committee's activities and related recommendations.
7. Secretary of the Committee: Unless otherwise determined or approved by the Committee, the Secretary or an Assistant Secretary of the Corporation shall act as the Secretary of the Committee. In the absence of the Secretary or an Assistant Secretary, the Committee shall select an individual to act as the Secretary of the Committee. The Secretary of the Committee shall keep minutes of the Committee and such minutes shall be retained in the corporate records of the Corporation. Minutes of Committee meetings shall be circulated promptly to all members of the Committee and, once approved, shall be made available to all members of the Board, unless a conflict of interest exists.

#### **4. COMMITTEE MEETING ADMINISTRATION**

1. Meetings: The Committee shall hold at least four scheduled meetings each year, consisting of quarterly meetings held within the timeframes set forth in Section 10 of this Charter. Other meetings shall be scheduled as required. Regular meetings of the Committee shall be called by the Chair of the Committee, and additional meetings may be called by any member of the Committee, the Chair of the Board, Chief Executive Officer, Chief Financial Officer, Chief Legal Officer or the Secretary of the Corporation. At each quarterly meeting, the Committee shall meet separately with the Independent Auditor (in the situation where the Corporation is a public company) and the Chief Audit Executive in the absence of Management, and Management in the absence of the Independent Auditor. At least annually, the Committee shall meet separately with the Corporation's Vice President responsible for legal, ethical matters without members of Management being present.
2. Quarterly Meetings: the Committee shall meet with Executive Management and the Independent Auditor of the Corporation within:
  - i) Forty-five (45) days, or such lesser period as may be prescribed by applicable law, following the end of each of the first three financial quarters of the Corporation, but in any event prior to the release of the financial results for each such quarter and their filing with the applicable regulatory authorities, to review and discuss the financial results of the Corporation for the fiscal quarter and the related MD&A as well as the results of the Independent Auditor's review of the financial statements for such quarter and, if satisfied, report thereon to, and recommend their approval by, the Board and their inclusion in the Corporation's required regulatory filings for such quarter; and
  - ii) Seventy-five (75) days, or such lesser period as may be prescribed by applicable law, following the financial year-end of the Corporation, but in any event prior to the release of the financial results for the financial year and their filing with the applicable regulatory authorities, to review and discuss the audited financial statements of the Corporation for the preceding fiscal year and the related MD&A, as well as the results of the Independent Auditor's audit of the financial statements for the year and, if satisfied, report thereon to, and recommend their approval by, the Board and the Corporation's shareholders as required by applicable law and their inclusion in the Corporation's Annual Report and other required regulatory filings.

In reviewing the quarterly and annual financial results, the Committee shall ensure that there are adequate procedures for the review of such financial results, including a timely review by the Independent Auditor.

3. Minimum Attendance: Each member of the Committee is expected to use all reasonable efforts to attend a minimum of 75% of all regularly scheduled Committee meetings, except to the extent that any absence is due to medical or other valid reasons.

4. Notice of Meeting: Unless otherwise determined or approved by the Committee, the Secretary of the Committee shall provide notice of each meeting of the Committee to the following persons, all of whom shall be entitled to attend each Committee meeting:

- i) the Committee Chair and each member of the Committee;
- ii) the Chief Executive Officer, the Chief Financial Officer, the Chief Legal Officer of the Corporation, the Senior Vice-President, Finance, and the Controller;
- iii) the Independent Auditor;
- iv) the Chief Audit Executive;
- v) the Chief Compliance Officer; and
- vi) any other person whose attendance is deemed necessary or advisable by the Chair of the Committee.

5. Committee Access to Employees and Others: For the purpose of performing their duties and responsibilities, the members of the Committee shall have full access to and the right to discuss any matters relating to such duties with any or all of:

- i) any employee of the Corporation;
- ii) the Independent Auditor; and/or
- iii) any advisors to the Corporation (including advisors retained by the Committee), as well as the right to inspect all applicable books, records, and facilities of the Corporation and its subsidiaries and shall be permitted to discuss such books, records and facilities and any other matters within the Committee's mandate with any of the foregoing.

6. Meeting Agendas: The Committee Chair shall establish a preliminary agenda for each Committee meeting with the assistance of the Secretary of the Corporation. Any director or other person entitled to call a meeting may request items to be included on the agenda for any meeting.

7. Meeting Materials: To the reasonably practicable extent, meeting materials shall be distributed sufficiently in advance of Committee meetings to permit members to properly review and consider such materials.

8. Quorum: A majority of the members of the Committee shall constitute a quorum and all actions of the Committee shall be taken by a majority of the members present at the meeting. If the Committee only has two members as a result of a vacancy on the Committee, both members shall constitute a quorum. The definition of quorum is usually disclosed in the by-laws of the Corporation.

## **5. DELEGATION OF RESPONSIBILITY**

1. Right of Delegation: Subject to applicable law, the Committee may, from time to time, delegate one or more of its duties and responsibilities under this Charter to the Chair of the Committee, any other member of the Committee or any sub-committee of the Committee.

## **6. REVIEW AND REVISION OF CHARTER**

1. Annual review: The Committee shall annually review this Charter and recommend to the Board such changes as it deems advisable.

## **7. OTHER MATTERS**

1. Training of Committee Members: The Committee shall be provided with appropriate and timely training, both in the form of an induction program for new members and on an ongoing basis for all other members. The induction program for new members should cover this Charter and provide an overview of the Organization's internal controls and risk management systems. This induction should also include meeting the Independent Auditor and relevant employees of the Corporation.
2. Performance of the Committee: The Committee shall review its own performance on a biennial basis to ensure that it is Operating at maximum effectiveness and also recommend any changes it considers necessary to the Board for approval.
3. Accountability: The minutes of all meetings of the Audit Committee will be made available for review by any member of the Board on request to the Chair of the Audit Committee.

## **SCHEDULE "B"**

### **BOARD MANDATE**

#### **1. PURPOSE**

1. The directors are responsible for managing or supervising the management of the business and affairs of the Company. The directors are not responsible for the day-to-day management of the Company, which is the responsibility of the Company's executive officers, including the Company's Chief Executive Officer or Chief Financial Officer or such other senior officers as they may delegate from time to time (the "**Executive Management**").

#### **2. RESPONSIBILITIES**

In discharging their responsibilities, directors shall:

1. require management to develop and maintain a strategic planning process and present its strategic and operating plans to the Board on an annual basis or such other basis as may be required by the Board;
2. approve all capital plans and establish priorities in the allocation of funds for major capital projects (including material research and development expenditures) on an annual basis or such other basis as may be required by the Board;
3. require management to implement appropriate procedures and systems to attempt to identify the principal risks to the Company's business;
4. plan for and oversee the senior management succession process, including monitoring senior management's performance and, ultimately, appointing members of senior management;
5. require senior management to develop and maintain a strategy to communicate effectively with the Company's securityholders, investment analysts and the public generally and to accommodate and address feedback from the Company's securityholders;
6. require management to maintain internal control and management information systems and, through Board committees or otherwise, monitor these systems as it sees fit;
7. require senior management to implement systems to ensure that the Company operates within applicable laws and regulations;
8. give direction and guidance to management, review the Company's performance and that of its senior officers in achieving the performance goals and policies established by the Board and keep management informed of such evaluation of the Company's performance and that of its senior officers;
9. implement or cause to be implemented corrective action where required to meet the performance goals and policies in respect of the Company and its senior officers;
10. arrange for the operating results of the Company to be presented by management to the Board on a regular basis;
11. require that the Board be kept reasonably informed of the Company's activities and performance;
12. authorize the issuance of equity and debt securities of the Company;
13. review and, where appropriate, approve all public disclosure by the Company, including: press releases; financial results; management's discussion and analysis; material change reports; prospectuses; and all other public continuous disclosure documents other than: press releases, material change reports and other public disclosure documents in the ordinary course of the

Company's operations, which may be approved by Executive Management or other directors, in consultation with the Company's legal counsel; and press releases resulting from emergency or urgent situations, which may be approved by the Company's Chief Executive Officer or Chief Financial Officer or such other directors or senior officers as they may delegate from time to time, in consultation with the Company's legal counsel; and

14. review, consider and approve all compensation of Executive Management and directors.

### 3. ORGANIZATION OF THE BOARD

1. The composition of the Board shall comply with applicable corporate and securities laws.
2. Unless otherwise determined by the Board, in its discretion, subject to applicable laws, the Board should be comprised of a majority of directors who qualify as "independent", as such term is defined in National Instrument 52-110 – *Audit Committees* or by Cboe Canada Inc. ("**Cboe Canada**"), or such other stock exchange or quotation system on which the common shares of the Company may be listed or quoted for trading.
3. Each year the Board shall review the relationship that each director has with the Company in order to satisfy themselves that any independence criteria have been met.
4. Directors are expected to exercise their business judgment to act in good faith, on an informed basis and in what they reasonably believe to be the best interest of the Company and its shareholders. Directors are expected to attend the meetings of the Board and the committee(s) on which they serve and to review in advance materials distributed before the meeting.

### 4. MATTERS FOR INDEPENDENT DIRECTORS

1. So long as required by the Listing Manual of Cboe Canada (the "**Listing Manual**"), the following matters shall only be approved by Independent Directors of the Board, with the non-independent director abstaining his vote on matters including:
  - (a) with respect to nomination and corporate governance:
    - i. identifying individuals qualified to become new board members;
    - ii. recommending nominees to the board for election by the shareholders, or for appointment to fill any vacancy on the board; and
    - iii. in connection with the foregoing, consider: (a) the competencies and skills that the Board considers to be necessary for the Board, as a whole, to possess; (b) the diversity of the board composition, including whether targets have been adopted for women, visible minorities, Aboriginal people and people with disabilities on the board or in Executive Management positions; (c) the competencies and skills that the board considers each existing director to possess; and (d) the competencies and skills each new nominee will bring to the boardroom; and
  - (b) with respect to compensation:
    - i. reviewing and approving goals and objectives relevant to the Chief Executive Officer's compensation;
    - ii. evaluating the Chief Executive Officer's performance with respect to those goals and objectives;
    - iii. determining the Chief Executive Officer's compensation (both cash-based and equity-based);

- iv. reviewing and approving incentive compensation plans and equity-based plans and determines whether security holder approval should be obtained; and
- v. making recommendations to the board with respect to compensation of other senior officers and directors.

## 5. GENERAL

1. Director attendance at shareholder meetings is appropriate and can assist directors in carrying out their duties. For example, attendance at such meetings allows directors to directly witness shareholder's concerns regarding the Company. The Board expects that directors will attend annual shareholder meetings.
2. The Board believes that the number of common shares each director chooses to own is a personal decision. Nevertheless, directors should strongly consider becoming shareholders of the Company soon after their election or appointment to the Board.
3. There is no limit on the number of terms a director may serve; provided, however, that a director shall not stand for re-election after his or her 75th birthday, except with the prior approval of the Board.
4. Except with the prior approval of the Board, as part of every regularly scheduled quarterly meeting of the Board, the non-management directors should meet in the absence of management. Such executive sessions shall be chaired by the Chair if he or she is a non-executive director or otherwise by the Lead Director (if one is appointed) and may be held in person or by teleconference or other means of telecommunications acceptable to the non-management directors.
5. The Board shall establish the duties, powers and responsibilities of the Company's Board committees from time to time and revise such duties, powers and responsibilities as it sees fit.
6. Each year, the Board shall:
  - a) appoint the members of each board committee of the Company and appoint the Chair of each such committee;
  - b) appoint a Chair of the Board and prescribe his or her duties, powers and responsibilities;
  - c) appoint the Chief Executive Officer of the Company and prescribe his or her duties and responsibilities;
  - d) consider the appointment of a Lead Director, if the same person is appointed as Chair and Chief Executive Officer or the Chair is not "independent", as such term is defined in National Instrument 52-110 – *Audit Committees* or by Cboe Canada, or such other stock exchange or quotation system on which the common shares of the Company may be listed or quoted for trading;
  - e) on the recommendation of the Chief Executive Officer, appoint the officers of the Company reporting directly to the Chief Executive Officer, approve all changes therein, and approve the senior management structure of the Company, as needed; and
  - f) review the Company's corporate governance policies and revise such policies as it sees fit, and any similar policies adopted by the Company from time to time.
7. The Board should reasonably try to meet at least 4 times each year on dates determined by the Board and also at any other time(s) at the call of the Chair or of any two members of the Board. Board meetings may be called on 48 hours' written notice or such shorter period of time as may be necessary for emergency or urgent situations.

8. In the event of a change of the status or credentials underlying a director's appointment to the Board, the director so affected should, on his or her own initiative, discuss the change with the Chair of the Board so that there is an opportunity for the Board to review the continued appropriateness of Board membership under his or her new circumstances. Each case will be dealt with on its own merits, but as a rule a director is expected to tender his or her resignation if there is a material adverse change in his or her credentials or circumstances.
9. Unless specified otherwise in a committee's charter or terms of reference, the following procedural rules apply to each committee of the Board:
  - a) each committee shall meet on the call of (i) the Chair of the committee, (ii) two members of the committee or (iii) the Chair of the Board or the Chief Executive Officer;
  - b) quorum for the conduct of business of a committee shall be a majority of the number of its members. The committee shall have full power and authority to act notwithstanding that there may be one or more vacancies in its membership;
  - c) unless the Board has appointed a chair of a committee, the members of that committee shall elect a chair from amongst their number;
  - d) the Chair of each committee shall appoint a secretary to take minutes of meetings and otherwise record the proceedings of the committee. Failing such appointment, the Chair of a committee shall also act as its Secretary;
  - e) Board meetings may be called on 48 hours' written notice or such shorter period of time as may be necessary for emergency or urgent situations.
  - f) the Board may, in its absolute discretion, remove or replace any member of any committee and fill any vacancies in a committee. Any member of a committee who for any reason ceases to be a director of the Company shall *ipso facto* cease to be a member of that committee;
  - g) any committee may appoint sub-committees of one or more people, a majority of whom must be members of the committee; and
  - h) except as otherwise prescribed by the Board, the Articles of the Company applicable to the conduct of meetings of the Board shall apply *mutatis mutandis* to the conduct of meetings of all committees.

**SCHEDULE "C"**  
**LONG TERM INCENTIVE PLAN**

**NFT TECHNOLOGIES INC.**  
**(the "Company")**

**LONG-TERM PERFORMANCE INCENTIVE PLAN**

**Adopted by the board of Directors on January 14, 2022 As amended on September 12, 2022**

**SECTION 1. ESTABLISHMENT AND PURPOSE OF THIS PLAN**

The Company wishes to establish this long-term performance incentive plan ("Plan"). The purpose of this Plan is to promote the long-term success of the Company and the creation of shareholder value by: (a) encouraging the attraction and retention of Directors, Key Employees and Consultants of the Company and its Subsidiaries; (b) encouraging such Directors, Key Employees and Consultants to focus on critical long-term objectives; and (c) promoting greater alignment of the interests of such Directors, Key Employees and Consultants with the interests of the Company.

To this end, this Plan provides for the grant of Restricted Share Units, Performance Share Units, Deferred Share Units, Options and Stock Appreciation Rights to Directors, Key Employees and Consultants of the Company as further described in this Plan.

This Plan is a "fixed number" plan, permitting the issuance of up to a maximum of 18% of the issued and outstanding Shares at the time of the grant pursuant to Awards granted hereunder. Pursuant to the rules of the Exchange, this Plan shall be subject to the initial approval of a majority of the shareholders of the Company at the first annual general meeting of the Company held following the listing of the Company's Shares on the Exchange, and to ongoing approval by the shareholders of the Company every three years from the year the Plan was first approved.

**SECTION 2. DEFINITIONS**

As used in this Plan, the following terms shall have the meanings set forth below:

- (a) "Associate" has the meaning ascribed thereto in the Securities Act;
- (b) "Award" means any award of Restricted Share Units, Performance Share Units, Deferred Share Units, Options or SARs granted under this Plan;
- (c) "Award Agreement" means any written agreement, contract, or other instrument or document, including an electronic communication, as may from time to time be designated by the Company as evidencing any Award granted under this Plan;
- (d) "Board" means the board of directors of the Company;
- (e) "Change of Control" means the acquisition by any person or by any person and a joint actor, whether directly or indirectly, of voting securities (as such terms are interpreted in the Securities Act) of the Company, which, when added to all other voting securities of the Company at the time held by such person or by such person and a person "acting jointly or in concert" with another person, as that phrase is interpreted in National Instrument 62-103, totals for the first time not less than fifty (50%) percent of the outstanding voting securities of the Company or the votes attached to those securities are sufficient, if exercised, to elect a majority of the Board;
- (f) "Committee" means such committee of the Board performing functions in respect of compensation as may be determined by the Board from time to time, if any;

- (g) "Company" means NFT Technologies Inc., a company existing under the Business Corporations Act, SBC 2002, c 57 and any of its successors or assigns;
- (h) "Consultant" means a Person (other than a Key Employee or Director) that:
- (i) is engaged to provide, on an ongoing bona fide basis, consulting, technical, management or other services to the Company or an affiliate of the Company, other than services provided in relation to a distribution (as defined in the Securities Act);
  - (ii) provides the services under a written contract between the Company or an affiliate of the Company and the Person, as the case may be;
  - (iii) in the reasonable opinion of the Company, spends or will spend a significant amount of time on the affairs and business of the Company or an affiliate of the Company; and
  - (iv) has a relationship with the Company or an affiliate of the Company that enables the Person to be knowledgeable about the business and affairs of the Company, and includes:
    - (v) for a Person that is an individual, a corporation of which such individual is an employee or shareholder, and a partnership of which the individual is an employee or partner; and
    - (vi) for a Person that is not an individual, an employee, executive officer or director of the consultant, provided that the individual employee, executive officer or director spends or will spend a significant amount of time on the affairs and business of the Company or an affiliate of the Company;
- (i) "Current Market Price" means the closing price of the Shares on the last Trading Day on which trading in the Shares took place immediately prior to the relevant exercise date;
- (j) "Deferred Share Unit" means a right to receive on a deferred basis a payment in either Shares or cash as provided in Section 5(c) hereof and subject to the terms and conditions of this Plan and the applicable Award Agreement;
- (k) "Determination Date" means a date determined by the Board in its sole discretion but not later than 90 days after the expiry of a Performance Cycle;
- (l) "Director" means a member of the Board;
- (m) "Disability" means any medical condition which qualifies a Participant for benefits under a long- term disability plan of the Company or Subsidiary;
- (n) "Effective Date" has the meaning ascribed thereto in Section 8;
- (o) "Election Form" means the form to be completed by a Director specifying the amount of Fees he or she wishes to receive in Deferred Share Units under this Plan;
- (p) "Eligible Person" means executive officers, employees, Directors, Key Employees and Consultants;
- (q) "Exchange" means the Neo Exchange Inc., or such other exchange upon which the Shares of the Company may become listed for trading;
- (r) "Fees" means the annual board retainer, chair fees, meeting attendance fees or any other fees payable to a Director by the Company;

- (s) "Grant Date" means, for any Award, the date specified by the Board as the grant date at the time it grants the Award or, if no such date is specified, the date upon which the Award was actually granted;
- (t) "Insider" means any insider, as that term is defined in the Securities Act;
- (u) "Insider Participant" means a Participant who is an (i) Insider of the Company or of a Subsidiary, and (ii) Associate of any person who is an Insider by virtue of (i);
- (v) "Key Employees" means employees, including officers, whether Directors or not, and including both full-time and part-time employees of the Company or any Subsidiary who, by the nature of their positions or jobs are, in the opinion of the Board, in a position to contribute to the success of the Company, and appear on the list of key employees maintained by the Board of Directors;
- (w) "Market Unit Price" means the value of a Share determined by reference to the five-day volume weighted average closing price of a Share on the immediately preceding five (5) Trading Days on which trading in the Shares took place;
- (x) "Option" means incentive share purchase options entitling the holder thereof to purchase Shares;
- (y) "Participant" means any Eligible Person to whom Awards under this Plan are granted;
- (z) "Participant's Account" means a notional account maintained for each Participant's participation in this Plan which will show any Restricted Share Units, Performance Share Units, Deferred Share Units, Options or SARs credited to a Participant from time to time;
- (aa) "Performance-Based Award" means, collectively, Performance Share Units and Restricted Share Units;
- (bb) "Performance Criteria" means criteria established by the Board which, without limitation, may include criteria based on the Participant's personal performance and/or financial performance of the Company and its Subsidiaries, and that are to be used to determine the vesting of the Performance Share Units;
- (cc) "Performance Cycle" means the applicable performance cycle of the Performance Share Units as may be specified by the Board in the applicable Award Agreement;
- (dd) "Performance Share Unit" means a right awarded to a Participant to receive a payment in Shares as provided in Section 5(b) hereof and subject to the terms and conditions of this Plan and the applicable Award Agreement;
- (ee) "Person" means any individual, corporation, partnership, association, joint-stock company, trust, unincorporated organization, or governmental authority or body;
- (ff) "Restriction Period" means the time period between the Grant Date and the Vesting Date of an Award of Restricted Share Units specified by the Board in the applicable Award Agreement, which period shall be no less than 12 months, provided the Board may, in its discretion, permit earlier vesting, no sooner than quarterly, of the Restricted Share Units;
- (gg) "Restricted Share Unit" means a right awarded to a Participant to receive a payment in Shares as provided in Section 5(a) hereof and subject to the terms and conditions of this Plan and the applicable Award Agreement;
- (hh) "Retirement" means retirement from active employment with the Company or a Subsidiary with the consent of

an officer of the Company or the Subsidiary;

(ii) "SA Rights" has the meaning set out in Section 5(e)(i); (jj) "SAR" has the meaning set out in Section 5(e)(i);

(kk) "SAR Amount" has the meaning set out in Section 5(e)(iii); (ll) "SAR Grant Price" has the meaning set out in Section 5(e)(ii);

(mm) "Securities Act" means the Securities Act, RSBC 1996, c 418, as amended, from time to time;

(nn) "Security-Based Compensation Arrangement" shall have the meaning ascribed thereto in the rules and policies of the Exchange, or in the event that such term is not defined in the rules and policies of the Exchange, shall mean a stock option, stock option plan, employee stock purchase plan, long-term incentive plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Shares to one or more full-time or part-time employees, officers, Insiders, service providers or Consultants of the Company or a Subsidiary, including a share purchase from treasury by a full-time or part-time employee, officer, Insider, service provider or Consultant which is financially assisted by the Company or a Subsidiary by way of loan, guarantee or otherwise;

(oo) "Shares" means the common shares of the Company;

(pp) "Subsidiary" means a corporation, company or partnership that is controlled, directly or indirectly, by the Company;

(qq) "Termination Date" means, as applicable: (i) in the event of a Participant's Retirement, voluntary termination or termination of employment as a result of a Disability, the date on which such Participant ceases to be an employee of the Company or a Subsidiary; and (ii) in the event of termination of the Participant's employment by the Company or a Subsidiary, the date on which such Participant is advised by the Company or a Subsidiary, in writing or verbally, that his or her services are no longer required;

(rr) "Trading Day" means any date on which the Exchange is open for trading; and

(ss) "Vesting Date" means in respect of any Award, the date when the Award is fully vested in accordance with the provisions of this Plan and the applicable Award Agreement.

