



**DIGIMAX GLOBAL INC.**

**NOTICE OF ANNUAL GENERAL AND SPECIAL  
MEETING OF SHAREHOLDERS**

**AND**

**MANAGEMENT INFORMATION CIRCULAR**

**FOR**

**THE ANNUAL GENERAL AND SPECIAL SHAREHOLDERS  
MEETING TO BE HELD ON  
NOVEMBER 28, 2022**

**AS AT OCTOBER 11, 2022**

*This management information circular and the accompanying materials require your immediate attention. If you are in doubt as to how to deal with these documents or the matters to which they refer, please consult your financial, legal, tax or other professional advisor.*

**DIGIMAX GLOBAL INC.**

**200 Cochrane Drive  
Unit 1A  
Markham, Ontario  
L3R 8E7**

**NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS**

**NOTICE IS HEREBY GIVEN THAT** an annual general and special meeting of shareholders (the "**Meeting**") of DigiMax Global Inc. (the "**Corporation**") will be held on November 28, 2022 at 10:00 a.m. (Toronto time). The Meeting can be accessed by way of live webcast accessible by the following particulars:

<b>Webcast</b>	<a href="https://linkstar.marrellitrust.ca/pxlogin">https://linkstar.marrellitrust.ca/pxlogin</a>
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1. to receive the audited consolidated financial statements for the financial years ended January 31, 2021 and 2022, together with the auditor's report thereon;
2. to elect directors of the Corporation;
3. to appoint Clearhouse LLP as the auditors of the Corporation, for the coming financial year and to permit the directors of the Corporation to fix the remuneration for the auditors;
4. to consider and, if thought fit, to approve an ordinary resolution ratifying and approving the Corporation's proposed omnibus equity incentive plan (the "**Omnibus Plan**"). The full text of the ordinary resolution is set out in the accompanying management information circular (the "**Circular**");
5. to consider and, if thought fit, to pass, with or without variation, a special resolution authorizing the Corporation to amend its articles of incorporation to change the name of the Corporation to a name determined by the Board in its sole discretion, as more particularly described in the accompanying Circular; and
6. to transact such other business as may properly be brought before the Meeting or any adjournment or adjournments thereof.

The record date for the determination of shareholders entitled to receive notice of and to vote at the Meeting is October 11, 2022 (the "**Record Date**"). Shareholders whose names have been entered in the register of shareholders at the close of business on the Record Date will be entitled to receive notice of and to vote at the Meeting.

**NOTICE-AND-ACCESS**

Notice is also hereby given that the Corporation has decided to use the notice-and-access method of delivery of meeting materials for the Meeting for beneficial owners of common shares of the Corporation (the "**Non-Registered Holders**") and for registered shareholders. The notice-and-access method of delivery of meeting materials allows the Corporation to deliver the meeting materials over the internet in accordance with the notice-and-access rules adopted by the Ontario Securities Commission under National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer*. Under the notice-and-access system, registered shareholders will receive a form of proxy and the Non-Registered Holders will receive a voting instruction form enabling them to vote at the Meeting. However, instead of a paper copy of the notice of Meeting, the management information circular, the annual financial statements of the Corporation for the financial

years ended January 31, 2021 and 2022 and related management's discussion and analysis and other meeting materials (collectively the "**Meeting Materials**"), shareholders receive a notification with information on how they may access such materials electronically. The use of this alternative means of delivery is more environmentally friendly as it will help reduce paper use and will also reduce the cost of printing and mailing the Meeting Materials to shareholders. Shareholders are reminded to view the Meeting Materials prior to voting. The Corporation will not be adopting stratification procedures in relation to the use of notice-and access provisions.

### **Websites Where Meeting Materials Are Posted**

Meeting Materials can be viewed online under the Corporation's profile at [www.sedar.com](http://www.sedar.com) or on the Corporation's website at [www.digimaxglobal.com](http://www.digimaxglobal.com) (the "**Website**"). The Meeting Materials will remain posted on the Website at least until the date that is one year after the date the Meeting Materials were posted.

### **How to Obtain Paper Copies of the Meeting Materials**

Shareholders may request paper copies of the Meeting Materials be sent to them by postal delivery at no cost to them. Requests may be made up to one year from the date the Meeting Materials are posted on the website. In order to receive a paper copy of the Meeting Materials or if you have questions concerning notice-and-access, please contact the Corporation's transfer agent and registrar, Marrelli Trust Company Limited, by calling toll free at 1-844-682-5888 or by email at [info@marrellitrust.ca](mailto:info@marrellitrust.ca). **Requests should be received by 4:00 p.m. (Eastern time) on November 14, 2021 in order to receive the Meeting Materials in advance of the Meeting.**

The accompanying management information circular provides additional detailed information relating to the matters to be dealt with at the Meeting and is supplemental to, and expressly made a part of, this notice of annual and special meeting. Additional information about the Corporation and its financial statements are also available on the Corporation's profile at [www.sedar.com](http://www.sedar.com).

**DATED** at Toronto, Ontario this 11<sup>th</sup> day of October, 2022.

### **BY ORDER OF THE BOARD OF DIRECTORS**

*/s/ "Chris Carl"* \_\_\_\_\_

**President and Chief Executive Officer**

**MANAGEMENT INFORMATION CIRCULAR  
FOR THE ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS  
OF DIGIMAX GLOBAL INC.**

This management information circular (the "**Circular**") is provided in connection with the solicitation of proxies by the management of DigiMax Global Inc. (the "**Corporation**") for use at the annual general and special meeting (the "**Meeting**"), of the holders of common shares of the Corporation (the "**Shareholders**") to be held on November 28, 2022, at the place and time and for the purposes set forth in the notice of annual general and special meeting of Shareholders (the "**Notice of Meeting**") and at any adjournment thereof. This solicitation is being made primarily by mail, but proxies may also be solicited by directors, officers or employees of the Corporation. The cost of the solicitation of proxies will be borne by the Corporation.

**APPOINTMENT AND REVOCATION OF PROXIES**

The persons named in the enclosed proxy (the "**Proxy**") are directors and/or officers of the Corporation. **A Shareholder has the right to appoint a person (who need not be a Shareholder) to attend and act for and on behalf of the Shareholder at the Meeting other than the persons named in the enclosed Proxy. To exercise this right, a Shareholder shall strike out the names of the persons named in the enclosed Proxy and insert the name of the Shareholder's nominee in the blank space provided or complete another instrument of proxy.**

A proxy must be signed by the Shareholder or by his attorney in writing, or, if the Shareholder is a corporation, it must either be under its common seal or signed by a duly authorized officer. A proxy will not be valid unless it is deposited with the Corporation's registrar and transfer agent, Marrelli Trust Company Limited c/o Marrelli Transfer Services Corp. (the "**Transfer Agent**"), at 82 Richmond Street East, Toronto, ON M5C 1P1, not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time of the Meeting or adjournment thereof.

A Shareholder who has given a proxy may revoke it at any time before it is exercised. In addition to revocation in any other manner permitted by law, a proxy may be revoked by instrument in writing executed by the Shareholder or by his attorney authorized in writing, or, if the Shareholder is a corporation, it must either be under its common seal or signed by a duly authorized officer, and deposited with Capital Transfer at the address indicated in the preceding paragraph, at any time up to and including the last business day preceding the day of the Meeting, or any adjournment of it, at which the proxy is to be used. A revocation of a proxy does not affect any matter on which a vote has been taken prior to the revocation.

**VOTING OF SHARES AND EXERCISE OF DISCRETION OF PROXIES**

On any poll, the persons named in the enclosed Proxy will vote the shares in respect of which they are appointed. Where directions are given by the Shareholder in respect of voting for or against any resolution, the persons named in the enclosed Proxy will do so in accordance with such direction. **In the absence of any instruction in a proxy, it is intended that such shares will be voted in favour of the motions proposed to be made at the Meeting as stated under the headings in this Circular.**

The enclosed Proxy, when properly signed, confers discretionary authority with respect to amendments or variations to the matters which may properly be brought before the Meeting. At the time of printing this Circular, Management is not aware that any such amendments, variations or other matters are to be presented for action at the Meeting. However, if any other matters which are

not now known to the Management should properly come before the Meeting, the enclosed Proxies hereby solicited will be exercised on such matters in accordance with the best judgment of the nominee.

In order to approve a motion proposed at the Meeting, a majority of greater than 50% of the votes cast will be required (an "**Ordinary Resolution**") unless the motion requires a "**Special Resolution**", in which case a majority of not less than two thirds (i.e. 66.67%) of the votes cast will be required. In the event a motion proposed at the Meeting requires disinterested Shareholder approval, common shares held by Shareholders of the Corporation who are also "insiders", as such term is defined under applicable securities laws, will be excluded from the count of votes cast on such motion.

### **NOTICE-AND-ACCESS**

This year, as described in the notice and access notification mailed to shareholders of the Corporation, the Corporation has decided to deliver the Meeting materials to shareholders by posting the Meeting materials on the following website: [www.digimaxglobal.com](http://www.digimaxglobal.com) (the "**Website**"). The use of this alternative means of delivery is more environmentally friendly as it will help reduce paper use and it will also reduce the Corporation's printing and mailing costs. The Meeting materials will be available on the Website as of the day of mailing which is currently scheduled for October 26, 2022, and will remain on the Website for one full year thereafter. The Meeting materials will also be available on SEDAR at [www.sedar.com](http://www.sedar.com).

No shareholders will receive paper copies of the Meeting materials unless they specifically request paper copies. Instead all shareholders will receive a notice and access notification which will contain information on how to obtain electronic and paper copies of the Meeting materials in advance of the Meeting. If you wish to receive a paper copy of the Meeting materials or have questions about notice-and-access please call 1-844-682-5888. In order to receive a paper copy in time to vote before the meeting, your request should be received by November 14, 2021.

The Corporation will not send its proxy-related materials directly to non-objecting beneficial owners under National Instrument 54-101. The Corporation intends to pay for proximate intermediaries to forward the proxy-related materials and the voting instruction form to objecting beneficial owners under National Instrument 54-101 - *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("**NI 54-101**"). Objecting beneficial owners will not receive the materials unless the objecting beneficial owner's intermediary assumes the cost of delivery.

### **ADVICE TO BENEFICIAL SHAREHOLDERS**

Subject to applicable laws, the only shareholders entitled to vote at the Meeting are those whose names have been entered into the Corporation's register as holders of common shares (each, a "**Registered Shareholder**"). However, the shares of the majority of the Corporation's shareholders are not held in their own name, but rather are registered in the name of nominee accounts (the "**Non-Registered Shareholders**"), usually The Canadian Depository for Securities Limited ("**CDS**"). CDS acts as clearing agent for brokers and other intermediaries (the "**Intermediaries**") who, in turn, act on behalf of the holders of the Corporation's shares.

As a result, Non-Registered Shareholders can only exercise their rights as beneficial owners of voting shares through CDS or a participant in the CDS depository service. This means that in order for Non-Registered Shareholders to exercise their rights to vote their shares at the Meeting, they must provide voting instructions to the Registered Shareholder.

**If Non-Registered Shareholders wish to vote their shares, they must carefully review and follow the voting instructions provided by their Intermediary.**

*Delivery of Voting Instructions by Non-Registered Shareholders*

Applicable regulatory policies require Intermediaries to seek voting instructions from Non-Registered Shareholders in advance of shareholder meetings. Each Intermediary has its own mailing procedures and provides its own return instructions, which should be carefully followed by Non-Registered Shareholders in order to ensure their shares are voted at the Meeting. Generally, Non-Registered Shareholders who receive meeting materials will be given either:

- (a) a form of proxy which has already been signed by the Intermediary (typically by a facsimile, stamped signature), which is restricted as to the number of the Corporation's shares beneficially owned by the Non-Registered Shareholder but which is otherwise not completed. This form of proxy need not be signed by the Non-Registered Shareholder. In this case, the Non-Registered Shareholder who wishes to submit a proxy should complete the rest of the form of proxy and deliver the proxy in accordance with the instructions provided by the Intermediary; or
- (b) a voting instruction form which must be completed and signed by the Non-Registered Shareholder in accordance with the directions on the voting instruction form and returned to the Intermediary or its service company. In some cases, the completion of the voting instruction form by telephone, the internet or facsimile is permitted.

The purpose of these procedures is to permit Non-Registered Shareholders to direct the voting of the shares that they beneficially own. These procedures do not permit a Non-Registered Shareholder to vote shares in person at the Meeting.

*Voting in Person by Non-Registered Shareholders*

A Non-Registered Shareholder who receives a form of proxy or a voting instruction form and wishes to vote at the Meeting in person should, in the case of a form of proxy, strike out the names of the persons designated in the form of proxy and insert the Non-Registered Shareholder's name in the blank space provided or, in the case of a voting instruction form, follow the corresponding directions on the form. In either case, Non-Registered Shareholders should carefully follow the instructions of their Intermediary, including those regarding when and where the proxy or voting instruction form is to be delivered.

**INTEREST OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON**

Except as described elsewhere in this Circular, management of the Corporation is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, of (a) any director or executive officer of the Corporation, (b) any proposed nominee for election as a director of the Corporation, and (c) any associates or affiliates of any of the persons or companies listed in (a) and (b), in any matter to be acted on at the Meeting.

**NOTE REGARDING CHANGE OF FINANCIAL YEAR-END**

On August 17, 2022 the Corporation completed its acquisition of Spetz Tech Ltd. ("**Spetz**"), as a result of which, Spetz became a wholly-owned subsidiary of the Corporation. Spetz has a year-end of December 31. Accordingly, the board of directors of the Corporation (the "**Board**") approved a change in the Corporation's financial year-end from January 31 to December 31 in order to simplify

the consolidated group's accounting and financial reporting procedures. This change commenced with the financial period February 1, 2022 to December 31, 2022, which is counted as a financial year of the Corporation. This shortened financial year is reflected in certain historical sections of this Circular with appropriate notations where necessary.

### **RECORD DATE**

The record date to determine a shareholders eligibility to receive the Notice of Meeting and vote at the Meeting was fixed at October 11, 2022 (the "**Record Date**").

### **QUORUM**

A quorum for the transaction of business at the Meeting is two shareholders, or one or more proxyholders representing two shareholders, or one shareholder and a proxyholder representing another shareholder, holding or representing not less than five percent (5%) of the issued and outstanding Common Shares enjoying voting rights at the Meeting.

### **VOTING SECURITIES AND PRINCIPAL HOLDERS**

The authorized capital of the Corporation consists of an unlimited number of Common Shares. As of the Record Date, 505,211,520 Common Shares were issued and outstanding, each Common Share carrying one vote in respect of each matter to be voted upon at a meeting of Shareholders. As at the date hereof, to the knowledge of the Corporation, based on information provided on the System for Disclosure by Insiders ("**SEDI**") and on information filed by third parties on the System for Electronic Document Analysis and Retrieval ("**SEDAR**"), no person owns, directly or indirectly, or exercises control or direction over, Common Shares carrying more than 10% of the voting rights attached to all outstanding Common Shares of the Corporation except as outlined below.

<b>Shareholder Name</b>	<b>No. of Common Shares Held</b>	<b>Percentage of Common Shares Held<sup>(1)</sup></b>
Yossi Nevo	140,852,186	27.88%

### **BUSINESS OF THE MEETING**

#### **1. Financial Statements**

In connection with the Meeting, Shareholders are encouraged to read the audited annual financial statements of the Corporation for the years ended January 31, 2021 and 2022, the report of the auditor thereon and accompanying management's discussion and analysis. Copies of such documents may be obtained by a Shareholder upon request without charge from the CEO of the Corporation. These documents are also available on SEDAR, which can be accessed at [www.sedar.com](http://www.sedar.com).

#### **2. Authorization for Board to Set Number of Directors**

Pursuant to section 125(3) of the *Business Corporations Act* (Ontario) (the "**OBCA**"), if the Articles of Incorporation of the Corporation (the "**Articles**") provide for a minimum and maximum number of directors, the directors may, if a special resolution of Shareholders so provides, fix the number of directors to be elected at an annual meeting.

In addition, section 124(2) of the OBCA also provides that where a special resolution empowers directors to fix the number of directors in accordance with section 125(3) of the OBCA, the directors may appoint one or more directors between annual meetings, to hold office for a term expiring not



later than the close of the next annual meeting of Shareholders, but the total numbers so appointed may not exceed one-third of the number of directors elected at the previous annual meeting.

From time to time, the Board identifies an individual who could make a valuable contribution to the Corporation as a director. The Board wishes to have the ability to invite such an individual to join the Board between Shareholders' meetings, without the need to create a vacancy, as this may restrict the Corporation's ability to enhance the Board at the earliest opportunity.

By adopting the proposed special resolution, it will be possible to more quickly take advantage of opportunities to augment the Board. At the same time, given the limitation on the number of directors who can be added between meetings and the expiry of the term of such directors at the next annual meeting, the Shareholders maintain their control over the composition of the Board.

For these reasons, Shareholders will be asked to consider, and, if deemed advisable, to approve, with or without variation, a special resolution to empower the directors to fix the number of directors to be elected within the minimum and maximum number of directors provided for in the Articles.

The text of this special resolution which management intends to place before the Meeting for the approval of the empowerment of the directors to fix the number of directors to be elected within the minimum and maximum number of directors provided for in the Articles is set forth below:

**"BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:**

- 1) in accordance with section 125(3) of the *Business Corporations Act* (Ontario), the directors shall be empowered and authorized to determine the number of directors of the Corporation to be elected at annual meetings of the Corporation within the minimum and maximum numbers provided for in the Articles of the Corporation; and
- 2) any one director or officer of the Corporation be, and he is hereby authorized and instructed to take all such acts and proceedings and to execute and deliver all such applications, authorizations, certificates, documents and instruments, as in their opinion may be reasonably necessary or desirable for the implementation of this resolution."

**3. Election of Directors**

The Board presently consists of six (6) directors. All of the current directors have been directors since the dates indicated below and all will be standing for re- election. The Board recommends that shareholders vote **FOR** the election of the five (5) nominees of management listed in the following table.

Each director will hold office until his reelection or replacement at the next annual meeting of the shareholders unless he resigns his duties or his office becomes vacant following his death, dismissal or any other cause prior to such meeting.

Unless otherwise instructed, proxies and voting instructions given pursuant to this solicitation by the management of the Corporation will be voted for the election of the proposed nominees. **If any proposed nominee is unable to serve as a director, the individuals named in the enclosed form of proxy reserve the right to nominate and vote for another nominee in their discretion.**

*Nominees to the Board of Directors*



<b>Name and Residence</b>	<b>Position and Office</b>	<b>Principal Occupation, Business or Employment</b>	<b>Director Since</b>	<b>Number of Common Shares over which Control or Direction is Exercised</b>
Chris Carl <i>Toronto, Ontario</i>	CEO and Director	Mr. Carl is the President and CEO of the Corporation, and is the Chief Compliance Officer at Integrity Capital Group. Mr. Carl has over 25 years' experience in project finance, focused on commercializing new technologies and transforming start-up ventures into successful publicly listed companies. Mr. Carl holds an Honours Bachelor of Commerce degree from Queen's University.	December 12, 2019	5,500,000
Michael Kron <sup>(2)</sup> <i>Montreal, Quebec</i>	Director	Mr. Kron is the current Chairman and CEO of AnywhereCommerce Inc. and has held these positions since May 2016. Previously, Mr. Kron served as CFO for six years. In addition, Mr. Kron has served as a director of a number of public company boards including former director and former Audit Committee Chairman of Sprylogics Inc. (TSX-V: SPY). And current Chair of the Audit Committee of DigiMax Global Inc. Mr. Kron completed his undergraduate degree in commerce at Concordia University and earned his CPA designation at McGill University.	May 17, 2021	Nil
Yossi Nevo <sup>(2)</sup> <i>Tel Aviv, Israel</i>	Chief Operating Officer and Director	Mr. Nevo has extensive experience in establishing and managing breakthrough companies in Israel as well as globally. Mr. Nevo was instrumental in developing the Golden Page directory service (equivalent to Yellow Pages), reaching every household in Israel, and was instrumental in turning into a multi-million dollar operation. Mr. Nevo's interactions with tens of thousands of service providers led to the development of Spetz as an AI-based home and family services marketplace.	August 17, 2022	140,852,186
Ofir Friedman <i>Rehovot Israel</i>	Chief Marketing Officer and Director	Mr. Friedman has more than 10 years of experience in marketing, business development and technology. Mr. Friedman was involved in significant marketing campaigns of some of the biggest brands in the Israeli market, as well as the marketing campaigns of global brands and government bodies. Ofir founded a marketing agency for SMBs and served as an Information Technology Manager in the Israeli Air Force Intelligence. Ofir has a bachelor's degree in Management and Communication from the The Open University of Israel, and is in the process of pursuing a Master of Business Administration, with a specialization in Marketing.	August 17, 2022	16,863,362
Bhavuk Kaul <sup>(2)</sup> <i>London, United Kingdom</i>	Director	Mr. Kaul is an entrepreneur, board member and advisor to multiple companies. Mr. Kaul was the founder and CEO of Plate IQ, where he remains a board member. Mr. Kaul built and led the company from its inception, through its recent sale to a private equity fund. Plate IQ is an invoice processing and a payable platform for small to medium size businesses. It works with over 20,000 business processing over \$ 20 Billion in invoices and \$5 Billion in payments each year. Prior to Plate IQ, Mr. Bhavuk was the co-founder and Head of Products at Sprylogics, a pioneering location-based mobile search app downloaded by more than 25 million users. He	N/A	Nil

		also worked in Product Management at BlackBerry, where he was responsible for managing teams that built and distributed products in 25 markets with over 300 carriers. Bhavuk has a BS in hospitality administration/management from the University of New Hampshire and an MS in information science from Pace University.		
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**Notes:**

- (1) The information as to principal occupation, business or employment and shares beneficially owned or controlled is not within the knowledge of management of the Corporation and has been furnished by the respective individuals.
- (2) Member of the Audit Committee.

