



DUNDEE SUSTAINABLE TECHNOLOGIES INC.

NOTICE OF ANNUAL AND GENERAL MEETING OF SHAREHOLDERS

TO BE HELD ON TUESDAY, AUGUST 8, 2022

AND

MANAGEMENT INFORMATION CIRCULAR

DUNDEE SUSTAINABLE TECHNOLOGIES INC.
NOTICE OF ANNUAL AND GENERAL MEETING OF SHAREHOLDERS
TO BE HELD ON MONDAY, AUGUST 8, 2022

NOTICE IS HEREBY GIVEN that an Annual and General Meeting (the “**Meeting**”) of the Shareholders of **Dundee Sustainable Technologies Inc.** (the “**Corporation**”) will be held on Monday, August 8, 2022 at 1:00 p.m. (Eastern Time) at the offices of the Corporation, 2000 Peel Street, Suite 860, Montréal, Québec on Monday, August 8, 2022 for the following purposes:

1. To receive the audited consolidated financial statements of the Corporation for the fiscal year ended December 31, 2021, together with the auditors’ report thereon.
2. To appoint PricewaterhouseCoopers, LLP, as auditors of the Corporation for the ensuing year and to authorize the directors to fix their remuneration.
3. To elect directors for the ensuing year.
4. To consider and, if deemed advisable, to adopt a resolution approving the Stock Option Plan of the Corporation; and
5. 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 (the “Circular”) accompanying this Notice and which is supplemental to and expressly made part of this Notice.

The board of directors (the “Board”) has fixed July 4 2022 as the record date (the “Record Date”) for determining the shareholders who are entitled to receive notice of and vote at the Meeting.

All shareholders wishing to have questions addressed at the Meeting can submit them in advance to amarin@dundeetechnologies.com. The Corporation is committed to addressing appropriate questions submitted by shareholders either during the Meeting or in advance, as timing and circumstances permit.

VOTING BY PROXY

The timing and process for voting by proxy remained unchanged.

A Proxy Form is enclosed herewith. Registered Shareholders are strongly encouraged 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 August 4, 2022** 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 4th day of July 2022.

BY ORDER OF THE BOARD OF DIRECTORS

(s) Arved Marin

Chief Financial Officer and Corporate Secretary

DUNDEE SUSTAINABLE TECHNOLOGIES INC.
(the “Corporation”)

MANAGEMENT INFORMATION CIRCULAR
ANNUAL AND GENERAL MEETING OF SHAREHOLDERS
TO BE HELD ON AUGUST 8, 2022

The information contained in this Management Information Circular, unless otherwise indicated, is as of July 4, 2022 (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 July 4, 2022 (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 2022 annual meeting of the shareholders of the Corporation (the “**Meeting**”) to be held on Monday, August 8, 2022 at 1:00 p.m. (Eastern time) at the offices of the Corporation, 2000 Peel Street, Suite 860, 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.

No person has been authorized to give any information or make any representation in connection with the matters being considered herein other than those contained in this Circular and, if given or made, any such information or representations should be considered not to have been authorized by the Corporation. This Circular does not constitute the solicitation of a proxy by any person in any jurisdiction in which such solicitation is not authorized or in which the person making such solicitation is not qualified to do so or to any person to whom it is unlawful to make such solicitation.

PART 1 – VOTING

HOW A VOTE IS PASSED

Normally, voting at the Meeting is made 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 July 4, 2022, 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 “Voting by Proxy at the Meeting”.

Voting by Proxy before the Meeting

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. The vote can also be casted by Internet or telephone according to the instructions provided in the form of proxy.

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 2000 Peel Street, Suite 860, Montréal, Québec H3A 2W5 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, RRFs, 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 64,195,774 subordinate voting shares (“**Subordinate Voting Shares**”) and 2,500,000 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.

On July 31, 2021, the Corporation entered into two debt settlement agreements (the “Debt Settlement Agreements”) with Dundee Resources Limited (“**DRL**”) and Investissement Quebec (“**IQ**” and collectively with DRL the “**Creditors**”), with respect to the settlement of a portion of various debts of the Corporation by the issuance of subordinated voting shares in the capital of the Corporation (the “**Consideration Shares**”) to the Creditors. According to the terms of the Debt Settlement Agreements, DRL agreed to convert \$13,405,521.97 of its debt in exchange for 40,622,794 Consideration Shares in the capital of the Corporation and IQ agreed to convert \$1,418,368.27 of its debt in exchange for 4,298,082 Consideration Shares in the capital of the Corporation, both using a conversion price based on the 20-days VWAP of the Shares. Following the completion of the Debt Settlement Agreements, a total of 60,667,997 subordinate voting shares and 2.5 million multi-voting shares of the Corporation are issued and outstanding.

