

**EAT WELL INVESTMENT GROUP INC.**  
(the “Company”)

**FORM 51-102F6V**  
**STATEMENT OF EXECUTIVE COMPENSATION – Venture Issuers**  
**(For Financial Years ended November 30, 2021 and November 30, 2020)**

**GENERAL**

The following information, dated as of June 2, 2022, is provided as required under Form 51-102F6V for Venture Issuers (the “Form”), as such term is defined in National Instrument 51-102 – *Continuous Disclosure Obligations*.

For the purposes of this Form:

“**compensation securities**” includes stock options, convertible securities, exchangeable securities and similar instruments including stock appreciation rights, deferred share units and restricted stock units granted or issued by the company or one of its subsidiaries for services provided or to be provided, directly or indirectly, to the company or any of its subsidiaries;

“**external management company**” includes a subsidiary, affiliate or associate of the external management company;

“**NEO**” or **named executive officer**” means each of the following individuals:

- (a) each individual who, in respect of the company, during any part of the most recently completed financial year, served as chief executive officer (“**CEO**”), including an individual performing functions similar to a CEO;
- (b) each individual who, in respect of the company, during any part of the most recently completed financial year, served as chief financial officer (“**CFO**”), including an individual performing functions similar to a CFO;
- (c) in respect of the company and its subsidiaries, the most highly compensated executive officer other than the individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than \$150,000, for that financial year;
- (d) each individual who would be a named executive officer under paragraph (c) but for the fact that the individual was not an executive officer of the company, and was not acting in a similar capacity, at the end of that financial year.

During the financial year ended November 30, 2021, the NEOs of the Company were: (i) Marc Aneed, who was appointed President on August 1, 2021; (ii) David Doherty, who served as President until July 30, 2021, as CEO until December 22, 2021 and as a director until October 20, 2021; (iii) Nick DeMare, the current CFO, Corporate Secretary and director; and (v) Mark Coles, who was appointed Chief Investment Officer (“**CIO**”) on August 1, 2022. The directors of the Company who were not NEOs during financial year ended November 30, 2021 were Marc Cernovitch, who served as director until October 20, 2021, Nick Grafton, Daniel Brody, Desmond Balakrishnan and Matthew Fish. Messrs. Balakrishnan and Fish were elected as directors at the annual general meeting held on October 20, 2021 and Messrs. Doherty and Cernovitch did not stand for re-election.

During the financial year ended November 30, 2020, the NEOs of the Company were: David Doherty, President, CEO and director and Nick DeMare, CFO, Corporate Secretary and director. The directors of the Company who were not NEOs during financial year ended November 30, 2020 were Marc Cernovitch, Nick Grafton, Daniel Brody and former director, Daniel Sorger. At the annual general meeting held on September 29, 2020, Messrs. Grafton and Brody were elected as directors of the Company and Mr. Sorger did not stand for re-election.

## **DIRECTOR AND NAMED EXECUTIVE OFFICER COMPENSATION**

### **Director and NEO Compensation, Excluding Options and Compensation Securities**

The following table of compensation, excluding options and compensation securities, provides a summary of the compensation paid by the Company to each NEO and director of the Company for the completed financial years ended November 30, 2021 and November 30, 2020. Options and compensation securities are disclosed under the heading “**Stock Options and Other Compensation Securities**” below.

**Table of Compensation, Excluding Compensation Securities in Financial Years Ended November 30, 2021 and November 30, 2020**

<b>Table of Compensation, Excluding Compensation Securities</b>							
<b>Name and position</b>	<b>Year<sup>(1)</sup></b>	<b>Salary, consulting fee, retainer or commission (\$)<sup>(2)</sup></b>	<b>Bonus (\$)<sup>(2)</sup></b>	<b>Committee or meeting fees (\$)<sup>(2)</sup></b>	<b>Value of perquisites (\$)<sup>(2)</sup></b>	<b>Value of all other compensation (\$)<sup>(2)</sup></b>	<b>Total compensation (\$)<sup>(2)</sup></b>
Marc Aneed <sup>(3)</sup> President, CEO and Director	2021 2020	158,586 N/A	Nil N/A	Nil N/A	Nil N/A	Nil N/A	158,586 N/A
Nick DeMare CFO, Corporate Secretary and Director	2021 2020	30,000 30,000	Nil Nil	Nil Nil	Nil Nil	73,800 <sup>(4)</sup> 39,050 <sup>(4)</sup>	103,800 69,050
Mark Coles <sup>(5)</sup> CIO	2021 2020	196,032 N/A	Nil N/A	Nil N/A	Nil N/A	Nil N/A	196,032 N/A
Nick Grafton <sup>(6)</sup> Director	2021 2020	71,000 Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	71,000 Nil
Daniel Brody <sup>(6)</sup> Director	2021 2020	50,162 Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	50,162 Nil
Desmond Balakrishnan <sup>(7)</sup> Director	2021 2020	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil
Matthew Fish <sup>(7)</sup> Director	2021 2020	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil
David Doherty <sup>(7)</sup> Former President, former CEO and former Director	2021 2020	61,874 56,289	Nil Nil	Nil Nil	Nil Nil	Nil Nil	61,874 56,289
Marc Cernovitch <sup>(7)</sup> Former Director	2021 2020	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil
Daniel Sorger <sup>(6)</sup> Former Director	2021 2020	Nil 29,490 <sup>(8)</sup>	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil 29,490

