

## FANTASY 360 TECHNOLOGIES INC.

### EQUITY INCENTIVE PLAN

#### SECTION 1. Purpose; Definitions.

(a) Purpose. The purpose of this Equity Incentive Plan (the “**Plan**”) is to enable Fantasy 360 Technologies Inc. (the “**Corporation**”) and its Affiliates (as defined herein) to:

- (i) recruit and retain highly qualified personnel;
- (ii) provide those personnel with an incentive for productivity;
- (iii) provide an opportunity to those personnel to earn competitive total compensation; and
- (iv) provide those personnel with an opportunity to share in the growth and value of the Corporation.

(b) Definitions. For purposes of the Plan, the following initially capitalized words and phrases will be defined as set forth below, unless the context clearly requires a different meaning:

- (i) “**Affiliate**” means any Person that is a Subsidiary of the Corporation, or directly or indirectly controls, or is controlled by, or is under common control with, the Corporation (or their successors).
- (ii) “**Award**” means a grant of Options, RSUs and/or DSUs pursuant to the provisions of the Plan.
- (iii) “**Award Agreement**” means, with respect to Options, RSUs and DSUs, the written document that sets forth the terms of that particular Award.
- (iv) “**Black Out Period**” means any period during which a policy of the Corporation prevents an Insider (or any other holder of the Corporation’s securities) from trading in the Shares.
- (v) “**Board**” means the board of Directors of the Corporation, as constituted from time to time; provided, however, that if the Board appoints a Committee to perform some or all of the Board’s administrative functions hereunder pursuant to Section 2, references in the Plan to the “Board” will be deemed to also refer to that Committee in connection with matters to be performed by that Committee.
- (vi) “**Business Day**” means a day, other than a Saturday, a Sunday or a statutory holiday in Vancouver, British Columbia.

- (vii) **“Cash Dividends”** means dividends declared and paid in cash (or in additional Shares) on any Shares, whether pursuant to regular monthly or other periodic dividends or special dividends.
- (viii) **“Cause”** means (A) conviction of, or the entry of a plea of guilty or no contest to a crime that causes the Corporation or its Affiliates public disgrace or disrepute, or adversely affects the Corporation’s or its Affiliates’ operations or financial performance or the relationship the Corporation has with its Affiliates, (B) negligence or willful misconduct with respect to the Corporation or any of its Affiliates, including, without limitation fraud, embezzlement, theft or proven dishonesty in the course of his or her employment or service; (C) refusal, failure or inability to perform any material obligation or fulfill any duty (other than any duty or obligation of the type described in clause (E) below) to the Corporation or any of its Affiliates (other than due to a Disability), which failure, refusal or inability is not cured within ten days after delivery of notice thereof; (D) material breach of any agreement with or duty owed to the Corporation or any of its Affiliates; (E) any breach of any obligation or duty to the Corporation or any of its Affiliates (whether arising by statute, common law, contract or otherwise) relating to confidentiality, non-competition, non-solicitation or proprietary rights; or (F) any other conduct that constitutes “cause” at common law.

Notwithstanding the foregoing, if a Participant and the Corporation (or any of its Affiliates) have entered into an employment agreement or other agreement that specifically defines “cause,” then with respect to such Participant, “cause” shall have the meaning defined in that employment agreement or other agreement.

- (ix) **“CEO”** means the chief executive officer of the Corporation.
- (x) **“Change in Control”** means, the occurrence of any of the following, in one transaction or a series of related transactions: (A) any Person acquires beneficial ownership within the meaning of applicable securities law, directly or indirectly, of securities of the Corporation representing more than 50% of the voting power of the Corporation’s then outstanding Shares for the election of Directors; (B) a consolidation, securities exchange, reorganization, arrangement or amalgamation of the Corporation resulting in the Shareholders immediately prior to such event not owning at least a majority of the voting power of the resulting entity’s securities outstanding immediately following such event; (C) the sale or other disposition of all or substantially all the assets of the Corporation (other than a transfer of financial assets made in the ordinary course of business for the purpose of securitization); (D) a liquidation or dissolution of the Corporation; or (E) any similar event deemed by the Board to constitute a Change in Control for purposes of the Plan.

