

ROCKEX MINING CORPORATION
(the “Corporation”)

DIRECTORS', MANAGEMENT, EMPLOYEES' AND
CONSULTANTS' STOCK OPTION PLAN

Adopted May 30, 2011

ARTICLE 1 – INTRODUCTION

1.1 Purpose

The purpose of the Plan is to secure for the Corporation and its shareholders the benefits of incentives inherent in share ownership by the directors, management, employees and consultants of the Corporation who, in the judgment of the Board, will contribute to its future growth and success. It is generally recognized that a stock option plan of the nature provided for herein aids the Corporation in retaining and encouraging directors, management, employees and consultants who are considered as potential key contributors to the success of the Corporation, by providing to them the opportunity to acquire a proprietary interest in the Corporation.

1.2 Definitions

Whenever used herein, the following words and expressions shall have the following meanings, namely:

- (a) “Affiliate” of a Company means another Company where:
 - (i) one of them is the subsidiary (as such term is described in the *Business Corporations Act* (Ontario)) of the other; or
 - (ii) each of them is controlled by the same Person and, for the purpose hereof, a Company is “controlled” by a Person if:
 - (I) voting shares of the Company are held, directly or indirectly, other than by way of security only, by or for the benefit of that Person; and
 - (II) the voting shares, if voted, entitle the Person to elect a majority of the directors of the Company.
- (b) “Board” means the board of directors of the Corporation as it may be constituted from time to time;
- (a) “Common Shares” means common shares of the Corporation;
- (b) “Company” means, unless specifically indicated otherwise, a corporation, incorporated association or organization, body corporate, partnership, trust, association or other entity other than an individual;
- (c) “Consultant Company” means, for an individual consultant, a company or partnership of which the individual is an employee, shareholder or partner;
- (d) “Corporation” means Rockex Mining Corporation., a corporation continued under the laws of the Province of Ontario;
- (e) “Eligible Consultant” means, in relation to the Corporation, an individual or Consultant Company, other than an Eligible Employee or an Eligible Director of the Corporation, that:
 - (i) is engaged to provide on an ongoing *bona fide* basis, consulting, technical, management or other services to the Corporation or to an Affiliate of the Corporation, other than services provided in relation to a Distribution (as defined in the *Securities Act* (Ontario));

- (ii) provides the services under a written contract between the Corporation or the Affiliate of the Corporation, and the individual or the Consulting Company;
 - (iii) in the reasonable opinion of the Corporation, spends or will spend a significant amount of time and attention on the business and affairs of the Corporation or an Affiliate of the Corporation; and
 - (iv) has a relationship with the Corporation or an Affiliate of the Corporation that enables the individual to be knowledgeable about the business and affairs of the Corporation;
- (f) “Eligible Director” means a director of the Corporation or a director of an Affiliate of the Corporation to whom stock options can be granted in reliance on a prospectus exemption under applicable securities laws;
- (g) “Eligible Employee” means:
- (i) an individual who is considered to be an employee of the Corporation or an Affiliate of the Corporation under the *Income Tax Act* (Canada) (i.e. for whom income tax, employment insurance and CPP deductions must be made at the source);
 - (ii) an individual who works full-time for the Corporation or an Affiliate of the Corporation providing services normally provided by an employee and who is subject to the same control and direction by the Corporation over the details and methods of work as an employee of the Corporation, but for whom income tax deductions are not made at the source; or
 - (iii) an individual who works for the Corporation or an Affiliate of the Corporation on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Corporation over the details and methods of work as an employee of the Corporation, but for whom income tax deductions are not made at the source;
- (h) “Eligible Management Company Employee” means a Management Company Employee of the Corporation or a Management Company Employee of an Affiliate of the Corporation to whom stock options can be granted in reliance on a prospectus exemption under applicable securities laws;
- (i) “Eligible Member of Management” means any senior officer of the Corporation or a senior officer of an Affiliate of the Corporation to whom stock options can be granted in reliance on a prospectus exemption under applicable securities laws;
- (j) “Eligible Participant” means Eligible Consultants, Eligible Directors, Eligible Employees, Eligible Management Company Employees and Eligible Members of Management;
- (k) “Exchange” means any stock exchange upon which the Common Shares are to be listed for trading at the applicable time;
- (l) “Insider” of the Corporation means:
- (i) an insider as defined in the *Securities Act* (Ontario), other than a person who falls within that definition solely by virtue of being a director or senior officer of a subsidiary of the Corporation; and
 - (ii) an Associate (as such term is defined in the *Securities Act* (Ontario)) of any person who is an Insider by virtue of subparagraph 1(b)(i);

