



**NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS
AND
MANAGEMENT INFORMATION CIRCULAR**

**ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS
TO BE HELD ON JUNE 10, 2022**

April 20, 2022

April 20, 2022

Dear Shareholder:

On behalf of the board of directors and management of Tantalus Systems Holding Inc. (the “**Company**”), we are pleased to invite you to our annual general and special meeting of the shareholders of the Company (the “**Shareholders**”), which will be held on Friday, June 10, 2022 at 9:00 a.m. (Vancouver time).

In light of the ongoing uncertainty surrounding the public health impact of the COVID-19 pandemic, and out of concern for the health and wellbeing of our shareholders, employees and other stakeholders, we will hold our annual general and special meeting in a virtual-only format, which will be conducted via live webcast online at www.virtualshareholdermeeting.com/GRID2022. Shareholders will have an equal opportunity to attend the meeting online regardless of their geographic location.

The Notice of Annual General and Special Meeting of the Shareholders and related materials are enclosed. The accompanying Management Information Circular describes the business to be conducted at the annual general and special meeting and contains information on our governance practices and our approach to executive compensation. We hope that you take the time to review these meeting materials and that you exercise your vote. Whether or not you plan to attend the meeting, we encourage you to vote promptly in advance of the meeting. In the Management Information Circular, you will find important information and detailed instructions about how to participate at the meeting and vote on the business to be conducted at the meeting.

The meeting is an opportunity to listen to and ask questions of the people who are responsible for the performance of the Company. The webcast of the meeting will be archived on our website following the meeting.

We thank you for your continued support of the Company and look forward to your attendance at this year’s meeting.

Yours truly,

“Peter Londa”

Director, President and Chief Executive Officer

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TANTALUS SYSTEMS HOLDING INC.

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that the Annual General and Special Meeting of the shareholders of Tantalus Systems Holding Inc. (the “Company”) will be held as a virtual-only meeting via live webcast online at www.virtualshareholdermeeting.com/GRID2022 at 9:00 a.m. (Vancouver time), on Friday, June 10, 2022, for the following purposes:

1. to receive the financial statements of the Company for the financial period ended December 31, 2021 and the report of the auditors thereon;
2. to elect directors for the ensuing year;
3. to appoint auditors for the ensuing year;
4. to consider and, if thought fit, to pass an ordinary resolution of disinterested shareholders amending and restating the omnibus long term incentive plan, the full text of which is set forth in the accompanying Management Information Circular; and
5. to transact such further and other business as may properly come before the meeting or any adjournment thereof.

Specific details of the above items of business are contained in the Management Information Circular which accompanies and forms a part of this Notice of Annual General and Special Meeting.

In light of the ongoing uncertainty surrounding the public health impact of the COVID-19 pandemic, the Company has determined that holding this year’s meeting virtually via a live webcast is a proactive and prudent step to ensure the health and safety of shareholders, employees and the community. Detailed information on how a shareholder can attend, participate in and vote at the meeting is described in the section of the Management Information Circular entitled “*Questions and Answers on Voting*”.

DATED at Burnaby, British Columbia, this 20th day of April, 2022.

BY ORDER OF THE BOARD OF DIRECTORS

“Peter Londa”

Director, President and Chief Executive Officer

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TANTALUS SYSTEMS HOLDING INC.

MANAGEMENT INFORMATION CIRCULAR

GENERAL INFORMATION

This Management Information Circular (this “**Circular**”) is furnished in connection with the solicitation of proxies by management of the Company (as defined below) for use at the annual general and special meeting (the “**Meeting**”) of holders (the “**Shareholders**”) of common shares (the “**Shares**”) in the capital of the Company to be held as a virtual-only meeting via live webcast online at www.virtualshareholdermeeting.com/GRID2022 at 9:00 a.m. (Vancouver time), on Friday, June 10, 2022, or at any adjournments thereof, for the purposes set forth in the accompanying Notice of Annual General and Special Meeting (the “**Notice of Meeting**”).

In this Circular, the “**Company**”, “**we**”, “**us**” and “**our**” refer to Tantalus Systems Holding Inc., either alone or together with its subsidiaries, as applicable. This Circular contains information as of April 20, 2022 unless indicated otherwise.

On January 29, 2021, the Company completed a qualifying transaction under the policies of the TSX Venture Exchange (“**TSXV**”) with Tantalus Systems Holding Inc., a corporation governed by the *Canada Business Corporations Act* (the “**Predecessor Company**”) and Tantalus Systems Shareholders Inc, a corporation governed by the *Canada Business Corporations Act* (“**TSSI**”), pursuant to which, among other things and by way of plan of arrangement completed under the *Canada Business Corporations Act*, the Predecessor Company and TSSI amalgamated and became the Company’s wholly-owned subsidiary (now named TSH Canada Inc.) and certain securities of the Predecessor Company and TSSI were exchanged for securities of the Company (the “**Qualifying Transaction**”). Prior to the Qualifying Transaction, the Company was named “RiseTech Capital Corp.”.

QUESTIONS AND ANSWERS ON VOTING

The following questions and answers provide guidance on how to vote your Shares.

Who can vote?

Only Shareholders at the close of business on April 19, 2022, the record date (the “**Record Date**”) for the Meeting established by the directors are entitled to notice of and to vote at the Meeting.

What will I be voting on?

Shareholders will be voting: (i) to elect directors for the ensuing year; (ii) to appoint auditors for the ensuing year; (iii) to consider and, if thought fit, to pass an ordinary resolution of disinterested shareholders amending and restating the omnibus long term incentive plan, the full text of which is set forth in this Circular; and (iv) to transact such further and other business as may properly come before the Meeting or any adjournment thereof.

The financial statements of the Company for the financial period ended December 31, 2021 and the report of the auditors thereon to be placed before Shareholders at the Meeting are available on SEDAR at www.sedar.com.

How will these matters be decided at the Meeting?

A simple majority of affirmative votes cast at the Meeting is required to pass the resolutions to (i) elect directors for the ensuing year and (ii) appoint auditors for the ensuing year. If there are more nominees for election as directors or appointment as the Company’s auditor than there are vacancies to fill, those nominees receiving the greatest number of votes will be elected or appointed, as the case may be, until all such vacancies have been filled. If the number of nominees for election or appointment is equal to the number of vacancies to be filled, all such nominees will be declared elected or appointed by acclamation. A simple majority of disinterested Shareholders is required to pass the resolution to approve amending and restating the omnibus long term incentive plan.

Who is soliciting my proxy?

This Circular is furnished in connection with the solicitation of proxies by management of the Company. It is expected that the solicitation of proxies for the Meeting will be primarily by mail, but proxies may be solicited personally, by telephone or by other means of communication by the directors, officers and regular employees of the Company, who will not be specifically remunerated therefore. All costs of such solicitation of proxies by or on behalf of management of the Company will be borne by the Company.

How do I vote?

If you are eligible to vote and you are a Shareholder of record as of the close of business on the Record Date, you can vote your Shares at the Meeting or by proxy, as explained below under “*How do I vote in advance or by Proxy...if I am a registered Shareholder*”. If your Shares are held in the name of a depository or a nominee such as a trustee, financial institution or securities broker, please see the instructions below under “*How do I vote in advance or by proxy...if I am a Non-Registered Shareholder?*”

Why is this year’s meeting virtual-only?

This year’s Meeting will be held virtually via a live online webcast due to the ongoing uncertainty surrounding the public health impact of the COVID-19 pandemic. This measure is a proactive and prudent step to ensure the health and safety of Shareholders, employees and the community.

Registered Shareholders and duly appointed proxyholders (including Non-Registered Shareholders (as defined below) who have appointed themselves as proxyholder) will be entitled to attend, participate and vote at the Meeting, all in real time. Non-Registered Shareholders who do not appoint themselves as proxyholder may still attend the Meeting and ask questions. Guests will be able to listen to the Meeting, but will not be able to vote or ask questions at the Meeting.

It is important to note that you will not be able to attend this year’s Meeting in person. If you are participating in the Meeting, you must remain connected to the internet at all times during the Meeting in order to vote when balloting commences. It is your responsibility to ensure internet connectivity for the duration of the Meeting.

How do I access and vote at the Meeting...

You will be able to participate in the Meeting using an internet connected device such as a laptop, computer, tablet or mobile phone, and the Meeting platform will be supported across browsers and devices that are running the most updated version of the applicable software plugins and meeting the minimum system requirements.

The steps that you need to follow to access the Meeting will depend on whether you are a registered Shareholder or a Non-Registered Shareholder. You must follow the applicable instructions below carefully.

...if I am a registered Shareholder?

If you are a registered Shareholder, Broadridge Investor Communications Corporation (“**Broadridge**”) will have sent you a form of proxy. This document will be required in order for you to complete the instructions below.

Registered Shareholders can access and vote at the Meeting during the live webcast as follows:

1. Log into www.virtualshareholdermeeting.com/GRID2022 at least 15 minutes before the Meeting starts. You should allow ample time to check into the Meeting and to complete the related procedures.
2. Enter your 16-digit control number into the Shareholder Login section (your control number is located on your form of proxy) and click on “Enter Here”.
3. Follow the instructions to access the Meeting and vote when prompted.

Even if you currently plan to participate in the Meeting, you should consider voting your Shares by proxy in advance so that your vote will be counted if you later decide not to attend the Meeting or in the event that you are unable to access the Meeting for any reason. If you access and vote on any matter at the Meeting during the live webcast, then you will revoke any previously submitted form of proxy.

...if I am a Non-Registered Shareholder?

Non-Registered Shareholders wishing to access and vote at the Meeting during the live webcast can do so as follows:

1. Appoint yourself as proxyholder as described below under the heading “*How do I vote by proxy or in advance...if I am a Non-Registered Shareholder*”, including by providing an “Appointee Name” and designating an 8-character “Appointee Identification Number” (together, this is the “**Appointee Information**”). Please note that these steps must be completed prior to the proxy deadline (defined below) or you will not be able to vote your Shares at the Meeting during the live webcast.
2. Follow the instructions below for proxyholders to log in and vote at the Meeting.

A Non-Registered Shareholder (as defined below) wishing to access the Meeting without voting during the live webcast – for example, because you have provided voting instructions prior to the Meeting or appointed another person to vote on your behalf at the Meeting – can access the Meeting in the same manner as for registered Shareholders described above using the 16-digit control number located on your voting instruction form or form of proxy. You will be able to ask questions if you access the Meeting in this manner.

...if I am a proxyholder?

If you have been appointed as proxyholder for a registered or Non-Registered Shareholder (or you are a Non-Registered Shareholder who has appointed themselves as proxyholder), you can access and vote at the Meeting during the live webcast as follows:

1. Log into www.virtualshareholdermeeting.com/GRID2022 at least 15 minutes before the Meeting starts. You should allow ample time to check into the Meeting and to complete the related procedures.
2. Enter the Appointee Name and Appointee Identification Number exactly as it was provided to Broadridge by the Shareholder who appointed you as proxyholder and click on “Enter Here”. If this information is not provided to you by such Shareholder, or if you do not enter it exactly as that Shareholder provided it to Broadridge, you will not be able to access the Meeting or vote their Shares on their behalf during the live webcast.

If you have been appointed as proxyholder for more than one Shareholder, you will be asked to enter the Appointee Information for each separate Shareholder in order to vote the applicable Shares on their behalf at the Meeting.

3. Follow the instructions to access the Meeting and vote when prompted.

All Shareholders must provide the Appointee Information to their appointed proxyholder exactly as they provided it to Broadridge online at www.proxyvote.com or on their voting instruction form or form of proxy in order for their proxyholder to access and vote their shares at the Meeting during the live webcast. Proxyholders who have forgotten or misplaced the applicable Appointee Information should contact the Shareholder who appointed them as quickly as possible. If that Shareholder has forgotten or misplaced the applicable Appointee Information, they should follow the steps described under the heading “*How do I access and vote at the Meeting...if I am a Non-Registered Shareholder*” as quickly as possible.

...if I am a Guest?

If you wish to access the Meeting as a guest, you can log into the Meeting as set out below. Note that guests will be able to listen to the Meeting, but will not be able to ask questions or vote. Please read and follow the instructions below carefully.

1. Log into www.virtualshareholdermeeting.com/GRID2022 at least 15 minutes before the Meeting starts. You should allow ample time to check into the Meeting and to complete the related procedures.
2. Complete the Guest section and click on “Enter Here”.

Can I ask questions at the Meeting?

The Company believes that the ability to participate in the Meeting in a meaningful way, including asking questions, remains important despite the decision to hold this year’s Meeting virtually. Registered Shareholders, proxyholders and Non-Registered Shareholders will have an opportunity to ask questions at the Meeting in writing by sending a message to the chair of the Meeting online through the virtual meeting platform. It is anticipated that Shareholders will have substantially the same opportunity to ask questions on matters of business at the Meeting as in past years when the annual general and special meeting was held in person. Guests will not be permitted to ask questions.

What if I have difficulties in accessing the Meeting?

If you encounter any difficulties accessing the Meeting during the check-in or meeting time, please call the technical support number that will be posted on the Virtual Shareholder Meeting login page.

If you are accessing the Meeting, you must remain connected to the internet at all times during the Meeting in order to vote when balloting commences. It is your responsibility to ensure internet connectivity for the duration of the Meeting. Note that if you lose connectivity once the Meeting has commenced, there may be insufficient time to resolve your issue before ballot voting is completed. Therefore, even if you currently plan to access the Meeting and vote during the live webcast, you should consider voting your Shares in advance or by proxy so that your vote will be counted in the event you experience any technical difficulties or are otherwise unable to access the Meeting.

How do I vote by proxy or in advance...

Providing voting instructions online at www.proxyvote.com or by telephone or signing and returning the form of proxy or voting instruction form sent to you along with the notice, in each case in accordance with the instructions provided below and on your form of proxy or voting instruction form, authorizes the named directors or officers of the Company (the “**named proxyholders**”) to vote your Shares at the Meeting in accordance with your instructions. **Each Shareholder is entitled to appoint a person or company other than the individuals named in the form of proxy (who needs not be a Shareholder) to represent such Shareholder at the Meeting.**

...if I am a registered Shareholder?

If you do not intend to access and vote at the Meeting during the live webcast, you are encouraged to provide your voting instructions to the named proxyholders by internet at www.proxyvote.com or by telephone, or by returning the form of proxy to Broadridge, in each case in accordance with the instructions appearing on the form of proxy.

Alternatively, you are entitled to appoint some other person or company (who need not be a Shareholder) to represent you at the Meeting. Since the Meeting will take place virtually, the process for appointing another person as your proxyholder (other than the named proxyholders) to access the Meeting and vote on your behalf is different than it would be for an in-person meeting. You must therefore follow the instructions on your form of proxy very carefully, including:

1. inserting an “Appointee Name” and designating an 8-character “Appointee Identification Number” online at www.proxyvote.com or in the spaces provided on your form of proxy; and

2. informing your appointed proxyholder of the exact Appointee Name and 8-character Appointee Identification Number prior to the Meeting. Your proxyholder will require both your Appointee Name and Appointee Identification Number in order to access the Meeting and vote on your behalf.

You are encouraged to appoint your proxyholder online at www.proxyvote.com in accordance with the instructions on the form of proxy as this will reduce the risk of any mail disruptions in the current environment and will allow you to share the Appointee Information you have created with your appointed proxyholder more easily. You may also complete and return your form of proxy by following the instructions on your form of proxy.

Please note that if you wish to appoint a person as your proxyholder other than the named proxyholders and you do not designate the Appointee Information as required when completing your appointment online or on your form of proxy or if you do not provide the exact Appointee Name and Appointee Identification Number to that other person, that other person will not be able to access the Meeting and vote on your behalf.

What is the deadline for returning my proxy?

You are encouraged to provide your voting instructions or appoint your proxyholder online at www.proxyvote.com or by telephone, each in accordance with the instructions on the form of proxy, as this will reduce the risk of any mail disruptions in the current environment. These instructions must be provided by no later than 48 hours, excluding Saturdays and holidays, preceding the Meeting or an adjournment thereof (the “**proxy deadline**”). If you prefer, you may also complete and return your form of proxy to Broadridge at: Data Processing Centre, P.O. Box 3700 STN Industrial Park, Markham, ON, L3R 9Z9, in which case Broadridge must receive your completed form of proxy prior to the proxy deadline.

Providing your voting instructions to the named proxyholder or appointing another person as your proxy will ensure your vote is counted at the Meeting even if you later decide not to attend the Meeting or are unable to access the Meeting in the event of technical difficulties. If you access and vote on any matter at the Meeting during the live webcast, any proxy you have previously submitted will be revoked.

If I change my mind, how can I revoke my proxy?

You may revoke any prior proxy by providing new voting instructions or Appointee Information at www.proxyvote.com at a later time or a new form of proxy with a later date. However, for your new voting instructions or appointment to be effective they must be received by Broadridge no later than 48 hours, excluding Saturdays and holidays, preceding the Meeting or an adjournment thereof.

You may also revoke any prior proxy: (i) by an instrument in writing executed by the Shareholder, or by the Shareholder’s agent or attorney and delivered to Broadridge at: Data Processing Centre, P.O. Box 3700 STN Industrial Park, Markham, ON, L3R 9Z9, together with evidence of the agent’s or attorney’s written authority, so as to arrive at any time up to and including the last business day preceding the day of the Meeting, or any adjournment thereof; or (ii) in any other manner permitted by law. If you access the Meeting and vote on any matter during the live webcast, you will revoke any previously submitted proxy.

If you wish to provide new voting instructions and not simply revoke your proxy (unless the proxy deadline is waived), your new voting instructions must be received by Broadridge no later than 48 hours, excluding Saturdays and holidays, preceding the Meeting or an adjournment thereof.

.....if I am a Non-Registered Shareholder?

All of the Shares beneficially owned by a non-registered Shareholder (a “**Non-Registered Shareholder**”) are registered in the name of a depository or a nominee such as a trustee, financial institution or securities broker (an “**intermediary**”). For example, Shares listed in an account statement provided by the broker of a Shareholder are not registered in the Shareholder’s name.

Applicable securities laws require Shareholders’ intermediaries to seek voting instructions from them in advance of the Meeting. Accordingly, you will receive or have already received from your intermediary a request for voting instructions for the number of Shares you beneficially own. This form will include instructions on how to

provide voting instructions to your intermediary or to appoint yourself or another person to access and vote at the Meeting on your behalf during the live webcast.

How do I give voting instructions?

You may provide your voting instructions by following the instructions on the voting instruction form provided to you by your intermediary. You are encouraged to do so online at www.proxyvote.com or by telephone if your intermediary provides you with this option. You may also mark your voting instructions on the voting instruction form or form of proxy provided to you by your intermediary, sign it, and return it as instructed and within the timelines provided by your intermediary. Your voting instructions must be received by Broadridge by the proxy deadline.

How do I appoint myself (or another person) to vote at the Meeting?

If you wish to access the Meeting and vote during the live webcast (or appoint another person to do so, other than the named proxyholders), you are encouraged to make this appointment online at www.proxyvote.com using the instructions provided on your voting instruction form or form of proxy, if your intermediary provides you with this option. Alternatively, you may do so by inserting your name (or the name of such other person) in the space provided for the proxyholder appointment in your voting instruction form, and return it as instructed by your intermediary. Do not complete the voting section of the voting instruction form or form of proxy, since you or your designate will vote at the Meeting during the live webcast.

Since the Meeting will take place virtually, the process for any Non-Registered Shareholder to appoint themselves or another person (other than the named proxyholders) to access and vote at the Meeting during the live webcast is different than it would be for an in-person meeting. In addition to the steps above, you must follow the additional instructions on your voting instruction form or form of proxy very carefully, including:

1. inserting an "Appointee Name" and designating an 8-character "Appointee Identification Number" online at www.proxyvote.com or in the spaces provided on your form of proxy. You must complete this step regardless of whether you wish to appoint yourself or another person (other than the named proxyholders); and
2. if you have appointed someone other than yourself to access and vote at the Meeting on your behalf, informing your appointed proxyholder of the exact Appointee Name and 8-character Appointee Identification Number prior to the Meeting.

You are encouraged to appoint yourself or such other person (other than the named proxyholders) online at www.proxyvote.com as this will reduce the risk of any mail disruptions in the current environment and will allow you to share the Appointee Information you have designated with any other person you have appointed to represent you at the Meeting more easily. If you do not designate the Appointee Information as required when completing your appointment online or on your voting instruction form or if you do not provide the exact Appointee Identification Number and Appointee Name to any other person (other than the named proxyholders) who has been appointed to access and vote at the Meeting on your behalf, neither you nor that other person, as applicable, will be able to access the Meeting and vote.

What is the deadline for returning my voting instructions?

Your intermediary must receive your voting instructions or your appointment in sufficient time for your intermediary to act on them. You are encouraged to provide your voting instructions or appointment online at www.proxyvote.com in accordance with the instructions on your voting instruction form or form of proxy and you must do so by no later than 48 hours, excluding Saturdays and holidays, preceding the Meeting or an adjournment thereof. If you prefer, you may also complete and return your voting instruction form or form of proxy to Broadridge at: Data Processing Centre, P.O. Box 3700 STN Industrial Park, Markham, ON, L3R 9Z9, in which case Broadridge must receive your completed voting instruction form prior to the proxy deadline.

If I change my mind how do I revoke my prior voting instructions?

You can revoke your prior voting instructions by providing new instructions at a later time online at www.proxyvote.com, by telephone or on a voting instruction form or form of proxy with a later date, in each case in

accordance with the instructions on your voting instruction form or form of proxy, provided that your new instructions are received by your intermediary in sufficient time for your intermediary to act on them. You can revoke your prior appointment by providing new Appointee Information at a later time online at www.proxyvote.com or on a voting instruction form or form of proxy with a later date, in each case in accordance with the instructions on your voting instruction form or form of proxy, provided that your new appointment is received by your intermediary in sufficient time for your intermediary to act on them. In order to be effective, your new voting instructions or appointment must be received by Broadridge no later than 48 hours, excluding Saturdays and holidays, preceding the Meeting or an adjournment thereof. Instructions received after such deadline but before the Meeting may only be effective to revoke any prior instructions or appointment. Otherwise, contact your intermediary if you want to revoke your prior voting instructions or appointment.

If you are eligible to access and vote at the Meeting during the live webcast and you have previously provided voting instructions or appointed another person to vote on your behalf, you may access the Meeting and revoke your prior instructions or appointments by voting at the Meeting. If you do not wish to revoke your prior instructions or appointments, you will still be able to access the Meeting and you will be able ask questions.

Proxies, voting instructions and appointments received after the proxy deadline may only be effective to revoke previously submitted proxies, voting instructions or appointments. The Company reserves the right to accept late proxies, voting instructions and appointments and to waive the proxy deadline with or without notice, but is under no obligation to accept or reject any particular late proxy, voting instructions or appointments.

How will my Shares be voted if I give my proxy?

The named proxyholders designated in the form of proxy will vote or withhold from voting the Shares in respect of which they are appointed proxy on any ballot that may be called for in accordance with the instructions of the Shareholder as indicated on the form of proxy and, if the Shareholder specifies a choice with respect to any matter to be acted upon, the Shares will be voted accordingly. Where no choice is specified in the form of proxy, such Shares will be voted “FOR” the matters described therein and in this Circular.

The form of proxy confers discretionary authority upon the person(s) appointed proxy thereunder to vote with respect to amendments or variations of matters identified in the Notice of Meeting and with respect to other matters that may properly come before the Meeting. In the event that amendments or variations to matters identified in the Notice of Meeting are properly brought before the Meeting or any other business is properly brought before the Meeting, it is the intention of the management representatives designated in the form of proxy to vote in accordance with their best judgment on such matters or business. At the time of the printing of this Circular, management knows of no such amendment, variation or other matter which may be presented to the Meeting.

DELIVERY OF PROXY MATERIALS

Proxy materials are being sent to registered Shareholders directly and will be sent to intermediaries to be forwarded to all Non-Registered Shareholders. The Company intends to pay for delivery of the meeting materials to the “objecting beneficial holders” (“**OBOs**” as defined in *National Instrument 54-101 – Communication with Beneficial Owners*) and, as a result, OBOs should receive the meeting materials from their intermediary.

NOTICE AND ACCESS

The Company is sending meeting materials for the Meeting to registered Shareholders and Non-Registered Shareholders using the “notice and access” provisions of *National Instrument 54-101 – Communication with Beneficial Owners* and *National Instrument 51-102 – Continuous Disclosure Obligations*. Pursuant to such provisions, the Company provides registered Shareholders and Non-Registered Shareholders with a notice on how they may access this Information Circular electronically instead of providing a paper copy.

PRINCIPAL HOLDERS OF VOTING SHARES

As of April 19, 2022, there are 44,588,196 Shares issued and outstanding, each of which entitles the holder to one vote on a ballot. There are no other voting securities of the Company issued and outstanding. On a show of hands, every person present and entitled to vote at the Meeting will be entitled to one vote.

Only registered holders of Shares at the close of business on April 19, 2022, the record date for the Meeting established by the directors, are entitled to vote at the Meeting.