### SECTION 3. ADMINISTRATION

(a) **BOARD TO ADMINISTER PLAN.** Except as otherwise provided herein, this Plan shall be administered by the Board and the Board shall have full authority to administer this Plan, including the authority to interpret and construe any provision of this Plan and to adopt, amend and rescind such rules and regulations for administering this Plan as the Board may deem necessary in order to comply with the requirements of this Plan.

(b) **DELEGATION TO COMMITTEE.** All of the powers exercisable hereunder by the Board may, to the extent permitted by applicable law and as determined by resolution of the Board, be delegated to and exercised by the Committee or such other committee as the Board may determine.

(c) **INTERPRETATION.** All actions taken and all interpretations and determinations made or approved by the Board in good faith shall be final and conclusive and shall be binding on the Participants and the Company.

(d) **NO LIABILITY.** No Director shall be personally liable for any action taken or determination or interpretation made or approved in good faith in connection with this Plan and the Directors shall,

in addition to their rights as Directors, be fully protected, indemnified and held harmless by the Company with respect to any such action taken or determination or interpretation made. The appropriate officers of the Company are hereby authorized and empowered to do all things and execute and deliver all instruments, undertakings and applications and writings as they, in their absolute discretion, consider necessary for the implementation of this Plan and of the rules and regulations established for administering this Plan. All costs incurred in connection with this Plan shall be for the account of the Company.

#### SECTION 4. SHARES AVAILABLE FOR AWARDS

(a) LIMITATIONS ON SHARES AVAILABLE FOR ISSUANCE.

(i) Subject to adjustment as provided in Section 6 hereof the aggregate number of Shares issuable under this Plan in respect of Awards or any other Security-Based Compensation Arrangement of the Company shall not exceed eighteen percent (18%) of the Company's total issued and outstanding share capital from time to time or such other number as may be approved in accordance with the applicable Exchange policies and rules and the shareholders of the Company from time to time. The aggregate number of Shares to be delivered upon the exercise of all Awards granted under the Plan shall not exceed the maximum number of Shares permitted under the rules of any stock exchange on which the Shares are then listed or other regulatory body having jurisdiction. If any Awards granted hereunder shall expire or terminate for any reason without having been exercised in full, the unpurchased Shares subject thereto shall again be available for the purpose of this Plan.

(ii) So long as it may be required by the rules and policies of the Exchange:

A. the total number of Shares issuable to any Participant under this Plan, at any time, together with Shares reserved for issuance to such Participant under all of the Company's other Security-Based Compensation Arrangements, shall not exceed five (5%) percent of the issued and outstanding Shares; and

B. the total number of Shares issuable to all Insider Participants within any one- year period and at any time under this Plan, together with Shares reserved for issuance to such Participants under all of the Company's other Security-Based Compensation Arrangements, shall not exceed eighteen (18%) percent of the issued and outstanding Shares;

(iii) The total number of Shares issuable to non-executive Directors under this Plan (excluding, for this purpose, the Chairman of the Board, if any) shall not exceed three (3%) percent of the issued and outstanding Shares; and

(iv) The grant value of Shares issued or reserved for issuance pursuant to Options granted under this Plan to any one non-executive Director (excluding, for this purpose, the Chairman of the Board, if any) plus the number of Shares that are reserved at that time for issue or are issuable to such non-executive Director pursuant to any other Security- Based Compensation Arrangements shall not exceed \$100,000 in any fiscal year, calculated by the Company as of the grant date.

(b) EVERGREEN. The maximum number of Shares issuable under this Plan, as set out in Section 4(a)(i), will automatically increase and replenish on January 1st of each calendar year (the "Evergreen Date"), to a maximum amount equal to eighteen percent (18%) of the then-total number of Common Shares outstanding on the December 31st immediately preceding the applicable Evergreen Date (the "Evergreen Increase"). Notwithstanding the foregoing, the Board may act prior to the Evergreen Date of a given year to provide that there will be no Evergreen

Increase for such year, or that the Evergreen Increase for such year will be a lesser number of shares of Common Stock than would otherwise occur pursuant to the preceding sentence.

(c) REVERSION OF SHARES. If an Award or any portion thereof (i) expires or otherwise terminates without all of

the shares covered by such Award having been issued or (ii) is settled in cash (i.e., the Participant receives cash rather than stock), such expiration, termination or settlement will not reduce (or otherwise offset) the number of Common Shares that may be available for issuance under the Plan. If any Common Shares issued pursuant to an Award are forfeited back to or repurchased by the Company because of the failure to meet a contingency or condition required to vest such shares in the Participant, then the shares that are forfeited or repurchased will revert to and again become available for issuance under the Plan. Any shares reacquired by the Company in satisfaction of tax withholding obligations on a Stock Award or as consideration for the exercise or purchase price of an Award will again become available for issuance under the Plan.

(d) ACCOUNTING FOR AWARDS. For purposes of this Section 4:

(i) If an Award is denominated in Shares, the number of Shares covered by such Award, or to which such Award relates, shall be counted on the Grant Date of such Award against the aggregate number of Shares available for granting Awards under this Plan; and

(ii) Notwithstanding anything herein to the contrary, any Shares related to Awards which terminate by expiration, forfeiture, cancellation, or otherwise without the issuance of such Shares, or are exchanged with the Board's permission, prior to the issuance of Shares, for Awards not involving Shares, shall be available again for granting Awards under this Plan.

(e) ANTI-DILUTION. If the number of outstanding Shares is increased or decreased as a result of a stock split, consolidation or recapitalization and not as a result of the issuance of Shares for additional consideration or by way of stock dividend, the Board may make appropriate adjustments to the number and price (or other basis upon which an Award is measured) of Restricted Share Units, Performance Share Units, Deferred Share Units, Options and/or SARs credited to a Participant. Any determinations by the Board as to the required adjustments shall be made in its sole discretion and all such adjustments shall be conclusive and binding for all purposes under this Plan.

(f) PRIOR AWARDS. From and after the Effective Date, any prior awards of the type and nature set out under this Plan shall be governed and deemed to be governed by the provisions of this Plan as existing Awards under this Plan.

SECTION 5. AWARDS

(a) RESTRICTED SHARE UNITS

(i) ELIGIBILITY AND PARTICIPATION. Subject to the provisions of this Plan and such other terms and conditions as the Board may prescribe, the Board may, from time to time, grant Awards of Restricted Share Units to Directors, Key Employees and Consultants. Restricted Share Units granted to a Participant shall be credited, as of the Grant Date, to the Participant's Account. The number of Restricted Share Units to be credited to each Participant shall be determined by the Board in its sole discretion in accordance with this Plan. Each Restricted Share Unit shall, contingent upon the lapse of any restrictions, represent one (1) Share. The number of Restricted Share Units granted pursuant to an Award and the Restriction Period in respect of such Restricted Share Units shall be specified in the applicable Award Agreement.

(ii) RESTRICTIONS. Restricted Share Units shall be subject to such restrictions as the Board, in its sole discretion, may establish in the applicable Award Agreement, which restrictions may lapse separately or in combination at such time or times and on such terms, conditions and satisfaction of objectives as the Board may, in its discretion, determine at the time an Award is granted.

(iii) VESTING. All Restricted Share Units will vest and become payable by the issuance of Shares at the end of the Restriction Period if all applicable restrictions have lapsed, as such restrictions may be specified in the Award Agreement.

(iv) **CHANGE OF CONTROL.** In the event of a Change of Control, all restrictions upon any Restricted Share Units shall lapse immediately and all such Restricted Share Units shall become fully vested in the Participant and will accrue to the Participant in accordance with Section 5(a)(x) hereof.

(v) **DEATH.** Other than as may be set forth in the applicable Award Agreement, upon the death of a Participant, any Restricted Share Units granted to such Participant which, prior to the Participant's death, have not vested, will be immediately and automatically forfeited and cancelled without further action and without any cost or payment, and the Participant or his or her estate, as the case may be, shall have no right, title or interest therein whatsoever. Any Restricted Share Units granted to such Participant which, prior to the Participant's death, had vested pursuant to the terms of the applicable Award Agreement will accrue to the Participant's estate in accordance with Section 5(a)(x) hereof.

(vi) **TERMINATION OF EMPLOYMENT.**

A. Where, in the case of a Key Employee, a Participant's employment is terminated by the Company or a Subsidiary for cause, all Restricted Share Units granted to the Participant under this Plan will immediately terminate without payment, be forfeited and cancelled and shall be of no further force or effect as of the Termination Date.

B. Where, in the case of a Key Employee, a Participant's employment terminates by reason of termination by the Company or a Subsidiary without cause, by voluntary termination or due to Retirement by the Participant, all Restricted Share Units granted to the Participant under this Plan that have not vested will, unless the applicable Award Agreement provides otherwise and subject to the provisions below, immediately terminate without payment, be forfeited and cancelled and shall be of no further force or effect as of the Termination Date, provided, however, that any Restricted Share Units granted to such Participant which, prior to the Participant's termination without cause, voluntary termination or Retirement, had vested pursuant to the terms of the applicable Award Agreement will accrue to the Participant in accordance with Section 5(a)(x) hereof.

C. Upon termination of a Participant's employment with the Company or a Subsidiary, the Participant's eligibility to receive further grants of Awards of Restricted Share Units under this Plan shall cease as of the Termination Date.

(vii) **DISABILITY.** Where, in the case of a Key Employee, a Participant becomes afflicted by a Disability, all Restricted Share Units granted to the Participant under this Plan will continue to vest in accordance with the terms of such Restricted Share Units, provided, however, that no Restricted Share Units may be redeemed during a leave of absence. Where a Key Employee's employment is terminated due to Disability, all Restricted Share Units granted to the Participant under this Plan that have not vested will, unless the applicable Award Agreement provides otherwise and subject to the provisions below, immediately terminate without payment, be forfeited and cancelled and shall be of no further force or effect as of the Termination Date, provided, however, that any Restricted Share Units granted to such Participant which, prior to the Participant's termination due to Disability, had vested pursuant to terms of the applicable Award Agreement will accrue to the Participant in accordance with Section 5(a)(x) hereof.

(viii) **CESSATION OF DIRECTORSHIP.** Where, in the case of Directors, a Participant ceases to be a Director for any reason, any Restricted Share Units granted to the Participant under this Plan that have not yet vested will, unless the applicable Award Agreement provides otherwise and subject to the provisions below, immediately terminate without payment, be forfeited and cancelled and shall be of no further force or effect as of the date the Participant ceases to be a Director, provided, however, that any Restricted Share Units granted to such Participant which, prior to the Participant ceasing to be a Director for any reason, had vested pursuant to the terms of the applicable Award Agreement will accrue to the Participant in accordance with Section 5(a)(x) hereof.

(ix) **TERMINATION OF SERVICE.** Where, in the case of Consultants, a Participant's service to the

Company terminates for any reason, subject to the applicable Award Agreement and any other contractual commitments between the Participant and the Company, any Restricted Share Units granted to the Participant under this Plan that have not yet vested will be forfeited and cancelled and shall be of no further force or effect as of the date of termination of service, provided, however, that any Restricted Share Units granted to such Participant which, prior to the termination of the Participant's service to the Company for any reason, had vested pursuant to the terms of the applicable Award Agreement will accrue to the Participant in accordance with Section 5(a)(x) hereof.

(x) **PAYMENT OF AWARD.** As soon as practicable after each Vesting Date of an Award of Restricted Share Units, the Company shall issue from treasury to the Participant, or if Section 5(a)(v) applies, to the Participant's estate, a number of Shares equal to the number of Restricted Share Units credited to the Participant's Account that become payable on the Vesting Date, subject to the sole discretion of the Company to issue the equivalent aggregate value in cash, as may be provided for in the applicable Award Agreement. As of the Vesting Date, the Restricted Share Units in respect of which such Shares are issued shall be cancelled and no further payments shall be made to the Participant under this Plan in relation to such Restricted Share Units.

(b) **PERFORMANCE SHARE UNITS**

(i) **ELIGIBILITY AND PARTICIPATION.** Subject to the provisions of this Plan and such other terms and conditions as the Board may prescribe, the Board may, from time to time, grant Awards of Performance Share Units to Key Employees and Consultants. Performance Share Units granted to a Participant shall be credited, as of the Grant Date, to the Participant's Account. The number of Performance Share Units to be credited to each Participant shall be determined by the Board, in its sole discretion, in accordance with this Plan. Each Performance Share Unit shall, contingent upon the attainment of the Performance Criteria within the Performance Cycle, represent one (1) Share, unless otherwise specified in the applicable Award Agreement. The number of Performance Share Units granted pursuant to an Award, the Performance Criteria which must be satisfied in order for the Performance Share Units to vest and the Performance Cycle in respect of such Performance Share Units shall be specified in the applicable Award Agreement.

(ii) **PERFORMANCE CRITERIA.** The Board will select, settle and determine the Performance Criteria (including without limitation the attainment thereof), for purposes of the vesting of the Performance Share Units, in its sole discretion. An Award Agreement may provide the Board with the right, during a Performance Cycle or after it has ended, to revise the Performance Criteria and the Award amounts if unforeseen events (including, without limitation, changes in capitalization, an equity restructuring, an acquisition or a divestiture) occur which have a substantial effect on the financial results and which in the sole judgment of the Board make the application of the Performance Criteria unfair unless a revision is made. Notices will be provided by the Company to applicable regulatory authorities or stock exchanges as may be required with respect to the foregoing.

(iii) **VESTING.** All Performance Share Units will vest and become payable to the extent that the Performance Criteria set forth in the Award Agreement are satisfied for the Performance Cycle, the determination of which satisfaction shall be made by the Board on the Determination Date.

(iv) **CHANGE OF CONTROL.** In the event of a Change of Control, unless otherwise specified in the award, Performance Share Units granted to a Participant shall become fully vested in such Participant to the extent and pro rata to the actual performance of the Participant as at the date of such Change of Control and shall become payable to the Participant in accordance with Section 5(b)(ix) hereof.

(v) **DEATH.** Other than as may be set forth in the applicable Award Agreement and below, upon the death of a Participant, all Performance Share Units granted to the Participant which, prior to the Participant's death, have not vested, will immediately and automatically be forfeited and cancelled without further action and without any cost or payment, and the Participant or his or her estate, as the case may be, shall have no right, title or interest therein whatsoever, provided, however, the Board may determine, in its sole discretion, the number of the Participant's Performance Share Units that will vest based on the extent to which the applicable Performance

Criteria set forth in the Award Agreement have been satisfied in that portion of the Performance Cycle that has lapsed. The Performance Share Units that the Board determines to have vested shall become payable in accordance with Section 5(b)(ix) hereof.

(vi) TERMINATION OF EMPLOYMENT.

A. Where, in the case of Key Employees, a Participant's employment is terminated by the Company or a Subsidiary for cause, all Performance Share Units granted to the Participant under this Plan will immediately terminate without payment, be forfeited and cancelled and shall be of no further force or effect as of the Termination Date.

B. Where, in the case of Key Employees, other than as may be set forth in the applicable Award Agreement and below, a Participant's employment is terminated by the Company or a Subsidiary without cause, by voluntary termination or due to Retirement, all Performance Share Units granted to the Participant which, prior to the Participant's termination without cause, by voluntary termination or due to Retirement, have not vested, will immediately and automatically be forfeited and cancelled without further action and without any cost or payment, and the Participant shall have no right, title or interest therein whatsoever as of the Termination Date, provided, however, the Board may determine, in its sole discretion, the number of the Participant's Performance Share Units that will vest based on the extent to which the applicable Performance Criteria set forth in the Award Agreement have been satisfied in that portion of the Performance Cycle that has lapsed. The Performance Share Units that the Board determines to have vested shall become payable in accordance with Section 5(b)(ix) hereof.

C. In the case of Key Employees, upon termination of a Participant's employment with the Company or a Subsidiary, the Participant's eligibility to receive further grants of Awards of Performance Share Units under this Plan shall cease as of the Termination Date.

(vii) DISABILITY. Where a Participant becomes afflicted by a Disability, all Performance Share Units granted to the Participant under this Plan will continue to vest in accordance with the terms of such Performance Share Units, provided, however, that no Performance Share Units may be redeemed during a leave of absence. Where a Participant's employment is terminated due to Disability, all Performance Share Units granted to the Participant under this Plan that have not vested will, unless the applicable Award Agreement provides otherwise and subject to the provisions below, immediately and automatically be forfeited and cancelled without further action and without any cost or payment, and the Participant shall have no right, title or interest therein whatsoever as of the Termination Date, provided, however, that the Board may determine, in its sole discretion, the number of the Participant's Performance Share Units that will vest based on the extent to which the applicable Performance Criteria set forth in the Award Agreement have been satisfied in that portion of the Performance Cycle that has lapsed. The Performance Share Units that the Board determines to have vested shall become payable in accordance with Section 5(b)(ix) hereof.

(viii) TERMINATION OF SERVICE. Where, in the case of Consultants, a Participant's service to the Company terminates for any reason, subject to the applicable Award Agreement and any other contractual commitments between the Participant and the Company, all Performance Share Units granted to the Participant under this Plan that have not vested will, unless the applicable Award Agreement provides otherwise and subject to the provisions below, immediately and automatically be forfeited and cancelled without further action and without any cost or payment, and the Participant shall have no right, title or interest therein whatsoever as of the Termination Date, provided, however, that the Board may determine, in its sole discretion, the number of the Participant's Performance Share Units that will vest based on the extent to which the applicable Performance Criteria set forth in the Award Agreement have been satisfied in that portion of the Performance Cycle that has lapsed. The Performance Share Units that the Board determines to have vested shall become payable in accordance with Section 5(b)(ix) hereof.

(ix) PAYMENT OF AWARD. Payment to Participants in respect of vested Performance Share Units shall be made after the Determination Date for the applicable Award and in any case within ninety-five (95) days after

the last day of the Performance Cycle to which such Award relates. Such payments shall be made entirely in Shares, unless otherwise provided for in the applicable Award Agreement. The Company shall issue from treasury to the Participant, or if Section 5(b)(v) applies, to the Participant's estate, a number of Shares equal to the number of Performance Share Units that have vested. As of the Vesting Date, the Performance Share Units in respect of which such Shares are issued shall be cancelled and no further payments shall be made to the Participant under this Plan in relation to such Performance Share Units.

(c) DEFERRED SHARE UNITS

(i) ELIGIBILITY AND PARTICIPATION. Subject to the provisions of this Plan and such other terms and conditions as the Board may prescribe, the Board may, from time to time, grant Awards of Deferred Share Units to Directors in lieu of Fees. Directors become Participants effective as of the date he or she is first appointed or elected as a Director and cease to be Participants at the time they cease to be a Director for any reason. Deferred Share Units granted to a Participant in accordance with Section 5(c) hereof shall be credited, as of the Grant Date, to the Participant's Account.

(ii) ELECTION. Each Director may elect to receive any or all of his or her Fees in Deferred Share Units under this Plan. Elections by Participants regarding the amount of their Fees that they wish to receive in Deferred Share Units shall be made no later than 90 days after this Plan is adopted by the Board, and thereafter no later than July 31 of any given year with respect to Fees for the following year. Any Director who becomes a Participant during a fiscal year and wishes to receive an amount of his or her Fees for the remainder of that year in Deferred Share Units must make his or her election within 60 days of becoming a Director.