- (m) “Investor Relations Activities” means any activities by or on behalf of the Corporation or a shareholder of the Corporation that promote or reasonably could be expected to promote the purchase or sale of securities of the Corporation, but does not include:
- (i) the dissemination of information provided, or records prepared, in the ordinary course of the business and affairs of the Corporation:
 - (I) to promote the sale of products and services of the Corporation; or
 - (II) to raise public awareness of the Corporation;
 that cannot reasonably be considered to promote the purchase or sale of securities of the Corporation;
 - (ii) activities or communications necessary to comply with the requirements of:
 - (I) applicable securities laws; or
 - (II) the by-laws, rules, policies or other regulatory instruments of any self-regulatory body or exchange having jurisdiction over the Corporation;
 - (iii) communications by a publisher of, or writer for, a newspaper, magazine or business or financial publication, that is of general and regular paid circulation, distributed only to subscribers to it for value or to purchasers of it, if:
 - (I) the communication is only through the newspaper, magazine or publication; and
 - (II) the publisher or writer receives no commission or other consideration other than for acting in the capacity of publisher or writer; or
 - (iv) activities or communications that may be otherwise specified by any Exchange having jurisdiction over the Corporation;
- (n) “Management Company Employee” means an individual employed by a Person providing management services to the Corporation, which are required for the ongoing successful operation of the business enterprise of the Corporation, but excluding a Person engaged in Investor Relations Activities;
- (o) “Option” means an option granted under the terms of the Plan;
- (p) “Option Certificate” means the form of option certificate attached hereto as Schedule “A”;
- (q) “Option Period” means the period during which an Option may be exercised;
- (r) “Option Price” means the price per Common Share at which Options may be exercised and Common Shares may be purchased under the applicable Option, as the same may be adjusted from time to time in accordance with Section 2.11 but shall not be lower than the market price on the TSX at the time of grant or the lowest permitted exercise price by the relevant exchange if the Corporation is listed on an exchange other than the TSX;
- (s) “Optionee” means an Eligible Participant to whom an Option has been granted under the terms of the Plan;
- (t) “Person” means a Company or an individual; and
- (u) “Plan” means the stock option plan established and operated pursuant to the terms hereof.

ARTICLE 2 - STOCK OPTION PLAN

2.1 Administration of the Plan

The Plan shall be administered by the Board in accordance with the rules and policies of any Exchange having jurisdiction at the applicable time and may form and delegate authority to a committee for the purpose of administering certain responsibilities of the Board in connection with the Plan. The Board may receive recommendations of management or any committee of the Board and shall determine and designate from time to time those Eligible Participants to whom Options should be granted, the number of Common Shares which will be optioned from time to time to such Eligible Participants and the terms and conditions of each such grant of Options.

The Board or a committee of the Board to whom the board has delegated appropriate authority shall have the power, where consistent with the general purpose and intent of the Plan and subject to the specific provisions of the Plan:

- (a) to establish policies and to adopt, prescribe, amend or vary rules and regulations for carrying out the purposes, provisions and administration of the Plan and make all other determinations necessary or advisable for its administration;
- (b) to interpret and construe the Plan and to determine all questions arising out of the Plan and any Option granted pursuant to the Plan and any such interpretation, construction or determination made so shall be final, binding and conclusive for all purposes;
- (c) to grant Options to purchase Common Shares;
- (d) to determine which Eligible Participants are granted Options;
- (e) to determine the number of Common Shares covered by each Option;
- (f) to determine the Option Price for each Option;
- (g) to determine the time or times when Options will be granted and will be exercisable;
- (h) to determine if the Common Shares which are subject to an Option will be subject to any vesting provisions or other restrictions upon the exercise of such Option; and
- (i) to prescribe the form of the instruments relating to the grant, exercise and other terms of Options which initially shall be substantially in the form annexed hereto as Schedule "A".

2.2 Participation

Options shall be granted only to Eligible Participants.

2.3 Determination of Option Recipients

The Board or a committee of the Board, if duly authorized by the Board, shall make all necessary or desirable determinations regarding the granting of Options to Eligible Participants and may take into consideration the present and potential contributions of a particular Eligible Participant to the success of the Corporation and any other factors which the Board or such committee may deem proper and relevant.