To the knowledge of the Company, no person beneficially owns, or controls or directs, directly or indirectly, Shares carrying more than 10% of the voting rights attached to any class of voting securities, other than:

<u>Name</u>	<u>Number of Shares⁽¹⁾</u>	<u>Percentage of Outstanding Shares</u>
Redpoint Omega L.P. and Redpoint Omega Associates, LLC San Francisco, California	7,506,273 ⁽²⁾	16.8%

(1) The information as to the class and number of voting securities beneficially owned, or controlled or directed, directly or indirectly, not being within the knowledge of the Company has been based solely upon reports filed on the System for Electronic Disclosure by Insiders (SEDI) at www.sedi.ca.

(2) Includes 7,299,850 Shares held by Redpoint Omega L.P. and 206,423 Shares held by Redpoint Omega Associates, LLC.

BUSINESS OF THE MEETING

Purpose of the Meeting

The Company will address four items at the Meeting:

1. receiving the audited consolidated financial statements of the Company for the financial year ended December 31, 2021, together with the report of the auditor thereon;
2. electing the directors of the Company for the ensuing year;
3. appointing the auditor of the Company for the ensuing year and to authorize the directors of the Company to fix the remuneration of such auditor; and
4. considering and, if thought fit, passing an ordinary resolution of disinterested shareholders amending and restating the omnibus long term incentive plan, the full text of which is set forth in this Circular.

The Company will also consider other business that may properly come before the Meeting. As of the date of this Circular, management of the Company is not aware of any changes to these items and does not expect any other items to be brought forward at the Meeting. If there are changes or new items, you or your proxyholder can vote your Shares on these items as you, he or she sees fit.

Receiving the Financial Statements

The audited consolidated financial statements of the Company for the financial year ended December 31, 2021, together with the report of the auditor thereon, will be presented at the Meeting. No formal action will be taken at the Meeting to approve these financial statements. If any Shareholder or proxyholder has questions regarding these financial statements, those questions may be brought forward at the Meeting.

Election of Directors

General

The Company currently has five directors. Pursuant to the articles of the Company, the number of directors to be elected at the Meeting is determined by resolution of the board of directors of the Company (the “**Board**”) or ordinary resolution of the Shareholders, provided that such number may not be less than three. The Board has fixed the number of directors to be elected at the Meeting at five. The term of office of each of the present directors expires at the close of the Meeting. All directors elected at the Meeting will hold office for a term expiring at the close of the next annual general meeting of Shareholders or until their successors are appointed, unless his or her office is vacated earlier in accordance with the articles of the Company or the *Business Corporations Act* (British Columbia).

Nominees to be Elected

The following tables and notes thereto set out certain information as of April 20, 2022 (unless otherwise indicated) with respect to the persons being nominated at the Meeting for election as directors of the Company. Management of the Company does not contemplate that any of the proposed nominees will be unable to serve as a director of the Company.

Unless such authority is withheld, the management representatives named in the form of proxy intend to vote for the election of the director nominees whose names are set forth herein.

<i>Laura Formusa (Chair of the Board)</i>	
<p>Laura Formusa</p> <p>Residence: Ontario, Canada⁽¹⁾</p> <p>Director Since: January 29, 2021</p> <p>Independence Status: Independent</p>	<p>Biography: Laura Formusa is the Chair of the Board and held the same position with the Predecessor Company. Ms. Formusa serves on the boards of Equitable Life Insurance Company of Canada, 407 International Inc., and ENMAX Corporation where she is Chair of the Safety and Human Resources Committee. She has also served on the boards of DHX Media Ltd., the Canadian Electricity Association, ICES, the Banting Research Foundation and York University. Prior to such roles, Ms. Formusa served as President and Chief Executive Officer of Hydro One Inc. from 2007 until her retirement at the end of 2012.</p>
	<p>Principal Occupation for the Last Five Years⁽¹⁾:</p> <p>Corporate Director.</p>
	<p>Company Committee Membership:</p> <p>Audit Committee of the Board (the “Audit Committee”) Compensation Committee of the Board (the “Compensation Committee”) Governance and Nominating Committee of the Board (the “Governance and Nominating Committee”)</p>
	<p>Current Public Company Board Memberships (other than the Company):</p> <p>Ms. Formusa serves on the board of directors of Equitable Life Insurance Company of Canada, 407 International Inc. and ENMAX Corporation.</p>
	<p>Board and Committee Meeting Attendance in 2021:</p> <p>Board: 11/11 Audit Committee: 7/7 Compensation Committee: 5/5 Governance and Nominating Committee: 3/3</p>
	<p>Securities held or controlled as of the date of this Circular⁽²⁾:</p> <p>0 Shares 134,502 Options to purchase Shares (“Options”)</p>

<i>Dr. Francis J. Harvey</i>	
<p>Dr. Francis J. Harvey</p> <p>Residence: California, U.S.A.⁽¹⁾</p> <p>Director Since: January 29, 2021</p>	<p>Biography: Dr. Francis J. Harvey is a director of the Company and held the same position with the Predecessor Company. Dr. Harvey is currently self-employed providing consulting and executive advisory services to corporations. Prior to being self-employed, Dr. Harvey served as the 19th Secretary of the United States Army from November 2004 to March 2007. As the Secretary, Dr. Harvey was responsible for the Department of the Army’s annual budget and supplemental of over US\$200 billion. Dr. Harvey led a workforce of over one million active duty, Army National Guard, Army Reserve Soldiers and Department of the Army civilian employees. Dr. Harvey had a 30-year career with the Westinghouse Electric Corporation starting as a Senior Engineer at the R&D Center and ending as the Chief Operation Officer of the Industry and Technology Company. Dr. Harvey has extensive experience serving on corporate boards and currently is on the boards of four other companies in the material and information technology sectors.</p>

<i>Dr. Francis J. Harvey</i>	
Independence Status: Independent	Principal Occupation for the Last Five Years⁽¹⁾: Dr. Harvey is self-employed, providing consulting and executive advisory services to corporations.
	Company Committee Membership: Compensation Committee
	Current Public Company Board Memberships (other than the Company): Not applicable.
	Board and Committee Meeting Attendance in 2021: Board: 9/11 Compensation Committee: 5/5
	Securities held or controlled as of the date of this Circular⁽²⁾: 153,169 Shares 134,502 Options

<i>Tom Liston</i>	
Tom Liston Residence: Ontario, Canada ⁽¹⁾ Director Since: February 26, 2018 Independence Status: Independent	Biography: Tom Liston is a director of the Company. Mr. Liston is a technology investor and analyst, a CFA charterholder and founder of Water Street Corp. He currently serves on several corporate boards for public and private technology companies as well as VP Corporate Development for CubicFarm Systems. Prior to his current role, Mr. Liston was the Chief Investment Officer of a leading technology-focused venture capital firm, which provided growth capital to late-stage private companies with a focus on technology, media and healthcare. Mr. Liston is also a Chartered Financial Analyst.
	Principal Occupation for the Last Five Years⁽¹⁾: Mr. Liston is currently the Vice President, Corporate Development for CubicFarm Systems, a publicly-listed company. Mr. Liston also served as the Managing Partner of Difference Capital Financial Inc., a publicly-listed, Toronto-based specialty finance company until September 2019.
	Company Committee Membership: Audit Committee Governance and Nominating Committee
	Current Public Company Board Memberships (other than the Company): Mr. Liston serves on the board of directors of WELL Health Technologies Corp.
	Board and Committee Meeting Attendance in 2021: Board: 11/11 Audit Committee: 7/7 Governance and Nominating Committee: 3/3
	Securities held or controlled as of the date of this Circular⁽²⁾:

<i>Tom Liston</i>	
	100,545 Shares 60,641 Options

<i>Peter Londa</i>	
<p>Peter Londa</p> <p>Residence: Connecticut, U.S.A.⁽¹⁾</p> <p>Director Since: January 29, 2021</p> <p>Independence Status: Not independent</p>	<p>Biography: Peter Londa is the President and Chief Executive of the Company and also serves as a member of the Board. He held the same positions with the Predecessor Company. In his role, Mr. Londa is responsible for overseeing corporate development and strategy, product development and all other key areas of the Company across all of its divisions. Mr. Londa has over 20 years of experience in leadership roles, including in the smart grid and electric utility industry. Prior to joining the Predecessor Company, Mr. Londa served as the Independent Chair of the board of directors for World Energy Solutions, Inc., a publicly traded company on NASDAQ that operates online exchanges for energy and green commodities. Prior to his role at World Energy Solutions, Inc., Mr. Londa served as the Chief Executive Officer of BPL Global, Ltd., a leading smart grid company delivering technology solutions to the electric utility industry with operations in the United States, Europe, Middle East, India, and China. Mr. Londa is a graduate of Emory University and holds a JD, MBA in Finance and Corporate Law, and a Bachelor of Arts in Economics.</p>
	<p>Principal Occupation for the Last Five Years⁽¹⁾: Mr. Londa is currently the President and Chief Executive Officer of the Company and was the President and Chief Executive Officer of the Predecessor Company.</p>
	<p>Company Committee Membership:</p> <p>Not applicable.</p>
	<p>Current Public Company Board Memberships (other than the Company):</p> <p>Not applicable.</p>
	<p>Board and Committee Meeting Attendance in 2021:</p> <p>Board: 11/11</p>
	<p>Securities held or controlled as of the date of this Circular⁽²⁾:</p> <p>1,285,266 Shares 1,391,637 Options</p>

<i>John McEwen</i>	
John McEwen	Biography: John McEwen is a director of the Company and held the same position with the Predecessor Company. Mr. McEwen was the Chief Executive Officer of Discovery Capital Management Corporation, a technology venture capital firm. Mr. McEwen has worked with nearly 200 technology companies, and serves on several investee company boards of directors. His experience includes leading major corporate finance initiatives for companies such as Sierra Wireless Inc. and Circon Systems Corp.
Residence: British Columbia, Canada ⁽¹⁾	
Director Since: January 29, 2021	Principal Occupation for the Last Five Years⁽¹⁾: Mr. McEwen was the Chief Executive Officer of Discovery Capital Management Corporation, a technology venture capital firm.
Independence Status: Independent	Company Committee Membership: Audit Committee Compensation Committee Governance and Nominating Committee
	Current Public Company Board Memberships (other than the Company): Not applicable.
	Board and Committee Meeting Attendance in 2021: Board: 11/11 Audit Committee: 7/7 Compensation Committee: 5/5 Governance and Nominating Committee: 3/3
	Securities held or controlled as of the date of this Circular⁽²⁾: 0 Shares 48,452 Options

- (1) The information as to province or state, and country of residence and principal occupation, not being within the knowledge of the Company, has been furnished by the respective directors individually.
- (2) The information as to the number of Shares beneficially owned, or controlled or directed, directly or indirectly, not being within the knowledge of the Company, has been based solely upon reports filed on the System for Electronic Disclosure by Insiders (SEDI) at www.sedi.ca.

Majority Voting Policy

The Board has adopted a policy (the “**Majority Voting Policy**”) providing for majority voting in director elections at any meeting where an “uncontested election” of directors is held. An “uncontested election” means an election of directors of the Company where the number of nominees for election as directors is equal to the number of directors to be elected.

Pursuant to the Majority Voting Policy, the forms of proxy circulated in connection with a meeting of Shareholders at which an uncontested election is conducted will provide Shareholders with the ability to vote in favour of, or to withhold from voting for, each director nominee. If the number of proxy votes withheld for a particular director nominee is greater than the votes in favour of that nominee, the director nominee is required to immediately tender his or her resignation to the Chair of the Board following the applicable meeting of Shareholders.

Following receipt of a resignation submitted pursuant to the Majority Voting Policy, the Governance and Nominating Committee will consider whether or not to accept the offer of resignation and will recommend to the Board whether or not to accept it. The Governance and Nominating Committee will be expected to recommend that the Board accept the resignation unless the committee determines there are exceptional circumstances that will warrant the continued service of the resigning director.

Within 90 days following the applicable meeting of Shareholders, the Board is required to make its decision on the Governance and Nominating Committee’s recommendation. The Board is expected to accept the resignation of the resigning director unless the Board determines there are exceptional circumstances that warrant the continued service of the resigning director. Following the Board’s decision on the resignation, the Board is required to promptly issue a news release disclosing its decision, including the reasons for rejecting the resignation offer, if applicable. A copy of such news release must concurrently be provided to the Toronto Stock Exchange (“**TSX**”). If a resignation is accepted, the Board may, in accordance with the Company’s articles and the *Business Corporations Act* (British Columbia), appoint a new director to fill the vacancy created by the resignation, reduce the size of the Board, leave any vacancy open until the next annual general and special meeting of Shareholders, call a special meeting of Shareholders at which there will be presented a nominee to fill the vacancy, or any combination of the foregoing.

A resigning director who tenders his or her resignation pursuant to the Majority Voting Policy is not permitted to participate in any deliberations or vote of the Governance and Nominating Committee or the Board at which his or her resignation is to be considered.

In the event that any resigning director, who received a greater number of proxy votes withheld than votes in favour of such resigning director’s election, does not tender his or her resignation in accordance with the Majority Voting Policy, he or she will not be nominated by the Board directors.

Orders, Bankruptcies and Penalties

To the knowledge of the Company, no proposed director is, at the date hereof, or has been, within ten years before the date hereof, a director, chief executive officer or chief financial officer of any company that: (i) was subject to a cease trade order or similar order, or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days, that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or (ii) was subject to a cease trade or similar order, or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days, that was issued after the proposed director ceased to be a director, 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.

To the knowledge of the Company, no proposed director, or holding company of such proposed director: (i) is, as at the date hereof, or has been within ten years before the date hereof, a director or executive officer of any company that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or (ii) has, within the ten years before the date hereof, 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 assets of the proposed director.

To the knowledge of the Company, no proposed director, or holding company of such proposed director, has been subject to: (i) any penalties 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 (ii) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

Advance Notice Requirements for Nominations

The Company's articles require that advance notice be provided to the Company in circumstances where nominations of persons for election to the Board are made by Shareholders, other than: (i) by or at the direction of the Board or an authorized officer of the Company, including pursuant to a notice of meeting; or (ii) by or at the direction or request of one or more Shareholders pursuant to a valid proposal made in accordance with the provisions of the *Business Corporations Act* (British Columbia) or a valid requisition of Shareholders in accordance with the provisions of that Act. The Company's articles fix a deadline by which Shareholders must submit nominations to the Company prior to any annual or special meeting of Shareholders and sets forth the minimum information that a Shareholder must include in the notice to the Company for the notice to be in proper written form. A copy of the Company's articles has been filed under the Company's profile at www.sedar.com.

Appointment of Auditors

At the Meeting, the Shareholders will be called upon to reappoint KPMG LLP as auditors of the Company, to hold office until the next annual general and special meeting of the Company, at a remuneration to be fixed by the directors. KPMG LLP has acted as the auditors of the Company since the closing of the Qualifying Transaction on January 29, 2021.

The Board recommends that the Shareholders vote for the appointment of KPMG LLP as auditors of the Company, at a remuneration to be fixed by the Board.

Unless such authority is withheld, the management representatives named in the form of proxy intend to vote for the appointment of KPMG LLP as auditors of the Company, to hold office until the next annual general meeting of the Company, at a remuneration to be fixed by the directors.

Approval of Amending and Restating the Omnibus Long Term Incentive Plan

On January 29, 2021, the Company adopted its current Omnibus Long Term Incentive Plan (the "LTIP") in connection with the completion of the Qualifying Transaction to replace the previous stock option plan of the Company.

At the Meeting, the disinterested Shareholders will be called upon to consider, and if thought fit, to pass an ordinary resolution amending and restating the LTIP.

A copy of the amended and restated LTIP is set out in Appendix "D" of this Circular. Amendments to the LTIP include:

- Converting from a fixed reserve plan of 7,771,810 common shares to an evergreen plan of 20% of the Company's common shares issued and outstanding from time to time;
- Amending the limit on the number of common shares outstanding that are issuable to Insiders (increasing from 10% to 15% of common shares outstanding), participants (increasing to 10% of common shares outstanding), and non-employee directors (removing) under all of the Company's security-based compensation arrangements;
- Removing references to the TSX Venture Exchange that are no longer applicable;

- Permitting the Plan Administrator to designate options as qualifying or non-qualifying options under Canadian income tax law;
- Permitting, subject to Board approval, non-employee directors to elect to receive all or a portion of any annual retainer fee payable to them as deferred share units; and
- Various other revisions of a housekeeping nature.

A summary of the material provisions of the LTIP is set out below.

Adoption of the amended and restated LTIP by the Company is subject to approval by the Shareholders. Under TSX rules, plans that are “evergreen plans”, which contain provisions which provide for the replenishment of the number of securities reserved when awards are exercised or settled, must be approved by shareholders upon adoption and every three years thereafter. Consequently, Shareholders will be asked to approve the amended and restated LTIP, and, if approval is obtained at the Meeting, the Company will be required to seek approval of unallocated awards under the LTIP by the Company’s 2025 annual Shareholders’ meeting, provided such meeting occurs on or before June 10, 2025. Because the aggregate number of securities issuable under the Plan to Insiders (as defined under TSX rules), is 15%, such persons are ineligible to vote in respect of approving the Plan and will be excluded from this vote.

As of the date hereof, there are currently 7,020,143 awards outstanding under the existing LTIP and the prior stock option plan, representing 15.74% of the Company’s issued and outstanding securities as of the date hereof. As of the date hereof, 602,196 common shares remain available for grant as awards under the LTIP, representing 1.35% of the Company’s issued and outstanding securities as of the date hereof.

From the date of the Qualifying Transaction to December 31, 2021, 1,185,593 awards were granted under the LTIP, representing a burn rate of 2.94%. The burn rate represents the total number of awards granted during that period, divided by the weighted average number of common shares outstanding during such period.

For the foregoing reasons, the Board has determined that amending and restating LTIP is in the best interests of the Company and unanimously recommends that eligible Shareholders vote "FOR" the ordinary resolution approving it. To pass, the LTIP Resolution must be approved by a majority of votes cast by disinterested Shareholders present or represented by proxy at the Meeting. For this purpose, 2,151,475 common shares that are beneficially owned by Insiders will be excluded from voting on the LTIP Resolution. The text of the LTIP Resolution is set forth below:

“BE IT RESOLVED, as an ordinary resolution of the disinterested shareholders of Tantalus Systems Holding Inc. (the “Company”), that:

- 1) the Tantalus Systems Holding Inc. Amended and Restated Omnibus Long Term Incentive Plan (the “LTIP”), the material terms and conditions of which are described in the management information circular of the Company dated April 20, 2022, is hereby ratified, confirmed and approved substantially in the form appended thereto as Appendix “D”;
- 2) all unallocated awards under the LTIP as of the date of this resolution are authorized and approved;
- 3) all unallocated awards under the LTIP are authorized and approved until June 10, 2025 or such earlier date as may be required by the policies of the Toronto Stock Exchange; and
- 4) any one director or officer of the Company is hereby authorized and directed, acting for, in the same and on behalf of the Company, to execute or cause to be executed, under the corporate seal of the Company or otherwise, and to deliver or cause to be delivered, all such documents, agreements and instruments, and to do or cause to be done all such other acts and things as such director or officer of the Company determines to be necessary or desirable in order to carry out the intent of this resolution and the matters authorized hereby, such determination to be

conclusively evidenced by the execution and delivery of any such document, agreement or instrument or the doing of any such act or thing.”

Summary of the Amended and Restated LTIP

Purpose

The purpose of the LTIP is to provide the Company with a mechanism to attract, retain and motivate qualified employees, consultants and directors (“**Participants**”) of the Company and its designated affiliates, whose present and potential contributions are important to the success of the Company and its designated affiliates, by offering them an opportunity to participate in the Company’s future performance through share-based awards.

Type of Awards

The LTIP provides for the grant of options (“**Options**”), share appreciation rights (“**SARs**”), restricted share units (“**RSUs**”), performance share units (“**PSUs**”), deferred share units (“**DSUs**”) and other share-based awards (“**Other Share-Based Awards**” and together with the Options, SARs, RSUs, PSUs and DSUs, the “**Awards**”). All Awards will be granted by an agreement evidencing the terms of the Award granted under the LTIP (an “**Award Agreement**”).

Plan Administration

The LTIP will be administered by the Board of Directors, which may delegate its authority to the Compensation Committee (the “**Plan Administrator**”). The Plan Administrator has sole and complete authority, in its discretion, to:

- determine the Participants to whom grants of Awards under the LTIP may be made and it may not necessarily take into account whether previous grants were made when considering new grants;
- make grants of Awards under the LTIP, whether relating to the issuance of common shares or otherwise (including any combination of Awards), in such amounts, to such Participants and, subject to the provisions of the LTIP, on such terms and conditions as it determines, including, without limitation:
 - the time or times at which Awards may be granted;
 - the conditions under which: (A) Awards may be granted to Participants; or (B) Awards may be forfeited to the Company, including any conditions relating to the attainment of specified performance goals;
 - the number of common shares to be covered by any Award;
 - the price, if any, to be paid by a Participant in connection with the purchase of common shares covered by any Award;
 - whether restrictions or limitations are to be imposed on the common shares issuable pursuant to grants of any Award, and the nature of such restrictions or limitations, if any; and
 - any acceleration of exercisability or vesting, or waiver of termination regarding any Award, based on such factors as the Plan Administrator may determine;
 - determine whether each Option is to be an incentive stock option within the meaning of Section 422 of the Internal Revenue Code (“**ISO**”) or a non-qualified stock option;
 - determine whether each option is intended to be a qualifying option or a non-qualifying option for purposes of the Income Tax Act (Canada);
 - establish the form or forms of Award Agreements;
 - cancel, amend, adjust or otherwise change any Award under such circumstances as the Plan Administrator may consider appropriate in accordance with the provisions of the LTIP;
 - construe and interpret the LTIP and all Award Agreements;
 - adopt, amend, prescribe and rescind administrative guidelines and other rules and regulations relating to the LTIP, including rules and regulations relating to sub-plans established for the purpose of satisfying applicable foreign laws or for qualifying for favourable tax treatment under applicable foreign laws; and

- make all other determinations and take all other actions necessary or advisable for the implementation and administration of the LTIP.

Common Shares Available for Awards

Subject to adjustments as provided for under the LTIP, the maximum number of common shares available for issuance pursuant to Awards granted under the LTIP, together with any other security-based compensation arrangements maintained by the Company, will not exceed twenty percent (20%) of the Company's total issued and outstanding common shares from time to time. The number of common shares reserved and available for issuance for ISOs cannot exceed 8,917,839 common shares.

The LTIP is considered to be an "evergreen" plan, since the common shares covered by Awards which have been exercised, settled or terminated will be available for subsequent grants under the LTIP and the total number of Awards available to grant increases as the number of issued and outstanding common shares increases.

Any common shares issued by the Company through the assumption or substitution of outstanding stock options or other equity-based awards from an entity acquired by the Company shall not reduce the number of common shares available for issuance pursuant to the exercise or settlement of Awards granted under the LTIP. Any common shares issued by the Company pursuant to an inducement award in accordance with Section 613(c) of the TSX Company Manual shall not reduce the number of common shares available for issuance under the LTIP.

Insider Participation Limit and Other Participation Limits

The aggregate number of common shares: (a) issuable to "Insiders" (as defined in the LTIP) at any time under all of the Company's security-based compensation arrangements may not exceed 15% of the Company's total issued and outstanding common shares; and (b) issued to Insiders within any one-year period, under all of the Company's security-based compensation arrangements may not exceed 15% of the Company's total issued and outstanding common shares.

The aggregate number of common shares issuable to any one Participant under all of the Company's security-based compensation arrangements shall not exceed ten percent (10%) of the issued and outstanding common shares.

Blackout Period

The exercise or settlement period of Awards shall automatically be extended if the date on which such Award is scheduled to expire falls during a blackout period imposed by the Company, or within five business days following the expiry of such blackout period. In such cases, unless the delayed expiration would result in tax penalties, the Award will expire 10 business days after the last day of the blackout period.

Description of Awards

Subject to the provisions of the LTIP and such other terms and conditions as the Plan Administrator may prescribe, including with respect to performance and vesting conditions, the Plan Administrator may, from time to time, grant the following types of Awards to any Participant.

Options

An Option entitles a holder thereof to purchase a common share at an exercise price set at the time of the grant, which exercise price must in all cases be not less than the Market Price on the date of grant. "Market Price" is defined as the closing price of the common shares on the TSX on the trading day immediately preceding the applicable date. Subject to any accelerated termination as set forth in the LTIP, each Option expires on its respective expiry date, which shall be no later than the 10th anniversary of the grant date. Each Option will vest and be exercisable in the manner set out in the applicable Award Agreement, subject to the Participant's Termination Date (as defined in the LTIP) not occurring prior to the date on which the Option vests, or as otherwise approved by the Plan Administrator. If the applicable Award Agreement does not specify the manner in which an Option will vest and be exercisable, the Option will vest and be exercisable in accordance with the following schedule: (i) twenty-five percent (25%) of the common shares underlying the Option will vest and become exercisable on the first anniversary of the Date of Grant;

and (ii) the remaining seventy-five percent (75%) of the common shares underlying the Option will vest and become exercisable in 36 equal monthly instalments commencing one full calendar month after the first anniversary of the date of grant and monthly thereafter until the fourth anniversary of the date of grant, subject to the Participant's Termination Date not occurring prior to the date on which the Option vests. The Plan Administrator may provide at the time of granting an Option that the exercise of that Option is subject to restrictions, in addition to those specified in the LTIP, such as vesting conditions relating to the attainment of specified performance goals.