(iii) CALCULATION. The number of Deferred Share Units to be credited to the Participant's Account shall be calculated by dividing the amount of Fees selected by a Director in the applicable Election Form by the Market Unit Price on the Grant Date (or such other price as required under Exchange policies) which shall be the 10th business day following each financial quarter end. If, as a result of the foregoing calculation, a Participant shall become entitled to a fractional Deferred Share Unit, the Participant shall only be credited with a full number of Deferred Share Units (rounded down) and no payment or other adjustment will be made with respect to the fractional Deferred Share Unit.

(iv) PAYMENT OF AWARD. Each Participant shall be entitled to receive, after the effective date that the Participant ceases to be a Director for any reason or any earlier vesting period(s) as may be set forth in the applicable Award Agreement, on a day designated by the Participant and communicated to the Company by the Participant in writing at least 15 days prior to the designated day (or such earlier date as the Participant and the Company may agree, which date shall be no later than the end of the calendar year following the year in which the Participant ceases to be a Director or any earlier period on which the DSUs vested, as the case may be) and if no such notice is given, then on the first anniversary of the effective date that the Participant ceases to be a Director or any earlier period on which the DSUs vested, as the case may be, at the sole discretion of the Board, either:

A. that number of Shares equal to the number of Deferred Share Units credited to the Participant's Account, such Shares to be issued from treasury of the Company; or

B. a cash payment in an amount equal to the Market Unit Price on the next Trading Day after the Participant ceases to be a Director of the Deferred Share Units credited to a Participant's Account, net of applicable withholdings.

(v) EXCEPTION. In the event that the value of a Deferred Share Unit would be determined with reference to a period commencing at a fiscal quarter-end of the Company and ending prior to the public disclosure of interim financial statements for the quarter (or annual financial statements in the case of the fourth quarter), the cash payment of the value of the Units will be made to the Participant with reference to the five (5) Trading Days immediately following the public disclosure of the interim financial statements for that quarter (or annual financial statements in the case of the fourth quarter).

(vi) DEATH. Upon death of a Participant, the Participant's estate shall be entitled to receive, within 120 days after the Participant's death and at the sole discretion of the Board, a cash payment or Shares that would have otherwise been payable in accordance with Section 5(c)(iv) hereof to the Participant upon such Participant ceasing to be Director.

(d) OPTIONS

(i) ELIGIBILITY AND PARTICIPATION. Subject to the provisions of this Plan and such other terms and conditions as the Board may determine, the Board may, from time to time, in its discretion, grant Awards of Options to Eligible Persons, provided that such Eligible Persons are determined by the Board to be bona fide executive officers, employees, Directors, Key Employees or Consultants, as the case may be, at the time of such grant. Options granted to a Participant shall be credited, as of the Grant Date, to the Participant's Account. The number of Options to be credited to each Participant shall be determined by the Board in its sole discretion in accordance with this Plan.

(ii) EXERCISE PRICE. The exercise price of the Options shall be determined by the Board at the time the Option is granted. In no event shall such exercise price be lower than the last published closing price of the underlying securities. The Board shall not reprice any Options previously granted under this Plan, except in accordance with the rules and policies of the Exchange..

(iii) TIME AND CONDITIONS OF EXERCISE. The Board shall determine the time or times at which an Option may be exercised in whole or in part, provided that the term of any Option granted under this Plan shall not exceed ten years. The Board shall also determine the performance or other conditions, if any, that must be satisfied before all or part of an Option may be exercised.

(iv) EVIDENCE OF GRANT. All Options shall be evidenced by a written Award Agreement. The Award Agreement shall reflect the Board's determinations regarding the exercise price, time and conditions of exercise (including vesting provisions) and such additional provisions as may be specified by the Board.

(v) EXERCISE. The exercise of any Option will be contingent upon receipt by the Company of a written notice of exercise in the manner and in the form set forth in the applicable Award Agreement, which written notice shall specify the number of Shares with respect to which the Option is being exercised, and which shall be accompanied by a cash payment, certified cheque or bank draft for the full purchase price of such Shares with respect to which the Option is exercised. Certificates for such Shares shall be issued and delivered to the optionee within a reasonable time following the receipt of such notice and payment. Neither the optionee nor his legal representatives, legatees or distributees will be, or will be deemed to be, a holder of any Shares unless and until the certificates for the Shares issuable pursuant to Options under this Plan are issued to such optionee under the terms of this Plan.

(vi) CHANGE OF CONTROL. In the event of a Change of Control, each outstanding Option issued to Directors and Key Employees, to the extent that it shall not otherwise have become vested and exercisable, and subject to the applicable Award Agreement, shall automatically become fully and immediately vested and exercisable, without regard to any otherwise applicable vesting requirement, but subject to the policies of the Exchange.

(vii) DEATH. Where, in the case of Directors and Key Employees, a Participant shall die while an optionee, any Option held by such Participant at the date of death shall be exercisable in whole or in part only by the person or persons to whom the rights of the Participant under the Option shall pass by the will of the Participant or the laws of descent and distribution for a period of 120 days after the date of death of the Participant or prior to the expiration of the option period in respect of the Option, whichever is sooner, and then only to the extent that such Participant was entitled to exercise the Option at the date of death of such Participant.

(viii) TERMINATION OF EMPLOYMENT.

A. Where, in the case of Key Employees, a Participant's employment is terminated by the Company or a Subsidiary for cause, no Option held by such Participant shall be exercisable from the Termination Date.

B. Where, in the case of Key Employees, a Participant's employment is terminated by the Company or a Subsidiary without cause, by voluntary termination by the Participant or due to Retirement, subject to the applicable Award Agreement, any Option held by such Participant at such time shall remain exercisable in full at any time, and in part from time to time, for a period of 60 days after the Termination Date (subject to any longer period set out in the applicable Award Agreement, which period shall not, in any event, exceed 12 months from the Termination Date) or prior to the expiration of the option period in respect of the Option, whichever is sooner, and then only to the extent that such Participant was entitled to exercise the Option at the Termination Date.

C. Where, in the case of Key Employees, a Participant becomes afflicted by a Disability, all Options granted to the Participant under this Plan will continue to vest in accordance with the terms of such Options. Where, in the case of Key Employees, a Participant's employment is terminated due to Disability, subject to the applicable Award Agreement, any Option held by such Participant shall remain exercisable for a period of 120 days after the Termination Date or prior to the expiration of the option period in respect of the Option, whichever is sooner, and then only to the extent that such Participant was entitled to exercise the Option at the Termination Date.

(ix) CESSATION OF DIRECTORSHIP. Where, in the case of Directors, a Participant ceases to be a Director for any reason, subject to the applicable Award Agreement and the provisions below, any Option held by such Participant at such time shall remain exercisable in full at any time, and in part from time to time, for a period of 60 days after the date the Participant ceases to be a director or prior to the expiration of the Option in respect of the Option, whichever is sooner, and then only to the extent that such Participant was entitled to exercise the Option at the date the Participant ceased to be a director. Where, in the case of Directors, a Participant becomes afflicted by a Disability, all Options granted to the Participant under this Plan will continue to vest in accordance with the terms of such Options, provided that if a Participant ceases to be a Director due to Disability, subject to the applicable Award Agreement, any Option held by such Participant shall remain exercisable for a period of 120 days after the Participant ceases to be a Director or prior to the expiration of the option period in respect of the Option, whichever is sooner, and then only to the extent that such Participant was entitled to exercise the Option at the date the Participant ceased to be a director.

(x) TERMINATION OF SERVICE. Where, in the case of Consultants, a Participant's service to the Company terminates for any reason, subject to the applicable Award Agreement and any other contractual commitments between the Participant and the Company, no Option held by such Participant shall be exercisable from the date of termination of service.

(e) STOCK APPRECIATION RIGHTS

(i) ELIGIBILITY AND PARTICIPATION. Subject to the provisions of this Plan and such other terms and conditions as the Board may determine, the Board may, from time to time, in its discretion, grant awards of stock appreciation rights ("SARs") to Directors, Key Employees, and Consultants, either on a stand-alone basis ("SA Rights") or in relation to any Option. SARs granted to a Participant shall be credited, as of the Grant Date, to the Participant's account. The number of SARs to be credited to each Participant shall be determined by the Board in its sole discretion in accordance with this Plan

(ii) SAR GRANT PRICE. The exercise price of the SAR (the "SAR Grant Price") shall be determined by the Board at the time the SAR is granted. In no event shall the SAR Grant Price be lower than the lowest exercise price permitted by the Exchange. Where a SAR is granted in relation to an Option, it shall be a right in respect of the same number of Shares, and the SAR Grant Price shall be the same as the exercise price of the

Option it is granted in relation to. The Board shall not reprice the SAR Grant Price of any SARs previously granted under this Plan, except in accordance with the rules and policies of the Exchange.

(iii) PAYMENT.

A. Subject to the provisions hereof, a SAR is the right to receive a payment in Shares equal to the excess, if any, of:

i. the Current Market Price immediately prior to the date such SAR is exercised; over

ii. the SAR Grant Price, multiplied by the number of Shares in respect of which the SAR is being exercised (less any amount required to be withheld for taxes by applicable law) (the "SAR Amount").

B. For greater clarity, the actual number of Shares to be granted to the Participant pursuant to Paragraph A shall be equal to the aggregate SAR Amount divided by the Current Market Price.

C. Notwithstanding the foregoing, in the sole discretion of the Board, the Award Agreement may provide that the Company may elect to satisfy the exercise of a SAR (in whole or in part) by paying to the Participant cash in an amount equal to the SAR Amount in lieu of Shares.

(iv) TERMS OF SARS GRANTED IN CONNECTION WITH AN OPTION. SARs may be granted in relation to an Option either at the time of the grant of the Option or by adding the SAR to an existing Option. SARs granted in relation to an Option shall be exercisable only at the same time, by the same persons and to the same extent, that the related Option is exercisable. Upon the exercise of any SAR related to an Option, the corresponding portion of the related Option shall be surrendered to the Corporation and cancelled, and upon the exercise of any Option which has an accompanying SAR, the corresponding portion of the related SAR shall be surrendered to the Corporation and cancelled.

(v) TERMS OF SARS GRANTED ON A STAND-ALONE BASIS. SA Rights shall be granted on such terms as shall be determined by the Board and set out in the Award Agreement (including any terms pertaining to vesting and settlement), provided the term of any SAR granted under this Plan shall not exceed ten years.

(vi) EXERCISE. The exercise of any SAR will be contingent upon receipt by the Company of a written notice of exercise in the manner and in the form set forth in the applicable Award Agreement, which written notice shall specify the number of Shares with respect to which the SAR is being exercised. If the Participant is to receive Shares, certificates for such Shares shall be issued and delivered to the Participant within a reasonable time following the receipt of such notice. Neither the Participant nor his legal representatives, legatees or distributees will be, or will be deemed to be, a holder of any Shares unless and until the certificates for the Shares issuable pursuant to SARs under this Plan are issued to such Participant under the terms of this Plan.

(vii) CHANGE OF CONTROL. In the event of a Change of Control, each outstanding SAR issued to Directors and Key Employees, to the extent that it shall not otherwise have become vested and exercisable, and subject to the applicable Award Agreement, shall automatically become fully and immediately vested and exercisable, without regard to any otherwise applicable vesting requirement, but subject to the policies of the Exchange.

(viii) DEATH. Where, in the case of Directors and Key Employees, a Participant shall die while holding a SAR, any SAR held by such Participant at the date of death shall be exercisable in whole or in part only by the person or persons to whom the rights of the Participant under the SAR shall pass by the will of the Participant or the laws of descent and distribution for a period of 120 days after the date of death of the Participant or prior to

the expiration of the exercise period in respect of the SAR, whichever is sooner, and then only to the extent that such Participant was entitled to exercise the SAR at the date of death of such Participant.

(ix) TERMINATION OF EMPLOYMENT.

A. Where, in the case of Key Employees, a Participant's employment is terminated by the Company or a Subsidiary for cause, no SAR held by such Participant shall be exercisable from the Termination Date.

B. Where, in the case of Key Employees, a Participant's employment is terminated by the Company or a Subsidiary without cause, by voluntary termination by the Participant or due to Retirement, subject to the applicable Award Agreement, any SAR held by such Participant at such time shall remain exercisable in full at any time, and in part from time to time, for a period of 60 days after the Termination Date or prior to the expiration of the exercise period in respect of the SAR, whichever is sooner, and then only to the extent that such Participant was entitled to exercise the SAR at the Termination Date.

C. Where, in the case of Key Employees, a Participant becomes afflicted by a Disability, all SARs granted to the Participant under this Plan will continue to vest in accordance with the terms of such SARs. Where, in the case of Key Employees, a Participant's employment is terminated due to Disability, subject to the applicable Award Agreement, any SAR held by such Participant shall remain exercisable for a period of 120 days after the Termination Date or prior to the expiration of the exercise period in respect of the SAR, whichever is sooner, and then only to the extent that such Participant was entitled to exercise the SAR at the Termination Date.

(x) CESSATION OF DIRECTORSHIP. Where, in the case of Directors, a Participant ceases to be a Director for any reason, subject to the applicable Award Agreement and the provisions below, any SAR held by such Participant at such time shall remain exercisable in full at any time, and in part from time to time, for a period of 60 days after the date the Participant ceases to be a director or prior to the expiration of the exercise period in respect of the SAR, whichever is sooner, and then only to the extent that such Participant was entitled to exercise the SAR at the date the Participant ceased to be a director. Where, in the case of Directors, a Participant becomes afflicted by a Disability, all SARs granted to the Participant under this Plan will continue to vest in accordance with the terms of such SARs, provided that if a Participant ceases to be a Director due to Disability, subject to the applicable Award Agreement, any SAR held by such Participant shall remain exercisable for a period of 120 days after the Participant ceases to be a Director or prior to the expiration of the exercise period in respect of the SAR, whichever is sooner, and then only to the extent that such Participant was entitled to exercise the SAR at the date the Participant ceased to be a director.

(xi) TERMINATION OF SERVICE. Where, in the case of Consultants, a Participant's service to the Company terminates for any reason, subject to the applicable Award Agreement and any other contractual commitments between the Participant and the Company, no SAR held by such Participant shall be exercisable from the date of termination of service.

(f) GENERAL TERMS APPLICABLE TO AWARDS

(i) FORFEITURE EVENTS. The Board will specify in an Award Agreement at the time of the Award that the Participant's rights, payments and benefits with respect to an Award shall be subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of certain specified events, in addition to any otherwise applicable vesting or performance conditions of an Award. Such events shall include, but shall not be limited to, termination of employment for cause, violation of material Company policies, fraud, breach of noncompetition, confidentiality or other restrictive covenants that may apply to the Participant or other conduct by the Participant that is detrimental to the business or reputation of the Company.

(ii) AWARDS MAY BE GRANTED SEPARATELY OR TOGETHER. Without limiting Section (5)(e), Awards may, in the discretion of the Board, be granted either alone or in addition to, in tandem with, or in substitution for any other Award or any award granted under any other Security-Based Compensation Arrangement of the Company or any Subsidiary. Awards granted in addition to or in tandem with other Awards, or in addition to or in tandem with awards granted under any other Security-Based Compensation Arrangement of the Company or any Subsidiary, may be granted either at the same time as or at a different time from the grant of such other Awards or awards.

(iii) NON-TRANSFERABILITY OF AWARDS. Except as otherwise provided in an Award Agreement or determined by the Board in its sole discretion, no Award and no right under any such Award, shall be assignable, alienable, saleable, or transferable by a Participant otherwise than by will or by the laws of descent and distribution. No Award and no right under any such Award, may be pledged, alienated, attached, or otherwise encumbered, and any purported pledge, alienation, attachment, or encumbrance thereof shall be void and unenforceable against the Company.

(iv) CONDITIONS AND RESTRICTIONS UPON SECURITIES SUBJECT TO AWARDS. The Board may provide that the Shares issued under an Award shall be subject to such further agreements, restrictions, conditions or limitations as the Board in its sole discretion may specify, including without limitation, conditions on vesting or transferability and forfeiture or repurchase provisions or provisions on payment of taxes arising in connection with an Award. Without limiting the foregoing, such restrictions may address the timing and manner of any resales by the Participant or other subsequent transfers by the Participant of any Shares issued under an Award, including without limitation: (A) restrictions under an insider trading policy or pursuant to applicable law; (B) restrictions designed to delay and/or coordinate the timing and manner of sales by Participant and holders of other Security-Based Compensation Arrangements; (C) restrictions as to the use of a specified brokerage firm for such resales or other transfers; and (D) provisions requiring Shares to be sold on the open market or to the Company in order to satisfy tax withholding or other obligations.

(v) SHARE CERTIFICATES. All Shares delivered under this Plan pursuant to any Award shall be subject to such stop transfer orders and other restrictions as the Board may deem advisable under this Plan or the rules, regulations, and other requirements of any securities commission, the Exchange, and any applicable securities legislation, regulations, rules, policies or orders, and the Board may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

(vi) CONFORMITY TO PLAN. In the event that an Award is granted which does not conform in all particulars with the provisions of this Plan, or purports to grant an Award on terms different from those set out in this Plan, the Award shall not be in any way void or invalidated, but the Award shall be adjusted by the Board to become, in all respects, in conformity with this Plan.

(g) GENERAL TERMS APPLICABLE TO PERFORMANCE-BASED AWARDS

(i) PERFORMANCE EVALUATION; ADJUSTMENT OF GOALS. At the time that a Performance-Based Award is first issued, the Board, in the Award Agreement or in another written document, may specify whether performance will be evaluated including or excluding the effect of any of the following events that occur during the Performance Cycle or Restriction Period, as the case may be: (A) judgments entered or settlements reached in litigation; (B) the write down of assets; (C) the impact of any reorganization or restructuring; (D) the impact of changes in tax laws, accounting principles, regulatory actions or other laws affecting reported results; (E) extraordinary non-recurring items as may be described in the Company's management's discussion and analysis of financial condition and results of operations for the applicable financial year; (F) the impact of any mergers, acquisitions, spin-offs or other divestitures; and (G) foreign exchange gains and losses.

(ii) ADJUSTMENT OF PERFORMANCE-BASED AWARDS. The Board shall have the sole discretion to adjust the determinations of the degree of attainment of the pre-established Performance Criteria or restrictions, as the case may be, as may be set out in the applicable Award Agreement governing the relevant Performance-

Based Award. Notwithstanding any provision herein to the contrary, the Board may not make any adjustment or take any other action with respect to any Performance-Based Award that will increase the amount payable under any such Award. The Board shall retain the sole discretion to adjust Performance-Based Awards downward or to otherwise reduce the amount payable with respect to any Performance-Based Award.

## SECTION 6. AMENDMENT AND TERMINATION

(a) AMENDMENTS AND TERMINATION OF THIS PLAN. The Board may at any time or from time to time, in its sole and absolute discretion and without the approval of shareholders of the Company, amend, suspend, terminate or discontinue this Plan and may amend the terms and conditions of any Awards granted hereunder, subject to (a) any required approval of any applicable regulatory authority or the Exchange, and (b) any approval of shareholders of the Company as required by the rules of the Exchange or applicable law, provided that shareholder approval shall not be required for the following amendments and the Board may make any changes which may include but are not limited to:

- (i) amendments of a "housekeeping nature";
- (ii) any amendment for the purpose of curing any ambiguity, error or omission in this Plan or to correct or supplement any provision of this Plan that is inconsistent with any other provision of this Plan;
- (iii) an amendment which is necessary to comply with applicable law or the requirements of the Exchange;
- (iv) amendments respecting administration and eligibility for participation under this Plan;
- (v) changes to the terms and conditions on which Awards may be or have been granted pursuant to this Plan including changes to the vesting provisions and terms of any Awards;
- (vi) any amendment which alters, extends or accelerates the terms of vesting applicable to any Award; and
- (vii) changes to the termination provisions of an Award or this Plan which do not entail an extension beyond the original fixed term.

If this Plan is terminated, prior Awards shall remain outstanding and in effect in accordance with their applicable terms and conditions.

(b) AMENDMENTS TO AWARDS. The Board may waive any conditions or rights under, amend any terms of, or amend, alter, suspend, discontinue, or terminate, any Awards theretofore granted, prospectively or retroactively. No such amendment or alteration shall be made which would impair the rights of any Participant, without such Participant's consent, under any Award theretofore granted, provided that no such consent shall be required with respect to any amendment or alteration if the Board determines in its sole discretion that such amendment or alteration either (i) is required or advisable in order for the Company, this Plan or the Award to satisfy or conform to any law or regulation or to meet the requirements of any accounting standard, or (ii) is not reasonably likely to significantly diminish the benefits provided under such Award.

## SECTION 7. GENERAL PROVISIONS

(a) NO RIGHTS TO AWARDS. No Director, Key Employee, Consultant or other Person shall have any claim to be granted any Award under this Plan, or, having been selected to receive an Award under this Plan, to be selected to receive a future Award, and further there is no obligation for uniformity of treatment of Directors, Key Employees, Consultant or holders or beneficiaries of Awards under this Plan. The terms and conditions of Awards need not be the same with respect to each recipient.