Notes:

- (1) Financial years ended November 30.
- (2) All amounts shown were paid in Canadian currency, the reporting currency of the Company.
- (3) Mr. Aneed was appointed as director on July 30, 2021, President on August 1, 2021 and CEO on December 22, 2021.
- (4) Incurred or paid to Chase Management Ltd. (“**Chase**”), a private company owned by Mr. DeMare, for accounting, secretarial and management services performed by Chase staff, other than Mr. DeMare.
- (5) Mr. Coles was appointed CIO on August 1, 2021.
- (6) At the annual general meeting of shareholders held on September 29, 2020 Messrs. Grafton and Brody were elected directors of the Company and Mr. Sorger ceased to be a director.
- (7) At the annual general meeting of shareholders held on October 20, 2021 Messrs. Balakrishnan and Fish were elected as new directors of the Company. Messrs. Doherty and Cernovitch did not seek re-election and ceased to be directors. Mr. Doherty also ceased to be CEO.
- (8) Paid to Sorger & Co LLC, an entity owned by Mr. Sorger, for professional services rendered.

## Stock Options and Other Compensation Securities

### Compensation Securities of NEOs and Directors

The following table discloses all compensation securities outstanding on the last day of or granted by the Company to the NEOs and directors of the Company during the financial year ended November 30, 2021:

Compensation Securities							
Name	Type of compensation security <sup>(1)</sup>	Number of compensation securities, number of underlying securities, and percentage of class	Date of issue or grant	Issue, conversion or exercise price (\$)	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end (\$)	Expiry Date
Marc Aneed	RSU	Nil	N/A	N/A	N/A	N/A	N/A
	Options	Nil	N/A	N/A	N/A	N/A	N/A
Nick DeMare	RSU	350,000 <sup>(2)</sup>	Feb. 26/21	N/A	0.55	0.57	N/A
	Options	250,000 <sup>(3)</sup>	Feb. 26/21	0.56	0.55	0.57	Feb. 26/26
Mark Coles	RSU	Nil	N/A	N/A	N/A	N/A	N/A
	Options	250,000 <sup>(4)</sup>	Feb 26/21	0.56	0.55	0.57	Feb 26/26
Nick Grafton	RSU	600,000 <sup>(5)</sup>	Feb. 26/21	N/A	0.55	0.55	N/A
	Options	Nil	N/A	N/A	N/A	N/A	N/A
Daniel Brody	RSU	1,737,500 <sup>(6)</sup>	Feb. 26/21	N/A	0.55	0.57	N/A
	Options	1,800,000 <sup>(7)</sup>	Feb. 26/21	0.56	0.55	0.57	Feb. 26/26
Desmond Balakrishnan	RSU	Nil	N/A	N/A	N/A	N/A	N/A
	Options	Nil	N/A	N/A	N/A	N/A	N/A
Matthew Fish	RSU	Nil	N/A	N/A	N/A	N/A	N/A
	Options	Nil	N/A	N/A	N/A	N/A	N/A
David Doherty	RSU	750,000 <sup>(8)</sup>	Feb. 26/21	N/A	0.55	0.55	N/A
	Options	Nil	N/A	N/A	N/A	N/A	N/A
Marc Cernovitch	RSU	250,000 <sup>(9)</sup>	Feb. 26/21	N/A	0.55	0.55	N/A
	Options	Nil	N/A	N/A	N/A	N/A	N/A
Daniel Sorger	RSU	Nil	N/A	N/A	N/A	N/A	N/A
	Options	Nil	N/A	N/A	N/A	N/A	N/A

