



ADURO CLEAN TECHNOLOGIES INC.

Suite 104 – 1084 Modeland Road,
Sarnia, ON N7S 6L2

**NOTICE OF ANNUAL GENERAL MEETING OF SHAREHOLDERS
TO BE HELD ON NOVEMBER 29, 2021**

AND

INFORMATION CIRCULAR

October 28, 2021

This document requires immediate attention. If you are in doubt as to how to deal with the documents or matters referred to in this notice and information circular, you should immediately contact your advisor.

ADURO CLEAN TECHNOLOGIES INC.

Suite 104 – 1086 Modeland Road
Sarnia, ON N7S 6L2
Telephone: (604) 362-7011

NOTICE OF ANNUAL GENERAL MEETING

TO THE SHAREHOLDERS:

NOTICE IS HEREBY GIVEN that the annual general meeting (the “**Meeting**”) of shareholders of Aduro Clean Technologies Inc. (the “**Company**”) will be held on Monday, November 29, 2021 via teleconference and Zoom, at the hour of 11:00 a.m. (Eastern time) for the following purposes:

1. the financial statements of the Company for the fiscal year ended May 31, 2021, together with the auditor's report thereon, will be submitted to the Meeting. Receipt at the Meeting of the financial statements and auditor's report will not constitute approval or disapproval of any matters referred to therein;
2. to set the number of directors of the Company at Four (4);
3. to elect Chris Parr, Peter Kampian, William Marcus Trygstad and Ofer Vicus as directors of the Company;
4. to appoint DeVisser Gray LLP, Chartered Professional Accountants, as the auditors of the Company for the fiscal year ending May 31, 2022 and to authorize the directors of the Company to fix the remuneration to be paid to the auditors for the fiscal year ending May 31, 2022;
5. to consider and, if thought fit, to pass an ordinary resolution to ratify, confirm and approve the Company's amended and restated incentive stock option plan (the “**Amended Stock Option Plan**”), as described in the accompanying information circular (the “**Information Circular**”); and
6. to transact such further or other business as may properly come before the Meeting and any adjournment or postponement thereof.

The accompanying Information Circular provides additional information relating to the matters to be dealt with at the Meeting and is supplemental to, and expressly made a part of, this Notice of Meeting.

The Company's board of directors has fixed October 20, 2021 as the record date for the determination of shareholders entitled to notice of and to vote at the Meeting and at any adjournment or postponement thereof. Each registered shareholder at the close of business on that date is entitled to such notice and to vote at the Meeting in the circumstances set out in the accompanying Information Circular.

If you are a registered shareholder of the Company and unable to attend the Meeting in person, please vote by proxy by following the instructions provided in the form of proxy at least 48 hours (excluding Saturdays, Sundays and holidays recognized in the Province of British Columbia) before the time and date of the Meeting or any adjournment or postponement thereof.

COVID-19

In view of the current and rapidly evolving COVID-19 outbreak, the Company will not be providing a physical location for shareholders to attend the Meeting in person. As always, the Company encourages shareholders to vote prior to the Meeting. Shareholders are encouraged to vote on the matters before the Meeting by proxy and to join the Meeting by ZOOM and/or teleconference. To access the Meeting by ZOOM, please join via the following link: <https://us02web.zoom.us/j/86846067834?pwd=WWtBcTBib0Jsbn0cxS08rRE9tYkZadz09>, Meeting

ID: 868 4606 7834 and Passcode: 836047. To dial-in by phone find your local number here:
<https://us02web.zoom.us/j/kclCYqZlyq>

If you are a non-registered shareholder of the Company and received this Notice of Meeting and accompanying materials through a broker, a financial institution, a participant, a trustee or administrator of a retirement savings plan, retirement income fund, education savings plan or other similar savings or investment plan registered under the *Income Tax Act* (Canada), or a nominee of any of the foregoing, that holds your securities on your behalf (an “**Intermediary**”), please complete and return the materials in accordance with the instructions provided to you by your Intermediary.

DATED at Vancouver, British Columbia, this 28th day of October, 2021.

By Order of the Board of Directors of

ADURO CLEAN TECHNOLOGIES INC.

“Ofer Vicus”

Ofer Vicus

President, Chief Executive Officer
and Director

ADURO CLEAN TECHNOLOGIES INC.

Suite 104 – 1086 Modeland Road
Sarnia, ON N7S 6L2
Telephone: (604) 362-7011

INFORMATION CIRCULAR

October 28, 2021

INTRODUCTION

This information circular (the “**Information Circular**”) accompanies the notice of annual general meeting of shareholders (the “**Notice**”) of Aduro Clean Technologies Inc. (the “**Company**”) and is furnished to shareholders (each, a “**Shareholder**”) holding common shares (each, a “**Share**”) in the capital of the Company in connection with the solicitation by the management of the Company of proxies to be voted at the annual general meeting (the “**Meeting**”) of the Shareholders to be held at 11:00 a.m. (Eastern time) on Monday, November 29, 2021 via teleconference and Zoom, or at any adjournment or postponement thereof.

COVID-19

In view of the current and rapidly evolving COVID-19 outbreak, the Company will not be providing a physical location for shareholders to attend the Meeting in person. As always, the Company encourages shareholders to vote prior to the Meeting. Shareholders are encouraged to vote on the matters before the Meeting by proxy and to join the Meeting by ZOOM and/or teleconference. To access the Meeting by ZOOM, please join via the following link: <https://us02web.zoom.us/j/86846067834?pwd=WWtBcTBib0Jsb0cxS08rRE9tYkZadz09>, Meeting ID: 868 4606 7834 and Passcode: 836047. To dial-in by phone find your local number here: <https://us02web.zoom.us/j/86846067834?pwd=WWtBcTBib0Jsb0cxS08rRE9tYkZadz09>.

Date and Currency

The date of this Information Circular is October 28, 2021. Unless otherwise stated, all amounts herein are in Canadian dollars.

PROXIES AND VOTING RIGHTS

Management Solicitation

The solicitation of proxies by management of the Company will be conducted by mail and may be supplemented by telephone or other personal contact to be made without special compensation by the directors, officers and employees of the Company. The Company does not reimburse Shareholders, nominees or agents for costs incurred in obtaining from their principal’s authorization to execute forms of proxy, except that the Company has requested brokers and nominees who hold stock in their respective names to furnish this proxy material to their customers, and the Company will reimburse such brokers and nominees for their related out of pocket expenses. No solicitation will be made by specifically engaged employees or soliciting agents. The cost of solicitation will be borne by the Company.

No person has been authorized to give any information or to make any representation other than as contained in this Information Circular in connection with the solicitation of proxies. If given or made, such information or representation must not be relied upon as having been authorized by the Company. The delivery of this Information Circular shall not create, under any circumstances, any implication that there has been no change in the information set forth herein since the date of this Information Circular. This Information Circular does not constitute the solicitation of a proxy by anyone 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 anyone to whom it is unlawful to make such an offer of solicitation.

Appointment of Proxy

Registered Shareholders are entitled to vote at the Meeting. Shareholders are entitled to one vote for each Share held on the record date of October 20, 2021 on the resolutions to be voted upon at the Meeting, and any other matter to come before the Meeting.

The persons named as proxyholders in the enclosed form of proxy (the “**Designated Persons**”) are directors and/or officers of the Company.

A SHAREHOLDER HAS THE RIGHT TO APPOINT A PERSON OR COMPANY (WHO NEED NOT BE A SHAREHOLDER) OTHER THAN THE DESIGNATED PERSONS NAMED IN THE ENCLOSED FORM OF PROXY TO ATTEND AND ACT FOR OR ON BEHALF OF THAT SHAREHOLDER AT THE MEETING.

A SHAREHOLDER MAY EXERCISE THIS RIGHT BY INSERTING THE NAME OF SUCH OTHER PERSON IN THE BLANK SPACE PROVIDED ON THE FORM OF PROXY. SUCH SHAREHOLDER SHOULD NOTIFY THE NOMINEE OF THE APPOINTMENT, OBTAIN THE NOMINEE’S CONSENT TO ACT AS PROXY AND SHOULD PROVIDE INSTRUCTION TO THE NOMINEE ON HOW THE SHAREHOLDER’S SHARES SHOULD BE VOTED. THE NOMINEE SHOULD BRING PERSONAL IDENTIFICATION TO THE MEETING.

The Shareholder may vote by mail, by telephone or via the Internet by following instructions provided in the form of proxy at least 48 hours (excluding Saturdays, Sundays and holidays recognized in the Province of British Columbia) prior to the scheduled time of the Meeting, or any adjournment or postponement thereof. The Chairman of the Meeting, in his sole discretion, may accept completed forms of proxy on the day of the Meeting or any adjournment or postponement thereof.

A proxy may not be valid unless it is dated and signed by the Shareholder who is giving it or by that Shareholder’s attorney-in-fact duly authorized by that Shareholder in writing or, in the case of a corporation, dated and executed by a duly authorized officer or attorney-in-fact for the corporation. If a form of proxy is executed by an attorney-in-fact for an individual Shareholder or joint Shareholders, or by an officer or attorney-in-fact for a corporate Shareholder, the instrument so empowering the officer or attorney-in-fact, as the case may be, or a notarially certified copy thereof, must accompany the form of proxy.

Revocation of Proxies

A Shareholder who has given a proxy may revoke it at any time before it is exercised by an instrument in writing: (a) executed by that Shareholder or by that Shareholder’s attorney-in-fact, authorized in writing, or, where the Shareholder is a corporation, by a duly authorized officer of, or attorney-in-fact for, the corporation; and (b) delivered either: (i) to the Company at the address set forth above, at any time up to and including the last business day preceding the day of the Meeting or, if adjourned or postponed, any reconvening thereof, or (ii) to the Chairman of the Meeting prior to the vote on matters covered by the proxy on the day of the Meeting or, if adjourned or postponed, any reconvening thereof, or (iii) in any other manner provided by law.

Also, a proxy will automatically be revoked by either: (i) attendance at the Meeting and participation in a poll (ballot) by a Shareholder, or (ii) submission of a subsequent proxy in accordance with the foregoing procedures. A revocation of a proxy does not affect any matter on which a vote has been taken prior to any such revocation.

Voting of Shares and Proxies and Exercise of Discretion by Designated Persons

A Shareholder may indicate the manner in which the Designated Persons are to vote with respect to a matter to be voted upon at the Meeting by marking the appropriate space. **The Shares represented by a proxy will be voted or withheld from voting in accordance with the instructions of the Shareholder on any ballot that may be called for and if the Shareholder specifies a choice with respect to any matter to be acted upon, the Shares will be voted accordingly.**

IF NO CHOICE IS SPECIFIED IN THE PROXY WITH RESPECT TO A MATTER TO BE ACTED UPON, THE PROXY CONFERS DISCRETIONARY AUTHORITY WITH RESPECT TO THAT MATTER UPON THE DESIGNATED PERSONS NAMED IN THE FORM OF PROXY. IT IS INTENDED THAT THE DESIGNATED PERSONS WILL VOTE THE SHARES REPRESENTED BY THE PROXY IN FAVOUR OF EACH MATTER IDENTIFIED IN THE PROXY.

The enclosed form of proxy confers discretionary authority upon the persons named therein with respect to other matters which may properly come before the Meeting, including any amendments or variations to any matters identified in the Notice, and with respect to other matters which may properly come before the Meeting. At the date of this Information Circular, management of the Company is not aware of any such amendments, variations, or other matters to come before the Meeting.

In the case of abstentions from, or withholding of, the voting of the Shares on any matter, the Shares that are the subject of the abstention or withholding will be counted for determination of a quorum, but will not be counted as affirmative or negative on the matter to be voted upon.

ADVICE TO BENEFICIAL SHAREHOLDERS

The information set out in this section is of significant importance to those Shareholders who do not hold Shares in their own name. Shareholders who do not hold their Shares in their own name (referred to in this Information Circular as “Beneficial Shareholders”) should note that only proxies deposited by Shareholders whose names appear on the records of the Company as the registered holders of Shares can be recognized and acted upon at the Meeting. If Shares are listed in an account statement provided by a broker, then in almost all cases those Shares will not be registered in the Beneficial Shareholder’s name on the records of the Company. Such Shares will more likely be registered under the names of the Beneficial Shareholder’s broker or an agent of that broker. In the United States, the vast majority of such Shares are registered under the name of Cede & Co. as nominee for The Depository Trust Company (which acts as depository for many U.S. brokerage firms and custodian banks), and in Canada, under the name of CDS & Co. (the registration name for The Canadian Depository for Securities Limited, which acts as nominee for many Canadian brokerage firms). **Beneficial Shareholders should ensure that instructions respecting the voting of their Shares are communicated to the appropriate person well in advance of the Meeting.**

The Company does not have access to the names of all Beneficial Shareholders. Applicable regulatory policy requires intermediaries/brokers to seek voting instructions from Beneficial Shareholders in advance of Shareholders’ meetings. Every intermediary/broker has its own mailing procedures and provides its own return instructions to clients, which should be carefully followed by Beneficial Shareholders in order to ensure that their Shares are voted at the Meeting. The form of proxy supplied to a Beneficial Shareholder by his, her or its broker (or the agent of the broker) is similar to the form of proxy provided to registered Shareholders by the Company. However, its purpose is limited to instructing the registered Shareholder (the broker or agent of the broker) how to vote on behalf of the Beneficial Shareholder. The majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. (“**Broadridge**”) in the United States and in Canada. Broadridge typically prepares a special voting instruction form, mails this form to the Beneficial Shareholders and asks for appropriate instructions regarding the voting of Shares to be voted at the Meeting. If Beneficial Shareholders receive the voting instruction forms from Broadridge, they are requested to complete and return the voting instruction forms to Broadridge by mail or facsimile. Alternatively, Beneficial Shareholders can call a toll-free number and access Broadridge’s dedicated voting website (each as noted on the voting instruction form) to deliver their voting instructions and to vote the Shares held by them. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Shares to be represented at the Meeting. **A Beneficial Shareholder receiving a Broadridge voting instruction form cannot use that form as a proxy to vote Shares directly at the Meeting – the voting instruction form must be returned to Broadridge well in advance of the Meeting in order to have the applicable Shares voted at the Meeting.**

Although a Beneficial Shareholder may not be recognized directly at the Meeting for the purposes of voting Shares registered in the name of his, her or its broker (or agent of the broker), a Beneficial Shareholder may attend at the

Meeting as proxyholder for the registered Shareholder and vote the Shares in that capacity. Beneficial Shareholders who wish to attend at the Meeting and indirectly vote their Shares as proxyholder for the registered Shareholder should enter their own names in the blank space on the instrument of proxy provided to them and return the same to their broker (or the broker's agent) in accordance with the instructions provided by such broker (or agent), well in advance of the Meeting.