(b) **WITHHOLDING.** The Company shall be authorized to withhold from any Award granted or any payment due or transfer made under any Award or under this Plan the amount (in cash, Shares, other securities, or other Awards) of withholding taxes due in respect of an Award, its exercise, or any payment or transfer under such Award or under this Plan and to take such other action as may be necessary in the opinion of the Company to satisfy statutory withholding obligations for the payment of such taxes. Without in any way limiting the generality of the foregoing, whenever cash is to be paid on the redemption, exercise or vesting of an Award, the Company shall have the right to deduct from all cash payments made to a Participant any taxes required by law to be withheld with respect to such payments. Whenever Shares are to be delivered on the redemption, exercise or vesting of an Award, the Company shall have the right to deduct from any other amounts payable to the Participant any taxes required by law to be withheld with respect to such delivery of Shares, or if any payment due to the Participant is not sufficient to satisfy the withholding obligation, to require the Participant to remit to the Company in cash an amount sufficient to satisfy any taxes required by law to be withheld. At the sole discretion of the Board, a Participant may be permitted to satisfy the foregoing requirement by:

(i) electing to have the Company withhold from delivery Shares having a value equal to the amount of tax required to be withheld, or

(ii) delivering (on a form prescribed by the Company) an irrevocable direction to a securities broker approved by the Company to sell all or a portion of the Shares and to deliver to the Company from the sales proceeds an amount sufficient to pay the required withholding taxes.

(c) **NO LIMIT ON OTHER SECURITY-BASED COMPENSATION ARRANGEMENTS.** Nothing contained in this Plan shall prevent the Company or a Subsidiary from adopting or continuing in effect other Security-Based Compensation Arrangements, and such arrangements may be either generally applicable or applicable only in specific cases.

(d) **NO RIGHT TO EMPLOYMENT.** The grant of an Award shall not constitute an employment contract nor be construed as giving a Participant the right to be retained in the employ of the Company. Further, the Company may at any time dismiss a Participant from employment, free from any liability, or any claim under this Plan, unless otherwise expressly provided in this Plan or in any Award Agreement.

(e) **NO RIGHT AS SHAREHOLDER.** Neither the Participant nor any representatives of a Participant's estate shall have any rights whatsoever as shareholders in respect of any Shares covered by such Participant's Award, until the date of issuance of a share certificate to such Participant or representatives of a Participant's estate for such Shares.

(f) **GOVERNING LAW.** This Plan and all of the rights and obligations arising herefrom shall be interpreted and applied in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

(g) **SEVERABILITY.** If any provision of this Plan or any Award is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction, or as to any Person or Award, or would disqualify this Plan or any Award under any law deemed applicable by the Board, such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Board, materially altering the intent of this Plan or the Award, such provision shall be stricken as to such jurisdiction, Person, or Award, and the remainder of this Plan and any such Award shall remain in full force and effect.

(h) **NO TRUST OR FUND CREATED.** Neither this Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and a Participant or any other Person. To the extent that any Person acquires a right to receive payments from the Company pursuant to an Award, such right shall be no greater than the right of any unsecured creditor of the Company.

(i) **NO FRACTIONAL SHARES.** No fractional Shares shall be issued or delivered pursuant to this Plan or any

Award, and the Board shall determine whether cash, or other securities shall be paid or transferred in lieu of any fractional Shares, or whether such fractional Shares or any rights thereto shall be cancelled, terminated, or otherwise eliminated.

(j) HEADINGS. Headings are given to the Sections and subsections of this Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of this Plan or any provision thereof.

(k) NO REPRESENTATION OR WARRANTY. The Company makes no representation or warranty as to the value of any Award granted pursuant to this Plan or as to the future value of any Shares issued pursuant to any Award.

(l) NO REPRESENTATIONS OR COVENANTS WITH RESPECT TO TAX QUALIFICATION.

Although the Company may, in its discretion, endeavor to (i) qualify an Award for favourable tax treatment or (ii) avoid adverse tax treatment, the Company makes no representation to that effect and expressly disavows any covenant to maintain favorable or avoid unfavorable tax treatment. The Company shall be unconstrained in its corporate activities without regard to the potential negative tax impact on holders of Awards under this Plan.

(m) CONFLICT WITH AWARD AGREEMENT. In the event of any inconsistency or conflict between the provisions of this Plan and an Award Agreement, the provisions of this Plan shall govern for all purposes.

(n) COMPLIANCE WITH LAWS. The granting of Awards and the issuance of Shares under this Plan shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or stock exchanges on which the Company is listed as may be required. The Company shall have no obligation to issue or deliver evidence of title for Shares issued under this Plan prior to:

(i) obtaining any approvals from governmental agencies that the Company determines are necessary or advisable; and

(ii) completion of any registration or other qualification of the Shares under any applicable national or foreign law or ruling of any governmental body that the Company determines to be necessary or advisable or at a time when any such registration or qualification is not current, has been suspended or otherwise has ceased to be effective.

The inability or impracticability of the Company to obtain or maintain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder shall relieve the Company 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.

## SECTION 8. EFFECTIVE DATE OF THIS PLAN

This Plan shall become effective (the "Effective Date") upon the date of approval by the Board, provided that any Awards granted hereunder shall be subject to approval of this Plan by the shareholders of the Company given by affirmative vote of the majority of the Shares represented at the meeting of the shareholders of the Company at which motion to approve the Plan is presented.

## SECTION 9. TERM OF THIS PLAN

This Plan shall terminate automatically 10 years after the Effective Date, provided that this Plan may be terminated on any earlier date as provided in Section 6 hereof, or if any approvals required by the Exchange are not obtained on the terms and conditions required thereby.

**SCHEDULE "D"**  
**PART 8, DIVISION**  
**2 OF THE BCBCA**

**Division 2 — Dissent Proceedings of Part 8 of the Business Corporations Act (British Columbia) Definitions and application**

237 (1) In this Division:

“**dissenter**” means a shareholder who, being entitled to do so, sends written notice of dissent when and as required by section 242;

“**notice shares**” means, in relation to a notice of dissent, the shares in respect of which dissent is being exercised under the notice of dissent;

“**payout value**” means,

(a) in the case of a dissent in respect of a resolution, the fair value that the notice shares had immediately before the passing of the resolution,

(b) in the case of a dissent in respect of an arrangement approved by a court order made under section 291(2)(c) that permits dissent, the fair value that the notice shares had immediately before the passing of the resolution adopting the arrangement,

(c) in the case of a dissent in respect of a matter approved or authorized by any other court order that permits dissent, the fair value that the notice shares had at the time specified by the court order,

(d) in the case of a dissent in respect of a community contribution company, the value of the notice shares set out in the regulations,

excluding any appreciation or depreciation in anticipation of the corporate action approved or authorized by the resolution or court order unless exclusion would be inequitable, or

(2) This Division applies to any right of dissent exercisable by a shareholder except to the extent that

(a) the court orders otherwise, or

(b) in the case of a right of dissent authorized by a resolution referred to in section 238(1)(g), the court orders otherwise or the resolution provides otherwise.

**Right to dissent**

238 (1) A shareholder of a company, whether or not the shareholder's shares carry the right to vote, is entitled to dissent as follows:

(a) under section 260, in respect of a resolution to alter the articles

(i) to alter restrictions on the powers of the company or on the business the company is permitted to carry on, or

(ii) without limiting subparagraph (i), in the case of a community contribution company, to alter any of the company's community purposes within the meaning of section 51.91;

(b) under section 272, in respect of a resolution to adopt an amalgamation agreement;

(c) under section 287, in respect of a resolution to approve an amalgamation under Division 4 of Part 9;

(d) in respect of a resolution to approve an arrangement, the terms of which arrangement permit dissent;

(e) under section 301(5), in respect of a resolution to authorize or ratify the sale, lease or other disposition of all or substantially all of the company's undertaking;

(f) under section 309, in respect of a resolution to authorize the continuation of the company into a jurisdiction other than British Columbia;

(g) in respect of any other resolution, if dissent is authorized by the resolution;

(h) in respect of any court order that permits dissent.

(2) A shareholder wishing to dissent must

(a) prepare a separate notice of dissent under section 242 for

(i) the shareholder, if the shareholder is dissenting on the shareholder's own behalf, and

(ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is dissenting, identify in each notice of dissent, in accordance with section 242 (4), the person on whose behalf dissent is being exercised in that notice of dissent, and dissent with respect to all of the shares, registered in the shareholder's name, of which the person identified under paragraph (b) of this subsection is the beneficial owner.

(3) Without limiting subsection (2), a person who wishes to have dissent exercised with respect to shares of which the person is the beneficial owner must

(a) dissent with respect to all of the shares, if any, of which the person is both the registered owner and the beneficial owner, and

(b) cause each shareholder who is a registered owner of any other shares of which the person is the beneficial owner to dissent with respect to all of those shares.

### **Waiver of right to dissent**

239 (1) A shareholder may not waive generally a right to dissent but may, in writing, waive the right to dissent with respect to a particular corporate action.

(2) A shareholder wishing to waive a right of dissent with respect to a particular corporate action must

(a) provide to the company a separate waiver for

(i) the shareholder, if the shareholder is providing a waiver on the shareholder's own behalf, and

(ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is providing a waiver, and

(b) identify in each waiver the person on whose behalf the waiver is made.

(3) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on the shareholder's own behalf, the shareholder's right to dissent with respect to the particular corporate action terminates in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and this Division ceases to apply to

(a) the shareholder in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and

(b) any other shareholders, who are registered owners of shares beneficially owned by the first mentioned shareholder, in respect of the shares that are beneficially owned by the first mentioned shareholder.

(4) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on behalf of a specified person who beneficially owns shares registered in the name of the shareholder, the right of shareholders who are registered owners of shares beneficially owned by that specified person to dissent on behalf of that specified person with respect to the particular corporate action terminates and this Division ceases to apply to those shareholders in respect of the shares that are beneficially owned by that specified person.

#### **Notice of resolution**

240 (1) If a resolution in respect of which a shareholder is entitled to dissent is to be considered at a meeting of shareholders, the company must, at least the prescribed number of days before the date of the proposed meeting, send to each of its shareholders, whether or not their shares carry the right to vote,

(a) a copy of the proposed resolution, and

(b) a notice of the meeting that specifies the date of the meeting, and contains a statement advising of the right to send a notice of dissent.

(2) If a resolution in respect of which a shareholder is entitled to dissent is to be passed as a consent resolution of shareholders or as a resolution of directors and the earliest date on which that resolution can be passed is specified in the resolution or in the statement referred to in paragraph (b), the company may, at least 21 days before that specified date, send to each of its shareholders, whether or not their shares carry the right to vote,

(a) a copy of the proposed resolution, and

(b) a statement advising of the right to send a notice of dissent.

(3) If a resolution in respect of which a shareholder is entitled to dissent was or is to be passed as a resolution of shareholders without the company complying with subsection (1) or (2), or was or is to be passed as a directors'

resolution without the company complying with subsection (2), the company must, before or within 14 days after the passing of the resolution, send to each of its shareholders who has not, on behalf of every person who beneficially owns shares registered in the name of the shareholder, consented to the resolution or voted in favour of the resolution, whether or not their shares carry the right to vote,

(a) a copy of the resolution,

(b) a statement advising of the right to send a notice of dissent, and

(c) if the resolution has passed, notification of that fact and the date on which it was passed.

(4) Nothing in subsection (1), (2) or (3) gives a shareholder a right to vote in a meeting at which, or on a resolution on which, the shareholder would not otherwise be entitled to vote.

### **Notice of court orders**

241 If a court order provides for a right of dissent, the company must, not later than 14 days after the date on which the company receives a copy of the entered order, send to each shareholder who is entitled to exercise that right of dissent

(a) a copy of the entered order, and

(b) a statement advising of the right to send a notice of dissent.

### **Notice of dissent**

242 (1) A shareholder intending to dissent in respect of a resolution referred to in section 238(1)(a), (b), (c), (d), (e) or (f) must,

(a) if the company has complied with section 240 (1) or (2), send written notice of dissent to the company at least 2 days before the date on which the resolution is to be passed or can be passed, as the case may be,

(b) if the company has complied with section 240 (3), send written notice of dissent to the company not more than 14 days after receiving the records referred to in that section, or

(c) if the company has not complied with section 240 (1), (2) or (3), send written notice of dissent to the company not more than 14 days after the later of

(i) the date on which the shareholder learns that the resolution was passed, and

(ii) the date on which the shareholder learns that the shareholder is entitled to dissent.

(2) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1)(g) must send written notice of dissent to the company

(a) on or before the date specified by the resolution or in the statement referred to in section 240 (2)(b) or as the last date by which notice of dissent must be sent, or

(b) if the resolution or statement does not specify a date, in accordance with subsection (1) of this section.

(3) A shareholder intending to dissent under section 238(1)(h) in respect of a court order that permits dissent must send written notice of dissent to the company

(a) within the number of days, specified by the court order, after the shareholder receives the records referred to in section 241, or

(b) if the court order does not specify the number of days referred to in paragraph (a) of this subsection, within 14 days after the shareholder receives the records referred to in section 241.

(4) A notice of dissent sent under this section must set out the number, and the class and series, if applicable, of the notice shares, and must set out whichever of the following is applicable:

(a) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner and the shareholder owns no other shares of the company as beneficial owner, a statement to that effect;

(b) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner but the shareholder owns other shares of the company as beneficial owner, a statement to that effect and

(i) the names of the registered owners of those other shares,

(ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and

(iii) a statement that notices of dissent are being, or have been, sent in respect of all of those other shares;

(c) if dissent is being exercised by the shareholder on behalf of a beneficial owner who is not the dissenting shareholder, a statement to that effect and

(i) the name and address of the beneficial owner, and

(ii) a statement that the shareholder is dissenting in relation to all of the shares beneficially owned by the beneficial owner that are registered in the shareholder's name.

(5) The right of a shareholder to dissent on behalf of a beneficial owner of shares, including the shareholder, terminates and this Division ceases to apply to the shareholder in respect of that beneficial owner if subsections (1) to (4) of this section, as those subsections pertain to that beneficial owner, are not complied with.

#### **Notice of intention to proceed**

243 (1) A company that receives a notice of dissent under section 242 from a dissenter must,

(a) if the company intends to act on the authority of the resolution or court order in respect of which the

notice of dissent was sent, send a notice to the dissenter promptly after the later of

(i) the date on which the company forms the intention to proceed, and

(ii) the date on which the notice of dissent was received, or

(b) if the company has acted on the authority of that resolution or court order, promptly send a notice to the dissenter.

(2) A notice sent under subsection (1)(a) or (b) of this section must

(a) be dated not earlier than the date on which the notice is sent,

(b) state that the company intends to act, or has acted, as the case may be, on the authority of the resolution or court order, and

(c) advise the dissenter of the manner in which dissent is to be completed under section 244.

### **Completion of dissent**

244 (1) A dissenter who receives a notice under section 243 must, if the dissenter wishes to proceed with the dissent, send to the company or its transfer agent for the notice shares, within one month after the date of the notice,

(a) a written statement that the dissenter requires the company to purchase all of the notice shares,

(b) the certificates, if any, representing the notice shares, and

(c) if section 242(4)(c) applies, a written statement that complies with subsection (2) of this section.

(2) The written statement referred to in subsection (1)(c) must

(a) be signed by the beneficial owner on whose behalf dissent is being exercised, and

(b) set out whether or not the beneficial owner is the beneficial owner of other shares of the company and, if so, set out

(i) the names of the registered owners of those other shares,

(ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and

(iii) that dissent is being exercised in respect of all of those other shares.

(3) After the dissenter has complied with subsection (1),

(a) the dissenter is deemed to have sold to the company the notice shares, and

(b) the company is deemed to have purchased those shares, and must comply with section 245, whether or not it is authorized to do so by, and despite any restriction in, its memorandum or articles.

(4) Unless the court orders otherwise, if the dissenter fails to comply with subsection (1) of this section in relation to notice shares, the right of the dissenter to dissent with respect to those notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares.

(5) Unless the court orders otherwise, if a person on whose behalf dissent is being exercised in relation to a particular corporate action fails to ensure that every shareholder who is a registered owner of any of the shares beneficially owned by that person complies with subsection (1) of this section, the right of shareholders who are registered owners of shares beneficially owned by that person to dissent on behalf of that person with respect to that corporate action terminates and this Division, other than section 247, ceases to apply to those shareholders in respect of the shares that are beneficially owned by that person.

(6) A dissenter who has complied with subsection (1) of this section may not vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, other than under this Division.

#### **Payment for notice shares**

245 (1) A company and a dissenter who has complied with section 244 (1) may agree on the amount of the payout value of the notice shares and, in that event, the company must

(a) promptly pay that amount to the dissenter, or

(b) if subsection (5) of this section applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(2) A dissenter who has not entered into an agreement with the company under subsection (1) or the company may apply to the court and the court may

(a) determine the payout value of the notice shares of those dissenters who have not entered into an agreement with the company under subsection (1), or order that the payout value of those notice shares be established by arbitration or by reference to the registrar, or a referee, of the court,

(b) join in the application each dissenter, other than a dissenter who has entered into an agreement with the company under subsection (1), who has complied with section 244(1), and

(c) make consequential orders and give directions it considers appropriate.

(3) Promptly after a determination of the payout value for notice shares has been made under subsection (2)(a) of this section, the company must

(a) pay to each dissenter who has complied with section 244 (1) in relation to those notice shares, other than a dissenter who has entered into an agreement with the company under subsection (1) of this section, the payout value applicable to that dissenter's notice shares, or

(b) if subsection (5) applies, promptly send a notice to the dissenter that the company is unable lawfully to

pay dissenters for their shares.

(4) If a dissenter receives a notice under subsection (1)(b) or (3)(b),

(a) the dissenter may, within 30 days after receipt, withdraw the dissenter's notice of dissent, in which case the company is deemed to consent to the withdrawal and this Division, other than section 247, ceases to apply to the dissenter with respect to the notice shares, or

(b) if the dissenter does not withdraw the notice of dissent in accordance with paragraph (a) of this subsection, the dissenter retains a status as a claimant against the company, to be paid as soon as the company is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the company but in priority to its shareholders.

(5) A company must not make a payment to a dissenter under this section if there are reasonable grounds for believing that

(a) the company is insolvent, or

(b) the payment would render the company insolvent.

### **Loss of right to dissent**

246 The right of a dissenter to dissent with respect to notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares, if, before payment is made to the dissenter of the full amount of money to which the dissenter is entitled under section 245 in relation to those notice shares, any of the following events occur:

(a) the corporate action approved or authorized, or to be approved or authorized, by the resolution or court order in respect of which the notice of dissent was sent is abandoned;

(b) the resolution in respect of which the notice of dissent was sent does not pass;

(c) the resolution in respect of which the notice of dissent was sent is revoked before the corporate action approved or authorized by that resolution is taken;

(d) the notice of dissent was sent in respect of a resolution adopting an amalgamation agreement and the amalgamation is abandoned or, by the terms of the agreement, will not proceed;

(e) the arrangement in respect of which the notice of dissent was sent is abandoned or by its terms will not proceed;

(f) a court permanently enjoins or sets aside the corporate action approved or authorized by the resolution or court order in respect of which the notice of dissent was sent;

(g) with respect to the notice shares, the dissenter consents to, or votes in favour of, the resolution in respect of which the notice of dissent was sent;

(h) the notice of dissent is withdrawn with the written consent of the company;

(i) the court determines that the dissenter is not entitled to dissent under this Division or that the dissenter is not entitled to dissent with respect to the notice shares under this Division.

#### **Shareholders entitled to return of shares and rights**

247 If, under section 244 (4) or (5), 245 (4)(a) or 246, this Division, other than this section, ceases to apply to a dissenter with respect to notice shares,

(a) the company must return to the dissenter each of the applicable share certificates, if any, sent under section 244 (1)(b) or, if those share certificates are unavailable, replacements for those share certificates,

(b) the dissenter regains any ability lost under section 244 (6) to vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, and

the dissenter must return any money that the company paid to the dissenter in respect of the notice shares under, or in purported compliance with, this Division.

**SCHEDULE "E"**  
**BY-LAW NO.1**

A by-law relating generally to the transaction of the business and affairs of NFT Technologies Inc.

(herein called the “**Corporation**”)

BE IT ENACTED as a by-law of the Corporation (this “**By-law**”) as follows:

**BY-LAW NO. 1**

A by-law relating generally to the transaction of the business and affairs of NFT Technologies Inc. (herein called the “Corporation”) BE IT ENACTED as a by-law of the Corporation (this “By-law”) as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this by-law and in all other by-laws of the Corporation, unless the context otherwise requires:

"Act" means the Business Corporations Act (Ontario) as amended or re-enacted from time to time and includes the regulations made pursuant thereto.

"Affiliate" when used to indicate a relationship with a specific person, shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such specified person. For purpose of this definition: (a) "control", as used with respect to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, whether through the ownership of voting securities, by agreement or otherwise, and (b) "controlled by" or under "common control with" have correlative meanings.

"Applicable Securities Laws" means the applicable securities legislation of each relevant province and territory of Canada, as amended from time to time, the rules, regulations and forms made or promulgated under any such legislation and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commissions and similar regulatory authorities of each province and territory of Canada.

