
**NOTICE OF MEETING**

**and**

**MANAGEMENT INFORMATION CIRCULAR**

**for the**

**ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS**

**TO BE HELD ON FRIDAY, JULY 5, 2019**

**YOUR VOTE IS IMPORTANT**

# DUNDEE SUSTAINABLE TECHNOLOGIES INC.

# NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS

# TO BE HELD ON FRIDAY, JULY 5, 2019

**TAKE NOTICE** that an Annual and Special Meeting of the Shareholders (the "**Meeting**") of **DUNDEE SUSTAINABLE TECHNOLOGIES INC**. (the "**Corporation**") will be held at 11 a.m. (Eastern Time) at the offices of the Corporation, 1002 Sherbrooke Street West, Suite 2060, Montréal, Québec on Friday, July 5, 2019 for the following purposes:

1. To receive the audited consolidated financial statements of the Corporation for the fiscal year ended December 31, 2018 and the auditors' report thereon;

2. To elect six directors;

3. To appoint PricewaterhouseCoopers, LLP, as auditors of the Corporation for the ensuing year and to authorize the directors to fix their remuneration;

4. To consider and, if deemed advisable, to adopt a resolution approving the Stock Option Plan of the Corporation;

5. To consider and, if deemed advisable, to adopt a special resolution authorizing the amendment of the Articles of the Corporation to change the corporate name of the Corporation;

6. To consider and, if deemed advisable, to adopt a special resolution authorizing the amendment of the Articles of the Corporation to effect a consolidation of all of the issued and outstanding Subordinate Voting Shares and Multi-Voting Shares of the Corporation; and

7. To transact such other business as may properly be brought before the Meeting.

**The details of the matters proposed to be put before the Meeting are set forth in the Management Information Circular accompanying this Notice and which is supplemental to and expressly made part of this Notice.**

A Proxy Form is enclosed herewith. Registered Shareholders who are unable to attend the Meeting in person are requested to complete, date, sign, and return the enclosed Proxy Form to Computershare Investor Services Inc., Attention Proxy Department by mail or personal delivery to 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1 or by fax to 1-866-249-7775, in either case, prior to 5:00 p.m. (Toronto time) on July 3, 2019 or, if the Meeting is adjourned or postponed, not less than 48 hours (excluding Saturdays, Sundays and holidays) prior to such adjourned or postponed meeting. Non-Registered Shareholders receiving these materials through their broker or other intermediary should complete and return the voting instruction form provided to them by their broker or other intermediary in accordance with the instructions provided therein.

DATED at Montreal, Quebec, this 5th day of June 2019.

**BY ORDER OF THE BOARD OF DIRECTORS**

(s) *Luce L. Saint-Pierre*

Luce L. Saint-Pierre, Corporate Secretary

**DUNDEE SUSTAINABLE TECHNOLOGIES INC.**
**(the "Corporation")**

**MANAGEMENT INFORMATION CIRCULAR**

The information contained in this Management Information Circular, unless otherwise indicated, is as of May 31, 2019 (the "**Information Circular**").

This Information Circular is being mailed by the management of the Corporation to everyone who was a shareholder of record of the Corporation on May 31, 2019 (the "**Record Date**"), which is the date that has been fixed by the Board of directors of the Corporation (the "**Board**") as the date to determine the shareholders who are entitled to receive notice of the Meeting.

This Information Circular is furnished in connection with the solicitation of proxies by and on behalf of management for use at the 2019 annual and special meeting of the shareholders of the Corporation (the "**Meeting**") to be held on Friday, July 5, 2019 at 11:00 a.m. (Montréal time) at the offices of the Corporation, 1002 Sherbrooke West, Suite 2060, Montréal, Québec. The solicitation of proxies will be primarily by mail. Certain employees or directors of the Corporation may also solicit proxies by telephone or in person. The cost of solicitation will be minimal and will be borne by the Corporation.

Pursuant to National Instrument 54-101 - Communication with Beneficial Owners of Securities of a Reporting Issuer ("**NI 54-101**"), arrangements have been made with clearing agencies, brokerage houses and other financial intermediaries to deliver proxy solicitation materials to the beneficial owners of the Shares of the Corporation. The Corporation may pay the reasonable costs incurred by such persons in connection with such delivery.

Under the Corporation's Articles, two or more persons who are, or who represent by proxy, shareholders who, in the aggregate, hold at least 5% of the issued shares of the Corporation entitled to vote at the Meeting, must be present in person at the Meeting before any action may validly be taken at the Meeting. If such a quorum is not present in person or by proxy, the Corporation will reschedule the Meeting.

## PART 1 – VOTING

### HOW A VOTE IS PASSED

Voting at the Meeting will be by a show of hands, each shareholder having one vote, unless a poll is requested or otherwise required, in which case each shareholder is entitled to one vote for each subordinate voting share held and ten (10) votes for each multi-voting share held. 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 66 2/3% of the votes cast will be required (a "**special resolution**").

### WHO CAN VOTE?

A registered shareholder as at May 31, 2019, will appear on a list of shareholders prepared by the transfer agent for purposes of the Meeting and be entitled to attend and vote at the Meeting. If your shares are held in the name of an intermediary, please refer to the section entitled "Non-Registered Shareholders" set out below.

### VOTING METHODS

*Voting in Person at the Meeting*

To vote in person at the Meeting, registered shareholders will be required to register at the Meeting by identifying themselves as such to the scrutineer. If the shares are registered in the name of a corporation, a duly authorized officer of the corporation may attend on its behalf but documentation indicating such officer's authority should be presented at the Meeting.

It is important that your shares be represented at the Meeting regardless of the number of shares you hold. If you will not be attending the Meeting in person, the Corporation invites you to complete, date, sign and return your form of proxy (the "**Proxy**") as soon as possible so that your shares will be represented. See "V*oting by Proxy at the Meeting*".

*Voting by Proxy at the Meeting*

Registered shareholders who do not wish to or cannot attend the Meeting in person may appoint someone else to attend the Meeting and act as their proxyholder to vote in accordance with their instructions. To do so, the registered shareholder should sign, date and deliver the accompanying Proxy, together with the power of attorney or other authority if any, under which it was signed or a notarized certified copy, to Computershare Investor Services Inc., 9th Floor, 100 University Avenue, Toronto, Ontario M5J 2Y1 so that it is received at least 48 hours (excluding Saturdays, Sundays and statutory holidays) prior to the time set for the Meeting or any adjournment thereof. In the case of a corporation, the Proxy must be executed under its corporate seal or signed by a duly authorized officer or attorney for the corporation.

Non-registered shareholders who receive the Proxy through an intermediary must deliver the Proxy in accordance with the instructions given by such intermediary. See "Non-Registered Shareholders" below.

The persons named in the accompanying Proxy are directors or officers of the Corporation. **A SHAREHOLDER HAS THE RIGHT TO APPOINT A PERSON (WHO NEED NOT BE A SHAREHOLDER) TO ATTEND AND ACT ON HIS/HER BEHALF AT THE MEETING OTHER THAN THE PERSONS NAMED IN THE PROXY AS PROXYHOLDERS. TO EXERCISE THIS RIGHT, THE SHAREHOLDER MUST STRIKE OUT THE NAMES OF THE PERSONS NAMED IN THE PROXY AS PROXYHOLDERS AND INSERT THE NAME OF HIS/HER NOMINEE IN THE SPACE PROVIDED OR COMPLETE ANOTHER PROXY.** A shareholder giving a proxy has the right to attend the Meeting, or appoint someone else to attend in his or her proxy at the Meeting and the Proxy submitted earlier may be revoked in the manner described above under the heading "Revocation of Proxies" below.

**The persons named in the accompanying Proxy will vote or withhold from voting the Shares in respect of which they are appointed by Proxy on any ballot that may be called for in accordance with the instructions thereon, and if the shareholder specifies a choice with respect to any matter to be acted upon, the Shares will be voted accordingly. In the absence of such specifications, such Shares will be voted in favour of each of the matters referred to herein. Each such matter is described in greater detail elsewhere in this Information Circular.**

The accompanying Proxy, when properly completed and delivered and not revoked, confers discretionary authority upon the person appointed proxy thereunder to vote with respect to amendments or variations of matters identified in the notice of the Meeting and other matters which may properly come before the Meeting. **It is the intention of the persons named in the accompanying Proxy to vote in accordance with their best judgement on such matters or business.** At the time of printing of this Information Circular, the management of the Corporation is not aware that any such amendments, variations or other matters are to be presented for action at the Meeting.

## REVOCATION OF PROXIES

**A shareholder who or an intermediary acting on behalf of a shareholder which has given a Proxy has the power to revoke it**. Revocation can be effected by an instrument in writing signed by the intermediary or shareholder or his attorney authorized in writing, and, in the case of a corporation, executed under its corporate seal or signed by a duly authorized officer or attorney for the corporation and either delivered to the Corporation's head office at 1002 Sherbrooke West, Suite 2060, Montréal, Québec H3A 3L6 at any time up to 5:00 p.m. (Montréal time) on the last business day preceding the day of the Meeting, or any adjournment thereof, or deposited with the Chairman of the Meeting on the day of the Meeting, prior to the hour of commencement.

## NON-OBJECTING BENEFICIAL OWNERS

The Meeting Materials (as defined below) are being sent to both registered and non-registered holders of the shares. If you are a non-registered shareholder, and the Corporation or its agent has sent these materials directly to you, your name and address and information about your holdings of shares have been obtained in accordance with applicable securities laws from the Intermediary (as defined below) holding the shares on your behalf. By choosing to send these materials to you directly, the Corporation (and not the Intermediary holding on your behalf) has assumed responsibility for: (i) delivering these materials to you; and (ii) executing proper voting instructions. Please return your voting instructions as specified in the request for voting instructions or form of proxy delivered to you.

## NON-REGISTERED SHAREHOLDERS

Only registered shareholders or the persons they appoint as their proxies are permitted to vote at the Meeting. Most shareholders are "non-registered shareholders" ("**Non-Registered Holders**") because the shares they own are not registered in their names but are instead registered in the name of the brokerage firm, bank or trust company through which they purchased the shares. Shares beneficially owned by a Non-Registered Holder are registered either: (i) in the name of an intermediary (an "**Intermediary**") that the Non-Registered Holder deals with in respect of the shares (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSP's, RRIFs, RESPs and similar plans); or (ii) in the name of a clearing agency (such as The Canadian Depository for Securities Limited ("**CDS**")) of which the Intermediary is a participant. In accordance with the requirements of NI 54-101, the Corporation has distributed copies of the notice of the Meeting, this Information Circular and the Proxy (collectively, the "**Meeting Materials**") to the clearing agencies and Intermediaries for onward distribution to Non-Registered Holders.