Alternatively, a Beneficial Shareholder may request in writing that his, her or its broker send to the Beneficial Shareholder a legal proxy which would enable the Beneficial Shareholder to attend at the Meeting and vote his, her or its Shares.

Beneficial Shareholders consist of non-objecting beneficial owners and objecting beneficial owners. A non-objecting beneficial owner is a beneficial owner of securities that has provided instructions to an intermediary holding the securities in an account on behalf of the beneficial owner that the beneficial owner does not object, for that account, to the intermediary disclosing ownership information about the beneficial owner under National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”) of the Canadian Securities Administrators. An objecting beneficial owner means a beneficial owner of securities that has provided instructions to an intermediary holding the securities in an account on behalf of the beneficial owner that the beneficial owner objects, for that account, to the intermediary disclosing ownership information about the beneficial owner under NI 54-101.

The Company is sending proxy-related materials directly to non-objecting beneficial owners of the Shares. The Company will not pay for the delivery of proxy-related materials to objecting beneficial owners of the Shares under NI 54-101 and Form 54-101F7 – *Request for Voting Instructions Made by Intermediary*. The objecting beneficial owners of the Shares will not receive the materials unless their intermediary assumes the costs of delivery.

All references to Shareholders in this Information Circular are to registered Shareholders, unless specifically stated otherwise.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The Company is authorized to issue an unlimited number of Shares without par value. As of the record date, determined by the board of directors of the Company (the “**Board**”) to be the close of business on October 20, 2021 (the “**Record Date**”), a total of 35,508,358 Shares were issued and outstanding. Each Share carries the right to one vote at the Meeting.

Only registered Shareholders as of the Record Date are entitled to receive notice of, and to attend and vote at, the Meeting or any adjournment or postponement of the Meeting.

To the knowledge of the directors and executive officers of the Company, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, Shares carrying more than 10% of the voting rights attached to the outstanding Shares, other than as set forth below:

| Name of Shareholder | Number of Shares Owned | Percentage of Outstanding Shares ⁽¹⁾⁽²⁾ |
|---------------------|---------------------------|--|
| Ofer Vicus | 10,123,106 ⁽³⁾ | 28.51% |

⁽¹⁾ Shares beneficially owned, directly or indirectly, or over which control or direction is exercised, as at October 20, 2021, based upon information furnished to the Company by the individual directors. Stock options, warrants or other convertible securities currently exercisable or convertible, or exercisable or convertible within 60 days, are counted as outstanding for computing the percentage of the person holding such options, warrants or other convertible securities, but are not counted as outstanding for computing the percentage of any other person.

⁽²⁾ Based on 35,508,358 Shares outstanding as of the Record Date.

- (3) Does not include: (i) 2,135,997 Shares issuable upon exercise of 2,135,997 warrants, each of which are exercisable into one Share at a price of \$0.50 per Share until April 23, 2025, 213,599 which may be exercised or converted within the next 60 days. All of the warrants are to be released in accordance with a National Policy 46-201 escrow agreement; and (ii) 26,666,656 Special Warrants (as defined below) which are held by Mr. Vicus as special warrant trustee, as more particularly described in note 3 to the table named "Election of Directors"

FINANCIAL STATEMENTS

The audited financial statements of the Company for the year ended May 31, 2021, together with the auditor's reports thereon, will be submitted to the Meeting. Receipt at the Meeting of the financial statements and auditor's report will not constitute approval or disapproval of any matters referred to therein. The Company's financial statements and management discussion and analysis are on available on SEDAR at www.sedar.com.

NUMBER OF DIRECTORS

At the Meeting, Shareholders will be asked to pass an ordinary resolution to set the number of directors of the Company at four (4). An ordinary resolution needs to be passed by a simple majority of the votes cast by the Shareholders present in person or represented by proxy and entitled to vote at the Meeting.

Management of the Company recommends the approval of setting the number of directors of the Company at four (4).

ELECTION OF DIRECTORS

At present, the directors of the Company are elected at each annual general meeting and hold office until the next annual general meeting, or until their successors are duly elected or appointed in accordance with the Company's articles or until such director's earlier death, resignation or removal. In the absence of instructions to the contrary, the enclosed form of proxy will be voted for the nominees listed in the form of proxy, all of whom are presently members of the Board.

Management of the Company proposes to nominate the persons named in the table below for election by the Shareholders as directors of the Company. Information concerning such persons, as furnished by the individual nominees, is as follows:

| Name Province Country of Residence and Position(s) with the Company | Principal Occupation, Business or Employment for Last Five Years | Periods during which Nominee has Served as a Director | Number of Shares Owned ⁽¹⁾ |
|--|--|---|---|
| <p>Ofer Vicus⁽²⁾ Ontario, Canada</p> <p><i>Director and Chief Executive Officer</i></p> | <p>Founder and CEO of Aduro Energy Inc. since November 2011, Ofer Vicus has over 15 years of experience in developing and marketing innovative technologies and processes in Canada and abroad. He is the passion behind Aduro and responsible for building its research and business team. He has extensive knowledge in alternative approaches for petrochemical processes with a focus of limiting environmental impacts of the traditional chemical and petrochemical industries. He has distinguished himself through his ability to bring ideas to reality with advanced academic research, strong intellectual property foundations, and support by government programs and industry partners.</p> <p>Mr. Vicus has previously worked in leadership positions with other companies, including Spectronix Ltd. (2004-2006), a company that designed and manufactured EX optical flame detectors. As the Vice President of Business Development for Spectronix Ltd., Mr. Vicus supported the organization through operation and service.</p> <p>Mr. Vicus also served at Qualion NMR (2005-2006) as the Vice President, Marketing, developing marketing channels and tools for the adoption of inline NMR spectrometers by mid and large size refineries. Before launching Aduro, Mr. Vicus worked with the CEO of Curapipe Systems (2007-2010), a Trenchless Automated Leakage Repair (TALR) technology to seal cracks and holes in urban water pipes, as an investor and Vice President of Business Development, to develop the R&D, build an engineering team and establish a pilot unit, and to assist in capital raising.</p> <p>Mr. Vicus holds a Bachelor of Engineering in Industrial Engineering by Sunderland University, School of Engineering and Advanced Technologies and an Executive Master of Business Administration (Northwestern Kellogg / Tel Aviv Recanati University).</p> | <p>April 23, 2021 to present</p> | <p>10,123,106⁽³⁾</p> |

| Name Province Country of Residence and Position(s) with the Company | Principal Occupation, Business or Employment for Last Five Years | Periods during which Nominee has Served as a Director | Number of Shares Owned ⁽¹⁾ |
|---|--|---|---|
| <p>Chris Parr⁽²⁾ British Columbia, Canada</p> <p><i>Director</i></p> | <p>Mr. Parr has over 10 years' experience in financing, business development and investing in the technology sector.</p> <p>Mr. Parr most recently served as President, and CEO of Dimension Five, a public company that acquired Aduro Energy Inc. and subsequently formed Aduro Clean Technologies Inc. from January 2018 until April 2021.</p> <p>Prior to Dimension Five, Mr. Parr served Zimtu Capital Corp., an investment issuer listed on the TSX Venture Exchange (the "TSXV"), in the capacity of Strategic Development Manager. In this role he focused on identifying and working with undervalued technology companies in an effort to unlock their potential. Mr. Parr held this role at Zimtu from May 2016 until July 31, 2018.</p> <p>Prior to Zimtu, Mr. Parr's role was a licensed investment advisor where he advised on futures and options advising and trading at Global Securities Corp. from March 2014 to April 2016.</p> | <p>January 11, 2018 to present</p> | <p>776,109⁽⁴⁾</p> |
| <p>Peter Kampian⁽²⁾ Ontario, Canada</p> <p><i>Director</i></p> | <p>Peter Kampian is a seasoned financial executive with a previous experience in leadership roles with startup and established companies undertaking various transactions, including acquisitions, initial public offerings, managing debts and raising capital. He has experience in a number of sectors, including renewable energy, cannabis and mining.</p> <p>Mr. Kampian is currently Chief Executive Officer of Edge Financial Consulting Services Corp. where he acted as Chief Restructuring Officer for PharmHouse Inc. He previously served as Chief Financial Officer (CFO) of DionyMed Brands Inc. (2017 to 2019) (DYME-CSE) and Mettrum Health Corp (2014-2017) (MT-TSX-V). He also previously served as the CFO of Algonquin Income Fund (currently TSX-AQN) (1999-2007). Mr. Kampian is also a director of Harborside Inc (HBOR-CSE) (2020 to present). He also previously held board positions at Red Pine Exploration Inc, CannaRoyalty Corp (OriginHouse – acquired by Creco Labs Inc.) (2017-2018), James E Wagner Cultivation Ltd (2017-2020) and Flow Capital Corp (2017-2018).</p> <p>Mr. Kampian is a Canadian Chartered Accountant (CPA, CA, 1986), a member of the Institute of Corporate Directors (ICD.D) (2018) and a graduate of Wilfrid Laurier University (Bachelor of Business Administration, 1982).</p> | <p>April 23 2021 to present</p> | <p>Nil⁽⁵⁾</p> |

| Name Province Country of Residence and Position(s) with the Company | Principal Occupation, Business or Employment for Last Five Years | Periods during which Nominee has Served as a Director | Number of Shares Owned ⁽¹⁾ |
|---|---|---|---|
| <p>William Marcus Trygstad Texas, USA</p> <p><i>Director and Chief Technology Officer</i></p> | <p>Co-founder of Aduro Energy, W. Marcus Trygstad, has over 25 years of experience in the development and application of advanced strategies for monitoring, controlling, and optimizing industrial processes, particularly in the downstream refining, petrochemical, pharmaceutical, and specialty chemical industries. His focus on fundamental process chemistry led to the genesis of Aduro Intellectual Property and early patent applications.</p> <p>Prior to Aduro Energy, Mr. Trygstad was involved in various technology developments as principal inventor and author of patent applications in advanced monitoring technology. Mr. Trygstad previously served as application scientist, business development manager, technical sales consultant, and product manager with various companies including ABB Ltd. (2000-2006), where he served as Application and Business Development Manager and Technical Sales Consultant; Invensys Plc (2006-2009), where he led the collaborative development, productization, and commercialization of sampling technology and measurement solutions for enabling Invensys offerings to the refining industry; and Yokogawa Electric Corporation (2012 – 2019), where he was involved in the technology development of process monitoring and measurement-enabled optimization solutions.</p> <p>Mr. Trygstad holds a B.A. Chemistry (St. Olaf College, Minnesota) and pursued Masters level studies in chemistry, material science & engineering, and chemometrics (University of Utah).</p> | <p>April 23, 2021 to present</p> | <p>1,291,763⁽⁶⁾</p> |

(1) Shares beneficially owned, directly or indirectly, or over which control or direction is exercised, as at the date of this Information Circular, based upon information furnished to the Company by the individual directors. With the exception of the Special Warrants, stock options, warrants, debentures or other convertible securities currently exercisable or convertible, or exercisable or convertible within 60 days, are counted as outstanding for computing the percentage of the person holding such options, warrants or other convertible securities, but are not counted as outstanding for computing the percentage of any other person.

(2) Member of the audit committee.

(3) Does not include: (i) 2,135,997 Shares issuable upon exercise of 2,135,997 warrants, each of which are exercisable into one Share at a price of \$0.50 per Share until April 23, 2025, 213,599 which may be exercised or converted within the next 60 days, subject to release in accordance with a National Policy 46-201 escrow agreement; and (ii) 26,666,656 special warrants (the “**Special Warrants**”) that may be converted into Shares upon the Company’s completion of specific milestones as contemplated in a securities exchange agreement entered into between the Company, Aduro Energy Inc. and the former securityholders of Aduro Energy Inc. (the “**Aduro Securityholders**”). Mr. Vicus holds the Special Warrants in trust as special warrant trustee for the benefit of the Aduro Securityholders. For more details regarding the Special Warrants, please see the Company’s Filing Statement dated April 27, 2021 as filed on www.sedar.com.

(4) Does not include 250,000 Shares issuable upon exercise of the 250,000 stock options issued on April 30, 2021, each of which are exercisable into one Share at a price of \$0.65 per Share until April 30, 2031. The stock options vest on a monthly basis with 1/12th of the stock options vesting each month. As of the date of this Information Circular, 124,998 of the stock options have vested.

(5) Does not include 250,000 Shares issuable upon exercise of the 250,000 stock options issued on April 30, 2021, each of which are exercisable into one Share at a price of \$0.65 per Share until April 30, 2031. The stock options vest on a monthly

basis with 1/12th of the stock options vesting each month. As of the date of this Information Circular, 124,998 of the stock options have vested.

- (6) Does not include: (i) 272,564 Shares issuable upon exercise of the 272,564 warrants, each of which are exercisable into one Share at a price of \$0.50 per Share until April 23, 2025, 27,256 which may be exercised or converted within the next 60 days, subject to release in accordance with a National Policy 46-201 escrow agreement; and (ii) 1,108,457 Shares issuable upon exercise of the 1,108,457 stock options issued on April 30, 2021, each of which are exercisable into one share at a price of \$0.65 per Share until April 30, 2031. The stock options vest on a monthly basis with 1/12th of the stock options vesting each month. As of the date of this Information Circular, 554,226 of the stock options have vested.