Notes:

- (1) The “RSUs” and “Options” are described below under the heading “*Stock Option Plans and Other Incentive Plans*”.
- (2) 100,000 RSUs granted to Mr. DeMare and 250,000 RSUs granted to Chase. As at November 30, 2021, all of the RSUs have vested and are issuable to the grantee upon departure from the Company.
- (3) As at November 30, 2021, Chase held 250,000 stock options of the Company entitling it to acquire, upon exercise, 250,000 common shares in the capital of the Company. All of these stock options were vested as at November 30, 2021.
- (4) As at November 30, 2021, Mr. Coles held 250,000 stock options of the Company entitling him to acquire, upon exercise, 250,000 common shares in the capital of the Company. As at November 30, 2021 62,500 of these stock options were vested.
- (5) As at November 30, 2021, 337,500 RSUs vested and are issuable to Mr. Grafton upon departure from the Company.
- (6) As at November 30, 2021, 621,875 RSUs vested and are issuable to Mr. Brody upon departure from the Company.
- (7) As at November 30, 2021, Mr. Brody held 1,800,000 stock options of the Company entitling him to acquire, upon exercise, 1,800,000 common shares in the capital of the Company. As at November 30, 2021 450,000 of these stock options were vested.
- (8) As at November 30, 2021, 750,000 RSUs vested and were issuable to Mr. Doherty upon departure from the Company. On January 4, 2022, the Company issued 750,000 shares to Mr. Doherty on redemption of his RSUs.
- (9) As at November 30, 2021, 250,000 RSUs vested and were issuable to Mr. Cernovitch upon departure from the Company. On January 12, 2022, the Company issued 250,000 shares to Mr. Cernovitch on redemption of his RSUs.

## Exercise of Compensation Securities by NEOs and Directors

No RSUs were redeemed or options exercised by the NEOs and directors of the Company during the financial year ended November 30, 2021.

## Stock Option Plans and Other Incentive Plans

### (a) Option-Based Awards

#### *10% “rolling” Stock Option Plan*

The Board adopted a new 10% “rolling” stock option plan dated effective February 26, 2021 (the “**Stock Option Plan**”). The Stock Option Plan replaced the Company’s previous 10% fixed number maximum stock option plan in the form adopted by the Board on October 24, 2016 and approved by Shareholders at the Company’s annual general meeting held on September 29, 2020 (the “**Old Stock Option Plan**”). Any outstanding Options granted pursuant to the Old Stock Option Plan were transitioned to the Stock Option Plan, with equivalent vesting and exercise terms, subject to the provisions of the Stock Option Plan.

The purpose of the Stock Option Plan is to provide the Company with a share related mechanism to enable the Company to attract, retain and motivate qualified directors, officers, employees and other service providers, to reward directors, officers, employees and other service providers for their contribution toward the long term goals of the Company and to enable and encourage such individuals to acquire shares of the Company as long term investments.

The following information is intended to be a brief description of the Stock Option Plan and is qualified in its entirety by the full text of the Stock Option Plan. All capitalized words not defined within this report have the meanings ascribed to such term in the Stock Option Plan:

- (a) the Stock Option Plan provides that up to 10% of the issued and outstanding common shares from time to time may be reserved for issue, less any common shares reserved for issuance under any other share compensation arrangement. The options (“**Options**”) are non-assignable and may be granted for a term not exceeding ten years
- (b) the exercise price shall not be lower than the greater of the closing market price of the common shares on the trading day prior to the date of grant of the Options; and (b) the date of grant of the Options; and
- (c) the terms of an Option may not be amended once issued. If an Option is cancelled prior to its expiry date, the Company shall not grant new options to the same person until 30 days have elapsed from the date of cancellation.

Assignability of Options. All Options will be exercisable only by the optionee to whom they are granted and will not be assignable or transferable.