*Corporate Cease Trade Orders or Bankruptcies*

None of the proposed directors of the Corporation is, as at the date hereof, or has been, within the previous 10 years, a director, chief executive officer or chief financial officer of any company (including the Corporation) that, (i) was subject to an order 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 an order 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.

None of the proposed directors of the Corporation is, as at the date hereof, or has been, within the previous ten (10) years, a director or executive officer of any company (including the Corporation) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

*Penalties or Sanctions*

None of the proposed directors of the Corporation has been subject to (i) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or (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.

*Personal Bankruptcies*

None of the proposed directors of the Corporation has, within the ten (10) 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 the assets of the proposed director.

**4. Appointment of Auditor**

Unless otherwise instructed, the persons named in the enclosed proxy or voting instruction form intend to vote such proxy or voting instruction form in favour of the appointment of Clearhouse LLP, as auditors of the Corporation to hold office until the next annual meeting of shareholders and the authorization of the directors of the Corporation to fix their remuneration. Clearhouse LLP was appointed as the Corporation’s auditor on May 4, 2020. In accordance with Section 4.11 of National Instrument 51-102 – *Continuous Disclosure Obligations* (“**NI 51-102**”) in connection with the appointment of Clearhouse LLP.

The directors of the Corporation recommend that shareholders vote in favour of the appointment of Clearhouse LLP, and the authorization of the directors of the Corporation to fix their remuneration. To be adopted, this resolution is required to be passed by the affirmative vote of a majority of the votes cast at the Meeting.

## **5. Adoption of Omnibus Equity Incentive Plan**

The Board has determined that it is advisable to adopt an omnibus equity incentive plan (the "**Omnibus Plan**"), which it believes is in the best interests of the Corporation. The Omnibus Plan will repeal and replace the Corporation's current stock option plan, dated April 30, 2018 (the "**Stock Option Plan**") to, among other things, allow for issuance of restricted share units (the "**RSUs**"). Stock options ("**Options**") granted under the Stock Option Plan will remain outstanding and be governed by the terms of the Omnibus Plan, if the Omnibus Plan is approved by the Shareholders. A copy of the Stock Option Plan, which shall be repealed and replaced, subject to Shareholder approval, is attached hereto as Schedule "A".

The Board is of the view that the Omnibus Plan is required to provide additional incentive to and attract and retain the key executives necessary for the Corporation's long-term success, to encourage executives to further the development of the Corporation and its operations, and to motivate top quality and experienced executives. At the Meeting, the Shareholders will be asked to pass an ordinary resolution to repeal the Stock Option Plan and adopt and approve the Omnibus Plan. A copy of the Omnibus Plan is attached hereto as Schedule "B". Set forth below is a summary of the Omnibus Plan. The following summary is qualified in all respects by the provisions of the Omnibus Plan. Reference should be made to the Omnibus Plan for the complete provisions thereof.

### ***Summary of the Omnibus Plan***

#### *Purpose, Administration and Eligible Participants*

The purpose of the Omnibus Plan is to advance the interests of the Corporation through the motivation, attraction and retention of key employees, consultants and directors of the Corporation and designated affiliates of the Corporation and to secure for the Corporation and the Shareholders of the Corporation the benefits inherent in the ownership of Common Shares by key employees, consultants and directors of the Corporation and the designated affiliates of the Corporation through the granting of Options and RSUs (RSUs together with the Options, collectively, the "**Awards**") to eligible participants under the Omnibus Plan. The Omnibus Plan will be administered by the Board. Pursuant to the Omnibus Plan, the directors may delegate the administration of the Omnibus Plan to an administrator (the "**Administrator**") authorized to carry out such administration and, failing an Administrator being so designated, the Omnibus Plan is to be administered by the Board.

Subject to the provisions of the Omnibus Plan, the Administrator has the authority to select those persons to whom Awards will be granted. In respect of a grant of Options, eligible participants under the Omnibus Plan include the directors, officers and employees (including both full-time and part-time employees) of the Corporation or of any designated affiliate of the Corporation and any person or corporation engaged to provide ongoing management, advisory or consulting services for the Corporation or a designated affiliate of the Corporation or any employee of such person or corporation. In respect of a grant of RSUs, eligible participants under the Omnibus Plan include the directors, officers and employees (including both full-time and part-time employees) of the Corporation or of any designated affiliate of the Corporation and any person or corporation engaged to provide ongoing management, advisory or consulting services for the Corporation or a designated affiliate of the Corporation or any employee of such person or corporation, other than any Related

Persons retained to provide Investor Relations Activities (as such terms are defined in the policies of the CSE).

#### *Common Shares Subject to the Omnibus Plan*

The aggregate number of Common Shares reserved for issue under the Omnibus Plan may not exceed ten percent (10%) of the Common Shares outstanding from time to time. The Omnibus Plan is a "rolling" maximum share Omnibus Plan, and any increase or reduction in the number of outstanding Common Shares will result in an increase or reduction, respectively, in the number of Common Shares that are available to be issued under the Omnibus Plan.

The Omnibus Plan sets the maximum number of Common Shares reserved for issuance, in the aggregate, pursuant to the settlement of RSUs and Options granted under the Omnibus Plan at 50,521,152 Common Shares. As of the Record Date, there were 20,050,000 Common Shares reserved for issue upon the exercise of outstanding Options, 15,551,702 reserved for issue upon the exercise of outstanding RSUs, representing in the aggregate approximately 7.05% of the issued and outstanding Common Shares, leaving approximately 14,919,450, or 2.95% Common Shares currently available to be reserved for issuance under the Omnibus Plan.

The maximum number of Common Shares reserved for issue pursuant to Awards granted to participants who are insiders of the Corporation in any twelve (12) month period may not exceed, in the aggregate, ten percent (10%) of the number of Common Shares then outstanding, unless disinterested Shareholder approval is received therefor. The maximum number of Common Shares reserved for issue pursuant to Awards granted under the Omnibus Plan to any one participant in any twelve (12) month period shall not exceed five percent (5%) of the number of Common Shares then outstanding, unless disinterested Shareholder approval is received therefor. The maximum number of Common Shares reserved for issue under Awards granted to any one participant (other than a participant who is an eligible director or eligible employee) in any twelve (12) month period shall not exceed two percent (2%) of the number of Common Shares then outstanding.

The maximum number of Common Shares reserved for issue under Options granted to all eligible employees and to all participants (other than participants who are eligible directors) conducting Investor Relations Activities in any twelve (12) month period shall not exceed, in the aggregate, two percent (2%) of the number of Common Shares then outstanding. Options granted to participants (other than participants who are eligible directors or eligible employees) performing Investor Relations Activities shall vest in stages over a twelve (12) month period, with no more than one-fourth ( $\frac{1}{4}$ ) of the Options vesting in any three (3) month period. The directors of the Corporation shall, through the establishment of appropriate procedures, monitor the trading in the securities of the Corporation by all grantees of Options performing Investor Relations Activities.

#### *Option Awards*

An Option is a stock option granted by the Corporation to a participant entitling such participant to acquire a designated number of Common Shares from treasury at the exercise price. The Corporation is obligated to issue and deliver the designated number of Common Shares on the exercise of an Option and shall have no independent discretion to settle an Option in cash or other property other than Common Shares issued from treasury.

#### *Exercise Price of Options*

The exercise price of any Option may not be less than the closing price of the Common Shares on the principal stock exchange on which the Common Shares are listed on the last trading day immediately preceding the date of grant of the Option less the maximum discount, if any, permitted

by such stock exchange and, if the Common Shares are not then listed on any stock exchange, the exercise price may not be less than the fair market value of the Common Shares as may be determined by the directors of the Corporation on the day immediately preceding the day of the grant of such Option.

#### *Expiry Date of Options*

Each Option, unless sooner terminated pursuant to the provisions of the Omnibus Plan, will expire on a date to be determined by the Administrator at the time the Option is granted, subject to amendment by an employment contract, which date cannot be later than ten (10) years after the date the Option is granted. However, if the expiry date falls within a "blackout period" or within ten (10) business days after the expiry of a "blackout period", then the expiry date of the Option will be the date which is ten (10) business days after the expiry of the blackout period.

#### *Vesting and Exercise of Options*

Except as otherwise provided in the Omnibus Plan or in any employment contract, each Option may be exercised during the term of the Option only in accordance with the vesting schedule, if any, determined by the Administrator at the time of the grant of the Option, which vesting schedule may include performance vesting or acceleration of vesting in certain circumstances and which may be amended or changed by the Administrator from time to time with respect to a particular Option, subject to applicable regulatory requirements. If the Administrator does not determine a vesting schedule at the time of the grant of any particular Option, such Option will be exercisable in whole at any time, or in part from time to time, during the term of the Option.

#### *Effect of Termination*

No Option granted under the Omnibus Plan may be exercised unless the optionee at the time of exercise thereof is:

1. in the case of an eligible employee, an officer of the Corporation or a designated affiliate of the Corporation or in the employment of the Corporation or a designated affiliate of the Corporation and has been continuously an officer or so employed since the date of the grant of such Option;
2. in the case of an eligible director who is not also an eligible employee, a director of the Corporation or a designated affiliate of the Corporation and has been such a director continuously since the date of the grant of such Option; and
3. in the case of any other eligible participant, engaged, directly or indirectly, in providing ongoing management, advisory, consulting, technical or other services for the Corporation or a designated affiliate of the Corporation and has been so engaged since the date of the grant of such Option;

provided, however, that if a participant: (i) ceases to be a director of the Corporation and of the designated affiliates of the Corporation (and is not or does not continue to be an employee thereof) for any reason (other than death); or (ii) ceases to be employed by, or provide services to, the Corporation or the designated affiliates of the Corporation (and is not or does not continue to be a director or officer thereof), or any corporation engaged to provide services to the Corporation or the designated affiliates of the Corporation, for any reason (other than death) or receives notice from the Corporation or any designated affiliate of the Corporation of the termination of his or her employment contract, except as otherwise provided in any employment contract, such participant will have ninety (90) days from the date of such termination to exercise his or her Options to the

extent that such participant was entitled to exercise such Options at the date of such termination. Notwithstanding the foregoing or any employment contract, in no event shall such right extend beyond the period during which the Option was exercisable under the terms of its grant or one (1) year from the date of such termination.

#### *RSU Awards*

An RSU is an Award that is a bonus for services rendered in the year of grant, that, upon settlement, entitles the recipient participant to receive a cash payment equal to the closing price of the Common Shares on the CSE on the last trading date prior to the applicable vesting date or, at the sole discretion of the Administrator, a Common Share, and subject to such restrictions and conditions on vesting as the Administrator may determine at the time of grant, unless such RSU expires prior to being settled.

#### *Vesting*

The Administrator shall have sole discretion to determine if any vesting conditions with respect to an RSU, including any performance criteria or other vesting conditions contained in the applicable restricted share unit agreement, have been met or waive the vesting conditions applicable to RSUs (or deem them to be satisfied), and shall communicate to a participant, as soon as reasonably practicable, the date on which all such applicable vesting conditions in respect of a grant of RSUs have been satisfied and the RSUs have vested.

#### *Settlement*

Subject to the vesting and other conditions and provisions in the Omnibus Plan and in the applicable restricted share unit agreement, each RSU awarded to a participant shall entitle the participant to receive, on settlement, a cash payment equal to the closing price of the Common Shares on the CSE on the last trading date prior to the vesting date, or, at the discretion of the Administrator, one Common Share or any combination of cash and Common Shares as the Administrator in its sole discretion may determine, in each case less any applicable withholding taxes. The Corporation (or the applicable designated affiliate) may, in its sole discretion, elect to settle all or any portion of the cash payment obligation by the delivery of Common Shares issued from treasury or acquired by a designated broker in the open market on behalf of the participant. Subject to the terms and conditions in the Omnibus Plan, vested RSUs shall be redeemed by the Corporation (or the designated affiliate) as described above on the 15<sup>th</sup> day following the vesting date. Notwithstanding any other provisions in the Omnibus Plan, no payment, whether in cash or in Common Shares, shall be made in respect of the settlement of any RSUs later than December 15<sup>th</sup> of the third calendar year following the end of the calendar year in respect of which such RSU is granted.

#### *Dividend Equivalents*

Dividend Equivalents may, as determined by the Administrator in its sole discretion, be awarded as a bonus for services rendered in the year in respect of unvested RSUs in a participant's account on the same basis as cash dividends declared and paid on Common Shares as if the participant was a holder of record of Common Shares on the relevant record date. In the event that the participant's applicable RSUs do not vest, all Dividend Equivalents, if any, associated with such RSUs will be forfeited by the participant.

#### *Effect of Death*

If a participant dies, any unvested RSUs in the participant's account as at the date of such death shall become immediately forfeited and cancelled. For greater certainty, where a participant's



employment or service relationship with the Corporation or a designated affiliate is terminated as a result of death following the satisfaction of all vesting conditions in respect of particular RSUs but before receipt of the corresponding distribution or payment in respect of such RSUs, the participant shall remain entitled to such distribution or payment. Notwithstanding the foregoing, if the Administrator, in its sole discretion, instead accelerates the vesting or waives vesting conditions with respect to all or some portion of outstanding unvested RSUs, the date of such action is the applicable vesting date.

#### *Effect of Termination*

In the event that a participant ceases to be a service provider for any reason other than termination for Cause, or as a result of participant's death or disability, then the vested Options shall remain exercisable until the earlier of (i) a period of three (3) months from the date of termination or longer as may be determined by the Administrator; or (ii) expiration of the term of the Option.

In the event that the participant ceases to be a service provider as a result of participant's disability or death, then the vested Options shall remain exercisable until the earlier of: (i) a period of twelve (12) months from the date of termination or longer as may be determined by the Administrator; or (ii) expiration of the term of the Option.

In the event that the participant ceases to be a service provider for Cause, then all Options will terminate immediately upon the date of such termination for Cause, such that the unvested portion of the Awards will not vest, and the vested portion of the Awards will no longer be exercisable (if applicable), unless otherwise determined by the Administrator. In addition, any Shares issued upon exercise or (if applicable) vesting of Awards, whether held by the participant or in custody for the participant's benefit, shall be deemed to be irrevocably offered for sale to the Corporation, any of its Affiliates or any person designated by the Corporation to purchase, at the Corporation's election and subject to Applicable Law, either for no consideration, for the par value of such Shares or against payment of the exercise price paid with respect to such Shares upon their issuance, as the Administrator deems fit, upon written notice to the participant at any time after the participant's termination of employment or service.

All RSUs shall cease vesting 30 days after the date of termination, and thereafter, all unvested RSUs awarded to the participant shall be forfeited, notwithstanding the circumstances of such termination of engagement.

#### *Consolidation, Merger, etc.*

If there is a consolidation, merger or statutory amalgamation or arrangement of the Corporation with or into another corporation, a separation of the business of the Corporation into two (2) or more entities or a sale, lease exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Corporation to another entity, upon the exercise or settlement, if applicable, of an Award under the Omnibus Plan the holder thereof is entitled to receive the securities, property or cash which the holder would have received upon such consolidation, merger, amalgamation, arrangement, separation or transfer if the holder had been a holder of Common Shares immediately prior to the effective time of such event, unless the Administrator otherwise determines appropriate adjustments or substitutions to be made in such circumstances in order to maintain the economic rights of the participant in respect of such Award in connection with such event.

#### *Securities Exchange Take-Over Bid*

If a take-over bid (within the meaning of the *Securities Act* (Ontario)) is made as a result of which



all of the outstanding Common Shares are acquired by the offeror through compulsory acquisition provisions of the incorporating statute of the Corporation or otherwise, and where consideration is paid in whole or in part in equity securities of the offeror, the Administrator may send notice to all participants requiring them to surrender their Awards within ten (10) days of the mailing of such notice, and the optionees shall be deemed to have surrendered such Awards on the tenth (10th) day after the mailing of such notice without further formality, provided that, among other things, the Administrator delivers with such notice an irrevocable and unconditional offer by the offeror to grant replacement options to the participants on the equity securities offered as consideration.

#### *Acceleration on Take-Over Bid, Consolidation or Merger*

In the event that: (a) the Corporation seeks or intends to seek approval from the Shareholders of the Corporation for a transaction which, if completed, would constitute an Acceleration Event (as hereinafter defined); or (b) a person makes a bona fide offer or proposal to the Corporation or the Shareholders of the Corporation which, if accepted or completed, would constitute an Acceleration Event, then the Corporation is required to send notice to all optionees of such transaction, offer or proposal as soon as practicable. Provided that the Administrator has determined that no adjustment will be made under the provisions of the Omnibus Plan described above under the heading "Consolidation, Merger, etc.", (i) the Administrator may by resolution, and notwithstanding any vesting schedule applicable to any Option, permit all Options outstanding which have restrictions on their exercise to become immediately exercisable during the period specified in the notice (but in no event later than the applicable expiry date of an Option), so that the optionee may participate in such transaction, offer or proposal, and (ii) the Administrator may accelerate the expiry date of such Options and the time for the fulfillment of any conditions or restrictions on such exercise. An "Acceleration Event" means an acquisition by any offeror of beneficial ownership of more than fifty percent (50%) of the votes attached to the outstanding voting securities of the Corporation, any consolidation merger or statutory amalgamation or arrangement of the Corporation with or into another corporation and pursuant to which the Corporation will not be the surviving entity (other than a transaction under which the Shareholders of the Corporation immediately prior to completion of the transaction will have the same proportionate ownership of the surviving corporation), a separation of the business of the Corporation into two (2) or more entities, a sale, lease exchange or other transfer of all or substantially all of the assets of the Corporation to another entity or the approval by Shareholders of the Corporation of any plan of liquidation or dissolution of the Corporation.

#### *Amendments, Modifications and Changes*

The Administrator has the right under the Omnibus Plan to make certain amendments to the Omnibus Plan, including, but not limited to, amendments of a "housekeeping" nature, to comply with applicable law or regulation, to the vesting provisions of the Omnibus Plan, to the terms of any Award previously granted (with the consent of the optionee), and with respect to the effect of the termination of an optionee's position, employment or services under the Omnibus Plan, to the categories of persons who are participants in respect of the administration or implementation of the Omnibus Plan.

The Administrator has the right, under the Omnibus Plan, with the approval of the Shareholders, to make certain amendments to the Omnibus Plan, including, but not limited to, any change to the number of Common Shares issuable from treasury under the Omnibus Plan, any amendment which reduces the exercise price of any Award, any amendment which extends the expiry date of an Award other than as permitted under the Omnibus Plan, any amendment which cancels any Award and replaces such Award with an Award which has a lower exercise price, any amendment which would permit Awards to be transferred or assigned by any participant other than as currently permitted under the Omnibus Plan, and any amendments to the amendment provisions of the Omnibus Plan.