"Associate" has the meaning given to it in the Act.

"Board" means the board of directors of the Corporation.

"Business Corporations Act" means the Business Corporations Act (Ontario) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;

"Business day" means any day other than a day which is a Saturday, Sunday or a statutory holiday as defined in the Legislation Act, 2006 (Ontario).

"Chair" means the chair of the Board, elected in accordance with these By-laws.

"Chief Executive Officer" means the chief executive officer of the Corporation appointed by the Board.

"Chief Financial Officer" means the chief financial officer of the Corporation appointed by the Board.

"Contested Election" means an election of directors at a shareholders' meeting where the number of nominees for directors exceeds the number of directors to be elected to the Board at such shareholders' meeting.

"Director" means a member of the Board.

"Electronic Commerce Act" means the Electronic Commerce Act, 2000 (Ontario), as amended from time to time.

"Enforcement Action" means any action or proceeding brought in a court to enforce the forum selection provisions contained in these By-laws.

"Entity" means a body corporate, a partnership, a trust, a joint venture or an unincorporated association or organization.

"Foreign Action" means any action or proceeding filed in a court other than a court in the Province of Ontario, the subject matter of which falls within the scope of matters for which the Corporation's forum selection provisions specify Ontario courts as the exclusive forum.

"Legal personal representative" means the personal or other legal representative of a shareholder and includes executors, administrators, trustees in bankruptcy.

"Meeting Notice Date" means the date on which the first notice to the shareholders or first Public Announcement of the date of the meeting of shareholders was issued by the Corporation.

"Month" means a calendar month.

"Nominating Shareholder" means a person who nominates or seeks to nominate a person for election as a director in accordance with these By-laws.

"Nomination Notice" means the written notice containing information about a director nominee that is required to be provided to the Corporation by a Nominating Shareholder.

"Offering corporation" means a corporation that has filed a prospectus or similar document in connection with a public offering of securities under the Securities Act (Ontario) or any successor statute, or has securities listed on a stock exchange designated under the Income Tax Act (Canada) or any successor statute.

"President" means the president of the Corporation appointed by the Board.

"Proposed Nominee" means a person whom a Nominating Shareholder proposes to nominate for election as a director.

"Public Announcement" means disclosure in (a) a press release reported in a national news service in Canada, or (b) a document publicly filed by the Corporation or its transfer agent and registrar under the Corporation's profile on SEDAR.

"Recorded address" means (a) in the case of a shareholder, the address for such shareholder as recorded in the securities register of the Corporation; (b) in the case of joint shareholders, the address appearing in the securities register of the Corporation in respect of the joint holding or the first address so appearing if there is more than one.

"Registered address" means the address recorded in any register maintained by the Corporation pursuant to the provisions of the Business Corporations Act.

"Seal" means the seal of the Corporation, if any.

"Secretary" means the corporate secretary of the Corporation, or any other officer or employee of the Corporation appointed by the Board to perform the duties of the corporate secretary.

"SEDAR" means the System for Electronic Document Analysis and Retrieval Plus at [www.sedarplus.ca](http://www.sedarplus.ca).

"Special meeting" means a meeting of any class or classes of shareholders, and a special meeting of all shareholders entitled to vote at an annual meeting of shareholders.

"Treasurer" means the treasurer of the Corporation appointed by the Board.

1.2 Business Corporations Act and Interpretation Act Definitions Applicable. The definitions in the Business Corporations Act and the definitions and rules of construction in the Interpretation Act (Ontario), with the necessary changes, so far as applicable, and unless the context requires otherwise, apply to these By-laws as if they were an enactment. If there is a conflict between a definition in the Business Corporations Act and a definition or rule in the Interpretation Act (Ontario) relating to a term used in these By-laws, the definition in the Business Corporations Act will prevail in relation to the use of the term in these By-laws. If there is a conflict between these By-laws and the Business Corporations Act, the Business Corporations Act will prevail.

1.3 Documents in Writing. Expressions referring to writing include references to printing, lithographing, typewriting, photography, and other modes of representing or reproducing words in a visible form.

1.4 Inclusive Meanings. Words importing the singular include the plural, and vice versa. Words importing a male person include a female person. Words importing persons shall include corporations and unincorporated entities.

1.5 Imperative "Will" is to be construed as imperative.

## 2. SHARES AND SHARE CERTIFICATES

2.1 Authorized Share Structure. The authorized share structure of the Corporation consists of the number of shares of the class or classes and series, if any, described in the By-laws of the Corporation.

2.2 Form of Share Certificate. Each share certificate issued by the Corporation will be in such form as the directors approve and will comply with, and be signed as required by, the Business Corporations Act.

2.3 Shareholder Entitled to Certificate or Acknowledgment. Each shareholder is entitled, without charge, to one share certificate representing the share or shares of each class or series of shares registered in the shareholder's name or a non-transferable written acknowledgment of the shareholder's right to obtain such a share certificate; provided that in respect of a share or shares held jointly by several persons, the Corporation is not bound to issue more than one share certificate and delivery of a share certificate for a share to the first named of several joint shareholders or to that shareholder's duly authorized agents will be sufficient delivery to all.

2.4 Delivery by Mail. Any share certificate or non-transferable written acknowledgment of a shareholder's right to obtain a share certificate may be sent to the shareholder by mail at the shareholder's registered address and neither the Corporation nor any director, officer or agent of the Corporation is liable for any loss to the shareholder because the share certificate or acknowledgement is lost in the mail or stolen.

2.5 Replacement of Worn Out or Defaced Certificate or Acknowledgement. If the directors are satisfied that a share certificate or a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate is worn out or defaced, they must, on production to them of the share certificate or acknowledgment, as the case may be, and on such other terms, if any, as they think fit, order the share certificate or acknowledgment, as the case may be, to be cancelled and issue a replacement share certificate or acknowledgment, as the case may be.

2.6 Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgment. If a share certificate or a non-transferable written acknowledgment of a shareholder's right to obtain a share certificate is lost, stolen or destroyed, a replacement share certificate or acknowledgment, as the case may be, must be issued to the person entitled to that share certificate or acknowledgment, as the case may be, if the directors receive proof satisfactory to them that the share certificate or acknowledgment is lost, stolen or destroyed and any indemnity the directors consider adequate.

2.7 Splitting Share Certificates. If a shareholder surrenders a share certificate representing more than one share and registered in the name of the shareholder to the Corporation with a written request that the Corporation issue in the shareholder's name two or more share certificates, each representing a specified number of shares and in the aggregate representing the same number of shares as the share certificate so surrendered, the Corporation must cancel the surrendered share certificate and issue replacement share certificates in accordance with that request.

2.8 Certificate Fee. There must be paid to the Corporation, in relation to the issue of any share certificate under Sections 2.5, 2.6 or 2.7, the amount, if any and which must not exceed the amount prescribed under the Business Corporations Act, determined by the directors.

2.9 Recognition of Trusts. Except as required by law or statute or these By-laws, the Corporation may treat a person whose name is entered in the securities register as the absolute owner of any share and no person will be recognized by the Corporation as holding any share upon any trust, and the Corporation will not be bound by or compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or fraction of a share (except as by law or statute or these By-laws provided or as ordered by a court of competent jurisdiction) any other rights in respect of any share except an absolute right to the entirety thereof in the shareholder.

2.10 Execution of Certificates. Every share certificate shall be signed manually by at least one officer or director of the Corporation, or by or on behalf of a registrar, branch registrar, transfer agent or branch transfer agent of the Corporation and any additional signature may be printed, lithographed, engraved or otherwise mechanically reproduced in accordance with these By-laws.

### 3. ISSUE OF SHARES

3.1 Directors Authorized. Subject to the Business Corporations Act and the rights of the holders of issued shares of the Corporation, the Corporation may issue, allot, grant options on, sell or otherwise dispose of the unissued shares, and issued shares held by the Corporation, at the times, to the persons, including directors, in the manner, on the terms and conditions and for the issue prices (including any premium at which shares with par value may be issued) that the directors in their absolute discretion may determine. The issue price for a share with par value must be equal to or greater than the par value of the share.

3.2 Share Purchase Warrants and Rights. Subject to the Business Corporations Act, the Corporation may issue share purchase warrants, options and rights upon such terms and conditions as the directors determine, which share purchase warrants, options and rights may be issued alone or in conjunction with debentures, debenture stock, bonds,

shares or any other securities issued or created by the Corporation from time to time.

3.3 Commissions and Discounts. Subject to the Business Corporations Act, the directors may pay a commission or allow a discount to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any shares, debentures, share rights, warrants or debenture stock in the Corporation, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any such shares, debentures, share rights, warrants or debenture stock, provided that if the Corporation is not an offering corporation, the rate of the commissions and discount shall not in the aggregate exceed 25 percent of the amount of the subscription price of such shares, debentures, share rights, warrants or debenture stock and if the Corporation is an offering corporation, the rate of the commission and discount shall not in the aggregate exceed 98 percent of the amount of the subscription price of such shares, debentures, share rights, warrants or debenture stock.

3.4 Brokerage. The Corporation may pay such brokerage fee or other consideration as may be lawful for or in connection with the sale or placement of its securities.

3.5 Conditions of Issue. Except as provided for by the Business Corporations Act, no share may be issued until it is fully paid. A share is fully paid when consideration is provided to the Corporation for the issue of the share in the form of one or more of past services actually performed for the Corporation, property and money. The value for the purposes of this Section 3.5 of the property or services received by the Corporation shall be the value determined by the directors by resolution to be in all circumstances of the transaction, the fair market value thereof and shall equal or exceed the issue price set for the share under Section 3.1.

#### 4. SHARE REGISTERS

4.1 Securities Register. As required by and subject to the Business Corporations Act, the Corporation must maintain in Ontario a securities register. The directors may, subject to the Business Corporations Act, appoint an agent to maintain the securities register. The directors may also appoint one or more agents, including the agent which keeps the securities register, as transfer agent for its shares or any class or series of its shares, as the case may be, and the same or another agent as registrar for its shares or such class or series of its shares, as the case may be. The directors may terminate such appointment of any agent at any time and may appoint another agent in its place.

4.2 Branch Securities Registries. Subject to the Business Corporations Act, the Corporation may keep or cause to be kept one or more branch securities registries at such place or places as may be determined by the directors.

4.3 Closing Register. The Corporation must not at any time close its securities register.

#### 5. SHARE TRANSFERS

5.1 Authority to Transfer. Subject to any restrictions set forth in these By-laws, a shareholder may transfer any of his shares by instrument in writing executed by or on behalf of such shareholder and delivered to the registered office of the Corporation or the office of the transfer agent of the Corporation.

5.2 Registering Transfers. Where an instrument of transfer together with the share certificate or certificates or non-transferrable written acknowledgment, as applicable, and such other evidence of title as the directors may require is delivered to the Corporation, the directors will, subject to any restrictions set forth in these By-laws, cause the name of the transferee to be entered into the securities register. All instruments of transfer where the transfer is registered shall be retained by the Corporation or its transfer agent and any instrument of transfer where the transfer is not registered, shall be returned to the person depositing the same together with the share certificate or non-transferrable acknowledgment which accompanied the same when tendered for registration.

5.3 Form of Instrument of Transfer. The instrument of transfer in respect of any share of the Corporation must be

either in the form, if any, on the back of the Corporation's share certificates or in any other form that may be approved by the directors from time to time.

5.4 Transferor Remains Shareholder. Except to the extent that the Business Corporations Act otherwise provides, the transferor of shares is deemed to remain the holder of the shares until the name of the transferee is entered in a securities register of the Corporation in respect of the transfer.

5.5 Signing of Instrument of Transfer. If a shareholder, or his or her duly authorized attorney, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Corporation and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified, all the shares represented by the share certificates or set out in the written acknowledgments deposited with the instrument of transfer in the name of the person named as transferee in that instrument of transfer, or, if no person is named as transferee in that instrument of transfer, in the name of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered.

5.6 Enquiry as to Title Not Required. Neither the Corporation nor any director, officer or agent of the Corporation is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares, of any interest in the shares, of any share certificate representing such shares or of any written acknowledgment of a right to obtain a share certificate for such shares.

5.7 Transfer Fee. There must be paid to the Corporation, in relation to the registration of any transfer, the amount, if any, determined by the directors.

## 6. TRANSMISSION OF SHARES

6.1 Legal Personal Representative Recognized on Death. In case of the death of a shareholder, the legal personal representative, or if the shareholder was a joint holder, the surviving joint holder, will be the only person recognized by the Corporation as having any title to the shareholder's interest in the shares. Before recognizing a person as a legal personal representative, the directors may require proof of appointment by a court of competent jurisdiction, a grant of letters probate, letters of administration or such other evidence or documents as the directors consider appropriate.

6.2 Rights of Legal Personal Representative. The legal personal representative has the same rights, privileges and obligations that attach to the shares held by the shareholder, including the right to transfer the shares in accordance with these By-laws and to receive dividends, provided the documents required by the Business Corporations Act and the directors have been deposited with the Corporation but he will not be entitled in respect of such shares to vote or exercise any other rights conferred by share ownership in respect of shareholders' meetings until his name appears in the securities register.

6.3 Registration of Transmitted Shares. A person who is entitled to a share because of the death or bankruptcy of a shareholder, upon producing the evidence required by the directors and the Business Corporations Act, may be registered as the owner of the share or may transfer the share, but the directors will in either case have the same rights under Section 27.3 as they have in the case of a share transfer before death or bankruptcy. A person who is entitled to a share because of an order of a court of competent jurisdiction or because of a statute, upon producing such evidence as the directors may require, may be registered as the holder of the share.

## 7. PURCHASE AND REDEMPTION OF SHARES BY CORPORATION

7.1 Corporation Authorized to Purchase and Redeem Shares. Subject to Section 7.2, the special rights and restrictions

attached to the shares of any class or series and the Business Corporations Act, the Corporation may, if authorized by the directors, purchase, redeem or otherwise acquire any of its shares at the price and upon the terms specified in such resolution.

7.2 Prohibition When Insolvent. The Corporation must not make a payment or provide any other consideration to purchase, redeem or otherwise acquire any of its shares if there are reasonable grounds for believing that the Corporation is insolvent or making the payment or providing the consideration would render the Corporation insolvent.

7.3 Purchase or Redemption of Some Shares. If the Corporation proposes to purchase or redeem some but not all of the shares of any class or series, the directors may, in their absolute discretion, subject to the rights and restrictions attached to the class or series of shares, decide the number of and the manner in which the shares to be purchased or redeemed will be selected and any such purchase or redemption need not be made rateably among every shareholder who holds shares of the class or series to be purchased or redeemed.

7.4 Sale and Voting of Purchased or Redeemed Shares. If the Corporation retains a share purchased, redeemed or otherwise acquired by it, the Corporation may sell, gift, issue or otherwise dispose of the share, but, while such share is held by the Corporation, the Corporation is not entitled to vote the share at a meeting of its shareholders, must not pay a dividend in respect of the share and must not make any other distribution in respect of the share.

## 8. BORROWING POWERS

8.1 The Corporation, if authorized by the directors, may:

(1) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that they consider appropriate;

(2) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Corporation or any other person and at such discounts or premiums and on such other terms and with such rights or privileges as they consider appropriate at or before the time of issue;

(3) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and

(4) mortgage, pledge, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Corporation.

8.2 Register of Debentures. The Corporation may keep one or more branch registers of its debenture holders inside or outside the Province of Ontario as the directors may determine.

8.3 Execution of Debt Obligations. Every bond, debenture or other debt obligation of the Corporation shall be signed manually by at least one director or officer of the Corporation or by or on behalf of a trustee, registrar, branch registrar, transfer agent or branch transfer agent for the bond, debenture or other debt obligation appointed by the Corporation or under any instrument under which the bond, debenture or other debt obligation is issued and any additional signatures may be printed or otherwise mechanically reproduced thereon and, in such event, a bond, debenture or other debt obligation so signed is as valid as if signed manually notwithstanding that any person whose signature is so printed or mechanically reproduced shall have ceased to hold the office that he is stated on such bond, debenture or other debt obligation to hold at the date of the issue thereof.

## 9. ALTERATIONS

9.1 Alteration of Authorized Share Structure. Subject to Section 9.2 and the Business Corporations Act, the Corporation may by special resolution:

- (1) create one or more classes of shares with par value or without par value or, if none of the shares of a class of shares are allotted or issued, eliminate that class of shares;
- (2) increase, reduce or eliminate the maximum number of shares that the Corporation is authorized to issue out of any class of shares or establish a maximum number of shares that the Corporation is authorized to issue out of any class of shares for which no maximum is established;
- (3) subdivide or consolidate all or any of its unissued, or fully paid issued, shares;
- (4) if the Corporation is authorized to issue shares of a class of shares with par value:
  - (a) decrease the par value of those shares; or
  - (b) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;
- (5) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value;
- (6) alter the identifying name of any of its shares; or
- (7) otherwise alter its shares or authorized share structure when required or permitted to do so by the Business Corporations Act.

All new shares will be subject to the same provisions with reference to transfer, transmissions and otherwise as the existing shares of the Corporation.

9.2 Special Rights and Restrictions. Subject to the Business Corporations Act, the Corporation may by special resolution create special rights or restrictions for, and attach those special rights or restrictions to, the shares of any class of shares, whether or not any or all of those shares have been issued or vary or delete any special rights or restrictions attached to the shares of any class of shares, whether or not any or all of those shares have been issued. No special right or restriction attached to any issued shares shall be prejudiced or interfered with unless all shareholders holding shares of each class whose special right or restriction is so prejudiced or interfered with consent thereto in writing, or unless a resolution consenting thereto is passed at a separate class meeting of the holders of the shares of each such class by the majority required to pass a special resolution, or such greater majority as may be specified by the special rights attached to the class of shares of the issued shares of such class.

9.3 Change of Name. The Corporation may by resolution of the board authorize an alteration of its By-laws to change its name or adopt or change any translation of that name.

9.4 Alterations to By-laws. If the Business Corporations Act does not specify the type of resolution and these By-laws do not specify another type of resolution, the Corporation may by ordinary resolution alter these By-laws.

9.5 Class Meetings. Unless these By-laws otherwise provide, the provisions of these By-laws relating to general meetings shall apply, with the necessary changes and so far as they are applicable to a class meeting of shareholders holding a particular class of shares, but the quorum at a class meeting shall be one person holding or representing by

proxy a simple majority of the shares affected.

## 10. MEETINGS OF SHAREHOLDERS

10.1 Annual General Meetings. Unless an annual general meeting is deferred or waived in accordance with the Business Corporations Act, the Corporation must hold its first annual general meeting within 18 months after the date on which it was incorporated or otherwise recognized, and after that must hold an annual general meeting at least once in each calendar year and not more than 15 months after the last annual reference date at such time and place as may be determined by the directors. In default of the meeting being held, the meeting may be convened by any one or more shareholders in accordance with the Business Corporations Act.

10.2 Resolution Instead of Annual General Meeting. Notwithstanding Section 10.1, if all of the shareholders who are entitled to vote at an annual general meeting consent by a unanimous resolution under the Business Corporations Act to all of the business that is required to be transacted at that annual general meeting, the annual general meeting is deemed to have been held on the date of the unanimous resolution. The shareholders must, in any unanimous resolution passed under this Section 10.2, select as the Corporation's annual reference date a date that would be appropriate for the holding of the applicable annual general meeting.

10.3 Calling of Meetings of Shareholders. The directors may, whenever they think fit, call a meeting of shareholders.

10.4 Convening Meetings. A general meeting, if requisitioned in accordance with the Business Corporations Act, may be convened by the directors or, if not convened by the directors, may be convened by the requisitionists as provided in the Business Corporations Act.

10.5 Location of Meetings. A general meeting of the Corporation must be held in Ontario or may be held at a location outside of Ontario if approved by an ordinary resolution.

10.6 Notice for Meetings of Shareholders. The Corporation must send notice of the date, time and location of any meeting of shareholders, in the manner provided in these By-laws, or in such other manner, if any, as may be prescribed by ordinary resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Corporation, unless these By-laws otherwise provide. Such notice must be given not more than two months before the meeting and, if and for so long as the Corporation is an offering corporation, at least 21 days before the meeting and, otherwise, at least 10 days.

10.7. Fixing Record Dates. Record Date for Notice of Meetings. In order that the Corporation may determine the shareholders entitled to notice of any meeting of shareholders or any adjournment thereof, the Board may fix a record date, which date shall be not more than 60 nor less than 30 days before the date of such meeting. Notice of any record date shall be given not less than seven days before the record date, by newspaper advertisement in the manner provided by the Act.

10.8 Default Record Date for Notice. If no record date is fixed by the Board, the record date for determining shareholders entitled to notice of a meeting of shareholders shall be at the close of business on the day before the date on which the notice is given, or, if no notice is given, shall be the day on which the meeting is held.

10.9 Application to Adjourned Meetings. A determination of shareholders entitled to notice of a meeting of shareholders shall apply to any adjournment of the meeting; provided however, that the Board may fix a new record date for the determination of shareholders entitled to vote at the adjourned meeting, and, in such case, it shall comply with the Act and these By-laws in setting such date.