### Amendment of the Stock Option Plan by the Board of Directors.

The Board shall have the authority to do the following:

- 1) oversee the administration of the Stock Option Plan in accordance with its terms;
- 2) appoint or replace the Administrator from time to time;
- 3) determine all questions arising in connection with the administration, interpretation and application of the Stock Option Plan, including all questions relating to the Market Value;
- 4) correct any defect, supply any information or reconcile any inconsistency in the Stock Option Plan in such manner and to such extent as shall be deemed necessary or advisable to carry out the purposes of the Stock Option Plan;
- 5) prescribe, amend, and rescind rules and regulations relating to the administration of the Stock Option Plan;
- 6) determine the duration and purposes of leaves of absence from employment or engagement by the Company which may be granted to Option Holders without constituting a termination of employment or engagement for purposes of the Stock Option Plan;

- 7) do the following with respect to the granting of Options:
- a. determine the Executives, Employees or Consultants to whom options shall be granted, based on the eligibility criteria set out in this Stock Option Plan;
  - b. determine the terms of the Option to be granted to an Option Holder including, without limitation, the Grant Date, Expiry Date, Exercise Price and vesting schedule (which need not be identical with the terms of any other Option);
  - c. subject to any necessary Regulatory Approvals, amend the terms of any Options;
  - d. determine when Options shall be granted;
  - e. determine the number of Common Shares subject to each Option;
  - f. accelerate the vesting schedule of any Option previously granted; and
  - g. make all other determinations necessary or advisable, in its sole discretion, for the administration of the Stock Option Plan.

Amendments to the Stock Option Plan requiring Regulatory Approvals

Subject to any required Regulatory Approvals, the Company may from time to time amend any existing Option or the Plan or the terms and conditions of any Option thereafter to be granted provided that where such amendment relates to an existing Option and it would:

- (a) materially decrease the rights or benefits accruing to an Option Holder; or
- (b) materially increase the obligations of an Option Holder; then, unless otherwise excepted out by a provision of this Stock Option Plan, the Company must also obtain the written consent of the Option Holder in question to such amendment. If at the time the exercise price of an Option is reduced the Option Holder is an insider of the Company, the Insider must not exercise the option at the reduced exercise price until the reduction in exercise price has been approved by the disinterested shareholders of the Company, if required by the Exchange.

Black-Out Period. The Stock Option Plan also contains a “black-out” provision. Should the Expiry Date for an Option fall within a Blackout Period, within or immediately after a Black Out, the Holder may elect for the term of such Option to be extended to the date which is ten (10) business days after the last day of the Black Out; provided, that, the expiration date as extended will not in any event be beyond the later of: (i) December 31 of the calendar year in which the Option was otherwise due to expire; and (ii) the 15th day of the third month following the month in which the Option was otherwise due to expire.

Any Option granted pursuant to a stock option plan previously adopted by the Board which is outstanding at the time this Plan comes into effect shall be deemed to have been issued under this Stock Option Plan and shall, as of the date this Stock Option Plan comes into effect, be governed by the terms and conditions hereof.

**(b) Share-Based Awards**

**10% “rolling” Restricted Share Unit Plan (Share-Based Awards)**

The Board adopted a new 10% “rolling” restricted share unit plan dated effective February 26, 2021 (the “**RSU Plan**”). The RSU Plan replaced the Company’s previous Deferred Share Unit Plan (the “**DSU Plan**”) adopted by the Board on October 24, 2016 and approved by Shareholders at the Company’s annual general meeting held on September 29, 2020. A copy of the RSU Plan is available under the Company’s SEDAR profile at [www.sedar.com](http://www.sedar.com).

The RSU Plan was designed to provide certain directors, officers, consultants and other key employees (an “**Eligible Person**”) of the Company and its related entities with the opportunity to acquire restricted share units (“**RSUs**”) of the Company. The acquisition of RSUs allows an Eligible Person to participate in the long-term success of the Company thus promoting the alignment of an Eligible Persons.

The following is a summary of the RSU Plan. Capitalized terms used but not defined have the meanings ascribed to them in the RSU Plan.

#### *Nature and Administration of the RSU Plan*

All Directors, Officers, Consultants and Employees (as defined in the RSU Plan) of the Company and its related entities (“**Eligible Persons**”) are eligible to participate in the RSU Plan (as “**Participants**”), and the Company reserves the right to restrict eligibility or otherwise limit the number of persons eligible for participation as Participants in the RSU Plan. Eligibility to participate as a Participant in the RSU Plan does not confer upon any person a right to receive an award of RSUs.

Subject to certain restrictions, the Board or its appointed committee (the “**Board**”), can, from time to time, award RSUs to Eligible Persons. RSUs will be credited to an account (an “**Account**”) maintained for each Participant on the books of the Company as of the award date. The number of RSUs to be credited to each Participant’s account shall be determined at the discretion of the Board and pursuant to the terms of the RSU Plan.

RSUs and all other rights, benefits or interests in the RSU Plan are not transferable or assignable otherwise than by will or the laws of descent and distribution, and shall be exercisable during the lifetime of the Participant only by the Participant and after death only by the Participant’s legal representative.