## ***Shareholder Approval of the Omnibus Plan***

At the Meeting, the shareholders of the Corporation will be asked to consider, and if thought fit, to pass, with or without variation, an ordinary resolution in the form set out below (the "**Omnibus Plan Resolution**"), subject to such amendments, variations or additions as may be approved at the Meeting, ratifying, confirming and adopting the Omnibus Plan.

The Board recommends that Shareholders vote **FOR** the Omnibus Plan Resolution. To be effective, the Omnibus Plan Resolution requires the approval of a majority of the votes cast thereon by Shareholders of the Corporation present or represented by proxy at the Meeting. **Unless the Shareholder directs that his or her Common Shares are to be voted against the Omnibus Plan Resolution, the persons named in the Form of Proxy intend to vote FOR the Omnibus Plan Resolution.**

The text of the Omnibus Plan Resolution to be submitted to Shareholders at the Meeting is set forth below:

### **"BE IT RESOLVED AS AN ORDINARY RESOLUTION THAT:**

- 1) the stock option plan of the Corporation dated April 30, 2018, and attached as Schedule "A" to the to the management information circular of the Corporation dated October 11, 2022 (the "**Circular**"), be and is hereby repealed;
- 2) the omnibus equity incentive plan of the Corporation (the "**Omnibus Plan**"), substantially in the form as set forth in Schedule "B" to the Circular, is hereby confirmed, ratified and approved as the omnibus equity plan of the Corporation and the Corporation has the ability to grant options and other awards under the Omnibus Plan;
- 3) the options and other awards to be issued under the Omnibus Plan, and all unallocated options and other awards under the Omnibus Plan, be and are hereby approved;
- 4) the board of directors of the Corporation (the "**Board**") is hereby authorized to make such amendments to the Omnibus Plan from time to time, as may be required by the applicable regulatory authorities, or as may be considered appropriate by the Board, in its sole discretion, provided always that such amendments be subject to the approval of the regulatory authorities, if applicable, and in certain cases, in accordance with the terms of the Omnibus Plan, the approval of the shareholders;
- 5) notwithstanding the passing of the foregoing resolution, the Board may, without further notice or approval of the shareholders of the Corporation, revoke this resolution, in whole or in part, at any time prior to the Omnibus Plan becoming effective; and
- 6) any one officer of the Corporation be, and is hereby authorized and directed, for and on behalf of the Corporation, to finalize, sign or deliver all documents, to enter into any agreements and to do and perform all acts and things as such individual, in his or her discretion, deems necessary or advisable in order to give effect to the intent of this resolution and the matters authorized hereby, including compliance with all securities laws and regulations and the rules and requirements of the CSE, such determination to be conclusively evidenced by the finalizing, signing or delivery of such document or agreement or the performing of such act or thing."

## 6. Approval of Name Change

In connection with a proposed repositioning of the Corporation on account of its acquisition of Spetz Tech Ltd., the Board anticipates that it may be in the best interest of the Corporation to change the name of the Corporation. To provide the Board with maximum flexibility in connection with the proposed repositioning of the Corporation, the Board is seeking approval from Shareholders to authorize the Board to amend the Corporation's Articles to change the name of the Corporation to "SPETZ TECH CORP.", or such other name as the Board may determine in its sole discretion (the "**Name Change**"). At the Meeting, Shareholders will be asked to consider and, if thought fit, to pass, with or without variation, a special resolution in the form set out below (the "**Name Change Resolution**") authorizing the Board, in its sole discretion, to change the name of the Corporation to such name as the Board may determine, without further approval of the Shareholders.

Notwithstanding approval of the Name Change Resolution by Shareholders, the Board may, in its sole discretion, abandon the Name Change at any time, without the approval or further approval or action by, or prior notice to the Shareholders of the Corporation. If the Board does not implement the Name Change within twenty-four (24) months of the approval of the Name Change Resolution, the authority granted by the Name Change Resolution will lapse and be of no further force or effect.

### **Resolution**

At the Meeting, Shareholders will be asked to consider and, if thought fit, to pass, with or without variation, the Name Change Resolution as a special resolution, subject to such amendments, variations or additions as may be approved at the Meeting.

The Board recommends that Shareholders vote **FOR** the Name Change Resolution. To be effective, the Name Change Resolution requires the approval of a majority of the votes cast thereon by Shareholders of the Corporation present or represented by proxy at the Meeting. **Unless the Shareholder directs that his or her Common Shares are to be voted against the Name Change Resolution, the persons named in the Form of Proxy intend to vote FOR the Name Change Resolution.**

The text of the Name Change Resolution to be submitted to Shareholders at the Meeting is set forth below:

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

- 1) the Corporation's Articles of Incorporation be amended to change the name of the Corporation from "DIGIMAX GLOBAL INC." to "SPETZ TECH CORP.", or such other name as may be approved by the Board in its sole discretion, without further approval of the shareholders of the Corporation;
- 2) to take the necessary steps following the name change to reflect the Corporation's new name, including the changing of the Corporation's stock symbol;
- 3) the effective date of such name change shall be the date shown in the certificate of amendment or such other date indicated in the articles of amendment provided that, in any event, such date shall be prior to twenty-four months from the date hereof and if not implemented within such period, the authority granted by this resolution to effect a name change on the foregoing terms will lapse and be of no further force or effect;

- 4) notwithstanding that this resolution has been duly passed by the shareholders of the Corporation, the Board be and are hereby authorized and empowered to revoke this resolution at any time prior to receipt of a certificate of amendment of the Articles of Incorporation of the Corporation giving effect to the name change, without further approval of the shareholders of the Corporation; and
- 5) any director or officer of the Corporation be and such director or officer of the Corporation is hereby authorized and empowered, acting for, in the name of and on behalf of the Corporation, to execute or cause to be executed, under the seal of the Corporation or otherwise, and to deliver or cause to be delivered any and all such documents and instruments and to do or to cause to be done all such other acts and things as, in the opinion of such director or officer, may be necessary or desirable in order to fulfil the intent of this resolution.”

In the event that the Corporation proceeds with a Name Change, letters of transmittal will be made available to Shareholders for use in depositing their certificates representing their Common Shares to the Transfer Agent in exchange for new certificates representing the new name of the Corporation. Shareholders are not required to take any action at this time. Non- Registered Shareholders holding their Common Shares through an Intermediary should note that Intermediaries may have different procedures for processing a name change than those that will be put in place by the Corporation for Registered Shareholders. If you hold your Common Shares with an Intermediary and you have questions in this regard, you are encouraged to contact your intermediary. **Shareholders should not destroy any share certificates and should not submit any certificates until requested to do so, if required.**

### **CORPORATE GOVERNANCE DISCLOSURE**

Set forth below is a description of the Corporation’s current corporate governance practices, as prescribed by Form 58-101F2, which is attached to National Instrument 58-101 – *Disclosure of Corporate Governance Practices* (“**NI 58-101**”):

#### **Board of Directors**

The directors have determined that, current and prospective members of the Board, are independent as such term is defined in NI 58-101, and that Yossi Nevo and Ofir Friedman, current members of the Board, are not “independent” as such term is defined in NI 58-101, as they both serve as executive officers (as such term is defined in NI 51-102) of the Corporation.

#### **Directorships**

The following current and/or prospective directors of the Corporation are presently directors of other issuers that are reporting issuers (or the equivalent):

<b>Name of Director</b>	<b>Name of Other Reporting Issuers</b>
Michael Kron	Siyata Mobile Inc.
Edward Murphy	Essex Oil Ltd. Credo Resources Inc. Darkhorse Technologies Ltd. Empire Minerals Corporation Inc.

## **Orientation and Continuing Education**

While the Corporation does not currently have a formal orientation and education program for new members of the Board, the Corporation provides such orientation and education on an ad hoc and informal basis.

## **Ethical Business Conduct**

The directors maintain that the Corporation must conduct and be seen to conduct its business dealings in accordance with all applicable laws and the highest ethical standards. The Corporation's reputation for honesty and integrity amongst its shareholders and other stakeholders is key to the success of its business. No employee or director will be permitted to achieve results through violation of laws or regulations, or through unscrupulous dealings.

Any director with a conflict of interest or who is capable of being perceived as being in conflict of interest with respect to the Corporation must abstain from discussion and voting by the Board or any committee of the Board on any motion to recommend or approve the relevant agreement or transaction. The Board must comply with conflict of interest provisions of the OBCA.

## **Nomination of Directors**

Both the directors and management are responsible for selecting nominees for election to the Board. At present, there is no formal process established to identify new candidates for nomination. The Board and management determine the requirements for skills and experience needed on the Board from time to time. The present Board and management expect that new nominees have a track record in general business management, special expertise in an area of strategic interest to the Corporation, the ability to devote the time required, support for the Corporation's business objectives and a willingness to serve.

## **Compensation**

The directors carry out the evaluation of the Chief Executive Officer and develop the appropriate compensation policies for both the employees of the Corporation and the other directors of the Corporation.

To determine appropriate compensation levels, the directors review compensation paid for directors and Chief Executive Officers of companies of similar size and stage of development in the oil sands technology industries and determine an appropriate compensation reflecting the need to provide incentive and compensation for the time and effort expended by the directors and senior management while taking into account the financial and other resources of the Corporation. In setting compensation levels, the directors annually review the performance of the Chief Executive Officer in light of the Corporation's objectives and consider other factors that may have impacted the success of the Corporation in achieving its objectives. The directors may engage independent compensation advice in order to fulfill its mandate.

## **Assessments**

The directors believe that nomination to the Corporation's Board is not open ended and that directorships should be reviewed carefully for alignment with the strategic needs of the Corporation. To this extent, the directors constantly review (i) individual director performance and the performance of the Board as a whole, including processes and effectiveness; and (ii) the performance of the Chairman, if any, of the Board.

## AUDIT COMMITTEE

National Instrument 52-110 – *Audit Committees* (“**NI 52-110**”) requires the Corporation, as a venture issuer, to disclose annually in its Circular certain information concerning the constitution of its Audit Committee and its relationship with its independent auditor.

### **Audit Committee Charter**

The Corporation’s Audit Committee is governed by an audit committee charter, a copy of which is attached hereto as Schedule “C”.

### **Composition of Audit Committee**

The Corporation’s Audit Committee is comprised of three (3) directors, Michael Kron (Chairman), Yossi Nevo and Bhavuk Kaul. Each member of the audit committee is “financially literate”, as such term is defined in NI 52-110. Messrs. Kron and Kaul are both “independent”, as such term is defined in NI 52-110 and in the OBCA. Mr. Nevo is not “independent”, as he serves as a senior officer of the Corporation.

### **Relevant Education and Experience**

In addition to each member’s general business experience, the education and experience of each audit committee member relevant to the performance of his responsibilities as an audit committee member is as follows:

*Michael Kron:* Mr. Kron is the current Chairman and CEO of AnywhereCommerce Inc. and has held these positions since May 2016. Previously, Mr. Kron served as CFO for six years. In addition, Mr. Kron has served as a director of a number of public company boards including former director and former Audit Committee Chairman of Sprylogics Inc. (TSX-V: SPY). And current Chair of the Audit Committee of DigiMax Global Inc. Mr. Kron completed his undergraduate degree in commerce at Concordia University and earned his CPA designation at McGill University.

*Bhavuk Kaul:* Mr. Kaul is an entrepreneur, board member and advisor to multiple companies. Mr. Kaul was the founder and CEO of Plate IQ, where he remains a board member. Mr. Kaul built and led the company from its inception, through its recent sale to a private equity fund. Plate IQ is an invoice processing and a payable platform for small to medium size businesses. It works with over 20,000 business processing over \$ 20 Billion in invoices and \$5 Billion in payments each year. Prior to Plate IQ, Mr. Bhavuk was the co-founder and Head of Products at Sprylogics, a pioneering location-based mobile search app downloaded by more than 25 million users. He also worked in Product Management at BlackBerry, where he was responsible for managing teams that built and distributed products in 25 markets with over 300 carriers. Bhavuk has a BS in hospitality administration/management from the University of New Hampshire and an MS in information science from Pace University.

*Yossi Nevo:* Mr. Nevo has extensive experience in establishing and managing breakthrough companies in Israel as well as globally. Mr. Nevo was instrumental in developing the Golden Page directory service (equivalent to Yellow Pages), reaching every household in Israel, and was instrumental in turning into a multi-million dollar operation. Mr. Nevo’s interactions with tens of thousands of service providers led to the development of Spetz as an AI-based home and family services marketplace.

### **External Auditor Matters**

Since the commencement of the Corporation’s most recently completed financial year, the

Corporation's directors have not failed to adopt a recommendation of the Audit Committee to nominate or compensate an external auditor and the Corporation has not relied on the exemptions contained in sections 2.4 or 8 of NI 52-110. Section 2.4 provides an exemption from the requirement that the Audit Committee must pre-approve all non-audit services to be provided by the auditor, where the total amount of fees related to the non-audit services are not expected to exceed 5% of the total fees payable to the auditor in the financial year in which the non-audit services were provided. Part 8 permits a company to apply to a securities regulatory authority for an exemption from the requirements of NI 52-110, in whole or in part.

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

In the following table, "Audit Fees" are fees billed by the Corporation's external auditor for services provided in auditing the Corporation's annual financial statements for the subject year. "Audit-Related Fees" are fees not included in audit fees that are billed by the auditor for assurance and related services that are reasonably related to the performance of the audit or review of the Corporation's financial statements. "Tax Fees" are fees billed by the auditor for professional services rendered for tax compliance, tax advice and tax planning. "All Other Fees" are fees billed by the auditor for products and services not included in the foregoing categories.

The fees paid by the Corporation to its auditor in its previous two financial year-ends, by category, are as follows:

Financial Year Ending	Audit Fees	Audit-Related Fees	Tax Fees	All Other Fees
January 31, 2021	49,121	Nil	5,650	49,121
January 31, 2022	98,761	4,582	13,895	98,761

### Exemptions:

The Corporation is a "venture issuer" as defined in NI 52-110 and is relying on the exemption contained in Section 6.1 of NI 52-110, which exempts the Corporation from the requirements of Part 3 (Composition of the Audit Committee) and Part 5 (Reporting Obligations) of NI 52-110.

## STATEMENT OF EXECUTIVE COMPENSATION

Securities legislation requires the disclosure of the compensation received by each "Named Executive Officer" of the Corporation for the most recently completed financial year. "Named Executive Officer" or "NEO" is defined by the legislation to mean: (i) the Chief Executive Officer of the Corporation; (ii) the Chief Financial Officer of the Corporation; (iii) each of the Corporation's three most highly compensated executive officers 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 \$150,000 for that financial year; and (iv) each individual who would be a "Named Executive Officer" under paragraph (iii) but for the fact that the individual was neither an executive officer of the Corporation, nor acting in a similar capacity, at the end of the most recently completed financial year.

### Compensation Discussion and Analysis

During the financial year ended January 31, 2022, the Corporation's executive compensation



program was administered by the Board. The Corporation's executive compensation program has the objective of attracting and retaining a qualified and cohesive group of executives, motivating team performance and the aligning of the interests of executives with the interests of the Corporation's shareholders through a package of compensation that is simple and easy to understand and implement. Compensation under the program was designed to achieve both current and longer term goals of the Corporation and to optimize returns to shareholders. In addition, in order to further align the interests of executives with the interests of the Corporation's shareholders, the Corporation has implemented share ownership incentives through incentive stock options. The Corporation's overall compensation objectives are in line with its peer group of technology/artificial intelligence companies with opportunities to participate in equity.

In determining the total compensation of any member of senior management, the directors of the Corporation consider all elements of compensation in total rather than one element in isolation. The directors of the Corporation also examine the competitive positioning of total compensation and the mix of fixed, incentive and share-based compensation.

#### *Base Salary*

While there is no official set of benchmarks that the Corporation relies on and there is not a defined list of issuers that the Corporation uses as a benchmark, the Corporation makes itself aware of, and is cognizant of, how comparable issuers in its business compensate their executives. The Corporation's peer group in connection with salary compensation consists of a sampling of other oil sands technology companies both private and public. The Chief Executive Officer reviews and updates the directors on the peer group and other informal channels and compares the salaries offered by the Corporation against those of the peer group generally to ensure the Corporation's salary compensation is within the range of expected annual base salary for the group.

#### *Bonus Framework*

While the directors of the Corporation believe that a well-balanced executive compensation program must simultaneously motivate and reward participants to deliver financial results while maintaining focus on long-term goals that track financial progress and value creation, during the financial year ended January 31, 2022, the Corporation did not have in place an annual team bonus or discretionary individual bonus plan and the Corporation did not pay any bonuses.

#### *Group Benefits*

The Corporation does not offer a group benefits plan of any kind.

#### *Perquisites and Personal Benefits*

While the Corporation reimburses its Named Executive Officers for expenses incurred in the course of performing their duties as executive officers of the Corporation, the Corporation did not provide any compensation that would be considered a perquisite or personal benefit to its Named Executive Officers.

### **Option-Based Awards**

An important part of the Corporation's compensation program is to offer the opportunity and incentive for executives and staff to own shares of the Corporation. The directors of the Corporation believe that ownership of the Corporation's shares will align the interests of executives and future staff with the interests of the Corporation's shareholders.

Incentive stock options are not granted on a regular schedule but rather as the compensation is reviewed by the directors of the Corporation from time to time with input from the Chief Executive Officer. When reviewing incentive stock option grants, consideration is given to the total compensation package of the executives and staff and a weighting of appropriate incentives groupings at the senior, mid and junior levels of the staff including past grants. At the time of any incentive stock option grant, consideration is also be given to the available incentive stock option pool remaining for new positions being contemplated by the Corporation.

Incentive stock options are currently granted under the Stock Option Plan approved by the directors of the Corporation on April 30, 2018 and most recently approved by the shareholders of the Corporation on May 21, 2018. Pursuant to the Stock Option Plan, the Board may from time to time, in its discretion and in accordance with the Stock Option Plan, grant to directors, officers, employees, consultants and service providers of the Corporation or any affiliate thereof as well as a personal holding corporation of such persons, non-transferable options to purchase Common Shares, provided that the number of Common Shares reserved for issuance will not exceed 21,500,000 Common Shares, exercisable for a period of up to ten (10) years from the date of the grant. The number of Common Shares reserved for issuance to any individual director or officer of the Corporation will not exceed 5% of the issued and outstanding Common Shares (2% in the case of participants providing investor relations services to the Corporation) unless disinterested shareholder approval is obtained. The exercise price of any option granted pursuant to the Stock Option Plan shall be determined by the Board when granted, but shall not be less than the closing price of the Common Shares on the trading date prior to the date of grant of any stock exchange or over the counter market upon which the Common Shares may then be listed or on which the Common Shares may then be traded.

The options may be exercised no later than 30 days following the date the participant ceases to be a director, officer, employee or consultant of the Corporation, subject to the expiry date of such option. However, if the termination occurs as a result of death or disability the options may be exercised no later than 90 days following such date.