As at October 28, 2021, the proposed directors of the Company as a group (four persons) owned beneficially or exercised control or direction over 12,190,978 Shares, or approximately 34.33% of the outstanding Shares.

Management of the Company recommends the election of each of the nominees listed above as a director of the Company.

Orders

To the knowledge of the Company, other than as disclosed above, no proposed director of the Company is, or within the ten (10) years before the date of this Information Circular has been, a director, chief executive officer or chief financial officer of any company that:

- (a) was subject to a cease trade order, an order similar to a cease trade order, or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or
- (b) was subject to a cease trade order, an order similar to a cease trade order, or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

Bankruptcies

Other than as described below, to the knowledge of the Company and based upon information provided to it by the nominees, no proposed director of the Company is, or within ten (10) years before the date of this Information Circular, has been, a director or an executive officer of any company that, while the person was acting in that capacity, or within a year of that person ceasing to act in the 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 made a proposal under any legislation relating to bankruptcies or insolvency.

To the knowledge of the Corporation and based upon information provided to it by the nominees, no proposed director of the Company has, within the ten (10) years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

Peter Kampian was CFO of DionyMed Brands Inc. ("**DionyMed**") from November 2018 to March 2020. A receiver was appointed for DionyMed by the Supreme Court of British Columbia on October 29, 2019.

Peter Kampian was a director of James E Wagner Cultivation Corporation ("**JWC**") and also a member of the special committee of the board of JWC, which is mandated to restructure the financial affairs of JWC. JWC filed for protection under the Companies' Creditor Arrangement Act on April 1, 2020. On August 28, 2020, the sale of the JWC assets was completed and the Mr. Kampian resigned from the board of JWC.

Peter Kampian acted as Chief Financial Officer of Oneworld Energy Inc. ("**Oneworld**"), a renewable energy developer of wind and solar projects, from October 2009 to July 2011. In October 2010, Mr. Kampian was appointed to Oneworld's board of directors. In July 2011, Mr. Kampian resigned as Chief Financial Officer of Oneworld and accepted a position with Riverbank Power Corporation. Mr. Kampian resigned as a director of Oneworld in October 2011. In June 2012, Oneworld filed for bankruptcy.

Penalties and Sanctions

To the best of management's knowledge, no proposed director of the Company 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 securityholder in deciding whether to vote for a proposed director.

STATEMENT OF EXECUTIVE COMPENSATION

General

For the purpose of this Statement of Executive Compensation:

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

"**NEO**" or "**named executive officer**" means:

- (a) each individual who served as chief executive officer ("**CEO**") of the Company, or who performed functions similar to a CEO, during any part of the most recently completed financial year,
- (b) each individual who served as chief financial officer ("**CFO**") of the Company, or who performed functions similar to a CFO, during any part of the most recently completed financial year,
- (c) the most highly compensated executive officer of the Company or any of its subsidiaries (if any) other than individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than \$150,000, as determined in accordance with subsection 1.3(5) of Form 51-102F6V, for that financial year, and
- (d) each individual who would be an NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the Company or its subsidiaries (if any), nor acting in a similar capacity, at the end of that financial year;

"**plan**" includes any plan, contract, authorization or arrangement, whether or not set out in any formal document, where cash, compensation securities or any other property may be received, whether for one or more persons; and

“underlying securities” means any securities issuable on conversion, exchange or exercise of compensation securities.

Director and Named Executive Officer Compensation, excluding Compensation Securities

The following table sets forth all direct and indirect compensation paid, payable, awarded, granted, given or otherwise provided, directly or indirectly, by the Company thereof to each NEO and each director of the Company, 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 Company:

| Name and Position | Fiscal Year Ended May 31 | Salary, Consulting Fee, Retainer or Commission (\$) | Bonus (\$) | Committee or Meeting Fees (\$) | Value of Perquisites ⁽¹⁾ (\$) | Value of all other Compensation (\$) | Total Compensation (\$) |
|---|--------------------------|---|------------|--------------------------------|--|--------------------------------------|-------------------------|
| Ofer Vicus ⁽²⁾ CEO | 2021 | 60,000 | Nil | Nil | Nil | Nil | 60,000 |
| | 2020 | 44,167 | Nil | Nil | Nil | Nil | 44,617 |
| Chris Parr ⁽³⁾ Director & Former CEO and President | 2021 | 67,000 | Nil | 5,000 | Nil | Nil | 72,000 ⁽⁴⁾ |
| | 2020 | 48,000 | Nil | Nil | Nil | Nil | 48,000 |
| Peter Kampian ⁽⁵⁾ Director | 2021 | Nil | Nil | Nil | Nil | Nil | Nil |
| | 2020 | Nil | Nil | Nil | Nil | Nil | Nil |
| William Marcus Trygstad ⁽⁶⁾ Director and Chief Technology Officer | 2021 | Nil | Nil | Nil | Nil | Nil | Nil |
| | 2020 | Nil | Nil | Nil | Nil | Nil | Nil |
| Donnacha Rahill ⁽⁷⁾ CFO and Secretary | 2021 | 13,000 | Nil | Nil | Nil | Nil | 13,000 |
| | 2020 | Nil | Nil | Nil | Nil | Nil | Nil |
| Daniel Hejcman ⁽⁸⁾ Former interim CFO and interim Corporate Secretary | 2021 | 11,110 | Nil | Nil | Nil | Nil | 11,110 |
| | 2020 | Nil | Nil | Nil | Nil | Nil | Nil |
| Craig Murata ⁽⁹⁾ Former CFO, Secretary and Director | 2021 | 8,000 | Nil | Nil | Nil | Nil | 8,000 |
| | 2020 | 24,000 | Nil | Nil | Nil | Nil | 24,000 |
| David Hodge ⁽¹⁰⁾ Former Director | 2021 | Nil | Nil | Nil | Nil | Nil | Nil |
| | 2020 | Nil | Nil | Nil | Nil | Nil | Nil |

| Name and Position | Fiscal Year Ended May 31 | Salary, Consulting Fee, Retainer or Commission (\$) | Bonus (\$) | Committee or Meeting Fees (\$) | Value of Perquisites ⁽¹⁾ (\$) | Value of all other Compensation (\$) | Total Compensation (\$) |
|---|--------------------------|---|------------|--------------------------------|--|--------------------------------------|-------------------------|
| Sheng-Chieh (Jack) Huang ⁽¹¹⁾ Former Director | 2021 2020 | Nil Nil | Nil Nil | Nil Nil | Nil Nil | Nil Nil | Nil Nil |
| Patrick Butler ⁽¹²⁾ Former Director | 2021 2020 | Nil Nil | Nil Nil | Nil Nil | Nil Nil | Nil Nil | Nil Nil |
| Dusan Berka ⁽¹³⁾ Former Director | 2021 2020 | Nil Nil | Nil Nil | Nil Nil | Nil Nil | Nil Nil | Nil Nil |

(1) "Perquisites" include perquisites provided to an NEO or director that are not generally available to all employees and that, in aggregate, are: (a) \$15,000, if the NEO or director's total salary for the financial year is \$150,000 or less, (b) 10% of the NEO or director's salary for the financial year if the NEO or director's total salary for the financial year is greater than \$150,000 but less than \$500,000, or (c) \$50,000 if the NEO or director's total salary for the financial year is \$500,000 or greater.

(2) Mr. Vicus was appointed a director and CEO of the Company on April 23, 2021.

(3) Mr. Parr was appointed a director of the Company on January 10, 2018, the CEO on January 11, 2018 and the president on September 6, 2018. He resigned as the CEO and President of the Company on April 23, 2021.

(4) Mr. Parr received \$5,000 as compensation for serving as a director of the Company.

(5) Mr. Kampian was appointed a director of the Company on April 23, 2021.

(6) Mr. Trygstad was appointed a director and Chief Technology Officer of the Company on April 23, 2021.

(7) Mr. Rahill was appointed CFO and Secretary of the Company on January 11, 2021.

(8) Mr Hejcman was interim Chief Financial Officer and interim Corporate Secretary from October 23, 2020 until January 11, 2021.

(9) Mr. Murata was appointed the CFO of the Company on January 11, 2018, a director on February 20, 2018 and the secretary on July 29, 2019. Mr. Murata resigned as the CFO, the secretary and a director of the Company on September 30, 2020.

(10) Mr. Hodge was appointed as a director of the Company on September 6, 2018 and resigned on April 23, 2021.

(11) Mr. Huang was a director of the Company from September 6, 2018 until July 31, 2020.

(12) Mr. Butler was a director of the Company from August 11, 2020 until April 23, 2021.

(13) Mr Berka was a director of the Company from September 6, 2018 until March 11, 2020.

Stock Options and Other Compensation Securities

During the year ended May 31, 2021, the following compensation securities were granted or issued to directors and NEOs by the Company or any subsidiary thereof for services provided, or to be provided, directly or indirectly, to the Company or any subsidiary thereof.

| Compensation Securities | | | | | | | |
|---|-------------------------------|--|------------------------|--|---|--|----------------|
| Name and Position | Type of Compensation Security | Number of Compensation Securities, Number of Underlying Securities and Percentage of Class | Date of Issue or Grant | Issue, Conversion or Exercise Price (\$) | Closing Price of Security or Underlying Security on Date of Grant | Closing Price of Security or Underlying Security at Year End | Expiry Date |
| Ofer Vicus ⁽²⁾ Chief Executive Officer | Stock Options | Nil | N/A | Nil | Nil | Nil | N/A |
| Chris Parr ⁽³⁾ Former CEO, President and Current Director | Stock Options | 250,000 stock options/ 250,000 Shares /6.67% ⁽¹⁾ | April 30, 2021 | 0.65 | 0.62 | 0.73 | April 30, 2031 |
| Peter Kampian ⁽⁴⁾ Director | Stock Options | 250,000 stock options/ 250,000 Shares /6.67% ⁽¹⁾ | April 30, 2021 | 0.65 | 0.62 | 0.73 | April 30, 2031 |
| William Marcus Trygstad ⁽⁵⁾ Director and Chief Technology Officer | Stock Options | 1,108,457 stock options/ 1,108,457 Shares /29.56% ⁽¹⁾ | April 30, 2021 | 0.65 | 0.62 | 0.73 | April 30, 2031 |
| Donnacha Rahill ⁽⁶⁾ Chief Financial Officer and Secretary | Stock Options | 75,000 stock options/ 75,000 Shares /2.00% ⁽¹⁾ | April 30, 2021 | 0.65 | 0.62 | 0.73 | April 30, 2031 |
| Craig Murata Former CFO, Secretary and Director | Stock Options | Nil | N/A | Nil | Nil | Nil | N/A |
| David Hodge ⁽⁷⁾ Former Director | Stock Options | 100,000 stock options/ 100,000 Shares /2.67% ⁽¹⁾ | April 30, 2021 | 0.65 | 0.62 | 0.73 | April 30, 2031 |
| Sheng-Chieh (Jack) Huang Former Director | Stock Options | Nil | N/A | Nil | Nil | Nil | N/A |

| Compensation Securities | | | | | | | |
|-----------------------------------|-------------------------------|--|------------------------|--|---|--|-------------|
| Name and Position | Type of Compensation Security | Number of Compensation Securities, Number of Underlying Securities and Percentage of Class | Date of Issue or Grant | Issue, Conversion or Exercise Price (\$) | Closing Price of Security or Underlying Security on Date of Grant | Closing Price of Security or Underlying Security at Year End | Expiry Date |
| Patrick Butler Former Director | Stock Options | Nil | N/A | Nil | Nil | Nil | N/A |
| Dusan Berka Former Director | Stock Options | Nil | N/A | Nil | Nil | Nil | N/A |

- (1) Based on 3,750,000 stock options outstanding as of May 31, 2021.
- (2) As at May 31, 2021, Ofer Vicus, the President, CEO and a director of the Company, did not own any compensation securities.
- (3) As at May 31, 2021, Chris Parr, the former President, CEO and a current director of the Company, owned 250,000 compensation securities, comprised solely of stock options, each of which is exercisable into one Share at a price of \$0.65 per Share until April 30, 2031. Of the 250,000 stock options, 41,666 had vested by May 31, 2021 the remaining of which vest monthly on a 1/12th basis.
- (4) As at May 31, 2021, Peter Kampian, a director of the Company, owned 250,000 compensation securities, comprised solely of stock options, each of which is exercisable into one Share at a price of \$0.65 per Share until April 30, 2031. Of the 250,000 stock options, 41,666 had vested by May 31, 2021 the remaining of which vest monthly on a 1/12th basis.
- (5) As at May 31, 2021, William Marcus Trygstad, a director of the Company, owned 1,108,457 compensation securities, comprised solely of stock options, each of which is exercisable into one Share at a price of \$0.65 per Share until April 30, 2031. Of the 1,108,457 stock options, 184,742 had vested by May 31, 2021 the remaining of which vest monthly on a 1/12th basis.
- (6) As at May 31, 2021, Donnacha Rahill, the CFO and Secretary of the Company, owned 75,000 compensation securities, comprised solely of stock options, each of which is exercisable into one Share at a price of \$0.65 per Share until April 30, 2031. Of the 75,000 stock options, 6,250 had vested by May 31, 2021 the remaining of which vest monthly on a 1/24th basis.
- (7) As at May 31, 2021, David Hodge, the former director of the Company, owned 100,000 compensation securities, comprised solely of stock options, each of which is exercisable into one Share at a price of \$0.65 per Share until April 30, 2031. Of the 100,000 stock options, 16,666 had vested by May 31, 2021 the remaining of which vest monthly on a 1/12th basis. These stock options were issued to Mr. Hodge as compensation for his role as a consultant of the Company.