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 and the approval of the Corporation’s stock option plan. See “*Election of Directors*”, “*Appointment of Auditor*”, and “*Approval of the Corporation’s Stock Option Plan*” respectively, for further information.

The Subordinate Voting Shares represent an aggregate of 71.97% of the outstanding votes and the Multi-Voting Shares represent an aggregate of 28.03% 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 Agreement**”).

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 July 4, 2022, 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 (directly or through a only owned subsidiary)	49,544,581 Subordinate Voting Shares and	77.18
	2,500,000 Multi-Voting Shares	100.00
	Total voting rights	83.57

PART 3 - THE BUSINESS OF THE MEETING

FINANCIAL STATEMENTS

The audited financial statements of the Corporation for the year ended December 31, 2021 (“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.

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.

ELECTION OF DIRECTORS

Nominees for Election

Directors of the Corporation are elected for a term of one year. Management proposes to nominate the three 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 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
				Directly or Indirectly (1)(2)
MARIO JACOB ⁽³⁾⁽⁴⁾⁽⁵⁾ Québec, Canada	Director	July 19, 2016	Lawyer and member of the Quebec Bar since 1995; Managing Director and Counsel of NCP Investment Management, since 2012.	Nil
ROBERT M. SELLARS ⁽³⁾⁽⁴⁾⁽⁵⁾ Toronto, Canada	Director	November 7, 2019	Chartered Professional Accountant; Senior Vice President and Chief Financial Officer of Red Cloud Mining Capital, Inc. since 2021.	Nil
DAVID LEMIEUX Thetford Mines, Canada	President and CEO	Nominated	Chemical Engineer; Executive Vice-President of the Corporation between April 15, 2013 and March 2020.	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
- (5) Member of the Special 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. Robert Sellars was the Chief Financial Officer of Dundee Energy Limited (“DEN”) from December 21, 2018 until March 27, 2019. Following the sale of DEN’s wholly owned subsidiary, Dundee Energy Limited Partnership, in November of 2018 pursuant to a court supervised sale process, DEN and certain of its subsidiaries filed an assignment for the benefit of creditors under the Bankruptcy and Insolvency Act (Canada) on March 27, 2019.

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.

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.

APPROVAL OF STOCK OPTION PLAN

Management is seeking Shareholder approval for the re-adoption of 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 purpose of the Option Plan is to provide incentive to employees, directors, officers and consultants who provide services to the Corporation and eventually reduce the cash compensation the Corporation would otherwise have to pay.

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 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 Option Plan of the Corporation is hereby adopted and approved and that the directors of the Corporation be and hereby authorized to make such amendments or revisions to the Option Plan from time to time, without further shareholder approval, s may be required by the CSE or any other stock exchange upon which the Corporation’s shares may be listed for trading in order to cause the Option Plan to fully comply with the requirements of the stock exchange and to fully carry out this resolution; and
2. that all the options to acquire subordinate voting shares of the Corporation previously issued by the Corporation to directors, officers, employees, and consultants of the Corporation or any subsidiary of the Corporation and currently outstanding shall be deemed to have been granted and issue under the Option Plan and otherwise be governed by the terms and conditions of the Option Plan, subject to the specific terms and conditions as to exercise price, vesting period, if any, and expiry dates as are currently applicable to such options; and
3. that the reservation under the Option Plan of a maximum up to the amount of 10% of the issued shares of the Corporation on a rolling basis, at the time of granting of the stock option pursuant to the Option Plan be and the same is hereby approved.”

PART 4 STATEMENT OF EXECUTIVE COMPENSATION

Compensation Discussion & Analysis

In this Information Circular:

“**CEO**” means an individual who acted as chief executive officer of the Corporation, or acted in a similar capacity, for any part of the most recently completed financial year;

“**CFO**” means an individual who acted as chief financial officer of the Corporation, or acted in a similar capacity, for any part of the most recently completed financial year;

“**NEO**” or “**Named Executive Officer**” means each of the following individuals:

- (a) a CEO
- (b) a CFO, and
- (c) each of the three most highly compensated executive officers, or the three most highly compensated individuals acting in a similar capacity other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was, individually, more than \$150,000 for that financial year; and
- (d) each individual who would be a NEO under paragraph (c) but for the fact that the individuals was neither an executive officer of the Corporation, nor acting in a similar capacity, at the end of that financial year.