### Summary Compensation Table for Named Executive Officers and Directors

The following table sets forth information concerning the total compensation paid to the Named Executive Officers of the Corporation for the financial years ended January 31, 2022, 2021 and 2020:

Name and Principal Position	Year	Salary (\$)	Share-Based Awards (\$)	Option-Based Awards (\$) <sup>(5)</sup>	Non-Equity Incentive Plan Compensation		Pension Value (\$)	All Other Compensation (\$)	Total Compensation (\$)
					Annual Incentive Plans (\$)	Long Term Incentive Plans (\$)			
Chris Carl <i>President and Chief Executive Officer</i> <sup>(1)</sup>	2022	229,682	Nil	226,424	Nil	102,000	Nil	Nil	558,106
	2021	88,871	Nil	92,112	Nil	Nil	Nil	Nil	180,983
	2020	125,331	Nil	7,360	Nil	Nil	Nil	Nil	132,691
David	2022	107,219	Nil	32,879	Nil	Nil	Nil	Nil	140,098

Bhumgara Chief Financial Officer <sup>(2)</sup>	2021	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2020	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Kyle Appleby Former Chief Financial Officer	2022	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2021	36,000	Nil	Nil	Nil	Nil	Nil	Nil	36,000
	2020	36,000	Nil	11,040	Nil	Nil	Nil	Nil	47,040
Thierry Hubert <sup>(3)</sup> Chief Technology Officer	2022	201,832	Nil	735,659	Nil	70,000	Nil	Nil	982,319
	2021	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2020	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Edward Murphy Director, Former CEO and CFO	2022	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2021	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2020	Nil	Nil	9,200	Nil	Nil	Nil	Nil	9,200.00

**Notes:**

- (1) Mr. Carl was appointed Chief Executive Officer and Chief Financial Officer of the Corporation on March 29, 2018. Mr. Carl resigned as Chief Financial Officer of the Corporation on December 27, 2018.
- (2) Mr. Bhumgara was appointed Chief Financial Officer of the Corporation on February 12, 2021.
- (3) Mr. Hubert was appointed Chief Technology Officer of the Corporation on December 22, 2020.
- (4) Mr. Murphy resigned as Chief Executive Officer and Chief Financial Officer of the Corporation on March 29, 2018.
- (5) The valuation of option-based compensation is based on the Black-Scholes Model at the time of grant. None of the options are "in-the-money".

**Stock Options and Other Compensation Securities**

*Outstanding Share-Based Awards and Option-Based Awards*

The securities referred to in the table above were granted as at January 31, 2022.

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 (\$) <sup>(1)</sup>	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 (\$)
Chris Carl President and Chief Executive Officer	500,000	0.15	1/28/2023	Nil	1,275,000	102,000	Nil
	500,000	0.39	2/26/2023		2,586,600	129,330	
	250,000	0.20	8/30/2023		277,136	13,857	
	1,000,000	0.05	8/25/2027		138,161	6,908	
David Bhumgara Chief Financial Officer	150,000	0.24	2/5/2023	Nil	Nil	Nil	Nil
Thierry Hubert Chief Technology Officer	500,000	0.15	1/28/2023	Nil	875,000	70,000	Nil
	500,000	0.24	2/5/2023				
	1,500,000	0.39	2/26/2023				
Edward Murphy Director, Former CEO and CFO	250,000	0.39	2/26/2023	Nil	1,048,243	73,377	Nil
	250,000	0.20	8/30/2023		99,584	4,979	
	1,000,000	0.05	8/25/2027		99,584	4,979	
					116,181	5,809	
Eric Lerner	750,000	0.25	3/21/2023	Nil	1,000,000	70,000	Nil

<i>Director</i>	250,000	0.20	8/30/2023				
	1,000,000	0.05	8/25/2027				
Michael Kron <i>Director</i>	750,000	0.25	3/21/2023	Nil	1,035,714	72,500	Nil
	250,000	0.20	8/30/2023		96,042	4,802	
	1,000,000	0.05	8/25/2027		96,042	4,802	
					112,049	5,602	

**Note:**

(1) The valuation of option-based compensation is based on the Black-Scholes Model at the time of grant. None of the options are "in-the-money".

For greater clarity, the value of the Options granted to the Named Executive Officers named above is outlined in more detail below:

Name	Grant Date	Expiry Date	Number of Securities Underlying Unexercised Options (#)	Option Exercise Price (\$)	Black-Scholes Value on Grant Date
Chris Carl <i>President and Chief Executive Officer</i>	02/26/2021	02/26/2023	500,000	0.39	184,686
	08/30/2021	08/30/2023	250,000	0.20	41,783
David Bhumgara <i>Chief Financial Officer</i>	02/05/2021	02/05/2023	150,000	0.24	32,879
Thierry Hubert <i>Chief Technology Officer</i>	01/08/2021	01/08/2023	500,000	0.15	72,005
	02/05/2021	02/05/2023	500,000	0.24	109,598
	02/26/2021	02/26/2023	1,500,000	0.39	554,056

**Termination and Change of Control Benefits**

As at the end of the Corporation's most recently completed financial year (January 31, 2022) the Corporation had entered contracts with Chris Carl and Thierry Hubert, which provided for a severance payment equal to six (6) month's salary plus an additional one (1) month for each full year of service commencing March 1, 2021 where such payment would be made following, or in connection with, any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change in control of the Corporation or a change said Named Executive Officers' responsibilities.

The Corporation has since modified these agreements with Messrs. Carl and Hubert to provide a severance payment in the form of issuance of an RSU in an amount calculated as 6 months payment divided by the share price at said time.

**Director Compensation**

Name	Fees Earned (\$)	Share Based Awards	Option Based Awards (\$)	Non-Equity Incentive Plan	Pension Value	All Other Compensation (\$)	Total
Edward Murphy	75,216	Nil	197,500	Nil	Nil	Nil	272,716
Eric Lerner	79,628	Nil	237,500	Nil	Nil	64,094	381,222
Michael Kron	73,520	Nil	237,500	Nil	Nil	Nil	311,020

## SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table provides information as of January 31, 2022 regarding the number of Common Shares to be issued pursuant to equity compensation plans of the Corporation and the weighted-average exercise price of said securities:

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (\$) (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by securityholders	23,750,000	0.22	3,356,501
Equity compensation plans not approved by securityholders	2,150,000	0.08	Nil
<b>Total:</b>	25,900,000	0.22	1,206,501

## INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

None of the directors, the proposed nominees for election as director, the executive officers of the Corporation, or any of their respective associates or affiliates is or has been, during the year ended January 31, 2022, indebted to the Corporation or any of its subsidiaries in respect of loans, advances or guarantees of indebtedness.

## DIRECTOR AND OFFICER INSURANCE

The Corporation's current directors' and officers' insurance policies provide for aggregate coverage of \$1,000,000. The policies protect the Corporation's directors and officers against liability incurred by them while acting in their capacities as directors and officers of the Corporation and its subsidiaries. The Corporation's cost for these policies is approximately \$77,500 annually.

## INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

None of the informed persons (as such term is defined in NI 51-102) of the Corporation, any proposed director of the Corporation, or any associate or affiliate of any informed person or proposed director, has had any material interest, direct or indirect, in any transaction of the Corporation since the commencement of the Corporation's most recently completed financial year or in any proposed transaction which has materially affected or would materially affect the Corporation or any of its subsidiaries.

## MANAGEMENT CONTRACTS

There are no management functions of the Corporation which are to any substantial degree performed by a person or a company other than the directors or executive officers of the Corporation.

## PARTICULARS OF OTHER MATTERS TO BE ACTED UPON

Other than the foregoing, management of the Corporation knows of no other matter to come before the Meeting other than those referred to in the Notice of Meeting. However, if any other matters

which are not known to the management should properly come before the Meeting, the accompanying form of proxy confers discretionary authority upon the persons named therein to vote on such matters in accordance with their best judgment.

### **ADDITIONAL INFORMATION**

Additional information relating to the Corporation is available on SEDAR at [www.sedar.com](http://www.sedar.com). Financial information is provided in the Corporation's financial statements and Management's Discussion and Analysis all as filed on SEDAR ([www.sedar.com](http://www.sedar.com)), copies of which may be obtained from the Corporation upon request. The Corporation may require the payment of a reasonable charge if the request is made by a person who is not a shareholder of the Corporation.

**DATED** this 11<sup>th</sup> day of October, 2022.

/s/ "Chris Carl"

**Chris Carl**  
**President and Chief Executive Officer**

**SCHEDULE "A"**

**STOCK OPTION PLAN**

*(See attached.)*



## SCHEDULE "B"

### TJR COATINGS INC.

#### STOCK OPTION PLAN

##### 1. PURPOSE OF THE PLAN

The purpose of this Stock Option Plan (the "**Plan**") is to provide employees, officers, directors, consultants and service providers (such term has here and hereinafter the meaning ascribed to it in The Toronto Stock Exchange Option Policy) to **TJR COATINGS INC.** (the "**Corporation**", which term shall, unless the context otherwise requires, include its "associates" as such term is defined in the Securities Act (Ontario)) with the opportunity through share options, to acquire a proprietary interest in the **Corporation**, to encourage ownership of the Common Shares by persons primarily responsible for the management of the business of the **Corporation** and to provide additional incentive for performance by such persons and to enable the **Corporation** to attract and retain valued directors, officers, employees and service providers.

##### 2. ADMINISTRATION

The **Plan** shall be administered by the board of directors of the **Corporation** (the "**Board**"). The **Board** shall have full authority to interpret the Plan and to make such rules and regulations and establish such procedures as they deem appropriate for the administration of the **Plan**. A decision of the majority of the members of the **Board** in respect of any matter hereunder shall be binding and conclusive for all purposes and on all persons.

##### 3. SHARES SUBJECT TO THE PLAN

- a) Subject to sub-section 3 (b) below, options may be granted on authorized but unissued Common Shares (the "**Shares**") of the **Corporation**. Options to purchase a maximum of **Twenty One Million Five Hundred Thousand (21,500,000) Shares** may be granted by the **Board** at any time and from time to time, under the **Plan**. **Shares** in respect of which options have been granted and which are not exercised prior to expiry shall be available for subsequent option;
- b) The number of outstanding **Shares** of the **Corporation** reserved for options to insiders or issued to insiders within any one (1) year period shall not exceed ten percent (10%) of the outstanding **Shares** of the **Corporation**;
- c) The number of outstanding **Shares** of the **Corporation** issued to any one insider within any one period shall not exceed five percent (5%) of the outstanding **Shares** of the **Corporation**;
- d) All **Shares** issued pursuant to the exercise of options granted under the **Plan** will be so issued as fully paid Common Shares.

##### 4. PARTICIPATION

Options shall be granted under the **Plan** only to directors, officers, employees, consultants and service providers of the **Corporation** or any affiliate thereof (the "**Optionee**") or to a personal holding corporation controlled by such **Optionee**, the number of **Shares** to be optioned from time to time to any individual shall be designated and determined from time to time by the **Board**.

## 5. OPTION PRICE

The option price of the **Shares** which are the subject of any option shall be fixed by the **Board**, but under no circumstances shall any such price be less than the closing price of the **Shares** on the trading date prior to the date of grant of any stock exchange or over the counter market upon which the Shares may then be listed or on which the **Shares** may then be traded.

## 6. OPTION PERIOD

The period for exercising an option shall not extend beyond the period of ten (10) years following the date of grant of the option. Within such limitation, the period or periods within which an option or portion thereof may be exercised by a participant shall be determined in each case by the **Board**.

## 7. EXERCISE OF OPTION

Subject to the provisions of the **Plan**, an **Optionee** may exercise from time to time by delivery to the **Corporation** at its head office of a subscription in writing, signed by the participant or his or her legal personal representative and addressed to the **Corporation** at its head office stating the intention of the participant to exercise the said option and specifying the number of **Shares** in respect of which the option is then being exercised, accompanied by payment in full by certified cheque or bank draft of the option price of the **Shares** in respect of which the said option is being exercised. Such subscription shall be substantially in the form annexed hereto as **SCHEDULE "C"**. An option may also be exercised by an irrevocable order from the **Optionee** to a bank or other financial institution, acceptable to the **Corporation**, authorizing delivery of the **Shares** to the **Optionee's** account against payment to the **Corporation**. The **Corporation** shall deliver certificates for such **Shares** as soon thereafter as practicable.

## 8. OPTIONS NON-ASSIGNABLE

Subject to the terms of this section, options granted under the **Plan** may not be assigned. Notwithstanding the foregoing, in the event of the death of a participant on or prior to the date on which his or her option expires and provided the participant was at the time of death still legally entitled to exercise the option in accordance with its terms, the option granted to such participant may be exercised, as to such of the option **Shares** in respect of which such option has not previously been exercised, as set forth in Paragraph 9 (c) hereafter.

## 9. TERMINATION OF OPTIONS

Any option granted pursuant to the **Plan** to the extent not validly exercised, will terminate on the earlier of the following dates:

- a) the date of expiration specified in the Option Agreement or in the Resolution of the **Board** granting such option, as the case may be, being not more than ten (10) years after the date upon which the option was granted;
- b) thirty (30) days after the date of termination of the **Optionee's** employment or upon **Optionee** ceasing to be a director and/or officer and/or service provider of the **Corporation** or any other affiliate, for any cause other than by retirement, permanent disability or death;
- c) ninety (90) days after the date of the **Optionee's** death during which period the option may be exercised by only the **Optionee's** legal representative or the person or persons to whom the deceased **Optionee's** right under the option shall

pass by will or the applicable laws of descent and distribution, and only to the extent that the **Optionee** would have been entitled to exercise the option at the time of his death, if the employment of the **Optionee** had been terminated on such date and

- d) ninety (90) days after termination of the **Optionee's** employment by permanent disability or retirement under any retirement plan of the **Corporation** or any other affiliate, during which ninety (90) day period the **Optionee** may exercise the option to the extent he was entitled to exercise it at the time of such termination provided that if the **Optionee** shall die within the ninety (90) day period, then such right shall be extended to ninety (90) days following the death of the **Optionee** and shall be exercisable only by the persons described in paragraph 9 (c) hereof and only to the extent therein set forth.

#### 10. ADJUSTMENT IN SHARES SUBJECT TO THE PLAN

If there is any change in the character or amount of the **Shares** as a result of a recapitalization, merger consolidation, stock dividend, stock split, combination or exchange of shares of the **Corporation** or otherwise, prior to the exercise of an option previously granted, the option to the extent that it has not been exercised shall entitle the holder to purchase that number and kind of shares or securities or both, which he would have been entitled to receive had he actually owned the **Shares** subject to the option at the time of such change. If any other event shall occur prior to the exercise of an option previously granted which the **Board** shall determine equitably requires an adjustment to the number or kind of **Shares** which any holder of an option should be permitted to acquire, such adjustment as the **Board** shall determine, may be made. Similar adjustments shall be made to the total number of **Shares** which may be optioned. In the event that any person makes an offer to acquire all or substantially all of the issued and outstanding **Shares**, all outstanding and all unexercised options may be exercised forthwith.

#### 11. DECISIONS BY THE BOARD

All decisions and interpretation of the **Board** respecting the **Plan** or options granted thereunder shall be binding and conclusive on the Corporation and on all holders of options granted thereunder and their respective legal personal representatives and on all participants eligible under the provisions of the **Plan** participate therein.

#### 12. AMENDMENT AND TERMINATION

Subject in all cases to the approval of the regulatory authorities having jurisdiction in the affairs of the **Corporation**, the **Board** may, from time to time, amend or revise the terms of the **Plan** or any options granted thereunder or may terminate the **Plan** or any option granted thereunder at any time, provided, however, that no such option shall, without the consent of the **Optionee**, in any manner adversely affect his rights under the option theretofore granted under the **Plan**.

#### 13. EFFECTIVE DATE AND DURATION OF THE PLAN

The **Plan** becomes effective on the date of its adoption by the **Board** and options may be granted immediately thereafter. The **Plan** shall remain in full force and effect until such time as the **Board** shall terminate the **Plan** and for so long thereafter as options remain outstanding in favour of any **Optionee**.

**14. APPROVAL OF THE PLAN**

The establishment of the **Plan** shall be subject to approval of the Shareholders. In addition, all options granted pursuant to the **Plan** prior to the approval of the Shareholders shall also be subject to approval of the Shareholders however, all options granted subsequent to approval of the **Plan** shall not require approval by the Shareholders.

**IN WITNESS WHEREOF, THE CORPORATION HAS EXECUTED THIS PLAN ON THE 30TH DAY OF APRIL, 2018.**

**TJR COATINGS INC.**

"Chris Carl"

Per: \_\_\_\_\_ (signed) Chris Carl \_\_\_\_\_

President

**SCHEDULE "B"**

**OMNIBUS EQUITY INCENTIVE PLAN**

*(See attached.)*

**DIGIMAX GLOBAL INC.**  
**OMNIBUS EQUITY INCENTIVE PLAN (2022)**

**1. NAME AND PURPOSE.**

1.1 This plan, which has been adopted by the Board of Directors of DigiMax Global Inc. (the “Company”), shall be known as the DigiMax Global Inc. Omnibus Equity Incentive Plan (2022), as amended from time to time (the “Plan”).

1.2 The purposes of the Plan are to attract and retain the best available personnel for positions of substantial responsibility, to provide additional incentive to Service Providers of the Company and its Affiliates and subsidiaries, if any, and to promote the Company’s business by providing such individuals with opportunities to receive Awards pursuant to the Plan and to strengthen the sense of common interest between such individuals and the Company’s shareholders.

1.3 Awards granted under the Plan to Service Providers in various jurisdictions may be subject to specific terms and conditions for such grants may be set forth in one or more separate appendix to the Plan, as may be approved by the Board of Directors of the Company, and to the extent required by the Shareholders of the Company, from time to time.

**2. DEFINITIONS.**

2.1 Terms Generally. Except when otherwise indicated by the context, (i) the singular shall include the plural and the plural shall include the singular; (ii) any pronoun shall include the corresponding masculine, feminine and neuter forms; (iii) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth therein or herein), (iv) references to any law, constitution, statute, treaty, regulation, rule or ordinance, including any section or other part thereof shall refer to it as amended from time to time and shall include any successor thereof, (v) reference to a “company” or “entity” shall include a, partnership, corporation, limited liability company, association, trust, unincorporated organization, or a government or agency or political subdivision thereof, and reference to a “person” shall mean any of the foregoing or an individual, (vi) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Plan in its entirety, and not to any particular provision hereof, (vii) all references herein to Sections shall be construed to refer to Sections to this Plan; (viii) the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”; and (ix) use of the term “or” is not intended to be exclusive.

2.2 Defined Terms. The following terms shall have the meanings ascribed to them in this Section 2:

“**Additional Rights**” means any distribution of rights, including an issuance of bonus shares and share dividends (but excluding cash dividends), in connection with Awards and/or the Shares issued upon exercise or vesting of Awards.

“**Administrator**” means the Board of Directors or a Committee thereof, as may be charged with or assume responsibility for the Plan from time to time.

“**Affiliate**” means, with respect to any person, any other person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such person, including, without limitation, any parent or subsidiary.

“**Applicable Law**” means any applicable law, rule, regulation, statute, pronouncement, policy, interpretation, judgment, order or decree of any federal, provincial, state or local governmental, regulatory or adjudicative authority or agency, of any jurisdiction, and the rules and regulations of any stock exchange, over-the-counter market or trading system on which the Company’s shares are then traded or listed.

“**Appendix**” means any appendix to the Plan adopted by the Board of Directors containing country-specific or other special terms relating to Awards including additional terms with respect to grants of certain types of equity-based Awards.

“**Award**” means a grant of Options, Restricted Share Units, or other equity-based awards under the Plan including any Additional Rights thereunder. All Awards shall be confirmed by an Award Agreement, and subject to the terms and conditions of such Award Agreement.

“**Award Agreement**” means a written or electronic instrument setting forth the terms applicable to a particular Award.

“**Board of Directors**” or “**Board**” means the board of directors of the Company.

“**Cause**” shall, with regard to each specific Participant, have the same meaning ascribed to such term or a similar term as set forth in any agreements and/or the Participant’s employment agreement or other documents to which the Company or any of its parent, subsidiaries and/or Affiliates and the Participant are a party concerning the provision of services by the Participant to the Company or any of its parent, subsidiaries and/or Affiliates, or, in the absence of such a definition: (i) the commission of a crime other than a driving offense, unless the Board determines that such conviction will not adversely affect the Company or any of its parent, subsidiaries and/or Affiliates, or their reputation, or the ability of the Participant’s to serve the Company or any of its parent, subsidiaries and/or Affiliates; (ii) any act of personal dishonesty by the Participant in connection with the Participant’s responsibilities to the Company or any of its parent, subsidiaries and/or Affiliates, including, but not limited to, theft, embezzlement, or self-dealing, (iii) any material breach (as determined by the Company in its sole discretion) by the Participant engagement in competing activities, any disclosure of confidential information of the Company or any of its parent, subsidiaries and/or Affiliates or breach of any obligation not to violate a restrictive covenant; (iv) a material breach of the Participant’s employment agreement or the agreement governing the provision of services by a non-employee Service Provider which are not cured (if curable) within seven (7) days after receipt of written notice thereof; or (v) any other circumstances under which severance pay (or part of them) may be denied from the Participant upon termination of employment under any Applicable Law.