Exercise of Compensation Securities by Directors and NEOs

The following compensation securities were exercised by directors and NEOs during the year ended May 31, 2021.

| Exercise of Compensation Securities by Directors and NEOs | | | | | | | |
|---|-------------------------------|---|----------------------------------|------------------|---|--|-----------------------------------|
| Name and Position | Type of Compensation Security | Number of Underlying Securities Exercised | Exercise Price Per Security (\$) | Date of Exercise | Closing Price per Security on Date of Exercise (\$) | Difference Between Exercise Price and Closing Price on the Date of Exercise (\$) | Total Value on Exercise Date (\$) |
| Sheng-Chieh (Jack) Huang Former Director | Stock Options | 66,666 | 0.15 | March 25, 2021 | 0.21 ⁽¹⁾ | 0.06 | 3,999.96 |

⁽¹⁾ Based on the closing price as at October 21, 2020, the last day of trading prior to the Shares being halted.

Stock Option Plans and Other Incentive Plans

On April 29, 2021, the Board adopted the Amended Stock Option Plan. The purpose of the Amended Stock Option Plan is to attract and retain directors, officers, employees and consultants and to motivate them to advance the interests of the Company by affording them with the opportunity to acquire an equity interest in the Company through options granted under the Amended Stock Option Plan. The Amended Stock Option Plan provides that the number of Shares available for issuance is subject to the restrictions imposed under applicable securities laws or Canadian Securities Exchange (“CSE”) policies.

Options may be granted under the Amended Stock Option Plan to such directors, officers, employees, or consultants of the Company and its affiliates, if any, as the Board may from time to time designate. The exercise price of option grants will be determined by the Board, but shall not be less than the greater of the closing market prices of the underlying Shares on (i) the trading day prior to the date of grant of the stock options and (ii) the date of grant of the stock options. All options granted under the Amended Stock Option Plan will expire not later than the date that is ten years from the date that such options are granted. Options terminate earlier as follows: (i) immediately in the event of dismissal with cause; (ii) one month from date of termination other than for cause, or as set forth in each particular stock option agreement; (iii) twelve months from the date of disability; or (iv) twelve months from the date of death. Options granted under the Amended Stock Option Plan are not transferable or assignable other than by will or other testamentary instrument or pursuant to the laws of succession.

The number of shares reserved for issuance under the Stock Option Plan, together with all of the Company’s other previously established or proposed stock options, stock option plans, employee stock purchase plans or any other compensation or incentive mechanisms involving the issuance or potential issuance of shares, is subject to the restrictions imposed under applicable securities laws and stock exchange policies.

The Amended Stock Option Plan will be administered by the Board, which will have full and final authority with respect to the granting of all options thereunder. As at the date of this Information Circular, there were 3,800,000 stock options outstanding under the Amended Stock Option Plan.

Employment, Consulting and Management Agreements

Other than disclosed below, the Company has not entered into written employment or consulting agreements with any other executive officers.

The Company has an employment agreement with Ofer Vicus (the “**Vicus Agreement**”), pursuant to which Mr. Vicus agreed to provide certain management and other services to the Company, including without limitation to act as Chief Executive Officer of the Company. Mr. Vicus shall, in accordance with the terms and conditions of the Vicus Agreement, perform the services in a timely and professional manner pertaining to the best interests of the Company.

As consideration for the services to be provided by Mr. Vicus, the Company agreed to pay an annual salary of \$100,000 not inclusive of vacation pay and other expense reimbursements. The Vicus Agreement will continue until the Vicus Agreement is terminated by either Mr. Vicus or the Company. Mr. Vicus may terminate the Vicus Agreement by providing a three month notice period. The Company may terminate the Vicus Agreement in accordance with applicable employment laws. In the event of a termination without cause of Mr. Vicus’s employment, the Company will make a payment to Mr. Vicus equal to twelve months salary plus all unpaid salary, vacation pay, incentive compensation, and properly incurred expenses, accrued to the termination date. The Vicus Agreement will automatically terminate upon death or disability of Mr. Vicus. The Vicus Agreement also provides for certain non-solicitation and confidentiality provisions.

The Company has a consulting agreement with Donnacha Rahill (the “**Rahill Consulting Agreement**”), pursuant to which Mr. Rahill agreed to provide certain management and other services to the Company, including without limitation to act as CFO of the Company. Mr. Rahill shall, in accordance with the terms and conditions of the Rahill Consulting Agreement, perform the consulting services in a timely and professional manner pertaining to the best interests of the Company.

As consideration for the services to be provided by Mr. Rahill, the Company agreed to pay an hourly consulting fee of \$150 per hour plus HST, provided that the number of hours and the fee for the specific task or project is agreed in advance by Mr. Rahill and the Company. The Rahill Consulting Agreement will continue until the Rahill Consulting Agreement is terminated by either Mr. Rahill or the Company, providing a 3 week notice period. The Rahill Consulting Agreement will automatically terminate upon death or disability of Mr. Rahill. The Rahill Consulting Agreement also provides for certain non-disclosure and confidentiality provisions.

The Company is currently negotiating an independent contractor agreement with Marcus Trygstad (the “**Proposed Trygstad Agreement**”), pursuant to which it is proposed that Mr. Trygstad would provide certain management and other services to the Company, including without limitation to act as Chief Technical Officer of the Company and, in accordance with the terms and conditions of the Proposed Trygstad Agreement, perform the consulting services in a timely and professional manner pertaining to the best interests of the Company.

As consideration for the services to be provided by Mr. Trygstad, the Company is proposing to pay Mr. Trygstad an annual salary of \$100,000, that the Proposed Trygstad Agreement would continue until terminated by either Mr. Trygstad or the Company, providing a 90-day notice period, automatically terminate upon death or disability of Mr. Trygstad and provide for certain non-solicitation and confidentiality provisions.

Oversight and Description of Director and NEO Compensation

The Board has not created or appointed a compensation committee given the Company’s current size and stage of development. All tasks related to developing and monitoring the Company’s approach to the compensation of the Company’s NEOs and directors are performed by the members of the Board. The compensation of the NEOs, directors and the Company’s employees or consultants, if any, is reviewed, recommended and approved by the Board without reference to any specific formula or criteria. NEOs that are also directors of the Company are

involved in discussions relating to compensation, but disclose their interest in, and abstain from voting on, decisions related to their own respective compensation.

The overall objective of the Company's compensation strategy is to offer short, medium and long-term compensation components to ensure that the Company has in place programs to attract, retain and develop management of the highest calibre and has in place a process to provide for the orderly succession of management, including receipt on an annual basis of any recommendations of the chief executive officer, if any, in this regard.

Executive officers' compensation is currently composed of two major components: a short term compensation component, which includes the payment of management fees to certain NEOs, and a long-term compensation component, which includes the grant of stock options under the Plan. Management fees primarily reward recent performance and incentive stock options encourage NEOs and directors to continue to deliver results over a longer period of time and serve as a retention tool. The Company intends to further develop these compensation components.

The management fee for each NEO, as applicable, is determined by the Board based on the level of responsibility and experience of the individual, the relative importance of the position to the Company, the professional qualifications of the individual and the performance of the individual over time.

The second component of the executive officers' compensation is stock options. The objectives of the Company's compensation policies and procedures are to align the interests of the Company's employees with the interests of the shareholders of the Company. Therefore, a significant portion of total compensation granted by the Company, being the grant of stock options, is based upon overall corporate performance.

Although it has not to date, the Board may in the future consider, on an annual basis, an award of bonuses to key executives and senior management. The amount and award of such bonuses is expected to be discretionary, depending on, among other factors, the financial performance of the Company and the performance of the executive. The Board considers that the payment of such discretionary annual cash bonuses may satisfy the medium term compensation component.

The Company relies on Board discussion, without formal objectives, criteria and analysis, when determining executive compensation. There are currently no formal performance goals or similar conditions that must be satisfied in connection with the payment of executive compensation.

The NEOs' performances and salaries or fees are to be reviewed periodically. Increases in management fees are to be evaluated on an individual basis and are performance and market-based. Compensation is not tied to performance criteria or goals such as milestones, agreements or transactions, and the Company does not use a "peer group" to determine compensation.

Pension Plan Benefits

The Company does not have any pension, defined benefit, defined contribution or deferred compensation plans in place.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table sets forth details of the Plan, being the Company’s only equity compensation plan, as of May 31, 2021:

| Plan Category | Number of securities to be issued upon exercise of outstanding options, warrants and rights ⁽¹⁾ (a) | Weighted-average exercise price of outstanding options, warrants and rights (b) | Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c) |
|--|---|--|--|
| Equity compensation plans approved by security holders | Nil | N/A | Nil |
| Equity compensation plans not approved by security holders | 3,750,000 | \$0.6559 | N/A |
| Total | 3,750,000 | \$0.6559 | N/A |

⁽¹⁾ The Company does not have any warrants or rights outstanding under any equity compensation plans.

APPOINTMENT OF AUDITOR

At the Meeting, Shareholders will be asked to pass an ordinary resolution to appoint DeVisser Gray LLP, Chartered Professional Accountants, as auditors of the Company for the fiscal year ending May 31, 2022, and to authorize the directors of the Company to fix the remuneration to be to be paid to the auditors for the fiscal year ending May 31, 2022. An ordinary resolution needs to be passed by a simple majority of the votes cast by the Shareholders present in person or represented by proxy and entitled to vote at the Meeting.

Management of the Company recommends that Shareholders vote for the appointment of DeVisser Gray LLP, Chartered Professional Accountants, as the Company’s auditors for the Company’s fiscal year ending May 31, 2022 and to authorize the directors of the Company to fix the remuneration to be paid to the auditors for the fiscal year ending May 31, 2022.

AUDIT COMMITTEE DISCLOSURE

Under National Instrument 52-110 *Audit Committees* (“**NI 52-110**”), a reporting issuer is required to provide disclosure annually with respect to its audit committee, including the text of its audit committee charter, information regarding the composition of the audit committee, and information regarding fees paid to its external auditor. The Company provides the following disclosure with respect to its audit committee (the “**Audit Committee**”).

Audit Committee Charter

The Board has adopted an audit committee charter (the “**Charter**”) that sets out the roles and responsibilities of the Audit Committee. The Charter is attached as Schedule “B” to the Information Circular.

Composition of the Audit Committee

The Company’s Audit Committee is currently comprised of three directors, consisting of Chris Parr, Peter Kampian (Chair) and Ofer Vicus. As defined in NI 52-110, Mr Vicus is not “independent” as he was appointed CEO of the Company on April 23, 2021. Mr. Parr, the Company’s former CEO and President, is not “independent”, as he resigned from his executive roles, within three years, being April 23, 2021. Mr. Kampian is “independent” as defined in NI 52-110.

All of the Audit Committee members are “financially literate”, as defined in NI 52-110, as all have the industry experience necessary to understand and analyze financial statements of the Company, as well as an understanding of internal controls and procedures necessary for financial reporting.

The Audit Committee is responsible for review of both interim and annual financial statements for the Company. For the purposes of performing their duties, the members of the Audit Committee have the right at all times, to inspect all the books and financial records of the Company and any subsidiaries, and to discuss with management and the external auditors of the Company any accounts, records and matters relating to the financial statements of the Company. The Audit Committee members meet periodically with management and annually with the external auditors.

Relevant Education and Experience

All of the members of the Audit Committee are able to understand and interpret information related to financial statement analysis. Each of the members of the Audit Committee has a general understanding of the accounting principles used by the Company to prepare its financial statements and will seek clarification from the Company’s auditors, where required. Each of the members of the Audit Committee also has direct experience in understanding accounting principles for private and reporting companies. The relevant experience of the current members of the Audit Committee is as follows:

Ofer Vicus

Founder and CEO of Aduro Energy Inc. since November 2011, Ofer Vicus has over 15 years of experience in developing and marketing innovative technologies and processes in Canada and abroad. He is the passion behind Aduro and responsible for building its research and business team. He has extensive knowledge in alternative approaches for petrochemical processes with a focus of limiting environmental impacts of the traditional chemical and petrochemical industries. He has distinguished himself through his ability to bring ideas to reality with advanced academic research, strong intellectual property foundations, and support by government programs and industry partners.

Mr. Vicus has previously worked in leadership positions with other companies, including Spectronix Ltd. (2004-2006), a company that designed and manufactured EX optical flame detectors. As the Vice President of Business Development for Spectronix Ltd., Mr. Vicus supported the organization through operation and service.

Mr. Vicus also served at Qualion NMR (2005-2006) as the Vice President, Marketing, developing marketing channels and tools for the adoption of inline NMR spectrometers by mid and large size refineries. Before launching Aduro, Mr. Vicus worked with the CEO of Curapipe Systems (2007-2010), a Trenchless Automated Leakage Repair (TALR) technology to seal cracks and holes in urban water pipes, as an investor and Vice President of Business Development, to develop the R&D, build an engineering team and establish a pilot unit, and to assist in capital raising.

Mr. Vicus holds a Bachelor of Engineering in Industrial Engineering by Sunderland University, School of Engineering and Advanced Technologies and an Executive Master of Business Administration (Northwestern Kellogg / Tel Aviv Recanati University).

Chris Parr

Mr. Parr is an experienced venture capitalist with a focus on early stage companies where he has helped develop several of these companies into valuations exceeding \$100 Million. He has over 10 years' experience in financing, business development and investing in this sector. Mr. Parr's passion is in working with entrepreneurs and identifying technology that has significant growth potential.

Mr. Parr most recently served Zimtu Capital Corp., an investment issuer listed on the TSXV, in the capacity of Strategic Development Manager. In this role he focused on identifying and working with undervalued technology companies in an effort to unlock their potential. In addition, Mr. Parr managed the marketing, development and promotion of the Zimtu Advantage software application. Mr. Parr held this role at Zimtu from May 2016 until July 31, 2018.

Prior to Zimtu, Mr. Parr's role was a licensed investment advisor where he advised on futures and options advising and trading at Global Securities Corp. from March 2014 to April 2016.

Peter Kampian

Peter Kampian is a seasoned financial executive with a previous experience in leadership roles with startup and established companies undertaking various transactions, including acquisitions, initial public offerings, managing debts and raising capital. He has experience in a number of sectors, including renewable energy, cannabis and mining.