#### *Credit for Dividends*

A Participant's Account will be credited with additional RSUs (the “**Dividend RSUs**”) as of each dividend payment date in respect of which cash dividends are paid on Common Shares. The number of Dividend RSUs credited to a Participant’s Account in connection with the payment of dividends on Common Shares will be based on the actual amount of cash dividends that would have been paid to such Participant had he or she been holding such number of Common Shares equal to the number of RSUs credited to the Participant’s Account on the date on which cash dividends are paid on the Common Shares and the market price of the Common Shares on the payment date. Note that the Company is not obligated to pay dividends on Common Shares.

#### *Resignation, Termination, Leave of Absence or Death*

Generally, if a Participant's employment or service is terminated, or if the Participant resigns from employment with the Company, then all RSUs held by the Participant (whether vested or unvested) shall terminate automatically upon the termination of the Participant’s service or employment.

In the event a Participant is terminated by reason of (i) termination by the Company other than for cause or (ii) the Participant’s death, the Participant’s unvested RSUs shall vest automatically as of such date. In the event the termination of the Participant’s services by reason of voluntary resignation, only the Participant’s unvested RSUs shall terminate automatically as of such date.

#### *Change of Control*

In the event of a Change of Control, the Board may, in its discretion, without the necessity or requirement for the agreement or consent of any Participant: (i) accelerate, conditionally or otherwise, on such terms as it sees fit, the vesting date of any RSU; (ii) permit the conditional settlement of any RSU, on such terms as it sees fit; (iii) otherwise amend or modify the terms of the RSU, including for greater certainty permitting Participants to settle any RSU, to assist the Participants to tender the underlying Common Shares to, or participate in, the actual or potential Change of Control Event (as defined in the RSU Plan) or to obtain the advantage of holding the underlying Common Shares during such Change of Control Event; and (iv) terminate, following the successful completion of such Change of Control Event, on such terms as it sees fit, the RSUs not settled prior to the successful completion of such Change of Control Event, including, without limitation, for no payment or other compensation. The determination of the Board in respect of any such Change of Control Event shall for the purposes of this RSU Plan be final, conclusive and binding.

#### *Adjustments*

In the event there is a change in the outstanding Common Shares by reason of any stock dividend or split, recapitalization, amalgamation, consolidation, combination or exchange of shares, or other corporate change, the Board shall make, subject

to the prior approval of the CSE where necessary, appropriate substitution or adjustment in the number or kind of Common Shares or other securities reserved for issuance pursuant to the RSU Plan, and (ii) the number and kind of Common Shares or other securities subject to unsettled and outstanding RSUs granted pursuant to the RSU Plan.

#### *Vesting*

Each award of RSUs vests on the date(s) (the “**Vesting Date**”) specified by the Board on the award date, and reflected in the applicable RSU agreement certificate.

#### *Limitations under the RSU Plan*

The maximum number of Common Shares made available for issuance pursuant to the RSU Plan shall be determined from time to time by the Board, but in any case, shall not exceed 10% of the Common Shares issued and outstanding from time to time, subject to adjustments as provided in the RSU Plan.

#### **External Management Companies**

Other than as disclosed herein, management functions of the Company are substantially performed by directors or senior officers (or private companies controlled by them, either directly or indirectly) of the Company and not, to any substantial degree, by any other person with whom the Company has contracted.

#### **Employment, Consulting and Management Agreements**

Except as otherwise disclosed in this Form, the Company does not have any employment, consulting or management agreements or arrangements with any of the Company’s current NEOs or directors.

#### **Oversight and Description of Director and Named Executive Officer Compensation**

##### *Compensation, Philosophy and Objectives*

The Board meets to discuss and determine management compensation, without reference to formal objectives, criteria or analysis. The general objectives of the Company’s compensation strategy are to (a) compensate management in a manner that encourages and rewards a high level of performance and outstanding results with a view to increasing long-term shareholder value; (b) align management’s interests with the long-term interests of shareholders; and (c) ensure that the total compensation package is designed in a manner that takes into account the constraints that the Company is under by virtue of the fact that it is an investment company without a history of earnings.

The Board, as a whole, ensures that total compensation paid to all NEOs is fair and reasonable. The Board as a whole recommends levels of executive compensation that are competitive, motivating and commensurate with the time spent by executive officers in meeting their obligations. While the Board does not have direct experience related to executive compensation, the Board relies on their experience as officers and directors with other public companies in assessing compensation levels.