“**Committee**” means a compensation committee or other committee as may be appointed and maintained by the Board of Directors, in its discretion, to administer the Plan, to the extent permissible under Applicable Law, as amended from time to time.

“**Consideration**” means with respect to outstanding Awards, the right to receive, for each Share subject to the Award immediately prior to the Transaction, the consideration (whether shares, cash, or other securities or property) received in the Transaction by holders of Shares of the Company for each Share held on the effective date of the Transaction (and if holders were offered a choice of consideration, the type of consideration determined by the Administrator, at its sole discretion); provided, however, that if the consideration received in the Transaction is not solely ordinary shares (or shares of common stock, or the equivalent), the Administrator may provide for the per share consideration to be received for an outstanding Award to be solely ordinary shares (or shares of common stock, or the equivalent) or other type of awards (or the equivalent) of the successor corporation or its direct or indirect parent equal in fair market value to the per share consideration received by holders of Shares in the Transaction, all as determined by the Administrator.

“**Consultant**” means any entity or individual who (either directly or, in the case of an individual, through his or her employer) is an advisor or consultant to the Company or its subsidiary or Affiliate.

“**Corporate Charter**” means the Articles of Association or Certificate of Incorporation of the Company or any similar document, and any subsequent amendments or replacements thereto.

“**Disability**” shall have the meaning ascribed to such term or a similar term in the Participant’s employment agreement (where applicable), or in the absence of such a definition, the inability of the Participant, in the opinion of a qualified physician acceptable to the Company, to perform the major duties of the Participant’s position with the Company because of the sickness or injury of the Participant for a consecutive period of 180 days.

“**Eligible Optionholders**” means those persons holding stock options of Spetz Tech Ltd. prior to August 17, 2022.

“**Employment Contract**” means any contract between the Company or any Designated Affiliate and any Participant relating to, or entered into in connection with, the employment or departure of the Eligible Employee, the appointment, election or departure of the Eligible Director or the engagement of the Other Participant or any other agreement to which the Company or a Designated Affiliate is a party with respect to the rights of such Participant in respect of a change in control of the Company or the termination of employment, appointment, election or engagement of such Participant.

“**Exchange**” means the Canadian Securities Exchange (CSE).

“**Fair Market Value**” means, as of any date, the value of Shares, determined as follows:

- (a) The (i) closing sales price for such Shares (or the closing bid, if no sales were reported) as traded on the Exchange on the last market trading day prior to the day of determination, as reported in a recognized daily business newspaper or internet site or such other source as the Board of Directors deems reliable, or (ii) to the extent required under the policies of the Exchange in which the Shares are traded, as determined in accordance with these rules.

(b) In the absence of such exchanges for the Shares, or in case of any other securities, property or rights, the Fair Market Value shall be determined in good faith by the Board of Directors in its sole discretion, with full authority to determine the method for making such determination and which determination shall be conclusive and binding on all parties.

“**Insider**” has the meaning given to such term in the policies of the Exchange.

“**Investor Relations Activities**” has the meaning given to such term in the policies of the Exchange.

“**Liquidation**” means the liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.

“**Options**” means options to purchase Shares awarded under the Plan subject to the terms and conditions of Section 8.

“**Parent**” means any company (other than the Company), which now exists or is hereafter organized, in an unbroken chain of companies ending with the Company if, at the time of granting an Award, each of the companies (other than the Company) owns shares possessing fifty percent (50%) or more of the total combined voting power of all classes of shares in one of the other companies in such chain,

“**Participant**” means a recipient of an Award hereunder who executes an Award Agreement.

“**Redemption Date**” has the meaning given to such term in Section 7.

“**Restricted Share Units**” means an Award entitling a Participant to receive Shares under this Plan that is subject to the terms and conditions of Section 7.

“**RSU Outside Date**” has the meaning given to such term in Section 7.

“**Service Provider**” means an employee, director, office holder or Consultant of the Company or its parent or subsidiary or Affiliate.

“**Shares**” means common shares in the capital of the Company.

“**Subsidiary**” means any company (other than the Company), which now exists or is hereafter organized or acquired by the Company, in an unbroken chain of companies beginning with the Company if, at the time of granting an Award, each of the companies other than the last company in the unbroken chain owns shares possessing fifty percent (50%) or more of the total combined voting power of all classes of shares in one of the other companies in such chain.

“**Transaction**” means each of the following events: (i) a merger (including, a reverse merger and a reverse triangular merger) or consolidation of the Company with or into another corporation resulting in such other corporation being the surviving entity or the direct or indirect parent of the Company or resulting in the Company being the surviving entity and there is a change in the ownership of shares of the Company, such that another person, persons or entity(ies) owning fifty percent (50%) or more of the outstanding voting power of the Company’s

securities by virtue of the transaction, (ii) an acquisition of all or a majority of the shares of the Company or a purchase by a shareholder of the Company or by an Affiliate of such shareholder, of all the shares of the Company held by all or substantially all other shareholders or by other shareholders who are not Affiliated with such acquiring party, or (iii) the sale and/or transfer (including by way an exclusive license) of all or substantially all of the assets of the Company; or (iv) such other transaction with a similar effect, as shall be determined by the Board.

“U.S. Securities Act” has the meaning set forth in Section 17.

### **3. ADMINISTRATION OF THE PLAN.**

3.1 The Plan will be administered by the Administrator. If the Administrator is a Committee, such Committee will consist of such number of members of the Board of Directors of the Company (not less than two in number), as may be determined from time to time by the Board of Directors. The Board of Directors shall appoint such members of the Committee, may from time to time remove members from, or add members to, the Committee, and shall fill vacancies in the Committee however caused.

3.2 The Committee, if appointed, shall select one of its members as its Chairman and shall hold its meetings at such times and places as it shall determine. Actions at a meeting of the Committee at which a majority of its members are present or acts approved in writing by all members of the Committee shall be the valid acts of the Committee. The Committee may appoint a secretary, who shall keep records of its meetings and shall make such rules and regulations for the conduct of its business and the implementation of the Plan, as it shall deem advisable, subject to the directives of the Board of Directors and in accordance with Applicable Law.

3.3 Subject to the general terms and conditions of the Plan, and in particular Section 3.4 below, the Administrator shall have full authority in its discretion, from time to time and at any time, to determine (i) eligible Participants, (ii) grants of Awards, including the number of Options, Shares, Restricted Share Units or other equity based awards to be covered by each Award, (iii) the time or times at which the Award shall be granted, (iv) the vesting schedule and other terms and conditions applying to Awards, including acceleration provisions, (v) the form(s) of written agreements applying to Awards, (vi) to accelerate, continue, extend or defer the exercisability of any Award or the vesting thereof, including with respect to the period following a Participant’s termination of employment or other service, (vii) the interpretation of this Plan and any Award Agreement and the meaning, interpretation and applicability of terms referred to in Applicable Law, (viii) the Fair Market Value of the Shares or other securities, property or rights, (ix) the authorization and approval of conversion, substitution, cancellation or suspension under and in accordance with this Plan of any or all Awards or Shares, (x) the amendment, modification, waiver or supplement of the terms of each outstanding Award, unless otherwise provided under the terms of this Plan, (xi) to correct any defect, supply any omission or reconcile any inconsistency in this Plan or any Award Agreement and all other determinations and take such other actions with respect to this Plan or any Award as it may deem advisable (to the extent not inconsistent with the provisions of this Plan or Applicable Law), and (xii) any other matter which is necessary or desirable for, or incidental to, the administration of the Plan and the granting of Awards. The Board of Directors may, in its sole discretion, delegate some or all of the powers listed above to the Committee, to the extent permitted by the Applicable Law, the Company’s corporate documents or other Applicable Law.

3.4 No member of the Board of Directors or of the Committee shall be liable for any action or determination made in good faith with respect to the Plan or any Award granted hereunder. Subject to the Company's decision and to all approvals legally required, each member of the Board of Directors or the Committee shall be indemnified and held harmless by the Company against any cost or expense (including counsel fees) reasonably incurred by him or her, or any liability (including any sum paid in settlement of a claim with the approval of the Company) arising out of any act or omission to act in connection with the Plan unless arising out of such member's own willful misconduct or bad faith, to the fullest extent permitted by Applicable Law. Such indemnification shall be in addition to any rights of indemnification the member may have as a director or otherwise under the Company's corporate documents, any agreement, any vote of shareholders or disinterested directors, insurance policy or otherwise.

3.5 The interpretation and construction by the Administrator of any provision of the Plan or of any Award hereunder shall be final and conclusive. In the event that the Board appoints a Committee, the interpretation and construction by the Committee of any provision of the Plan or of any Award hereunder shall be conclusive unless otherwise determined by the Board of Directors. The Board of Directors may at any time exercise any powers of the Administrator, notwithstanding the fact that a Committee has been appointed.

3.6 The Administrator shall have the authority to adopt, alter and repeal such administrative rules, guidelines and practices governing the Plan and perform all acts, including the delegation of its responsibilities (to the extent permitted by Applicable Law and applicable stock exchange rules), as it shall, from time to time, deem advisable; to construe and interpret the terms and provisions of the Plan and any Award issued under the Plan (and any agreements relating thereto); and to otherwise supervise the administration of the Plan. The Administrator may correct any defect, supply any omission or reconcile any inconsistency in the Plan or in any agreement relating thereto in the manner and to the extent it shall deem necessary to effectuate the purpose and intent of the Plan, as further detailed in Section 12.2 below.

3.7 Without limiting the generality of the foregoing and subject to any Applicable Law, the Administrator may adopt special appendices and/or guidelines and provisions for persons who are residing in or employed in, or subject to, the taxes of, any domestic or foreign jurisdictions, to comply with Applicable Laws, regulations, or accounting, listing or other rules with respect to such domestic or foreign jurisdictions.

#### **4. ELIGIBLE PARTICIPANTS.**

4.1 No Award may be granted pursuant to the Plan to any person serving as a member of the Committee or to any other director or officer of the Company at the time of the grant, unless such grant is approved in the manner prescribed for the approval of compensation of directors and office holders under the Applicable Law.

4.2 Subject to the limitation set forth in Section 4.1 above and any restriction imposed by Applicable Law, Awards may be granted to any Eligible Optionholder and/or Service Provider of the Company or its Affiliates. The grant of an Award to a Participant hereunder shall neither entitle such Participant to receive an additional Award or participate in other incentive plans of the Company, nor disqualify such Participant from receiving an additional Award or participating in other incentive plans of the Company. Awards may differ in number of Shares covered thereby, the terms and conditions applying to them or on the Participant or in any other respect as determined by the Administrator.

## **5. RESERVED SHARES.**

5.1 The maximum number of Shares reserved for issue pursuant to this Plan shall be determined from time to time by the Administrator but, in any case, shall not exceed, in the aggregate, 10% of the number of Shares of the Company then outstanding; provided that the maximum number of Shares reserved for issuance, in the aggregate, pursuant to the exercise of Options and Restricted Share Units granted under this Plan shall be equal to 10% of the number of Shares then outstanding.

5.2 The maximum number of Shares reserved for issue pursuant to Awards granted under this Plan to Participants who are Insiders of the Company in any 12-month period shall not exceed 10% of the number of Shares then outstanding, unless disinterested shareholder approval is received therefor in accordance with the policies of the Exchange.

5.3 The maximum number of Shares reserved for issue under Options granted to all Eligible Employees and to all Other Participants conducting Investor Relations Activities in any 12-month period shall not exceed, in the aggregate, 2% of the number of Shares then outstanding. Options granted to Participants performing Investor Relations Activities shall vest in stages over a 12-month period, with no more than  $\frac{1}{4}$  of the Options vesting in any three month period. The Directors shall, through the establishment of appropriate procedures, monitor the trading in the securities of the Company by all Participants performing Investor Relations Activities. No acceleration of the vesting provisions of Options granted to persons retained to provide Investor Relations Activities is allowed without the prior acceptance of the Exchange.

5.4 The maximum number of Shares reserved for issue under Options granted to all Participants conducting Investor Relations Activities in any 12-month period shall not exceed, in the aggregate, 2% of the number of Shares then outstanding. Options granted to Participants performing Investor Relations Activities shall vest in stages over a 12-month period, with no more than  $\frac{1}{4}$  of the Options vesting in any three (3) month period. The Directors shall, through the establishment of appropriate procedures, monitor the trading in the securities of the Company by all Participants performing Investor Relations Activities. No acceleration of the vesting provisions of Options granted to persons retained to provide Investor Relations Activities is allowed without the prior acceptance of the Exchange.

## **6. AWARD AGREEMENT.**

6.1 The Board of Directors in its discretion may award to Participants Awards available under the Plan. Each Award granted pursuant to this Plan shall be evidenced by an Award Agreement which will be set forth the terms of the Award. The Award Agreement shall comply with and be subject to the following general terms and conditions and the provisions of this Plan, unless otherwise specifically provided in such Award Agreement or terms prescribed by Applicable Law. Award Agreements need not be in the same form and may differ in the terms and conditions included therein.

6.2 The date of grant of each Award shall be the date specified by the Board of Directors at the time such award is made, or in the absence of such specification, the date of approval of the Award by the Board of Directors.

6.3 The Award Agreement shall state, *inter alia*, the number of Options or Restricted Share Units, or any applicable equity-based units covered thereby, the type of Option or Share-based or other grant awarded, the vesting schedule, the exercise price, if applicable and any special terms applying to such Award (if any), including the terms of any country-specific or other applicable Appendix, as determined by the Board of Directors.

6.4 A Participant shall not have any rights with respect to such Award, unless and until such Participant has delivered a fully executed copy of the Award Agreement evidencing the Award to the Company and has otherwise complied with the applicable terms and conditions of such Award.

## 7. RESTRICTED SHARE UNITS.

7.1 **Eligibility.** Restricted Share Units may be granted to all Participants at any time and from time to time as determined by the Administrator, either alone or in addition to other Awards granted under the Plan. The Administrator shall determine the eligible Participants to whom, and the time or times at which, grants of Restricted Share Units will be made, the number of Restricted Share Units to be awarded, the number of Shares subject to the Restricted Share Units, the vesting schedule and rights to acceleration thereof, and all other terms and conditions of the Awards as shall be set forth in the Award Agreement. The Administrator may condition the grant or vesting of Restricted Share Units upon the attainment of specified performance targets or such other factors as the Administrator may determine, in its sole discretion.

7.2 **Vesting of Restricted Share Units.** Shares shall be issued to or for the benefit of Participant promptly following each vesting date determined by the Administrator, provided that Participant is still a Service Provider on the applicable vesting date. After each such vesting date, and subject to Section 16, the Company shall promptly cause to be issued for the benefit of Participant Shares with respect to Restricted Share Units that became vested on such vesting date. It is clarified that no Shares shall be issued pursuant to the Restricted Share Units to Participant until the vesting criteria determined by the Administrator is met and until any applicable taxes, exercise price or other monies owing are paid.

7.3 **Terms.** Prior to the actual issuance of any Shares, each Restricted Share Unit will represent an unfunded and unsecured obligation of the Company, payable only from the general assets of the Company.

7.4 **Rights as Shareholder.** A Participant holding Restricted Share Units shall not be, nor have any of the rights or privileges of, a shareholder of the Company in respect of any Shares issuable upon the vesting of any part of the Restricted Share Units unless and until such Shares shall have been issued by the Company to such Participant (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, unless otherwise provided herein.

7.5 **Custody.** The Administrator may require that any Restricted Share Unit and/or Additional Rights thereunder be held in custody by the Company or any third party determined by the Company until the lapse of the vesting period thereof and the issuance of Shares.

7.6 Subject to the provisions of this Section 7.6 and Section 7.7, a Participant's vested Restricted Share Units shall be redeemed in consideration for a cash payment on the date (the "**Redemption Date**") that is the earliest

of (a) the 15<sup>th</sup> day following the applicable Vesting Date for such vested Restricted Share Units (or, if such day is not a Business Day, on the immediately following Business Day), and (b) the RSU Outside Expiry Date.

7.7 Subject to the provisions of this Section 7.7 and Section 7.6 , during the period between the Vesting Date and the Redemption Date in respect of a Participant's vested Restricted Share Units, the Company (or any Designated Affiliate that is party to an Employment Contract with the Participant whose vested Restricted Share Units are to be redeemed) shall, at its sole discretion, be entitled to elect to settle all or any portion of the cash payment obligation otherwise arising in respect of the Participant's vested Restricted Share Units either (a) by the issuance of Common Shares to the Participant (or the legal representative of the Participant, if applicable) on the Redemption Date, or (b) by paying all or a portion of such cash payment obligation to the Designated Broker, who shall use the funds received to purchase Common Shares in the open market, which Common Shares shall be registered in the name of the Designated Broker in a separate account for the Participant's benefit.

7.8 Settlement of a Participant's vested Restricted Share Units shall take place on the Redemption Date as follows:

- (a) where the Company (or applicable Designated Affiliate) has elected to settle all or a portion of the Participant's vested Restricted Share Units in Shares issued from treasury:
  - (i) in the case of Common Shares issued in certificated form, by delivery to the Participant (or to the legal representative of the Participant, if applicable) of a certificate in the name of the Participant (or the legal representative of the Participant, if applicable) representing the aggregate number of Common Shares that the Participant is entitled to receive, subject to satisfaction of any applicable withholding tax and other applicable source deductions in accordance with Section 8.5; or
  - (ii) in the case of Common Shares issued in uncertificated form, by the issuance to the Participant (or to the legal representative of the Participant, if applicable) of the aggregate number of Common Shares that the Participant is entitled to receive, subject to satisfaction of any applicable withholding tax and other applicable source deductions under Section 8.5, which Common Shares shall be evidenced by a book position on the register of the shareholders of the Company to be maintained by the transfer agent and registrar of the Common Shares;
- (b) where the Company or a Designated Affiliate has elected to settle all or a portion of the Participant's vested Restricted Share Units in Common Shares purchased in the open market, by delivery by the Company or a Designated Affiliate of which the Participant is a director, executive officer, employee or consultant to the Designated Broker of readily available funds in an amount equal to the Market Value of a Common Share as of the Redemption Date multiplied by the number of vested Restricted Share Units to be settled in Common Shares purchased in the open market, less the amount of any applicable withholding tax and other applicable source deductions under Section 8.5, along with directions instructing the Designated Broker to use such funds to purchase Common Shares in the open market for the



benefit of the Participant and to be evidenced by a confirmation from the Designated Broker of such purchase;

- (c) any cash payment to which the Participant is entitled (excluding, for the avoidance of doubt, any amount payable in respect of the Participant's Restricted Share Units that the Company or a Designated Affiliate has elected to settle in Common Shares) shall, subject to satisfaction of any applicable withholding tax and other applicable source deductions under Section 8.5, be paid to the Participant (or to the legal representative of the Participant, if applicable) by the Company or a Designated Affiliate of which the Participant is a director, executive officer, employee or consultant, in cash, by cheque or by such other payment method as the Company and Participant may agree; and
- (d) where the Company or a Designated Affiliate has elected to settle a portion, but not all, of the Participant's vested Restricted Share Units in Common Shares, the Participant shall be deemed to have instructed the Company or Designated Affiliate, as applicable, to withhold from the cash portion of the payment to which the Participant is otherwise entitled such amount as may be required in accordance with Section 8.5 and to remit such withheld amount to the applicable taxation authorities on account of any withholding tax obligations, and the Company or Designated Affiliate, as applicable, shall deliver any remaining cash payable, after making any such remittance, to the Participant (or to the legal representative of the Participant, if applicable) as soon as reasonably practicable. In the event that the cash portion payable to settle a Participant's Restricted Share Units in the foregoing circumstances is not sufficient to satisfy the withholding obligations of the Company or a Designated Affiliate pursuant to Section 8.5, the Company or Designated Affiliate, as applicable, shall be entitled to satisfy any remaining withholding obligation by any other mechanism as may be required or determined by the Company or Designated Affiliate as appropriate.

7.9 Notwithstanding any other provision in this Section 7, no payment, whether in cash or in Common Shares, shall be made in respect of the settlement of any Restricted Share Units later than December 15<sup>th</sup> of the third (3<sup>rd</sup>) calendar year following the end of the calendar year in respect of which such Restricted Share Unit is granted (the “**RSU Outside Expiry Date**”).