Notwithstanding the foregoing provisions, a transaction or a series of related transactions will not constitute a Change in Control if such transaction(s) result(s) in the Corporation, any successor to the Corporation, or any successor to the Corporation’s business, being controlled, directly or indirectly, by the same

Person or Persons who controlled the Corporation, directly or indirectly, immediately before such transaction(s).

- (xi) “**Committee**” means a committee appointed by the Board in accordance with Section 2 of the Plan.
- (xii) “**Corporation**” has the meaning ascribed to such term in Section 1(a).
- (xiii) “**Director**” means a member of the Board.
- (xiv) “**Disability**” means the mental or physical state of a Participant such that the Participant has been unable as a result of illness, disease, mental or physical incapacity or similar cause to fulfill the material and substantial duties and obligations of such Participant to the Corporation or the Affiliates, as the case may be, either for any consecutive six month period or for any period of 12 months (whether or not consecutive) in any consecutive 24 month period.
- (xv) “**DSU**” means deferred share unit, a right granted under and subject to restrictions pursuant to Section 7 hereof.
- (xvi) “**DSU Account**” has the meaning ascribed to such term in Section 7(e) hereof.
- (xvii) “**DSU Component**” means the component(s) of the Plan relating to DSUs.
- (xviii) “**Exchange**” means the Canadian Securities Exchange, or such other principal securities exchange on which the majority of trading in the Shares occurs;
- (xix) “**Fair Market Value**” means, as of any date: (i) if the Shares are not then publicly traded, the fair market value of such Shares on the day immediately preceding such date, as determined by the Board in its sole and absolute discretion; or (ii) if the Shares are publicly traded, the volume weighted average trading price of the Shares for the five trading days immediately preceding such date on the Exchange or the principal securities exchange on which the majority of the trading in the Shares occurs or, if the Shares are not then listed and posted for trading on the Exchange or any securities exchange, but are traded in the over-the-counter market, the volume weighted average trading price of the Shares for the five trading days immediately preceding such date.
- (xx) “**Insider**” means an insider as defined under applicable securities laws, other than a Person who would be deemed an “insider” only by virtue of being a director or senior officer of a Subsidiary.
- (xxi) “**New Employment**” has the meaning ascribed to such term in Section 8(b) hereof.
- (xxii) “**Option**” means any option to purchase Shares granted pursuant to Section 5 hereof or previously granted and governed by this Plan.

- (xxiii) “**Option Component**” means the component(s) of the Plan relating to the grant of Options.
- (xxiv) “**Outstanding Options**” means has the meaning ascribed to such term in Section 4(a) hereof.
- (xxv) “**Participant**” means a director, employee or officer of the Corporation or any of its Affiliates or of a designated Service Provider, or a designated Service Provider, to whom an Award is granted.
- (xxvi) “**Person**” means an individual, partnership, limited partnership, corporation, limited liability company, trust, joint venture, unincorporated association, or other entity or association.
- (xxvii) “**Plan**” means the Plan (as defined above).
- (xxviii) “**Plan Substitution**” has the meaning ascribed to such term in Section 4(d)(i).
- (xxix) “**RSU**” means a restricted share unit, a right granted under and subject to restrictions pursuant to Section 6 hereof.
- (xxx) “**RSU Component**” means the component(s) of the Plan relating to RSUs.
- (xxxi) “**RSU Settlement Date**” means the date on which Shares are issued to a Participant following the vesting of such Participant’s RSUs, such date being as soon as practicable after the vesting of such RSUs.
- (xxxii) “**Service Provider**” means a Person, other than a Director, an employee or officer of the Corporation or of an Affiliate, that:
- (A) is engaged to provide management and/or consultant services (including property management or property development services or investor relation activities) to the Corporation or an Affiliate, other than services provided in relation to a “distribution” (as defined in under applicable securities law);
  - (B) provides the services under a written contract with the Corporation or an Affiliate;
  - (C) spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or an Affiliate, and
  - (D) has a relationship with the Corporation or an Affiliate of the Corporation that enables that Person to be knowledgeable about the business and affairs of the Corporation;

and includes, for an individual service provider, a corporation of which the individual service provider is an employee or shareholder, and a partnership of which the individual service provider is an employee or partner.

(xxxiii) “**Share-Based Compensation Component**” means, collectively, the RSU Component and the DSU Component.

(xxxiv) “**Shareholder**” means a holder of Shares.