The Plan Administrator has the right to accelerate the date upon which any Option becomes exercisable. The Plan Administrator may provide at the time of granting an Option that the exercise of that Option is subject to restrictions, in addition to those specified in the LTIP, such as vesting conditions relating to the attainment of specified performance goals.

Under the LTIP, the Plan Administrator may grant to certain Participants who are employees of the Company or one of its subsidiaries ISOs, which qualify for special tax treatment in the United States.

The Company may make arrangements through a broker approved by the Company whereby payment of the exercise price is accomplished through the proceeds of the sale of common shares exercisable upon exercise of the Option, or other cashless exercise.

In lieu of exercising a vested Option (other than an ISO), the Participant may elect to surrender to the Company all or part of the Option for cancellation for an amount equal to the Market Price of the common shares on the date of surrender less the exercise price (the "**in-the-money amount**") and request that the in-the-money amount be satisfied in cash, in common shares with an aggregate Market Price equal to the "in-the-money amount", or a combination of the two. Notwithstanding any election by the Participant to receive cash, the Company may choose to issue common shares in satisfaction of the in-the-money amount.

Share Appreciation Rights

The Plan Administrator is authorized to grant SARs in conjunction with the granting of Options, or on a stand-alone basis, to any Participant under the LTIP. Upon the exercise of a SAR, a Participant will be entitled to receive from the Company, common shares (rounded down to the nearest whole number) with an aggregate Market Price on the date of exercise equal to the product of: (a) the number of SARs or portion thereof exercised; and (b) the amount by which the Market Price of a common share on the date of exercise exceeds the SAR price, which will be no less than the Market Price on the grant date.

The vesting and exercise terms of the SAR will be set out in the Participant's Award Agreement, subject to the Participant's Termination Date not occurring prior to such date, or as otherwise approved by the Plan Administrator. Subject to any accelerated termination as set forth in the LTIP, each SAR expires on its respective expiry date, which shall be no later than the 10th anniversary of the grant date. The Plan Administrator may provide at the time of granting a SAR that the exercise of that SAR is subject to restrictions, in addition to those specified in the LTIP, such as vesting conditions relating to the attainment of specified performance goals.

Restricted Share Units

An RSU is a unit equivalent in value to a common share that does not vest until after a specified period of time, or satisfaction of other vesting conditions as determined by the Plan Administrator. Unless otherwise specified in an Award Agreement, all RSUs will vest on the 3rd anniversary of the date of grant, subject to the Participant's Termination Date not occurring prior to the date on which RSUs vest, or as otherwise approved by the Plan Administrator.

Subject to the terms of the LTIP and except as otherwise provided in an Award Agreement, on the settlement date for any RSU, the Company will issue one fully paid and non-assessable common share for each vested RSU.

Performance Share Units

A PSU is a unit equivalent in value to a common share that does not vest unless certain performance criteria are met within a specified performance period, as determined by the Plan Administrator. The Plan Administrator will

establish performance criteria prior to the grant date. The performance criteria may be applied to the Company as a whole, any affiliate of the Company or any business unit of the Company or any affiliate of the Company, either individually, alternatively or in any combination, and measured in either total, increments or cumulatively over the specified performance period on an absolute basis or relative to a pre-established target, to previous years' results or to a designated comparison group. Subject to the Participant's Termination Date not occurring prior to the date on which PSUs vest, or as otherwise approved by the Plan Administrator, the Plan Administrator will determine the level of achievement and apply a performance multiplier between 0% and 200% based on the level of achievement of the applicable performance goals in order to determine the number of PSUs that will vest on a given vesting date.

Subject to the terms of the LTIP and except as otherwise provided in an Award Agreement, on the settlement date for any PSU, the Company will issue one fully paid and non-assessable common share for each vested PSU.

Deferred Share Units

A DSU is a unit equivalent in value to a common share that does not settle until a future date, generally upon termination of service with the Company. The number of DSUs (including fractional DSUs) granted at any particular time will be calculated by dividing (a) the amount of any compensation that is to be paid in DSUs by (b) the Market Price of a common share on the grant date.

The Plan Administrator may permit directors to elect to receive all or a portion of their annual retainer fees in the form of DSUs by delivering a duly completed election on the prescribed form no later than the last day of the Company's fiscal year with respect to annual retainer fees for the following fiscal year (provided that any new director may make an election within 30 days of becoming a director). Elections for a fiscal year are irrevocable and will remain in effect for subsequent fiscal years unless the director otherwise provides a new election. The number of DSUs to be credited to the director's account will be calculated by dividing the dollar amount on the date of grant to be received by the director in DSUs by the Market Price of a common share on such date. DSUs granted pursuant to this election will be immediately vested on the date of grant.

The Plan Administrator may apply vesting criteria to DSUs, except for DSUs elected to be received in lieu of annual retainer fees. Subject to the terms of the LTIP and except as otherwise provided in an Award Agreement, on the settlement date for any DSU, the Company will issue one fully paid and non-assessable common share for each vested DSU.

Dividend Equivalents

Unless otherwise determined by the Plan Administrator and set forth in the particular Award Agreement, RSUs, PSUs and DSUs will be credited with dividend equivalents in the form of additional RSUs, PSUs or DSUs (as applicable) as of each dividend payment date in respect of which normal cash dividends are paid on common shares. Dividend equivalents will vest in proportion to the Awards to which they relate and will be settled in the same manner as the Awards to which they relate.

Other Share-Based Awards

Each Other Share-Based Award shall consist of a right (a) which is other than an Award or right described above, and (b) which is denominated or payable in, valued in whole or in part by reference to, or otherwise based on or related to, common shares (including, without limitation, securities convertible into common shares) as are deemed by the Plan Administrator to be consistent with the purposes of the LTIP; provided, however, that such right will comply with applicable law (including applicable securities laws and be subject to TSX approval (which may include the TSX requiring shareholder approval)). Subject to the terms of the LTIP and any applicable Award Agreement, the Plan Administrator will determine the terms and conditions of Other Share-Based Awards.

Adjustments

In the event of any subdivision or consolidation of common shares or any similar capital reorganization, payment of a stock dividend (other than a stock dividend that is in lieu of an ordinary course cash dividend), payment of an extraordinary dividend or any merger, arrangement or amalgamation or other transaction or reorganization involving the Company and occurring by exchange of common shares, by sale or lease of assets or otherwise, that

does not constitute a change in control, the Plan Administrator will, subject to the required approval of any stock exchange, determine and authorize the appropriate amendments or replacements of any existing awards and/or the terms of any Award to be made in such circumstances in order to maintain proportionately the rights, value and obligations of the participants in respect of awards under the LTIP, including, without limitation, permitting the immediate vesting of any unvested Awards.

Effect of Termination of Employment or Engagement on Awards

The following table describes the impact of a Participant's death or disability, termination without cause or due to resignation, retirement, termination for cause, and termination of directorships, subject, in each case, to the terms of a Participant's employment agreement, Award Agreement or other written agreement.

Termination Event	Treatment
Death or Disability	All Awards immediately vest. Any performance criteria assigned to an Award are deemed to have been met and the performance multiplier is deemed to be 100%. All Awards (other than Options and SARs) will settle in accordance with their terms. Options and SARs will be exercisable by the Participant or their estate, as applicable, until the earlier of (i) the expiry date and (ii) 12 months after the date of death or Termination Date, as applicable, after which they are forfeited and cancelled.
Termination of Employment or Services as a Consultant Other than for Cause or due to Resignation	Vested Awards (other than Options and SARs) will settle in accordance with their terms. Vested Options and SARs will be exercisable by the Participant until the earlier of (i) the expiry date and (ii) 90 days after the Termination Date, after which they are forfeited and cancelled. Unvested awards are immediately forfeited and cancelled.
Termination of Employment due to Retirement	Vested Awards (other than Options and SARs) will settle in accordance with their terms. Vested Options and SARs will be exercisable by the Participant until the expiry date. Unvested Awards continue to vest until the end of the year in which the employee retires. Unexercised and/or unsettled Awards are forfeited and cancelled if the Participant commences employment with a direct competitor or breaches any applicable restrictive covenants or fiduciary duties to the Company.
Termination of Employment or Services as a Consultant for Cause	All Awards will be forfeited and cancelled.
Termination of a Directorship for Breach of Fiduciary Duty	All Awards (except DSUs received in lieu of annual retainer fees) will be forfeited and cancelled.
Termination of a Directorship Other than for Death, Disability, or Breach of Fiduciary Duty	Awards (except DSUs received in lieu of annual retainer fees) may be exercised at the discretion of the Plan Administrator.

Notwithstanding the foregoing, the Plan Administrator may, in its discretion, permit the acceleration of vesting of any or all Awards or waive termination of any or all Awards.

Change in Control

Except as may be set forth in an employment agreement, Award Agreement or other written agreement between the Company or a subsidiary of the Company and the Participant which has been approved by the Chief Executive Officer (or where the Participant is the Chief Executive Officer, approved by the Plan Administrator) or as set out in the LTIP, the Plan Administrator may, without the consent of any Participant, take such steps as it deems necessary or desirable, including to cause:

- 1) the conversion or exchange of any outstanding Awards into or for, rights or other securities of substantially equivalent value, as determined by the Plan Administrator in its discretion, in any entity participating in or resulting from a "Change in Control" (as defined in the LTIP);
- 2) outstanding Awards to vest and become exercisable, realizable, or payable, or restrictions applicable to an Award to lapse, in whole or in part prior to or upon consummation of such Change in Control, and, to the extent the Plan Administrator determines, terminate upon or immediately prior to the effectiveness of such Change in Control;
- 3) the termination of an Award in exchange for an amount of cash and/or property, if any, equal to the amount that would have been attained upon the exercise or settlement of such Award or realization of the Participant's rights as of the date of the occurrence of the transaction net of any exercise price payable by the Participant (and, for the avoidance of doubt, if as of the date of the occurrence of the transaction, the Plan Administrator determines, in good faith, that no amount would have been attained upon the exercise or settlement of such Award or realization of the Participant's rights net of any exercise price payable by the Participant, then such Award may be terminated by the Company without payment);
- 4) the replacement of such Award with other rights or property selected by the Plan Administrator in its sole discretion; or
- 5) any combination of the foregoing.

In taking any of the foregoing actions, the Plan Administrator will not be required to treat all Awards similarly in the transaction.

Non-Transferability of Awards

Except as required by law, the rights of a Participant under the LTIP are not capable of being assigned, transferred, alienated, sold, encumbered, pledged, mortgaged or charged to anyone other than the Participant's permitted assigns (as defined in applicable securities laws) unless otherwise approved by the Plan Administrator.

Amendment, Suspension, or Termination of the LTIP

The Plan Administrator may from time to time, without notice and without approval of the shareholders, amend, modify, change, suspend or terminate the LTIP or any Awards granted pursuant thereto as it in its discretion, determines appropriate, provided, however, that: (a) no such amendment, modification, change, suspension or termination may materially impair any rights of a Participant or materially increase any obligations of a Participant under the LTIP without the consent of the Participant, unless the Plan Administrator determines such adjustment is required or desirable in order to comply with any applicable requirements; and (b) any amendment that would cause an Award held by a U.S. taxpayer to be subject to the additional tax penalty under the U.S. Internal Revenue Code will be null and void with respect to the U.S. taxpayer unless their consent is obtained.

Without limiting the generality of the foregoing, but subject to the below, the Plan Administrator may, without shareholder approval, at any time or from time to time, amend the LTIP or any Award for the purposes of:

- making any amendments to the general vesting provisions of each Award;
- making any amendment regarding the effect of termination of a participant's employment or engagement;
- making any amendments to add covenants of the Company for the protection of Participants, provided that the Plan Administrator must be of the good faith opinion that such additions will not be materially adverse to the rights or interests of the Participants;
- making any amendments not inconsistent with the LTIP as may be necessary or desirable with respect to matters or questions which, in the good faith opinion of the Plan Administrator, having in mind the best interests of the Participants, it may be expedient to make, including amendments that are desirable as a result of changes in law in any jurisdiction where a Participant resides, provided that the Plan Administrator must be of the opinion that such amendments and modifications will not be materially prejudicial to the interests of the Participants and non-employee directors; or

- any such changes or corrections which, on the advice of counsel to the Company, are required for the purpose of curing or correcting any ambiguity or defect or inconsistent provision or clerical omission or mistake or manifest error.

Notwithstanding the foregoing and subject to any rules of the TSX, shareholder approval will be required for any amendment, modification or change that:

- increases the percentage of common shares reserved for issuance under the LTIP, except pursuant to the provisions in the LTIP which permit the Plan Administrator to make equitable adjustments in the event of transactions affecting the Company or its capital;
- increases or removes the limit on common shares issuable or issued to Insiders;
- reduces the exercise price of an Award (for this purpose, a cancellation or termination of an Award of a Participant prior to its expiry date for the purpose of reissuing an Award to the same Participant with a lower exercise price shall be treated as an amendment to reduce the exercise price of an Award) except pursuant to the provisions in the LTIP which permit the Plan Administrator to make equitable adjustments in the event of transactions affecting the Company or its capital;
- extends the term of an Award beyond the original expiry date (except where an expiry date would have fallen within a blackout period applicable to the Participant or within five business days following the expiry of such blackout period);
- permits Awards to be transferred to a person other than a permitted assign or for normal estate settlement purposes; or
- removes or reduces the range of amendments which require shareholder approval.

Particulars of Other Matters to be Acted Upon

Management knows of no matters to come before the Meeting other than those referred to in the Notice of Meeting accompanying this Circular. However, if any other matters properly come before the Meeting, it is the intention of management representatives named in the form of proxy accompanying this Circular to vote the same in accordance with their best judgment of such matters.

EXECUTIVE COMPENSATION

Compensation Discussion and Analysis

On January 29, 2021, the Company completed the Qualifying Transaction. Prior to the Qualifying Transaction, the Company was a Capital Pool Company and, pursuant to the policies of the TSXV, no payment of any kind was permitted to be provided to the Company's directors or officers. Directors and officers of the Company were eligible to receive grants under the Company's stock option plan and any such grants were made based solely on Board discussion without any formal criteria. The below compensation discussion and analysis are applicable for the period from the completion of the Qualifying Transaction to December 31, 2021.

Compensation Objectives

The objectives of the Company's compensation program are to provide a competitive base compensation as well as current and long-term rewards to the Named Executive Officers (as defined below) that are consistent with their individual performance and contribution to the Company's objectives.

What the Company's Compensation Program is Designed to Reward

The Company's executive compensation practices are designed to attract and retain talented personnel capable of achieving the Company's objectives. The Company also utilizes compensation programs to motivate and reward the Company's Named Executive Officers for the achievement of the Company's goals. The Company makes use of complementary annual and long-term incentive programs intended to provide fair, competitive and motivational rewards in the short-term while ensuring that Named Executive Officer's long-term objectives remain aligned with those of the shareholders.

Elements of the Company's Compensation Program

The Company's compensation for the Named Executive Officers is comprised of four components: (1) base salary; (2) annual incentive awards; (3) long-term incentives in the form of awards granted under the LTIP (as defined above); and (4) termination and change of control benefits.

Base Salary

Named Executive Officers receive a base salary that provides that provides basic compensation. In setting base salary, consideration is given to individual responsibility, knowledge and experience and market competitiveness. During the applicable period, there were no adjustments to the salaries of any Named Executive Officers.

Annual Incentive Awards

Named Executive Officers are eligible to receive an annual incentive award in the form of a cash bonus. The Company utilizes annual incentive awards to motivate and reward the Company's Named Executive Officers for the achievement of specific goals identified by the Company. The Compensation Committee evaluates the performance of each Named Executive Officer at the end of the financial year based upon performance indicators established at the beginning of the financial year. The Company utilizes three categories of performance indicators: (i) financial performance indicators of the Company; (ii) non-financial performance indicators of the Company; and, (iii) personal performance indicators of the Named Executive Officer.

For the financial year ended December 31, 2021, the target annual incentive awards were set at 50% of base salary for the Chief Executive Officer and between 20% and 50% of base salary for the other Named Executive Officers. For the Named Executive Officers, 85% of the annual incentive award was based upon meeting financial performance indicators and 15% was based upon meeting business performance and personal performance indicators. The financial performance indicators were related to the achievement of certain revenue and EBITDA (earnings before interest, taxes, depreciation and amortization) thresholds by the Company. The calculation of revenue and EBITDA for the purposes of determining whether the applicable thresholds were achieved is identical to the calculation of such amounts in the Company's audited financial statements for the applicable year. The business performance indicators are determined by senior management, and approved by the Compensation Committee, on an annual basis and are comprised of a number of specific operational and strategic objectives for the applicable year. The personal performance indicators are evaluated in connection with the Company's performance management process as determined by applicable supervisory personnel as reviewed with the Compensation Committee.

The Compensation Committee can exercise discretion to amend annual incentive awards absent attainment of the performance goals, or to reduce or increase the size of any amount or payout. Such discretion was applied to certain of the Named Executive Officers in respect of the previous financial year based on personal performance indicators. The Compensation Committee can also exercise discretion to grant additional annual incentive awards to the Named Executive Officers based on such factors that the committee determines relevant. Such discretion was applied to certain of the Named Executive Officers in respect of the previous financial year based on the achievement of strategic business performance indicators not included as part of the annual incentive plan as well as personal performance indicators.

Long-Term Incentives

Named Executive Officers are eligible to receive long-term incentives in the form of options granted under the LTIP (see "*Securities Authorized for Issuance under Share Compensation Plans*" below). The Company utilizes long-term incentives to ensure the Named Executive Officers' long-term objectives remain aligned with those of the shareholders.

Grants of options pursuant to the LTIP are approved by the Board, based on the recommendations of the Compensation Committee after considering the recommendations of the Chief Executive Officer. In granting new options, consideration is given to:

- the number and terms of options already outstanding on an individual basis;

- the expected impact of the role of the Named Executive Officer on the Company’s performance and strategic development; and
- all other forms of compensation.

The Compensation Committee may not necessarily use the fair value as a basis for determining the number of options to award, as the ultimate realization of the option’s value may be significantly different from that determined using fair value models.

Termination and Change of Control Benefits

The Company believes that termination and change of control benefits are necessary in order to attract and retain high caliber executive talent. Termination benefits are appropriate, particularly with respect to a termination without cause since in that scenario, both the Company and the Named Executive Officers have mutually agreed upon severance packages that are in place prior to any termination event which provides certainty and the flexibility to make a change in executive management if such change is in the shareholders’ best interests. Termination and change in control benefits are negotiated and set with regard to comparable benefits granted to executives with similar positions in technology companies listed on the TSX, the experience level of the individual, the complexity of the position and other relevant market factors. For more information on termination and change in control arrangements for the Named Executive Officers, see “*Executive Compensation – Termination and Change of Control Benefits*” below. An estimate of the cost of the termination benefits if all Named Executive Officers were terminated as at December 31, 2021 is also provided in this section.

Benefits and Perquisites

The Company offers only limited perquisites to the Named Executive Officers, and only where the Company believes such perquisites promote the retention of the Named Executive Officers or promote the efficient performance of the Named Executive Officers’ duties. In addition to benefits that are made available to all employees, the Named Executive Officers are not currently provided with any additional benefits or perquisites. The Compensation Committee does not believe that perquisites and benefits should represent a significant portion of the compensation package for Named Executive Officers.

Compensation Governance

Compensation Committee

Following the Qualifying Transaction, the Company established a Compensation Committee that presently consists of Dr. Francis J. Harvey (as Chair), Laura Formusa and John McEwen. Each member of the committee is “independent”, as such term is defined in *National Instrument 52-110 – Audit Committees*. The: (i) direct experience of each Compensation Committee member that is relevant to the performance of his or her responsibilities as a committee member; and (ii) skills and experience the Compensation Committee have to make decisions on the suitability of the Company’s compensation policies and practices, are described below:

Dr. Francis J. Harvey – Dr. Harvey’s experience includes the roles set forth in his biography in “*Business of the Meeting – Election of Directors – Nominees to be Elected*”. In such roles, Dr. Harvey was required to have an understanding of and assess, and supervise others who manage, compensation policies and practices.

Laura Formusa – Ms. Formusa’s experience includes the roles set forth in her biography in “*Business of the Meeting – Election of Directors – Nominees to be Elected*”. In such roles, Ms. Formusa was required to have an understanding of and assess, and supervise others who manage, compensation policies and practices.

John McEwen – Mr. McEwen’s experience includes the roles set forth in his biography in “*Business of the Meeting – Election of Directors – Nominees to be Elected*”. In such roles, Mr. McEwen is and was required to have an understanding of and assess, and supervise others who manage, compensation policies and practices.

The responsibilities, powers and operation of the Compensation Committee are set forth in the committee's mandate which is attached to this Circular as Appendix "A".

Roles and Responsibilities

The Compensation Committee is responsible for the administration of the Company's compensation programs for the executive officers of the Company. Members of management, including the President and Chief Executive Officer, are invited to committee meetings from time to time, but excused from discussions and decisions with respect to their particular compensation decisions.

The President and Chief Executive Officer is actively engaged in the Company's compensation programs (other than with respect to his own compensation package). The President and Chief Executive Officer conducts an annual evaluation of each executive officer's performance for the previous year, and recommends salary adjustments, incentive awards, and equity-based awards to the Compensation Committee. The recommendations are reviewed and approved by the committee after discussion and adjustment, if appropriate.

Process

Executive compensation, including any incentive awards, is reviewed and set by the Board and the Compensation Committee at meetings anticipated to be held typically in the first quarter of each year. At these meetings, the performance of the executive officers is also reviewed. The results of the executive officers' performance and compensation review by the Compensation Committee is anticipated to be typically communicated to the executive officers in the first or second quarter of each year. Equity based awards are anticipated to be determined and granted by the Compensation Committee at meetings in the first quarter of each year.

Compensation Consultant

The Company does not retain the services of a compensation consultant each year, but rather, on a periodic basis to evaluate the market competitiveness of the Company's compensation programs. In April 2021, the Compensation Committee retained Aon Consulting Inc. (the "**Compensation Consultant**") to assist it in determining the appropriate compensation for the Board and Named Executive Officers. The mandate of the Compensation Consultant was to conduct a review of the competitiveness of compensation levels provided to the Company's executives and the Board. The Compensation Consultant was also engaged to assist the Company in the review, evaluation, and design of the Company's compensation plans. The Compensation Consultant has provided no other services to the Company or to its affiliated or subsidiary entities, or to any of its directors or members of management other than or in addition to those described above.

The following table sets forth, by category, the fees billed to the Company by the Compensation Consultant for the financial years ended December 31, 2021 and December 31, 2020:

Fee category	2021	2020
Executive compensation-related fees	\$27,892	Nil
All other fees	\$21,362	Nil
Total	\$49,254	Nil

"**Executive compensation-related fees**" is the aggregate fees billed by each consultant or advisor, or any of its affiliates, for services related to determining compensation for any of the Company's directors and executive officers.

"**All other fees**" is the aggregate fees billed for all other services provided by each consultant or advisor, or any of its affiliates, that are not reported in "Executive compensation-related fees".

Except as described above, during the financial years ended December 31, 2021 and December 31, 2020, (i) no fees were billed by any consultant or advisor, or any of affiliates thereof, for services related to determining compensation for any of the Company's directors and executive officers, and (ii) no fees were billed for any other services provided by a compensation consultant or adviser, or any affiliates thereof.

Benchmarking

The Company engaged the Compensation Consultant in 2021 to provide market benchmarking data for director and named executive compensation which includes retainers and fees, base salaries, short term incentive awards, and long term equity awards. Working in conjunction with the Company, the Compensation Consultant developed a Canadian peer group of five companies. The parameters for the peer group selection included similar industry, size, maturity, and geographic operation. The majority of the information compiled by the Compensation Consultant reflected compensation data derived from the most recent proxy circular statements, which represented the publicly available information available at the time the Compensation Consultant prepared its' report. The companies comprising the Company's peer group were: Baylin Technologies, EXFO, Haivision Systems, Optiva and VIQ Solutions.

Changes to Named Executive Officers' Compensation

There were no material actions, decisions or policies that were made after December 31, 2021, the end of the Company's most recently completed financial year, that could affect a person's understanding of the Named Executive Officers' compensation for the most recently completed financial year.

The Company has not determined if it will be making any significant changes to its compensation policies and practices in the current financial year.

Recovery of Compensation

The Company has not yet adopted an executive compensation recovery policy requiring the reimbursement of all or a portion of any incentive compensation paid or awarded to a Named Executive Officer in certain events but may do so in the future.