## **8. OPTIONS.**

8.1 **Eligibility.** Options may be issued to all Participants at any time, either alone or in addition to other Awards granted under the Plan. The Administrator shall determine the eligible Participants to whom, and the time or times at which, grants of Options will be made, the number of shares to be subject to the Options, the exercise price to be paid by the Participant (subject to Section 8.5), the vesting schedule and rights to acceleration thereof, and all other terms and conditions of the Awards as shall be set forth in the Award Agreement. The Administrator may condition the grant or vesting of Options upon the attainment of specified performance targets or such other factors as the Administrator may determine, in its sole discretion. Unless otherwise determined by the Administrator, the Participant shall not be permitted to sell, assign, transfer, pledge, hypothecate or otherwise dispose of, except by will or the laws of descent and distribution (in which case the transfer shall be subject to all restrictions then or thereafter applicable thereto) Options awarded under this Plan.



8.2 **Vesting.** Options shall be exercisable pursuant to the terms of the Award Agreement and subject to the terms and conditions of the Plan and any applicable Appendix, as specified in the Award Agreement. The Administrator shall have the authority to determine the vesting schedule and accelerate the vesting of any outstanding Award at such time and under such circumstances as it, in its sole discretion, deems appropriate.

8.3 **Exercise Price.** The exercise price for each share to be issued upon exercise of an Option shall be such price as is determined by the Board of Directors in its discretion, within the boundaries outlined by the Applicable Laws and policies of the Exchange.

8.4 **Manner of Exercise.** An Option, or any part thereof, shall be exercisable by the Participant's signing and returning to the Company at its principal office, a "Notice of Exercise" in such form and substance as may be prescribed by the Board of Directors from time to time, together with full payment for the Shares underlying such Option, and the execution and delivery of any other document required pursuant to the applicable Award Agreement.

8.5 The issue of Shares on the exercise of any Option shall be contingent upon receipt by the Company of payment of the aggregate purchase price for the Shares in respect of which the Option has been exercised by cash or certified cheque delivered to the registered office of the Company together with a completed notice of exercise, together with any tax amounts required under Applicable Laws. No Participant or legal representative, legatee or distributee of any Participant will be, or will be deemed to be, a holder of any Shares with respect to which such Participant was granted an Option, unless and until certificates for such Shares are issued to such Participant, or them, under the terms of this Plan. Upon a Participant exercising an Option and paying the Company the aggregate purchase price for the Shares in respect of which the Option has been exercised, the Company shall as soon as practicable thereafter issue and deliver a certificate or DRS advice statement, as applicable, representing the Shares so purchased.

8.6 **Rights as Shareholder.** Until the Shares are issued (as evidenced by the appropriate entry in the share register of the Company or of a duly authorized transfer agent of the Company) a Participant shall have no right to vote or right to receive dividends or any other rights as a shareholder shall exist with respect to such Shares, notwithstanding the exercise of the Option. Subject to Section 16, the Company shall issue (or cause to be issued) such Shares promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 10 of the Plan. No Shares shall be issued until payment has been made or provided for, as provided herein.

8.7 **Restrictions.** The Administrator may designate certain periods, at its reasonable discretion, with respect to all or certain groups of Participants and/or with respect to certain types of Awards, during which the vesting and/or exercise of Options and/or sale of Shares thereunder shall be restricted or prohibited, including without limitation, in order to comply with Applicable Laws in any relevant jurisdiction and/or rules of any exchange on which the Company's shares are traded. During such blackout periods, Participants will not be able to exercise the Options and/or receive and/or sell the Shares held by or on behalf of the Participants and the Company shall not bear any liability to Participants for any claim, loss or liability that may result from such restrictions.

8.8 **Custody.** The Administrator may require that any Option and any Share issued thereunder, and any Additional Rights be held in custody by the Company or any third party determined by the Company.

## 9. TERMINATION OF RELATIONSHIP AS SERVICE PROVIDER.

9.1 **Effect of Termination; Exercise after Termination.** Any unvested Awards as of the Date of Termination shall terminate effective as of the Date of Termination, and the Shares covered by the unvested portion of the Award shall revert to the Plan. Unless otherwise determined by the Administrator, if a Participant ceases to be a Service Provider, such Participant may exercise its outstanding Options within such period of time as is specified in the Award Agreement or the Plan to the extent that the Options are vested on the Date of Termination (but in no event later than the expiration of the term of the Option as set forth in the Award Agreement). If, after termination, the Participant does not exercise the vested Options within the time specified in the Award Agreement or the Plan, the Option shall terminate, and the Shares covered by such Option shall revert to the Plan. In the absence of a provision specifying otherwise in the relevant Award Agreement or unless otherwise resolved by the Administrator, then:

- (a) In the event that the Participant ceases to be a Service Provider for any reason other than termination for Cause, or as a result of Participant's death or Disability, then the vested Options shall remain exercisable until the earlier of (i) a period of three (3) months from the Date of Termination or longer as may be determined by the Administrator; or (ii) expiration of the term of the Option as set forth in Section 13.
- (b) In the event that the Participant ceases to be a Service Provider as a result of Participant's Disability or death, then the vested Options shall remain exercisable until the earlier of: (i) a period of twelve (12) months from the Date of Termination or longer as may be determined by the Administrator; or (ii) expiration of the term of the Option as set forth in Section 13.
- (c) In the event that the Participant ceases to be a Service Provider for Cause, then all Options will terminate immediately upon the date of such termination for Cause, such that the unvested portion of the Awards will not vest, and the vested portion of the Awards will no longer be exercisable (if applicable), unless otherwise determined by the Administrator. In addition, any Shares issued upon exercise or (if applicable) vesting of Awards including any Additional Rights thereunder, whether held by the Participant or in custody for the Participant's benefit, shall be deemed to be irrevocably offered for sale to the Company, any of its Affiliates or any person designated by the Company to purchase, at the Company's election and subject to Applicable Law, either for no consideration, for the par value of such Shares or against payment of the exercise price paid with respect to such Shares upon their issuance, as the Administrator deems fit, upon written notice to the Participant at any time after the Participant's termination of employment or service. Purchase of such Shares shall be at nominal value with respect to those Participants claiming benefit under Section 102 of the Israel Tax Ordinance. Such Shares or other securities shall be sold and transferred within 30 days from the date of the Company's notice of its election to exercise its right. If the Participant fails to transfer such Shares or other securities to the Company, the Company shall be entitled to forfeit or repurchase such Shares and to authorize any person to execute on behalf of the Participant any document necessary to effect such transfer, whether or not the share certificates are surrendered and take any other action necessary in order to achieve such results, all as shall be determined by the Administrator, at its sole and absolute discretion, and

the Participant is deemed to irrevocably empower the Company or any person which may be designated by it to take any action by, in the name of or on behalf of the Participant to comply with and give effect to such actions.

- (d) All Restricted Share Units still subject to restriction under the applicable Restriction Period as of the Date of Termination, as set forth in the Award Agreement, shall be forfeited by the Company as of the Date of Termination in consideration for the par-value or the purchase price of such Shares, as applicable, notwithstanding the circumstances of such termination of engagement.
- (e) All Restricted Share Units shall cease vesting thirty (30) days following the Date of Termination, and thereafter, all unvested Restricted Share Units awarded to the Participant shall be forfeited, notwithstanding the circumstances of such termination of engagement.

9.2 **Date of Termination.** For purposes of the Plan and any Award or Award Agreement, and unless otherwise set forth in the relevant Award Agreement, the “**Date of Termination**” shall be the effective date of termination of the Participant’s employment or engagement as a Service Provider, provided that with respect to a termination for Cause, the termination shall be deemed the date of issuance by the Company of the notice of termination.

9.3 **Leave of Absence.** Unless the Administrator provides otherwise, vesting of Awards granted hereunder shall be suspended during any unpaid leave of absence (except, for the avoidance of doubt, periods of legally protected leave of absence pursuant to Applicable Law).

9.4 **Change of Status.** A Service Provider shall not cease to be considered as such in the case of any (i) leave of absence either approved by the Company or its Affiliates, provided that such leave of absence was approved by entity for which the Service Provider is engaged with, or pursuant to Applicable Law, or (ii) transfers between locations of the Company and/or its Affiliates or between the Company, and its parent, subsidiary, Affiliate, or any successor thereof; or (iii) changes in status (employee to director, employee to consultant, etc.), although such change may affect the specific terms applying to the Service Provider’s Award, provided, in case of the foregoing clauses (ii) and (iii) above, that the Participant has remained continuously employed by and/or in the service of the Company and its Affiliates since the date of grant of the Award and throughout the vesting period.

9.5 **Extension of Exercise Period.** The Administrator may, on such terms and conditions as it may determine appropriate, extend the periods for which Awards held by any Participant may continue to vest and be exercisable; it being clarified that such Awards may lose their entitlement to certain tax benefits under Applicable Law as a result of such modification.

## 10. ADJUSTMENTS.

Upon the occurrence of any of the following described events, a Participant’s rights to purchase Shares under the Plan shall be adjusted as hereinafter provided:

10.1 **Changes in Capitalization.** Subject to any required action by the shareholders of the Company, the number of Shares covered by each outstanding Award, and the number of Shares which have been authorized for

issuance under the Plan but as to which no Award have yet been granted or which have been returned to the Plan upon cancellation or expiration of an Award, as well as the price per Share covered by each outstanding Award, shall be proportionately adjusted for any increase or decrease in the number of issued Shares resulting from a share split, reverse share split, combination or reclassification of the Shares, or any other increase or decrease in the number of issued Shares effected without receipt of consideration by the Company. For such purpose, the conversion of any convertible securities of the Company shall not be deemed to have been “effected without receipt of consideration.” Such adjustment shall be made by the Board of Directors at its sole discretion, whose determination in that respect shall be final, binding and conclusive. Except as expressly provided herein, no issuance by the Company of shares of any class, or securities convertible into shares of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of Shares subject to an Award.

**10.2 Securities Exchange Take-over Bid.** In the event that the Company becomes the subject of a take-over bid (within the meaning of the *Securities Act* (Ontario)) as a result of which all of the outstanding Shares are acquired by the offeror through compulsory acquisition provisions of the incorporating statute or otherwise, and where consideration is paid in whole or in part in equity securities of the offeror, the Administrator may send notice to all Participants requiring them to surrender their Awards within ten (10) days of the mailing of such notice, and the Participants shall be deemed to have surrendered such Awards on the tenth day after the mailing of such notice without further formality, provided that:

- (a) the Committee delivers with such notice an irrevocable and unconditional offer by the offeror to grant replacement awards to the Participants on the equity securities offered as consideration;
- (b) the Committee has determined, in good faith, that such replacement awards have substantially the same economic value as the Awards being surrendered; and
- (c) the surrender of Awards and the granting of replacement awards can be effected on a tax free rollover basis or otherwise without adverse tax consequences under the *Income Tax Act* (Canada).

**10.3** In the event that the Board approves a Transaction effected by way of a forced or compulsory sale then, without derogating from such provisions and in addition thereto, the Participant shall be obligated, and shall be deemed to have agreed to the offer to effect the Transaction on the terms approved by the Board, and shall sell all of the Shares held by the Participant on the terms and conditions applying to the holders of Shares, in accordance with the instructions then issued by the Board. No Participant shall contest, bring any claims or demands, or exercise any appraisal rights related to any of the foregoing. Each Participant shall execute (and authorizes any person designated by the Company to so execute) such documents and agreements, as may be requested by the Company for the purpose of implementing this Section.

**10.4 Liquidation.** In the event of Liquidation, the Administrator shall have sole and absolute discretion to determine the effect of the Liquidation on the outstanding unexercised, unvested or restricted portion of Awards, which may include the acceleration or cancelation of all or a portion of the unexercised, unvested or restricted portion of the outstanding Awards.

10.5 **Cancellation of Awards.** In the event that the Board of Directors determines in good faith that, in the context of a Transaction or Liquidation, certain Awards have no monetary value and thus do not entitle the holders of such Awards to any consideration under the terms of the Transaction or Liquidation, the Board of Directors may determine that such Awards shall terminate effective as of the effective date of the Transaction or upon determination of the Board of Directors in the event of Liquidation. Without limiting the generality of the foregoing, the Board of Directors may provide for the termination of any Award, effective as of the effective date of the Transaction or Liquidation, that has an exercise price that is greater than the per share Fair Market Value at the time of such Transaction or Liquidation, without any consideration to the holder thereof.

10.6 **Administrator's Authority.** It is the intention that the Administrator's authority to make determinations, adjustments and clarifications in connection with the treatment of Awards shall be interpreted as widely as possible, to allow the Administrator maximal power and flexibility to interpret and implement the provisions of the Plan in the event of a recapitalization, Transaction or Liquidation, provided that the Administrator shall determine in good faith that a Participant's vested rights are not thereby adversely affected without the Participant's express written consent. Without derogating from the generality of the foregoing, the Administrator shall have the authority, at its sole discretion, to change the vesting schedule of Awards, accelerate Awards, and determine that the treatment of Awards, whether vested or unvested, in a Transaction or Liquidation may differ among individual Participants or groups of Participants, provided that the overall economic impact of the different approaches determined by the Administrator shall be substantively equivalent as of the date of the closing of the Transaction or the effective date of Liquidation.

## 11. NON-TRANSFERABILITY OF AWARDS AND SHARES.

11.1 Unless otherwise explicitly approved by the Administrator, no Award may be assigned, transferred, pledged or mortgaged, other than by will or by the laws of descent and distribution or unless otherwise required under Applicable Law, and during the Participant's lifetime an Award may be exercised and the Shares subject to the Award may be purchased only by such Participant and any transfer of an Award not permitted hereunder shall be null and void and shall not confer upon any party or person, other than the Participant, any rights. In the event of any transfer of an Award permitted hereunder, the terms of such Award, this Plan and any applicable Award Agreement shall be binding upon the beneficiaries, executors, administrators, heirs and successors of such Participant.

11.2 The transfer of Shares to be issued upon the exercise of the Options shall be limited as set forth in the Plan including, without limitation, pursuant to Section 18.3 and as may be described in the Award Agreement.

11.3 Restricted Shares may not be assigned, transferred, pledged or mortgaged, other than by will or laws of descent and distribution, prior to the date on which the date on which any applicable restriction, performance or deferred period lapses. Shares for which full payment has not been made, may not be assigned, transferred, pledged or mortgaged, other than by will or laws of descent and distribution.

11.4 For avoidance of doubt, the foregoing shall not be deemed to restrict the transfer of a Participant's rights in respect of Awards or Shares (including Restricted Shares) purchasable pursuant to the exercise thereof upon the death of such Participant to such Participant's estate or other successors by operation of law or will, whose

rights therein shall be governed by this Plan, and as may otherwise be determined by the Administrator, or as otherwise required under Applicable Law.

## **12. TERM AND AMENDMENT OF THE PLAN.**

12.1 The Plan shall expire on the date which is ten (10) years from the date of its adoption by the Board of Directors (except as to Awards outstanding on that date). Awards may be granted at any time after this Plan has been adopted by the Board and the shares reserved for the Plan effectively created, but not later than the date that is ten (10) years from the date of adoption of the Plan by the Board.

12.2 Notwithstanding any other provision of the Plan, the Administrator may at any time, and from time to time, amend, in whole or in part, any or all of the provisions of the Plan (including any amendment deemed necessary to ensure that the Company may comply with any regulatory requirement), or suspend or terminate it entirely, retroactively or otherwise; provided, however, that, except (i) to correct obvious drafting errors or as otherwise required by law or (ii) as specifically provided herein, the rights of a Participant with respect to vested Awards granted prior to such amendment, suspension or termination, may not be reduced without the consent of such Participant. The Administrator may amend the terms of any Award theretofore granted, prospectively or retroactively, but except (i) to correct obvious drafting errors or as otherwise required by law or applicable accounting rules, or (ii) as specifically provided herein, no such amendment or other action by the Administrator shall reduce the rights of any Participant with respect to vested Awards without the Participant's consent.

12.3 The Administrator shall have the right without the approval of the shareholders of the Company, subject to Section 12.4 of the Plan, to make any amendments to the Plan, including but not limited to the following amendments:

- (i) any amendment of a "housekeeping" nature, including, without limitation, amending the wording of any provision of the Plan for the purpose of clarifying the meaning of existing provisions or to correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan, correcting grammatical or typographical errors and amending the definitions contained within the Plan;
- (ii) any amendment to comply with the rules, policies, instruments and notices of any regulatory authority to which the Company is subject, including the Stock Exchange, or to otherwise comply with any applicable law or regulation;
- (iii) other than changes to the expiration date and the exercise price of any Award as described in Section 8 of this Plan, any amendment, with the consent of the Participant, to the terms of any Award previously granted to such Participant under the Plan;
- (iv) any amendment to the provisions concerning the effect of the termination of an Participant's position, employment or services on such Participant's status under the Plan;
- (v) any amendment to the categories of persons who are Participants; and

- (vi) any amendment respecting the administration or implementation of the Plan.

12.4 The Administrator shall have the right, with the approval of the shareholders of the Company by ordinary resolution, including, if required, by the Exchange, disinterested shareholder approval, to make any amendment to the Plan not contemplated by Section 12.3 of the Plan, including, but not limited to:

- (i) any change to the number of Shares issuable from treasury under the Plan, including an increase to the fixed maximum percentage or number of Shares or a change from a fixed maximum percentage of Shares to a fixed maximum number of Shares or vice versa, other than an adjustment pursuant to Section 10 of the Plan;
- (ii) any amendment which reduces the exercise price of any Award, other than an adjustment pursuant to Section 10 of the Plan; provided, however, that, for greater certainty, disinterested shareholder approval will be required for any amendment which reduces the exercise price of any Option if the Participant is an Insider of the Corporation at the time of the proposed amendment;
- (iii) any amendment which extends the expiry date of an Award beyond the original expiry date, except in the event of an extension due to a “Blackout Period”;
- (iv) any amendment which cancels any Award and replaces such Award with an Award which has a lower exercise price or other entitlement, other than an adjustment pursuant to Section 10 of the Plan;
- (v) any amendment which would permit Awards to be transferred or assigned by any Participant other than as allowed by Section 11 of the Plan; and
- (vi) any amendments to this Section 12 of the Plan.

12.5 Notwithstanding the foregoing, any amendment to the Plan shall be subject to the receipt of all required regulatory approvals including, without limitation, the approval of the Exchange.

### **13. TERM OF OPTION.**

Unless otherwise explicitly provided in an Award Agreement, if any Option, or any part thereof, has not been exercised and the Shares covered thereby not paid for within ten (10) years after the date on which the Option was granted, as set forth in the Award Agreement (or any other period set forth in the instrument granting such Option pursuant to Section 8), such Option, or such part thereof, and the right to acquire such Shares shall terminate, all interests and rights of the Participant in and to the same shall expire, and, in the event that in connection therewith any Shares are held in trust as aforesaid, such trust shall expire.

### **14. CONTINUANCE OF ENGAGEMENT.**

Neither the Plan nor any grant of Shares or Awards to a Participant shall impose any obligation on the Company or any related company thereof, to continue the employment or engagement of any Participant as a



Service Provider, and nothing in the Plan or in any Award granted pursuant thereto shall confer upon any Participant any right to continue to serve as a Service Provider of the Company or a related company thereof or restrict the right of the Company or a related company thereof to terminate such employment or engagement at any time.

#### **15. APPLICATION OF FUNDS.**

The proceeds received by the Company from the sale of Shares pursuant to Awards granted under the Plan will be used for general corporate purposes of the Company or any related company thereof.