(xxxv) “**Shareholder Rights Plan**” means any Shareholder right plan adopted by the Corporation from time to time.

(xxxvi) “**Shares**” mean common shares in the capital stock of the Corporation subject to substitution or adjustment as provided in Section 4(c) hereof.

(xxxvii) “**Subsidiary**” means any partnership, corporation or trust that is a subsidiary of the Corporation, as such term is defined under subsection 2(2) of the Business Corporations Act (British Columbia), read as if the word “body corporate” includes a trust, partnership, limited liability company or other form of business organization.

(xxxviii) “**Tax Act**” means the Income Tax Act (Canada), as amended from time to time.

## **SECTION 2. Administration.**

(a) The Plan will be administered by the Board; provided however, that the Board may at any time appoint a Committee to perform some or all of the Board’s administrative functions hereunder; and provided further, that the authority of any Committee appointed pursuant to this Section 2 will be subject to such terms and conditions as the Board may prescribe and will be coextensive with, and not in lieu of, the authority of the Board hereunder.

(b) Directors who are eligible for Awards or have received Awards may vote on any matters affecting the administration of the Plan or the grant of Awards, except that no such member will act upon the grant of an Award to himself or herself, but any such member may be counted in determining the existence of a quorum at any meeting of the Board during which action is taken with respect to the grant of Awards to himself or herself.

(c) The Board will have full authority to grant Awards under the Plan. In particular, subject to the terms of the Plan, the Board will have the authority:

- (i) to select the Participants to whom Awards may from time to time be granted hereunder (consistent with the eligibility conditions set forth in Section 3);
- (ii) to determine the type of Award to be granted to any Participant hereunder;
- (iii) to determine the number of Shares, if any, to be covered by each Award; and

(iv) to establish the terms and conditions of each Award Agreement.

(d) The Board will have the authority to: (i) establish, amend and rescind such administrative rules, guidelines and practices governing the Plan as it, from time to time, deems advisable; (ii) to interpret the terms and provisions of the Plan, any Award issued under the Plan, and any Award Agreement; and (iii) to otherwise supervise the administration of the Plan. The Board may correct any defect, supply any omission or reconcile any inconsistency in the Plan or in any Award in the manner and to the extent it deems necessary to carry out the intent of the Plan.

(e) All decisions made by the Board pursuant to the provisions of the Plan will be final and binding on all Persons, including the Corporation and Participants. No Director will be liable for any good faith determination, act or omission in connection with the Plan or any Award.

### **SECTION 3. Eligibility.**

(a) Only Persons who are *bona fide* Directors, officers and employees of the Corporation or of an Affiliate or of designated Service Providers, or designated Service Providers, are eligible to be granted Awards under the Plan, provided that designated Service Providers (and directors, officers and employees of designated Service Providers) who are engaged to provide “Investor Relations Activities” (as defined under the corporate finance policies of the Exchange) are not eligible to be granted DSUs or RSUs.

(b) The CEO may from time to time recommend to the Board *bona fide* employees of the Corporation or its Affiliates, for participation in the Plan, the extent and terms of their participation and the performance measures, if any, applicable thereto.

(c) If the Exchange approves this Plan on the condition that DSUs and RSUs only be granted under the Share-Based Compensation Component if disinterested Shareholder approval (within the meaning of Exchange policies) of this Plan has been obtained at an annual meeting of Shareholders, then granting of DSUs and RSUs following such annual meeting of Shareholders shall only be permitted if such disinterested Shareholder approval has been obtained at such annual meeting.

### **SECTION 4. Shares Subject to the Plan.**

(a) Shares Subject to the Plan. The Shares to be subject to or related to Awards under the Plan will be authorized and unissued Shares of the Corporation. The maximum number of Shares that are issuable to Participants under Awards subject to this Plan is that number of Shares equal to 15% of the issued and outstanding Shares from time to time.