2.4 Price

The Option Price per Common Share shall be determined from time to time by the Board or a committee of the Board but, in any event, shall not be lower than the market price on the TSX at the time of grant or the lowest permitted exercise price by the relevant exchange if the Corporation is listed on an exchange other than the TSX.

2.5 Grant of Options

The Board or a committee of the Board, if duly authorized by the Board, may at any time authorize the granting of Options to Eligible Participants as it may select for the number of Common Shares that it shall designate, subject to the provisions of the Plan. The Board, or a committee of the Board, if duly authorized by the Board, at its discretion, may grant Options on such terms and conditions as it considers appropriate provided that such terms and conditions are not inconsistent with the Plan and the policies of any Exchange, if applicable.

Each Option granted to an Eligible Participant shall be evidenced by an Option Certificate with terms and conditions consistent with the Plan and as approved by the Board (which terms and conditions need not be the same in each case and may be changed from time to time).

2.6 Terms of Options and Vesting

The Option Period shall be of such length as is determined by the Board or a committee of the Board, if duly authorized by the board, but, in any event shall not be greater than a period of 10 years after the date such Option is granted and may be reduced with respect to any such Option as provided in Section 2.8 hereof.

Subject to the other terms and conditions of this Plan, Options shall have such equitable vesting provisions as determined by the Board or a committee of the Board, if duly authorized by the board, from time to time, provided that Options granted to Optionees who perform Investor Relations Activities must vest in stages over twelve (12) months with no more than one-quarter (1/4) of the Options vesting in any three (3) month period.

Any Options remaining unexercised after they became eligible for exercise may be exercised in whole or in part at any time during the remainder of the Option Period.

Except as set forth in Section 2.9 hereof, no Option may be exercised unless the Option has vested and the Optionee is at the time of such exercise a *bona fide* Eligible Participant.

No Option may be granted to an Eligible Employee, Eligible Consultant or an Eligible Management Company Employee unless such person is a *bona fide* Eligible Employee, Eligible Consultant or an Eligible Management Company Employee.

The exercise of any Option will be contingent upon receipt by the Corporation of payment of the full purchase price for the Common Shares being purchased in cash or in some other manner acceptable to the Corporation and in compliance with applicable laws. No Optionee or his legal representatives, legatees or distributees will be, or will be deemed to be, a holder of any Common Shares subject to an Option, unless and until certificates for such Common Shares are issued to him, her, it or them under the terms of the Plan.

2.7 Lapsed Option

If Options are surrendered, terminated or expire without being exercised in whole or in part, new Options may be granted covering the Common Shares not purchased under such lapsed Options to the extent permitted by any Exchange, if applicable.

2.8 Effect of Termination of Employment or Death

- (a) If an Optionee shall die while an Eligible Employee, Eligible Director, Eligible Consultant (if an individual), Eligible Member of Management or Eligible Management Company Employee, any vested Option held by such individual at the date of death shall be exercisable, but only by the Person or Persons to whom the Optionee's rights under the Option shall pass by the Optionee's will or the laws of descent and distribution. All such Options shall be exercisable only for a period of one (1) year after the date of death or the date of expiration of the Option Period in respect thereof, whichever is sooner.
- (b) If an Optionee ceases to be an Eligible Participant for cause, no Option held by such Optionee may be exercised following the date on which such Optionee ceases to be an Eligible Participant.

- (c) If an Optionee ceases to be an Eligible Participant because of resignation, retirement or any reason other than cause or death, any vested Option held by such Optionee may be exercised only for a period of ninety (90) days after the date on which such Optionee ceases to be an Eligible Participant or the date of expiration of the Option Period in respect thereof, whichever is sooner, with the exception of Optionees who provide Investor Relations Activities whose Options may be exercised only for a period of thirty (30) days after the date on which such Optionee ceases to be an Eligible Participant or the date of expiration of the Option Period in respect thereof, whichever is sooner.
- (d) If an Optionee who is an Eligible Consultant ceases to be retained by the Corporation by virtue of a breach of the consulting agreement, no Option held by such Eligible Consultant may be exercised following such breach.