#### **16. TAXES.**

16.1 Any tax consequences and any other mandatory payments arising from the grant, or vesting or exercising of any Award, from the payment for Shares covered thereby, or from any other event or act (of the Company, and/or its Affiliates, or the Participant), hereunder, shall be borne solely by the Participant. The Company and/or its Affiliates shall withhold taxes according to the requirements under the Applicable Laws, rules, and regulations, including withholding taxes at source. Furthermore, the Participant shall agree to indemnify the Company and/or its Affiliates and hold them harmless against and from any and all liability for any such tax or interest or penalty thereon, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such tax from any payment made to the Participant. The Company or any of its Affiliates may make such provisions and take such steps as it may deem necessary or appropriate for the withholding of all taxes required by law to be withheld with respect to Awards granted under the Plan and the exercise thereof, including, but not limited, to (i) deducting the amount so required to be withheld from any other amount (or Shares issuable) then or thereafter to be provided to the Participant, including by deducting any such amount from a Participant's salary or other amounts payable to the Participant, to the maximum extent permitted under law and/or (ii) requiring the Participant to pay to the Company or any of its Affiliates the amount so required to be withheld as a condition of the issuance, delivery, distribution or release of any Shares and/or (iii) by causing the exercise and sale of any Awards or Shares held by on behalf of the Participant to cover such liability, up to the amount required to satisfy the statutory withholding requirements. In addition, the Participant will be required to pay any amount due in excess of the tax withheld and transferred to the tax authorities, pursuant to applicable tax laws, regulations and rules.

16.2 The Company and its Affiliates do not undertake or assume any liability or responsibility to the effect that any award shall qualify with any particular tax regime or rules applying to particular tax treatment or tax advantage of any type and the Company and its Affiliates shall bear no liability in connection with the manner in which any award is treated for tax purposes, regardless of whether the Award was granted or intended to qualify under any particular tax regime or treatment. The Company and its Affiliates do not undertake and shall not be required to take any action in order to qualify any Award with the requirements of any particular tax treatment and no indication in any documents to the effect that any Award is intended to qualify for any tax treatment shall imply such undertaking. Moreover, no assurance is made by the Company or any of its Affiliates that any particular tax treatment on the date of grant will continue to exist or that the Award would qualify at the time of exercise or disposition thereof with any particular tax treatment. The Company and its Affiliates shall not have any liability or obligation of any nature in the event that an Award does not qualify for any particular tax treatment, regardless whether the Company could have or should have taken any action to cause such qualification to be met.



16.3 In the event a Participant obtains knowledge of any tax authority inquiry, audit, assertion, determination, investigation, or question relating in any manner to the Awards granted hereunder and/or Shares and/or Additional Rights issued thereunder the Participant shall immediately notify the Company in writing and shall continuously inform the Company of any developments, proceedings, discussions and negotiations relating to such matter, and shall allow the Company and its representatives to participate in any proceedings and discussions concerning such matters and shall provide to the Company any information or document relating to any matter hereof, which the Company, in its discretion, requires.

16.4 The receipt of an Award and/or the acquisition of Shares issued upon the exercise of the Awards may result in tax consequences. The description of tax consequences set forth in the Plan or any Appendix hereto does not purport to be complete, up to date or to take into account any special circumstances relating to a Participant.

16.5 THE PARTICIPANT IS ADVISED TO CONSULT WITH A TAX ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES OF RECEIVING OR EXERCISING ANY AWARD IN LIGHT OF HIS OR HER PARTICULAR CIRCUMSTANCES. THE COMPANY DOES NOT ASSUME ANY RESPONSIBILITY TO ADVISE THE PARTICIPANT ON SUCH MATTERS, WHICH SHALL REMAIN SOLELY THE RESPONSIBILITY OF THE PARTICIPANT.

## 17. U.S. SECURITIES LAWS

17.1 **Securities Laws of the United States of America.** Neither the Awards which may be granted pursuant to this Plan nor the Shares which may be issued pursuant to the exercise or settlement, as applicable, of any Awards have been registered under the *United States Securities Act of 1933*, as amended (the “**U.S. Securities Act**”), or under any securities law of any state of the United States of America. Accordingly, any Participant who is issued Shares or granted an Award in a transaction which is subject to the U.S. Securities Act or the securities laws of any state of the United States of America may be required to represent, warrant, acknowledge and agree that:

- (a) the Participant is acquiring the Award and/or any Shares as principal and for the account of the Participant;
- (b) in granting the Award and/or issuing the Shares to the Participant, the Company is relying on the representations and warranties of the Participant to support the conclusion of the Company that the granting of the Award and/or the issue of Shares do not require registration under the U.S. Securities Act or to be qualified under the securities laws of any state of the United States of America;
- (c) each certificate representing Shares so issued may be required to have the following legend:

*“THE SECURITIES REPRESENTED HEREBY [for Awards add: AND ANY SECURITIES ISSUABLE UPON EXERCISE HEREOF] HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR UNDER ANY STATE SECURITIES LAWS, AND THE SECURITIES REPRESENTED HEREBY MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATIONS UNDER THE U.S. SECURITIES ACT, (C) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 OR 144A UNDER THE U.S. SECURITIES ACT, IF APPLICABLE, AND IN COMPLIANCE WITH APPLICABLE U.S. STATE*

SECURITIES LAWS, OR (D) WITH THE PRIOR WRITTEN CONSENT OF THE COMPANY (WHICH WILL BE DELIVERED PROMPTLY AND WILL NOT BE UNREASONABLY WITHHELD, BUT WHICH MAY BE CONDITIONAL ON DELIVERY OF A LEGAL OPINION IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY), PURSUANT TO ANOTHER EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS. THE PRESENCE OF THIS LEGEND MAY IMPAIR THE ABILITY OF THE HOLDER HEREOF TO EFFECT "GOOD DELIVERY" OF THE SECURITIES REPRESENTED HEREBY ON A CANADIAN STOCK EXCHANGE. A CERTIFICATE WITHOUT A LEGEND MAY BE OBTAINED FROM THE REGISTRAR AND TRANSFER AGENT OF THE COMPANY IN CONNECTION WITH A SALE OF THE SECURITIES REPRESENTED HEREBY AT A TIME WHEN THE COMPANY IS A "FOREIGN ISSUER" AS DEFINED IN REGULATION S UNDER THE U.S. SECURITIES ACT, UPON DELIVERY OF THIS CERTIFICATE AND A DULY EXECUTED DECLARATION, IN A FORM SATISFACTORY TO THE REGISTRAR AND TRANSFER AGENT AND THE COMPANY, TO THE EFFECT THAT SUCH SALE OF THE SECURITIES REPRESENTED HEREBY IS BEING MADE IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT.";

provided that if such Shares are being sold outside the United States of America in compliance with the requirements of Rule 904 of Regulation S under the U.S. Securities Act and provided that the Company is a "foreign issuer" within the meaning of Regulation S under the U.S. Securities Act at the time of such sale, such legend may be removed by providing a written declaration signed by the holder to the registrar and transfer agent for the Shares to the following effect:

*"The undersigned (A) represents and warrants that the sale of the securities of DigiMax Global Inc. (the "**Company**") to which this declaration relates is being made in compliance with Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and (B) certifies that (1) the undersigned is not an affiliate of the Company as that term is defined in the U.S. Securities Act, (2) the offer of such securities was not made to a person in the United States and either (A) at the time the buy order was originated, the buyer was outside of the United States, or the undersigned and any person acting on its behalf reasonably believe that the buyer was outside the United States or (B) the transaction was executed on or through the facilities of a Designated Offshore Securities Market and neither the undersigned nor any person acting on behalf thereof knows or has any reason to believe that the transaction has been prearranged with a buyer in the United States, (3) neither the seller nor any affiliate of the seller nor any person acting on any of their behalf has engaged or will engage in any directed selling efforts in the United States in connection with the offer; and sale of such securities, (4) the sale is bona fide and not for the purpose of "washing off" the resale restrictions imposed because the securities are "restricted securities" (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act), (5) the seller does not intend to replace the securities sold in reliance on Rule 904 of the U.S. Securities Act with fungible unrestricted securities and (6) the contemplated sale is not a transaction, or part of a series of transactions which, although in technical compliance with Regulation S under the U.S. Securities Act, is part of a plan or scheme to evade the registration provisions of the U.S. Securities Act. Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.";*

- (d) other than as contemplated by this Section 17, prior to making any disposition of any Shares acquired pursuant to this Plan which might be subject to the requirements of the U.S. Securities Act, the Participant shall give written notice to the Company describing the manner of the proposed disposition and containing such other information as is necessary to enable counsel for the Company to determine whether registration under the U.S. Securities Act or qualification under any securities laws of any state of the United States of America is required in connection with the proposed disposition and whether the proposed disposition is otherwise in compliance with such legislation and the regulations thereto;

- (e) other than as contemplated by this Section 17, the Participant will not attempt to effect any disposition of the Shares owned by the Participant and acquired pursuant to this Plan or of any interest therein which might be subject to the requirements of the U.S. Securities Act in the absence of an effective registration statement relating thereto under the U.S. Securities Act or an opinion of counsel satisfactory in form and substance to counsel for the Company that such disposition would not constitute a violation of the U.S. Securities Act and then will only dispose of such Shares in the manner so proposed;
- (f) the Company may place a notation on the records of the Company to the effect that none of the Shares acquired by the Participant pursuant to this Plan shall be transferred unless the provisions of the Plan have been complied with; and
- (g) the effect of these restrictions on the disposition of the Shares acquired by the Participant pursuant to this Plan is such that the Participant may not be able to sell or otherwise dispose of such Shares for a considerable length of time in a transaction which is subject to the provisions of the U.S. Securities Act other than as contemplated by this Section 17.

## **18. CONDITIONS UPON ISSUANCE OF SHARES.**

18.1 **Legal Compliance.** Shares shall not be issued pursuant to the exercise of an Option or with respect to any other Award unless the exercise of such Option or grant of such Award and the issuance and delivery of such Shares shall comply with Applicable Laws and shall be further subject to the approval of counsel for the Company with respect to such compliance. The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, shall relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained.

18.2 **Investment Representations.** As a condition to the exercise of an Option or receipt of an Award, the Administrator may require the person exercising such Option or receiving such Award to represent and warrant at the time of any such exercise or the time of receipt of the Award that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares, and make other representations as may be required under applicable securities laws if, in the opinion of counsel for the Company, such representations are required, all in form and content specified by the Administrator.

18.3 **Provisions Governing Shares.** Any Shares issued pursuant to an Award shall be subject to this Plan and shall be subject to the Corporate Charter, any limitation, restriction or obligation included in any shareholders agreement applicable to all or substantially all of the holders of shares (regardless of whether or not the Participant is a formal party to such shareholders agreement), any other governing documents of the Company, all policies, manuals and internal regulations adopted by the Company from time to time, as may be amended from time to time, including any provisions included therein concerning restrictions or limitations on disposition of Shares or grant of any rights with respect thereto, forced sale and bring along/drag along provisions, any provisions concerning restrictions on the use of inside information and other provisions deemed by the Company to be appropriate in order to ensure compliance with Applicable Law. Each Participant shall execute such separate agreement(s) as may be requested by the Company relating to matters set forth in or otherwise for the purpose of implementing this Section 18.3. The Participant may be required to execute such separate agreement(s) as a condition to the exercise of any Award or the issuance of any Share.

18.4 **Legend.** The Administrator may require each person receiving Shares pursuant to an Award granted under the Plan to represent to and agree with the Company in writing that the Participant is acquiring the Shares without a view to distribution thereof and such other securities law related representations as the Administrator shall request. In addition to any legend required by the Plan, the certificates for such Shares may include any legend which the Administrator deems appropriate to reflect any applicable restrictions on transfer. All certificates for Shares delivered under the Plan shall be subject to such share transfer orders and other restrictions as the Administrator may deem advisable under the rules, regulations and other requirements of any relevant securities authority, the Exchange, any applicable securities law, and any applicable corporate law, and the Administrator may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

## 19. PROXY.

The Company, at its sole discretion, may require that as a condition of grant of an Award, exercise of an Option or issuance of Shares, the Participant will be required to grant an irrevocable proxy and power of attorney (“**Proxy**”) to any appropriate person designated by the Company, to vote all Shares obtained by the Participant pursuant to an Award at all general meetings of Company, and to sign all written resolutions, waivers, consents etc. of the shareholders of the Company on behalf of the Participant, including the right to waive on behalf of the Participant all minimum notice requirements for meetings of shareholders of the Company, and to otherwise exercise every right, power and authority with respect to the Shares as shall be detailed in the Proxy. The Proxy shall be personal to the Participant and shall not survive the transfer of the Participant’s Shares to a third-party transferee; provided, however, that upon a transfer of the Participant’s Shares to such a transferee (subject to the terms and conditions of the Plan concerning any such transfer), the transferee may be required to grant an irrevocable Proxy to such appropriate person as the Company, in giving its approval to the transfer, so requires. The Proxy may be included in the Award Agreement of each Participant or otherwise as the Administrator determines. If contained in the Award Agreement, no further document shall be required to implement such Proxy, and the signature of the Participant on the Award Agreement shall indicate approval of the Proxy thereby granted. The holder of the Proxy shall be indemnified and held harmless by the Company against any cost or expense (including counsel fees) reasonably incurred by him/her, or any liability (including any sum paid in settlement of a claim with the approval of the Company) arising out of any act or omission to act in connection with the voting of the Proxy unless arising out of his/her own fraud, bad faith or gross negligence, to the extent permitted by Applicable Law. Such indemnification shall be in addition to any rights of indemnification the holder of the Proxy may have as a director, officer or otherwise under the Company’s corporate documents or any agreement, any vote of shareholders or directors, insurance policy or otherwise.

## 20. RIGHT AS A SHAREHOLDER.

Subject to Section **Error! Reference source not found.**8, a Participant shall have no rights as a shareholder of the Company with respect to any Shares covered by an Award until the Participant shall have exercised the Award, paid the exercise price therefor and becomes the record holder of the subject Shares. No adjustment shall be made for dividends (ordinary or extraordinary, whether in shares or other securities, cash or other property, or rights, or any combination thereof) or distribution of other rights for which the record date is prior to the date on which the Participant becomes the record holder of the Shares covered by an Award, except as provided in Section 10 hereof. Any and all voting rights attached to such Shares shall be subject to Section **Error! Reference source not**

**found.19**, and the Participant shall be entitled to receive dividends distributed with respect to such Shares, subject to the provisions of the Corporate Charter and subject to any Applicable Law.

## **21. ADDITIONAL RESTRICTIONS ON TRANSFER OF SHARES.**

Until such time as the Shares are registered for trade to the public, a Participant shall not be permitted to transfer, sell, assign, pledge, hypothecate, or otherwise encumber or dispose of any Shares in any way to one or more third parties other than with the prior approval of the Board of Directors and/or in accordance with Applicable Law, and in any event, subject to any relevant provisions of the Company's corporate documents, as in effect from time to time, and/or the Award Agreement.

## **22. MISCELLANEOUS.**

**22.1 Data Privacy; Data Transfer.** Information related to Participant and Awards hereunder, as shall be received from Participant or others, and/or held by, the Company or its Affiliates from time to time, and which information may include sensitive and personal information related to Participant ("**Information**"), will be used by the Company or its Affiliates (or third parties appointed by any of them) to comply with any applicable legal requirement, or for administration of the Plan as they deems necessary or advisable, or for the respective business purposes of the Company or its Affiliates. The Company and its Affiliates shall be entitled to transfer the Information among the Company or its Affiliates, and to third parties for the purposes set forth above, which may include persons located abroad (including, any person administering the Plan or providing services in respect of the Plan or in order to comply with legal requirements, their respective officers, directors, employees and representatives, and the respective successors and assigns of any of the foregoing), and any person so receiving Information shall be entitled to transfer it for the purposes set forth above. The Company shall use commercially reasonable efforts to ensure that the transfer of such Information shall be limited to the reasonable and necessary scope. By receiving an Award hereunder, Participant acknowledges and agrees that the Information is provided at Participant's free will and Participant consents to the storage and transfer of the Information as set forth above.

**22.2 Governing Law.** This Plan and all determinations made and actions taken pursuant hereto shall be governed by the laws of the Province of Ontario, and the federal laws of Canada applicable therein.

**22.3 Non-Exclusivity of the Plan.** The adoption of this Plan shall not be construed as creating any limitations on the power or authority of the Company to adopt such other or additional incentive or other compensation arrangements of whatever nature as the Company may deem necessary or desirable or preclude or limit the continuation of any other plan, practice or arrangement for the payment of compensation or fringe benefits to employees generally, or to any class or group of employees, which the Company or any Affiliate now has lawfully put into effect.

**22.4 Survival.** The Participant shall be bound by and the Shares issued upon exercise or (if applicable) the vesting of any Awards granted hereunder shall remain subject to this Plan after the exercise or (if applicable) the vesting of Awards, in accordance with the terms of this Plan, whether or not the Participant is then or at any time thereafter employed or engaged by the Company or any of its Affiliates

22.5 **Fractional Shares.** No fractional Share shall be issuable upon exercise or vesting of any Award and the number of Shares to be issued shall be rounded down to the nearest whole Share, with any Share remaining at the last vesting date due to such rounding to be issued upon exercise at such last vesting date.

22.6 **Severability.** If any provision of this Plan, any Award Agreement or any other agreement entered into in connection with an Award shall be determined to be illegal or unenforceable by any court of law in any jurisdiction, the remaining provisions hereof and thereof shall be severable and enforceable in accordance with their terms, and all provisions shall remain enforceable in any other jurisdiction. In addition, if any particular provision contained in this Plan, any Award Agreement or any other agreement entered into in connection with an Award shall for any reason be held to be excessively broad as to duration, geographic scope, activity or subject, it shall be construed by limiting and reducing such provision as to such characteristic so that the provision is enforceable to fullest extent compatible with Applicable Law as it shall then appear.

22.7 **Conflict.** To the extent there is any inconsistency or ambiguity between this Plan and any Employment Contract, the terms of such Employment Contract shall govern to the extent of such inconsistency or ambiguity, subject only to compliance with applicable law and Stock Exchange policy.

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## SCHEDULE "A"

### ISRAELI APPENDIX TO OMNIBUS EQUITY INCENTIVE PLAN

#### 1. SPECIAL PROVISIONS FOR ISRAELI PARTICIPANTS

1.1. This Appendix (the "**Appendix**") to the DigiMax Omnibus Equity Incentive Plan (2022) (the "**Plan**") was approved by the board of directors (the "**Board of Directors**" or "**Board**") of DigiMax Global Inc. (the "**Company**") on October 11, 2022, and by the holders of common shares of the Company (the "**Shareholders**") on November 28, 2022. Capitalized terms used herein but not defined shall have the meanings ascribed thereto in the Plan.

1.2. The provisions specified hereunder apply only to persons who are deemed to be residents of the State of Israel for tax purposes, on the grant date, or are otherwise subject to taxation in Israel with respect to Awards.

1.3. This Appendix applies with respect to Awards, including Options, Restricted Share Units and other equity-based awards, granted under the Plan. The purpose of this Appendix is to establish certain rules and limitations applicable to Awards and Shares that may be granted or issued under the Plan from time to time, in compliance with the securities, tax and other Applicable Law currently in force in the State of Israel. Except as otherwise provided by this Appendix, all grants made pursuant to this Appendix shall be governed by the terms of the Plan. This Appendix complies with, and is subject to, the ITO and Section 102.

1.4. The Plan and this Appendix shall be read together. In any case of contradiction, whether explicit or implied, between the provisions of this Appendix and the Plan, the provisions of this Appendix shall govern with respect to grant to Israeli Participants.

#### 2. DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Plan. The following additional definitions will apply to grants made pursuant to this Appendix:

"**3(i) Award**" means an Award which is subject to taxation pursuant to Section 3(i) of the ITO which has been granted to any person who is not an Eligible 102 Participant.

"**102 Capital Gains Track**" means the tax alternative set forth in Section 102(b)(2) of the ITO pursuant to which all or a part of the income resulting from the sale of Shares is taxable as a capital gain.

"**102 Capital Gains Track Grant**" means a 102 Trustee Grant qualifying for the special tax treatment under the 102 Capital Gains Track.

"**102 Ordinary Income Track**" means the tax alternative set forth in Section 102(b)(1) of the ITO pursuant to which income resulting from the sale of Shares derived from Awards is taxed as ordinary income.

"**102 Ordinary Income Track Grant**" means a 102 Trustee Grant qualifying for the ordinary income tax treatment under the 102 Ordinary Income Track.



“**102 Trustee Grant**” means an Award granted pursuant to Section 102(b) of the ITO and held in trust by a Trustee for the benefit of the Eligible 102 Participant and includes both 102 Capital Gains Track Grants and 102 Ordinary Income Track Grants.

“**Affiliate**” means any “employing company” within the meaning of Section 102(a) of the ITO.