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

(a) be given a form of proxy **which has already been signed by the Intermediary** (typically by a facsimile, stamped signature), which is restricted as to the number of shares beneficially owned by the Non-Registered Holder but which is otherwise not completed. Because the Intermediary has already signed the form of proxy, this form of proxy is not required to be signed by the Non-Registered Holder when submitting the proxy. In this case, the Non-Registered Holder who wishes to submit a proxy should otherwise properly complete the form of proxy and deliver it to **Computershare Investor Services Inc**. as provided above; or

(b) more typically, be given a voting instruction form **which is not signed by the Intermediary**, and which, when properly completed and signed by the Non-Registered Holder and **returned to the Intermediary or its service corporation**, will constitute voting instructions (often called a "**voting instruction form**") which the Intermediary must follow. Typically, the voting instruction form will consist of a one page pre- printed form. The Non-Registered Holder must properly complete and sign the form of proxy and submit it to the Intermediary or its service corporation in accordance with the instructions of the Intermediary or its service corporation.

In either case, the purpose of these procedures is to permit Non-Registered Holders to direct the voting of the shares they beneficially own. Should a Non-Registered Holder who receives one of the above forms wish to vote at the Meeting in person (or have another person attend and vote on behalf of the Non-Registered Holder), the Non- Registered Holder should strike out the persons named in the form of proxy and insert the name of such Non-Registered Holder or such other person's name in the blank space provided. **In either case, Non-Registered Holders should carefully follow the instructions of their Intermediary, including those regarding when and where the proxy or voting instruction form is to be delivered.**

A Non-Registered Holder may revoke a voting instruction form or a waiver of the right to receive the Meeting Materials and to vote which has been given to an Intermediary at any time by written notice to the Intermediary provided that an Intermediary is not required to act on a revocation of a voting instruction form or a waiver of the right to receive Meeting Materials and to vote which is not received by the Intermediary at least seven (7) days prior to the Meeting.

## PART 2 - VOTING SHARES AND PRINCIPAL HOLDERS THEREOF

The Corporation has two classes of shares, both without par value entitled to be voted at the Meeting. As of the Record Date, there were 314,942,521 subordinate voting shares ("**Subordinate Voting Shares**") and 50,000,000 multiple voting shares ("**Multi-Voting Shares**" together with the Subordinate Voting Shares are hereinafter described as the "**Shares**") issued and outstanding.

Each Subordinate Voting Share has the right to one vote and each Multi-Voting Share has the right to 10 votes on each matter to be voted on at the Meeting.

At the Meeting, the holders of Subordinate Voting Shares and Multi-Voting Shares (collectively "**Shareholders**") will also be voting, together as a group, on the election of directors, the appointment of the Corporation's auditor, the approval of the Corporation's stock option plan, the approval of the change of the corporate name and the approval of the Share consolidation. See "*Election of Directors", "Appointment of Auditor*", "*Approval of the Corporation's Stock Option Plan*", "*Change of Corporate Name*", and "*Share Consolidation*" respectively, for further information.

The Subordinate Voting Shares represent an aggregate of 21.85% of the outstanding votes and the Multi-Voting Shares represent an aggregate of 61.35% of the outstanding votes, in each case as it relates to the total votes of the Subordinate Voting Shares and Multi-Voting Shares taken together.

On April 1, 2014, upon closing of a three-cornered amalgamation (the "Amalgamation") involving a subsidiary of the Corporation, the Corporation, Creso Exploration Inc, and Computershare Trust Company of Canada (the "Trustee"), as trustee for the benefit of holders of Subordinate Voting Shares, and Dundee Corporation ("Dundee"), the holder of the Multi-Voting Shares, entered into a coattail agreement (the "**Coattail Agreemen**t").

The Coattail Agreement contains the following provisions having the effect of preventing transactions that otherwise would deprive the holders of Subordinate Voting Shares of rights under applicable provincial take-over bid legislation to which they would have been entitled if the Multi-Voting Shares had been Subordinate Voting Shares.

**Restriction on Sale** - Dundee shall not transfer, directly or indirectly, any Multi-Voting Shares pursuant to a take-over bid (as defined in applicable securities legislation) under circumstances in which securities legislation would have required the same offer to be made to holders of Subordinate Voting Shares if the sale by Dundee had been a sale of Subordinate Voting Shares rather than Multi-Voting Shares (but otherwise on the same terms). It shall be assumed that the offer that would have resulted in the sale of Subordinate Voting Shares by Dundee would have constituted a take-over bid under applicable securities legislation, regardless of whether this actually would have been the case, and the varying of any material term of an offer shall be deemed to constitute the making of a new offer. For the avoidance of doubt, the determination of whether an offer constitutes a take-over bid (as defined in applicable securities legislation) shall not be made by reference solely to the number of issued and outstanding Subordinate Voting Shares.

**Permitted Sale** - The provisions of the Coattail Agreement do not have the effect of preventing a sale by any holder of Multi-Voting Shares if concurrently an offer is made to purchase Subordinate Voting Shares that:

(a) offers a price per Subordinate Voting Share at least as high as the highest price per share paid pursuant to the take-over bid for the Multi-Voting Shares;

(b) provides that the percentage of outstanding Subordinate Voting Shares to be taken up (exclusive of shares owned immediately prior to the offer by the offeror or persons acting jointly or in concert with the offeror) is at least as high as the percentage of Multi-Voting Shares to be sold (exclusive of Multi-Voting Shares owned immediately prior to the offer by the offeror and persons acting jointly or in concert with the offeror);

(c) has no condition attached other than the right not to take up and pay for Subordinate Voting Shares tendered if no shares are purchased pursuant to the offer for Multi-Voting Shares; and

(d) is in all other material respects identical to the offer for Multi-Voting Shares.

**Improper Sale** - If any person or company, other than Dundee, carries out a sale (including an indirect sale) of Multi-Voting Shares that Dundee is restricted from carrying out pursuant to the provisions of the Coattail Agreement, Dundee shall not at or after the time such sale becomes effective do any of the following with respect to any of the Multi-Voting Shares so sold:

(a) dispose of them without the prior written consent of the Trustee;

(b) convert them into Subordinate Voting Shares without the prior written consent of the Trustee; or

(c) exercise any voting rights attaching to them except in accordance with the written instructions of the Trustee, with which Dundee shall comply.

The Trustee shall exercise the above rights in a manner that the Trustee upon seeking advice from counsel considers to be: (i) in the best interests of the holders of Subordinate Voting Shares, other than Dundee, and holders of Subordinate

Voting Shares who, in the opinion of the Trustee, participated directly or indirectly in the transaction that triggered the operation described above under Improper Sale; and (ii) consistent with the intentions of Dundee and the Corporation in entering into the Coattail Agreement.

**Assumptions -** Any sale that would result in a direct or indirect acquisition of Multi-Voting Shares or Subordinate Voting Shares, or in the direct or indirect acquisition of control or direction over those shares, shall be construed to be a sale of those Multi-Voting Shares or Subordinate Voting Shares, as the case may be; and if there is an offer to acquire that would have been a take-over bid for the purposes of applicable securities legislation if not for the provisions of the Articles of the Corporation that cause the Multi-Voting Shares to automatically convert into Subordinate Voting Shares in certain circumstances, that offer to acquire shall nonetheless be construed to be a take-over bid for the purposes of the Coattail Agreement.

**Prevention of Improper Sales** – Dundee shall use its best efforts to prevent any person or company from carrying out a sale (including an indirect sale) in respect of any Multi-Voting Shares that the Shareholder would be restricted from carrying out pursuant to the provisions of the Coattail Agreement, regardless of whether that person or company is a party to the Coattail Agreement.

**Supplemental Agreements** - Dundee shall not dispose of any Multi-Voting Shares unless the disposition is conditional upon the person or company acquiring those shares entering into an agreement substantially in the form of the Coattail Agreement and under which that person or company has the same rights and obligations as Dundee have under the Coattail Agreement.

**Principal Shareholders** - As of May 31, 2019, to the knowledge of the directors and executive officers of the Corporation, there is no person or company beneficially owning or exercising control or direction, directly or indirectly, over shares carrying more than 10% of the voting rights attached to any class of shares of the Corporation entitled to vote at the Meeting except as follows:

| **Shareholder** | **Number and class of shares held directly and indirectly** | **% the outstanding voting rights** |
|---|---|---|
| Dundee Corporation | 178,068,497 Subordinate Voting Shares and | 56.54 |
| | 50,000,000 Multi-Voting Shares | 100.00 |
| | Total voting rights | 83.20 |

## PART 3 - THE BUSINESS OF THE MEETING

### FINANCIAL STATEMENTS

The audited financial statements of the Corporation for the year ended December 31, 2018 ("Financial Statements") will be placed before you at the Meeting. A copy of these financial statements, together with the auditors' report thereon, and management's discussion and analysis ("MD&A"), were mailed to those shareholders who had requested them. The Financial Statements and the MD&A are also available for review on SEDAR. See Part 7 "OTHER INFORMATION – Additional Information" below.

### ELECTION OF DIRECTORS

***Nominees for Election***

Directors of the Corporation are elected for a term of one year. Management proposes to nominate the six persons named below for election as directors of the Corporation. All of the nominees have previously been elected directors of the Corporation at a shareholders' meeting for which a proxy circular was issued. Each director elected will hold office until the next annual meeting or until his successor is duly elected or appointed, or he resigns, or his office becomes vacant

by death or other cause or is replaced in accordance with the by-laws of the Corporation. The Board of Directors (the "Board") has fixed the number of directors at six.