2.9 Effect of Takeover Bid

If a *bona fide* offer:

- (a) is made to all shareholders of the Corporation for the Common Shares, which offer, if accepted in whole or part, would result in the offeror exercising control over the Corporation within the meaning of the *Securities Act* (Ontario);
- (b) is made for all or substantially all of the assets of the Corporation (as such concept is interpreted under *the Business Corporations Act* (Ontario)); or
- (c) is made for a proposed transaction which a majority of the Board determines is reasonably likely to have a similar effect as either of the transactions referred to in Sections 2.9(a) or (b) hereof, (collectively, the “Offer”),

then the Corporation shall, immediately upon receipt of notice of the Offer, notify each Optionee currently holding an Option of the Offer, with full particulars thereof whereupon, notwithstanding that such Option may not be fully vested at such time in accordance with Section 2.6 hereof, such Option may be exercised in whole or in part by the Optionee so as to permit the Optionee to tender or to vote, as applicable, the Common Shares received upon such exercise (the “Optioned Shares”) pursuant to the Offer. If:

- (i) the Offer is withdrawn by the offeror;
- (ii) the Optionee does not tender the Optioned Shares pursuant to the Offer, if applicable;
- (iii) all of the Optioned Shares tendered by the Optionee pursuant to the Offer are not taken up and paid for by the offeror in respect thereof, if applicable; or
- (iv) the sale or reorganization does not close in accordance with its terms,

then the Optioned Shares or, in the case of clause (iii) hereof, the Optioned Shares that are not taken up and paid for, shall be returned by the Optionee to the Corporation and reinstated as authorized but unissued Shares and the terms of the Option as set forth in Section 2.6 hereof shall again apply to the Option. If any Optioned Shares are returned to the Corporation under this Section, the Corporation shall refund the exercise price to the Optionee for such Optioned Shares. In no event shall the Optionee be entitled to sell the Optioned Shares otherwise than pursuant to the Offer (in the case of an Offer pursuant to clause (i) hereof) or to sell the Optioned Shares prior to the closing of any transaction (in the case of an Offer pursuant to clause (ii) or (iii) hereof).

2.10 Effect of Amalgamation, Consolidation or Merger

If the Corporation amalgamates, consolidates or merges with or into another corporation, or undertakes a plan of arrangement then, unless otherwise expressly provided for in such amalgamation, consolidation, merger or plan of arrangement, any Common Shares receivable on the exercise of an Option shall be converted into the securities, property or cash which the Eligible Participant would have received upon such amalgamation, consolidation, merger or plan of arrangement, if the Eligible Participant had exercised his Option immediately prior to the record date

applicable to such amalgamation, consolidation, merger or plan of arrangement, and the Option Price shall be adjusted appropriately by the Board and such adjustment shall be binding for all purposes of the Plan.

2.11 Adjustment in Shares Subject to the Plan

Appropriate adjustments with respect to Options granted or to be granted, in the number or class of shares optioned and in the Option Price, shall be made by the Board to give effect to adjustments in the number of Common Shares of the Corporation resulting from subdivisions, consolidations or reclassifications of the Common Shares of the Corporation, the payment of stock dividends or cash dividends by the Corporation (other than dividends in the ordinary course), the distribution of securities, property or assets by way of dividend or otherwise (other than dividends in the ordinary course), or other relevant changes in the capital stock of the Corporation or the amalgamation or merger of the Corporation with or into any other entity, subsequent to the approval of the Plan by the Board. The appropriate adjustment in any particular circumstance shall be conclusively determined by the Board in its sole discretion, subject to approval by the shareholders of the Corporation, if required, and to acceptance by any Exchange, if applicable.

2.12 Loans to Eligible Participants

Subject to the *Business Corporations Act* (Ontario) or any other laws applicable to the Corporation, the Board may at any time authorize the Corporation to loan money on such terms as the Board may determine to an Eligible Participant to assist such Eligible Participant to exercise an Option held by such Eligible Participant. The Common Shares received by such Eligible Participant shall be pledged as collateral for the loan until the loan has been repaid in full, on such terms as the Board may determine.

2.13 Approval

The terms of the Options granted from time to time hereunder, and the Optionees to whom Options are granted, are subject, if applicable, to any applicable requirements of any Exchange accepting notice of such terms and proposed Optionees.