Named Executive Officers

In accordance with the provisions of applicable securities legislation, the NEO of the Corporation during the year ended December 31, 2021 were David Lemieux, President and CEO since March 5, 2020, Arved Marin, Chief Financial Officer (CFO); and Jean-Philippe Mai, Executive Vice-President since April 19, 2021.

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 (\$)
David Lemieux ⁽²⁾ President and CEO since March 5, 2020 - Previously Executive Vice President.	2021	215,000	7,500	-	94,000	316,500
	2020	214,829	-	-	94,000	308,829
Arved Marin Chief Financial Officer	2021	134,531	-	-	39,167	173,698
	2020	128,748	-	-	39,167	167,915
Jean-Philippe Mai Executive Vice-President Since April 19, 2021	2021	145,625	7,500	-	70,500	223,625
	2020	133,940	5,000	-	70,500	209,440
Brian Howlett ⁽³⁾ Former President and CEO and Director	2021	-	-	-	-	-
	2020	26,916	95,000	10,000	23,500	155,416
Mario Jacob ⁽⁴⁾ Director	2021	-	-	12,000	23,500	35,500
	2020	-	-	12,000	23,500	35,500
Hubert Marleau ⁽⁵⁾ Director	2021	-	-	12,000	23,500	35,500
	2020	-	-	12,000	23,500	35,500
Robert Sellars ⁽⁶⁾	2021	-	-	7,000	23,500	30,500
	2020	-	-	-	23,500	23,500

Notes:

- (1) Committee and Meeting Fees are paid to the non-executive and independent directors only.
- (2) Mr. Lemieux compensation was paid to Seed Innovation.
- (3) Mr. Howlett compensation was paid to Brian Michael Howlett & Associates Inc.
- (4) Mr. Jacob was appointed Chairman of the Board on May 9, 2022. He is also member of the Audit Committee since August 11, 2016 and member of the Special Committee since February 3, 2017.
- (5) Mr. Marleau was appointed Chairman of the Board on November 15, 2015 until his resignation on March 25, 2022. He was the Chair of the Audit Committee between August 11, 2016 and April 19, 2021.
- (6) Mr. Sellars was appointed as Chair of the Audit Committee on April 19, 2021.

Stock Options and Other Compensation Securities

The following table sets forth particulars of all Stock Options outstanding for each director and NEO at December 31, 2021, on a post-consolidated basis:

Name	Compensation Options (\$)	Exercise Price (\$)	Expiry Date
David Lemieux	7,500	4.00	27-11-2022
	37,500	2.00	18-04-2023
	1,200,000	0.35	29-09-2025
Arved Marin	37,500	2.00	18-04-2023
	500,000	0.35	29-09-2025
Jean-Philippe Mai	25,000	2.00	18-04-2023
	900,000	0.35	29-09-2025
Mario Jacob	25,000	2.00	18-04-2023
	300,000	0.35	29-09-2025
Robert Sellars	300,000	0.35	29-09-2025

Exercise of Compensation Securities by Directors and NEOs

None of directors or NEOs exercised any compensation securities during the year ended December 31, 2021.

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) ⁽¹⁾	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	5,435,000	\$0.52	631,800 ⁽²⁾
Equity compensation plans not approved by security holders	-	-	N/A
Total	5,435,000	\$0.52	631,800 ⁽¹⁾

(1) At December 31, 2021.

(2) Based on 10% of the number of Subordinate Voting Shares issued and outstanding at December 31, 2021 on a post-consolidated basis.

Pension Plan Benefits

At December 31, 2021, the Corporation does not have any pension, retirement or deferred compensation plans, including defined contribution plans.

Employment, Consulting and Management Agreements

NEO Contracts

On March 6, 2020, the Corporation entered into a Consulting Agreement with a company controlled by Mr. David Lemieux (the “CEO Consulting Agreement”). The CEO is entitled to receive a fee of \$16,666.67 per month plus applicable Goods and Services tax and Quebec Sales tax. The CEO Consulting Agreement is effective as of March 6, 2020, for an indefinite term. The Corporation may terminate the CEO Consulting Agreement, at its sole discretion (without cause) at any time upon a payment of an amount equal to three (3) weeks of service with a minimum of six (6) months of Fees to a maximum of twelve (12) months of Fees.