The following table sets out, for each of the nominees, the person's name, province or state, and country of residence, position(s) with the Corporation, principal occupation for the past five years, ownership of the Subordinated Voting Shares and the date of initial appointment as a director of the Corporation.

| **Name and Municipality of Residence [(1)]** | **Position[(1)]** | **Director since** | **Principal Occupation for Past Five Years [(1)]** | **Number of Subordinate Voting Shares held**<br>**Directly or Indirectly (1)(2)** |
|---|---|---|---|---|
| BRAHM GELFAND [(3)(4)]<br>Montreal, Canada | Director | May 15, 2006 | Counsel at Lapointe Rosenstein, Marchand Melancon, L.L.P. | 144,000 (0.00017%) |
| BRIAN HOWLETT<br>Mississauga, Canada | CEO and Director | October 13, 2015 | President and CEO of the Corporation since August 2016<br>President and CEO of CR Capital Corp. 2014 to August 2016)<br>President and CFO of Superior Copper Corporation (2012-2014) | 124,000 (0.00015%) |
| MARIO JACOB [(3)]<br>Québec, Canada | Director | July 19, 2016 | NCP Investment Management, Managing Director and Chief Operating Officer since 2012<br>Maximus Capital,<br>Founder, President and Chief Executive Officer (2004-2012) | Nil |
| JOHN LINDSAY<br>Milton, Canada | Director | April 26, 2018 | Senior Vice President of Dundee Precious Metals Inc. since 2014<br>Vice President, Capital Projects Execution at Barrick Gold Corporation (2010-2014) | Nil |
| HUBERT MARLEAU [(3) (4)]<br>Cornwall, Canada | Director | June 7, 2011 | Corporate director | Nil |
| L. GEOFFREY MORPHY[(4)]<br>Toronto, Canada | Chairman and Director | February 3, 2017 | Vice President Corporate Development of Dundee Corporation since April 2016. Managing Director and Vice President of Farber Financial Group (2008-2016) | Nil |
| | | | | |

**Notes:**

(1) The information as to country of residence, principal occupation and number of Subordinate Voting Shares beneficially owned by the nominees (directly or indirectly or over which control or direction is exercised) was provided by the respective nominees.

(2) Percentages represent the percentage of vote attached to total number of Subordinate Voting Shares.

(3) Member of the Audit Committee

(4) Member of the Compensation, Nominating and Governance Committee

**Unless instructions are given to abstain from voting with regard to the above nominees, it is the intention of the persons named in the accompanying Proxy to vote FOR the election of the above nominees, as directors of the Corporation.**

***Orders, Penalties and Bankruptcies***

Except as set out below, to the knowledge of the Corporation, none of the foregoing nominees for election as a director:

*(a)* is, as at the date of this Management Information Circular, or has been, within the last ten years, a director, chief executive officer or chief financial officer of any company that, while that person was acting in that capacity:

(i) was the subject of an order that was issued while the nominee 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 nominee ceased to be a director, chief executive officer or chief financial officer, and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer; or

*(b)* is, as at the date of this Management Information Circular or has been within the last ten 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; or

*(c)* has, within the last ten years, 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 his assets.

For the purposes of section (a) above, the term order means a cease trade order, an order similar to a cease trade order or an order that denied the relevant Corporation access to any exemption under securities legislation that was in effect for a period of more than 30 consecutive days.

Mr. Marleau was a director of Mitec Telecom Inc., ("Mitec") a reporting issuer, which announced on September 15, 2010 that it was not in a position to file its first quarter, fiscal 2011 interim consolidated financial statements for the period ending July 31, 2010. As a result, Mitec applied for an order from the relevant Canadian securities regulatory authorities for a management cease trade order ("MCTO") as provided for in National Policy 12-203 - Cease Trade Orders for Continuous Disclosure Defaults which prohibits trading in securities of the Corporation by certain insiders of the Corporation. On September 20, 2010, a temporary MCTO effective until October 1, 2010 was granted by the Autorité des marchés financiers, being the principal regulator, prohibiting certain directors and/or officers to trade in securities of Mitec, including Mr. Marleau.

In May 2013, Mr. Hubert Marleau was a director of GobiMin Inc. ("GobiMin") when the Alberta Securities Commission and the British Columbia Securities Commission (collectively the "Commissions"), in accordance with their guidelines, issued cease trade orders (collectively the "CTO") that prohibited all trading of the securities of GobiMin. The CTO was issued against GobiMin for failure to file its annual financial statements and associated management disclosure and analysis for the period ended December 31, 2012 together with the required CEO and CFO certificate (the "Outstanding Filings"). The Outstanding Filings were completed on May 16, 2013 and, as at July 19, 2013, the CTO issued by the Commissions had been revoked.

Except as set out below, to the knowledge of the Corporation, none of the foregoing nominees for election as director has been subject to:

(a) 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

(b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable security holder in deciding whether to vote for a proposed director.

On May 31, 2011, the AMF instituted proceedings before the Bureau de décision et de révision (the "BDRVM") wherein the AMF sought payment by Palos Management Inc. ("Palos"), a company for which Mr. Marleau was then acting as president and chairman, of a monetary penalty of $36,500 and an order requiring Palos to submit certain components of certain financial statements which the AMF alleged were not duly filed for the periods ending June 30, 2009, December 31, 2009 and June 30, 2010. The proceedings related to investment funds managed by Palos and offered under statutory

prospectus exemptions. In the interim, Mr. Marleau resigned as president and chairman of Palos. On November 23, 2011, Palos and the AMF entered into a joint submission and acknowledgement of facts in which Palos acknowledged the facts alleged by the AMF and agreed to pay an administrative penalty of $26,500.

***Conflicts of Interest***

The directors of the Corporation are required by law to act honestly and in good faith with a view to the best interest of the Corporation and to disclose any interests which they may have in any project or opportunity of the Corporation. If a conflict of interest arises at a meeting of the Board, any director in a conflict will disclose his interest and abstain from voting on such matter. In determining whether or not the Corporation will participate in any project or opportunity, the directors will primarily consider the degree of risk to which the Corporation may be exposed and its financial position at that time.

To the best of the Corporation's knowledge, there are no known existing or potential conflicts of interest among the Corporation and its promoters, directors, officers or other members of management as a result of their outside business interests except that certain of the directors, officers, promoters and other members of management serve as directors, officers, promoters and members of management of public or private companies (including companies that are similarly engaged in the business of acquiring, exploring and developing mineral resource properties or metallurgical processing), and therefore it is possible that a conflict may arise between their duties as a director, officer, promoter or member of management of such other companies.

## APPOINTMENT OF AUDITORS

Management proposes the re-appointment of PricewaterhouseCoopers, LLP as auditors of the Corporation. Their mandate will continue until the close of the next annual meeting or until their successors are appointed. The directors will be authorized to fix the remuneration of the auditors.

**Unless instructions are given to abstain from voting with regard to the appointment of the Auditors, it is the intention of the persons named in the accompanying Proxy to vote FOR the appointment of PricewaterhouseCoopers, LLP as auditors of the Corporation until the close of the next annual meeting and the proposed resolution to authorize the Board to fix the remuneration to be paid to the auditors.**

## APPROVAL OF STOCK OPTION PLAN

Management proposes to re-approve the rolling stock option plan of the Corporation (the "Option Plan"), whereby a maximum of 10% of the issued Subordinate Voting Shares of the Corporation from time to time may be reserved for issuance pursuant to the exercise of Options.

The Option Plan was first approved at a shareholders' meeting on December 5, 2013. The exercise price of the Options is determined by the Board provided that such exercise price shall not be less than that from time to time permitted under the rules of any stock exchange or exchanges on which the Subordinate Voting Shares are then listed.
The number of Subordinate Voting Shares that may be acquired under an Option granted to any one person shall not exceed 5% (2% in the case of a consultant) of the total number of issued and outstanding Subordinate Voting Shares (calculated on a non-diluted basis) in any 12 month period.

No Option granted under the Plan shall be exercisable for a period exceeding five (5) years from the date that the Option is granted. The vesting conditions are determined by the Board.

Please refer to Schedule "A" for full disclosure of the Option Plan.

The resolution to approve the Stock Option Plan may be approved by a simple majority approval of the votes cast by the shareholders at the Meeting voting in person or by proxy. **Unless otherwise specifically directed, it is the intention of the persons named in the accompanying Proxy to vote FOR the approval of the Stock Option Plan.**

"**BE IT RESOLVED as an ordinary resolution** of the shareholders of the Corporation that:

1. the Stock Option Plan of the Corporation is hereby ratified and approved; and

2. any director or officer of the Corporation is hereby authorized to execute and deliver all such documents and to do all such other acts and things as such director or officer may determine to be necessary or advisable to give effect to this resolution."

**CHANGE OF CORPORATE NAME**

At the Meeting, shareholders will be asked to consider a special resolution authorizing the amendment of the Articles of the Corporation to change the corporate name of the Corporation to "DST SOLUTIONS INC." or any other name that the Board may select. Management of the Corporation and the Board believe that the corporate name change is in the best interests of the Corporation and, therefore, the Board recommends that shareholders vote **FOR** the approval of this special resolution. The resolution approving the name change permits the Board, without further approval by the shareholders of the Corporation, to choose not to proceed with the corporate name change or to select another name if, in the discretion of the Board, it is deemed desirable to do so.

Accordingly, the shareholders of the Corporation will be asked to consider and, if thought advisable, pass the following special resolution authorizing the change of the corporate name:

"**BE IT RESOLVED as a special resolution** of the shareholders of the Corporation that:

1. the Corporation be, and it hereby is, authorized and empowered to amend its Articles to change the name of the Corporation to DST SOLUTIONS INC., or such other name as may be acceptable to management of the Corporation and the Board;

2. the directors of the Corporation may, in their absolute discretion, abandon and not proceed with the Amendment and may revoke this special resolution before it is acted upon without further approval, ratification, or confirmation by the shareholders of the Corporation; and

3. any officer or director of the Corporation be and is hereby authorized, for and on behalf of the Corporation, to do all such things and execute all such documents and instruments as may be necessary or desirable to give effect to this resolution."

To be approved, the special resolution must be passed by at least two thirds (2/3) of the votes cast by shareholders present in person or represented by proxy at the Meeting. **Unless otherwise specifically directed, it is the intention of the persons named in the accompanying Proxy to vote FOR the resolution authorizing the change of the corporate name.**

**SHARE CONSOLIDATION**

At the Meeting, the shareholders will be asked to approve a special resolution (the "Share Consolidation Resolution") to consolidate all of the Corporation's issued and outstanding Shares (the "Consolidation") on the basis of a maximum ratio of 20:1 (the "Ratio"), i.e. not more than twenty (20) pre-consolidation Shares for one (1) post-consolidation Share, with the Consolidation to be implemented by the Board at any time prior to the date of the next annual meeting.