Prohibition on Hedging

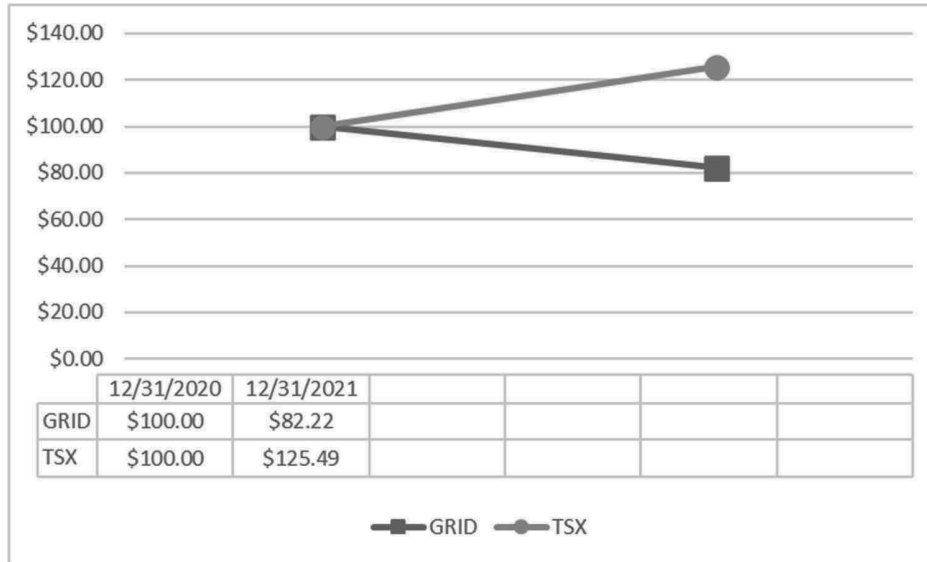
The Company has adopted a policy prohibiting Named Executive Officers from, at any time, (i) selling the securities of the Company short or buying puts entitling the Named Executive Officers to sell the Company's securities; or (ii) entering into collars, spread bets, contracts for difference or other derivative securities in which the Named Executive Officers either (a) hedges (or seeking to minimize) the economic risks of ownership of any securities of the Company or (b) benefits from any circumstance in which the market price or value of the Company's securities declines.

Compensation Related Risks

The Compensation Committee considered the implications of the risks associated with the Company's compensation policies and practices. The Compensation Committee is responsible for overseeing, and periodically considers, risks associated with the Company's compensation policies and practices. The practices the Company uses to identify and mitigate compensation policies and practices that could encourage a Named Executive Officer or individuals at a principal business unit or division to take inappropriate risks or excessive risks include regular monitoring of the business, regularly meeting with managers throughout the organization, and requiring board of directors' approval of all major corporate decisions. The Company has 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.

Performance Graph

The following chart compares the cumulative total Shareholder return, assuming the reinvestment of dividends, on the Shares with the cumulative total return from the S&P/TSX Composite Index for the period from December 31, 2020 to the most recently completed financial year end. The calculations assume an initial investment of \$100.



Actual Values

	Jan. 29 2021	Dec. 31 2021
Tantalus Systems Holding Inc.	\$2.25	\$1.85
S&P/TSX Composite Index	17,337.02	21,222.84

Summary Compensation Table

The following table provides a summary of the compensation earned in respect of the last three financial years by: (i) any individual who acted as Chief Executive Officer or Chief Financial Officer of the Company for any part of the most recently completed financial year, (ii) each, if any, of the three most highly compensated executive officers of the Company, including its subsidiaries, or the three most highly compensated individuals acting in a similar capacity, other than the Chief Executive Officer and Chief Financial Officer, at the end of the most recently completed financial year and whose total compensation was, individually, more than C\$150,000 for that financial year, and (iii) each, if any, individual who would have been an executive officer under (ii) but for the fact that the individual was not an executive officer of the Company or its subsidiaries, nor acting in a similar capacity, at the end of that financial year (the “Named Executive Officers”):

Name and Principal Position	Year	Salary (\$)	Share-Based Awards (\$) ⁽¹⁰⁾	Option-Based Awards (\$) ⁽¹⁾	Non-Equity Incentive Plan Compensation (\$)		Pension Value (\$)	All Other Compensation (\$) ⁽²⁾	Total Compensation (\$)
					Annual Incentive Plan	Long Term Incentive Plan			
Peter Londa President, Chief Executive Officer and Director	2021 ⁽³⁾	418,955 ⁽⁴⁾	Nil	223,627	253,560	Nil	Nil	260,914	1,157,056
George Reznik Chief Financial Officer	2021 ⁽³⁾	229,167 ⁽⁵⁾	Nil	Nil	19,947	Nil	Nil	50,000	299,114

Name and Principal Position	Year	Salary (\$)	Share-Based Awards (\$) ⁽¹⁰⁾	Option-Based Awards (\$) ⁽¹⁾	Non-Equity Incentive Plan Compensation (\$)		Pension Value (\$)	All Other Compensation (\$) ⁽²⁾	Total Compensation (\$)
					Annual Incentive Plan	Long Term Incentive Plan			
Dermot O’Leary Chief Operating Officer	2021 ⁽³⁾	293,269 ⁽⁶⁾	505,845	165,799	152,136	Nil	Nil	6,776	1,123,825
Michael Julian Chief Revenue Officer	2021 ⁽³⁾	239,403 ⁽⁷⁾	341,345	75,354	13,946	Nil	Nil	47,041	717,089
Michael Grandis General Counsel	2021 ⁽³⁾	359,105 ⁽⁸⁾	166,667	49,205	82,407	Nil	Nil	190,170	847,554
Manroop Padda Former Chief Executive Officer, Chief Financial Officer and Director ⁽⁹⁾	2021	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2020	Nil	Nil	9,800	Nil	Nil	Nil	Nil	9,800
	2019	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil

- (1) The Company has chosen the Black-Scholes methodology to calculate the grant date fair value of option-based awards as it is the methodology used in the Company’s financial statements. For the financial years ended December 31, 2020 and 2021, no adjustments, amendments, calculations, replacements or significant modifications were made to the exercise price of options previously awarded to, earned by, or payable to the Named Executive Officer, other than pursuant to the terms of the Qualifying Transaction. All option-based awards are stock options granted under the Long-Term Incentive Plan. The fair value of option-based awards was determined as of the date of grant using the Black-Scholes option pricing model. The following assumptions were used for the year ended December 31, 2020: an expected life of 9.0 years; a risk-free interest rate of 1.0%; no expected dividends; and, 157% volatility in share price. The following assumptions were used for the year ended December 31, 2021: an expected life of 5.96 years; a risk free interest rate of 0.39%; no expected dividends; and, 50% volatility in share price.
- (2) Excludes perquisites that are generally available to all employees, or that in aggregate are worth less than \$50,000, or are worth less than 10% of a Named Executive Officer’s total salary for the financial year. For Mr. Londa, Mr. Reznik and Mr. Grandis, the amounts in this column reflect special non-equity incentive awards paid as approved by the Compensation Committee. For Mr. Julian, the amount in this column reflects commission payments made in connection with his applicable commission plan at that time. For Mr. Londa, Mr. O’Leary and Mr. Julian, the amounts also include amounts paid as matching contributions by the Company on behalf of the named individual under the Company’s 401(k) plan.
- (3) Each of Mr. Londa, Mr. Reznik, Mr. O’Leary, Mr. Julian and Mr. Grandis became Named Executive Officers on January 29, 2021 in connection with the completion of the Qualifying Transaction.
- (4) This number reflects the salary that Mr. Londa was paid from January 29, 2021 until December 31, 2021, based on an annual salary of US\$360,500 at a foreign exchange rate of 1.2678 as at December 31, 2021.
- (5) This number reflects the salary that Mr. Reznik was paid from January 29, 2021 until December 31, 2021, based on an annual salary of \$250,000.00.
- (6) This number reflects the salary that Mr. O’Leary was paid from January 29, 2021 until December 31, 2021, based on an annual salary of US\$252,350 at a foreign exchange rate of 1.2678 as at December 31, 2021.
- (7) This number reflects the salary that Mr. Julian was paid from January 29, 2021 until December 31, 2021, based on an annual salary of US\$206,000 at a foreign exchange rate of 1.2678 as at December 31, 2021.
- (8) This number reflects the salary that Mr. Grandis was paid from January 29, 2021 until December 31, 2021, based on an annual salary of US\$309,000 at a foreign exchange rate of 1.2678 as at December 31, 2021.
- (9) Mr. Padda ceased to be the Chief Executive Officer, Chief Financial Officer and a Director on January 29, 2021 in connection with the completion of the Qualifying Transaction.
- (10) The share-based awards set forth in this column reflect shares that were granted to a rabbi trust for the benefit of Mr. O’Leary and Mr. Julian in connection with the completion of the Qualifying Transaction and restricted stock units awarded to Mr. Grandis following the completion of the Qualifying Transaction. The value of such awards is calculated using the price per share used in connection with the Qualifying Transaction (\$2.25).

Incentive Plan Awards

The following table sets forth, for the Named Executive Officer, all option-based and share-based awards outstanding at the end of the most recently completed financial year.

Name	Option-Based Awards				Share-Based Awards ⁽³⁾		
	Number of Securities Underlying Unexercised Options (#)	Option Exercise Price (\$)	Option Expiration Date	Value of Unexercised In-the-Money Options (\$) ⁽¹⁾	Number of Shares or Units of Shares that Have Not Vested (#)	Market or Payout Value of Share-Based Awards that Have Not Vested (\$)	Market or Payout Value of Vested Share-Based Awards Not Paid Out or Distributed (\$)
Peter Londa	238,600	2.10	Nov.17, 2031	Nil	Nil	Nil	Nil
	913,949	1.00	Dec.18, 2028	776,857	Nil	Nil	Nil
George Reznik	406,200	1.00	Sept.1, 2030	345,270	Nil	Nil	Nil
Dermot O’Leary	176,900	2.10	Nov.17, 2031	Nil	Nil	Nil	415,917
	690,539	1.00	Dec.18, 2028	586,959	Nil	Nil	Nil
Michael Grandis	52,500	2.10	Nov.17, 2031	Nil	74,074	137,037	Nil
	101,550	1.00	Dec.18, 2028	86,318	Nil	Nil	Nil
	203,100	1.00	Sept.1, 2030	172,635	Nil	Nil	Nil
Michael Julian	80,400	2.10	Nov.17, 2031	Nil	Nil	Nil	280,662
	304,650	1.00	Dec.18, 2028	258,953	Nil	Nil	Nil
Manroop Padda	6,095 ⁽²⁾	1.64 ⁽²⁾	Sept. 28, 2030	1,279.74 ⁽²⁾	Nil	Nil	Nil

- (1) Based upon the difference between the closing market price of the Shares on the TSX on the last trading day on or before December 31, 2021, being \$1.85 per share and the exercise price of the option.
- (2) After giving effect to a one (1) pre-consolidated share for 0.06094549 post-consolidation shares consolidation of the Shares that occurred on January 29, 2021.
- (3) The value of the share-based awards set forth in this column reflect shares that were granted to a rabbi trust for the benefit of Mr. O’Leary and Mr. Julian in connection with the completion of the Qualifying Transaction and restricted stock units awarded to Mr. Grandis following the completion of the Qualifying Transaction. The value of such awards is calculated using the closing market price of the Shares on the TSX on the last trading day on or before December 31, 2021, being \$1.85 per share.

The following table sets forth the value of option-based and share-based awards and non-equity incentive plan compensation vested or earned by the Named Executive Officers during the most recently completed financial year:

Name	Option-Based Awards – Value Vested During the Year (\$) ⁽¹⁾	Share-Based Awards – Value Vested During the Year (\$) ⁽²⁾	Non-equity Incentive Plan Compensation – Value Earned During the Year (\$)
Peter Londa	16,708	Nil	253,560
George Reznik	88,952	Nil	19,947
Dermot O’Leary	12,623	505,845	152,136
Michael Grandis	23,204	Nil	82,407
Michael Julian	5,569	341,345	13,946
Manroop Padda	Nil	Nil	Nil

- (1) The aggregate value of the option-based awards vested during the financial year is based on the difference between the closing market price of the Shares on the TSX on the vesting date of the options and the exercise price of the options.
- (2) The share-based awards set forth in this column reflect shares that were granted to a rabbi trust for the benefit of Mr. O’Leary and Mr. Julian in connection with the completion of the Qualifying Transaction. The value of such awards is calculated using the price per share used in connection with the Qualifying Transaction (\$2.25).

Pension Plan Benefits

The Company does not have a defined benefit plan or defined contribution plan. For employees located in the United States, the Company sponsors a 401(k) plan that provides for matching contributions by the Company up to 2% of contributions made by participating employees.

Termination and Change of Control Benefits

Except as described below, there are no contracts, agreements, plans or arrangements that provide for payments to the Named Executive Officer at, following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change of control of the Company or its subsidiaries or a change in the Named Executive Officer's responsibilities (excluding perquisites and other personal benefits if the aggregate of this compensation is less than C\$50,000).

The Company has a written employment agreement with each of the Named Executive Officers that provides for the payment of: lump-sum severance payments upon a termination of employment without cause (whether or not related to a change of control). The following table provides a summary of the estimated cost of terminating the employment contract of the Named Executive Officers without cause as of December 31, 2021, both without a change of control and following a change of control:

Name	Estimated cost of termination of contract by the Company without cause (without a change of control) (\$)	Estimated cost of termination of contract by the Company without cause following a change of control (\$)
Peter Londa	457,042	457,042
George Reznik	166,667	166,667
Dermot O'Leary	319,930	319,930
Michael Julian	155,306	155,306
Michael Grandis	195,876	195,876
Manroop Padda ⁽¹⁾	N/A	N/A

(1) Mr. Padda ceased to be the Chief Executive Officer, Chief Financial Officer and a Director on January 29, 2021 in connection with the completion of the Qualifying Transaction.

In addition to the costs referenced in the table above, any unvested option awards granted to any of the current Named Executive Officers referenced above shall become fully vested upon a termination of their employment without cause.

Compensation of Directors

During the most recently completed financial year, each director of the Company, who is not also a Named Executive Officer, was paid an annual retainer as follows:

Position	Annual Retainer Amount (\$)
Chair	37,500
Director (excluding the chair)	25,000
Committee chair	7,000
Committee members	3,500

The following table provides a summary of compensation provided to each director of the Company, who was not also a Named Executive Officer, for the most recently completed financial year:

Name	Fees Earned (\$)	Share-Based Awards (\$)	Option-Based Awards ⁽¹⁾ (\$)	Non-Equity Incentive Plan Compensation (\$)	Pension Value (\$)	All Other Compensation (\$)	Total (\$)
Laura Formusa	63,813	Nil	14,527	Nil	Nil	Nil	78,340
Francis Harvey	39,831	Nil	14,527	Nil	Nil	Nil	54,358
Tom Liston	37,189	Nil	29,055	Nil	Nil	Nil	66,244
John McEwen	45,324	Nil	29,055	Nil	Nil	Nil	74,379

- (1) The Company has chosen the Black-Scholes methodology to calculate the grant date fair value of option-based awards as it is the methodology used in the Company's financial statements. For the financial year ended December 31, 2021, no adjustments, amendments, calculations, replacements or significant modifications were made to the exercise price of options previously awarded to, earned by, or payable to the Director, other than pursuant to the Qualifying Transaction. All option-based awards are stock options granted under the LTIP. The fair value of option-based awards was determined as of the date of grant using the Black-Scholes option pricing model. The following assumptions were used for the year ended December 31, 2021; an expected life of 5.96 years; a risk-free interest rate of 0.39%; no expected dividends; and, 50% volatility in share price.

The following table sets forth, for each director who is not also a Named Executive Officer, all option-based and share-based awards outstanding at the end of the most recently completed financial year:

Name	Option-Based Awards				Share-Based Awards		
	Number of Securities Underlying Unexercised Options (#)	Option Exercise Price (\$)	Option Expiration Date	Value of Unexercised In-the-Money Options (\$) ⁽¹⁾	Number of Shares or Units of Shares that Have Not Vested (#)	Market or Payout Value of Share-Based Awards that Have Not Vested (\$)	Market or Payout Value of Vested Share-Based Awards Not Paid Out or Distributed (\$)
Laura Formusa	11,622	2.10	Nov. 17, 2031	Nil	Nil	Nil	Nil
	101,550	1.00	Dec. 18, 2028	86,317			
Francis Harvey	11,622	2.10	Nov. 17, 2031	Nil	Nil	Nil	Nil
	101,550	1.00	Dec. 18, 2028	86,317			
Tom Liston	23,244	2.10	Nov. 17, 2031	Nil	Nil	Nil	Nil
	12,189	1.64	Sept. 28, 2030	2,560			
John McEwen	23,244	2.10	Nov. 17, 2031	Nil	Nil	Nil	Nil

- (1) Based upon the difference between the closing market price of the Shares on the TSX on the last trading day on or before December 31, 2021, being \$1.85 per share and the exercise price of the option.

The following table sets forth the value of option-based and share-based awards and non-equity incentive plan compensation vested or earned by each director of the Company, who was not also a Named Executive Officer, during the most recently completed financial year:

Name	Option-Based Awards – Value Vested During the Year ⁽¹⁾ (\$)	Share-Based Awards – Value Vested During the Year (\$)	Non-equity Incentive Plan Compensation – Value Earned During the Year (\$)
Laura Formusa	1,856	Nil	Nil
Francis Harvey	1,856	Nil	Nil
Tom Liston	Nil	Nil	Nil
John McEwen	Nil	Nil	Nil

- (1) The aggregate value of the option-based awards vested during the financial year is based on the difference between the closing market price of the Shares on the TSX on the vesting date of the options and the exercise price of the options

SECURITIES AUTHORIZED FOR ISSUANCE UNDER SHARE COMPENSATION PLANS

The following table sets forth the compensation plans under which Shares are authorized for issuance, as of December 31, 2021, the Company’s most recently completed financial year end.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding option, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans
Equity compensation plans approved by securityholders	6,351,075	\$1.24	1,828,323
Equity compensation plans not approved by securityholders	Nil	Nil	Nil
Total	6,351,075	Nil	1,828,323

Long Term Incentive Plan

A summary of the LTIP, including the burn rate for the fiscal year ended December 31, 2021 (subsequent to the Qualifying Transaction) is set out in the section of the Management Information Circular entitled “*Business of the Meeting – Approval of Amending and Restating the Omnibus Long Term Incentive Plan.*”

CORPORATE GOVERNANCE

The following is a discussion Company’s corporate governance practices within the context of *National Instrument 58-101 – Disclosure of Corporate Governance Practices*.

Board of Directors

The Board has determined that each of Laura Formusa (Chair of the Board), Dr. Francis J. Harvey, Tom Liston and John McEwen, being a majority of the directors, are “independent” within the meaning of *National Instrument 52-110 - Audit Committees*. The Board has determined that Peter Londa is not independent by virtue of being the President and Chief Executive Officer of the Company.

Non-independent directors and members of management are excluded from a portion of each regularly scheduled meeting of the Board.

Laura Formusa is an independent director and the Chair of the Board. The Company had adopted a position description for the Chair of the Board. As set forth in such position description, the responsibilities of the Chair of the Board include, but not limited to: (i) overseeing the Board’s discharge of the duties assigned to it by law, in the constating documents of the Company and the Company’s corporate governance guidelines; (ii) taking steps to foster the Board’s understanding of its responsibilities and boundaries with management; (iii) overseeing the responsibilities delegated to Board committees, including, but not limited to, those relating to governance, performance evaluation and compensation, financial reporting and oversight of internal controls; (iv) assist in reviewing and monitoring the long-term business plan, strategies and policies of the Company and the achievement of its objectives; and (v) establish procedures to govern the effective and efficient conduct of the Board’s work. The mandate of the Board (the “**Board of Directors Charter**”), which is attached to this Circular as Appendix “B”, also specifies certain duties and responsibilities of the Chair.

Board Mandate

The text of the Board of Directors Charter is attached to this Circular as Appendix “B”.

Position Descriptions

The Board has developed a position description for the Chair of the Board, and the written mandate for each committee of the Board contains written position descriptions for the chair of each committee. The Board and the President and Chief Executive Officer have developed a written position description for the role of Chief Executive Officer.

Orientation and Continuing Education

The Governance and Nominating Committee is responsible for overseeing the orientation of new directors. New directors will be provided with a comprehensive orientation and education program as to the nature and operation of the Corporation and its business, the role of the Board and its committees, and the contribution that an individual director is expected to make.

The Governance and Nominating Committee is also responsible for overseeing continuing education for directors that is designed to maintain or enhance the skills and abilities of the directors and to ensure that their knowledge and understanding of the Corporation's business remains current. In addition, the President and Chief Executive Officer reviews with the Board at each Board meeting the nature and operations of the business of the Company. The Board meet with other members of senior management of the Company periodically to review each of their specific areas of operations.

The chair of each committee is responsible for coordinating orientation and continuing director development programs relating to each committee's mandate. Members of the Board are encouraged to participate in seminars and other continuing education programs for directors. The auditors periodically review the emerging standards for corporate governance at meetings of the Audit Committee, and representatives of the Board meet with counsel to the Company to review corporate governance practices and the obligations of the Board.

Ethical Business Conduct

The Board has adopted a written code for the directors, officer and employees of the Company (the "Code"). The Governance and Nominating Committee is responsible for periodically updating the Code and, in conjunction with the Audit Committee or representatives thereof, monitoring, and review management's monitoring of, compliance with the Code.

A copy of the code of the Code is provided to each of the directors, officers and employees of the Company, and the Company intends to request that each certify that he/she has read the Code and that, to the best of his or her knowledge, information or belief, no breach of the Code has occurred except those instances reported by him or her for remedial action. This certification is to be provided annually. A copy of the Code will be provided to each new director, officer or employee.

No material change reports have been filed by the Company since January 1, 2021, being the beginning of the Company's most recently completed financial year, that pertain to any conduct of a director or executive officer that constitutes a departure from the code.

Each director and executive officer is required to disclose to the Board information regarding any transaction or agreement in respect of which that director or executive officer has a material interest and, in the case of a director, to abstain from voting on any matter in respect of such transaction or agreement. The Board may request the director to excuse himself or herself from the portion of any Board meeting at which such transaction or agreement is discussed.

The Board encourages and promotes a culture of ethical business conduct through leadership by example and thereby requires the President and Chief Executive Officer and each other executive officer to conduct himself in a manner that exemplifies ethical business conduct. Each director is entitled to engage outside advisors at the Company's expense in appropriate circumstances, such as in circumstances where concerns regarding unethical business conduct have arisen.

Nomination of Directors

The Governance and Nominating Committee is mandated to identify individuals qualified to be nominated as members of the Board, should the need arise. The Governance and Nominating Committee, which has the mandate of a nominating committee, is composed entirely of independent directors.

The mandate of the Governance and Nominating Committee delineates the purpose, procedures and responsibilities of the committee when discharging its duties, including its nomination duties, and is attached to this Circular as Appendix "C".

Compensation

The written mandate of the Compensation Committee includes the responsibilities to: (i) at least annually, assess the compensation of the directors of the Board and make recommendations to the Board; (ii) from time to time, as appropriate, review with the chair of the Board and the Chief Executive Officer of the Company the long-term goals and objectives of the Company in relation to compensation; (iii) from time to time, as appropriate, review and revise the position description of the Chief Executive Officer and review and make recommendations to the Board with respect to the corporate goals and objectives relevant to the compensation of the Chief Executive Officer and evaluate the Chief Executive Officer's performance in light of those goals and objectives; and (iv) at least annually, review and make recommendations to the Board with respect to the compensation of the Chief Executive Officer and, based on the recommendation of the Chief Executive Officer, the other members of the executive management group, including salary, incentive compensation plans, equity-based plans, the terms of any employment agreements, severance arrangements and change of control arrangements or provisions. The mandate of the Compensation Committee delineates the purpose, procedures and responsibilities of the committee when discharging its duties, and is attached to this Circular as Appendix "A".

The Compensation Committee is composed entirely of independent directors. See this Circular under the heading "*Executive Compensation – Compensation Governance*" for a discussion on the process by which the compensation for officers is determined.

Board Committees

The Board has three committees: (i) the Audit Committee; (ii) the Compensation Committee; and (iii) the Governance and Nominating Committee. Beyond its responsibilities as a nominating committee, the Governance and Nominating Committee is responsible for, among other things: (i) developing the Company's corporate governance policies and principles and providing governance leadership; (ii) monitoring compliance with the Code; (iii) reviewing the structure, composition and mandate of the Board committees; and (iv) evaluating the performance and effectiveness of the Board and of the Board committees.