Mr. Kampian is currently Chief Executive Office of Edge Financial Consulting Services Corp where he acted as Chief Restructuring Officer for PharmHouse Inc. He previously served as Chief Financial Officer (CFO) of DionyMed Brands Inc. (2017 to 2019) (DYME-CSE) and Mettrum Health Corp (2014-2017) (MT-TSX-V). He also previously served as the CFO of Algonquin Income Fund (currently TSX-AQN) (1999-2007). Mr. Kampian is a director of Harborside Inc (HBOR-CSE) (2020 to present). He also previously held board positions at Red Pine Exploration Inc., CannaRoyalty Corp (OriginHouse – acquired by Creco Labs Inc.) (2017-2018), James E Wagner Cultivation Ltd (2017-2020) and Flow Capital Corp (2017-2018).

Mr. Kampian is a Canadian Chartered Accountant (CPA, CA, 1986), a member of the Institute of Corporate Directors (ICD.D) (2018) and a graduate of Wilfrid Laurier University (Bachelor of Business Administration, 1982).

Audit Committee Oversight

At no time since the commencement of the Company's most recently completed financial year was a recommendation of the Audit Committee to nominate or compensate an external auditor not adopted by the Board.

Reliance on Certain Exemptions

Since the commencement of the Company's most recently completed financial year, the Company has not relied on the exemptions in Sections 2.4, 6.1.1(4), 6.1.1(5), or 6.1.1(6) or Part 8 of NI 52-110. Section 2.4 (*De Minimis Non-Audit Services*) provides an exemption from the requirement that the Audit Committee must pre-approve all non-audit services to be provided by the auditor, where the total amount of fees related to the non-audit services are not expected to exceed 5% of the total fees payable to the auditor in the financial year in which the non-audit services were provided. Sections 6.1.1(4) (*Circumstance Affecting the Business or Operations of the Venture Issuer*), 6.1.1(5) (*Events Outside Control of Member*) and 6.1.1(6) (*Death, Incapacity or Resignation*) provide exemptions from the requirement that a majority of the members of the Company's Audit Committee must not be executive officers, employees or control persons of the Company or of an affiliate of the Company. Part 8 (*Exemptions*) permits a company to apply to a securities regulatory authority or regulator for an exemption from the requirements of NI 52-110 in whole or in part.

Pre-Approval Policies and Procedures

Formal policies and procedures for the engagement of non-audit services have yet to be formulated and adopted. Subject to the requirements of NI 52-110, the engagement of non-audit services is considered by the Board and the Audit Committee, on a case-by-case basis as applicable.

External Auditor Service Fees

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

The aggregate fees billed by the Company’s auditor, DeVisser Gray LLP, Chartered Professional Accountants, for the fiscal years ended May 31, 2021 and 2020, by category, are as follows:

| Financial Year Ended May 31 | Audit Fees | Audit Related Fees | Tax Fees | All Other Fees |
|-----------------------------|-------------------------|------------------------|----------|----------------|
| 2021 | \$94,225 ⁽¹⁾ | \$5,925 ⁽²⁾ | Nil | \$4,050 |
| 2020 | \$11,250 | Nil | Nil | \$1,500 |

⁽¹⁾ Includes fees of \$82,475 billed to the subsidiary of the Company, Aduro Energy Inc., by DeVisser Gray, in connection with the audit of the financial statements for the years ended November 30, 2020 and November 30, 2019.

⁽²⁾ Includes the fees billed to the Company by DeVisser Gray in connection with the review of the Company’s interim financial statements .

Exemption

The Company is relying on the exemption provided by Section 6.1 of NI 52-110, which provides that the Company, as a venture issuer, and is not required to comply with Part 3 (*Composition of the Audit Committee*) and Part 5 (*Reporting Obligations*) of NI 52-110.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

No current or former director, executive officer, proposed nominee for election to the Board, or associate of such persons is, or at any time since the beginning of the Company’s most recently completed financial year has been, indebted to the Company or any of its subsidiaries.

No indebtedness of current or former director, executive officer, proposed nominee for election to the Board, or associate of such person is, or at any time since the beginning of the most recently completed financial year has been, the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

No: (a) director, proposed director or executive officer of the Company; (b) person or company who beneficially owns, directly or indirectly, Shares or who exercises control or direction of Shares, or a combination of both carrying more than ten percent of the voting rights attached to the Shares outstanding (each, an “Insider”); (c) director or executive officer of an Insider; or (d) associate or affiliate of any of the directors, executive officers or Insiders, has had any material interest, direct or indirect, in any transaction since the commencement of the Company’s most recently completed financial year or in any proposed transaction which has materially affected or would materially affect the Company, except with an interest arising from the ownership of Shares, where such

person will receive no extra or special benefit or advantage not shared on a *pro rata* basis by all holders of the same class of Shares.

CORPORATE GOVERNANCE

General

National Instrument 58-101 *Disclosure of Corporate Governance Practices* (“NI 58-101”), as adopted by the Canadian Securities Administrators, prescribes certain disclosure by the Company of its corporate governance practices. This disclosure is presented below.

Board of Directors

The Board facilitates its exercise of independent supervision over the Company’s management through meetings of the Board.

Mr. Parr, a director, is not considered to be independent as he was an officer of the Company within the last three years. Messrs. Trygstad and Vicus are not considered to be independent as they are officers of the Company. Mr. Kampian is considered to be independent in that he is independent and free from any interest and any business or other relationship which could or could reasonably be perceived to materially interfere with the respective director’s ability to act with the best interests of the Company, other than the interests and relationships arising from being a Shareholder.

Directorships

The following table sets out information regarding other directorships presently held by directors of the Company with other reporting issuers (or the equivalent) in Canada or any foreign jurisdiction:

| Name of Director | Names of Other Reporting Issuers | Securities Exchange |
|------------------|----------------------------------|---------------------|
| Peter Kampian | Harborside Inc. | CSE |

Orientation and Continuing Education

The Board briefs all new directors with respect to the policies of the Board and other relevant corporate and business information. The Board does not provide any continuing education.

Ethical Business Conduct

The Board has not adopted a written ethical business code of conduct for directors, officers and employees. However, the Board believes that the fiduciary duties placed on individual directors by the Company’s governing corporate legislation and the common law, and the restrictions placed by applicable corporate legislation on an individual director’s participation in decisions of the Board in which the director has an interest, have been sufficient to ensure that the Board operates independently of management and in the best interests of the Company.

Nomination of Directors

The Company’s management is in contact with individuals involved in the technology sector. From these sources management has made a number of contacts and in the event that the Company requires any new directors, such individuals will be brought to the attention of the Board. The Company will conduct reference and background checks on suitable candidates. New nominees generally must have a track record in business management, areas

of strategic interest to the Company, the ability to devote the time required to carry out the obligations and responsibilities of a director and a willingness to serve in that capacity.

Compensation

At present, the Board as a whole determines the compensation of the CEO and CFO and does so with reference to industry standards and the financial situation of the Company. The Board has the sole responsibility for determining the compensation of the directors of the Company.

Given the Company's size, limited operating history and lack of revenues, the Board does not plan to form a compensation committee to monitor and review the salary and benefits of the executive officers of the Company at the present time. The Board will carry out these functions until such time as it deems the formation of a compensation committee is warranted.

Other Board Committees

The Board has no committees other than the Audit Committee.

Assessments

The Board regularly monitors the adequacy and effectiveness of information given to directors, communications between the Board and management, and the strategic direction and processes of the Board and its committees.

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

Except as disclosed elsewhere in this Information Circular, no director or executive officer of the Company who was a director or executive officer since the beginning of the Company's last financial year, no proposed nominee for election as a director of the Company, or any associate or affiliate of any such directors, officers or nominees, has any material interest, direct or indirect, by way of beneficial ownership of Shares or other securities in the Company or otherwise, in any matter to be acted upon at the Meeting other than the election of directors.

Directors, executive officers, proposed nominees for election as director of the Company may be interested in the approval of the Company's stock option plan, pursuant to which they may be granted stock options. See "*Statement of Executive Compensation – Stock Option Plans and Other Incentive Plans*", below, for more information.

PARTICULARS OF MATTERS TO BE ACTED UPON

Approval of Amended Stock Option Plan

The Company is seeking Shareholder approval of the Amended Stock Option Plan at the Meeting. Although Shareholder approval of the Amended Stock Option Plan is not required pursuant to the policies of the Exchange, the Board wishes to obtain maximum flexibility with respect to the granting of stock options under the Amended Stock Option Plan.

National Instrument 45-106 *Prospectus Exemptions* ("**NI 45-106**") provides exemptions from the requirement to prepare and file a prospectus in connection with a distribution of securities. As the Company is listed on the Exchange, the Company is classified as an "unlisted reporting issuer" for purposes of the exemption provided in Section 2.24 of NI 45-106 for distributions of securities to employees, executive officers, directors and consultants of the Company (the "**Exemption**"). NI 45-106 restricts the use of the Exemption by "unlisted reporting issuers" such as the Company unless the Company obtains Shareholder approval. Specifically, NI 45-106 provides that the Exemption does not apply to a distribution to an employee or consultant of the "unlisted reporting issuer" who is

an investor relations person of the issuer, an associated consultant of the issuer, an executive officer of the issuer, a director of the issuer, or a permitted assign of those persons if, after the distribution,

- (a) the number of securities, calculated on a fully diluted basis, reserved for issuance under options granted to
 - (i) related persons, exceeds 10% of the outstanding securities of the issuer, or
 - (ii) a related person, exceeds 5% of the outstanding securities of the issuer, or
- (b) the number of securities, calculated on a fully diluted basis, issued within 12 months to
 - (i) related persons, exceeds 10% of the outstanding securities of the issuer, or
 - (ii) a related person and the associates of the related person, exceeds 5% of the outstanding securities of the issuer.

The term "related person" is defined in NI 45-106 and generally refers to a director or executive officer of the issuer or of a related entity of the issuer, an associate of a director or executive officer of the issuer or of a related entity of the issuer, or a permitted assign of a director or executive officer of the issuer or of a related entity of the issuer. The term "permitted assign" includes a spouse of the person.

In accordance with the requirements of NI 45-106, the Board wishes to provide the following information with respect to the Amended Stock Option Plan so that the Shareholders may form a reasoned judgment concerning the Amended Stock Option Plan.

The purpose of the Amended Stock Option Plan is to advance the interests of the Company by encouraging the directors, officers, employees and consultants of the Company to acquire Shares thereby increasing their proprietary interest in the Company, encouraging them to remain associated with the Company and furnishing them with additional incentive in their efforts on behalf of the Company in the conduct of its affairs.

Under the Amended Stock Option Plan, the aggregate number of optioned Shares that may be issued may not exceed the number of Shares available for issuance is subject to the restrictions imposed under applicable securities laws or CSE policies.

The Board has the discretion to grant options pursuant to the terms of the Amended Stock Option Plan. Options may be granted to eligible persons, being: directors, executive officers, employees or consultants.

Pursuant to the Amended Stock Option Plan, the exercise price at the time each option is granted, is subject to the following conditions: (a) if the Shares are listed on a stock exchange, then the exercise price for the options granted will not be less than the minimum prevailing price permitted by such stock exchange; (b) if the Shares are not listed, posted and trading on any stock exchange or quoted on any quotation system, then the exercise price for the options granted will be determined by the Board at the time of granting; and (c) in all other cases, the exercise price shall be determined in accordance with the applicable securities laws and policies of any applicable stock exchange.

The Board shall establish the expiry date for each option at the time such option is granted, subject to the following conditions: (a) the option will expire upon the occurrence of any termination event set out in the Amended Stock Option Plan; and (b) the expiry date cannot be longer than the maximum exercise period as determined by the applicable securities laws and policies of any applicable stock exchange.

All options granted under the Amended Stock Option Plan are non-transferable and non-assignable.

Options will expire immediately upon the optionee leaving his or her employment/office except that:

- (a) in the case of death of an optionee, any vested options held by the deceased at the date of death will become exercisable by the optionee's estate until the earlier of one year after the date of death and the date of expiration of the term otherwise applicable to such option;
- (b) options granted to an optionee may be exercised in whole or in part by the optionee for a period of 30 days after the optionee ceases to be employed/provide services but only to the extent that such optionee was vested in the option at the date the optionee ceased to be employed/provide services; and
- (c) in the case of an optionee dismissed from employment/service for cause, such options, whether vested or not, will immediately terminate without right to exercise same.

The Company must obtain approval of the Shareholders other than votes attaching to securities beneficially owned by related persons to whom securities may be issued as compensation or under that plan.

As of the date of this Information Circular, to the Company's knowledge, a total of 12,190,978 Shares are held by officers and directors of the Company and will not be included for the purpose of determining whether Shareholder approval of the Amended Stock Option Plan has been obtained.

A copy of the Amended Stock Option Plan is attached as Schedule "A" to this Information Circular. A copy of the Plan is also available free of charge at the office of the Company, Suite 104 – 1084 Modeland Road, Sarnia, ON N7S 6L2, during normal business hours up to and including the date of the Meeting.

Approval of Amended Stock Option Plan

The Board is requesting that Shareholders affirm, ratify and approve the Amended Stock Option Plan. Accordingly, at the Meeting, disinterested Shareholders will be asked to approve the following ordinary resolution (the "**Plan Resolution**"), which must be approved by at least a majority of the votes cast by disinterested Shareholders represented in person or by proxy at the Meeting who vote in respect of the Plan Resolution:

"BE IT RESOLVED, AS AN ORDINARY RESOLUTION OF DISINTERESTED SHAREHOLDERS, THAT:

1. the Company's Amended Stock Option Plan in the form attached as Schedule A to the management information circular of the Company dated as of October 28, 2021, be and is hereby affirmed, ratified and approved;
2. the board of directors of the Company be authorized in its absolute discretion to administer the Amended Stock Option Plan and amend or modify the Amended Stock Option Plan in accordance with its terms and conditions and with the policies of the Exchange; and
3. any one director or officer of the Company be and is hereby authorized and directed to do all such acts and things and to execute and deliver, under the corporate seal of the Company or otherwise, all such deeds, documents, instruments and assurances as in his or her opinion may be necessary or desirable to give effect to this resolution, including making any amendments to the Amended Stock Option Plan as may be required by regulatory authorities, without further approval of the shareholders of the Company."