ARTICLE 3 – GENERAL

3.1 Number of Shares

The aggregate number of Common Shares that may be available for issuance, from time to time, under the Plan shall not exceed 10% of the issued and outstanding Common Shares of the Corporation at the time of grant of the Options. Should the number of issued Common Shares increase at any time after shareholder approval of this Plan, 10% of the additional Common Shares shall become available for issuance, from time to time, under the Plan. In addition, Insider participation shall be limited such that the number of Common Shares issued to Insiders within a one-year period, or issuable to Insiders at the time of any such grant, under the Plan, together with any other security based compensation arrangement, shall not exceed 10% of issued and outstanding Common Shares.

3.2 Transferability

All benefits, rights and options accruing to any Eligible Participant in accordance with the terms and conditions of the Plan shall not be assignable or transferable unless specifically provided herein. During the lifetime of an Eligible Participant all such benefits, rights and options may only be exercised by the Eligible Participant.

3.3 Employment

Nothing contained in this Plan shall confer upon any Eligible Participant any right with respect to employment or continuance of employment or any retainer with the Corporation or interfere in any way with the right of the Corporation to terminate the Eligible Participant's employment or retainer at any time. Participation in the Plan by an Eligible Participant is voluntary.

3.4 Record Keeping

The Corporation shall maintain a register in which shall be recorded:

- (a) the name and address of each Eligible Participant and to whom Options have been granted; and
- (b) the number of Options granted to each Eligible Participant and the number of Options outstanding and held by each such Eligible Participant.

3.5 Necessary Approvals

The obligation of the Corporation to issue and deliver Common Shares in accordance with the Plan is subject to the approval of any regulatory body having jurisdiction, which may be required in connection with the authorization or issuance of such Common Shares by the Corporation. If any Common Shares cannot be issued to any Eligible Participant for any reason including, without limitation, the failure to obtain such approval, then the obligation of the Corporation to issue such Common Shares shall terminate and any Option Price paid to the Corporation shall be returned to the Participant.

3.6 Income Taxes

As a condition of the Plan, the Corporation will withhold from any remuneration otherwise payable to such Eligible Participant any amounts required by any taxing authority to be withheld for taxes of any kind as a consequence of such participation in the Plan.

3.7 Amendments or Discontinuance of Plan

The Board may amend or discontinue the Plan without security holder approval at any time upon receipt of any necessary regulatory approval including, without limitation, approval of the Exchange. Such powers of the Board to amend the plan shall include but not be limited to:

- (a) minor changes of a “housekeeping nature”;
- (b) amending Options under the Plan, including with respect to the Option Period (provided that the period during which an Option is exercisable does not exceed 10 years from the date on which the Option was granted), vesting period, exercise method and frequency, Option Price and method of determining the Option Price, assignability and effect of termination of an Eligible Participant’s employment or cessation of the Eligible Participant’s directorship;
- (c) changing the classes of participants eligible to participate under the Plan;
- (d) accelerating vesting or extending the expiration date of any Option (provided that such Option is not held by an Insider), provided that the period during which an Option was exercisable does not exceed 10 years from the date on which the Option was granted; and
- (e) adding a cashless exercise feature, payable in cash or securities, whether or not providing for a full deduction of the number of underlying Common Shares from the Plan reserve;

provided that any such amendment is not detrimental to the optionee. Any amendments to the terms of an Option shall also be subject to any necessary regulatory approvals, including without limitation, the approval of the Exchange.

The Board will require security holder approval at all times to amend the Plan in the following circumstances:

- (a) the extension of the terms of an Option held by an Insider;
- (b) the reduction in the exercise price held by an Insider;
- (c) increasing the maximum percentage of Common Shares available for issuance under the Plan to a percentage that is greater than that which is currently available under the Plan; and
- (d) changing the number of Common Shares available for issuance under the Plan from a rolling percentage to a fixed maximum number, where such fixed maximum number of Common Shares

available for issuance is greater than the number that shareholders had previously consented to under the rolling plan.

3.8 Representation or Warranty

The Corporation makes no representation or warranty as to the future market value of any Common Shares issued in accordance with the provisions of the Plan.

3.9 Governing Law

Except as otherwise set forth herein, the Plan shall be governed by the laws of the Province of Ontario excluding any conflicts of law, rule or principle which might refer such construction to the laws of another jurisdiction.

3.10 Interpretation

Words used herein importing the singular number include the plural and *vice versa* and words importing the masculine gender include the feminine and neuter genders.