10.10 Setting Record Date for Voting. The Board may fix in advance a record date, preceding the date of any meeting of shareholders by not more than 60 days and not less than 30 days, for the determination of the shareholders entitled

to vote at the meeting.

10.11 Default Record Date for Voting. If no record date is fixed for voting, the record date for determining shareholders entitled to vote at a meeting of shareholders shall be at the close of business on the day immediately preceding the day on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.12 Record Date for Dividends and Other Distributions. In order that the Corporation may determine the shareholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the shareholders entitled to exercise any rights in respect of any change, conversion or exchange of shares, or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 50 days before such action.

10.13 Default Record Date for Other Purposes. If no record date is fixed, the record date for determining shareholders for any such purpose shall be at the close of business on the day on which the Board passes the resolution relating thereto.

10.14 Notice of Record Date. Notice of any record date fixed by the Corporation must be given by newspaper advertisement in accordance with the Act, not less than seven days before the record date.

10.15 Stock Exchange Notice. If shares of the Corporation are listed for trading on one or more stock exchanges in Canada, notice of such record date shall also be sent to such stock exchanges.

10.16 Shareholders' List. The Corporation shall prepare a complete list of the shareholders entitled to vote at a meeting arranged in alphabetical order, showing the address of each shareholder and the number of shares of each class or series in the Corporation registered in the name of each shareholder.

10.17 Timing for List Preparation. Such list shall be prepared no later than 10 days after setting the record date for the meeting. If no record date is fixed, then the list shall be prepared at the close of business on the day immediately preceding the day on which notice of a shareholders' meeting is given, or where no notice is given, on the day on which the meeting is held.

10.18 Inspection of List. A shareholder may inspect the list of shareholders prepared for a meeting during the Corporation's usual business hours at its registered office or at the place where its securities register is maintained.

10.19 Failure to Give Notice and Waiver of Notice. The accidental omission to send notice of any meeting to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive or reduce the period of notice of such meeting.

10.20 Notice of Special Business at Meetings of Shareholders. If a meeting of shareholders is to consider special business within the meaning of Section 13.1, the notice of meeting must state the general nature of the special business and if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders at the Corporation's records office, or at such other reasonably accessible location in Ontario as is specified in the notice during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

10.21 Meetings by Telephone or Other Communications Medium. A shareholder or proxy holder may participate in a meeting of shareholders in person or by telephone if all shareholders and proxy holders participating in the meeting are able to communicate with each other. A shareholder or proxy holder may participate in a meeting of shareholders

by a communication medium other than by telephone if all shareholders and proxy holders participating in the meeting are able to communicate with each other and all shareholders and proxy holders who wish to participate in the meeting agree to such manner of participation. A shareholder or proxy holder who participates in a meeting in a manner contemplated by this Section 12.11 is deemed for all purposes of the Business Corporations Act and these By-laws to be present at the meeting and to have agreed to participate in that manner and the meeting is deemed to be held at the location specified in the notice of meeting.

## 11. FORUM FOR ADJUDICATION OF DISPUTES

11.1 Forum Selection. Unless the Corporation consents in writing to the selection of an alternative forum, the Superior Court of Justice of the Province of Ontario and the appellate courts therefrom shall, to the fullest extent permitted by law, be the sole and exclusive forum for:

- (a) an application for leave to bring a derivative action or proceeding brought on behalf of the Corporation;
- (b) any action or proceeding asserting a claim for breach of a fiduciary duty or duty of care owed by any Director or officer of the Corporation to the Corporation;
- (c) any action or proceeding asserting a claim arising pursuant to any provision of the Act or by-laws; and
- (d) any action or proceeding asserting a claim relating to the "affairs" (as defined in section 1(1) of the Act) of the Corporation.

11.2 Deemed Consent. If any action or proceeding, the subject matter of which is within the scope of Section 12.1 is filed in a court other than a court of the Province of Ontario (a "Foreign Action") in the name of any security holder, such security holder shall be deemed to have consented to:

- (a) the personal jurisdiction of the courts of the Province of Ontario in connection with any action or proceeding brought in any such court to enforce Section 12.1 (an "Enforcement Action"); and
- (b) having service of process made upon such security holder in any such Enforcement Action by service upon such security holder's counsel in the Foreign Action as agent for such security holder.

11.3 Notice of Forum Selection. Any person or entity purchasing or otherwise acquiring any interest in shares of the Corporation shall be deemed to have notice of, and consented to, the provisions of this Section.

## 12. ELECTRONIC MEETINGS AND PARTICIPATION

12.1 Meetings of Shareholders. If the Board calls a meeting of shareholders under the Act, the Board may determine that the meeting shall be held, in accordance with the Act, entirely by means of a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting.

12.2 Participation by Electronic Means. Any person entitled to attend a meeting of shareholders may participate in the meeting, to the extent and in the manner permitted by law, by means of a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting if the Corporation makes available such a communication facility. A person participating in a meeting by such means is deemed for the purposes of the Act to be present at the meeting.

12.3 Electronic Voting. Any vote at a meeting of shareholders may be carried out by means of a telephonic,

electronic or other communication facility, if the facility:

- (a) enables the votes to be gathered in a manner that permits their subsequent verification; and
- (b) permits the tallied votes to be presented to the Corporation without it being possible for the Corporation to identify how each shareholder or group of shareholders voted.

12.4 Participation in Board Meetings. A director may participate in a meeting of the Board or of any committee of the Board by means of such telephone, electronic or other communication facilities as to permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and a director participating in such a meeting by such means is deemed to be present at the meeting.

12.5 Consent to Electronic Meetings. If all the directors present at or participating in the meeting consent, any or all of the directors may participate in a meeting of the Board or of a committee of the Board by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and any director participating in such a meeting by such means is deemed to be present at the meeting. Any such consent shall be effective whether given before or after the meeting to which it relates and may be given with respect to all meetings of the Board and of committees of the Board held while a director holds office.

12.6 Creation and Provision of Information. Unless the By-laws provide otherwise, any notice, document or other information required or permitted by the Act, the By-laws may be created and provided in electronic form and may be provided by electronic means in accordance with the Electronic Commerce Act, 2000 (Ontario).

12.7 Electronic Signatures. Any requirement under these By-laws for a signature, or for a document to be executed, is satisfied by a signature or execution in electronic form if such is permitted by law and all requirements prescribed by law are met.

12.8 Documents in Electronic Form. Any documents required to be created or maintained by the Corporation under the Act may be created and maintained in electronic form provided:

- (a) they are in a format that can be read by the Corporation;
- (b) they comply with the requirements of the Act;
- (c) they can be printed within a reasonable time; and
- (d) the Corporation has taken reasonable steps to ensure the integrity of the information.

### 13. PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

13.1 Special Business. At a meeting of shareholders, the following business is special business:

- (1) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting; and
- (2) at an annual general meeting, all business is special business except for the following:

- (a) business relating to the conduct of or voting at the meeting;
- (b) consideration of any financial statements of the Corporation presented to the meeting;
- (c) consideration of any reports of the directors or auditor;
- (d) the setting or changing of the number of directors;
- (e) the election or appointment of directors;
- (f) the appointment of an auditor;
- (g) the setting of the remuneration of an auditor;
- (h) business arising out of a report of the directors not requiring the passing of a special resolution; and
- (i) any other business which, under these By-laws or the Business Corporations Act, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

13.2 Special Majority. The majority of votes required for the Corporation to pass a special resolution at a meeting of shareholders is two-thirds of the votes cast on the resolution.

13.4 Quorum for Shareholders' Meetings. Unless otherwise required by law or this By-law, at each meeting of the shareholders, one person who is present in person, or who represents by proxy, one or more shareholders who, in aggregate, hold at least five percent (5%) of the issued shares entitled to vote at a meeting of shareholders constitutes a quorum.

13.5 Single Shareholder. Notwithstanding the foregoing, if the Corporation has only one shareholder, or only one shareholder of any class or series of shares, the shareholder present in person or by proxy constitutes a meeting and a quorum for such meeting.

13.6 Loss of Quorum. If a quorum is present at the opening of a meeting of shareholders, the shareholders present may proceed with the business of the meeting even if a quorum is not present throughout the meeting.

13.7 Adjournment for Lack of Quorum. If, however, a quorum is not present at any meeting of the shareholders, the shareholders entitled to vote thereat, present in person or represented by proxy, shall have power, by the affirmative vote of a majority in voting power thereof, to adjourn the meeting from time to time, in the manner provided in these By-laws, until a quorum can be present or represented.

13.8 Business at Adjourned Meeting. At any such adjourned meeting at which there is a quorum, any business may be transacted that might have been transacted at the original meeting.

13.9 Quorum for Directors' Meetings. The quorum for the transaction of business at any meeting of the Board shall consist of a majority of the Directors.

13.10 Minimum Quorum. If, however, the Corporation has fewer than three Directors, all Directors must be present at any meeting of the Board to constitute a quorum.

13.11 Continued Quorum. Once a quorum is established, it does not need to be maintained throughout the meeting.

13.12 Vacancy and Quorum. A Director participating in a meeting is deemed to be present at the meeting, including for the purposes of determining whether a quorum is present.

13.13 Quorum for Committee Meetings. Unless otherwise determined by the Board, each committee shall have the power to fix its quorum at not less than a majority of its members and to regulate its procedure.

13.14 Default Committee Quorum. To the extent that the Board or the committee does not establish rules to regulate the procedure of the committee, the provisions regarding quorum for meetings of the Board shall apply *mutatis mutandis*.

13.15 Chair. The chair of the board, if any, or if the chair of the board is absent or unwilling to act as chair of the meeting, the president of the Corporation, if any, or in his absence a vice-president of the Corporation, if any, will preside as chairman at every meeting of shareholders.

13.16 Selection of Alternate Chair. If, at any meeting of shareholders, there is no chair of the board or president present within 15 minutes after the time set for holding the meeting, or if the chair of the board and the president are unwilling to act as chair of the meeting, or if the chair of the board and the president have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting, the directors present must choose one of their number to be chair of the meeting or if all of the directors present decline to take the chair or fail to so choose or if no director is present, the shareholders entitled to vote at the meeting who are present in person or by proxy may choose any person present at the meeting to chair the meeting. The chairman need not be a shareholder.

13.17 Adjournments. The chair of a meeting of shareholders may, with the consent of the meeting, and will, if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

13.18 Notice of Adjourned Meeting. It is not necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting of shareholders except that, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.

13.19 Decisions by Show of Hands or Poll. Subject to the Business Corporations Act, every motion put to a vote at a meeting of shareholders will be decided on a show of hands unless a poll, before or on the declaration of the result of the vote by show of hands, is directed by the chair or demanded by at least one shareholder entitled to vote who is present in person or by proxy.

13.20 Declaration of Result. The chair of a meeting of shareholders must declare to the meeting the decision on every question in accordance with the result of the show of hands or the poll, as the case may be, and that decision must be entered in the minutes of the meeting. A declaration of the chair that a resolution is carried by the necessary majority or is defeated is, unless a poll is directed by the chair, conclusive evidence without proof of the number or proportion of the votes recorded in favour of or against the resolution.

13.21 Motion Need Not be Seconded. No motion proposed at a meeting of shareholders need be seconded unless the chair of the meeting rules otherwise, and the chair of any meeting of shareholders is entitled to propose or second a motion.

13.22 Casting Vote. In case of an equality of votes, the chair of a meeting of shareholders does not, either on a show

of hands or on a poll, have a second or casting vote in addition to the vote or votes to which the chair may be entitled as a shareholder.

13.23 Manner of Taking Poll. If a poll is duly demanded at a meeting of shareholders it will be taken at the meeting, or within seven days after the date of the meeting, as the chair of the meeting directs and in the manner, at the time and at the place that the chair of the meeting directs. The result of the poll is effective from the time of the meeting at which the poll is demanded. The demand for the poll may be withdrawn by the person who demanded it and, notwithstanding the foregoing, a poll demanded at a meeting of shareholders on a question of adjournment or the election of the chair of the meeting will be taken immediately at the meeting without adjournment.

13.24 Chair Must Resolve Dispute. In the case of any dispute as to the admission or rejection of a vote given on a poll, the chair of the meeting must determine the dispute, and his or her determination made in good faith is final and conclusive.

13.25 Casting of Votes. On a poll, a shareholder entitled to more than one vote need not cast all the votes in the same way.

13.26 Demand for Poll Not to Prevent Continuance of Meeting. The demand for a poll at a meeting of shareholders does not, unless the chair of the meeting so rules, prevent the continuation of a meeting for the transaction of any business other than the question on which a poll has been demanded.

13.27 Retention of Ballots and Proxies. The Corporation must, for at least three months after a meeting of shareholders, keep each ballot cast on a poll and each proxy voted at the meeting, and, during that period, make them available for inspection during normal business hours by any shareholder or proxyholder entitled to vote at the meeting. At the end of such three month period, the Corporation may destroy such ballots and proxies.

## 14. VOTES OF SHAREHOLDERS

14.1 Number of Votes by Shareholder or by Shares. Subject to any special rights or restrictions attached to any shares and to the restrictions imposed on joint shareholders under Section 14.3 on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote on the matter has one vote and, on a poll, every shareholder entitled to vote on the matter has one vote in respect of each share entitled to be voted on the matter and held by that shareholder and may exercise that vote either in person or by proxy.

14.2 Votes of Persons in Representative Capacity. A person who is not a shareholder may vote at a meeting of shareholders, whether on a show of hands or on a poll, and may appoint a proxy holder to act at the meeting, if, before doing so, the person satisfies the chair of the meeting, or the directors, that the person is a legal personal representative or a trustee in bankruptcy for a shareholder who is entitled to vote at the meeting.

14.3 Votes by Joint Holders. If there are joint shareholders registered in respect of any share, any one of the joint shareholders may vote at any meeting, either personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it or, if more than one of the joint shareholders is present at any meeting, personally or by proxy, and more than one of them votes in respect of that share, then the vote of the joint shareholder present whose name stands first on the securities register in respect of the share will be counted to the exclusion of the votes of the other joint holders.

14.4 Legal Personal Representatives as Joint Shareholders. Two or more legal personal representatives of a shareholder in whose sole name any share is registered are, for the purposes of Section 14.3, deemed to be joint shareholders.

14.5 Representation by Committee. A shareholder for whom a committee has been duly appointed may vote, whether

on a show of hands or on a poll, by his committee. A committee may appoint a proxy holder.

14.6 Representative of a Corporate Shareholder. If a corporation, that is not a subsidiary of the Corporation, is a shareholder, that corporation may appoint a person to act as its representative at any meeting of shareholders of the Corporation provided that the instrument appointing a representative is received at the registered office of the Corporation or at any other place specified in the notice calling the meeting for the receipt of proxies, at least the number of business days specified in the notice for the receipt of proxies, or if no number of days is specified, two business days before the day set for the holding of the meeting or is provided at the meeting to the chair of the meeting or to a person designated by the chair of the meeting. Evidence of the appointment of any such representative may be sent to the Corporation by written instrument, fax or any other method of transmitting legibly recorded messages. If a representative is appointed under this Section 14.6, the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder and the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

14.7 Proxy Provisions Do Not Apply to All Companies. Sections 14.8 to 14.15 do not apply to the Corporation if and for so long as it is an offering corporation or a pre-existing reporting Corporation which has the Statutory Reporting Corporation Provisions as part of its By-laws or to which the Statutory Reporting Corporation Provisions apply.

14.8 Appointment of Proxy Holders. Every shareholder of the Corporation, including a corporation that is a shareholder but not a subsidiary of the Corporation, entitled to vote at a meeting of shareholders of the Corporation may, by proxy, appoint one or more (but not more than five) proxy holders to attend and act at the meeting in the manner, to the extent and with the powers conferred by the proxy. A proxy will be in writing under the hand of the appointor and, if the appointor is a corporation, under the hand of an officer or attorney duly authorized for that purpose. A proxy holder is not required to be a shareholder.

14.9 Alternate Proxy Holders. A shareholder may appoint one or more alternate proxy holders to act in the place of an absent proxy holder.

14.10 Deposit of Proxy. A proxy and any power of attorney or other authority under which it is signed or a notarially certified copy of the power of attorney for a meeting of shareholders must be received at the place specified in the notice calling the meeting for the receipt of proxies, or, if no place is specified, at the registered office of the Corporation, at least the number of business days specified in the notice, or if no number of days is specified, two business days before the day set for the holding of the meeting. A proxy may be sent to the Corporation by written instrument, fax or any other method of transmitting legibly recorded messages.

14.11 Validity of Proxy Vote. A vote given in accordance with the terms of a proxy is valid notwithstanding the death or incapacity of the shareholder giving the proxy and despite the revocation of the proxy or the revocation of the authority under which the proxy is given, unless notice in writing of that death, incapacity or revocation is received at the registered office of the Corporation, at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used or by the chair of the meeting, before the vote is taken.

14.12 Form of Proxy. A proxy, whether for a specified meeting or otherwise, must be either in the following form or in any other form approved by the directors:

[name of Corporation at the relevant time]  
(the "Corporation")

The undersigned, being a shareholder of the Corporation, hereby appoints [name] or, failing that person, [name, as proxy holder for the undersigned to attend, act and vote for and on behalf of the undersigned at the meeting of shareholders of the Corporation to be held on month, day, year/ and at any adjournment of that meeting.

Number of shares in respect of which this proxy is given (if no number is specified, then this proxy is given in respect of all shares registered in the name of the shareholder): \_\_\_\_\_

Signed [month, day, year ]

\_\_\_\_\_  
[Signature of shareholder]

\_\_\_\_\_  
(Name of shareholder-printed)

14.13 Revocation of Proxy. Subject to Section 14.14, every proxy may be revoked by an instrument in writing that is received at the registered office of the Corporation at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used or provided, at the meeting, to the chair of the meeting.

14.14 Revocation of Proxy Must Be Signed. An instrument referred to in Section 14.13 must be signed, where the shareholder for whom the proxy holder is appointed is an individual, by the shareholder or his or her legal personal representative or trustee in bankruptcy or, where the shareholder for whom the proxy holder is appointed is a corporation, by the corporation or by a representative appointed for the corporation under Section 14.6.

14.15 Production of Evidence of Authority to Vote. The chair of any meeting of shareholders may, but need not, inquire into the authority of any person to vote at the meeting and may, but need not, demand from that person production of evidence as to the existence of the authority to vote.

## 15. DIRECTORS

15.1 First Directors; Number of Directors. The first directors of the Corporation are the persons designated as directors of the Corporation in the first By-law filed for the Corporation under the Business Corporations Act and, at the time of filing, the number of directors, excluding additional directors appointed under Section 16.1, is set at the number of first directors. Thereafter, the number of directors, excluding additional directors, will be not less than one (or, if the Corporation is an offering corporation) and not more than 20. Within this range, unless the number of directors is set by ordinary resolution or set under Section 16.4, the number may be determined by the directors.

15.2 Change in Number of Directors. If the number of directors is set by ordinary resolution, the shareholders may elect or appoint the directors needed to fill any vacancies in the board of directors up to that number and if the shareholders do not elect or appoint the directors needed to fill any vacancies in the board of directors up to that number contemporaneously with the setting of that number, then the directors may appoint, or the shareholders may elect or appoint, directors to fill those vacancies.

15.3 Directors' Acts Valid Despite Vacancy. An act or proceeding of the directors is not invalid merely because fewer than the number of directors set or otherwise required under these By-laws is in office.

15.4 Qualifications of Directors. A director is not required to hold a share in the capital of the Corporation as qualification for his or her office but must be qualified as required by the Business Corporations Act to become, act or continue to act as a director.

15.5 Remuneration of Directors. The directors are entitled to such remuneration for acting as directors, if any, as the directors may from time to time determine or if the directors so decide, as shareholders may determine by ordinary

resolution. That remuneration may be in addition to any salary or other remuneration paid to any officer or employee of the Corporation as such, who is also a director.

15.6 Reimbursement of Expenses of Directors. The Corporation must reimburse each director for the reasonable expenses that he or she may properly incur in and about the business of the Corporation.

15.7 Special Remuneration for Directors. If any director performs any extra professional or other services for the Corporation that in the opinion of the directors are outside the ordinary duties of a director, or if any director is otherwise specially occupied in or about the Corporation's business, he or she may be paid remuneration fixed by the directors, or, at the option of the directors, fixed by ordinary resolution, and such remuneration may be either in addition to, or in substitution for, any other remuneration that he or she may be entitled to receive.

15.8 Gratuity, Pension or Allowance on Retirement of Director. Unless otherwise determined by ordinary resolution, the directors on behalf of the Corporation may pay a gratuity or pension or allowance on retirement to any director who has held any salaried office or place of profit with the Corporation or to his or her spouse or dependents and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

## 16. ADVANCE NOTICE OF NOMINATION OF DIRECTORS

16.1 Nomination Procedures. Subject to the Act, Applicable Securities Laws and the By-laws, only those individuals nominated in accordance with the procedures set out in this By-law shall be eligible for the election to the Board. Nominations of persons for election to the Board may only be made at any annual meeting of shareholders, or at a special meeting of shareholders called for any purpose which includes the election of Directors, as follows:

(a) by or at the direction of the Board, including pursuant to a notice of meeting;

(b) by or at the direction or request of one or more shareholders pursuant to a proposal made in accordance with the provisions of the Act, or a requisition of shareholders meeting by one or more shareholders made in accordance with the Act; or

(c) by any person (a "Nominating Shareholder") who:

- i. at the close of business on the date of giving the Nomination Notice set out in Section 5.3, and on the record date for determining shareholders entitled to vote at such meeting, is entered in the securities register of the Corporation as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting and provides evidence of such beneficial ownership to the Corporation; and
- ii. complies with the notice procedures set forth in this By-law.