(b) Restriction on Awards and Shares

(i) The aggregate number of Awards granted to one Person (and corporations wholly owned by that Person) in a 12-month period must not exceed 5% of the issued and outstanding Shares of the Corporation at the time of the grant (unless the Corporation has obtained the requisite approval from disinterested Shareholders);

- (ii) The number of Shares underlying RSUs granted to any one Person (and corporations wholly owned by that Person) in a 12-month period must not exceed 1% of the issued and outstanding Shares of the Corporation at the time of the grant;
  - (iii) The number of Shares underlying DSUs granted to any Person (and corporations wholly owned by that Person) must not exceed 1% of the issued and outstanding Shares of the Corporation at the time of the grant;
  - (iv) The aggregate number of Awards granted to one Service Provider (including without limitation those Service Providers engaged in Investor Relations Activities) in a 12-month period must not exceed 2% of the issued and outstanding Shares of the Corporation at the time of the grant. Any Award granted to a Service Provider shall vest in stages over 12 months with not more than 25% of the Shares subject to the Award vesting in any 3 month period;
  - (v) The number of Options granted to Insiders (as a group), within a 12-month period at any time, pursuant to the Plan cannot exceed 10% of the issued and outstanding Shares;
  - (vi) The aggregate number of Shares issuable under the DSUs granted to Insiders (as a group), within a 12-month period must not exceed 2% of the issued and outstanding Shares of the Corporation at the time of the grant (unless the Corporation has obtained the requisite approval from disinterested Shareholders); and
  - (vii) The aggregate number of Shares issuable under the RSUs granted to Insiders (as a group), within a 12-month period must not exceed 2% of the issued and outstanding Shares of the Corporation at the time of the grant (unless the Corporation has obtained the requisite approval from disinterested Shareholders).
- (c) Effect of the Expiration or Termination of Awards. If and to the extent that an Option expires, terminates or is cancelled or forfeited for any reason without having been exercised in full, the Shares associated with that Option will again become available for grant under the Plan.
- (d) Other Adjustment. In the event of any recapitalization, reorganization, arrangement, amalgamation, split or combination, stock dividend or other similar event or transaction, substitutions or adjustments will be made by the Board in its discretion: (i) to the aggregate number, class and/or issuer of the securities reserved for issuance under the Plan; (ii) to the number, class and/or issuer of securities subject to outstanding Awards; and (iii) to the exercise price of Outstanding Options, in each case in a manner that reflects equitably the effects of such event or transaction.

The appropriate adjustments in the number of Shares under an Award and the other terms and conditions thereunder, may be made by the Board in its discretion and in order to give effect to the adjustments in the number of Shares of the Corporation resulting from the implementation and operation of the Shareholder Rights Plan.

(e) Change in Control.

- (i) Notwithstanding anything to the contrary set forth in the Plan, upon or in anticipation of any Change in Control of the Corporation, the Board may, in its sole and absolute discretion and without the need for the consent of any Participant, cancel any Award in exchange for a substitute Award with respect to the capital successor entity or its parent contingent upon the occurrence of that Change in Control (a “**Plan Substitution**”). Substitute Awards shall have no less economic value, no more stringent performance conditions, and similar vesting schedules as existing Awards.
- (ii) If a Plan Substitution is not effected by the Board, the Board may cause any or all Outstanding Options, RSUs and DSUs to become vested and immediately exercisable, provided that the Participant’s employment, service or term of office with the Corporation or an Affiliate, or the contract of the designated Service Providers with which a Participant is an officer or employee is terminated without Cause.

(f) Not a Shareholder. Under no circumstances shall Options, RSUs or DSUs be considered Shares, nor shall the holder thereof be entitled to any rights of a Shareholder, including, without limitation, any exercise of voting rights, right to receive dividends or the exercise of any other rights attaching to ownership of Shares.

**SECTION 5. Options.**

Any Option granted under the Plan will be in such form as the Board may at the time of such grant approve. The Award Agreement evidencing any Option will incorporate the following terms and conditions and will contain such additional terms and conditions (including that vesting may be subject to performance tests at the discretion of the Board), not inconsistent with the terms of the Plan, as the Board deems appropriate in its sole and absolute discretion:

- (a) Option Price. The exercise price per Share purchasable under an Option will be determined by the Board and will not be less than 100% of the last closing price of a Share on the Exchange (or any other stock exchange or market on which the Shares are principally traded) before the date of the grant, less applicable discounts permitted by the Exchange, or such other minimum exercise price as may be permitted by the Exchange. Subject to applicable regulatory requirements and approval, the Board may reprice the prevailing exercise price of an Option. Any reduction in the exercise price of an Option held by a Participant who is an Insider at the time of the proposed amendment is, however, subject to disinterested Shareholder approval if and as required by the Exchange.
- (b) Option Term. The term of each Option will be fixed by the Board, provided, however, that no Option will be exercisable more than 10 years after the date the Option is granted, except as the same may be reduced pursuant to the provisions of Section 8. No Option may be exercised by any Person after expiration of the term of the Option.