The Corporation believes that the number of the currently outstanding Shares may no longer reflect the value of the assets of the Corporation. The Corporation's future performance is largely tied to the Corporation's ability to raise equity financings. The proposed Consolidation will enable potential investors to better evaluate the Corporation in connection with future equity financings of the Corporation. The proposed Ratio will help Directors to mitigate potential dilution, depending on the circumstances under which the Consolidation is implemented. Accordingly, the Corporation is seeking approval by the shareholders of the Consolidation on the basis of the proposed Ratio.

If the Share Consolidation Resolution is approved, the Consolidation will be implemented only upon a determination by the Board that the Consolidation is in the best interests of the Corporation and its shareholders at that time. In connection with any determination to implement a proposed Consolidation, the Board will set the timing for such Consolidation. No further action on the part of the shareholders will be required in order for the Board to implement the Consolidation.

Under the Canada Business Corporations Act ("CBCA"), shareholders do not have dissent rights with respect to the proposed Consolidation.

The Share Consolidation Resolution will also authorize the Board to elect not to proceed with, and abandon, the Consolidation at any time if it determines, in its sole discretion, to do so. The Board would exercise this right if it determined that the Consolidation was no longer in the best interests of the Corporation and its shareholders. If the Board does not implement the Consolidation before the date of the next annual meeting, the authority granted by the Share Consolidation Resolution to implement the Consolidation on these terms will lapse and be of no further force or effect. No further action on the part of the shareholders will be required in order for the Board to abandon the Consolidation.

If the Share Consolidation Resolution is approved by the shareholders, and the Board decides to implement the Consolidation, following the obtaining of all necessary regulatory approvals, including the acceptance of the Canadian Securities Exchange, the Corporation will promptly file articles of amendment with the Director under the CBCA in the form prescribed by the CBCA to amend the Corporation's Articles. The Consolidation will become effective on the date shown in the certificate of amendment in connection therewith, or such other date as indicated in the articles of amendment.

If the Board decides to implement the Consolidation at the ratio of twenty (20) pre-consolidation Shares for one (1) post-consolidation Share, upon completion of the proposed Consolidation the number of Subordinate Voting Shares issued and outstanding will be reduced from 314,942,521 as of May 31, 2019 to 15,747,126 and the number of Multi-Voting Shares will be reduced from 50,000,000 as of May 31, 2019 to 2,500,000. No fractional shares will be issued in connection with the Consolidation and, in the event that a shareholder would otherwise be entitled to receive a fractional share upon the Consolidation, this shareholder shall have such fractional shares cancelled. Except for any variances attributable to fractional shares, the change in the number of issued and outstanding Shares that will result from the Consolidation will cause no change in the capital attributable to the Shares and will not materially affect any shareholders' percentage ownership in the Corporation, even though such ownership will be represented by a smaller number of shares.

The exercise or conversion price and/or the number of Subordinate Voting Shares issuable under any outstanding convertible securities, including under outstanding stock options, warrants, rights and any other similar securities will be adjusted on a pro rata basis upon the implementation of the Consolidation, in accordance with the terms of such securities, based on the Consolidation ratio.

If the proposed Consolidation is approved by the shareholders and all regulatory requirements are complied with, and implemented by the Board, following the announcement by the Corporation of the effective date of Consolidation, registered shareholders will be sent a transmittal letter by the Corporation's transfer agent, Computershare Investor Services Inc., containing instructions on how to exchange their share certificates representing pre-Consolidation Shares for new share certificates representing post-Consolidation Shares.

Accordingly, the shareholders of the Corporation will be asked to consider and, if thought advisable, pass the following special resolution authorizing the Consolidation:

**"BE IT RESOLVED, as a special resolution** of the shareholders of the Corporation, that:

1. the Articles of the Corporation be amended to consolidate the issued and outstanding Shares of the Corporation, on the basis of a consolidation ratio of not more than twenty (20) pre-consolidation Shares for one (1) post-consolidation Share (the "Consolidation");

2. subject to the maximum set out above, the determination of the basis for the consolidation shall be at the discretion of the directors of the Corporation;

3. no fractional Shares shall be issued in connection with the Consolidation and, in the event that shareholders would otherwise be entitled to receive a fractional share upon Consolidation, such shareholders shall have such fractional shares cancelled;

4. the effective date of such Consolidation shall be the date shown in the certificate of amendment issued by the Director appointed under the Canada Business Corporations Act or such other date indicated in the articles of amendment;

5. any officer or director of the Corporation be and is hereby authorized, for and on behalf of the Corporation, to do all such things and execute all such documents and instruments as may be necessary or desirable to give effect to this resolution, but in no case later than the date of the next annual meeting; and

6. notwithstanding the foregoing, the Board of Directors of the Corporation is hereby authorized to revoke this special resolution before it is acted on and to abandon the proposed amendment to the Articles of the Corporation with or without further approval of the shareholders of the Corporation. "

To be approved, the special resolution must be passed by at least two thirds (2/3) of the votes cast by shareholders present in person or represented by proxy at the Meeting. **Unless otherwise specifically directed, the persons named in the accompanying form of Proxy intend to vote in favour of the Share Consolidation.**

## PART 4 STATEMENT OF EXECUTIVE COMPENSATION

### Named Executive Officers

In accordance with the provisions of applicable securities legislation, the "Named Executive Officers" of the Corporation during the year ended December 31, 2018 were Brian M. Howlett President and Chief Executive Officer (CEO); Arved Marin, Chief Financial Officer (CFO) since June 21, 2017; and David Lemieux, Executive Vice President.

### Directors and Named Executives Officers' Compensation excluding Compensation Securities

The following table sets forth all compensation paid, payable, awarded, granted, given or otherwise provided, directly or indirectly, by the Corporation or any subsidiary thereof to each NEO and each director of the Corporation, in any capacity, including, for greater certainty, all plan and non-plan compensation, direct and indirect pay, remuneration, economic or financial award, reward, benefit, gift or perquisite paid, payable, awarded, granted, given or otherwise provided to the NEO or director for services provided and for services to be provided, directly or indirectly, to the Corporation or any subsidiary thereof.

| Name and principal position | Year | Salary, Consulting fee, Retainer or Commission ($) | Bonus ($) | Committee or Meeting Fees[1] | Value of all other Compensation ($) | Total Compensation ($) |
|---|---|---|---|---|---|---|
| Brian Howlett [2] | 2018 | 186,038 | - | - | - | 186,038 |
| President and CEO and Director | 2017 | 179,705 | - | - | - | 179,705 |
| Arved Marin [3] | 2018 | 125,000 | - | - | - | 125,000 |
| Chief Financial Officer | 2017 | 111,000 | 2,000 | - | - | 113,000 |
| David Lemieux | 2018 | 159,732 | 2,040 | - | - | 161,772 |
| Executive Vice President | 2017 | 151,750 | 5,000 | - | - | 156,750 |
| Brahm Gelfand [4] | 2018 | - | - | 10,000 | - | 10,000 |
| Director | 2017 | - | - | 12,000 | - | 12,000 |
| Mario Jacob | 2018 | - | - | 9,000 | - | 9,000 |
| Director | 2017 | - | - | 11,000 | - | 11,000 |
| Hubert Marleau[5] | 2018 | - | - | 10,000 | - | 10,000 |
| Director | 2017 | - | - | 11,000 | - | 11,000 |
| John Lindsay | 2018 | - | - | 2,000 | - | 2,000 |
| Director | 2017 | - | - | - | - | - |

1. Committee and Meeting Fees are paid to the non-executive and independent directors only.
2. Mr. Howlett compensation is paid to Brian Michael Howlett & Associates. Mr. Howlett's compensation includes accommodation of $27,600 for 2018 and $27,600 for 2017.
3. Mr. Marin became Chief Financial Officer of the Corporation on June 21, 2017. Before that date, he was Controller of the Corporation.
4. During the year 2017, Mr. Gelfand was the Chair of the Compensation, Nominating and Governance Committee and member of the Audit Committee.
5. Mr. Marleau was appointed Chair of the Audit Committee on August 11, 2016. He is also member of the Compensation, Nominating and Governance Committee.

**Stock Options and Other Compensation Securities**

The following table sets out all compensation securities granted or issued to each director and NEO by the Corporation or any subsidiary thereof in 2018 for services provided, or to be provided, directly or indirectly, to the Corporation or any subsidiary thereof:

| **Compensation Securities** | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Name and Position** | **Type of Compensation Security** | **Number of Compensation Securities, of Underlying Securities, and Percentage of Class[1] [2]** | **Date of Issue of Grant** | **Issue, Conversion or Exercise Price ($)[3]** | **Closing Price of Security or Underlying Security on Date of Grant ($)** | **Closing Price of Security or Underlying Security at Year End ($)** | **Expiry Date** |
| Brian M. Howlett, President and CEO and Director | Stock Options | 850,000 | 18-04-2018 | $0.10 | $0.095 | $0.03 | 18-04-2023 |
| Arved Marin CFO | Stock Options | 750,000 | 18-04-2018 | $0.10 | $0.095 | $0.03 | 18-04-2023 |
| David Lemieux Executive Vice President | Stock Options | 750,000 | 18-04-2018 | $0.10 | $0.095 | $0.03 | 18-04-2023 |
| Brahm Gelfand Director | Stock Options | 500,000 | 18-04-2018 | $0.10 | $0.095 | $0.03 | 18-04-2023 |
| Hubert Marleau Director | Stock Options | 500,000 | 18-04-2018 | $0.10 | $0.095 | $0.03 | 18-04-2023 |
| Mario Jacob Director | Stock Options | 500,000 | 18-04-2018 | $0.10 | $0.095 | $0.03 | 18-04-2023 |
| L. Geoffrey Morphy Director | Stock Options | 750,000 | 18-04-2018 | $0.10 | $0.095 | $0.03 | 18-04-2023 |
| John Lindsay Director | Stock Options | 500,000 | 26-04-2018 | $0.10 | $0.095 | $0.03 | 26-04-2023 |

Notes:

1. For each director, represents less than 1% of the issued and outstanding Subordinate Voting Shares.
2. In 2018, 3,700,000 stock options granted to directors and/or named executives expired. No stock option has been re-priced and/or replaced, or had its term extended, or otherwise been materially modified during the year 2018.
3. There are no vesting provisions or any restrictions or conditions for converting exercising or exchanging.