Assessments

The Governance and Nominating Committee is responsible for, among other things, evaluating the performance and effectiveness of the Board and of the Board committees. The Governance and Nominating Committee must, among other things: (i) review periodically the competencies, skills and personal qualities required of directors in order to add value to the Company; (ii) review periodically the competencies, skills and personal qualities of each existing director, and the contributions made by the director to the effective operation of the Board and review any significant change in the primary occupation of the director; (iii) make recommendations for changes to the composition of the Board as it deems necessary or appropriate; (iv) annually assess the effectiveness of the Board as a whole, having regard for the mandate of the Board, and make recommendations to the Board regarding such assessment; (v) consider the performance of the incumbent members of the Board in determining whether to recommend that they be nominated for re-election, and evaluate and recommend termination of membership of individual directors in accordance with the Company's constating documents for cause or other appropriate reasons; and (vi) review from time to time the charters of the committees of the Board and, if applicable, make recommendations regarding the charters to the Board and recommend timely changes in the role, size, composition and structure of Board committees.

Director Term Limits and Other Mechanisms of Board Renewal

The Company has not adopted term limits for directors because the Board believes the imposition of arbitrary term limits may result in an effective director being disqualified and discounts the value of experience and continuity. The Governance and Nominating Committee is responsible for assessing the effectiveness of the Board and board composition, including renewal, is one of the factors that such committee utilizes in its evaluation.

Diversity

Policies Regarding the Representation of Women on the Board

On March 25, 2021, the Company adopted a written board diversity policy (the “**Diversity Policy**”) which provides that the Company believes in diversity and values the benefits diversity can bring to the Board. Pursuant to the Diversity Policy, diversity includes gender, sexual preference, disability, age, ethnicity, business experience, functional expertise, stakeholder expectations, culture and geography.

Pursuant to the Diversity Policy, the Company will periodically assess the skills, experience, knowledge and backgrounds of its directors in light of the needs of the Board, including the extent to which the current composition of the Board reflects a diverse mix of skills, experience, knowledge and backgrounds, including an appropriate number of women directors.

The Company is committed to a merit-based system for Board composition, which reflects a diverse and inclusive culture where directors believe that their views are heard, their concerns are attended to and they serve in an environment where bias, discrimination and harassment on any matter are not tolerated. When identifying suitable candidates for appointment to the Board, the Company will consider candidates on merit against objective criteria and the needs of the Board and will consider the need to increase the number of women directors on the Board to meet the Company’s goal. When recruiting new candidates for appointment, search protocols will go beyond the networks of existing Board members and will incorporate diversity, including identification of female candidates, as a component. Any search firm engaged to assist the Board or the Governance and Nominating Committee in identifying candidates for appointment to the Board shall be directed to include women candidates and women candidates will be included in the Board’s evergreen list of potential Board nominees.

The Governance and Nominating Committee will consider whether to adopt targets for specific Board diversity characteristics in furtherance of the objectives of the Diversity Policy. The Governance and Nominating Committee will review the Diversity Policy at least every three years and assess its effectiveness in promoting a diverse Board which includes an appropriate number of women directors.

The Governance and Nominating Committee is responsible for monitoring compliance with the Diversity Policy. The Governance and Nominating Committee will evaluate the diversity on the Board and report to the Board with respect to the progress in achieving the objectives of the Diversity Policy.

Consideration of the Representation of Women in the Director Identification and Selection Process

In accordance with the Diversity Policy, the Governance and Nominating Committee considers the diversity of the Board, including the level of representation of women, as one of the factors in identifying and nominating candidates for election or re-election to the Board. The other factors that the Committee considers are: (i) the competencies and skills that the Board considers to be necessary for the Board, as a whole, to possess; (ii) the competencies and skills that the Board considers each existing director to possess; (iii) the competencies and skills each new nominee will bring to the Board; (iv) the time and energy of the proposed nominee to devote to the tasks; and (v) the understanding by the proposed nominee of the nature of the business and operations of the Company.

Consideration Given to the Representation of Women in Executive Officer Appointments

The Company considers diversity, including the level of representation of women, as one of the factors in making executive officer appointments. The Company also considers the skills and experience necessary for the position. Pursuant to the mandate of the Governance and Nominating Committee, which is attached to this Circular

as Appendix “C”, the Governance and Nominating Committee oversees the Company’s initiatives in promoting diversity in its overall workforce.

Targets Regarding the Representation of Women on the Board and in Executive Officer Positions

The Company has not adopted a target regarding women on the Board. Diversity, including the level of representation by women, is one of the factors that the Governance and Nominating Committee considers in identifying and nominating candidates for election or re-election to the Board. The other factors that the Committee considers are described in “*Corporate Governance – Diversity - Consideration of the Representation of Women in the Director Identification and Selection Process*” above. The Governance and Nominating Committee believes all of these factors are relevant to ensure high functioning Board members and that establishing targets based upon only women may disqualify desirable director candidates.

The Company has not adopted a target regarding women in executive officer positions of the Company. Diversity, including the level of representation by women, is one of the factors that the Company considers in identifying executive officers. The other factors that the Company considers are described in “*Corporate Governance – Diversity - Consideration Given to the Representation of Women in Executive Officer Appointments*” above. The Company believes all of these factors are relevant to ensure appropriate executive officers and that establishing targets based upon only women may disqualify desirable executive officer candidates.

Number of Women on the Board and in Executive Officer Positions

As of the date of this Circular, one director of the Company (20%) is a woman. The Chair of the Board is a woman.

As of the date of this Circular, one executive officer of the Company (7.7%) is a woman.

OTHER INFORMATION

Management Contracts

There are no management functions of the Company or any of its subsidiaries which are to any substantial degree performed by a person other than the directors or executive officers of the Company or such subsidiaries.

Indebtedness of Directors and Executive Officers

No director, executive officer or employee of the Company, no former director, executive officer or employee of the Company, no proposed nominee for election as a director of the Company, and no associate of any such director, executive officer or proposed nominee is, or at any time during the Company’s most recently completed financial year was, indebted to the Company or any of its subsidiaries or indebted 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 any of its subsidiaries, other than routine indebtedness.

Interest of Informed Persons in Material Transactions

To the knowledge of the Company, no informed person of the Company, nor any proposed director, nor any associate or affiliate of any informed person or proposed director, has any material interest, direct or indirect, in any transaction since the commencement of the Company’s last financial year or in any proposed transaction which has materially affected or would materially affect the Company or any of its subsidiaries and that, directly or indirectly, involves remuneration for services.

Interest of Certain Persons in Matters to be Acted Upon

Except as described elsewhere in this Circular, no person who has been a director or executive officer of the Company at any time since the beginning of the Company’s last financial year, no proposed nominee of management of the Company for election as director of the Company, and no associate or affiliate of any of the foregoing persons,

has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting other than the election of directors or the appointment of auditors.

ADDITIONAL INFORMATION

Additional information relating to the Company may be found on SEDAR at www.sedar.com. Additional financial information is provided in the Company's audited consolidated financial statements and management's discussion and analysis for the Company's most recently completed financial year. A copy of the Company's financial statements and management's discussion and analysis is available upon written request to the General Counsel and Corporate Secretary of the Company at 3555 Gilmore Way, Suite 200, Burnaby, British Columbia, V5G 0B3, Canada.

APPROVAL OF CIRCULAR

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

DATED at Burnaby, British Columbia, this 20th day of April, 2022.

BY ORDER OF THE BOARD OF DIRECTORS

"Peter Londa"

Director, President and Chief Executive Officer

APPENDIX "A"
COMPENSATION COMMITTEE CHARTER

(See attached)



COMPENSATION COMMITTEE CHARTER

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I. PURPOSE

The Compensation Committee (the “**Committee**”) is a standing committee appointed by the board of directors (“**Board**”) of Tantalus Systems Holding Inc. (the “**Company**”). The Committee shall assist the Board in discharging the Board’s oversight responsibilities relating to the compensation and retention of key senior management employees, and in particular the Chief Executive Officer of the Company, with the skills and expertise needed to enable the Company to achieve its goals and strategies at a fair and competitive compensation, including appropriate performance incentives.

II. PROCEDURES

1. *Number of Members* – The members of the Committee shall be appointed by the Board. The Committee will be composed of not less than three (3) Board members.
2. *Quorum* – The quorum of the Committee shall be at least two (2) members.
3. *Independence* – The Committee shall be constituted at all times of members who are “independent” within the meaning of National Instrument 58-101 – Disclosure of Corporate Governance Practices (“**NI 58-101**”). The Board will consider all relevant facts and circumstances in making a determination of independence for each director and, as appropriate, impose independence requirements more stringent than those provided for by NI 58-101 to the extent required by Canadian securities laws, including rules and policies promulgated by the TSX Venture Exchange (“**TSXV**”) or Toronto Stock Exchange (“**TSX**”).
4. *Appointment and Replacement of Committee Members* – 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 upon ceasing to be a director. The Board may fill vacancies on the Committee by appointing another qualified director to the Committee. The Board shall fill any vacancy if the membership of the Committee is less than three (3) directors. Whenever there is a vacancy on the Committee, the remaining members may exercise all of the Committee’s powers as long as a quorum remains in office. Subject to the foregoing, the members of the Committee shall be appointed by the Board annually and each member of the Committee shall remain on the Committee until his or her successor shall be duly appointed and qualified or his or her earlier resignation or removal.
5. *Committee Chair* – Unless a Chair of the Committee is designated by the full Board, the members of the Committee may designate a Chair by majority vote of the full Committee. The Committee Chair shall be responsible for leadership of the Committee, including preparing the agenda in consultation with other Committee members and members of management, presiding over the meetings, making Committee assignments and reporting to the Board following each meeting and as otherwise necessary or appropriate. If

the Committee Chair is not present at any meeting of the Committee, one of the other members of the Committee who is present shall be chosen by the Committee to preside at the meeting. The Committee will report through the Committee Chair to the Board following meetings of the Committee on matters considered by the Committee, its activities and compliance with this Charter.

6. *Conflicts of Interest* – If a Committee member faces a potential or actual conflict of interest relating to a matter before the Committee, other than matters relating to the compensation of directors, that member shall be responsible for alerting the Committee Chair. If the Committee Chair faces a potential or actual conflict of interest, the Committee Chair shall advise the Chair of the Board. If the Committee Chair, or the Chair of the Board, as the case may be, concurs that a potential or actual conflict of interest exists, the member faced with such conflict shall disclose to the Committee the member's interest and shall not participate in consideration of the matter and shall not vote on the matter.
7. *Meetings* – The Committee shall meet regularly and as often as it deems necessary to perform the duties described herein in a timely manner, but not less than three (3) times a year. Meetings may be held at any time deemed appropriate by the Committee. The Committee shall maintain written minutes of its meetings, which will be filed with the meeting minutes of the Board.

III. RESPONSIBILITIES

1. The Committee shall:
 - a. at least annually, assess the compensation of the directors of the Board and make recommendations to the Board;
 - b. from time to time, as appropriate, review with the chair of the Board and the Chief Executive Officer of the Company the long-term goals and objectives of the Company in relation to compensation;
 - c. from time to time, as appropriate, review and revise the position description of the Chief Executive Officer and review and make recommendations to the Board with respect to the corporate goals and objectives relevant to the compensation of the Chief Executive Officer and evaluate the Chief Executive Officer's performance in light of those goals and objectives;
 - d. at least annually, review and make recommendations to the Board with respect to the compensation of the Chief Executive Officer and, based on the recommendation of the Chief Executive Officer, the other members of the executive management group, including salary, incentive compensation plans, equity-based plans, the terms of any employment agreements, severance arrangements and change of control arrangements or provisions, and any special or supplemental benefits provided that the Committee will not be required to review or approve annual cash bonuses to employees of the Company other than the executive management group;
 - e. from time to time, as appropriate, review the Company's policies on salary administration, pay and employment equity, basic incentive and total cash compensation, retirement benefits, and long-term incentives and recommending changes to the Board if appropriate; and
 - f. review management's policies and practices for ensuring that the Company complies with legal prohibitions, disclosure and other requirements on making or arranging for personal loans and amending or extending any such loans or arrangements.

A. COMPENSATION POLICIES

1. The Committee shall review and recommend to the Board compensation policies and processes and any new incentive compensation and equity compensation plans of the Company or changes to any such plans now or hereafter existing and effective.

B. COMPENSATION CONSULTANTS AND ADVISORS

1. The Committee may retain special legal, accounting, financial or other consultants to advise the Committee at the Company's expense.

C. COMPLIANCE WITH DISCLOSURE REQUIREMENTS

1. The Committee shall annually review and recommend approval to the Board (if deemed advisable) the disclosure of the Company's executive compensation included in the management information circular prepared in connection with the applicable meetings of shareholders, on the Company website and in other public disclosure or communications.

D. GENERAL

1. The Committee shall undertake on behalf of the Board such other compensation initiatives as may be necessary or desirable to contribute to the success of the Company and enhance shareholder value.
2. The Committee shall perform such other functions as required by law, the Company's constituting documents or the Board.

E. EXCEPTIONS

1. The Committee may delegate from time to time to any person or committee any of its responsibilities that may lawfully be delegated, provided that any authority to grant awards under compensation and equity plans may not be delegated to the Company's management or to any other person.

F. THIS CHARTER

The Committee shall review and reassess the adequacy of this Charter at least every three years and/or as required by applicable laws or by the TSXV or TSX. This Charter shall be posted on the Company's website.

APPENDIX "B"
BOARD OF DIRECTORS CHARTER

(See attached)



BOARD OF DIRECTORS CHARTER

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I. PURPOSE

The Board of Directors (the “**Board**”) of Tantalus Systems Holding Inc. (the “**Corporation**”) is responsible for the supervision of the management of the business and affairs of the Corporation. The Board shall act honestly and in good faith with a view to pursue the best interests of the Corporation, shall discharge its duties directly and through its various subcommittees that may exist from time to time and shall exercise the care, diligence and skill that reasonably prudent persons would exercise in comparable circumstances. The Board shall have the authority to delegate to subcommittees of the Board, provided however that the Board shall not delegate any power or authority required by any law, regulation, rule or stock exchange listing requirement to be exercised by the Board as a whole.

The composition and meetings of the Board are subject to the requirements set forth in the articles and by-laws of the Corporation, as well as in applicable laws and the rules of the TSX Venture Exchange (the “**TSXV**”) or Toronto Stock Exchange (the “**TSX**”), as is applicable. The present board of directors charter (“**Board Charter**”) is not intended to limit, enlarge or change in any way the responsibilities of the Board as determined by such articles, by-laws, applicable laws and the rules of the TSXV or TSX, as is applicable.

II. DUTIES AND RESPONSIBILITIES OF THE BOARD

In furtherance of its purpose, the Board assumes the following duties and responsibilities, some of which are initially reviewed and recommended by the applicable subcommittee of the Board (each, a “**Committee**”) to the full Board for approval:

A. STRATEGY AND BUDGET

1. Review and approve, as appropriate, the Corporation's mission and business vision.
2. Ensure a strategic planning process is in place and approve, on at least an annual basis, a strategic plan which takes into account, among other things, the opportunities and risks of the business.
3. Approve the Corporation's annual operating and capital budgets.
4. Review and monitor the Corporation's performance with reference to the adopted business plan and budgets.
5. Review and approve material transactions and capital investments, not in the ordinary course of business.

B. GOVERNANCE

1. Oversee the Corporation's policies concerning business conduct, ethics, public disclosure of material information and other matters.
2. Oversee any charitable contributions made by the Corporation that are outside of normal course of business and exceeding \$25,000.
3. Develop, adopt, implement, review and enforce the Corporation's Code of Conduct, Majority Voting Policy, Disclosure, Confidentiality and Trading Policy and Whistleblower Policy and any other policies, charters, by-laws or similar documentation covering such related matters that may be adopted by the Board from time to time, and the actions, reports and recommendations received periodically from the Audit Committee, the Governance and Nominating Committee and the Compensation Committee with respect to the conduct of the business in compliance with such policies.

C. BOARD AND COMMITTEE MEMBERS

1. Identify individuals qualified to become Board members, considering, among other things, the size of the Board, the industry in which the Corporation operates, companies similar to the Corporation and the competencies and skills of directors and proposed directors and the nominees for election at the next annual meeting of shareholders of the Corporation.
2. Approve the nomination of directors to the Board and its Committees, as well as:
 - a. ensure that the requisite number of the Corporation's directors have no direct or indirect material relationship with the Corporation that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director and determine who, in the reasonable opinion of the Board, are "independent" in accordance with the foregoing and applicable legislation, regulations and stock exchange listing requirements (including, for greater certainty, the rules and regulations of the TSXV or TSX, as is applicable);
 - b. develop appropriate qualifications/criteria for the selection of Board members, including criteria for determining director independence; and
 - c. appoint the chair of the Board (the "**Board Chair**"), the members of each Committee and the chair of each Committee (each a "**Committee Chair**"), in consultation with the members of the relevant Committee.
3. Determine the directors' remuneration for Board and Committee service while ensuring that the Corporation's compensation policy for directors reflects realistically the time spent, responsibilities and risks involved in being an effective director.
4. Assess annually the effectiveness and contribution of the Board.

5. Identify individuals qualified to become members of the audit committee of the Board (the “**Audit Committee**”) in light of the independence, financial literacy, accounting or related financial management experience and other membership requirements set forth under applicable laws, rules, regulations and stock exchange listing requirements (including, for greater certainty, the rules and regulations of the TSXV or TSX, as is applicable).
6. Provide a comprehensive orientation program for new directors to the Board and continuing education opportunities for all directors to ensure that directors can maintain and enhance their abilities and ensure that their knowledge of the business of the Corporation remains current.
7. Develop written position descriptions for the Board Chair and the respective Committee Chairs of each Committee.
8. Review and discuss with each of the Committees the appropriateness of their respective charters and any changes to such charters which may be recommended by such Committee to the Board.

D. CEO, CFO, OTHER EXECUTIVE OFFICERS AND COMPENSATION AND BENEFIT POLICIES

1. Appoint the executive officers of the Corporation including, but not limited to, the Chief Executive Officer (the “**CEO**”) and the Chief Financial Officer (the “**CFO**” and together with the CEO and the other executive officers, as appropriate, the “**Executive Officers**”).
2. Develop a written position description for the role of the CEO.
3. Develop the corporate goals and objectives that each Executive Officer is responsible for meeting and review the performance of each Executive Officer against such corporate goals and objectives.
4. Evaluate, in conjunction with the Compensation Committee, the performance of each Executive Officer in relation with the corporate and, as applicable, personal objectives set by the Board.
5. Approve, upon recommendation of the Compensation Committee, the Corporation’s compensation and benefits policies or any changes thereto for Executive Officers.
6. Approve, by the independent directors, all forms of compensation for the Executive Officers.
7. Ensure, upon recommendation of the Compensation Committee, that the Corporation’s compensation and benefits policies create and reinforce good conduct, ethical behaviour and promote reasonable risk taking.
8. Satisfy itself as to the integrity of the Executive Officers and senior management and that the Executive Officers and senior management create a culture of integrity throughout the organization.
9. Provide stewardship in respect of succession planning, and approve, as may be required, (i) the succession plan with respect to the positions of the Executive Officers, and (ii) the appointment, training and monitoring of the Executive Officers and senior management.

E. RISK MANAGEMENT, CAPITAL MANAGEMENT AND INTERNAL CONTROLS

1. Identify and assess the principal risks of the Corporation’s business, and ensure the implementation of appropriate systems to manage these risks.
2. Ensure the integrity of the Corporation’s internal control system and management information systems and the safeguarding of the Corporation’s assets.
3. Review, approve and, as required, oversee compliance with the Corporation’s disclosure, confidentiality and trading policy (regarding corporate disclosure and confidentiality) (the “**Disclosure, Confidentiality and Trading**”).

Policy”) by directors, Executive Officers, other members of management and employees of the Corporation, as well as such other persons that may, from time to time, have a relationship with the Corporation.

4. Review and approve the Corporation’s internal and external policies for overseeing, communicating and disseminating information with, among others, shareholders, other stakeholders, analysts and the public, the whole in accordance with the Disclosure, Confidentiality and Trading Policy.

5. Review and oversee the Corporation’s internal controls over financial reporting and its disclosure controls and procedures.

6. Review and approve the Corporation’s code of conduct and business ethics (the “**Code**”) with the purpose of promoting integrity and deterring wrongdoing, and encouraging and promoting a culture of ethical business conduct and, as required, oversee compliance with the Code by directors, Executive Officers, other members of management and employees of the Corporation, as well as such other persons that may, from time to time, have a relationship with the Corporation and reviewing any waivers or violations of such Code.

F. FINANCIAL REPORTING, AUDITORS AND TRANSACTIONS

1. Review and approve, as required, after they have been recommended for approval by the Audit Committee, the Corporation’s annual and interim financial statements, MD&A, prospectus-type documents, earnings press releases (including financial outlook, future-oriented financial information and other forward-looking information) and other disclosure material or related financial information before such information is publicly filed in accordance with the Disclosure, Confidentiality and Trading Policy.

2. Appoint the external auditor of the Corporation (including compensation and the terms and review of their engagement), based on the recommendation of the Audit Committee and subject to the approval of the shareholders of the Corporation, as well as remove the external auditor of the Corporation as the case may be.

3. As appropriate, establish appropriate limits on the authority delegated to the Executive Officers and other members of management of the Corporation to manage the business and affairs of the Corporation.

G. LEGAL REQUIREMENTS AND DIALOGUE WITH STAKEHOLDERS

1. Oversee the adequacy of the Corporation’s processes to ensure compliance by the Corporation with applicable legal and regulatory requirements.

2. Establish appropriate measures for receiving feedback from stakeholders.

H. OTHER

1. Review, approve and, as required, oversee, with the assistance of the Nominating and Governance Committee, the compliance with the Corporation’s environmental, social, health and safety, governance and ethics policies and guidelines that may be established by the Board, from time to time, by the Corporation’s directors, Executive Officers, other members of management and employees of the Corporation, as well as such other persons that may, from time to time, have a relationship with the Corporation.

2. Perform any other function as prescribed by law or as not delegated by the Board to one of the Committees or to management of the Corporation.

III. BOARD CHAIR

A. APPOINTMENT OF THE BOARD CHAIR

The Board shall annually appoint the Board Chair from among the Corporation’s directors following the annual meeting of shareholders of the Corporation.

B. DUTIES AND RESPONSIBILITIES OF THE BOARD CHAIR

The Board Chair leads the Board in all aspects of its work and is responsible for effectively managing the affairs of the Board and ensuring that the Board is properly organized and functions efficiently.

More specifically, the Board Chair shall, in addition to any responsibilities that may be attributed to him/her pursuant to a written position description established for the Board Chair, with respect to:

1. Strategy
 - a. provide leadership to enable the Board to act effectively in carrying out its duties and responsibilities as described in this Board Charter and as otherwise may be appropriate; and
 - b. work with the Executive Officers to monitor progress on the business plan, annual budgets, policy implementation and succession planning.
2. Board structure and management
 - a. chair the meetings of the Board;
 - b. in consultation with the Executive Officers, the corporate secretary of the Corporation (or such other individual or Executive Officer serving in such capacity) (the “**Corporate Secretary**”) and the relevant Committee Chairs, as appropriate, determine the frequency, dates and locations of the meetings of (i) the Board, (ii) the Committees, and (iii) the shareholders of the Corporation;
 - c. in consultation with the Executive Officers and the Corporate Secretary, review the meeting agendas to ensure all required business is brought before the Board to enable it to efficiently carry out its duties and responsibilities;
 - d. ensure the Board has the opportunity, if and when required, to meet separately without non-independent directors and members of management of the Corporation present;
 - e. ensure, in consultation with the relevant Committee Chairs, that all items requiring Board and Committee approval are appropriately tabled;
 - f. ensure the proper flow of information to the Board and review, with the Executive Officers and the Corporate Secretary, the adequacy and timing of materials in support of management’s proposals;
 - g. in conjunction with the relevant Committee (and Committee Chairs), review and assess the directors’ meeting attendance records and the effectiveness and performance of the Board, the Committees (and their respective Committee Chairs) and individual directors;
 - h. ensure that the Board works in a cohesive manner and enable open communication among its members; and
 - i. ensure that the Board is provided with the resources, including external advisers and consultants to the Board as considered appropriate, to permit it to carry out its responsibilities and bring to the attention of the Board Chair and the CEO any issues that are preventing the Board from being able to carry out its responsibilities.
3. Shareholders
 - a. chair the annual and any special meeting of the shareholders of the Corporation; and
 - b. ensure that all business that is required to be brought before a meeting of shareholders of the Corporation is brought before such meeting.

IV. EVALUATION OF THE BOARD

The Board shall, on an annual basis, evaluate and review its performance as a whole, while taking into account this Board Charter.

The Board shall, from time to time, as it deems appropriate, evaluate and review the performance of each individual director, Committee and Committee Chairs while taking into account: (i) in the case of an individual director, the competencies and skills each individual director is expected to contribute to the Board, (ii) in the case of the Committees as a whole, the relevant committee charter or policy, and (iii) in the case of Committee Chairs, the applicable position description(s).

V. OUTSIDE ADVISORS

The Board shall have the authority to engage outside counsel and other outside advisors as it deems appropriate to assist the Board in the performance of its functions. The Corporation shall provide appropriate funding for such advisors as determined by the Board.

VI. MEMBERSHIP

The majority of the directors shall, pursuant to applicable laws, rules, regulations and stock exchange listing requirements (including, for greater certainty, the rules and regulations of the TSXV or TSX, as is applicable): (i) meet the independence requirements; and (ii) have the required experience and qualifications as determined by the Board from time to time.