The form of the Plan Resolution set forth above is subject to such amendments as management may propose at the Meeting, but which do not materially affect the substance of the Plan Resolution.

Management of the Company recommends that disinterested Shareholders vote in favour of the Amended Stock Option Plan Resolution at the Meeting. It is the intention of the Designated Persons named in the

enclosed form of proxy, if not expressly directed otherwise in such form of proxy, to vote such proxy FOR the Plan Resolution.

ADDITIONAL INFORMATION

Additional information relating to the Company is available on SEDAR at www.sedar.com. Shareholders may contact the Company at its office at Suite 104 – 1084 Modeland Road, Sarnia, ON N7S 6L2, to request copies of the Company’s financial statements and related Management’s Discussion and Analysis (the “**MD&A**”). Financial information is provided in the Company’s comparative annual financial statements and MD&A for its most recently completed financial year and in the financial statements and MD&A for subsequent financial periods, which are available at www.sedar.com.

OTHER MATTERS

Other than the above, management of the Company knows of no other matters to come before the Meeting other than those referred to in the Notice of Meeting. However, if any other matters that are not known to 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.

APPROVAL OF THE BOARD OF DIRECTORS

The contents of this Information Circular have been approved, and the delivery of it to each Shareholder entitled thereto and to the appropriate regulatory agencies has been authorized, by the Board.

Dated at Vancouver, British Columbia as of this 28th day of October, 2021.

ON BEHALF OF THE BOARD OF DIRECTORS OF

ADURO CLEAN TECHNOLOGIES INC.

“Ofer Vicus”

Ofer Vicus

President, Chief Executive Officer
and Director

SCHEDULE A

AMENDED STOCK OPTION PLAN

ADURO CLEAN TECHNOLOGIES INC.

AMENDED AND RESTATED INCENTIVE STOCK OPTION PLAN

As of April 27, 2021

**PART 1
INTERPRETATION**

1.1 Definitions. In this Plan, the following words and phrases shall have the following meanings:

(a) **"Affiliate"** means a company that is a parent or Subsidiary of the Company, or that is controlled by the same person as the Company;

(b) **"Board"** means the board of directors of the Company or any committee thereof duly empowered and authorized to grant Options under this Plan;

(c) **"Change of Control"** means the occurrence of any one of the following events:

(i) there is a report filed with any securities commission or securities regulatory authority in Canada, disclosing that any offeror (as the term "offeror" is defined in Section 1.1 of Multilateral Instrument 62-104 Take-Over Bids and Issuer Bids) has acquired beneficial ownership of, or the power to exercise control or direction over, or securities convertible into, any shares of capital stock of any class of the Company carrying voting rights under all circumstances (the **"Voting Shares"**), that, together with the offeror's securities would constitute Voting Shares of the Company representing more than 50% of the total voting power attached to all Voting Shares of the Company then outstanding,

(ii) there is consummated any amalgamation, consolidation, statutory arrangement, merger, business combination or other similar transaction involving the Company: (1) in which the Company is not the continuing or surviving corporation, or (2) pursuant to which any Voting Shares of the Company would be reclassified, changed or converted into or exchanged for cash, securities or other property, other than (in each case) an amalgamation, consolidation, statutory arrangement, merger, business combination or other similar transaction involving the Company in which the holders of the Voting Shares of the Company immediately prior to such amalgamation, consolidation, statutory arrangement, merger, business combination or other similar transaction have, directly or indirectly, more than 50% of the Voting Shares of the continuing or surviving corporation immediately after such transaction,

(iii) any person or group of persons shall succeed in having a sufficient number of its nominees elected as directors of the Company such that such nominees, when added to any existing directors of the Company, will constitute a majority of the directors of the Company, or

(iv) there is consummated a sale, transfer or disposition by the Company of all or substantially all of the assets of the Company,

provided that an event shall not constitute a Change of Control if its sole purpose is to change the jurisdiction of the Company's organization or to create a holding company, partnership or trust that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such event;

- (d) **"Code"** has the meaning set forth in Part 8 of this Plan;
 - (e) **"Company"** means Aduro Clean Technologies Inc.;
 - (f) **"Consultant"** means an individual or Consultant Company, other than an Employee, Director or Officer, that:
 - (i) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Company or to an Affiliate, other than services provided in relation to a distribution of securities,
 - (ii) provides such services under a written contract between the Company or an Affiliate,
 - (iii) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the affairs and business of the Company or an Affiliate, and
 - (iv) has a relationship with the Company or an Affiliate that enables the individual to be knowledgeable about the business and affairs of the Company;provided that, with respect to a Consultant who is a U.S. person (as such term is defined in Regulation S under the U.S. Securities Act), such Consultant is a natural person who provides bona fide services to the Company or a Related Entity of the Company other than services in connection with the offer or sale of securities in a capital-raising transaction or services that directly or indirectly promote or maintain a market for the Company's securities;
 - (g) **"Consultant Company"** means for an individual Consultant, a company or partnership of which the individual is an employee, shareholder or partner;
 - (h) **"CSE"** means the Canadian Securities Exchange;
 - (i) **"Director"** means a director of the Company or a Subsidiary;
 - (j) **"Disability"** means any disability with respect to an Optionee which the Board, in its sole and unfettered discretion, considers likely to prevent the Optionee from permanently:
 - (i) being employed or engaged by the Company, an Affiliate or another employer, in a position the same as or similar to that in which he was last employed or engaged by the Company or an Affiliate, or
 - (ii) acting as a director or officer of the Company or an Affiliate,
- and **"Date of Disability"** means the effective date of the Disability as determined by the Board in its sole and unfettered discretion;
- (k) **"Eligible Person"** means a bona fide Director, Officer, Employee or Consultant, or a corporation wholly owned by such Director, Officer, Employee or Consultant;
 - (l) **"Employee"** means:

- (i) an individual who is considered an employee of the Company or an Affiliate under the Income Tax Act (and for whom income tax, employment insurance and CPP deductions must be made at source);
 - (ii) an individual who works full-time for the Company or an Affiliate providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions are not made at source; or
 - (iii) an individual who works for the Company or an Affiliate on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions need not be made at source;
- (m) **“Exchange”** means the CSE or any other stock exchange on which the Shares are listed for trading;
- (n) **“Exchange Policies”** means the policies, bylaws, rules and regulations of the Exchange governing the granting of options by the Company, as amended from time to time;
- (o) **“Exercise Price”** means the amount payable per Share on the exercise of an Option, as determined in accordance with the terms hereof;
- (p) **“Expiry Date”** means 5:00 p.m. (Vancouver time) on the day on which an Option expires as specified in the Option Agreement therefor or in accordance with the terms of this Plan;
- (q) **“Fair Market Value”** means, as of any date, the value of the Common Shares, determined as follows:
- (i) if the Common Shares are listed on the CSE, the Fair Market Value shall be the greater of the closing sales price for such shares as quoted on such Exchange for the market trading day:
 - (A) immediately prior to the Date of Grant; or
 - (B) on the Date of Grant;
 - (ii) if the Common Shares are listed on an Exchange other than the CSE, the fair market value shall be the closing sales price of such shares (or the closing bid, if no sales were reported) as quoted on such Exchange for the market trading day immediately prior to the time of determination less any discount permitted by such Exchange; and
 - (iii) if the Common Shares are not listed on an Exchange, the Fair Market Value shall be determined in good faith by the Board;
- (r) **“Grant Date”** for an Option means the date of grant thereof by the Board;
- (s) **“Incentive Stock Options”** has the meaning set forth in Section 8.1 of this Plan;
- (t) **“Income Tax Act”** means the *Income Tax Act* (Canada), as amended from time to time;
- (u) **“Insider”** has the meaning ascribed thereto in the Securities Act;

(v) **“Investor Relations Activities”** means any activities or communications, by or on behalf of the Company or a shareholder of the Company, that promote or reasonably could be expected to promote the purchase or sale of securities of the Company, but does not include:

(i) the dissemination of information or preparation of records in the ordinary course of business of the Company:

(A) to promote the sale of products or services of the Company, or

(B) to raise public awareness of the Company,

that cannot reasonably be considered to promote the purchase or sale of securities of the Company,

(ii) activities or communications necessary to comply with the requirements of:

(A) applicable Securities Laws,

(B) the Exchange, or

(C) the bylaws, rules or other regulatory instruments of any self-regulatory body or exchange having jurisdiction over the Company; or

(iii) activities or communications that may be otherwise specified by the Exchange;

(w) **“Option”** means the right to purchase Shares granted hereunder to an Eligible Person;

(x) **“Option Agreement”** means the stock option agreement between the Company and an Eligible Person whereby the Company provides notice of grant of an Option to such Eligible Person;

(y) **“Optioned Shares”** means Shares that may be issued in the future to an Eligible Person upon the exercise of an Option;

(z) **“Optionee”** means the recipient of an Option hereunder, their heirs, executors and administrators;

(aa) **“Officer”** means any senior officer of the Company or an Affiliate;

(bb) **“Plan”** means this incentive stock option plan, as amended from time to time;

(cc) **“Securities Act”** means the *Securities Act* (British Columbia), as amended from time to time;

(dd) **“Securities Laws”** means the applicable acts, policies, bylaws, rules and regulations of the securities commissions governing the granting of Options by the Company, as amended from time to time;

(ee) **“Security Based Compensation Arrangements”** means any incentive plan or compensation mechanism of the Company (other than this Plan) that involves the issuance or potential issuance of the securities of the Company, which for greater certainty, includes the Company’s restricted share unit plan;

(ff) “**Shares**” means the common shares in the capital of the Company, provided that, in the event of any adjustment pursuant to Section 4.7, “Shares” shall thereafter mean the shares or other property resulting from the events giving rise to the adjustment;

(gg) “**Subsidiary**” has the meaning ascribed thereto in the Securities Act;

(hh) “**U.S. Participant**” has the meaning set forth in Section **Error! Reference source not found.** of this Plan; and

(ii) “**U.S. Securities Act**” means the United States Securities Act of 1933, as amended.

1.2 Gender. Throughout this Plan, whenever the singular or masculine or neuter is used, the same shall be construed as meaning the plural or feminine or body politic or corporate, and vice-versa as the context or reference may require.

1.3 Currency. Unless otherwise indicated, all dollar amounts referred to in this Plan are in Canadian funds.

1.4 Interpretation. This Plan will be governed by and construed in accordance with the laws of the Province of British Columbia without giving effect to any choice or conflict of law provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

PART 2 PURPOSE

2.1 Purpose. The purpose of this Plan is to attract and retain Directors, Officers, Employees and Consultants and to motivate them to advance the interests of the Company by affording them with the opportunity to acquire an equity interest in the Company through Options granted under this Plan.

PART 3 GRANTING OF OPTIONS

3.1 Establishment of Plan. This Plan is hereby established to recognize contributions made by Eligible Persons and to create an incentive for their continuing assistance to the Company and its Affiliates.

3.2 Eligibility. Options to purchase Shares may be granted hereunder to Eligible Persons from time to time by the Board.

3.3 Options Granted Under the Plan. All Options granted under the Plan will be evidenced by an Option Agreement in such form determined by the Board setting forth the number of Optioned Shares, the term of the Option, the vesting terms, if any, the Exercise Price and such other terms as determined by the Board.

3.4 Terms Incorporated. Subject to specific variations approved by the Board, all terms and conditions set out herein will be deemed to be incorporated into and form part of an Option Agreement made hereunder. In the event of any discrepancy between this Plan and an Option Agreement, the provisions of this Plan shall govern.

3.5 Limitations on Shares Available for Issuance. Unless authorized by the shareholders of the Company in accordance with applicable Securities Laws, the number of Shares reserved for issuance under this Plan, together with all of the Company’s other previously established or proposed stock options, stock option plans, employee stock purchase plans or any other compensation or incentive

mechanisms involving the issuance or potential issuance of Shares, is subject to the restrictions imposed under applicable Securities Laws or Exchange Policies.

3.6 Options Not Exercised. In the event an Option granted under the Plan expires unexercised, is terminated or is otherwise lawfully cancelled prior to exercise of the Option, the Optioned Shares that were issuable thereunder will be returned to the Plan and will be available again for an grant under this Plan.

3.7 Acceleration of Unvested Options. If there is a Change of Control, then all outstanding Options, whether fully vested and exercisable or remaining subject to vesting provisions or other limitations on exercise, shall be exercisable in full.

3.8 Powers of the Board. The Board will be responsible for the general administration of the Plan and the proper execution of its provisions, the interpretation of the Plan and the determination of all questions arising hereunder. Without limiting the generality of the foregoing, the Board has the power to:

- (a) allot Shares for issuance in connection with the exercise of Options;
- (b) grant Options hereunder;
- (c) subject to appropriate shareholder and regulatory approval, amend, suspend, terminate or discontinue the Plan, or revoke or alter any action taken in connection therewith, except that no general amendment or suspension of the Plan will, without the written consent of all applicable Optionees, alter or impair any Option previously granted under the Plan;
- (d) delegate all or such portion of its powers hereunder as it may determine to one or more committees of the Board, either indefinitely or for such period of time as it may specify, and thereafter each such committee may exercise the powers and discharge the duties of the Board in respect of the Plan so delegated to the same extent as the Board is hereby authorized so to do; and
- (e) may in its sole discretion amend this Plan (except for previously granted and outstanding Options) to reduce the benefits that may be granted to Eligible Persons (before a particular Option is granted) subject to the other terms hereof.

PART 4 TERMS AND CONDITIONS OF OPTIONS

4.1 Exercise Price. The Board shall establish the Exercise Price at the time each Option is granted, subject to the following conditions:

- (a) if the Shares are listed on an Exchange, then the Exercise Price for the Options granted will not be less than the minimum prevailing price permitted by the Exchange;
- (b) if the Shares are not listed, posted and trading on any stock exchange or quoted on any quotation system, then the Exercise Price for the Options granted will be determined by the Board at the time of granting; and
- (c) in all other cases, the Exercise Price shall be determined in accordance with the applicable Securities Laws and Exchange Policies.