The following table sets forth particulars of all Stock Options outstanding for each director and NEO at December 31, 2018.

| Name | Compensation Options ($) | Exercise Price ($) | Expiry Date |
|---|---|---|---|
| Brian Howlett | 1,950,000<br>850,000 | 0.05<br>0.10 | 02-03-2022<br>18-04-2023 |
| Arved Marin | 115,000<br>500,000<br>750,000 | 0.20<br>0.05<br>0.10 | 02-10-2019<br>03-02-2022<br>18-04-2023 |
| David Lemieux | 1,500,000<br>150,000<br>750,000 | 0.05<br>0.20<br>0.10 | 03-02-2022<br>27-11-2022<br>18-04-2023 |
| Brahm Gelfand | 200,000<br>100,000<br>600,000<br>500,000 | 0.20<br>0.20<br>0.05<br>0.10 | 27-11-2022<br>02-10-2019<br>03-02-2022<br>18-04-2023 |
| Humbert Marleau | 150,000<br>600,000<br>500,000 | 0.20<br>0.05<br>0.10 | 27-11-2022<br>03-02-2022<br>18-04-2023 |
| Mario Jacob | 600,000<br>500,000 | 0.05<br>0.10 | 03-02-2022<br>18-04-2023 |
| L. Geoffrey Morphy | 600,000<br>750,000 | 0.05<br>0.10 | 03-02-2022<br>18-04-2023 |
| John Lindsay | 500,000 | 0.10 | 18-04-2023 |

*Exercise of Compensation Securities by Directors and NEOs*

None of directors or NEOs exercised any compensation securities during the year ended December 31, 2018.

**Stock Option Plan and Other Incentive Plans**

Refer to Business of the Meeting – Re-Approval of the Stock Option Plan and to Schedule "B" for the details of the Stock Option Plan of the Corporation, which is the only incentive plan of the Corporation.

| Plan category | Number of Subordinate Voting Shares to be issued upon exercise of outstanding options (a) | Weighted average exercise price of outstanding options (b) | Number of Subordinate Voting Shares remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c) |
|---|---|---|---|
| Equity compensation plans approved by security holders | 21,352,500 | $0.08 | 10,141,752 (1) |
| Equity compensation plans not approved by security holders | - | - | N/A |
| Total | 21,352,500 | $0.08 | 10,141,752 (1) |

(1) Based on 10% of the number of Subordinate Voting Shares issued and outstanding at December 31, 2018.

**Pension Plan Benefits**

The Corporation does not have any pension, retirement or deferred compensation plans, including defined contribution plans.

**Employment, Consulting and Management Agreements**

*NEO Contracts*

On February 19, 2017, the Corporation entered into an employment agreement with Mr. David Lemieux (the "Lemieux Agreement"). The term of the Lemieux Agreement is for three years ending February 19, 2020. Pursuant to the Lemieux Agreement, Mr. Lemieux is paid an annual salary of $156,000. The annual salary of Mr. Lemieux is to be reviewed by the Board annually and indexed to inflation, subject to a minimum annual increase of 2% for the term of the Agreement. The Corporation may terminate the Lemieux Agreement at any time without cause provided that the Corporation pays at the time of termination an amount equal to half of the then-current annual salary.

The Corporation entered into a consulting agreement with a company controlled by Mr. Brian Howlett (The "CEO Consulting Agreement"). The CEO is entitled to receive a fee of $15,833.33 per month plus applicable Goods and Services tax and Quebec Sales tax. The CEO Consulting Agreement is effective as of August 12, 2016, for an indefinite term. The Corporation may terminate the CEO Consulting Agreement, at its sole discretion (without cause) at any time by providing Consultant with one (1) month notice. In the event of termination of the CEO Consulting Agreement as consequence of a change of control of the Company, at a value of not less than $0.05 per share, the CEO will be entitled to six (6) months remuneration.

On June 21, 2017, the Corporation entered into an employment agreement with Mr. Arved Marin (the "Marin Agreement") as for an indeterminate term. Pursuant to the Marin Agreement, Mr. Marin is paid an annual salary of $125,000. The Corporation may terminate the Marin Agreement at any time without cause provided that the Corporation pays at the time of termination an amount equal three weeks per year of employment.

*Other Change of Control Commitments*

The following tables provide estimates of the incremental amounts that would have been payable to NEOs assuming termination and/or change of control events occurred on December 31, 2018.

Pursuant to the Stock Option Plan approved by the shareholders in December 2013, in the event of a sale by the Corporation of all or substantially all of its assets or in the event of a change of control of the Corporation, each participant shall be entitled to exercise, in whole or in part, the Options granted to such Participant under the Stock Option Plan, either during the term of the Option or within 120 days after the date of the sale or change of control, whichever first occurs.

*Estimated Incremental Payments as of December 31, 2018 - Termination without Cause*

| **Name** | **Salary** |
|---|---|
| David Lemieux | $78,030 |
| Arved Marin | $57,690 |

*Estimated Incremental Payments as of December 31, 2018 - Termination without Cause Following a Change of Control*

| **Name** | **Salary / Consulting Fee** |
|---|---|
| David Lemieux | $78,030 |
| Brian Howlett | $95,000 |
| Arved Marin | $57,690 |

**Oversight and description of director and named executive officer compensation**

The Compensation, Nominating and Governance Committee appointed by the Board on June 21, 2018, following the Annual General Meeting consists of Brahm Gelfand as Chair, Hubert Marleau and L. Geoffrey Morphy. All members, except L. Geoffrey Morphy are independent. The Board believes that the committee collectively has the knowledge, experience and background required to fulfill its mandate. The Compensation, Nominating and Governance Committee held one meeting in 2018.

Mr. Gelfand is counsel to law firm Lapointe Rosenstein Marchand Melançon LLP. He has many years of experience in the business sector which provide him with the skills and experience to contribute to the discussions and determinations of the Committee.

Mr. Hubert Marleau holds a Bachelor of Science in Economics. He is co-founder of Palos Management and has over 35 years of experience in the business and financial community. Mr. Marleau has worked at the senior executive level of several large investment banks. He is a board member of various publicly traded companies and a member of another compensation committee of a publicly traded company.

Mr. Morphy, is Vice President, Corporate Development of Dundee Corporation since April 2016. He is part of the senior management team at Dundee Corporation responsible for strategy, new investments and portfolio management. Mr. Morphy has more than 30 years in cross-border and international commercial and corporate structuring and finance experience. He holds a bachelor degree of Commerce from the Dalhousie University. He has occupied positions as Managing Director and Vice President of banks and financial institutions such as the Farber Financial Group between 2008 and 2016, ABN Amro Bank N.V. and LaSalle Bank between 2005 and 2008, as well as Comerica Bank, between 2000 and 2005.

The Compensation, Nominating and Governance Committee assists the Board in fulfilling its responsibility in terms of general compensation policies, and senior officers' and directors' compensation. The Corporation's compensation policy is designed to attract and retain the best personnel to allow the Corporation to achieve its goals and maintain its competitive posture. The Corporation seeks to foster an environment that rewards superior performance and aligns the interests of the Corporation's employees to the long-term interests of the Corporation through equity incentives.

**Compensation Discussion and Analysis**

*Compensation Objectives*
The objective of executive compensation is to retain, motivate and reward the executive officers for their performance and contribution to the Corporation's long-term success, and align their interests with those of the Shareholders.

*Elements of Compensation Program*
The following sections describe the different compensation components, which together define the executive compensation program.

The compensation consists primarily of three main elements: base salary or fee, bonuses and equity incentive plans to attract and retain key talent. The equity incentive plans are designed to align the interest of management with the interest of shareholders since increases in the price of the Corporation's share will benefit both the shareholders and the Named Executive Officers ("NEOs").

Base Salary/Fees
A primary element of the compensation program is base salary or fees which represent the minimum compensation for services rendered during the fiscal year and depend on the scope of the NEOs' experience, responsibilities, leadership skills, and performance.

Base salaries or fees are not generally reviewed annually but adjusted to reflect promotions or other changes in the scope or breadth of an executive's role or responsibilities, as well as for market competitiveness.

Bonuses
Short-term incentives, represented by cash bonus awards, are intended to motivate and reward NEOs for business achievements and for making decisions and taking actions consistent with the Corporation's long-term focus and are not intended to be the most significant component of their compensation.

*Equity Incentive*
Equity-based awards are a variable element of compensation that allows the Corporation to reward the executive officers for their sustained contributions. Equity awards reward performance and continued services by an executive officer. The Board believes that stock options (the "Option**s**") provide management with a strong link to long-term corporate performance and the creation of shareholder value.

The Options are granted in consideration of the level of responsibility of the executive, historic and recent performance as well as his or her impact and/or contribution to the longer-term operating performance of the Corporation. In determining the number of Options to be granted to the executive officers, consideration is given to the value of the Options, if any, previously granted to each executive officer and the exercise price of any outstanding the Options to ensure that such grants closely align the interests of the executive officers with the interests of the Shareholders.

## PART 5 INFORMATION ON THE AUDIT COMMITTEE

### Charter of the Audit Committee

The Charter of the Audit Committee is annexed to this circular as Schedule "B".

### Composition of the Audit Committee

The current Audit Committee is composed of Hubert Marleau, Chair, Brahm Gelfand and Mario Jacob. Under Multilateral Instrument 52-110 Audit Committees, a director of an Audit Committee is "independent" if he or she has no direct or indirect material relationship with the issuer, that is, a relationship which could, in the view of the Board, reasonably be expected to interfere with the exercise of the member's independent judgment. All members of the Audit Committee are independent.

The Board has determined that each of the three members of the Audit Committee is "financially literate" within the meaning of section 1.6 of Multilateral Instrument 52-110 *Audit Committees,* that is, each member has the ability to read and understand a set of financial statements that present 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 Corporation's financial statements.