16.2 Exclusive Means. For the avoidance of doubt, the procedures set forth in this By-law shall be the exclusive means for any person to bring nominations for election to the Board at or in connection with any annual or special meeting of shareholders of the Corporation.

16.3 Timely Notice. A Nominating Shareholder must give written notice of its Director nomination containing the information set out in this By-law (such notice, a "Nomination Notice") to the secretary of the Corporation even if such matter is already the subject of a notice to the shareholders or a Public Announcement. The Nomination Notice must be received by the Corporation:

(a) in the case of an annual meeting of shareholders, not less than 30 days before the date of such meeting; provided that, if (i) an annual meeting is called for a date that is less than 50 days after the Meeting Notice Date, notice by the Nominating Shareholder shall be made not less than the close of business on the 10th day after the Meeting Notice Date, and (ii) the Corporation uses "notice-and-access" to send proxy-related materials to shareholders in connection

with an annual meeting, notice must be received not less than 40 days before the date of the annual meeting; or

(b) in the case of a special meeting (which is also an annual meeting) of shareholders called for the purpose of electing Directors (whether or not also called for the purpose of conducting other business), not later than the close of business on the 15th day after the Meeting Notice Date.

In the event of an adjournment or postponement of an annual meeting or special meeting of shareholders or any announcement thereof, a new time period shall commence for the giving of a timely notice under this Section.

16.4 Nomination Notice Information. To be in proper written form, a Nomination Notice must comply with this By-law and must disclose or include, as applicable:

(a) as to each person whom the Nominating Shareholder proposes to nominate for election as a Director (each, a "Proposed Nominee"):

- i. the name, age and business and residential address of the Proposed Nominee;
- ii. the principal occupation, business or employment of the Proposed Nominee, both at present and within the five years preceding the notice;
- iii. the number of securities of each class of voting securities of the Corporation (or any of its subsidiaries) beneficially owned, or controlled or directed, directly or indirectly, by the Proposed Nominee, as of the record date for the meeting and as of the date of such Nomination Notice;
- iv. a description of any relationship, agreement, arrangement or understanding between the Nominating Shareholder and the Proposed Nominee, or any Affiliates or Associates of, or any person acting jointly or in concert with the Nominating Shareholder or the Proposed Nominee, in connection with the Proposed Nominee's nomination and election as a Director;
- v. whether the Proposed Nominee is a party to any existing or proposed relationship, agreement, arrangement or understanding with any competitor of the Corporation or its Affiliates or any other third party that may give rise to a real or perceived conflict of interest between the interests of the Corporation and the interests of the Proposed Nominee;
- vi. a duly completed personal information form in respect of the Proposed Nominee in the form prescribed from time to time by the principal stock exchange on which the securities of the Corporation are then listed for trading; and
- vii. any other information relating to the Proposed Nominee that would be required to be disclosed in a dissident information circular or other filings required to be made in connection with the solicitation of proxies for the election of Directors pursuant to the Act or Applicable Securities Laws; and

(b) as to each Nominating Shareholder:

- i. the name, business and, if applicable, residential address of such Nominating Shareholder;
- ii. the number of securities of each class of voting securities of the Corporation beneficially owned, or controlled or directed, directly or indirectly, by such Nominating Shareholder or any other person with whom such Nominating Shareholder is acting jointly or in concert;
- iii. a representation and proof that the Nominating Shareholder is a holder of record of securities of the Corporation, or a beneficial owner, entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such nomination;
- iv. a representation as to whether such Nominating Shareholder intends to deliver an information circular and form of proxy to any shareholder of the Corporation in connection with the election of Directors or otherwise solicit proxies of votes from shareholders of the Corporation in support of such nomination; and
- v. any other information relating to such Nominating Shareholder that would be required to be disclosed in a dissident information circular or other filings required to be made in connection with the solicitation of proxies for the election of Directors pursuant to the Act or Applicable Securities Laws.

(c) a written consent duly signed by each Proposed Nominee to being named as a nominee for election to the Board and to serve as a Director of the Corporation, if elected.

16.5 Additional Information. The Corporation may require any Proposed Nominee to furnish such other information as may be reasonably required by the Corporation to determine whether the Proposed Nominee would be considered "independent" under the relevant standards contemplated by Applicable Securities Laws or any stock exchange rules that may be applicable to the Corporation.

16.6 Currency of Notice. All information to be provided in a Nomination Notice shall be provided as of the date of such Nomination Notice. To be considered timely and in proper form, a Nomination Notice shall be promptly updated and supplemented, if necessary, by the Nominating Shareholder so that the information provided or required to be provided in such Nomination Notice shall be true and correct as of the record date for the meeting.

16.7 Delivery of Notice. A Nomination Notice shall be delivered to the Corporation's registered office by personal delivery, nationally recognized overnight courier, facsimile, email of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid).

16.8 Power of the Chairperson. The chairperson of any meeting of shareholders of the Corporation shall have the power to determine whether a nomination was made in accordance with the provisions of this By-law and, if any proposed nomination is not in compliance with this By-law, to declare that such defective nomination shall be disregarded.

16.9 Waiver. The Board may, in its sole discretion, waive any requirement in this By-law.

16.10 Election at Annual General Meeting. At every annual general meeting and in every unanimous resolution contemplated by Section 10.2:

(1) the shareholders entitled to vote at the annual general meeting for the election of directors must elect, or in the unanimous resolution appoint, a board of directors consisting of the number of directors for the time being set under these By-laws; and

(2) all the directors cease to hold office immediately before the election or appointment of directors under paragraph (1), but are eligible for re-election or re-appointment.

16.11 Consent to be a Director. No election, appointment or designation of an individual as a director is valid unless:

(1) that individual consents to be a director in the manner provided for in the Business Corporations Act;

(2) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director; or

(3) with respect to first directors, the designation is otherwise valid under the Business Corporations Act.

16.12 Failure to Elect or Appoint Directors. Where the Corporation fails to hold an annual general meeting and all of the shareholders who are entitled to vote at an annual general meeting fail to pass the unanimous resolution contemplated by Section 10.2 on or before the date by which the annual general meeting is required to be held under the Business Corporations Act or where the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by Section 10.2, to elect or appoint any directors, then each director then in office continues to hold office until his or her successor is elected or appointed or he or she otherwise ceases to hold office under the Business Corporations Act or these By-laws, whichever is earlier. Each continuing director is deemed to have been elected or appointed as a director on the last day on which the annual general meeting would have been held pursuant to these By-laws.

16.13 Places of Retiring Directors Not Filled. If, at any meeting of shareholders at which there should be an election of directors, the places of any of the retiring directors are not filled by that election, those retiring directors who are not re-elected and who are asked by the newly elected directors to continue in office will, if willing to do so, continue in office to complete the number of directors for the time being set pursuant to these By-laws until further new directors are elected at a meeting of shareholders convened for that purpose. If any such election or continuance of directors does not result in the election or continuance of the number of directors for the time being set pursuant to these By-laws, the number of directors of the Corporation is deemed to be set at the number of directors actually elected or continued in office.

16.14 Directors May Fill Casual Vacancies. Any casual vacancy occurring in the board of directors may be filled for the unexpired term by the remaining directors.

16.15 Remaining Directors' Power to Act. The directors may act notwithstanding any vacancy in the board of directors, but if the Corporation has fewer directors in office than the number set pursuant to these By-laws as the quorum of directors, the directors may only act for the purpose of appointing directors up to that number or of summoning a meeting of shareholders for the purpose of filling any vacancies on the board of directors or, subject to the Business Corporations Act, for any other purpose.

16.16 Shareholders May Fill Vacancies. If the Corporation has no directors or fewer directors in office than the number set pursuant to these By-laws as the quorum of directors, the shareholders may elect or appoint directors to fill any vacancies on the board of directors.

16.17 Additional Directors. Notwithstanding Sections 13.1 and 13.2, between annual general meetings or unanimous resolutions contemplated by Section 10.2, the directors may appoint one or more additional directors, but the number of additional directors appointed under this By-law.

16.18 Minimum and Maximum. If the By-laws provide for a minimum and maximum number of Directors, the Board shall be comprised of the fixed number of Directors as determined from time to time by special resolution or, if the special resolution empowers the Board to determine the number, by resolution of the Board. The number of Directors determined by the Board shall not exceed one-third the number of Directors required to have been elected at the last annual meeting of shareholders.

16.19 Ceasing to be a Director. A director ceases to be a director when:

- (1) the term of office of the director expires;
- (2) the director dies;
- (3) the director resigns as a director by notice in writing provided to the Corporation or a lawyer for the Corporation;  
or
- (4) the director is removed from office pursuant to Sections 16.10 or 16.11.

16.20 Removal of Director by Shareholders. The Corporation may remove any director before the expiration of his or her term of office and appoint a replacement director in respect thereof by special resolution. If the shareholders do not elect or appoint a director to fill the resulting vacancy contemporaneously with the removal, then the directors may appoint or the shareholders may elect, or appoint by ordinary resolution, a director to fill that vacancy.

16.21 Removal of Director by Directors. The directors may remove any director before the expiration of his or her

term of office if the director is convicted of an indictable offence or if the director ceases to be qualified to act as a director of a Corporation and does not promptly resign, and the directors may appoint a director to fill the resulting vacancy.

## 17. ALTERNATE DIRECTORS

17.1 Appointment of Alternate Director. Any director (an "appointor") may by notice in writing received by the Corporation appoint any person, whether a shareholder or a director or not, (an "appointee") who is qualified to act as a director to be his or her alternate to act in his or her place at meetings of the directors or committees of the directors at which the appointor is not present unless (in case of an appointee who is not a director) the directors have reasonably disapproved the appointment of such person as an alternate director and have given notice to that effect to his or her appointor within a reasonable time after the notice of appointment is received by the Corporation.

17.2 Notice of Meetings. Every alternate director so appointed is entitled to attend and vote as a director at any meeting of directors or of a committee of directors at which his or her appointor is not present and, if the appointor so directs in the notice of appointment delivered under Section 17.1, notice of meetings of directors and of committees of the directors, as applicable, will be sent to the alternate director and not to the appointor.

17.3 Alternate for More Than One Director Attending Meetings. A person may be appointed as an alternate director by more than one director and in such case, the alternate director will be counted in determining the quorum for a meeting of directors or a meeting of a committee of directors once for each of his or her appointors, as applicable, and, in the case of an appointee who is also a director or a member of that committee, once more in that capacity. Subject to the relevant appointor having so directed in the notice of appointment, an alternate director will have a separate vote at a meeting of directors or a meeting of committee of directors for each of his or her appointors, as applicable, and, in the case of an appointee who is also a director or a member of that committee, an additional vote in that capacity.

17.4 Written Resolutions. Every alternate director, if authorized by the notice appointing him or her, may sign in place of his or her appointor any resolutions to be consented to in writing.

17.5 Alternate Director Not an Agent. Every alternate director is deemed not to be the agent of his or her appointor.

17.6 Revocation of Appointment of Alternate Director. An appointor may at any time, by notice in writing received by the Corporation, revoke the appointment of an alternate director appointed by him or her.

17.7 Ceasing to be an Alternate Director. The appointment of an alternate director ceases when:

- (1) his or her appointor ceases to be a director and is not promptly re-elected or re-appointed;
- (2) his or her appointor revokes the appointment of the alternate director in accordance with Section 17.6;
- (3) the alternate director dies;
- (4) the alternate director resigns as an alternate director by notice in writing provided to the Corporation or a lawyer for the Corporation;
- (5) the alternate director ceases to be qualified to act as a director; or
- (6) the alternate director is convicted of an indictable offence and the other directors shall have resolved to remove

him.

17.8 Remuneration and Expenses of Alternate Director. The Corporation may reimburse an alternate director for the reasonable expenses that would be properly reimbursed if he or she were a director, and the alternate director is entitled to receive from the Corporation such proportion, if any, of the remuneration otherwise payable to the appointor as the appointor may from time to time direct.

## 18. POWERS AND DUTIES OF DIRECTORS

18.1 Powers of Management. The directors must, subject to the Business Corporations Act and these By-laws, manage or supervise the management of the business and affairs of the Corporation and have the authority to exercise all such powers of the Corporation as are not, by the Business Corporations Act or by these By-laws, required to be exercised by the shareholders of the Corporation.

18.2 Appointment of Attorney of Corporation. The directors may from time to time, by power of attorney or other instrument, under seal if so required by law, appoint any person to be the attorney of the Corporation for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these By-laws and excepting the power to fill vacancies in the board of directors, to remove a director, to change the membership of, or fill vacancies in, any committee of the directors, to appoint or remove officers appointed by the directors and to declare dividends) and for such period, and with such remuneration and subject to such conditions as the directors may think fit. Any such power of attorney may be made in favour of any of the directors or any of the shareholders of the Corporation or in favour of any corporation, firm or joint venture and any such appointment may contain such provisions for the protection or convenience of persons dealing with such attorney as the directors think fit. Any such attorney may be authorized by the directors to subdelegate all or any of the powers, authorities and discretions for the time being vested in him or her.

## 19. DISCLOSURE OF INTEREST OF DIRECTORS

19.1 Obligation to Account for Profits. A director or senior officer who holds a disclosable interest (as that term is used in the Business Corporations Act) in a contract or transaction into which the Corporation has entered or proposes to enter is liable to account to the Corporation for any profit that accrues to the director or senior officer under or as a result of the contract or transaction only if and to the extent provided in the Business Corporations Act.

19.2 Restrictions on Voting by Reason of Interest. A director who holds a disclosable interest in a contract or transaction into which the Corporation has entered or proposes to enter is not entitled to vote on any resolution of the board to approve that contract or transaction, unless all of the directors have a disclosable interest in that contract or transaction, in which case any or all of those directors may vote on such resolution.

19.3 Interested Director Counted in Quorum. A director who holds a disclosable interest in a contract or transaction into which the Corporation has entered or proposes to enter and who is present at the meeting of directors at which the contract or transaction is considered for approval will be counted in the quorum at the meeting whether or not the director votes on any or all of the resolutions considered at the meeting.

19.4 Disclosure of Conflict of Interest or Property. A director or senior officer who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual's duty or interest as a director or senior officer, must disclose the nature and extent of the conflict as required by the Business Corporations Act.

19.5 Director Holding Other Office in the Corporation. A director may hold any office or place of profit with the Corporation, other than the office of auditor of the Corporation, in addition to his or her office of director for the period and on the terms (as to remuneration or otherwise) that the directors may determine.

19.6 No Disqualification. No director or intended director is disqualified by his or her office from contracting with the Corporation either with regard to the holding of any office or place of profit the director holds with the Corporation or as vendor, purchaser or otherwise, and, subject to compliance with the provisions of the Business Corporations Act, no contract or transaction entered into by or on behalf of the Corporation in which a director is in any way interested is liable to be voided for that reason.

19.7 Professional Services by Director or Officer. Subject to the Business Corporations Act, a director or officer, or any person in which a director or officer has an interest, may act in a professional capacity for the Corporation, except as auditor of the Corporation, and the director or officer or such person is entitled to remuneration for professional services as if that director or officer were not a director or officer.

19.8 Director or Officer in Other Corporations. A director or officer may be or become a director, officer or employee of, or otherwise interested in, any corporation or firm in which the Corporation may be interested as a shareholder or otherwise, and, subject to the Business Corporations Act, the director or officer shall not be accountable to the Corporation for any remuneration or other benefits received by him or her as director, officer or employee of, or from his or her interest in, such other corporation or firm.

## 20. PROCEEDINGS OF DIRECTORS

20.1 Meetings of Directors. The directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings as they think fit, and meetings of the directors held at regular intervals may be held at the place, at the time and on the notice, if any, as the directors may from time to time determine.

20.2 Voting at Meetings. Questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting does not have a second or casting vote.

20.3 Chair of Meetings. The chair of the board, if any, or, in his absence, the president, if any, if the president is a director, or, if neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting or is willing to chair the meeting or each of the chair of the board and the president, if any and if a director, have advised the secretary, if any, or any other director, that they will not be present at the meeting, then any other director chosen by the directors shall preside as chairman at a meeting of directors.

20.4 Meetings by Telephone or Other Communications Medium. A director may participate in a meeting of the directors or of any committee of the directors in person or by telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other. A director may participate in a meeting of the directors or of any committee of the directors by a communications medium other than telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other and if all directors who wish to participate in the meeting agree to such manner of participation. A director who participates in a meeting in a manner contemplated by this Section 20.4 is deemed for all purposes of the Business Corporations Act and these By-laws to be present at the meeting and to have agreed to participate in that manner. Where each director or his alternate is in communication with each other director or his alternate in the manner contemplated by this Section 20.4, a resolution concurred to by all directors or alternate directors in the course of such transmission shall be deemed to be a resolution of the board duly passed by the requisite majority.

20.5 Calling of Meetings. A director may, and the secretary or an assistant secretary of the Corporation, if any, on the request of a director must, call a meeting of the directors at any time.

20.6 Notice of Meetings. Other than for meetings held at regular intervals as determined by the directors pursuant to Section 20.1, reasonable notice of each meeting of the directors, specifying the place, day and time of that meeting must be given to each of the directors and the alternate directors by any method set out in Section 26.1 or orally or by telephone.

20.7 When Notice Not Required. It is not necessary to give notice of a meeting of the directors to a director or an alternate director if the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the directors at which that director is appointed or the director or alternate director, as the case may be, has waived notice of the meeting in accordance with Section 20.9.

20.8 Meeting Valid Despite Failure to Give Notice. The accidental omission to give notice of any meeting of directors to, or the non-receipt of any notice by, any director or alternate director, does not invalidate any proceedings at that meeting.

20.9 Waiver of Notice of Meetings. Any director or alternate director may send to the Corporation a document signed by him or her waiving notice of any past, present or future meeting or meetings of the directors and may at any time withdraw that waiver with respect to meetings held after that withdrawal. After sending a waiver with respect to all future meetings and until that waiver is withdrawn, no notice of any meeting of the directors need be given to that director and, unless the director otherwise requires by notice in writing to the Corporation, to his or her alternate director, and all meetings of the directors so held are deemed not to be improperly called or constituted by reason of notice not having been given to such director or alternate director.

20.10 Quorum. The quorum necessary for the transaction of the business of the directors may be set by the directors and, if not so set, is deemed to be set at two directors or, if the number of directors is set at one, is deemed to be set at one director, and that director may constitute a meeting.

20.11 Validity of Acts Where Appointment Defective. Subject to the Business Corporations Act, an act of a director or officer is not invalid merely because of an irregularity in the election or appointment or a defect in the qualification of that director or officer.

20.12 Written Resolutions in Writing. A resolution of the directors or of any committee of the directors consented to in writing by all of the directors entitled to vote on it, whether by signed document, fax, email or any other method of transmitting legibly recorded messages, is as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors duly called and held. Such resolution may be in two or more counterparts which together are deemed to constitute one resolution in writing. A resolution passed in that manner is effective on the date stated in the resolution or on the latest date stated on any counterpart. A resolution of the directors or of any committee of the directors passed in accordance with this Section 20.12 is deemed to be a proceeding at a meeting of directors or of the committee of the directors and to be as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the Business Corporations Act and all the requirements of these By-laws relating to meetings of the directors or of a committee of the directors.

## 21. EXECUTIVE AND OTHER COMMITTEES

21.1 Appointment and Powers of Executive Committee. The directors may, by resolution, appoint an executive committee consisting of the director or directors that they consider appropriate, which committee shall have and may exercise during the intervals between meetings of the board of directors, all of the powers of the board except the power to fill vacancies in the board, the power to remove a director, the power to change the membership of, or fill vacancies in, any committee of the directors, and such other powers, if any, as may be set out in the resolution or any subsequent resolution of the board.

21.2 Appointment and Powers of Other Committees. The directors may, by resolution appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate and delegate to any such committee any of the directors' powers, except the power to fill vacancies in the board, the power to remove a director, the power to change the membership of, or fill vacancies in, any committee of the directors and the power to appoint or remove officers appointed by the directors; and, in each case, subject to the conditions set out in the resolution or any subsequent resolution of the board.

21.3 Obligations of Committees. Any committee appointed under Section 21.1 or 21.2, in the exercise of the powers delegated to it, must conform to any rules that may from time to time be imposed on it by the directors, keep regular minutes of every act or thing done in exercise of those powers and cause such minutes to be recorded in books kept for that purpose and report the same to the board at such times as the board may from time to time require. Subject to any rules imposed on it by the directors, any committee may make rules for the conduct of its business and may appoint such assistants as it may deem necessary. A majority of the members of a committee shall constitute a quorum of such committee.

21.4 Powers of Board. The board shall have the power at any time, to revoke or alter the authority given to the committee, or override a decision made by the committee, except as to acts done before such revocation, alteration or overriding and to terminate the appointment of, or change the membership of, the committee including to fill vacancies in the committee.