VII. PROCEDURES FOR MEETINGS

The Board shall fix its own procedure at meetings and for the calling of meetings. Meetings of the Board will be held quarterly, or more frequently, as required. Independent directors may meet before or after each Board meeting or more often if required. The independent directors shall decide, at each Board meeting, whether an *in camera* meeting without the non-independent directors and management present, as applicable, is appropriate at such meeting.

The Board may invite any of the Corporation's officers, employees, advisors or any other person to attend meetings of the Board to assist in the discussion and examination of the matters under consideration by the Board.

Directors are expected to attend all meetings of the Board and of the Committees (if applicable) and review, in advance, the meeting materials.

The proceedings and deliberations of the Board and the Committees are confidential. Each director shall maintain, at all times, the confidentiality of all information received in his or her capacity as a director of the Corporation.

VIII. QUORUM AND VOTING

The majority of the Board shall constitute a quorum for the transaction of business at a meeting. For any meeting(s) at which the Board Chair is absent, the Board will, by majority vote, select another director to preside the meeting. At a duly convened meeting, any question shall be decided by a majority of the votes cast.

IX. SECRETARY

Unless otherwise determined by resolution of the Board, the Corporate Secretary or his/her delegate shall act as the secretary of the Board and shall be tasked with taking minutes of the meetings of the Board and do such other things as may be requested by the Board, from time to time.

X. RECORDS

The Board shall keep such records as it may deem necessary of its proceedings.

XI. REVIEW OF CHARTER

The Board shall review and assess the adequacy of this Board Charter at least every three years and at such other times as it considers appropriate, and shall make such changes to this Board Charter as it considers necessary or appropriate.

**APPENDIX “C”
GOVERNANCE AND NOMINATING COMMITTEE CHARTER**

(See attached)



GOVERNANCE AND NOMINATING COMMITTEE CHARTER

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I. PURPOSE

The Governance and Nominating Committee (the “**Committee**”) is a standing committee appointed by the board of directors (“**Board**”) of Tantalus Systems Holding Inc. (the “**Company**”). The Committee is responsible for, among other things as may be delegated by the Board from time to time:

- A. developing our corporate governance policies and principles and providing governance leadership;
- B. identifying individuals qualified to be nominated as members of the Board;
- C. overseeing director orientation and continuing education;
- D. monitoring compliance with the Company’s code of business conduct (the “**Code of Business Conduct**”);
- E. reviewing the structure, composition and mandate of the Board committees; and
- F. valuating the performance and effectiveness of the Board and of the Board committees.

II. PROCEDURES

1. *Number of Members* – The members of the Committee shall be appointed by the Board. The Committee will be composed of not less than three (3) Board members.
2. *Quorum* – The quorum of the Committee shall be at least two (2) members.
3. *Independence* – The Committee shall be constituted at all times of members who are “independent” within the meaning of National Instrument 58-101 – *Disclosure of Corporate Governance Practices* (“**NI 58-101**”). The Board will consider all relevant facts and circumstances in making a determination of independence for each director and, as appropriate, impose independence requirements more stringent than those provided for by NI 58-101 to the extent required by Canadian securities laws, including rules and policies promulgated by the TSX Venture Exchange (“**TSXV**”) and the Toronto Stock Exchange (“**TSX**”).

4. *Appointment and Replacement of Committee Members* – 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 upon ceasing to be a director. The Board may fill vacancies on the Committee by appointing another qualified director to the Committee. The Board shall fill any vacancy if the membership of the Committee is less than three (3) directors. Whenever there is a vacancy on the Committee, the remaining members may exercise all of the Committee’s powers as long as a quorum remains in office. Subject to the foregoing, the members of the Committee shall be appointed by the Board annually and each member of the Committee shall remain on the Committee until his or her successor shall be duly appointed and qualified or his or her earlier resignation or removal.
5. *Committee Chair* – Unless a Chair of the Committee is designated by the full Board, the members of the Committee may designate a Chair by majority vote of the full Committee. The Committee Chair shall be responsible for leadership of the Committee, including preparing the agenda in consultation with other Committee members and members of management, presiding over the meetings, making Committee assignments and reporting to the Board following each meeting and as otherwise necessary or appropriate. If the Committee Chair is not present at any meeting of the Committee, one of the other members of the Committee who is present shall be chosen by the Committee to preside at the meeting. The Committee will report through the Committee Chair to the Board following meetings of the Committee on matters considered by the Committee, its activities and compliance with this Charter.
6. *Conflicts of Interest* – If a Committee member faces a potential or actual conflict of interest relating to a matter before the Committee that member shall be responsible for alerting the Committee Chair. If the Committee Chair faces a potential or actual conflict of interest, the Committee Chair shall advise the Chair of the Board. If the Committee Chair, or the Chair of the Board, as the case may be, concurs that a potential or actual conflict of interest exists, the member faced with such conflict shall disclose to the Committee the member’s interest and shall not participate in consideration of the matter and shall not vote on the matter.
7. *Meetings* – The Committee shall meet regularly and as often as it deems necessary to perform the duties described herein in a timely manner, but not less than three (3) times a year. Meetings may be held at any time deemed appropriate by the Committee. The Committee shall maintain written minutes of its meetings, which will be filed with the meeting minutes of the Board.

III. **RESPONSIBILITIES**

A. **BOARD COMPOSITION AND DIRECTOR NOMINATIONS**

1. The Committee shall:
 - a. identify and recommend to the Board qualified nominees for election or appointment, as the case may be, as directors;
 - b. review from time to time the size of the Board;
 - c. develop and review periodically standards to be applied in making determinations as to the presence or absence of material relationships between a director and the Company and management and make recommendations to enable the Board to function independently of management;
 - d. review periodically the competencies, skills and personal qualities required of directors in order to add value to the Company, in light of:
 - i. the opportunities and risks facing the Company and the Company’s proposed strategy;

- ii. the need to ensure that for purposes of the composition of the Board a majority of the directors are independent directors; and
- iii. the Company's corporate governance policies and Board policies with respect to director tenure, retirement and succession, diversity and the number of boards on which directors may sit;
- e. review periodically the competencies, skills and personal qualities of each existing director, and the contributions made by the director to the effective operation of the Board and review any significant change in the primary occupation of the director;
- f. make recommendations for changes to the composition of the Board as it deems necessary or appropriate; and
- g. recruit and consider candidates for director, including any candidates nominated by shareholders, having regard for the independence, background, employment and qualifications of possible candidates and the alignment of such candidate's competencies, skills and personal qualities with the Company's needs and shareholders' interests.
- h. perform the above items (a) – (g) with the objective to maintain the composition of the Board in a way that provides, in the judgment of the Board, the best mix of skills and experience to provide for the overall stewardship of the Company.

B. SUCCESSION PLANNING AND DEVELOPMENT

1. The Committee shall periodically review with the Chair of the Board and the Chief Executive Officer the succession plans relating to the position of the Chief Executive Officer and generally with respect to other senior positions and make recommendations to the Board with respect to the selection of individuals to occupy these positions.
2. The Committee shall review plans in respect of an unexpected incapacitation of the Chief Executive Officer.
3. The Committee shall oversee the Company's talent management activities with respect to its senior or potential senior positions, including, without limitation, any education and training programs and initiatives with respect to such employees in light of applicable succession planning and the selection of individuals to occupy these positions.

C. CORPORATE GOVERNANCE AND DIVERSITY

1. The Committee is responsible for considering matters of corporate governance and reviewing periodically, the Company's approach to governance issues and its corporate governance policies and, if applicable, recommending to the Board changes to the same.
2. In the event a director submits a resignation for consideration by the Board pursuant to a Board policy, the Committee will recommend to the Board whether or not to accept it.
3. The Committee shall assess any shareholder proposals to be included in the management information circular prepared in connection with any applicable meeting of shareholders and make appropriate recommendations to the Board.
4. The Committee shall oversee the Company's initiatives in promoting diversity in each of its Board and overall workforce, and shall oversee applicable Board and/or workforce diversity policies, programs and initiatives.

D. DIRECTOR PROTECTION

1. The Committee shall assess the director and officer insurance policy of the Company and make recommendations for its renewal or amendment, or the replacement of the insurer.
2. Subject to applicable law and the constating documents of the Company, the Committee is responsible for administering all policies and practices of the Company with respect to the indemnification of directors by the Company and for approving or, in the Committee's sole discretion, recommending that the Board approve, all payments made pursuant to such policies and practices.

E. BUSINESS AND ETHICAL CONDUCT

1. The Committee shall establish and update periodically a Code of Business Conduct for employees, officers and directors of the Company and, in conjunction with the Audit Committee of the Board or representatives thereof, as applicable, monitor, and review management's monitoring of, compliance with the Company's Code of Business Conduct.

F. DIRECTOR ORIENTATION AND CONTINUING EDUCATION

1. The Committee shall oversee the orientation of new directors to familiarize them with the Company's business and operations, including the Company's reporting structure, strategic plans, significant financial, accounting and risk issues and compliance programs and policies, management and the external auditors as well as the expectations of serving as a director. The Committee shall also oversee ongoing educational opportunities for all directors.

G. BOARD EVALUATIONS

1. The Committee shall periodically review and make recommendations to the Board for changes to the mandate for the Board and the position descriptions for the Chair of the Board and other director roles.
2. The Committee shall annually assess the effectiveness of the Board as a whole, having regard for the mandate of the Board, and make recommendations to the Board regarding such assessment.
3. The Committee shall consider the performance of the incumbent members of the Board in determining whether to recommend that they be nominated for re-election, and evaluate and recommend termination of membership of individual directors in accordance with the Company's constating documents for cause or other appropriate reasons.

H. OPERATIONS OF THE BOARD

1. The Committee shall make recommendations respecting succession planning for the Chair of the Board and, in the event of a change in the Chair of the Board, shall make recommendations to the Board respecting the appointment of a new Chair of the Board.
2. The Committee shall review from time to time the charters of the committees of the Board and, if applicable, make recommendations regarding the charters to the Board and recommend timely changes in the role, size, composition and structure of Board committees.

I. COMPLIANCE WITH DISCLOSURE REQUIREMENTS

1. The Committee shall annually review and recommend approval to the Board (if deemed advisable) the disclosure of the Company's corporate governance practices included in the management information circular prepared in connection with the applicable meetings of shareholders, on the Company website and in other public disclosure or communications.

J. GENERAL

1. The Committee shall undertake on behalf of the Board such other corporate governance or nominating initiatives as may be necessary or desirable to enable the Board to provide effective corporate governance for the Company and to otherwise contribute to the success of the Company and enhance shareholder value.
2. The Committee shall perform such other functions as required by law, the Company's constating documents or the Board.

K. EXCEPTIONS

1. The Committee may delegate from time to time to any person or committee any of its responsibilities that may lawfully be delegated.

IV. THIS CHARTER

The Committee shall review and reassess the adequacy of this Charter at least every three years and/or as required by applicable laws or by the TSXV or TSX. This Charter shall be posted on the Company's website.

**APPENDIX “D”
AMENDED AND RESTATED OMNIBUS LONG TERM INCENTIVE PLAN**

(See attached)

**TANTALUS SYSTEMS HOLDING INC.
AMENDED AND RESTATED OMNIBUS LONG TERM INCENTIVE PLAN**

**ARTICLE 1
PURPOSE**

1.1 Purpose

The purpose of the Plan is to provide the Company with a mechanism to attract, retain and motivate qualified Employees, Consultants and Directors of the Company and its Designated Affiliates, whose present and potential contributions are important to the success of the Company and its Designated Affiliates, by offering them an opportunity to participate in the Company's future performance through Share-based awards.

**ARTICLE 2
INTERPRETATION**

2.1 Definitions

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

"Affiliate" means, with respect to any Person, any Person directly or indirectly Controlling, Controlled by or under common Control with such Person;

"Annual Retainer Fees" means the annual retainer which a Director is entitled to receive in a fiscal year for service on the Board, including the annual retainer which a Director is entitled to receive for service as chair of the Board or as chair or a member of any of the Board's committees, and all fees for attending meetings of the Board or any committee thereof;

"Approved Agreement" means an Award Agreement, employment agreement or other written agreement between the Company or a Designated Affiliate and the Participant which has been approved by the CEO (or where the Participant is the CEO, approved by the Board);

"Award" means any Option (including any ISO), Share Appreciation Right, Restricted Share Unit, Performance Share Unit, Deferred Share Unit or Other Share-Based Award granted under the Plan;

"Award Agreement" means a written notice from the Company to a Participant or a signed, written agreement between a Participant and the Company, in a form approved by the Board, evidencing the terms and conditions on which an Award has been granted under the Plan and which need not be identical to any other such notices or agreements;

"Blackout Period" means a trading blackout period formally imposed by the Company pursuant to its internal trading policies as a result of the bona fide existence of undisclosed material information. A Blackout Period does not include any period during which the Company is subject to a cease trade order (or similar order under Securities Laws) in respect of the Company's securities;

"Board" means the board of directors of the Company;

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

"Cause" means:

(a) with respect to a particular Employee:

"cause" or "serious reason" as such term is defined in the Award Agreement or the Employee's written employment agreement with the Participant's Employer (provided that if such term is defined in

both the Award Agreement and the Employee's written employment agreement, the definition in the Award Agreement will govern); or

in the event that (i) does not apply, then "Cause" means any circumstance where an employer can terminate an individual's employment without notice or payment whatsoever

(b) with respect to a particular Consultant:

"cause" or "serious reason" as such term is defined in the Award Agreement or the Consultant's written services agreement with the Company or its Designated Affiliate (provided that if such term is defined in both the Award Agreement and the Consultant's written services agreement, the definition in the Award Agreement shall govern); or

in the event that (i) does not apply, then "Cause" means any circumstances, as described in the written agreement between the Company or a Designated Affiliate and the Consultant, or as provided for pursuant to applicable law, where the Company or Designated Affiliate may terminate the Consultant's engagement without notice or payment whatsoever;

"CEO" means the Chief Executive Officer of the Company;

"Change in Control" means the occurrence of any one or more of the following events:

- (a) any transaction, or series of related transactions, at any time and by whatever means pursuant to which any Person or any group of two or more Persons acting jointly or in concert (other than the Company or a wholly-owned subsidiary of the Company) hereafter acquires the direct or indirect "beneficial ownership" (as defined under applicable Securities Laws) of, or acquires the right to exercise control or direction over, securities of the Company representing more than 50% of the then issued and outstanding voting securities of the Company, including, without limitation, as a result of a take-over bid, an exchange of securities, an amalgamation of the Company with any other entity, an arrangement, a capital reorganization or any other business combination or reorganization;
- (b) the sale, lease, exchange, assignment or other disposition or transfer, in a single transaction or a series of related transactions, of all or substantially all of the assets of the Company to a Person other than a wholly-owned subsidiary of the Company;
- (c) the dissolution or liquidation of the Company, other than in connection with the distribution of assets of the Company to one or more Persons which were wholly-owned subsidiaries of the Company prior to such event;
- (d) the Board determines that a Change in Control shall be deemed to have occurred in such circumstances as the Board shall determine;

provided that, notwithstanding clause (a), (b), (c) and (d) above, a Change in Control will be deemed not to have occurred if immediately following the transaction or series of transactions set forth in clause (a), (b), (c) or (d) above (the "**Transaction**"): (A) the holders of securities of the Company that immediately prior to the consummation of such transaction(s) represented more than 50% of the combined voting power of the then outstanding securities eligible to vote for the election of directors of the Company hold (x) securities of the entity resulting from the Transaction (the "**Surviving Entity**") that represent more than 50% of the combined voting power of the then outstanding securities eligible to vote for the election of directors or trustees ("**voting power**") of the Surviving Entity, or (y) if applicable, securities of the entity that directly or indirectly has beneficial ownership of 100% of the securities eligible to elect directors or trustees of the Surviving Entity (the "**Parent Entity**") that represent more than 50% of the combined voting power of the then outstanding securities eligible to vote for the election of directors or trustees of the Parent Entity, and (B) no Person or group of two or more Persons acting jointly or in concert, is the beneficial owner, directly or indirectly, of more than 50% of the voting power of the Parent Entity (or, if there is no Parent Entity, the Surviving Entity) (any such Transaction which satisfies all of the criteria specified in clauses (A) and (B) above being referred to as a "**Non-Qualifying Transaction**" and, following the Non-Qualifying Transaction, references in this definition of "Change in Control" to the "Company" shall mean and refer to the Parent Entity (or, if there is no Parent Entity,

the Surviving Entity) and, if such entity is a company or a trust, references to the “Board” shall mean and refer to the board of directors or trustees, as applicable, of such entity).

Notwithstanding the foregoing, for purposes of any Award that constitutes “deferred compensation” (within the meaning of Section 409A of the Code), the payment of which would be accelerated upon a Change in Control, a transaction will not be deemed a Change in Control for Awards granted to any Participant who is a U.S. Taxpayer unless the transaction qualifies as a “change in control event” within the meaning of Section 409A of the Code.

Further and for the avoidance of doubt, a transaction will not constitute a Change in Control if: (x) its sole purpose is to change the province, state or jurisdiction of the Company’s incorporation, or (y) its sole purpose is to create a holding company that will be owned in substantially the same proportions by the Persons who held the Company’s securities immediately before such transaction;

“**Code**” means the United States Internal Revenue Code of 1986, as amended from time to time, or any successor statute or statutes thereto. Reference to any specific Code section includes any successor section;

“**Committee**” means the Compensation Committee or such other committee appointed by the Board to administer the Plan, or if no committee is appointed, the Board;

“**Company**” means Tantalus Systems Holding Inc. or any successor corporation;

“**Consultant**” means an individual or a consultant company, other than an Employee or a Director, that:

- (a) is engaged to provide services on a *bona fide* basis to the Company or a Designated Affiliate, other than services provided in relation to a distribution of securities of the Company or a Designated Affiliate;
- (b) provides the services under a written contract with the Company or a Designated Affiliate; and
- (c) spends or will spend a significant amount of time and attention on the affairs and business of the Company or a Designated Affiliate.

For the purposes of this definition, “consultant company” means, with respect to an individual Consultant, (i) a company of which the individual Consultant is an employee or shareholder; or (ii) a partnership of which the individual consultant is an employee or partner.

A Consultant who is a resident of the United States will not be eligible for the grant of an Award if, on the Date of Grant, either the offer or sale of the Company’s securities is not exempt under the United States Securities Act of 1933, as amended, unless the Company determines that such Award need not comply with the requirements of Rule 701 and will satisfy another exemption under Securities Laws;

“**Control**” means the relationship whereby a Person is considered to be “Controlled” by a Person if:

- (a) in the case of a Person,
 - voting securities of the first-mentioned Person carrying more than 50% of the votes for the election of directors are held, directly or indirectly, otherwise than by way of security only, by or for the benefit of the second-mentioned Person; and
 - the votes carried by the securities are entitled, if exercised, to elect a majority of the directors of the first mentioned Person;
- (b) in the case of a partnership that does not have directors, other than a limited partnership, the second-mentioned Person holds more than 50% of the interests in the partnership; or
- (c) in the case of a limited partnership, the general partner is the second-mentioned Person.

“Date of Grant” means, for any Award, the date specified by the Board at the time it grants the Award (which, for greater certainty, must be no earlier than the date on which the Board approves the grant of such Award) or if no such date is specified, the date upon which the Award was approved by the Board. The Date of Grant for DSUs granted pursuant to an election to defer Annual Retainer Fees means the date on which the Annual Retainer Fees would be payable if an election to defer had not been made in respect of such fees;

“Deferred Share Unit” or **“DSU”** means a unit equivalent in value to a Share, credited by means of a bookkeeping entry in the books of the Company in accordance with Article 8;

“Designated Affiliate” means each Affiliate of the Company as designated by the Board for purposes of the Plan from time to time;

“Director” means a director of the Company or a Designated Affiliate who is not an Employee or a Consultant;

“Disability” means the mental or physical state of a Participant such that:

- (a) the Board, other than such Participant, determines that such individual has been unable, due to illness, disease, mental or physical disability or similar cause, to fulfil their obligations as an Employee, Consultant or Director of the Company or a Designated Affiliate either for any consecutive six (6) month period or for any period of eight (8) months (whether or not consecutive) in any consecutive 12 month period where such impairment is expected to continue to prevent the individual from performing their duties to the Company or a Designated Affiliate for the reasonably foreseeable future (with or without accommodation in accordance with applicable law); or
- (b) a court of competent jurisdiction has declared such individual to be mentally incompetent or incapable of managing their affairs;

“Effective Date” means the effective date of the Plan, being June 10, 2022;

“Eligible Participant” means an Employee, Consultant or Director;

“Employee” means an individual who is considered an employee of the Company or a Designated Affiliate for purposes of source deductions under applicable tax or social welfare legislation;

“ESL” means the employment standards legislation, as amended or replaced, applicable to a Participant who is an Employee;

“Exchange” means the TSX and any other stock exchanges on which the Shares are or may be listed from time to time;

“Exercise Notice” means a notice in writing, signed by a Participant and stating the Participant’s intention to exercise a particular Option or SAR;

“Exercise Price” means the price at which a Share may be purchased pursuant to the exercise of an Option as specified in the Award Agreement;

“Expiry Date” means the expiry date specified in the Award Agreement (which shall not be later than the tenth (10th) anniversary of the Date of Grant) or, if not so specified, means the tenth (10th) anniversary of the Date of Grant;

“including” means including without prejudice to the generality of any description, definition, term or phrase preceding that word, and the word “include” and its derivatives will be construed accordingly;

“In-the-Money Amount” with respect to an Option or SAR as of any day is the amount, if any, by which the Market Price of a Share on such date exceeds the Exercise Price or SAR Price, as applicable.

“Insider” means an “insider” as defined by the TSX from time to time in its rules and regulations governing Security Based Compensation Arrangements and other related matters;

“**ISOs**” has the meaning set forth in Section 4.6;

“**ITA**” means the *Income Tax Act* (Canada);

“**Market Price**” means, at any date in respect of the Shares, the closing price of such Shares on the TSX (and if listed on more than one Exchange and the closing price on another Exchange is higher, then the highest of such closing prices) on the Business Day immediately preceding the applicable date;

“**NI 45-106**” means National Instrument 45-106 *Prospectus and Registration Exemptions*, as amended from time to time;

“**Non-Qualifying Option**” means an Option which is not eligible for the deduction pursuant to paragraph 110(1)(d) of the ITA;

“**Option**” means a right to purchase Shares granted under Section 4.1;

“**Other Share-Based Award**” means any right granted under Section 9.1;

“**Participant**” means an Employee, Consultant or Director to whom an Award has been granted under the Plan and their Permitted Assigns;

“**Participant’s Employer**” means the Company or Designated Affiliate, as applicable, which employs the Employee or, in the case of a Participant that has ceased to be an Employee, which employed the Participant immediately prior to such cessation;

“**Performance Criteria**” means such financial, corporate, divisional and/or personal performance criteria as may be set out in the Award Agreement, which may be applied to the Company as a whole, any Affiliate of the Company or any business unit of the Company or any Affiliate of the Company, either individually, alternatively or in any combination, and measured in either total, incremental or cumulatively over the specified Performance Period on an absolute basis or relative to a pre-established target, to previous years’ results or to a designated comparison group;

“**Performance Multiplier**” means the multiplier applicable to an Award of PSUs, which may range from 0 to 200% depending on the level of achievement of the applicable Performance Criteria;

“**Performance Period**” means the performance period applicable to an Award of PSUs as specified in the Award Agreement.