### Education and Relevant Experience

The education and related experience of each of the members of the Audit Committee that is relevant to the performance of his responsibilities as a member of the Audit Committee is set out below.

Mr. Hubert Marleau holds a Bachelor of Science in Economics. He is co-founder of Palos Management and has over 35 years of experience in the business and financial community. Mr. Marleau has raised funds privately and publicly for emerging and mature companies, structured mergers and acquisitions as well as designed and created numerous financial deals in Canada. Mr. Marleau has worked at the senior executive level of several large investment banks notably, Nesbitt Thomson Inc., Levesque Beaubien Inc. and Marleau, Lemire Inc. During his career, Mr. Marleau was a governor of the Toronto Stock Exchange, the Montreal Stock Exchange, and the Vancouver Stock Exchange, a director of the Investment Dealer Association of Canada and board member of publicly traded companies.

Mr. Brahm Gelfand is counsel to law firm Lapointe Rosenstein Marchand Melançon LLP. He has many years of experience in mergers and acquisitions, finance and securities. Mr. Gelfand has participated in other audit committees of public companies.

Mr. Mario Jacob is Managing Director and Chief Operating Officer of NCP Investment Management. He is a graduate from the Faculty of Law of Laval University and a member of the Quebec Bar since 1995. Mr. Jacob has more than twenty years of corporate finance, mergers and advisory experience and has been involved as lead advisor in numerous transactions including mergers and acquisition, going public transactions, financing and governance best practices implementation. Mr. Jacob has experience as board member of several public companies.

### Reliance on Exemption

The Corporation is a venture issuer and is relying on the exemption for venture issuers set out in section 6.1 of Multilateral Instrument 52-110 - *Audit Committees* with respect to certain reporting obligations.

### Pre-approval Policies and Procedures for Audit Services

Under its charter, the Audit Committee has the mandate to review and pre-approve management requests for any consulting engagement to be performed by the auditors of the Corporation that is beyond the scope of their audit services.

### External Auditor Fees

*(a) Audit Fees*

Audit fees amounted to $98,400for the fiscal year ended December 31, 2018 and $101,900 for the fiscal year ended December 31, 2017.

*(b) Audit-Related Fees*

Assurance and related fees related to the performance of the audit or review of financial statements not included in audit fees mentioned in paragraph (a) and paid during the fiscal year ended December 31, 2018 amounted to $1,740● and $26,868 , for the fiscal year ended December 31, 2017.

*(c) Tax Fees*

Tax fees amounted to $8,400 - for the fiscal year ended December 31, 2018 and $8,400 for the fiscal year ended December 31, 2017.

*(d) Other Fees*

No other fees were charged by the auditors for the fiscal years ended December 31, 2018 and December 31, 2017

## PART 6 CORPORATE GOVERNANCE PRACTICES

**Information on Corporate Governance**

The following information of the Corporation's Corporate Governance Policy is given in accordance with National Instrument 58-101 *"Disclosure of Corporate Governance Practices"*.

**Board of Directors**

Messrs. Brahm Gelfand, Hubert Marleau, Mario Jacob and John Lindsay are independent. Mr. Howlett, President and Chief Executive Officer of the Corporation is not independent. Mr. Morphy is not considered independent due to his relations with Dundee Corporation, the principal Shareholder of the Corporation.

**Directorships**

| Director | Issuer |
|---|---|
| Brian Howlett | CR Capital Corp.<br>Nighthawk Gold Corporation<br>Rapid Dose Therapeutics Corp. |
| Mario Jacob | Cartier Resources Inc.<br>CJL Capital Inc. |
| Hubert Marleau | GobiMin Inc.<br>Niocan Inc.<br>Delma Group Inc. |

**Orientation and Continuing Education**

New directors are provided with the Corporation's Corporate Governance Policies. Directors are encouraged to be a member of a professional director organization and/or have a subscription with an organization that provides educational materials on corporate governance and/or directors' responsibilities, current trends and other relevant director information.

**Ethical Business Conduct**

**Each director of the Corporation, in exercising his powers and discharging his duties, must act honestly and in good faith with a view to the best interests of the Corporation and further must act in accordance with the law and applicable regulations, policies and standards.**

In situation of conflict of interest, a director is required to disclose the nature and extent of any material interest he/she has in any material contract or proposed contract of the Corporation, as soon as the director becomes aware of the agreement or the intention of the Corporation to consider or enter into the proposed agreement and the director must refrain from voting.

**Nomination of Directors**

The Board selects nominees for election to the Board, after having considered the advice and input of the Compensation, Nominating and Corporate Governance Committee and having carefully reviewed and assessed the professional competencies and skills, personality and other qualities of each proposed candidate, including the time and energy that the candidate can devote to the task, and the contribution that the candidate can bring to the Board dynamic.

**Compensation Governance**

Board approves the compensation of the Chief Executive Officer and the directors. The Compensation, Nominating and Governance Committee assist the Board in fulfilling its responsibility in terms of general compensation policies, and officers' and directors' compensation. There is no specific procedure for the determination of the compensation.

## PART 7 OTHER INFORMATION

### INDEBTEDNESS OF DIRECTORS AND OFFICERS

No person who is, or who was within the 30 days prior to the date of this Management Information Circular, a director, executive officer, employee or any former director, executive officer or employee of the Corporation or a subsidiary thereof, and furthermore, no person who is a nominee for election as a director of the Corporation, and no associate of any such persons as of the date of this Management Information Circular indebted to the Corporation or a subsidiary of the Corporation or indebted to any other entity where such indebtedness is subject to a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Corporation or a subsidiary of the Corporation.

Since January 1, 2018, none of the directors or executive officers of the Corporation, proposed nominees for election as a director, or any associate of the foregoing is or has been indebted to the Corporation or any subsidiary of the Corporation or indebtedness is subject to a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Corporation or a subsidiary of the Corporation.

### INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as disclosed herein and in the audited financial statements of the Corporation for fiscal year ended December 31, 2018, which are accessible on SEDAR at www.sedar.com, the Corporation is not aware that any director, executive officer, any person or company who beneficially owns, directly or indirectly, or who exercises control or direction over (or a combination of both) more than 10% of the voting rights attached to all outstanding voting securities of the Corporation, or any person who is a nominee for election as a director of the Corporation, or any associate of such persons, has had a material interest in any transaction carried out since the commencement of the last financial year of the Corporation or in any proposed transaction, and which has materially affected, or would materially affect, the Corporation or any of its subsidiaries.

### MANAGEMENT CONTRACTS

During the most recently completed financial year, no management functions of the Corporation were to any degree performed by a person or company other than the directors or executive officers (or the companies controlled by them, either directly or indirectly) of the Corporation.

### OTHER MATERIAL FACTS

There are no other material facts other than as disclosed herein.

### SHAREHOLDER PROPOSALS FOR THE 2019 ANNUAL MEETING

The final date for submitting Shareholder proposals to the Corporation for the next Annual Meeting of the Shareholders is January 31, 2020.

## OTHER MATTERS

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.**

Copies of the Notice of Meeting and this Circular may be obtained without charge by contacting the Corporation as set forth below. Financial information relating to the Corporation is provided in the Corporation's audited consolidated financial statements for the years ended December 31, 2018 and 2017 and the related management's discussion and analysis (the "**MD&A**"). Shareholders who wish to obtain a copy of the financial statements and MD&A of the Corporation may contact the Corporation as follows:

By phone: 514-866-6001
By fax: 514-866-6193

By e-mail: info@dundeetechnologies.com

By mail: **DUNDEE SUSTAINABLE TECHNOLOGIES INC.**
1002 Sherbrooke West.
Suite 2060
Montréal, Québec H3A 3L6

## APPROVAL OF MANAGEMENT OF THE PROXY CIRCULAR

The contents and the sending of this Circular have been approved by the Board.
By Order of the Board of Directors

(s) *Luce L. Saint-Pierre*
Corporate Secretary

Montreal, Quebec, June 5, 2019

**SCHEDULE "A"**

**DUNDEE SUSTAINABLE TECHNOLOGIES INC.**
**STOCK OPTION PLAN**

## 1 THE PLAN

A stock option plan (the "Plan"), pursuant to which options to purchase common shares (or, if then existing, subordinated voting shares), or such other shares as may be substituted therefor ("Shares"), in the capital of Nichromet Extraction Inc. (the "Company") may be granted to the directors, officers and employees of the Company and to consultants retained by the Company, is hereby established on the terms and conditions set forth herein.

## 2 PURPOSE

The purpose of this Plan is to advance the interests of the Company by encouraging the directors, officers and employees of the Company and consultants retained by the Company to acquire Shares, thereby: (i) increasing the proprietary interests of such persons in the Company; (ii) aligning the interests of such persons with the interests of the Company's shareholders generally; (iii) encouraging such persons to remain associated with the Company and (iv) furnishing such persons with an additional incentive in their efforts on behalf of the Company.

## 3 ADMINISTRATION

(a) This Plan shall be administered by the board of directors of the Company (the "Board").

(b) Subject to the terms and conditions set forth herein, the Board is authorized to provide for the granting, exercise and method of exercise of Options (as defined in paragraph 3(d) below), all on such terms (which may vary between Options granted from time to time) as it shall determine. In addition, the Board shall have the authority to: (i) construe and interpret this Plan and all option agreements entered into hereunder; (ii) prescribe, amend and rescind rules and regulations relating to this Plan and (iii) make all other determinations necessary or advisable for the administration of this Plan. All determinations and interpretations made by the Board shall be binding on all Participants (as hereinafter defined) and on their legal, personal representatives and beneficiaries.

(c) Notwithstanding the foregoing or any other provision contained herein, the Board shall have the right to delegate the administration and operation of this Plan, in whole or in part, to a committee of the Board or to the President or any other officer of the Company. Whenever used herein, the term "Board" shall be deemed to include any committee or officer to which the Board has, fully or partially, delegated responsibility and/or authority relating to the Plan or the administration and operation of this Plan pursuant to this Section 3.

(d) Options to purchase the Shares granted hereunder ("Options") shall be evidenced by (i) an agreement, signed on behalf of the Company and by the person to whom an Option is granted, which agreement shall be in such form as the Board shall approve, or (ii) a written notice or other instrument, signed by the Company, setting forth the material attributes of the Options.