21.5 Committee Meetings. Subject to Section 21.3 and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, a committee appointed under Sections 21.1 or 21.2 may meet and adjourn as it thinks proper and a majority of the members of the committee will constitute a quorum of the committee. The committee may elect a chair of its meetings but, if no chair of a meeting is elected, or if at a meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting. Questions arising at any meeting of the committee are determined by a majority of votes of the members present, and in case of an equality of votes, the chair of the meeting does not have a second or casting vote.

## 22. OFFICERS

22.1 Directors May Appoint Officers. The directors may, from time to time, appoint such officers, if any, as the directors determine and the directors may, at any time, terminate any such appointment.

22.2 Functions, Duties and Powers of Officers. The directors may determine the functions and duties of each officer and entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit. The directors may, at any time and from time to time, revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

22.3 Qualifications. No officer may be appointed unless that officer is qualified in accordance with the Business Corporations Act. One person may hold more than one position as an officer of the Corporation. Any person appointed as the chair of the board or as the managing director must be a director. Any other officer need not be a director.

22.4 Remuneration and Terms of Appointment. All appointments of officers are to be made on the terms and conditions and at the remuneration (whether by way of salary, fees, wages, commission, participation in profits or any other means or all of these modes) that the directors think fit and are subject to termination at the pleasure of the directors, and an officer may in addition to such remuneration be entitled to receive, after he or she ceases to hold such office or leaves the employment of the Corporation, a pension or gratuity.

22.5 Interested Officers. Every officer of the Corporation who holds any office or possesses any property whereby, whether directly or indirectly, duties or interests might be created in conflict with his duties or interests as an officer of the Corporation shall, in writing, disclose to the directors the fact and the nature, character and extent of the conflict.

## 23. INDEMNIFICATION AND INSURANCE

23.1 Standard of Care. Every Director and officer of the Corporation in exercising their powers and discharging their duties shall act honestly and in good faith with a view to the best interests of the Corporation and exercise the care,

diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

23.2 No Liability for Acts of Others. Subject to the foregoing requirement to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances, no Director or officer shall be liable for the acts, omissions, failures, neglects or defaults of any other Director, officer or employee, or for joining in any act for conformity, or for any loss, damage or expense suffered or incurred by the Corporation through the insufficiency or deficiency of title to any property acquired by the Corporation or for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by any error of judgment or oversight on their part, or for any other loss, damage or misfortune that shall happen in the execution of the duties of their office or in relation thereto.

23.3 Compliance with Law. Nothing herein shall relieve any Director or officer from the duty to act in accordance with the Act or from liability for any breach thereof.

23.4 Mandatory Indemnification. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, a Director or officer of the Corporation, a former Director or officer of the Corporation or another individual who acts or acted at the Corporation's request as a director or officer (or an individual acting in a similar capacity) of another entity, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by the individual in respect of any civil, criminal, administrative, investigative or other proceeding in which the individual is involved because of that association with the Corporation or other entity.

23.5 Advance of Expenses. The Corporation shall pay the expenses (including legal fees, disbursements and charges) actually and reasonably incurred by a Director or officer of the Corporation, a former Director or officer of the Corporation or another individual who acts or acted at the Corporation's request as a director or officer (or an individual acting in a similar capacity) of another entity in defending any proceeding in advance of its final disposition, upon receipt of an undertaking by or on behalf of such individual to repay all amounts advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such individual is not entitled to be indemnified for such expenses under this Section or otherwise. The individual shall repay the monies if they do not fulfill the conditions of Section 23.3.

23.6 Conditions of Indemnification. The Corporation shall not indemnify an individual under Section 23.1 unless they:

- (a) acted honestly and in good faith with a view to the best interests of the Corporation or, as the case may be, to the best interests of the other entity for which they acted as a director or officer or in a similar capacity at the Corporation's request; and

- (b) in the case of a criminal or administrative proceeding that is enforced by a monetary penalty, they had reasonable grounds for believing that their conduct was lawful.

23.7 Indemnification in Derivative Actions. The Corporation may, with the approval of a court, indemnify and save harmless an individual referred to in Section 23.1, or advance moneys under Section 23.2 in respect of any action by or on behalf of the Corporation or other entity to obtain a judgment in its favour, to which the individual is made a party because of the individual's association with the Corporation or other entity against all costs, charges and expenses reasonably incurred by the individual in connection with such action, if that individual fulfills the conditions set out in Section 23.3.

23.8 Right to Indemnity. Despite Section 23.1, an individual referred to in that section is entitled to indemnity from the Corporation in respect of all costs, charges and expenses reasonably incurred by the individual in connection with the defence of any civil, criminal, administrative, investigative or other proceeding to which the individual is subject

because of the individual's association with the Corporation or other entity as described in Section 23.1, if the individual seeking an indemnity:

(a) was not judged by a court or other competent authority to have committed any fault or omitted to do anything that the individual ought to have done; and

(b) fulfills the conditions set out in Section 23.3.

**23.9 Corporation May Purchase Insurance.** The Corporation may purchase and maintain insurance on behalf of any individual who is a Director or officer of the Corporation, a former Director or officer of the Corporation or another individual who acts or acted at the Corporation's request as a director or officer (or an individual acting in a similar capacity) of another entity against any liability asserted against them and incurred by them in any such capacity, or arising out of their status as such, whether or not the Corporation would have the power to indemnify them against such liability under the Act.

**23.10 Repeal, Amendment or Modification.** Any amendment, repeal or modification of this By-law shall not adversely affect any right or protection hereunder of any individual in respect of any act or omission occurring before the time of such repeal or modification.

## 24. DIVIDENDS

**24.1 Payment of Dividends Subject to Special Rights.** The provisions of this Section 24 are subject to the special rights, if any, as to dividends attached to any shares.

**24.2 Declaration of Dividends.** Subject to the Business Corporations Act, the directors may from time to time declare and authorize payment of such dividends as they may deem advisable and pay the same out of any funds of the Corporation available for that purpose. The directors may, before declaring a dividend, set aside out of the profits of the Corporation such moneys as they think proper as a reserve or reserves which will be applicable for meeting contingencies or equalizing dividends, or for any other purpose to which the profits of the Corporation may be properly applied, and the moneys may, pending this application, either be employed in the business of the Corporation or be invested as the directors think fit.

**24.3 No Notice Required.** The directors need not give notice to any shareholder of any declaration under Section 24.2.

**24.4 Record Date.** The directors may set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date must not precede the date on which the dividend is to be paid by more than two months. If no record date is set, the record date is 5 p.m. on the date on which the directors pass the resolution declaring the dividend. The transfer of shares does not, as against the Corporation, transfer the right to any dividend declared thereon before the registration of the transfer.

**24.5 Manner of Paying Dividend.** A resolution declaring a dividend may direct payment of the dividend wholly or partly by the distribution of specific assets or of fully paid shares or of bonds, debentures or other securities of the Corporation or any other corporation, or in any one or more of those ways.

**24.6 Settlement of Difficulties.** If any difficulty arises in regard to a distribution under Section 24.5, the directors may settle the difficulty as they deem advisable, and, in particular, may issue fractional certificates, may set the value for

distribution of specific assets, may determine that cash payments in substitution for all or any part of the specific assets to which any shareholders are entitled may be made to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees for the persons entitled to the dividend.

24.7 When Dividend Payable. Any dividend may be made payable on such date as is fixed by the directors.

24.8 Dividends to be Paid in Accordance with Number of Shares. All dividends on shares of any class or series of shares must be declared and paid according to the number of such shares held.

24.9 Receipt by Joint Shareholders. If several persons are joint shareholders of any share, any one of them may give an effective receipt for any dividend, bonus or other money payable in respect of the share.

24.10 Dividend Bears No Interest. No dividend bears interest against the Corporation.

24.11 Fractional Dividends. If a dividend to which a shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend.

24.12 Payment of Dividends. Any dividend or other distribution payable in cash in respect of shares may be paid by cheque, made payable to the order of the person to whom it is sent, and mailed to the address of the shareholder, or in the case of joint shareholders, to the address of the joint shareholder who is first named on the securities register, or to the person and to the address the shareholder or joint shareholders may direct in writing. The mailing of such cheque will, to the extent of the sum represented by the cheque (plus the amount of the tax required by law to be deducted), discharge all liability for the dividend unless such cheque is not paid on presentation or the amount of tax so deducted is not paid to the appropriate taxing authority. The directors may deduct from any dividend payable to a shareholder all sums of money presently owing by that shareholder to the Corporation.

24.13 Capitalization of Surplus. Notwithstanding anything contained in these By-laws, the directors may from time to time capitalize any surplus of the Corporation and may from time to time issue, as fully paid, shares or any bonds, debentures or other securities of the Corporation as a dividend representing the surplus or any part of the surplus.

## 25. DOCUMENTS, RECORDS AND REPORTS

25.1 Records Office Records. The Corporation will keep such records at its records office as are required by the Business Corporations Act to be so kept and no shareholder or former shareholder may inspect any of such records unless expressly authorized by the Business Corporations Act. Any inspection authorized pursuant to this Section 25.1 will be at the place and time and on the terms and conditions set by the directors for any such inspection.

25.2 Recording of Financial Affairs. The directors must cause to be kept books of account, accounting records and such other records as are necessary to record properly the financial affairs and condition of the Corporation and to comply with the Business Corporations Act and the provisions of other statutes applicable to the Corporation including with respect to the appointment of and qualifications of auditors for the Corporation. The books and records will be kept at such place or places as the directors may think fit and will be open to inspection by the directors.

25.3 Inspection of Accounting Records. No shareholder or former shareholder will be entitled to inspect any accounting records of the Corporation unless expressly authorized by the Business Corporations Act. Any inspection authorized pursuant to this Section 25.3 will be at the place and time and on the terms and conditions set by the directors for any such inspection.

25.4 Remuneration of Auditors. The auditors of the Corporation, if any, are entitled to such remuneration for acting

as auditors as the directors may from time to time determine, if the directors so decide, as the shareholders may determine by ordinary resolution.

## 26. NOTICES

26.1 Method of Giving Notice. Unless the Business Corporations Act or these By-laws provide otherwise, a notice, statement, report or other record required or permitted by the Business Corporations Act or these By-laws to be sent by or to a person may be sent by prepaid post or facsimile to him at his registered address or, if no such address is set out in any register of the Corporation, at his mailing address, or by email to the email address provided by the intended recipient for the sending of that record or records of that type, if any.

26.2 Deemed Receipt of Mailing. A record that is mailed to a person by ordinary mail to the applicable address for that person referred to in Section 26.1 is deemed to be received by the person to whom it was mailed on the business day following the date of mailing. A notice delivered personally is effective the day of delivery. A notice sent by facsimile or email is effective on the date the sender receives his facsimile or electronic answer in accordance with the Electronic Commerce Act, 2000 (Ontario), back confirming receipt by the recipient's medium.

26.3 Certificate of Sending. A certificate signed by the secretary, if any, or other officer of the Corporation or of any other corporation acting in that behalf for the Corporation stating that a notice, statement, report or other record was addressed as required by Section 26.1, prepaid and mailed or otherwise sent as permitted by Section 26.1 is conclusive evidence of that fact.

26.4 Notice to Joint Shareholders. A notice, statement, report or other record may be provided by the Corporation to the joint shareholders of a share by providing the notice to the joint shareholder first named in the securities register in respect of the share.

26.5 Notice to Trustees. A notice, statement, report or other record may be provided by the Corporation to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a shareholder by mailing the record, addressed to them by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description and mail to the address supplied to the Corporation for that purpose by the persons claiming to be so entitled or, if no such address has been supplied, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

## 27. SEAL

27.1 Who May Attest Seal. The directors may provide a seal for the Corporation. Except as provided in Sections 27.2 and 27.3, the Corporation's seal, if any, may be affixed to any instrument by, and any instrument may be executed on behalf of the Corporation in the presence of, the following persons:

- (1) any two directors;
- (2) any officer, together with any director;
- (3) if the Corporation only has one director, that director; or
- (4) any one or more directors or officers or persons as may be determined by the directors,

and the said persons in whose presence the seal is so affixed to an instrument shall sign such instrument.

27.2 Sealing Copies. For the purpose of certifying under seal a certificate of incumbency of the directors or officers of the Corporation or a true copy of any resolution or other document, despite Section 27.1, the impression of the seal may be attested by the signature of any one director or officer.

27.3 Mechanical Reproduction of Seal. The directors may authorize the seal to be impressed by third parties on share certificates or bonds, debentures or other securities of the Corporation as they may determine appropriate from time to time. To enable the seal to be impressed on any share certificates or bonds, debentures or other securities of the Corporation, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Corporation are, in accordance with the Business Corporations Act or these By-laws, printed or otherwise mechanically reproduced, there may be delivered to the person employed to engrave, lithograph or print such definitive or interim share certificates or bonds, debentures or other securities one or more unmounted dies reproducing the seal and the chair of the board or any senior officer together with the secretary, treasurer, secretary-treasurer, an assistant secretary, an assistant treasurer or an assistant secretary-treasurer may in writing authorize such person to cause the seal to be impressed on such definitive or interim share certificates or bonds, debentures or other securities by the use of such dies. Share certificates or bonds, debentures or other securities to which the seal has been so impressed are for all purposes deemed to be under and to bear the seal impressed on them.

27.4 Seal in Other Jurisdiction. The Corporation may have for use in any other province, state, territory or country an official seal which shall have on its face the name of the province, state, territory or country where it is to be used and all of the powers conferred by the Business Corporations Act with respect thereto may be exercised by the directors or by a duly authorized agent of the Corporation.

## 28. LIENS ON SHARES

28.1 Corporation's Lien on Shares. The Corporation has a lien on any share registered in the name of a shareholder or the shareholder's legal representative for a debt of that shareholder to the Corporation. The Board may at any time declare any share to be wholly or in part exempt from the provisions of this Section.

28.2 Enforcement of Lien. The Corporation may enforce a lien referred to in Section 28.1 by:

- (a) taking appropriate legal proceedings;
- (b) selling the shares in the manner the Board considers appropriate after giving notice to the registered holder;
- (c) applying any dividends or other distributions in respect of the shares toward satisfaction of the debt; or
- (d) refusing to register a transfer of such shares until the debt is paid.

28.3 Scope of Lien. The lien of the Corporation on a share extends to all dividends payable on it and to any other rights or benefits attached to or arising from such share.

## 29. RESTRICTIONS ON SHARE TRANSFERS

29.1 Directors' Right to Decline Registration. The Board may decline to approve any transfer of shares if:

- (a) the Corporation has a lien on such shares;
- (b) the transfer would result in a contravention of applicable securities laws;
- (c) the transfer is not accompanied by such proof of the transferor's right to transfer as the Board may reasonably require; or
- (d) the transfer is otherwise contrary to the provisions of the By-laws or any unanimous shareholder agreement.

29.2 Securities Transfer Restrictions. For so long as the Corporation is not an offering corporation, the Corporation's securities, other than non-convertible debt securities, shall not be transferred without either:

- (a) the approval of the Board, expressed by a resolution passed by a majority of the directors at a properly constituted meeting or by unanimous written resolution of the Board; or

(b) the approval of the holders of at least a majority of the shares of the Corporation, excluding the votes attached to shares held by the transferor, expressed by a resolution passed at a properly constituted meeting of shareholders or by a written resolution signed by all of the shareholders entitled to vote on that resolution.

29.3 Legend on Certificates. Share certificates representing shares that are subject to a restriction on transfer shall have the restriction noted conspicuously on the certificate, and the Corporation shall not be required to register a transfer of such shares unless the transfer complies with the restrictions.

### 30. SPECIAL RIGHTS AND RESTRICTIONS ATTACHED TO SHARES

30.1 Class A Shares. The special rights and restrictions attached to the Class A Voting Common Shares Without Par Value (the "Class A Shares") are as follows:

(a) The holders of the Class A Shares shall be entitled to receive notice of, to attend and to vote at any general meetings of the shareholders of the Corporation.

(b) Notwithstanding any other provision of these By-laws except Section 30.4, and subject to payment of dividends declared but unpaid on the Class B Shares, dividends may be declared and paid, in the discretion of the directors, at any time upon the Class A Shares to the exclusion of all of any other class or classes of shares, or may be declared and paid upon all or any other class or classes of shares, to the exclusion of the Class A Shares.

(c) In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or in the event of the redemption, purchase or acquisition of any shares, the reduction of capital or any other return of capital, the holders of the Class A Shares shall be entitled to receive, before any distribution of any part of the assets of the Corporation to the holders of any other shares except the Class B Shares, an amount equal to the paid-up capital thereon and any dividends declared thereon and unpaid, and if any of the assets of the Corporation thereafter remain available for distribution, the holders of the Class A Shares shall be entitled to such assets.

30.2 Class B Shares. The Class B Preferred Shares Without Par Value (the "Class B Shares") may be issued from time to time in one or more series and shall as a class have attached thereto the following special rights and restrictions:

(a) The directors, by resolution duly passed before the issuance of Class B Shares of the series to which the resolution relates, may, subject to the Business Corporations Act, do any one or more of the following:

(i) determine the maximum number of shares of any of those series of Class B Shares that the Corporation is authorized to issue, determine that there is no maximum number or alter any such determination previously made, and may authorize the alteration of the By-laws accordingly;

ii) alter these By-laws, and authorize the alteration of the By-laws, to create an identifying name by which the shares of any of those series of Class B Shares may be identified or to alter any identifying name previously created; and

(iii) alter these By-laws and authorize the alteration of the By-laws to attach special rights or restrictions to the shares of any of those series of Class B Shares or to alter any such special rights or restrictions including, without limitation: (A) the rate, amount or method of calculation of dividends and whether the same are subject to adjustments; (B) whether such dividends are cumulative, partly cumulative or non-cumulative; (C) the dates, manner and currency of payments of dividends and the date from which they accrue or become payable; (D) if redeemable or purchasable (whether at the option of the Corporation or holder or otherwise), the redemption or purchase prices and currencies thereof and terms and conditions of redemption or purchase, with or without provision for sinking or similar funds; (E) the voting rights, if any; (F) any conversion, exchange or reclassification rights; and (G) any other terms not inconsistent with these provisions.

(b) The holders of Class B Shares as a class shall, in preference to the holders of the Class A Shares, be entitled to receive dividends. The holders of the Class B Shares of any series shall also be entitled to such other preference, not inconsistent with these provisions, over the holders of the Class A Shares and the shares of any other class ranking junior to the Class B Shares as may be fixed in accordance with paragraph (a) of this Section 30.2.

(c) Unless specifically subordinated in priority by the special rights and restrictions attached to any particular series of Class B Shares, the holders of the Class B Shares as a class shall be entitled, on the distribution of the assets of the Corporation on the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or on any other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs, to receive in priority before any distribution shall be made to holders of the Class A Shares or any other share of the Corporation ranking junior to the Class B Shares with respect to repayment of capital, the amount paid up with respect to each Class B Share held by each of them respectively, together with the premium (if any) payable respectively on redemption of each such series of Class B Shares and all accrued and unpaid dividends (if any) which for such purpose shall be calculated as if such dividends were accruing on a day-to-day basis up to the date of such distribution. After payment to the holders of Class B Shares of the amounts so payable to them, such holders shall not be entitled to share in any further distribution of the property or assets of the Corporation except as specifically provided in the special rights and restrictions attached to any particular series.

(d) No Class B Shares or shares of a class ranking prior to or on a parity with the Class B Shares with respect to the payment of dividends or the distribution of assets in the event of liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs, may be issued if the Corporation is in arrears in the payment of dividends on any outstanding series of Class B Shares without the approval of the holders of the Class B Shares given by a resolution passed by a majority of the holders of the Class B Shares.

(e) Except as hereinafter referred to or as required by law or in accordance with any voting rights which may from time to time be attached to any series of Class B Shares, the holders of Class B Shares as a class shall not be entitled as such to receive notice of, to attend or to vote at any meeting of the shareholders of the Corporation; provided that the holders of Class B Shares as a class shall be entitled to notice of meetings of shareholders called for the purpose of authorizing the dissolution of the Corporation or the sale of its undertaking or a substantial part thereof, or as required by the Business Corporations Act.

(f) The rights, privileges, restrictions and conditions attaching to the Class B Shares as a class may be added to, removed or changed but only with the approval of the holders of the Class B Shares given in accordance with the requirements of the Business Corporations Act.

(g) Where Class B Shares are issued in more than one series with identical preferred, deferred or other special rights, privileges, restrictions, conditions and designations attached thereto, all such series of Class B Shares shall rank pari passu and participate equally and proportionately without discrimination or preference as if all such series of Class B Shares had been issued simultaneously and all such series of Class B Shares may be designated as one series.

30.3 Alterations where Shares Issued. If alterations, determinations or authorizations contemplated by Section 30.2(a) are to be made in relation to a series of shares of which there are issued shares, those alterations, determinations and authorizations must be made by ordinary resolution.

30.4 Restriction on Dividends. Notwithstanding anything else contained in these By-laws, no dividends will be paid on any class of shares nor will shares be redeemed if such act would result in the Corporation having insufficient net assets to redeem the Class B Shares, if applicable.