##### *Analysis of Elements*

Base salary is used to provide the Named Executive Officers a set amount of money during the year with the expectation that each Named Executive Officer will perform his responsibilities to the best of his ability and in the best interests of the Company.

The Company considers the granting of RSUs and Options to be a significant component of executive compensation as it allows the Company to reward each NEO’s efforts to increase value for shareholders without requiring the Company to use cash from its treasury. RSUs and Options can be awarded to executive officers at the commencement of employment and periodically thereafter. The terms and conditions of the Company’s RSU and Option grants, including vesting provisions and exercise prices, are governed by the terms of the Company’s RSU Plan and Option Plan. Descriptions of the significant terms of the RSU Plan and Option Plan are found under the heading “***Stock Option Plans and Other Incentive Plans***”.

The Company does not determine executive compensation based on the share price performance. Overall the salaries or consulting fees payable to the NEOs, in particular to the Company's CEO, have been determined in order to provide competitive levels of compensation necessary to attract and maintain executive talent.

The Board has considered the implications of the risks associated with the Company's compensation practices. Salary compensation to the Named Executive Officers is provided for under verbal understandings or written consulting agreements with the Named Executive Officers or management companies under their control.

#### *Risks Associated with the Company's Compensation Practices*

The Board has assessed the Company's compensation plans and programs for its executive officers to ensure alignment with the Company's business plan and to evaluate the potential risks associated with those plans and programs. The Board has concluded that the compensation policies and practices do not create any risks that are reasonably likely to have a material adverse effect on the Company. The Board considers the risks associated with executive compensation and corporate incentive plans when designing and reviewing such plans and programs.

The Company has not adopted a policy restricting its executive officers or directors from purchasing financial instruments that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by its executive officers or directors. To the knowledge of the Company, none of the executive officers or directors have purchased such financial instruments.

#### *Base Salary or Consulting Fees*

The Company commenced operations in a new industry in 2014 and, at this time, given the Company's current status, has established low base level compensation. There are no agreements in place at this time. The Company has determined to review compensation arrangements over the coming year.

#### Financial Years ended November 30, 2021 and November 30, 2020

- (i) During financial years ended November 30, 2021 and November 30, 2020, the following compensation amounts were incurred with key management personnel for management and/or consulting fees:

Mark Aneed	\$158,586	(2020 \$N/A)
Nick DeMare	\$30,000	(2020: \$30,000)
Mark Coles	\$196,032	(2020: \$N/A)
Nick Grafton	\$71,000	(2020: \$Nil)
Daniel Brody	\$50,162	(2020: \$Nil)
Desmond Balakrishnan	\$Nil	(2020: \$N/A)
Matthew Fish	\$Nil	(2020: \$N/A)
Dave Doherty	\$61,874	(2020: \$56,289)
Marc Cernovitch	\$Nil	(2020: \$Nil)
Daniel Sorger	\$Nil	(2020: \$29,490)

- (ii) As at November 30, 2021, the Company incurred a total of \$73,800 (2020: \$39,050) by Chase Management Ltd. ("Chase"), a private corporation owned by Mr. DeMare, for accounting and administration services provided by Chase personnel, excluding Mr. DeMare. As at November 30, 2021, \$20,000 (2020: \$6,500) remained unpaid and has been included in accounts payable and accrued liabilities.

#### *Benefits and Perquisites*

The Company does not, as of the date of this Form, offer any benefits or perquisites to its NEOs other than potential grants of RSUs and incentive stock options as otherwise disclosed and discussed herein.

#### *Hedging by Named Executive Officers or Directors*

The Company has not, to date, adopted a policy restricting its executive officers and directors from purchasing financial instruments, including, for greater certainty, prepaid variable forward contracts, equity swaps, collars, or units of exchange funds, which are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by executive officers or directors. As of the date of this Form, entitlement to grants of RSUs and



Options are the only equity security elements awarded by the Company to its executive officers and directors as detailed under heading “*Stock Option Plans and Other Incentive Plans*” above.

**Termination and Change of Control Benefits**

The Company does not have in place any compensatory plan, severance pay provisions or other arrangement with any NEO as of the financial year ended November 30, 2020 that would be triggered by the resignation, retirement or other termination of employment of such officer, resulting from a change of control of the Company or change in the executive’s responsibilities following any such change in control.

**Pension Plan Benefits**

The Company does not have any form of pension plan that provides for payments or benefits to the NEOs at, following, or in connection with retirement. The Company does not have any form of deferred compensation plan.