## 4 SHARES SUBJECT TO PLAN

(a) Subject to Section 15 below, the securities that may be acquired by Participants upon the exercise of Options shall be deemed to be fully authorized and issued Shares of the Company. Whenever used herein, the term "Shares" shall be deemed to include any other securities that may be acquired by a Participant upon the exercise of an Option the terms of which have been modified in accordance with Section 15 below.

(b) The aggregate number of Shares reserved for issuance under this Plan, or any other plan of the Company, shall not, at the time of the stock option grant, exceed ten percent (10%) of the total number of issued and outstanding Shares (calculated on a non-diluted basis) unless the Company receives the permission of the stock exchange or exchanges on which the Shares are then listed to exceed such threshold.

(c) If any Option granted under this Plan shall expire or terminate for any reason without having been exercised in full, any un-purchased Shares to which such Option relates shall be available for the purposes of the granting of Options under this Plan.

## 5 MAINTENANCE OF SUFFICIENT CAPITAL

The Company shall at all times during the term of this Plan ensure that the number of Shares it is authorized to issue shall be sufficient to satisfy the Company's obligations under all outstanding Options granted pursuant to this Plan.

## 6 ELIGIBILITY AND PARTICIPATION

(a) The Board may, in its discretion, select any of the following persons to participate in this Plan:

(i) directors of the Company;

(ii) officers of the Company;

(iii) employees of the Company; and

(iv) consultants retained by the Company, provided such consultants have performed and/or continue to perform services for the Company on an ongoing basis or are expected to provide a service of value to the Company;

(any such person having been selected for participation in this Plan by the Board is herein referred to as a "Participant").

(b) The Board may from time to time, in its discretion, grant an Option to any Participant, upon such terms, conditions and limitations as the Board may determine, including the terms, conditions and limitations set forth herein, provided that Options granted to any Participant shall be approved by the shareholders of the Company if the rules of any stock exchange on which the Shares are listed require such approval.

(c) The Company represents that, for any Options granted to an officer, employee or consultant of the Company, such Participant is a bona fide officer, employee or consultant of the Company.

## 7 EXERCISE PRICE

The Board shall, at the time an Option is granted under this Plan, fix the exercise price at which Shares may be acquired upon the exercise of such Option provided that such exercise price shall not be less than that from time to time permitted under the rules of any stock exchange or exchanges on which the Shares are then listed. In addition, the exercise price of an Option must be paid in cash. Disinterested shareholder approval shall be obtained by the Company prior to any reduction to the exercise price if the affected Participant is an insider (as defined in the *Securities Act* (Québec) of the Company at the time of the proposed amendment.

## 8 NUMBER OF OPTIONED SHARES

The number of Shares that may be acquired under an Option granted to a Participant shall be determined by the Board as at the time the Option is granted, provided that the aggregate number of Shares reserved for issuance to any one Participant under this Plan or any other plan of the Company, shall not exceed 5% percent of the total number of issued and outstanding Shares (calculated on a non-diluted basis) in any 12 month period unless the Company receives the permission of the stock exchange or exchanges on which the Shares are listed to exceed such threshold and provided further that the number of Options granted to any one consultant in a 12 month period shall not exceed 2% of the total number of issued and outstanding Shares and the aggregate number of Options granted to persons employed to provide investor relations activities shall not exceed 2% of the total number of issued and outstanding Shares in any 12 month period. Options issued to consultants performing investor relations activities must also vest in stages over 12 months, with no more than 1/4 of the Options vesting in any three month period. The Company shall obtain shareholder approval for grants of Options to insiders (as defined in the *Securities Act* (Québec)), of a number of Options exceeding 10% of the issued Shares, within any 12 month period.

9 **TERM**

The period during which an Option may be exercised (the "Option Period") shall be determined by the Board at the time that the Option is granted, subject to any vesting limitations which may be imposed by the Board in its sole unfettered discretion at the time that such Option is granted and Sections 11, 12 and 16 below, provided that:

(a) no Option shall be exercisable for a period exceeding five (5) years from the date that the Option is granted;

(b) no Option in respect of which shareholder approval is required under the rules of any stock exchange or exchanges on which the Shares are then listed shall be exercisable until such time as the Option has been approved by the shareholders of the Company; and

(c) the Board may, subject to the receipt of any necessary regulatory approvals, in its sole discretion, accelerate the time at which any Option may be exercised, in whole or in part.

10 **METHOD OF EXERCISE OF OPTION**

(a) Except as set forth in Sections 11 and 12 below or as otherwise determined by the Board, no Option may be exercised unless the holder of such Option is, at the time the Option is exercised, a director, officer, employee or consultant of the Company.

(b) Options that are otherwise exercisable in accordance with the terms thereof may be exercised in whole or in part from time to time.

(c) Any Participant (or his legal, personal representative) wishing to exercise an Option shall deliver to the Company, at its principal office in the Montreal, Quebec:

(i) a written notice expressing the intention of such Participant (or his legal, personal representative) to exercise his Option and specifying the number of Shares in respect of which the Option is exercised; and

(ii) a cash payment, certified cheque or bank draft, representing the full purchase price of the Shares in respect of which the Option is exercised and the withholding tax on the taxable benefit, if any, at the date of exercise, as required by tax authorities.

(d) Upon the exercise of an Option as aforesaid, the Company shall use reasonable efforts to forthwith deliver, or cause the registrar and transfer agent of the Shares to deliver, to the relevant Participant (or his legal, personal representative) or to the order thereof, a certificate representing the aggregate number of fully paid and non-assessable Shares in respect of which the Option has been duly exercised.

11 **CEASING TO BE A DIRECTOR, OFFICER, EMPLOYEE OR CONSULTANT**

If any Participant shall cease to hold the position or positions of director, officer or employee of the Company (as the case may be) for any reason other than death, his Option will terminate at 5:00 p.m. (Montreal time) on the earlier of the date of the expiration of the Option Period and 12 months after the date such Participant ceases to hold to be director, officer or employee of the Company as the case may be. If a consultant ceases to actively perform services for the Company, his Option will terminate at 5:00 p.m. (Montreal time) on the earlier of the date of the expiration of the Option Period and 90 days after the end of the mandate. An Option granted to a Participant who performs investor relations services on behalf of the Company shall terminate on the earlier of the date of the expiration of the Option Period and 30 days after the end of the mandate. For greater certainty, the termination of any Options held by the Participant, and the period during which the Participant may exercise any Options, shall be without regard to any notice period arising from the Participant's ceasing to hold the position or positions of director, officer, employee or consultant of the Company (as the case may be).

Neither the selection of any person as a Participant nor the granting of an Option to any Participant under this Plan shall: (i) confer upon such Participant any right to continue as a director, officer, employee or consultant of the Company, as

the case may be; or (ii) be construed as a guarantee that the Participant will continue as a director, officer, employee or consultant of the Company, as the case may be.

## 12 DEATH OF A PARTICIPANT

In the event of the death of a Participant, any Option previously granted to him shall be exercisable until the end of the Option Period or until the expiration of 12 months after the date of death of such Participant, whichever is earlier, and then, only:

(a) by the person or persons to whom the Participant's rights under the Option shall pass by the Participant's will or applicable law; and

(b) to the extent that he was entitled to exercise the Option as at the date of his death.

## 13 RIGHTS OF PARTICIPANTS

No person entitled to exercise any Option granted under this Plan shall have any of the rights or privileges of a shareholder of the Company in respect of any Shares issuable upon exercise of such Option until such Shares have been paid for in full and issued to such person.

## 14 PROCEEDS FROM EXERCISE OF OPTIONS

The proceeds from any sale of Shares issued upon the exercise of Options shall be added to the general funds of the Company and shall thereafter be used from time to time for such corporate purposes as the Board may determine and direct.

## 15 ADJUSTMENTS

(a) The number of Shares subject to the Plan shall be increased or decreased proportionately in the event of the subdivision of consolidation of the outstanding Shares of the Company, an in any such event a corresponding adjustment shall be made to the number of Shares deliverable upon the exercise of any Option granted prior to such event without any change in the total price applicable to the unexercised portion of the Option, but with a corresponding adjustment in the price for each Share that may be acquired upon the exercise of the Option. In the case the Company is reorganized or merged or consolidated or amalgamated with another corporation, appropriate provisions shall be made for the continuance of the Options outstanding under this Plan and to prevent any dilution or enlargement of the same.

(b) Adjustments under this Section 15 shall be made by the Board, whose determination as to what adjustments shall be made, and the extent thereof, shall be final, binding and conclusive. No fractional Shares shall be issued upon the exercise of an Option following the making of any such adjustment.

## 16 CHANGE OF CONTROL

Notwithstanding the provisions of section 11 or any vesting restrictions otherwise applicable to the relevant Options, in the event of a sale by the Company of all or substantially all of its assets or in the event of a change of control of the Company, each Participant shall be entitled to exercise, in whole or in part, the Options granted to such Participant hereunder, either during the term of the Option or within 120 days after the date of the sale or change of control, whichever first occurs.

For the purpose of this Plan, "change of control of the Company" means and shall be deemed to have occurred upon:

(a) the acceptance by the holders of Shares of the Company, representing in the aggregate, more than 50 percent of all issued Shares of the Company, of any offer, whether by way of a takeover bid or otherwise, for all or any of the outstanding Shares of the Company; or

(b) the acquisition, by whatever means, by a person (or two or more persons who, in such acquisition, have acted jointly or in concert or intend to exercise jointly or in concert any voting rights attaching to the Shares acquired), directly or indirectly, of beneficial ownership of such number of Shares or rights to Shares of the Company, which together with such person's then owned Shares and rights to Shares, if any, represent (assuming the full exercise of such rights to voting securities) more than fifty percent (50%) of the combined voting rights of the Company's then outstanding Shares; or

(c) the entering into of any agreement by the Company to merge, consolidate, amalgamate, initiate an arrangement or be absorbed by or into another corporation; or

(d) the passing of a resolution by the Board or shareholders of the Company to substantially liquidate the assets or wind-up the Company's business or significantly rearrange its affairs in one or more transactions or series of transactions or the commencement of proceedings for such a liquidation, winding-up or re-arrangement (except where such re-arrangement is part of a bona fide reorganization of the Company in circumstances where the business of the Company is continued and where the shareholdings remain substantially the same following the rearrangement); or

(e) individuals who were members of the Board of the Company immediately prior to a meeting of the shareholders of the Company involving a contest for or an item of business relating to the election of directors, not constituting a majority of the Board following such election.