If the term of an Option of any Participant under the Plan expires during or within 10 days after the last day of a Black Out Period, then such Option shall expire on the date that is ten Business Days following the end of the Black Out Period. The Black Out Period shall not be subject to the discretion of the Board.

(c) Exercisability. Options will vest and be exercisable immediately, unless the Board determines at the time of grant that a particular Option will vest and be exercisable in whole or in part on different dates and provided that, if an Option is subject to vesting period, the Board may in its sole discretion accelerate the vesting and exercisability of such Option in whole or in part on an earlier date.

(d) Method of Exercise. Subject to the exercisability and termination provisions set forth herein and in the applicable Award Agreement, Options may be exercised in whole or in part at any time and from time to time during the term of the Option, by the delivery of written notice of exercise by the Participant to the Corporation specifying the number of Shares to be purchased. Such notice shall be accompanied by payment in full of the purchase price, either by (i) cash, certified cheque or bank draft, or (ii) by such other method as the Committee may approve or accept. If agreed to by the Board, within the last 12 month period prior to the expiry of an Option, the holder of an Option may upon notice, elect to have the Corporation purchase the Option at a price equal to the difference between the Fair Market Value of the underlying Shares and the exercise price of the Option on the date that notice is given to the Corporation and any Shares underlying any of such Options shall remain available for issuance under this Plan.

No Shares will be issued upon exercise of an Option until full payment therefor has been made. A Participant will not have the right to Cash Dividends or any other rights of a Shareholder with respect to Shares subject to the Option until the Participant has given written notice of exercise, has paid in full for such Shares, if requested, has given the representation described in Section 10(a) hereof and fulfills such other conditions as may be set forth in the applicable Award Agreement.

(e) Termination of Service. Unless otherwise specified in the Award Agreement, Options will be subject to the terms of Section 8 with respect to exercise upon or following termination of employment or other service of the Participant.

(f) Transferability of Options. Except as may otherwise be specifically determined by the Board with respect to a particular Option, no Option will be transferable by the Participant other than by will or by the laws of descent and distribution; provided however, that a Participant may assign or transfer any Options such Participant is entitled to, to a personal holding company wholly owned by such Participant. All Options will be exercisable, during the Participant's lifetime, only by the Participant.

## **SECTION 6. RSUs**

(a) General. RSUs may be granted hereunder, subject to such terms and conditions as the Board may impose. Each RSU shall initially have a value equal to the Fair Market Value of a Share when the subject Award is made. Each RSU will represent the right to receive from the Corporation, subject to fulfillment of any applicable conditions (including, at the discretion of

the Board, performance-based conditions) on the RSU Settlement Date, a dividend from the Corporation of one Share. Dividends on the RSU Settlement Date shall be made in Shares. The issuance of Shares shall be made by the Corporation as soon as practicable (and in any event not later than thirty days) after vesting of the RSU and the fulfillment of any applicable conditions, including any performance-based conditions. Unless otherwise determined by the Board, RSUs may not be sold, pledged, assigned, hypothecated, gifted, transferred or disposed of in any manner, either voluntarily or involuntarily by operation of law, other than by will or by the laws of descent or distribution; provided however, that a Participant may assign or transfer any RSUs such Participant is entitled to, to a personal holding company wholly owned by such Participant. All other terms governing RSUs, such as vesting, performance criteria, Cash Dividend rights, time and form of payment and termination of RSUs shall be set forth in the applicable Award Agreement.

(b) Vesting. RSUs will vest on and after the second anniversary of the date of grant, subject to the right of the Board to determine at the time of grant that a particular RSU will vest on different dates and to determine at any time after the time of grant that a particular RSU will vest at an earlier time.

(c) Settlement. Following vesting, and subject to the Participant's satisfaction of any conditions, restrictions or limitations imposed by the Board, each RSU granted to a Participant shall entitle the Participant to receive on the RSU Settlement Date one Share. As of the RSU Settlement Date, the RSUs in respect of which such Shares are issued shall be cancelled and no further payments shall be made to the Participant under the Plan in relation to such RSUs.