4.2 Term of Option. The Board shall establish the Expiry Date for each Option at the time such Option is granted, subject to the following conditions:

(a) the Option will expire upon the occurrence of any event set out in Section 4.6 and at the time period set out therein; and

(b) the Expiry Date cannot be longer than the maximum exercise period as determined by the applicable Securities Laws and Exchange Policies.

4.3 Automatic Extension of Term of Option. The Expiry Date will be automatically extended if the Expiry Date falls within a blackout period during which the Company prohibits Optionees from exercising their Options, provided that:

(a) the blackout period has been formally imposed by the Company pursuant to its internal trading policies as a result of the bona fide existence of undisclosed material information (as defined in applicable Securities Laws and Exchange Policies);

(b) the blackout period expires upon the general disclosure of the undisclosed material information and the expiry date of the affected Options is extended to no later than ten (10) business days after the expiry of the blackout period; and

(c) the automatic extension will not be permitted where the Optionee or the Company is subject to a cease trade order (or similar order under applicable securities laws) in respect of the Company's securities.

4.4 Vesting of Options.

(a) No Option shall be exercisable until it has vested. The Board shall establish a vesting period or periods at the time each Option is granted to an Eligible Person, subject to the compliance with applicable Securities Laws and Exchange Policies.

(b) If no vesting schedule is specified at the time of grant and the Optionee is not performing Investor Relations Activities, the Option shall vest immediately.

4.5 Non Assignable. Subject to Section 4.6, all Options will be exercisable only by the Optionee to whom they are granted and will not be assignable or transferable.

4.6 Termination of Option. Unless the Board determines otherwise, the Options will terminate in the following circumstances:

(a) Termination of Services For Cause. If the engagement of the Optionee as a Director, Officer, Employee or Consultant is terminated for cause (as determined by common law), any Option granted hereunder to such Optionee shall terminate and cease to be exercisable immediately upon the Optionee ceasing to be a Director, Officer, Employee or Consultant by reason of termination for cause;

(b) Termination of Services Without Cause or Upon by Resignation. If the engagement of the Optionee as a Director, Officer, Employee or Consultant of the Company is terminated for any reason other than cause (as determined by common law), disability or death, or if such Director, Officer, Employee, or Consultant resigns, as the case may be, the Optionee may exercise any Option granted hereunder to the extent that such Option was exercisable and had vested on the date of termination until the date that is the earlier of (i) the Expiry Date, and (ii) the date that is 30 days after the effective date of the Optionee ceasing to be a Director, Officer, Employee or Consultant for such reason or because of such resignation, or such other date as is set forth in the Option Agreement;

(c) Death. If the Optionee dies, the Optionee's lawful personal representatives, heirs or executors may exercise any Option granted hereunder to the Optionee to the extent such Option was exercisable and had vested on the date of death until the earlier of (i) the Expiry Date, and (ii) one year after the date of death of such Optionee;

(d) Disability. If the Optionee ceases to be an Eligible Person due to his Disability, or, in the case of an Optionee that is a company, the Disability of the person who provides management or consulting services to the Company or to an Affiliate, the Optionee may exercise any Option granted hereunder to the extent that such Option was exercisable and had vested on the Date of Disability until the earlier of (i) the Expiry Date, and (ii) the date that is one year after the Date of Disability; and

(e) Changes in Status of Eligible Person. If the Optionee ceases to be one type of Eligible Person but concurrently is or becomes one or more other type of Eligible Person, the Option will not terminate but will continue in full force and effect and the Optionee may exercise the Option until the earlier of (i) the Expiry Date, and (ii) the applicable date set forth in Sections 4.6(a) to 4.6(d) above where the Optionee ceases to be any type of Eligible Person. If the Optionee is an Employee, the Option will not be affected by any change of the Optionee's employment where the Optionee continues to be employed by the Company or an Affiliate.

4.7 Adjustment of the Number of Optioned Shares. The number of Common Shares subject to an Option will be subject to adjustment in the events and in the manner following:

(a) Following the date an Option is granted, the exercise price for and the number of Optioned Shares which are subject to an Option will be adjusted, with respect to the then unexercised portion thereof, in the events and in accordance with the provisions and rules set out in this Section 4.7, with the intent that the rights of Optionees under their Options are, to the extent possible, preserved and maintained notwithstanding the occurrence of such events. Any dispute that arises at any time with respect to any adjustment pursuant to such provisions and rules will be conclusively determined by the Board, and any such determination will be binding on the Company, the Optionee and all other affected parties.

(b) If there is a change in the outstanding Shares by reason of any share consolidation or split, reclassification or other capital reorganization, or a stock dividend, arrangement, amalgamation, merger or combination, or any other change to, event affecting, exchange of or corporate change or transaction affecting the Shares, the Board shall make, as it shall deem advisable and subject to the requisite approval of the relevant regulatory authorities, appropriate substitution and/or adjustment in:

(i) the number and kind of shares or other securities or property reserved or to be allotted for issuance pursuant to this Plan;

(ii) the number and kind of shares or other securities or property reserved or to be allotted for issuance pursuant to any outstanding unexercised Options, and in the exercise price for such shares or other securities or property; and

(iii) the vesting of any Options, including the accelerated vesting thereof on conditions the Board deems advisable, and if the Company undertakes an arrangement or is amalgamated, merged or combined with another corporation, the Board shall make such provision for the protection of the rights of Optionees as it shall deem advisable.

(c) If the outstanding Shares are changed into or exchanged for a different number of shares or into or for other securities of the Company or securities of another company or entity, in a manner other than as specified in Section 4.6(b), then the Board, in its sole discretion, may make such adjustment to the securities to be issued pursuant to any exercise of the Option and the exercise price to be paid for each such security following such event as the Board in its sole and absolute discretion determines to be equitable to give effect to the principle described in Section 4.7, and such adjustments shall be effective and binding upon the Company and the Optionee for all purposes.

(d) No adjustment provided in this Section 4.7 shall require the Company to issue a fractional share and the total adjustment with respect to each Option shall be limited accordingly.

(e) The grant or existence of an Option shall not in any way limit or restrict the right or power of the Company to effect adjustments, reclassifications, reorganizations, arrangements or changes of its capital or business structure, or to amalgamate, merge, consolidate, dissolve or liquidate, or to sell or transfer all or any part of its business or assets.

PART 5 COMMITMENT AND EXERCISE PROCEDURES

5.1 Option Agreement. Upon grant of an Option hereunder, an authorized director, officer or agent of the Company will deliver to the Optionee an Option Agreement detailing the terms of such Options and upon such delivery the Optionee will be subject to the Plan and have the right to purchase the Optioned Shares at the Exercise Price set out therein subject to the terms and conditions hereof.

5.2 Manner of Exercise. An Optionee who wishes to exercise his Option, in its entirety or any portion thereof, may do so by delivering:

(a) a notice of exercise to the Company specifying the number of Optioned Shares being acquired pursuant to the Option; and

(b) subject to subsection (c) below, cash, a certified cheque or a bank draft payable to the Company for the aggregate Exercise Price for the Optioned Shares being acquired.

(c) In lieu of exercising an Option in accordance with subsection (b) above, the Board may permit and, in such case, an Optionee may elect to receive, without payment by the Optionee of any additional consideration, Common Shares equal to the value of the Option (or the portion thereof being exercised) by surrender of the Option at the principal office of the Company, together with written notice reflecting such cashless exercise, in which event the Company shall issue to the Optionee a number of Common Shares computed using the following formula:

$$X = \frac{Y(A - B)}{A}$$

| | | |
|--------|-----|---|
| Where: | X = | The number of Common Shares to be issued to the Optionee pursuant to the cashless exercise; |
| | Y = | The number of Common Shares in respect of which the cashless exercise election is made; |
| | A = | The fair market value of one Common Share at the date of exercise of the Option; and |

B = The exercise price of the Option.

For the purposes of this subsection, the fair market value of one Common Share as of a particular date shall be the closing price of the Common Shares on the last trading day prior to the particular date. If applicable, upon a cashless exercise in accordance with this subsection, the number of Common Shares which may be issued under this Plan shall be reduced by the number of Common Shares referred to above as "X" and not the number referred to as "Y".

5.3 Subsequent Exercises. If an Optionee exercises only a portion of the total number of his Options, then the Optionee may, from time to time, subsequently exercise all or part of the remaining Options until the Expiry Date.

5.4 Delivery of Certificate and Hold Periods. As soon as practicable after receipt of the Notice of Exercise described in Section 5.2 and payment in full for the Optioned Shares being received by the Company, the Company will or will direct its transfer agent to issue a certificate to the Optionee for the appropriate number of Optioned Shares. Such certificate issued may bear a legend stipulating any resale restrictions required under applicable Securities Laws and Exchange Policies.

5.5 Withholding. The Company may withhold from any amount payable to an Optionee, either under this Plan or otherwise, such amount as it reasonably believes is necessary to enable the Company to comply with the applicable requirements of any federal, provincial, local or foreign law, or any administrative policy of any applicable tax authority, relating to the withholding of tax or any other required deductions with respect to options (the "**Withholding Obligations**"). The Company may also satisfy any liability for the Withholding Obligations, on such terms and conditions as the Company may determine in its discretion, by:

(a) requiring an Optionee, as a condition to the exercise of any Options, to make such arrangements as the Company may require so that the Company can satisfy the Withholding Obligations including, without limitation, requiring the Optionee to remit to the Company in advance, or reimburse the Company for, the Withholding Obligations; or

(b) selling on the Optionee's behalf, or requiring the Optionee to sell, Optioned Shares acquired by the Optionee under the Plan, or retaining any amount which would otherwise be payable to the Optionee in connection with any such sale.

PART 6 AMENDMENTS

6.1 Amendment of the Plan. The Board reserves the right, in its absolute discretion, to at any time amend, modify or terminate the Plan with respect to all Shares in respect of Options which have not yet been granted hereunder. Any amendment to any provision of the Plan will be subject to shareholder approval, if applicable, and any necessary regulatory approvals. If this Plan is suspended or terminated, the provisions of this Plan and any administrative guidelines, rules and regulations relating to this Plan shall continue in effect for the duration of such time as any Option remains outstanding.

6.2 Amendment of Outstanding Options. The Board may amend any Option with the consent of the affected Optionee and the Exchange, if required, including any shareholder approval required by the Exchange Policies or applicable Securities Laws.

6.3 Amendment Subject to Approval. If the amendment of an Option requires shareholder or regulatory approval, such amendment may be made prior to such approvals being given, but no such amended Options may be exercised unless and until such approvals are given.

**PART 7
GENERAL**

7.1 Exclusion from Severance Allowance, Retirement Allowance or Termination Settlement. If the Optionee retires, resigns or is terminated from employment or engagement with the Company or Affiliate, the loss or limitation, if any, pursuant to the Option Agreement with respect to the right to purchase Optioned Shares, shall not give rise to any right to damages and shall not be included in the calculation of nor form any part of any severance allowance, retiring allowance or termination settlement of any kind whatsoever in respect of such Optionee.

7.2 Employment and Services. Nothing contained in the Plan will confer upon or imply in favour of any Optionee any right with respect to office, employment or provision of services with the Company, or interfere in any way with the right of the Company to lawfully terminate the Optionee's office, employment or service at any time pursuant to the arrangements pertaining to same. Participation in the Plan by an Optionee is voluntary.

7.3 No Rights as Shareholder. Nothing contained in this Plan nor in any Option granted thereunder shall be deemed to give any Optionee any interest or title in or to any Shares or any rights as a shareholder of the Company or any other legal or equitable right against the Company whatsoever other than as set forth in this Plan and pursuant to the exercise of any Option in accordance with the provisions of the Plan and the Option Agreement.

7.4 No Representation or Warranty. The Company makes no representation or warranty as to the future market value of Optioned Shares issued in accordance with the provisions of the Plan or to the effect of the *Income Tax Act* (Canada) or any other taxing statute governing the Options or the Optioned Shares issuable thereunder or the tax consequences to a Optionee. Compliance with applicable Securities Laws as to the disclosure and resale obligations of each Optionee is the responsibility of such Optionee and not the Company.

7.5 Other Arrangements. Nothing contained herein shall prevent the Board from adopting other or additional compensation arrangements, subject to any required approval.

7.6 No Fettering of Discretion. The awarding of Options under this Plan is a matter to be determined solely in the discretion of the Board. This Plan shall not in any way fetter, limit, obligate, restrict or constrain the Board with regard to the allotment or issue of any Shares or any other securities in the capital of the Company or any of its Affiliates other than as specifically provided for in this Plan.

**PART 8
GRANTS TO US PARTICIPANTS**

8.1 Grants to US Participants. For purposes of this Section 8.1, a U.S. Participant shall mean an Eligible Person who is a U.S. citizen or a U.S. resident for U.S. federal tax purposes, in each case as defined in the U.S. Internal Revenue Code of 1986, as amended. In addition to the other provisions of this Plan (and notwithstanding any other provision of this Plan to the contrary), the following limitations and requirements will apply to any Option granted to a U.S. Participant:

- (a) the Option Price payable per Option Share upon exercise of an Option will not be less than 100% of the Fair Market Value of the Option Shares before the Date of Grant (on Exchange, or another stock exchange where the majority of the trading volume and value of the Common Shares occurs). For purposes of this Section 8.1, Fair Market Value shall be calculated without regard to any discount permitted by the CSE or any Exchange;

(b) with respect to payments made pursuant to Section 5.2(b) of this Plan, the fair market value of one Common Share as of a particular date shall be the Fair Market Value, as determined under Section 1(m) of this Plan, replacing "Date of Grant" with "date of exercise" and shall be calculated without regard to any discount permitted by the CSE or any Exchange;

(c) the Board may use its reasonable efforts to ensure that any adjustment with respect to the Option Price for and number of Option Shares subject to an Option (including, but not limited to, the adjustments contemplated under Section **Error! Reference source not found.** above) granted to a U.S. Participant pursuant to this Plan will be made so as to comply with, and not create any adverse consequences under, sections 424 and 409A of the Code; and

(d) Options granted to U.S. Participants are that are intended to qualify as an "incentive stock options" within the meaning of section 422 of the Code ("Incentive Stock Options") shall, notwithstanding any other provision of this Plan to the contrary, be subject to the following limitations and requirements:

(i) The maximum number of Option Shares reserved for issuance under this Plan and under any other Security Based Compensation Arrangement shall not exceed [_____].