On June 21, 2017, the Corporation entered into an employment agreement with Mr. Arved Marin as Chief Financial Officer of the Corporation (the “Marin Agreement”), as for an indeterminate term. Pursuant to the Marin Agreement, Mr. Marin is paid an annual salary of \$126,874. 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.

On April 19, 2021, the Corporation entered into an employment agreement with Mr. Jean-Philippe Mai as Executive Vice-President of the Corporation (the “Mai Agreement”), as for an indeterminate term. Pursuant to the Mai Agreement, Mr. Mai is paid an annual salary of \$150,000. The Corporation may terminate the Mai Agreement at any time without cause or any compensation in lieu of notice.

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, 2021.

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, 2021 - Termination without Cause

Name	Salary
David Lemieux	\$100,000
Arved Marin	\$85,375

Estimated Incremental Payments as of December 31, 2021 - Termination without Cause Following a Change of Control

Name	Salary / Consulting Fee
David Lemieux	\$100,000
Arved Marin	\$85,375

Directors' and Officers' Liability Insurance

The Corporation purchases annual insurance coverage for directors' and officers' liability.

Oversight and description of director and named executive officer compensation

The Compensation, Nominating and Governance Committee of the Corporation is integrated by Mario Jacob as Chair and Robert Sellars. Mr. Jacob is considered independent. The Board believes that the committee collectively has the knowledge, experience and background required to fulfill its mandate.

Mr. Jacob, is a lawyer and a member of the Barreau du Québec since 1995 and certified director since 2009 (ASC). He has been co-founder and Managing Director of NCP Capital Partner since March 2012 and President and Director of Maximus Capital Inc., since November 2003. He was Director of Osisko Exploration James Bay inc. from February 2015 to February 2016. He was director of Virginia Mines inc. from November 30, 2005 to February 2015. He has been Director of Cartier Resources Inc. since May 2007.

Mr. Sellars, holds a Master of Business Administration from the University of Windsor and is a Chartered Professional Accountant, a Chartered Accountant, as well as, a Chartered Financial Analyst. Mr. Sellars is the Senior Vice President and Chief Financial Officer of Rec Cloud Mining Capital Inc. Mr. Sellars has been COO and CFO of various financial services entities including Dundee Corporation, Dundee Securities Ltd and Goodman & Company Investment Counsel.

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.

Mr. Sellars, holds a Master of Business Administration from the University of Windsor and is a Chartered Professional Accountant, a Chartered Accountant, as well as, a Chartered Financial Analyst. Mr. Sellars has over 37 years of experience in senior roles in the investment and financial services industry.

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 \$112,350 for the fiscal year ended December 31, 2020 and \$105,000 for the fiscal year ended December 31, 2020.

(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, 2021 amounted to \$1,243 and \$8,593, for the fiscal year ended December 31, 2020.

(c) Tax Fees

Tax fees amounted to \$6,955 - for the fiscal year ended December 31, 2021 and \$8,560 for the fiscal year ended December 31, 2020.

(d) Other Fees

No other fees were charged by the auditors for the fiscal years ended December 31, 2021 and December 31, 2020.

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. Mario Jacob and Robert Sellars are considered independent.

Directorships

Name	Name of Reporting Issuer	Exchange	Reporting Jurisdiction(s)	Position
Mario Jacob	Cartier Resources Inc.	TSXV	British Columbia, Alberta, Quebec	Director

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.

Diversity

The Company is committed to diversity, including diversity in relation to gender, age, ethnic origin, religion, sexual orientation and disability and has adopted a Board Diversity Policy.

While the Board encourages diversity and gender equality, it does not support the adoption of quotas or targets regarding gender representation on the Board or in executive officer positions. The Corporation is committed to maintaining a campaign to identify and recruit the best qualified candidates whose appointments will be made based on merit, in the context of skills, experience, independence, and knowledge.

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.

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, 2021, 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.

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, 2020 and 2019

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 #2443
By fax: 514-866-6193
By e-mail: info@dundeetechnologies.com
By mail: **DUNDEE SUSTAINABLE TECHNOLOGIES INC.**
2000 Peel Street.
Suite 860
Montréal, Québec H3A 2W5

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) *Arved Marin*
Chief Financial Officer and Corporate Secretary

Montreal, Quebec, July 4, 2022.

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 Dundee Sustainable Technologies 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 twelve-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 or consolidation of the outstanding Shares of the Company, and 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 and subsequently ratified during the annual meetings held on June 14, 2018, July 5, 2019, August 19, 2020 and June 22, 2021.

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.

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