3.11 Compliance with Applicable Laws

If any provision of the Plan or any agreement entered into pursuant to the Plan contravenes any law or any order, policy, by law or regulation of any Exchange, if applicable, or any regulatory body having authority over the Corporation or the Plan then such provision shall be deemed to be amended to the extent required to bring such provision into compliance therewith.

Approved by the Shareholders on June 28, 2011.

SCHEDULE "A"

**CERTIFICATE OF
ROCKEX MINING CORPORATION
OPTION CERTIFICATE**

ROCKEX MINING CORPORATION (the "Corporation"), for good and valuable consideration, hereby grants to the Optionee set forth below an option to purchase Common Shares of the Corporation (the "Option") subject to the terms and conditions set forth in the Corporation's Stock Option Plan attached hereto as Schedule "A", as the same may be amended or replaced from time to time (the "Plan"), and in addition subject to the terms set forth below:

Optionee: _____
Position with the Corporation: _____
Number of Common Shares: _____
Option Price: _____
Expiry Date of Option: _____
Rights of Exercise (Vesting): _____

Unless exercised, on the close of business on the Expiry Date, the Option granted will expire and terminate and be of no further force and effect whatsoever.

By the Optionee's acceptance of this certificate and the Option granted hereby, the Optionee confirms that the Option and all Common Shares purchased upon any exercise of the Option have been and will be acquired for investment purposes only and not with a view to distribution and will be acquired for the Optionee's own individual account and disposed of in compliance with all applicable securities regulatory requirements.

Where used herein, all defined terms shall have the respective meanings attributed thereto in the Plan.

DATED as of the ___ day of _____, 20___. **ROCKEX MINING CORPORATION**

By: _____

The undersigned hereby acknowledges receipt of a copy of the Plan and accepts and agrees to the grant of this Option on the terms and conditions set forth herein and in the Plan effective as of the date above written.

The undersigned hereby acknowledges that the undersigned has reviewed and hereby accepts and consents to the terms set out in Schedule "B" regarding collection and use of personal information.

DATED as of the ___ day of _____, 20___. Name: _____

NOTICE OF EXERCISE OF STOCK OPTIONS

TO: ROCKEX MINING CORPORATION

I, _____, hereby exercise Options to purchase _____ Common Shares of the Corporation at a price of \$_____ per share. Please accept my payment in the amount of \$_____ and have the stock certificate representing the Common Shares issued upon such exercise registered as follows:

Name

Address

Executed this ___ day of _____, 20__.

(Name of Optionee – please print)

(Signature of Optionee)

SCHEDULE "B"

This option certificate and the schedules hereto require the Optionee to provide certain personal information to the Corporation and its counsel. Such information is being collected by the Corporation for the purposes of completing effecting the grant described herein, which includes, without limitation, determining the Optionee's eligibility to acquire securities under applicable securities legislation, preparing and registering certificates representing the securities to be issued to the Optionee and completing filings required by any stock exchange, securities commission, securities regulatory authority or taxation authority. Certain securities commissions have been granted the authority to indirectly collect this personal information pursuant to securities legislation and this personal information is also being collected for the purpose of administration and enforcement of securities legislation. In Ontario, the Administrative Support Clerk, Ontario Securities Commission, Suite 1903, Box 55 20 Queen Street West, Toronto Ontario, M5H 3S8, Telephone (416) 593-8314, Toll Free: 1-877-785-1555, Facsimile: (416) 593-8122 is the public official who can answer questions about the indirect collection of personal information. The Optionee's personal information may be disclosed by the Corporation or its respective counsel to: (a) stock exchanges, securities commissions or securities regulatory authorities; (b) the Corporation's registrar and transfer agent; and (c) taxation authorities. In addition, the Corporation will be providing the following information to the Ontario Securities Commission and other regulatory authorities: (a) the full name, residential address and telephone number of the Optionee; (b) the number and type of Securities granted to the Optionee; (c) the total purchase price for the Securities; (d) the statutory exemption relied upon by the Corporation; and (e) the date of distribution of the Securities (collectively, the information is called the "Information"). By executing the Option Certificate, the Optionee is deemed to be authorizing and consenting to the foregoing collection (including the indirect collection of personal information), use and disclosure of the Optionee's personal information and the Information as set forth above. The Optionee also consents to the filing of copies or originals of any of the Optionee's documents described in this Option Certificate, as well as the Information, as may be required to be filed with any stock exchange, securities commission or securities regulatory authority in connection with the transaction contemplated hereby;