## 17 TRANSFERABILITY

All benefits, rights and Options accruing to any Participant in accordance with the terms and conditions of this Plan shall be non-transferrable and non-assignable unless specifically provided herein. During the lifetime of a Participant, any Options granted hereunder may only be exercised by the Participant and in the event of the death of a Participant, by the person or persons to whom the Participant's rights under the Option pass by the Participant's will or applicable law.

## 18 AMENDMENT AND TERMINATION OF PLAN

The Board may also, at any time, amend or revise the terms of this Plan, subject to the receipt of all necessary regulatory approval and such amendment or revision may alter the terms of any Options theretofore granted under this Plan. The Board may suspend or terminate this Plan but such suspension or termination shall not impair any of the terms of any Option previously granted under the Plan

## 19 NECESSARY APPROVALS

The obligation of the Company to issue and deliver Shares in accordance with this Plan and Options granted hereunder is subject to applicable securities legislation and to the receipt of any approvals that may be required from any regulatory authority or stock exchange having jurisdiction over the securities of the Company. If Shares cannot be issued to a Participant upon the exercise of an Option for any reason whatsoever, the obligation of the Company to issue such Shares shall terminate and any funds paid to the Company in connection with the exercise of such Option will be returned to the relevant Participant as soon as practicable.

## 20 STOCK EXCHANGE RULES

This Plan and any option agreements entered into hereunder shall comply with the requirements from time to time of the stock exchange or exchanges on which the Shares are listed.

## 21 RIGHT TO ISSUE OTHER SHARES

The Company shall not by virtue of this Plan be in any way restricted from declaring and paying stock dividends, issuing further Shares, varying or amending its share capital or corporate structure or conducting its business in any way whatsoever.

## 22 NOTICE

Any notice required to be given by this Plan shall be in writing and shall be given by registered mail, postage prepaid or delivered by courier or by facsimile transmission addressed, if to the Company, at its principal address in Montreal, Quebec (Attention: The Chairman); or if to a Participant, to such Participant at his address as it appears on the books of the Company or in the event of the address of any such Participant not so appearing then to the last known address of such Participant; or if to any other person, to the last known address of such person.

## 23 GENDER

Whenever used herein words importing the masculine gender shall include the feminine and neuter genders and vice versa.

## 24 INTERPRETATION

This Plan will be governed by and construed in accordance with the laws of the Province of Québec.

**Approved by the shareholders during the annual meeting held on December 5, 2013.**

**SCHEDULE "B"**

**CHARTER OF THE AUDIT COMMITTEE**

## I PURPOSE

The Audit Committee (the "Committee") assists the Board of Directors (the "Board") in fulfilling its financial reporting and controls responsibilities to the shareholders of the Corporation and the investment community. The external auditors will report directly to the Committee. The Committee's primary duties and responsibilities are:

- overseeing the integrity of the Corporation's financial statements and reviewing the financial reports and other financial information provided by the Corporation to any governmental body or the public and other relevant documents;
- recommending the appointment and reviewing and appraising the audit efforts of the Corporation's external auditors, overseeing the external auditors' qualifications and independence and providing an open avenue of communication among the external auditors, financial and senior management and the Board;
- monitoring the Corporation's financial reporting process and internal controls, its management of business and financial risk, and its compliance with legal, ethical and regulatory requirements.

## II COMPOSITION

1. The Committee shall consist of a minimum of three directors of the Corporation, including the Chair of the Committee, the majority of whom shall not be employees, officers or "control persons", as such term is defined hereunder, of the Corporation. All members shall, to the satisfaction of the Board, be "financially literate" as such term is defined hereunder.

2. The members of the Audit Committee shall be elected by the Board at the annual organizational meeting of the Board for the following year or until their successors are duly elected. The Board may remove a member of the Audit Committee at any time in its sole discretion by resolution of the Board. The members of the Committee may fill vacancies on the Committee by appointment from among the directors. If and when a vacancy shall exist on the Committee, the remaining members may exercise all of its powers so long as quorum remains.

Unless the Board elects a Chair of the Committee, the Committee shall elect a Chair.

## III DUTIES AND RESPONSIBILITIES

1. The Committee shall:

(a) review and recommend to the Board for approval the annual audited consolidated financial statements;

(b) as required by the Board, review and approve or recommend that the Board approve the quarterly non-audited consolidated financial statements and MD&A;

(c) review with financial management and the external auditor the Corporation's financial statements, MD&A and earnings releases prior to filing with regulatory bodies such as securities commissions and/or prior to their release;

(d) review document referencing, containing or incorporating by reference the annual audited consolidated financial statements or non-audited interim financial statements results (e.g., prospectuses, press releases with financial results) prior to their release;

(e) make changes or additions to security policies at the Corporation and report, from time to time, to the Board on the appropriateness of the policy guidelines in place to administer the Corporation's security programs.

2. The Committee, in fulfilling its mandate, will:

- ensure to its satisfaction that adequate internal controls and procedures are in place to allow the Chief Executive Officer and the Chief Financial Officer to certify financial statements and other disclosure documents as required under securities laws;
- ensure to its satisfaction that adequate procedures are in place for the review of the issuer's public disclosure of financial information extracted or derived from the issuer's financial statements, other than MD&A and annual and interim earnings press releases, and periodically assess the adequacy of those procedures;
- recommend to the Board the selection of the external auditor, consider the independence and effectiveness and approve the fees and other compensation to be paid to the external auditor;
- monitor the relationship between management and the external auditor including reviewing any management letters or other reports of the external auditor, and discussing and resolving any material differences of opinion or disagreements between management and the external auditor;
- review the performance of the external auditor and approve any proposed discharge and replacement of the external auditor when circumstances warrant. Consider with management the rationale for employing accounting/auditing firms other than the principal external auditor;
- consult periodically with the external auditor out of the presence of management about significant risks or exposures, internal controls and other steps that management has taken to control such risks, and the fullness and accuracy of the organization's financial statements. Particular emphasis should be given to the adequacy of internal controls to expose any payments, transactions, or procedures that might be deemed illegal or otherwise improper;
- arrange for the external auditor to be available to the Audit Committee and the full Board as needed;
- ensure that the auditors' report directly to the Audit Committee and are made accountable to the Board and the Audit Committee, as representatives of the shareholders to whom the auditors are ultimately responsible;
- review and approve hiring policies for employees or former employees of the past and present external auditors;
- review the scope of the external audit, including the fees involved;
- review the report of the external auditor on the annual audited consolidated financial statements;
- review problems found in performing the audit, such as limitations or restrictions imposed by management or situations where management seeks a second opinion on a significant accounting issue;
- review major positive and negative observations of the auditor during the course of the audit;
- review with management and the external auditor of the Corporation's major accounting policies, including the impact of alternative accounting policies and key management estimates and judgments that can materially affect the financial results;
- review emerging accounting issues and their potential impact on the Corporation's financial reporting;
- review and approve requests for any management consulting engagement to be performed by the external auditor and be advised of any other study undertaken at the request of management that is beyond the scope of the audit engagement letter and related fees;
- review with management, the external auditors and legal counsel, any litigation, claims or other contingency, including tax assessments, which could have a material affect upon the financial position or operating results of the Corporation, and whether these matters have been appropriately disclosed in the financial statements;
- review the conclusions reached in the evaluation of management's internal control systems by the external auditors, and management's responses to any identified weaknesses;

- review with management their approach to controlling and securing corporate assets (including claims management) and information systems, the adequacy of staffing of key functions and their plans for improvements;

- review with management their approach with respect to business ethics and corporate conduct;

- review annually the legal and regulatory requirements that, if breached, could have a significant impact on the Corporation's published financial reports or reputation;

- receive periodic reports on the nature and extent of compliance with security policies. The nature and extent of non-compliance together with the reasons therefore, with the plan and timetable to correct such non-compliance will be reported to the Board, if material;

- review with management the accuracy and timeliness of filing with regulatory authorities;

- review periodically the business continuity plans for the Corporation;

- review annually general insurance coverage of the Corporation to ensure adequate protection of major corporate assets including but not limited to Directors & Officers coverage;

- perform such other duties as required by the Corporation's incorporating statute and applicable securities legislation and policies; and

- establish procedures for:

- the receipt, retention and treatment of complaints received by the Corporation regarding accounting, internal controls, or auditing matters; and

- the confidential, anonymous submission by employees of the Corporation of concerns regarding questionable accounting or audit matters.

3. The Committee may engage and communicate directly and independently with outside legal and other advisors for the Committee as required and set and pay the compensation of such advisors.

4. On a yearly basis, the Committee will review the Audit Committee Charter and where appropriate recommend changes to the Board.

## IV SECRETARY

The Secretary of the Committee will be appointed by the Chair.

## V MEETINGS AND MINUTES

1. The Committee shall meet at such times and places as the Committee may determine, but no less than four times per year. At least annually, the Committee shall meet separately with management and with the external auditors.

2. Meetings may be conducted with members present, in person, by telephone or by video conference facilities.

3. A resolution in writing signed by all the members of the Committee is valid as if it had been passed at a meeting of the Committee.

4. Notice must be given to each committee member not less than 48 hours before the time when the meeting is to be held. The notice period may be waived by a quorum of the Committee.

5. The external auditors or any member of the Committee may also call a meeting of the Committee. The external auditors of the Corporation will receive notice of every meeting of the Committee.

6. The Board shall be kept informed of the Committee's activities by a report, including copies of minutes, at the next Board meeting following each Committee meeting.

## VI QUORUM

Quorum for the transaction of business at any meeting of the Audit Committee shall be a majority of the number of members of the Committee.

## VII DEFINITIONS

In accordance with *Multilateral Instrument 52-110-Audit Committee*,

*"Financially literate"* means that the director has the ability to read and understand a set of financial statements that present 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 Corporation's financial statements.

*"Control Person"* means any person that holds or is one of a combination of persons that holds a sufficient number of any of the securities of the Corporation so as to affect materially the control of the Corporation, or that holds more than 20% of the outstanding voting shares of the Corporation except where there is evidence showing that the holder of those securities does not materially affect the control of the Corporation.