(ii) An Incentive Stock Option may be granted only to employees (including a director or officer who is also an employee) of the Company (or of any parent or subsidiary of the Company). For purposes of this Section 8.1, the term Optionee, as applied to a U.S. Participant, shall mean a person who is an employee for purposes of the Code and the terms "parent" and "subsidiary" shall have the meanings set forth in sections 424(e) and 424(f) of the Code;

(iii) The Company will not grant Incentive Stock Options in which the aggregate Fair Market Value (determined as of the Date of Grant) of the Option Shares with respect to which Incentive Stock Options are exercisable for the first time by any U.S. Participant during any calendar year (under this Plan and all other plans of the Company and of any parent or subsidiary of the Company) exceeds US\$100,000 or any limitation subsequently set forth in section 422(d) of the Code;

(iv) The Option Price payable per Option Share upon exercise of an Incentive Stock Option will not be less than 100% of the Fair Market Value of an Option Share on the Date of Grant; provided, however, that, in the case of the grant of an Incentive Stock Option to a U.S. Participant who, at the time such Incentive Stock Option is granted, is a 10% shareholder, the Option Price payable per Option Share upon exercise of such Incentive Stock Option will be not less than 110% of the Fair Market Value of a Share on the Date of Grant;

(v) An Incentive Stock Option will terminate and no longer be exercisable no later than ten years after the Date of Grant; provided, however, that in the case of a grant of an Incentive Stock Option to a U.S. Participant who, at the time such Incentive Stock Option is granted, is a 10% shareholder, such Incentive Stock Option will terminate and no longer be exercisable no later than five years after the Date of Grant;

(vi) If a U.S. Participant who has been granted Incentive Stock Options ceases to be employed by the Company (or by any parent or subsidiary of the Company) for any reason, whether voluntary or involuntary, other than death, permanent disability or cause, such Incentive Stock Option shall cease to qualify as an Incentive Stock Option as of the earlier of (i) the date that is three months after the date of cessation of

employment or (ii) the expiration of the term of such Incentive Stock Option. If a U.S. Participant who has been granted Incentive Stock Options ceases to be employed by the Company (or by any parent or subsidiary of the Company) because of the death or permanent disability of such U.S. Participant, such U.S. Participant, then such Incentive Stock Option shall cease to qualify as an Incentive Stock Option as of the earlier of (i) the date that is one year after the date of death or permanent disability, as the case may be, or (ii) the expiration of the term of such Incentive Stock Option. Nothing herein is intended to require the Option to remain outstanding any longer than as required under section 4.2 of the Plan. For purposes of this Section 8.1, the term "permanent disability" has the meaning assigned to that term in section 422(e)(3) of the Code;

(vii) An Incentive Stock Option granted to a U.S. Participant may be exercised during such U.S. Participant's lifetime only by such U.S. Participant;

(viii) An Incentive Stock Option granted to a U.S. Participant may not be transferred, assigned or pledged by such U.S. Participant, except by will or by the laws of descent and distribution; and

(ix) No Incentive Stock Option will be granted more than ten years after the earlier of the date this Plan is adopted by the Board or the date this Plan is approved by the shareholders of the Company.

PART 9
EFFECTIVE DATE OF PLAN

Effective Date. This Plan shall become effective upon its approval by the Board.

SCHEDULE B

AUDIT COMMITTEE CHARTER

ADURO CLEAN TECHNOLOGIES INC.
AUDIT COMMITTEE CHARTER

This charter (“Charter”) sets forth the purpose, composition, responsibilities, duties, powers and authority of the Audit Committee (“Committee”) of the Board of Directors (“Board”) of Aduro Clean Technologies Inc. (“Corporation”).

1. PURPOSE

- 1.1 The purpose of the Committee is to assist the Board in fulfilling its oversight responsibilities with respect to:
- (a) financial reporting and disclosure requirements;
 - (b) ensuring that an effective risk management and financial control framework has been implemented by management of Corporation; and
 - (c) external audit processes.

2. COMPOSITION AND MEMBERSHIP

- 2.1 The Board will appoint the members (“Members”) of the Committee. The Members will be appointed to hold office until their successors are appointed. The Board may remove a Member at any time and may fill any vacancy occurring on the Committee. A Member may resign at any time and a Member will cease to be a Member upon ceasing to be a director.
- 2.2 The Committee will consist of at least three directors, all of who meet the criteria for financial literacy and a majority of who meet the criteria for independence established by applicable laws and the rules of the stock exchange upon which Corporation’s securities are listed, including *Multilateral Instrument 52-110 - Audit Committees*. In addition, each director will be free of any relationship which could, in the view of the Board, reasonably interfere with the exercise of a member’s independent judgment.
- 2.3 The Board will appoint one of the Members to act as the Chair of the Committee. The secretary of Corporation (“Corporate Secretary”) will be the secretary of all meetings and will maintain minutes of all meetings and deliberations of the Committee. In the absence of the Corporate Secretary at any meeting, the Committee will appoint another person who may, but need not, be a Member to be the secretary of that meeting.

3. MEETINGS

- 3.1 Meetings of the Committee will be held at such times and places as the Chair may determine, but in any event not less than four (4) times per year. Twenty-four (24) hours advance notice of each meeting will be given to each Member orally, by telephone, by facsimile or email, unless all Members are present and waive notice, or if those absent waive notice before or after a meeting. Members may attend all meetings either in person or by conference call.
- 3.2 At the request of the external auditors of Corporation, the Chief Executive Officer or the Chief Financial Officer of Corporation or any member of the Committee, the Chair will convene a meeting of the Committee. Any such request will set out in reasonable detail the business proposed to be conducted at the meeting so requested.
- 3.3 The Chair, if present, will act as the Chair of meetings of the Committee. If the Chair is not present at a meeting of the Committee, then the Members present may select one of their number to act as Chair of the meeting.
- 3.4 Two Members will constitute a quorum for a meeting of the Committee. Each Member will have one vote and decisions of the Committee will be made by an affirmative vote of the majority. The Chair will not have a deciding or casting vote in the case of an equality of votes. Powers of the Committee may also be exercised by written resolution signed by all Members.
- 3.5 The Committee may invite from time to time such persons as it sees fit to attend its meetings and to take part in the discussion and consideration of the affairs of the Committee. The Committee may meet in camera without management at each meeting of the Committee.
- 3.6 In advance of every regular meeting of the Committee, the Chair, with the assistance of the Corporate Secretary, will prepare and distribute to the Members and others, as deemed appropriate by the Chair, an agenda of matters to be addressed at the meeting together with appropriate briefing materials. The Committee may require officers and employees of Corporation to produce such information and reports as the Committee may deem appropriate in order to fulfill its duties.

4. DUTIES AND RESPONSIBILITIES

4.1 Financial Reporting and Disclosure

- (a) Review and recommend to the Board for approval, the audited annual financial statements, including the auditors' report thereon, the quarterly financial statements, management discussion and analysis, financial reports, guidance with respect to earnings per share, any public release of financial information through press release or otherwise, and similar disclosure documents with such documents to indicate whether such information has been reviewed by the Chair of the Audit Committee, the Board or the Committee;
- (b) Review with management of Corporation and with external auditors significant accounting principles and disclosure issues and alternative treatments under International Financial Reporting Standards ("IFRS"), all with a view to gaining reasonable assurance that financial statements are accurate, complete and present fairly Corporation's financial position and the results of its operations in accordance with IFRS, as applicable; and,

4.2 Internal Controls and Audit

- (a) Review and assess the adequacy and effectiveness of Corporation's system of internal control and management information systems through discussions with management and the external auditor to ensure that Corporation maintains:
 - (i) the necessary books, records and accounts in sufficient detail to accurately and fairly reflect Corporation's transactions;
 - (ii) effective internal control systems; and
 - (iii) adequate processes for assessing the risk of material misstatement of the financial statements and for detecting control weaknesses or fraud.
- (b) Satisfy itself that management has established adequate procedures for the review of Corporation's disclosure of financial information extracted or derived from Corporation's financial statements;
- (c) Satisfy itself that management has periodically assessed the adequacy of internal controls, systems and procedures in order to ensure compliance with regulatory requirements and recommendations;
- (d) Review and discuss Corporation's major financial risk exposures and the steps taken to monitor and control such exposures, including the use of any financial derivatives and hedging activities;
- (e) Review and assess, and in the Committee's discretion make recommendations to the Board regarding, the adequacy of Corporation's risk management policies and procedures with regard to identification of Corporation's principal risks and implementation of appropriate systems to manage such risks, including an assessment of the adequacy of insurance coverage maintained by Corporation; and
- (f) Review and assess annually, and in the Committee's discretion make recommendations to the Board regarding Corporation's investment policy.

4.3 External Audit

- (a) Recommend to the Board a firm of external auditors to be engaged by Corporation;
- (b) Ensure the external auditors report directly to the Committee on a regular basis;
- (c) Review the independence of the external auditors, including a written report from the external auditors respecting their independence and consideration of applicable auditor independence standards;
- (d) Review and approve the fee, scope and timing of the audit and other related services rendered by the external auditors;
- (e) Establish and maintain a direct line of communication with Corporation's external and internal auditors;
- (f) Meet in camera with only the auditors, with only management, and with only the members of the Committee;
- (g) Review the performance of the external auditors who are accountable to the Committee and the Board as representatives of the shareholders, including the lead partner of the independent auditor's team;
- (h) Oversee the work of the external auditors appointed by the shareholders of Corporation with respect to preparing and issuing an audit report or performing other audit, review or attest services for Corporation, including the resolution of issues between management of Corporation and the external auditors regarding financial disclosure;
- (i) Review the results of the external audit and the report thereon including, without limitation, a discussion with the external auditors as to the quality of accounting principles used, any alternative treatments of financial information that have been discussed with management of Corporation, and the ramifications of their use as well as any other material changes. Review a report describing all material written communication between management and the auditors such as management letters and schedule of unadjusted differences;
- (j) Discuss with the external auditors their perception of Corporation's financial and accounting personnel, records and systems, the cooperation which the external auditors received during their course of their review,

and availability of records, data and other requested information and any recommendations with respect thereto;

- (k) Review the reasons for any proposed change in the external auditors which is not initiated by the Committee or Board and any other significant issues related to the change, including the response of the incumbent auditors, and enquire as to the qualifications of the proposed auditors before making its recommendations to the Board; and
- (l) Review annually a report from the external auditors in respect of their internal quality-control procedures, any material issues raised by the most recent internal quality-control review, or peer review of the external auditors.

4.4 Associated Responsibilities

- (a) Monitor and periodically review the whistleblower policy and associated procedures for:
 - (i) the receipt, retention and treatment of complaints received by Corporation regarding accounting, internal accounting controls or auditing matters;
 - (ii) the confidential, anonymous submission by directors, officers and employees of Corporation of concerns regarding questionable accounting or auditing matters; and
 - (iii) any violations of any applicable law, rule or regulation that relates to corporate reporting and disclosure, or violations of Corporation's Code of Business Conduct & Ethics or governance policies;
- (b) Review and approve Corporation's hiring policies regarding employees and partners, and former employees and partners, of the present and former external auditor of Corporation.

4.5 Non-Audit Services

Pre-approve all non-audit services to be provided to Corporation or any subsidiary entities by its external auditors or by the external auditors of such subsidiary entities. The Committee may delegate to one or more of its members the authority to pre-approve non-audit services but pre-approval by such member or members so delegated shall be presented to the full audit committee at its first scheduled meeting following such pre-approval.

4.6 Oversight Function

While the Committee has the responsibilities and powers set forth in this Charter, it is not the duty of the Committee to plan or conduct audits or to determine that Corporation's financial statements are complete and accurate or are in accordance with IFRS and applicable rules and regulations. These are the responsibilities of Management and the external auditors. The Committee, the Chair and any Members identified as having accounting or related financial expertise are members of the Board, appointed to the Committee to provide broad oversight of the financial, risk and control related activities of Corporation, and are specifically not accountable or responsible for the day to day operation or performance of such activities. Although the designation of a Member as having accounting or related financial expertise for disclosure purposes is based on that individual's education and experience, which that individual will bring to bear in carrying out his or her duties on the Committee, such designation does not impose on such person any duties, obligations or liability that are greater than the duties, obligations and liability imposed on such person as a member of the Committee and Board in the absence of such designation. Rather, the role of a Member who is identified as having accounting or related financial expertise, like the role of all Members, is to oversee the process, not to certify or guarantee the internal or external audit of Corporation's financial information or public disclosure.

5. REPORTING

- 5.1 The Chair will report to the Board at each Board meeting on the Committee's activities since the last Board meeting. The Committee will annually review and approve the Committee's report for inclusion in the management proxy circular. The Corporate Secretary will circulate the minutes of each meeting of the Committee to the members of the Board.

6. ACCESS TO INFORMATION AND AUTHORITY

- 6.1 The Committee will be granted unrestricted access to all information regarding Corporation and all directors, officers and employees will be directed to cooperate as requested by members of the Committee. The Committee has the authority to retain, at Corporation's expense, independent legal, financial and other advisors, consultants and experts, to assist the Committee in fulfilling its duties and responsibilities. The Committee also has the authority to communicate directly with internal and external auditors.

7. REVIEW OF CHARTER

7.1 The Committee will annually review and assess the adequacy of this Charter and recommend any proposed changes to the Board for consideration.