“**Controlling Shareholder**” as defined in Section 32(9) of the ITO, currently defined as an individual who prior to the grant or as a result of the grant or exercise of any Award, holds or would hold, directly or indirectly, in his name or with a relative (as defined in the ITO) (i) 10% or more of the outstanding share capital of the Company, (ii) 10% or more of the voting power of the Company, (iii) the right to hold or purchase 10% or more of the outstanding equity or voting power, (iv) the right to obtain 10% or more of the “profit” of the Company (as defined in the ITO), or (v) the right to appoint a director of the Company.

“**Deposit Requirements**” means with respect a 102 Trustee Grant, the requirement to evidence deposit of an Award with the Trustee, in accordance with Section 102, in order to qualify as a 102 Trustee Grant. As of the time of approval of this Appendix, the ITA guidelines regarding Deposit Requirements for 102 Capital Gains Track Grants require that the Trustee be provided with (a) a copy of resolutions approving Awards intended to qualify as 102 Capital Gains Track Grants within 45 days of the date of Administrator’s approval of such Award, including full details of the terms of the Awards, (b) a copy of the Eligible 102 Participant’s consent to the requirements of the 102 Capital Gains Track Grant within 90 days of the Administrator’s approval of such Award, and (c) with respect to an Award of Restricted Shares, either a share certificate and copy of the Company’s share register evidencing issuance of the Shares underlying such Award in the name of the Trustee for the benefit of the Eligible 102 Participant, or deposit of the Shares with a financial institution in an account administered in the name of the Trustee, as applicable, in each case, within 90 days of the date of the Administrator’s approval of such Award.

“**Election**” means the Company’s choice, in its full and absolute discretion, of the type of 102 Trustee Grants it will make under the Plan (as between capital gains track or ordinary income track), as filed with the ITA.

“**Eligible 102 Participant**” means a Participant who is employed by an Affiliate, which for the avoidance of doubt, includes the Company, including an individual who is engaged personally (and not through an entity) as a director or an office holder by an Affiliate, who is not a Controlling Shareholder.

“**Israeli Fair Market Value**” means with respect to 102 Capital Gains Track Grants only, for the sole purpose of determining tax liability pursuant to Section 102(b)(3) of the ITO, if at the date of grant the Company’s shares are listed on any established stock exchange or a national market system or if the Company’s shares will be registered for trading within ninety (90) days following the date of grant, the fair market value of the Shares at the date of grant shall be determined in accordance with the average value of the Company’s shares on the thirty (30) trading days preceding the date of grant or on the thirty (30) trading days following the date of registration for trading, as the case may be.

“**ITA**” means the Israeli Tax Authority.



“**ITO**” means the Israeli Income Tax Ordinance (New Version), 1961 and the rules, regulations, orders or procedures promulgated thereunder and any amendments thereto, including specifically the Rules, all as may be amended from time to time.

“**Non-Trustee Grant**” means an Award granted to an Eligible 102 Participant pursuant to Section 102(c) of the ITO and not held in trust by a Trustee.

“**Required Holding Period**” means the requisite period prescribed by the ITO and the Rules, or such other period as may be required by the ITA, with respect to 102 Trustee Grants, during which 102 Trustee Grants granted by the Company must be held by the Trustee for the benefit of the person to whom it was granted. As of the date of the adoption of this Appendix, the Required Holding Period for 102 Capital Gains Track Grants is 24 months from the date of grant of the Award and for 102 Ordinary Income Track Grant is 12 months from the date of grant of the Award.

“**Rules**” means the Income Tax Rules (Tax Benefits in Share Issuance to Employees) 5763-2003.

“**Section 102**” means the provisions of Section 102 of the ITO, as amended from time to time.

“**Trust Agreement**” means the agreement to be signed between the Company and/or an Affiliate and the Trustee for the purposes of Section 102.

“**Trustee**” means a person or entity designated by the Administrator to serve as a trustee and approved by the ITA in accordance with the provisions of Section 102(a) of the ITO.

### **3. TYPES OF AWARDS**

3.1. Awards made pursuant to this Appendix shall be made pursuant to either (a) Section 102(b)(2) of the ITO as 102 Capital Gains Track Grants, (b) Section 102(b)(1) of the ITO as 102 Ordinary Income Track Grants, or (c) Section 102(c) of the ITO as Non-Trustee Grants, or (d) Section 3(i) of the ITO as 3(i) Awards.

3.2. Eligible 102 Participants may receive only 102 Trustee Grants or Non-Trustee Grants under this Appendix. Participants who are not Eligible 102 Participants may be granted only 3(i) Awards under this Appendix.

3.3. No 102 Trustee Grants may be made effective pursuant to this Appendix until 30 days after the date upon which the requisite filings required by the ITO and the Rules have been made with the ITA, including the filing of the Plan and this Appendix and any amendment to the Plan or the Appendix, to the extent applicable.

3.4. The Award Agreement shall indicate whether the grant is a 102 Trustee Grant, a Non-Trustee Grant or a 3(i) Award; and, if the grant is a 102 Trustee Grant, whether it is a 102 Capital Gains Track Grant or a 102 Ordinary Income Track Grant.

### **4. TERMS AND CONDITIONS OF 102 TRUSTEE GRANTS**

4.1. The Company, in its discretion shall have an Election regarding the type of 102 Trustee Grant it chooses to make and shall have such Election filed with the ITA. Once the Company (or its Affiliate) has filed such

Election, it may change the type of 102 Trustee Grant that it chooses to make only after the passage of at least 12 months from the end of the calendar year in which the first grant was made in accordance with the previous Election, in accordance with Section 102. For the avoidance of doubt, such Election shall not prevent the Company from granting Non-Trustee Grants to Eligible 102 Participants at any time.

4.2. Each 102 Trustee Grant will be deemed granted on the date approved by the Administrator and stated in an Award Agreement, provided that the Company has also complied with any applicable Deposit Requirements.

4.3. Each 102 Trustee Grant granted to an Eligible 102 Participant and each certificate for Shares acquired pursuant to a 102 Trustee Grant and each Additional Right issued thereunder shall be deposited with a Trustee in compliance with the Deposit Requirements and held in trust for the benefit of the Eligible 102 Participant for the Required Holding Period by the Trustee. After termination of the Required Holding Period, the Trustee may release such Awards and any Shares issued with respect to such Awards, provided that either (a) the Trustee has received an acknowledgment from the Israeli Income Tax Authority that the Eligible 102 Participant has paid any applicable tax due pursuant to the ITO, or (b) the Trustee and/or the Company or its Affiliate withholds any applicable tax due pursuant to the ITO. The Trustee shall not release any 102 Trustee Grants or shares issued with respect to the 102 Trustee Grants prior to the full payment of the Eligible 102 Participant's tax liabilities.

4.4. Each 102 Trustee Grant shall be subject to the relevant terms of Section 102 and the ITO, which shall be deemed an integral part of the 102 Trustee Grant and shall prevail over any term contained in the Plan, this Appendix or Award Agreement that is not consistent therewith. Any provision of the ITO and any approvals of the ITA not expressly specified in this Appendix or any document evidencing an Award that are necessary to receive or maintain any tax benefit pursuant to the Section 102 shall be binding on the Eligible 102 Participant. The Trustee and the Eligible 102 Participant granted a 102 Trustee Grant shall comply with the ITO, and the terms and conditions of the Trust Agreement entered into between the Company and the Trustee. Compliance with the ITO specifically includes compliance with the Rules. Further, the Eligible 102 Participant agrees to execute any and all documents which the Company or the Trustee may reasonably determine to be necessary in order to comply with the provision of any Applicable Law, and, particularly, Section 102 and the Deposit Requirements. With respect to 102 Capital Gain Track Grants, to the extent that the Shares are listed on any established stock exchange or a national market system, the provisions of Section 102(b)(3) of the ITO will apply with respect to the Israeli tax rate applicable to such Awards (including Restricted Share Units and Options whose exercise price is lower than the Israeli Fair Market Value of the Shares on the date of grant).

4.5. During the applicable Required Holding Period, the Eligible 102 Participant shall not require the Trustee to release or sell the Awards and Shares received subsequently following any realization of rights derived from Awards or Shares (including Additional Rights) to the Eligible 102 Participant or to a third party, unless permitted to do so by Applicable Law. Notwithstanding the foregoing, the Trustee may, pursuant to a written request and subject to Applicable Law, release and transfer such Shares to a designated third party, provided that both of the following conditions have been fulfilled prior to such transfer: (a) all taxes required to be paid upon the release and transfer of the shares have been withheld for transfer to the tax authorities, and (b) the Trustee has received written confirmation from the Company that all requirements for such release and transfer have been fulfilled according to the terms of the Company's Corporate Charter, the Plan, any applicable Award Agreement and Applicable Law. Such sale or release during the applicable Required Holding Period may result in various tax ramifications to the Eligible 102 Participant under Section 102 of the ITO and the Rules and/or any other regulations or orders or

procedures promulgated thereunder, which shall apply to and shall be borne solely by such Eligible 102 Participant (including tax and mandatory payments otherwise payable by the Company or its Affiliates, which would not apply absent a sale or release during the applicable Required Holding Period).

4.6. In the event a share dividend is declared and/or Additional Rights are granted with respect to Shares which derive from Awards granted as 102 Trustee Grants, such dividend and/or rights shall also be subject to the provisions of this Section 4 and the Required Holding Period for such dividend shares and/or rights shall be measured from the commencement of the Required Holding Period for the Award with respect to which the dividend was declared and/or rights granted. In the event of a cash dividend on Shares, the Trustee shall transfer the dividend proceeds to the Eligible 102 Participant, in accordance with the Plan, after deduction of taxes and mandatory payments, in compliance with applicable withholding requirements, and subject to any other requirements imposed by the ITA.

4.7. If an Award granted as a 102 Trustee Grant is exercised or settled during the applicable Required Holding Period, the Shares issued upon such exercise or settlement shall be issued in the name of the Trustee for the benefit of the Eligible 102 Participant. If such an Award is exercised or settled after the Required Holding Period ends, the Shares issued upon such exercise or settlement shall, at the election of the Eligible 102 Participant, either (a) be issued in the name of the Trustee, or (b) be transferred to the Eligible 102 Participant directly, provided that the Eligible 102 Participant first complies with all applicable provisions of the Plan and this Appendix.

4.8. The grant of certain types of equity-based Awards under the 102 Capital Gains Track are subject to the confirmation and approval of the ITA.

## **5. TERMS AND CONDITIONS OF NON-TRUSTEE GRANTS**

Non-Trustee Grants shall be subject to the relevant provisions of Section 102 and the applicable Rules. The Administrator may determine that Non-Trustee Grants, the Shares issuable upon the exercise or vesting of a Non-Trustee Grant and/or any Additional Rights, shall be allocated or issued to the Trustee, who shall hold such Non-Trustee Grants and all accrued rights thereon in trust for the benefit of the Participant, until the full payment of tax arising from the Non-Trustee Grant (and/or any right issued thereunder). The Company may choose, alternatively, to require the Participant to provide the Company with a guarantee or other security, to the satisfaction of each of the Trustee and the Company, until the full payment of the applicable taxes

## **6. TERMS AND CONDITIONS OF 3(i) AWARDS**

To the extent required by the ITO or the ITA or otherwise deemed by the Administrator to be advisable, the 3(i) Awards and/or any Shares or other Additional Rights issued thereunder shall be issued to a Trustee or any other custodian. In such event, the Trustee shall hold such Awards and any right issued thereunder in trust, until exercised by the Participant or (if applicable) vested, and the full payment of tax arising therefrom, pursuant to the Company's instructions from time to time as set forth in a trust agreement, which will have been entered into between the Company and the Trustee. If determined by the Administrator, and subject to such trust agreement, the Trustee shall be responsible for withholding any taxes to which a Participant may become liable upon issuance of Shares. Shares issued pursuant to a 3(i) Award shall not be issued, unless the Participant delivers to the Company payment in cash or by bank check or such other form acceptable to the Administrator of all withholding taxes due, if any, on account

of the Participant acquiring Shares or the Participant provides other assurance satisfactory to the Administrator of the payment of those withholding taxes.

## **7. ASSIGNABILITY**

7.1. As long as Awards or Shares are held by the Trustee on behalf of the Eligible 102 Participant, all rights of the Eligible 102 Participant over the Shares are personal, cannot be transferred, assigned, pledged or mortgaged, other than by will or laws of descent and distribution.

7.2. Notwithstanding the provision of the Plan, including specifically Sections 13 and 23 of the Plan, the transfer, sale, assignment, pledge, hypothecation, or other encumbrance or disposal of any Shares issued as 102 Trustee Grants or as a result of exercise of 102 Trustee Grant (including any Additional Rights thereunder) shall be subject to the provisions of the Corporate Charter and to any limitation, restriction or obligation applicable to shareholders included in any shareholders agreement applicable to all or substantially all of the holders of Shares, any other governing documents of the Company, and all policies, manuals and internal regulations adopted by the Company from time to time, and any other provisions deemed by the Company to be appropriate in order to ensure compliance with Applicable Laws. Each Participant shall execute such separate agreement(s) as may be requested by the Company relating to matters set forth herein. The execution of such separate agreement(s) may be a condition by the Company to the exercise of any Award.

## **8. TAX CONSEQUENCES**

8.1. Any tax consequences arising from the grant or settlement of any Award, the exercise of any Option, the issuance, sale or transfer and payment for the Shares covered thereby, or from any other event or act (of the Company and/or its Affiliates and/or the Trustee and/or the Participant) relating to an Award or Shares issued thereupon shall be borne solely by the Participant. The Company and/or its Affiliates, and/or the Trustee shall withhold taxes according to the requirements under the Applicable Laws, rules, and regulations, including withholding taxes at source. Furthermore, the Participant shall agree to indemnify the Company and/or its Affiliates and/or the Trustee and hold them harmless against and from any and all liability for any such tax or interest or penalty thereon, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such tax from any payment made to the Participant. The Company or any of its Affiliates, and the Trustee may make such provisions and take such steps as it/they may deem necessary or appropriate for the withholding of all taxes required by law to be withheld with respect to an Award granted under the Plan and the exercise, sale, transfer or other disposition thereof, including, but not limited, to (a) deducting the amount so required to be withheld from any other amount then or thereafter payable to a Participant, including by deducting any such amount from a Participant's salary or other amounts payable to the Participant, to the maximum extent permitted under law; (b) requiring a Participant to pay to the Company or any of its Affiliates the amount so required to be withheld as a condition of the issuance, delivery, distribution or release of any Shares; (c) withholding otherwise deliverable Shares having a Fair Market Value equal to the minimum amount statutorily required to be withheld; and/or (d) selling a sufficient number of such Shares otherwise deliverable to a Participant through such means as the Company may determine in its sole discretion (whether through a broker or otherwise) equal to the amount required to be withheld either through a voluntary sale or through a mandatory sale arranged by the Company (on the Participant's behalf pursuant to the Participant's authorization as expressed by acceptance of the Award under the terms herein), to the extent permitted by Applicable Law or pursuant to the approval of the ITA. In addition, the Participant will be required to pay any

amount (including penalties) that exceeds the tax to be withheld and transferred to the tax authorities, pursuant to applicable tax laws, regulations and rules.

8.2. With respect to Non-Trustee Grants, if the Eligible 102 Participant ceases to be employed by the Company or any Affiliate, the Eligible 102 Participant shall extend to the Company and/or its Affiliate a security or guarantee for the payment of tax due at the time of sale of Shares to the satisfaction of the Company, all in accordance with the provisions of Section 102 of the ITO and the Rules.

**9. SECURITIES LAWS**

All Awards hereunder shall be subject to compliance with the Israeli Securities Law, 1968, and the rules and regulations promulgated thereunder.

**10. GOVERNING LAW**

This Appendix shall be governed by, construed and enforced in accordance with the laws set forth in the Plan, except that applicable Israeli laws, rules and regulations shall apply to any mandatory tax matters arising hereunder.

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**SCHEDULE "C"**

**AUDIT COMMITTEE CHARTER**

*(See attached.)*

## **AUDIT COMMITTEE MANDATE**

### **PURPOSE OF THE COMMITTEE**

The purpose of the Audit Committee (the "Committee") of the Board of Directors (the "Board") of the Company is to provide an open avenue of communication between management, the external auditor, and the Board and to assist the Board in its oversight of the: integrity, adequacy and timeliness of the Company's financial reporting and disclosure practices; processes for identifying the principal financial risks of the company and reviewing the company's internal control systems to ensure that they are adequate to ensure fair, complete and accurate financial reporting; Company's compliance with legal and regulatory requirements related to financial reporting; accounting principles, policies and procedures used by management in determining significant estimates; engagement, independence and performance of the Company's external auditor.

The Committee shall also perform any other activities consistent with this Charter, the Company's bylaws and governing laws as the Committee or Board deems necessary or appropriate.

The Committee shall consist of at least three directors. Members of the Committee and the Chairman shall be appointed by the Board and may be removed by the Board in its discretion. A majority of members of the Committee shall be sufficiently financially literate to enable them to discharge their responsibilities in accordance with applicable laws and/or requirements of the various stock exchanges on which the Company's securities trade and in accordance with Multilateral Instrument 52-110. Financial literacy means the ability to read and understand a balance sheet, income statement, cash flow statement and associated notes which represent a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the financial statements of the Company.

The Committee's role is one of oversight. Management is responsible for preparing the Company's financial statements and other financial information and for the fair presentation of the information set forth in the financial statements in accordance with International Financial Reporting Standards. Management is also responsible for establishing, documenting, maintaining and reviewing systems of internal control and for maintaining the appropriate accounting and financial reporting principles and policies designed to assure compliance with accounting standards and all applicable laws and regulations.

The external auditors' responsibility is to audit the Company's financial statements and provide an opinion, based on their audit conducted in accordance with Canadian generally accepted auditing standards, that the financial statements present fairly, in all material respects, the financial position, results of operations and cash flows of the Company in accordance with International Financial Reporting Standards.

The Committee is directly responsible for the appointment, compensation, evaluation, termination and oversight of the work of the external auditor and oversees the resolution of any disagreements between management and the external auditor regarding financial reporting.

## **AUTHORITY AND RESPONSIBILITIES**

In performing its oversight responsibilities, the Committee shall:

Review and assess the adequacy of this Charter and recommend any proposed changes to the Board for approval at least once per year.

Review the appointments of the Company's Chief Financial Officer and any other key financial executives involved in the financial reporting process.

Review with management and the external auditor the adequacy and effectiveness of the Company's systems of accounting and financial controls and the adequacy and timeliness of its financial reporting processes.

Prior to their approval by the Board, review with management and the external auditor the annual audited financial statements and related documents, and review with management the unaudited quarterly financial statements, the management discussion and analysis reports prior to filing or distribution, including matters required to be reviewed under applicable legal or regulatory requirements.

Where appropriate and prior to release, review with management and approve any other news releases that contain significant financial information that has not previously been released to the public.

Review the Company's financial reporting and accounting standards and principles and significant changes in such standards or principles or in their application, including key accounting decisions affecting the financial statements, alternatives thereto and the rationale for decisions made.

Review with management and the external auditor significant related party transactions and potential conflicts of interest.

Recommend to the Board to assist them in recommending to the shareholders (a) the external auditor to be nominated to examine the Company's accounts and financial statements and prepare and issue an auditor's report on them or perform other audit, review or attest services for the company and (b) the compensation of the external auditor. The Committee has the responsibility to approve all audit engagement terms and fees.

Monitor the independence of the external auditors by reviewing all relationships between the independent auditor and the company and all audit, non-audit and assurance work performed for the company by the independent auditor.

Conduct or authorize investigations into any matter that the Committee believes is within the scope of its responsibilities. The Committee has the authority to (a) retain independent counsel, accountants or other advisors to assist it in the conduct of its investigation, at the expense of the company, (b) set and pay the compensation of any advisors retained by it and (c) communicate directly with external auditors.

The Committee shall report its recommendations and findings to the Board after each meeting and shall conduct and present to the Board an annual performance evaluation of the effectiveness of the committee.

Perform such other functions and exercise such other powers as are prescribed from time to time for the audit committee of a reporting company in Parts 2 and 4 of Multilateral Instrument 52-110 of the Canadian Securities Administrators.