“**Performance Share Unit**” or “**PSU**” means a right to receive a Share granted under Section 7.1;

“**Permitted Assign**” has the meaning assigned to that term in NI 45-106;

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

“**Plan**” means this Omnibus Long Term Incentive Plan, as may be amended or amended and restated from time to time;

“**Qualifying Option**” means an Option which is eligible for the deduction pursuant to paragraph 110(1)(d) of the ITA;

“**Restricted Share Unit**” or “**RSU**” means a right to receive a Share granted under Section 6.1;

“**Retirement**” means a Participant’s termination from active employment with the Participant’s Employer (other than for Cause or where facts that could give rise to Cause exist) where:

- (a) in the case of the CEO and the CEO's direct reports, the Employee's retirement has been approved by the Board and the Employee complies with such conditions as the Board may require in connection with its approval; or, in the case of all other Participants, the Participant (i) has (A) attained age 65 or, (B) reached age 55 with at least 10 years of service, or (ii) has achieved such lesser age and/or service thresholds as the Board may determine;
- (b) the Participant has given the Participant's Employer formal notice of the Participant's intention to retire at least six (6) months (or such longer period as may be specified in the Participant's employment agreement) in advance, or such lesser advance notice as the Board may approve in its discretion;
- (c) the Participant is not paid or entitled to receive any termination pay, severance pay, retiring allowance or equivalent in connection with the Participant's termination of employment; and
- (d) the Participant has complied with such transitional activities as may be reasonably required by the Participant's Employer during the period from the date notice of the Participant's intention to retire has been given until the date the Participant ceases active employment with the Company and its Affiliates;

"SAR Price" means the floor price per Share at which a SAR may be exercised;

"Securities Laws" means securities legislation, securities regulation and securities rules, as amended, and the policies, notices, instruments and blanket orders in force from time to time that govern or are applicable to the Company or to which it is subject;

"Security Based Compensation Arrangement" has the meaning given to that term in the Company Manual of the TSX, as amended from time to time;

"Settlement Date" has the meaning given to it in Section 8.4;

"Share" means a common share in the capital of the Company as constituted on the Effective Date or after an adjustment contemplated by Article 12, such securities to which the holder of an Award may be entitled as a result of such adjustment;

"Share Appreciation Right" or **"SAR"** means a right of a Participant evidenced by a bookkeeping entry to receive an amount equal to the excess of the Market Price of a Share at the date of exercise of the SAR over the SAR Price as described in Section 5.1;

"Termination Date" means:

- (a) in the case of an Employee whose employment or term of office with the Company or a Designated Affiliate terminates (regardless of whether the termination is lawful or unlawful, with or without Cause, and whether it is the Employee or the Company or the Designated Affiliate that initiates the termination), the later of: (i) if and only to the extent required to comply with the minimum standards of the ESL, the last day of the applicable minimum statutory notice period applicable to the Participant pursuant to the ESL, if any; and (ii) the date that is designated by the Participant's Employer, as the last day of the Participant's employment or term of office with the Participant's Employer provided that in the case of the Participant's resignation, such date shall not be earlier than the date notice of resignation was given; and, in the case of either (i) or (ii), without regard to any applicable period of reasonable notice or contractual notice to which the Participant may claim to be entitled under common law, civil law or pursuant to contract in respect of a period which follows the last day that the Participant actually and actively provides services to the Participant's Employer as specified in the notice of termination provided by the Participant's Employer. For the avoidance of any doubt, the parties intend to displace any presumption that the Participant is entitled to reasonable notice of termination under common law or civil law in connection with the Plan; or
- (b) in the case of a Consultant, the date that is designated, if any, by the Company or a Designated Affiliate as the date on which the Participant's consulting engagement is terminated, provided that in the case of voluntary termination by the Participant of the Participant's consulting engagement, such date shall not be

earlier than the date that notice of voluntary termination was given and, in any case, without regard to any applicable period of reasonable notice or contractual notice to which the Participant may claim to be entitled under common law, civil law or pursuant to contract in respect of a period which follows the last day that the Participant actually and actively provides services to the Company or the Designated Affiliate as specified in the notice of termination. For the avoidance of any doubt, the parties intend to displace any presumption that the Participant is entitled to reasonable notice of termination under common law or civil law in connection with the Plan; or

- (c) in the case of a Director whose service with the Company or a Designated Affiliate terminates in the circumstances set out in Section 11.6, the date that is designated by the Company or the Designated Affiliate as the date on which the Participant's service is terminated, provided that in the case of resignation by the Participant, such date shall not be earlier than the date notice of resignation was given; or
- (d) In the event that the Participant's death occurs prior to the date determined pursuant to (a), (b) or (c) above, the date of the Participant's death;

“**TSX**” means the Toronto Stock Exchange;

“**U.S.**” means the United States of America; and

“**U.S. Taxpayer**” means a Participant who, with respect to an Award, is subject to taxation under applicable U.S. tax laws.

2.2 Interpretation

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

ARTICLE 3 ADMINISTRATION

3.1 Administration

Subject to Section 3.2, the Plan will be administered by the Board who has sole and complete authority, in its discretion, to:

- (a) determine the individuals among Eligible Participants to whom grants under the Plan may be made;
- (b) make grants of Awards under the Plan relating to the issuance of Shares (including any combination of different types of Awards) in such amounts, to such Eligible Participants and, subject to the provisions of the Plan, on such terms and conditions as it determines including:
 - the time or times at which Awards may be granted;
 - the conditions under which:
 - Awards may be granted to Eligible Participants; or
 - Awards may be forfeited to the Company,
 - including any conditions relating to the attainment of specified Performance Criteria and the applicable Performance Multiplier;
 - the number of Shares to be covered by any Award;
 - the price, if any, to be paid by a Participant in connection with the purchase of Shares covered by any Award;
 - whether restrictions or limitations are to be imposed on the Shares issuable pursuant to grants of any Award, and the nature of such restrictions or limitations, if any; and
 - any acceleration of exercisability or vesting, or waiver of termination regarding any Award, based on such factors as the Board may determine;
- (c) determine whether each Option is to be an ISO or a nonqualified stock option for purposes of the Code;
- (d) determine whether each Option is to be a Qualifying Option or a Non-Qualifying Option for purposes of the ITA;
- (e) establish the form or forms of Award Agreements;
- (f) cancel, amend, adjust or otherwise change any Award under such circumstances as the Board may consider appropriate in accordance with the provisions of the Plan;
- (g) construe and interpret the Plan and all Award Agreements;
- (h) adopt, amend, prescribe and rescind administrative guidelines and other rules and regulations relating to the Plan, including rules and regulations relating to sub-plans established for the purpose of satisfying applicable foreign laws or for qualifying for favorable tax treatment under applicable foreign laws; and
- (i) make all other determinations and take all other actions necessary or advisable for the implementation and administration of the Plan.

3.2 Delegation to Committee

To the extent permitted by applicable law, the Board may, from time to time, delegate to the Committee all or any of the powers conferred on the Board pursuant to the Plan, including the power to sub-delegate to any specified officer(s) of the Company or its Designated Affiliates all or any of the powers delegated by the Board. In such event, the Committee or any sub-delegate will exercise the powers delegated to it in the manner and on the terms authorized by the delegating party.

3.3 Determinations Binding

Any decision made or action taken by the Board, the Committee or any officers or employees to whom authority has been delegated pursuant to Section 3.2 arising out of or in connection with the administration or interpretation of the Plan is final, conclusive and binding on the Company, the affected Participant(s), their legal and personal representatives and all other Persons.

3.4 Eligibility

All Employees, Consultants and Directors are eligible to participate in the Plan, subject to Article 11. Eligibility to participate does not confer upon any Eligible Participant any right to receive any grant of an Award pursuant to the Plan. The extent to which any Eligible Participant is entitled to receive a grant of an Award pursuant to the Plan will be determined in the sole and absolute discretion of the Board. The Board will determine in its sole discretion whether any Person is a bona fide Employee, Consultant or Director, as applicable, for the purposes of the Plan.

3.5 Compliance with Securities Laws

Any Award granted under the Plan will be subject to the requirement that, if at any time the Company determines that the listing, registration or qualification of the Shares issuable pursuant to such Award upon any securities exchange or under any Securities Laws of any jurisdiction, or the consent or approval of an Exchange (if then listed on an Exchange) and any securities commissions or similar securities regulatory bodies having jurisdiction over the Company is necessary as a condition of, or in connection with, the grant or exercise of such Award or the issuance or purchase of Shares thereunder, such Award may not be accepted or exercised in whole or in part unless such listing, registration, qualification, consent or approval has been effected or obtained on conditions acceptable to the Board. Nothing herein will be deemed to require the Company to apply for or to obtain such listing, registration, qualification, consent or approval. **Participants agree, to the extent applicable, to cooperate with the Company in complying with such legislation, rules, regulations and policies and will have no claim or cause of action against the Company or any of its officers or directors as a result of any failure by the Company to obtain or to take any steps to obtain any such registration, qualification, consent or approval.**

3.6 Total Shares Subject to Awards

- (a) Subject to adjustment as provided for in Article 12 and any subsequent amendment to the Plan, the aggregate number of Shares reserved for issuance pursuant to Awards granted under the Plan, together with any other Security Based Compensation Arrangement, shall not exceed twenty percent (20%) of the Shares issued and outstanding from time to time; provided that the maximum aggregate number of Shares reserved for issuance pursuant to ISOs granted under the Plan shall not exceed 8,917,839 Shares.
- (b) To the extent any Awards (or portion(s) thereof) under the Plan terminate or are cancelled for any reason prior to exercise or settlement in full or are settled in cash, the Shares subject to such Awards (or portion(s) thereof) will be added back to the number of Shares reserved for issuance under the Plan and will again become available for issuance pursuant to the exercise or settlement of Awards granted under the Plan.
- (c) The number of Shares available for issuance pursuant to the exercise or settlement of Awards granted under the Plan will not be reduced by: (i) any Shares issued by the Company through the assumption or substitution of outstanding stock options or other equity-based awards from an entity acquired by the Company; or (ii) any Shares issued by the Company pursuant to an inducement award in accordance with Section 613(c) of the TSX Company Manual.

3.7 Limits on Grants of Awards

Notwithstanding anything in the Plan:

- (a) The aggregate number of Shares:

issuable to Insiders at any time, under all of the Company's Security Based Compensation Arrangements, shall not exceed fifteen percent (15%) of the issued and outstanding Shares; and

issued to Insiders within any one year period, under all of the Company's Security Based Compensation Arrangements, shall not exceed fifteen percent (15%) of the issued and outstanding Shares.

- (b) Notwithstanding Subsection 3.7(a), the acquisition of Shares by the Company for cancellation shall not constitute non-compliance with Subsection 3.7(a) for any Awards outstanding prior to such purchase of Shares for cancellation.
- (c) The aggregate number of Shares issuable to any one Participant under all of the Company's Security Based Compensation Arrangements shall not exceed ten percent (10%) of the issued and outstanding Shares.

3.8 Award Agreements

Each Award under the Plan will be evidenced by an Award Agreement. Each Award Agreement will be subject to the applicable provisions of the Plan and will contain such provisions as are required by the Plan and any other provisions that the Board may direct. The Board shall authorize and empower any director or officer of the Company to execute and deliver, for and on behalf of the Company, an Award Agreement to each Participant.

3.9 Permitted Assigns

Awards (other than ISOs) may be transferred by a Participant to a Permitted Assign. In any such case, the provisions of Article 11 will apply to the Award as if the Award was held by the Participant rather than such Participant's Permitted Assign.

3.10 Non-Transferability of Awards

Subject to Section 4.6, except as permitted under Section 3.9, no assignment or transfer of Awards, whether voluntary, involuntary, by operation of law or otherwise, vests any interest or right in such Awards whatsoever in any assignee or transferee and immediately upon any assignment or transfer, or any attempt to make the same, such Awards will terminate and be of no further force or effect.

ARTICLE 4 OPTIONS

4.1 Grant of Options

The Board may, from time to time, subject to the provisions of the Plan and such other terms and conditions as the Board may prescribe, grant Options to any Eligible Participant. The terms and conditions of each Option grant will be evidenced by an Award Agreement.

4.2 Exercise Price

The Board will establish the Exercise Price at the time each Option is granted, which Exercise Price must in all cases be not less than the Market Price on the Date of Grant.

4.3 Term of Options

Subject to any accelerated termination as set forth in the Plan or the Participant's Award Agreement, each Option expires on its Expiry Date.

4.4 Vesting

- (a) Each Option will vest and be exercisable in the manner set out in the applicable Award Agreement, subject to the Participant's Termination Date not occurring prior to the date on which the Option vests, or as otherwise approved by the Board. If the applicable Award Agreement does not specify the manner in which an Option will vest and be exercisable, the Option will vest and be exercisable in accordance with the following schedule: (i) twenty-five percent (25%) of the Shares underlying the Option will vest and become exercisable on the first anniversary of the Date of Grant; and (ii) the remaining seventy-five percent (75%) of the Shares underlying the Option will vest and become exercisable in 36 equal monthly instalments commencing one full calendar month after the first anniversary of the Date of Grant and monthly thereafter until the fourth anniversary of the Date of Grant, subject to the Participant's Termination Date not occurring prior to the date on which the Option vests.
- (b) Once a portion of an Option becomes vested, it will remain vested and exercisable, in whole or in part, until expiration or termination of the Option, unless otherwise provided in the Plan or approved by the Board. The Board has the right to accelerate the date upon which any portion of any Option becomes exercisable.
- (c) The Board may provide at the time of granting an Option that the exercise of that Option is subject to restrictions, in addition to those specified in this Section 4.4, such as performance-based vesting conditions.

4.5 Exercise of Options and Payment of Exercise Price

Subject to the provisions of the Plan and any Award Agreement, a Participant may exercise an Option by delivering a fully completed Exercise Notice to the Company. The Exercise Notice must be accompanied by payment in full of the purchase price for the Shares to be purchased. The Exercise Price must be fully paid by certified cheque, bank draft or money order payable to the Company or by such other means as might be specified from time to time by the Board, which may include (i) through an arrangement with a broker approved by the Company (or through an arrangement directly with the Company) whereby payment of the Exercise Price is accomplished with the proceeds of the sale of Shares deliverable upon the exercise of the Option, or (ii) through any cashless exercise process as may be approved by the Board, or any combination of the foregoing methods of payment.

No Shares will be issued or transferred until full payment therefor has been received by the Company.

4.6 Incentive Stock Options

The following provisions apply, in addition to the other provisions of the Plan which are not inconsistent therewith, to Options intended to qualify as incentive stock options ("ISOs") under section 422 of the Code:

- (a) Options may be granted as ISOs only to individuals who are employees of the Company or any present or future "subsidiary corporation" or "parent corporation" as those terms are defined in section 424 of the Code (collectively, "**Related Companies**") and ISOs may not be granted to non-employee directors or independent contractors;
- (b) for purposes of Section 4.6, "Disability" means "permanent and total disability" as defined in section 22(e)(3) of the Code;
- (c) if a Participant ceases to be employed by the Company and/or all Related Companies other than by reason of death or Disability, Options will be eligible for treatment as ISOs only if exercised no later than three months following such termination of employment;
- (d) the Exercise Price in respect of Options granted as ISOs to employees who own more than 10% of the combined voting power of all classes of stock of the Company or a Related Company (a "**10% Shareholder**") must be not less than 110% of the fair market value per Share on the Date of Grant

and the term of any ISO granted to a 10% Shareholder must not exceed five (5) years measured from the Date of Grant;

- (e) Options held by a Participant will be eligible for treatment as ISOs only if the fair market value (determined at the Date of Grant) of the Shares with respect to which such Options and all other options intended to qualify as “incentive stock options” under section 422 of the Code held by such individual and granted under the Plan or any other plan of a Related Company and which are exercisable for the first time by such individual during any one calendar year does not exceed US\$100,000;
- (f) by accepting an Option granted as an ISO under the Plan, the Participant agrees to notify the Company in writing immediately after such Participant makes a “Disqualifying Disposition” of any shares acquired pursuant to the exercise of such ISO; for this purpose, a Disqualifying Disposition is any disposition occurring on or before the later of (a) the date two years following the date the ISO was granted or (b) the date one year following the date the ISO was exercised;
- (g) notwithstanding that the Plan shall be effective when adopted by the Board, no ISO granted under the Plan may be exercised until the Plan is approved by the Company’s shareholders and, if such approval is not obtained within 12 months after the date of the Board’s adoption of the Plan, then all ISOs previously granted will terminate and cease to be outstanding and the provisions of this Section 4.6 will cease to have effect; furthermore, the Board will obtain shareholder approval within 12 months before or after any increase in the total number of Shares that may be issued under the Plan pursuant to Awards intended to be ISOs or any change in the class of employees eligible to receive ISOs under the Plan;
- (h) no modification of an outstanding Option that would provide an additional benefit to a Participant, including but not limited to a reduction of the Exercise Price or extension of the exercise period, will be made without consideration and disclosure of the likely U.S. federal income tax consequences to the Participants affected thereby; and
- (i) ISOs are neither transferable nor assignable by the Participant other than by will or the laws of descent and distribution and may be exercised, during the Participant’s lifetime, only by such Participant.

4.7 Surrender of Options

In lieu of exercising a vested Option (other than an ISO), the Participant may elect to surrender all or part of the Option for cancellation to the Company in consideration for the In-the-Money Amount of the Option. In consideration of the surrender of the vested Option or portion of such vested Option, the Participant may request that satisfaction of the In-the-Money Amount be made in the form of (i) a lump sum cash payment (a “Cash Amount”), (ii) the issuance by the Company of such number of Shares having an aggregate Market Price equal to the In-the-Money Amount (rounded down to the nearest whole number) or (iii) a combination of (i) and (ii). Notwithstanding that a Participant may have elected to receive a Cash Amount for the surrender of the Option or a portion thereof, the Company may choose instead to satisfy the Cash Amount by issuing to the Participant such number of Shares having an aggregate Market Price equal to the Cash Amount (rounded down to the nearest whole number). Upon settlement of the In-the-Money Amount of any surrendered Option or portion thereof, such Option or portion thereof will be cancelled forthwith. The Company may elect to forego any deduction in respect of Qualifying Options in accordance with subsection 110(1.1) of the ITA.

ARTICLE 5 SHARE APPRECIATION RIGHTS

5.1 Grant of SARs

The Board may, from time to time, grant SARs in conjunction with the granting of Options, or on a stand-alone basis, to any Eligible Participant. A SAR entitles the Participant, upon exercise of the SAR, to receive Shares (rounded down to the nearest whole number) from the Company with an aggregate Market Price on the date of exercise equal to the

product of (1) the number of SARs or portion thereof, exercised and (2) the In-the-Money Amount of the SAR. The terms and conditions of any SAR grant will be evidenced by an Award Agreement.

5.2 SAR Price

The SAR Price will be as determined by the Board but in any event will be no less than the Market Price of a Share on the Date of Grant.

5.3 Tandem SARs

- (a) Where SARs are granted in conjunction with the granting of Options, the SAR Price will be the same as the Exercise Price, the number of Shares in respect of which the SAR may be exercised will be the same as the number of Shares issuable upon exercise of the related Option and the terms for the vesting of the tandem SARs will be the same as the terms for the vesting of the Options to which they relate.
- (b) Upon the exercise of SARs or any portion thereof, any Options granted in conjunction with tandem SARs are terminated to the extent of such exercise. Upon the exercise of Options or any portion thereof, any tandem SARs granted in conjunction with such Options are terminated to the extent of such exercise.

5.4 Term of SARs

Subject to any accelerated termination as set forth in the Plan or the Participant's Award Agreement, each SAR expires on its Expiry Date.

5.5 Vesting and Exercisability

- (a) Each SAR will vest and be exercisable in the manner set out in the applicable Award Agreement, subject to the Participant's Termination Date not occurring prior to the date on which the SAR vests, as applicable or as otherwise approved by the Board.
- (b) Once an instalment becomes vested, it will remain vested and exercisable, in whole or in part, until expiration or termination of the SAR, unless otherwise approved by the Board. The Board has the right to accelerate the date upon which any instalment of any SAR becomes exercisable.
- (c) Subject to the provisions of the Plan and any Award Agreement, a Participant may exercise a SAR by delivering a fully completed Exercise Notice to the Company.
- (d) The Board may provide at the time of granting a SAR that the exercise of that SAR is subject to restrictions, in addition to those specified in Section 5.5, such as performance-based vesting conditions.

ARTICLE 6 RESTRICTED SHARE UNITS

6.1 Grant of RSUs

The Board may, from time to time, subject to the provisions of the Plan and such other terms and conditions as the Board may prescribe, grant RSUs to any Eligible Participant. The terms and conditions of each RSU grant will be evidenced by an Award Agreement.

6.2 Vesting of RSUs

The Board has the authority to determine at the time of grant, in its sole discretion, the duration of the vesting period and other vesting terms applicable to the grant of RSUs. Unless otherwise specified in the Award Agreement, RSUs

will vest on the third (3rd) anniversary of the Date of Grant, subject to the Participant's Termination Date not occurring prior to the date on which the RSUs vest, or as otherwise approved by the Board.

6.3 Settlement of RSUs

Unless otherwise specified in the Award Agreement, as soon as practicable following the expiry of the applicable vesting period, or at such later date as may be determined by the Board in its sole discretion at the time of grant, the Company will issue to the Participant one fully paid and non-assessable Share in respect of each vested RSU.

ARTICLE 7 PERFORMANCE SHARE UNITS

7.1 Grant of PSUs

The Board may, from time to time, subject to the provisions of the Plan and such other terms and conditions as the Board may prescribe, grant PSUs to any Eligible Participant. The terms and conditions of each PSU grant will be evidenced by an Award Agreement.

7.2 Performance Criteria

The Award Agreement in respect of an Award of PSUs will specify the applicable Performance Period, the applicable Performance Criteria, the weighting of each Performance Criteria (if there is more than one Performance Criteria), and how the Performance Multiplier will be applied to each Performance Criteria based on the applicable level of achievement.

Following the end of the applicable Performance Period in respect of an Award of PSUs, the Board, in its sole discretion, will determine the level of achievement of the applicable Performance Criteria.

7.3 Vesting

The Board has the authority to determine at the time of grant, in its sole discretion, the duration of the vesting period and other vesting terms applicable to the grant of PSUs. Subject to the Participant's Termination Date not occurring prior to the applicable vesting date, or as otherwise approved by the Board, the number of PSUs that will vest on the applicable vesting date will be determined by multiplying (i) the number of PSUs in respect of the applicable Performance Period by (ii) the applicable Performance Multiplier, rounded down to the nearest whole number.

7.4 Settlement of PSUs

Unless otherwise specified in the Award Agreement, as soon as practicable following the applicable Performance Period, or at such later date as may be determined by the Board in its sole discretion at the time of grant, the Company will issue to the Participant one fully paid and non-assessable Share in respect of each vested PSU.

ARTICLE 8 DEFERRED SHARE UNITS

8.1 Grant of Deferred Share Units

The Board may, from time to time, subject to the provisions of the Plan and such other terms and conditions as the Board may prescribe, grant DSUs to any Eligible Participant. In addition, the Board may permit Directors to elect to receive all or a portion of their Annual Retainer Fees in the form of DSUs as described in Section 8.2.

All DSUs received by a Participant will be credited to an account maintained for the Participant on the books of the Company, as of the Date of Grant. The terms and conditions of each DSU grant will be evidenced by an Award Agreement.

8.2 Method of Electing Board DSUs

At the discretion of the Board, Directors may elect to receive all or a portion of their Annual Retainer Fees in the form of DSUs by completing and delivering a duly completed election on the prescribed form by no later than the last day of the Company's fiscal year with respect to the Annual Retainer Fees for the following fiscal year, provided that for any Director who becomes a Participant during a subsequent fiscal year, elections must be made as soon as practicable but in any event not later than 30 days after becoming a Director (and in the case of Directors who are U.S. Taxpayers, such election may only relate to Annual Retainer Fees not yet earned at the date of such election). Elections for a fiscal year are irrevocable with respect to such fiscal year and will remain in effect for subsequent fiscal years (to the extent accepted by the Board prior to the commencement of any subsequent fiscal year) unless the Director otherwise provides written notice to the Company prior to the commencement of any subsequent fiscal year (with respect to such subsequent fiscal year). Delivery of a written election form constitutes acceptance by the Director of all terms and conditions of the Plan.

The number of DSUs to be credited to the account of a Director who elects to receive DSUs pursuant to this Section 8.2 will be calculated by dividing the dollar amount on a Date of Grant to be received by the Director as DSUs by the Market Price of a Share on such Date of Grant.

8.3 Vesting

DSUs granted pursuant to the election described in Section 8.2 will be immediately vested on the Date of Grant. The Board has the authority to determine at the time of grant, in its sole discretion, vesting terms applicable to DSUs granted other than pursuant to the election described in Section 8.2.

8.4 Settlement of DSUs

DSUs will be settled on the date established in the Award Agreement or as soon as practicable thereafter (the "**Settlement Date**"); provided, however that in no event will a DSU be settled prior to the applicable Participant's Termination Date. If the Award Agreement does not establish a date for the settlement of the DSUs, then the Settlement Date will be the 90th day following the Participant's Termination Date, subject to the delay that may be required under Section 13.1 below. On the Settlement Date for any vested DSUs, the Company will issue to the Participant one fully paid and non-assessable Share in respect of each vested DSU.

ARTICLE 9 OTHER SHARE-BASED AWARDS

9.1 Grant of Other Share-Based Awards

The Board may, from time to time, subject to the provisions of the Plan and such other terms and conditions as the Board may prescribe, grant Other Share-Based Awards to any Eligible Participant. The terms and conditions of each Other Share-Based Award grant will be evidenced by an Award Agreement. Each Other Share-Based Award shall consist of a right (a) which is other than an Option, SAR, RSU, PSU or DSU and (b) which is denominated or payable in, valued in whole or in part by reference to, or otherwise based on or related to, Shares (including, without limitation, securities convertible into Shares) as are deemed by the Board to be consistent with the purposes of the Plan; provided, however, that such right will comply with applicable law (including applicable Securities Laws) and be subject to TSX approval. Shares or other securities delivered pursuant to a purchase right granted under this Section 9.1 will be purchased for such consideration, which may be paid by such method or methods and in such form or forms, including, without limitation, cash, Shares, other securities, other Awards, other property, or any combination thereof, as the Board determines.

ARTICLE 10 ADDITIONAL AWARD TERMS

10.1 Dividend Equivalents

- (a) Unless otherwise determined by the Board and set forth in the particular Award Agreement, RSUs, PSUs and DSUs will be credited with dividend equivalents in the form of additional RSUs, PSUs

and DSUs, respectively, as of each dividend payment date in respect of which normal cash dividends are paid on Shares. Such dividend equivalents shall be computed by dividing: (i) the amount obtained by multiplying the amount of the dividend declared and paid per Share by the number of RSUs, PSUs and DSUs, as applicable, held by the Participant on the record date for the payment of such dividend, by (ii) the Market Price at the close of the first Business Day immediately following the dividend record date, with fractions computed to three decimal places. Dividend equivalents credited to a Participant's accounts will be subject to the same vesting and other terms as the RSUs, PSUs and DSUs to which they relate.

- (b) The foregoing does not obligate the Company to declare or pay dividends on Shares and nothing in the Plan shall be interpreted as creating such an obligation.

10.2 Blackout Period

If an Award is scheduled to expire or be settled during a Blackout Period or within five Business Days following the expiry of such Blackout Period, then, notwithstanding any other provision of the Plan, unless the delayed expiration would result in tax penalties, the Award shall expire ten (10) Business Days after the trading Blackout Period is lifted by the Company. For greater certainty, in the absence of the Company formally imposing a Blackout Period, the Expiry Date of any options will not be automatically extended in any circumstances.

10.3 Withholding Taxes

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

10.4 Recoupment

Notwithstanding any other terms of the Plan, Awards may be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of any clawback, recoupment or similar policy adopted by the Company or an Affiliate of the Company and in effect at the Date of Grant of the Award, or as otherwise required by law or the rules of an Exchange (if then listed on an Exchange) and the Participant will not be entitled to any damages or other compensation in respect of any Awards subject to such policy. The Committee may at any time waive the application of this Section 10.4 to any Participant or category of Participants.

10.5 Cash Settlement Alternative

- (a) With respect to Awards other than Options, the Participant may, in the Participant's discretion, by giving a written notice specifying the proportion of the Award to be paid in cash (a "Cash Notice") to the Company not less than 30 days prior to any vesting date of the Award, choose to receive, in lieu of newly-issued Shares delivered pursuant to the terms of the Award, a lump sum cash payment from the Company equal to the proportion of the Award to be paid in cash as specified in the Cash Notice multiplied by the number of Shares to be issued pursuant to the Award on the vesting date (after giving effect to the Performance Multiplier for any PSU) multiplied by the Market Price of a Share on the vesting date. In accordance with Subsection 3.6(b), the Shares subject to the

surrendered Award (or portion thereof) shall be added back to the number of Shares reserved for issuance under the Plan.

- (b) Notwithstanding the delivery of a Cash Notice pursuant to Subsection 10.5(a), the Company may choose instead to issue Shares to the Participant instead of making a lump sum cash payment to the Participant. If the Company should choose to do so, the Cash Notice shall be deemed to be withdrawn.

ARTICLE 11 EFFECT OF TERMINATION OF EMPLOYMENT OR ENGAGEMENT

11.1 Death or Disability

Unless otherwise specified in an Approved Agreement or otherwise determined by the Board, if a Participant's employment or engagement is terminated due to the Participant's death or Disability:

- (a) all Awards immediately vest;
- (b) any Performance Criteria assigned to an Award will be deemed to have been met and any Performance Multiplier deemed to be 100%;
- (c) such Participant's eligibility to receive further grants of Awards under the Plan ceases;
- (d) each Award other than an Option or SAR held by the Participant that has vested as of the Termination Date will be settled in accordance with its terms;
- (e) each Option or SAR held by the Participant will continue to be exercisable by the Participant or the Participant's estate, as applicable, until the earlier of (i) its Expiry Date and (ii) the date that is 12 months after the Termination Date or the date of death, as applicable, and, if such Option or SAR is not exercised on or before such date, it will be immediately forfeited and cancelled and neither the Participant nor the Participant's estate will be entitled to any damages or other amounts in respect of any such forfeiture and cancellation in connection with the Participant's death or Disability.

11.2 Termination of Employment or Services as a Consultant other than for Cause

Unless otherwise specified in an Approved Agreement or otherwise determined by the Board, where, in the case of an Employee or Consultant, a Participant's employment or engagement as a Consultant is terminated by the Company or a Designated Affiliate other than for Cause (whether such termination is lawful or unlawful and whether it occurs with or without any or adequate notice, or with or without compensation in lieu of such notice), then:

- (a) each Option or SAR held by the Participant that has vested as of the Termination Date will continue to be exercisable by the Participant until the earlier of: (i) its Expiry Date; and (ii) the date that is 90 days after the Termination Date, and if such Option or SAR is not exercised on or before such date, it will be immediately forfeited and cancelled;
- (b) each Award other than an Option or SAR held by the Participant that has vested as of the Termination Date will be settled in accordance with its terms;
- (c) any Award held by the Participant that has not vested as of the Termination Date will be immediately forfeited and cancelled as of the Termination Date; and
- (d) the Participant will not be entitled to any damages or other amounts in respect of any forfeiture and cancellation of an Award in connection with the termination of the Participant's employment or engagement.

11.3 Termination of Employment or Services as a Consultant due to Resignation

Unless otherwise specified in an Approved Agreement or otherwise determined by the Board, where, in the case of an Employee or Consultant, a Participant's employment or engagement as a Consultant terminates by reason of the Participant's resignation other than pursuant to Retirement or a resignation where facts that could give rise to Cause exist, then:

- (a) each Option or SAR held by the Participant that has vested as of the Termination Date will continue to be exercisable by the Participant until the earlier of: (i) its Expiry Date; and (ii) the date that is 90 days after the Termination Date, as applicable, and if such Option or SAR is not exercised on or before such date, it will be immediately forfeited and cancelled;
- (b) each Award other than an Option or SAR held by the Participant that has vested as of the Termination Date will be settled in accordance with its terms;
- (c) any Award held by the Participant that has not vested as of the Termination Date will be immediately forfeited and cancelled as of the Termination Date; and
- (d) the Participant will not be entitled to any damages or other amounts in respect of any forfeiture and cancellation of an Award in connection with the Participant's resignation.

11.4 Termination of Employment due to Retirement

Unless otherwise specified in an Approved Agreement or otherwise determined by the Board, where, in the case of an Employee, a Participant's employment terminates by reason of Retirement, then all unvested Awards will continue to vest (or the Restricted Period will continue to elapse) until the end of the calendar year in which the Participant Retires and be settled or exercised in accordance with their terms except that each Option or SAR held will be exercisable by the Participant until its Expiry Date.

Notwithstanding the foregoing, the Participant will forfeit any Awards which have not been exercised or settled in the event the Participant commences employment with a direct competitor of the Company or breaches any other non-competition, non-solicitation, confidentiality and/or other post-employment obligations, including any fiduciary duties, the Participant may have to the Company or any of its Affiliates and the Participant shall not be entitled to any damages or other amounts in respect of any such forfeiture and cancellation.

11.5 Termination of Employment or Services as a Consultant for Cause

Unless otherwise specified in an Approved Agreement or otherwise determined by the Board, where, in the case of an Employee or Consultant, a Participant's employment or engagement as a Consultant terminates by reason of termination by the Company or a Designated Affiliate for Cause (or a resignation where facts giving rise to Cause exist), then each Award held by the Participant, whether or not it has vested (or the Restricted Period has lapsed) as of the Termination Date, will be immediately forfeited and cancelled as of the Termination Date, and the Participant will not be entitled to any damages or other amounts in respect of such forfeiture and cancellation.

11.6 Termination of a Directorship

Unless otherwise specified in an Approved Agreement or otherwise determined by the Board:

- (a) where, in the case of a Director, a Participant's term of office is terminated by the Company or a Designated Affiliate for breach by the Director of their fiduciary duty to the Company or Designated Affiliate (as determined by the Board in its sole discretion), then any Awards, other than DSUs (and related dividend equivalents) granted pursuant to the election described in Section 8.2, held by the Director at the Termination Date will be immediately forfeited to the Company on the Termination Date;
- (b) where, in the case of a Director, a Participant's term of office terminates for any reason other than death or Disability or a breach of their fiduciary duty to the Company (as determined by the Board

in its sole discretion), the Board may, in its sole discretion, at any time prior to or following the Termination Date provide for the exercise, vesting (or lapse of the Restricted Period) or settlement of any or all Awards other than DSUs held by the Participant on the Termination Date; and

- (c) the Participant will not be entitled to any damages or other amounts in respect of any forfeiture and cancellation of an Award in connection with the termination of the Participant's term of office as a Director.

11.7 Cessation of Vesting and Eligibility for Awards following Termination

A Participant's eligibility to be granted Awards under the Plan ceases on the Termination Date. Except if and as required to comply with applicable minimum requirements contained in ESL, the Participant is not eligible for continued vesting of any Award during any period in which the Participant receives, or claims to be entitled to receive, any compensatory payments or damages in lieu of notice of termination pursuant to contract, common law or civil law, and the Participant will not be entitled to any damages or other compensation in respect of any Award that does not vest or is not awarded due to termination as of the Termination Date of the Participant's employment, consulting engagement or directorship, as the case may be, with the Company or a Designated Affiliate for any reason. The Plan displaces any and all common law and civil law rights the Participant may have or claim to have in respect of any Awards, including any right to damages. The foregoing shall apply, regardless of: (i) the reason for the termination of Participant's employment, consulting engagement or directorship; (ii) whether such termination is lawful or unlawful, with or without Cause; (iii) whether it is the Participant or the Company or the Designated Affiliate that initiates the termination; and (iv) any fundamental changes, over time, to the terms and conditions applicable to the Participant's employment, consulting engagement or service as a Director.

11.8 Employment with a Designated Affiliate

Notwithstanding Sections 11.2 to 11.7, unless the Board, in its discretion, otherwise determines, at any time and from time to time, Awards are not affected by a change of employment, consulting engagement or directorship within or among the Company or a Designated Affiliate for so long as the Participant continues to be an Employee, Consultant or Director of the Company or a Designated Affiliate.

11.9 Participants' Entitlement

Except as otherwise provided in the Plan, Awards previously granted under the Plan are not affected by any change in the relationship between, or ownership of, the Company and an Affiliate of the Company. For greater certainty, all grants of Awards remain outstanding and are not affected by reason only that, at any time, an Affiliate of the Company ceases to be an Affiliate of the Company.

ARTICLE 12 EVENTS AFFECTING THE COMPANY

12.1 General

The existence of any Awards does not affect in any way the right or power of the Company or its shareholders to make, authorize or determine any adjustment, recapitalization, reorganization or any other change in the Company's capital structure or its business, or any amalgamation, combination, arrangement, merger or consolidation involving the Company, to create or issue any bonds, debentures, Shares or other securities of the Company or to determine the rights and conditions attaching thereto, to effect the dissolution or liquidation of the Company or any sale or transfer of all or any part of its assets or business, or to effect any other corporate act or proceeding, whether of a similar character or otherwise, whether or not any such action referred to in this Article 12 would have an adverse effect on the Plan or on any Award granted hereunder.

12.2 Change in Control

Except as may be set forth in an Approved Agreement, and notwithstanding anything else in the Plan or any Award Agreement, the Board may, without the consent of any Participant, take such steps as it deems necessary or desirable, including to cause (i) the conversion or exchange of any outstanding Awards into or for, rights or other securities of

substantially equivalent value, as determined by the Board in its discretion, in any entity participating in or resulting from a Change in Control; (ii) outstanding Awards to vest and become exercisable, realizable, or payable, or restrictions applicable to an Award to lapse, in whole or in part prior to or upon consummation of such Change in Control, and, to the extent the Board determines, terminate upon or immediately prior to the effectiveness of such Change in Control; (iii) the termination of an Award in exchange for an amount of cash and/or property, if any, equal in value to the amount that would have been attained upon the exercise of such Award or realization of the Participant's rights as of the date of the occurrence of such Change in Control (and, for the avoidance of doubt, if as of the date of the occurrence of such Change in Control the Board determines in good faith that no amount would have been attained upon the exercise of such Award or realization of the Participant's rights, then such Award may be terminated by the Company without payment); (iv) the replacement of such Award with other rights or property selected by the Board in its sole discretion; or (v) any combination of the foregoing. In taking any of the actions permitted under this Section 12.2, the Board will not be required to treat all Awards similarly.

12.3 Reorganization of Company's Capital

Should the Company effect a subdivision or consolidation of Shares or any similar capital reorganization or a payment of a stock dividend (other than a stock dividend that is in lieu of a cash dividend), or should any other change be made in the capitalization of the Company that does not constitute a Change in Control and would warrant the amendment or replacement of any existing Awards in order to adjust the number of Shares that may be acquired on the vesting of outstanding Awards and/or the terms of any Award in order to preserve proportionately the rights and obligations of the Participants holding such Awards, the Board will, subject to any required prior approval of the relevant Exchange(s) (if then listed on an Exchange), authorize such steps to be taken as it may consider to be equitable and appropriate to that end.

12.4 Other Events Affecting the Company

In the event of an amalgamation, combination, arrangement, merger or other transaction or reorganization involving the Company and occurring by exchange of Shares, by sale or lease of assets or otherwise, that does not constitute a Change in Control and that warrants the amendment or replacement of any existing Awards in order to adjust the number of Shares that may be acquired on the vesting of outstanding Awards and/or the terms of any Award in order to preserve proportionately the rights and obligations of the Participants holding such Awards, the Board will, subject to any required prior approval of the applicable Exchange(s) (if then listed on an Exchange), authorize such steps to be taken as it may consider to be equitable and appropriate to that end.

12.5 Immediate Acceleration of Awards

Where the Board determines that the steps provided in this Article 12 would not preserve proportionately the rights, value and obligations of the Participants holding such Awards in the circumstances or otherwise determines that it is appropriate, the Board may, but is not required, to permit the immediate vesting of any unvested Awards and immediate lapse of any Restricted Period.

12.6 Issue by the Company of Additional Shares

Except as expressly provided in this Article 12, neither the issue by the Company of shares of any class or securities convertible into or exchangeable for shares of any class, nor the conversion or exchange of such shares or securities, affects, and no adjustment by reason thereof is to be made with respect to the number of Shares that may be acquired as a result of a grant of Awards.

12.7 Fractions

No fractional Shares will be issued pursuant to an Award. Accordingly, if, as a result of any adjustment under this Article 12, a Participant would become entitled to a fractional Share, the Participant has the right to acquire only the adjusted number of full Shares and no payment or other adjustment will be made with respect to the fractional Shares, which shall be disregarded.

**ARTICLE 13
U.S. TAXPAYERS**

13.1 Section 409A of the Code

The Plan will be construed and interpreted to be exempt from, or where not so exempt, to comply with Section 409A of the Code to the extent required to preserve the intended tax consequences of the Plan. To the extent that an Award or payment, or the settlement or deferral thereof, is subject to Section 409A of the Code, the Award will be granted, paid, settled or deferred in a manner that will meet the requirements of Section 409A of the Code, such that the grant, payment, settlement or deferral will not be subject to the additional tax or interest applicable under Section 409A of the Code. The Company reserves the right to amend the Plan to the extent it reasonably determines is necessary in order to preserve the intended tax consequences of the Plan in light of Section 409A of the Code and any regulations or guidance under that section. In no event will the Company be responsible if Awards under the Plan result in adverse tax consequences to a U.S. Taxpayer under Section 409A of the Code. Distributions of non-qualified deferred compensation to a U.S. Taxpayer made in connection with the U.S. Taxpayer's Termination Date will only be made in connection with such U.S. Taxpayer's "separation from service" within the meaning set forth in Section 409A of the Code. Notwithstanding any provisions of the Plan to the contrary, in the case of any "specified employee" within the meaning of Section 409A of the Code who is a U.S. Taxpayer, distributions of non-qualified deferred compensation under Section 409A of the Code made in connection with a "separation from service" within the meaning set forth in Section 409A of the Code may not be made prior to the date which is 6 months after the date of separation from service (or, if earlier, the date of death of the U.S. Taxpayer or the date such amount would have been paid pursuant to a fixed schedule in the absence of the separation from service). Any amounts subject to a delay in payment pursuant to the preceding sentence will be paid as soon practicable following such 6-month anniversary of such separation from service. Notwithstanding any provisions of the Plan to the contrary, any Award that constitutes non-qualified deferred compensation granted to any U.S. Taxpayer may not be transferred or assigned to a Permitted Assign if such transfer or assignment would result in an impermissible acceleration of payment under Section 409A of the Code.

**ARTICLE 14
AMENDMENT, SUSPENSION OR TERMINATION OF THE PLAN**

14.1 Amendment, Suspension, or Termination of the Plan

The Board may from time to time, without notice and without approval of the holders of voting shares of the Company, amend, modify, change, suspend or terminate the Plan or any Awards granted pursuant to the Plan as it, in its discretion determines appropriate, provided, however, that:

- (a) no such amendment, modification, change, suspension or termination of the Plan or any Awards granted hereunder may materially impair any rights of a Participant or materially increase any obligations of a Participant under the Plan without the consent of the Participant, unless the Board determines such adjustment is required or desirable in order to comply with any applicable laws, including Securities Laws or Exchange requirements; and
- (b) any amendment that would cause an Award held by a U.S. Taxpayer be subject to the additional tax penalty under Section 409A(1)(b)(i)(II) of the Code shall be null and void *ab initio*.

Amendments to the Plan shall be subject to any required approval of the TSX.

14.2 Shareholder Approval

Notwithstanding Section 14.1, approval of the holders of the voting shares of the Company, except for Insiders prohibited from voting on such matters by the rules of the TSX, shall be required for any amendment, modification or change that:

- (a) increases the percentage of Shares reserved for issuance under the Plan, except pursuant to the provisions in the Plan which permit the Board to make equitable adjustments in the event of transactions affecting the Company or its capital;

- (b) increases or removes the limits on Shares issuable or issued to Insiders as set forth in Subsection 3.7(a);
- (c) reduces the Exercise Price of an Award (for this purpose, a cancellation or termination of an Award of a Participant prior to its Expiry Date for the purpose of reissuing an Award to the same Participant with a lower Exercise Price will be treated as an amendment to reduce the Exercise Price of an Award) except pursuant to the provisions in the Plan which permit the Board to make equitable adjustments in the event of transactions affecting the Company or its capital;
- (d) extends the term of an Award beyond the original Expiry Date (except where an Expiry Date would have fallen within a Blackout Period applicable to the Participant or within five (5) Business Days following the expiry of such a Blackout Period);
- (e) permits Awards to be transferred to a Person other than a Permitted Assign or for normal estate settlement purposes; or
- (f) removes or reduces the range of amendments which require approval of the holders of voting shares of the Company under this Section 14.2.

14.3 Permitted Amendments

Without limiting the generality of Section_14.1, but subject to Section 14.2, the Board may, without shareholder approval, at any time or from time to time, amend the Plan or any Award for the purposes of:

- (a) making any amendments to the general vesting provisions or Restricted Period of each Award;
- (b) making any amendments to the provisions set out in Article 11;
- (c) making any amendments to add covenants of the Company for the protection of Participants, provided that the Board shall be of the good faith opinion that such additions will not be materially adverse to the rights or interests of the Participants;
- (d) making any amendments not inconsistent with the Plan as may be necessary or desirable with respect to matters or questions which, in the good faith opinion of the Board, having in mind the best interests of the Participants it may be expedient to make, including amendments that are desirable as a result of changes in law in any jurisdiction where a Participant resides, provided that the Board shall be of the opinion that such amendments and modifications will not be materially prejudicial to the interests of the Participants; or
- (e) making such changes or corrections which, on the advice of counsel to the Company, are required for the purpose of curing or correcting any ambiguity or defect or inconsistent provision or clerical omission or mistake or manifest error.

ARTICLE 15 MISCELLANEOUS

15.1 Legal Requirement

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

15.2 Rights as Shareholder

No Participant has any rights as a shareholder of the Company in respect of Shares issuable pursuant to any Award until the allotment and issuance to such Participant of certificates representing such Shares.

15.3 Corporate Action

Nothing contained in the Plan or in an Award shall be construed so as to prevent the Company from taking corporate action which is deemed by the Company to be appropriate or in its best interest, whether or not such action would have an adverse effect on the Plan or any Award.

15.4 Conflict

In the event of any conflict between the provisions of the Plan and an Award Agreement, the provisions of the Plan will govern. In the event of any conflict between or among the provisions of the Plan, an Award Agreement and any other employment agreement or other written agreement between the Company or a Designated Affiliate and a Participant, the provisions of the Plan will govern.

15.5 Participant Information

Each Participant agrees to provide the Company with all information (including personal information) required by the Company in order to administer to the Plan. Each Participant acknowledges that information required by the Company in order to administer the Plan may be disclosed to any custodian appointed in respect of the Plan and other third parties, and may be disclosed to such Persons, in connection with the administration of the Plan (such persons, “**Recipients**”). Recipients may be located in the Participant’s jurisdiction or residence, or elsewhere, and the Participant’s jurisdiction may have different data privacy laws and protections than the Recipients’ jurisdiction(s). Each Participant consents to such disclosure and authorizes the Company to make such disclosure on the Participant’s behalf and authorizes such Recipients to receive, possess, use, retain and transfer the information, in electronic or other form, to implement, administer and manage the Participant’s participation in the Plan. A Participant may, at any time, refuse or withdraw the consents in this Section 15.5 by giving written notice in accordance with the Plan. If the Participant refuses or withdraws the consents in this Section 15.5, the Company may cancel the Participant’s participation in the Plan and, in the Board’s discretion, the Participant may forfeit any outstanding Awards.

15.6 Participation in the Plan

The participation of any Participant in the Plan is entirely voluntary and not obligatory and does not confer upon such Participant any rights or privileges other than those rights and privileges expressly provided in the Plan. In particular, participation in the Plan does not constitute a condition of employment or engagement nor a commitment on the part of the Company to ensure the continued employment or engagement of such Participant, nor does it form an integral part of the Participant’s employment compensation. The Plan does not provide any guarantee against any loss which may result from fluctuations in the market value of the Shares and no amount will be paid to, or in respect of, a Participant under the Plan to compensate for a downward fluctuation in the price of a Share, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose. The Company does not assume responsibility for the income or other tax consequences for the Participants and they are advised to consult with their own tax advisors.

15.7 Compliance with Employment Standards

It is understood and agreed that all provisions of the Plan are subject to all applicable minimum requirements of ESL and it is the intention of the Company and its Designated Affiliates to comply with the minimum applicable requirements contained in ESL. Accordingly, the Plan shall: (a) not be interpreted as in any way waiving or contracting out of ESL, and (b) be interpreted to achieve compliance with ESL. In the event that ESL provides for a superior right or entitlement upon termination of employment or otherwise (“**Statutory Entitlements**”) than provided for under the Plan, the Participant will be provided with the Participant’s minimum Statutory Entitlements in substitution for the Participant’s rights under the Plan. There shall be no presumption of strict interpretation against the Company or any Designated Affiliates.

15.8 International Participants

With respect to Participants who reside or work outside Canada and the U.S., the Board may, in its sole discretion, amend, or otherwise modify, without shareholder approval, the terms of the Plan or Awards with respect to such

Participants in order to conform such terms with the provisions of local law, and the Board may, where appropriate, establish one or more sub-plans to reflect such amended or otherwise modified provisions.

15.9 Successors and Assigns

The Plan shall be binding on all successors and assigns of the Company and its Designated Affiliates.

15.10 General Restrictions and Assignment

Except as required by law or as otherwise provided in the Plan, the rights of a Participant under the Plan are not capable of being assigned, transferred, alienated, sold, encumbered, pledged, mortgaged or charged and are not capable of being subject to attachment or legal process for the payment of any debts or obligations of the Participant unless otherwise approved by the Board.

15.11 Severability

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

15.12 Notices

All written notices to be given by the Participant to the Company must be delivered personally, e-mail or mail, postage prepaid, addressed as follows:

Tantalus Systems Holding Inc.
200 – 3555 Gilmore Way
Burnaby, BC
V5G 3B2

Attention: General Counsel
E-mail: legal_dept@tantalus.com

All notices to the Participant will be addressed to the principal address of the Participant on file with the Company. Either the Company or the Participant may designate a different address by written notice to the other. Such notices are deemed to be received, if delivered personally or by e-mail, on the date of delivery, and if sent by mail, on the fifth Business Day following the date of mailing. Any notice given by either the Participant or the Company is not binding on the recipient thereof until received.

15.13 Electronic Delivery

The Company or the Board may from time to time establish procedures for (i) the electronic delivery of any documents that the Company may elect to deliver (including, but not limited to, plan documents, award notices and agreements, and all other forms of communications) in connection with any award made under the Plan, (ii) the receipt of electronic instructions from Participants and/or (iii) an electronic signature system for delivery and acceptance of any such documents. Compliance with such procedures will satisfy any requirement to provide documents in writing and/or for a document to be signed or executed.

15.14 Effective Date

The Plan became effective on the Effective Date, subject to the approval of the shareholders of the Company, if applicable.

15.15 Governing Law

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

15.16 Submission to Jurisdiction

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