(d) Dividends.

(i) Whenever a Cash Dividend is paid on the Shares, additional RSUs, the number of which will be computed pursuant to Section 6(d)(ii), shall accrue in respect of each Participant who has, prior to such Cash Dividend, been granted RSUs (whether or not such RSUs are vested on the date of such Cash Dividend). RSUs granted pursuant to this Section 6(d) will be credited to the applicable Participant and vest on the same terms and time (and subject to vesting) as the RSUs in respect of which the additional RSUs were accrued.

(ii) The number of additional RSUs which shall accrue in respect of each applicable Participant under Section 6(d)(i) shall be calculated by dividing: (a) the amount determined by multiplying: (x) the number RSUs credited to the Participant on the record date for the payment of such Cash Dividend; by (y) the Cash Dividend paid per Share; by (b) the Fair Market Value of a Share on the Cash Dividend payment date for such Cash Dividend, in each case, with fractions computed to two decimal places.

(e) Certificate and Records. Certificates need not be issued with respect to RSUs. The Corporation shall maintain records showing the number of RSUs granted pursuant to the terms hereof.

## **SECTION 7. DSUs.**

(a) General. DSUs may be granted hereunder and credited to a Participant's DSU Account, subject to such terms and conditions as the Board may impose. Each DSU shall initially have a value equal to the Fair Market Value of a Share when the subject Award is made. Each DSU will represent, subject to vesting and following such vesting and the date the Participant ceases to be Director, or an employee, or an officer of the Corporation (or otherwise eligible as a Participant), the right to receive from the Corporation on the date designated by the Participant in a written notice to the Corporation, a dividend from the Corporation of one Share. Unless otherwise determined by the Board, DSUs may not be sold, pledged, assigned, hypothecated, gifted, transferred or disposed of in any manner, either voluntarily or involuntarily by operation of law, other than by will or by the laws of descent or distribution; provided however, that a Participant may assign or transfer any DSUs such Participant is entitled to, to a personal holding company wholly owned by such Participant. All other terms governing DSUs, such as vesting, time and form of payment and termination of DSUs shall be set forth in the applicable Award Agreement.

(b) Vesting. DSUs granted on a particular date will vest on the date of grant.

(c) Redemption. Each Participant who has DSUs credited to their DSU Account shall be entitled receive, after the Participant ceases to be Director, or an employee, or an officer of the Corporation, for any reason and after the DSUs credited to the Participant's DSU Account have vested in accordance with Section 7(b) hereof, on a day designated by the Participant and communicated to the Board by the Participant in writing at least 15 days prior to the designated day (or such earlier date after the Participant ceases to be a Director, or an employee, or an officer of the Corporation, and after the Participant's DSUs have vested, as the Participant and the Corporation may agree, which date shall be no later than the later of the end of the calendar year following the year in which (i) the Participant ceases to be a Director, or an employee, or an officer of the Corporation, or (ii) the Participant's DSUs vest) and if no such notice is given, then on the first anniversary of the effective date the Participant ceases to be a Director, or an employee, or an officer of the Corporation, at the sole discretion of the Board, that number of Shares equal to the number of DSUs credited to the Participant's DSU Account, such Shares to be issued from treasury of the Corporation; or

(d) Dividends.

- (i) Whenever a Cash Dividend is paid on the Shares, additional DSUs, the number of which will be computed pursuant to Section 7(d)(ii), shall accrue in respect of each Participant who has, prior to such Cash Dividend, been granted DSUs (whether or not such DSUs have vested). DSUs granted pursuant to this Section 7(d) will be credited to the DSU Account of the applicable Participant and vest on the same terms and time as the DSUs in respect of which the additional DSUs were accrued.
- (ii) The number of additional DSUs which shall accrue in respect of each applicable Participant under Section 7(d)(i) shall be calculated by dividing: (a) the amount determined by multiplying: (x) the number DSUs credited to the Participant on the record date for the payment of such Cash Dividend; by (y) the Cash Dividend

paid per Share; by (b) the Fair Market Value of a Share on the Cash Dividend payment date for such Cash Dividend, in each case, with fractions computed to two decimal places.

(e) DSU Account. Certificates need not be issued with respect to DSUs. An account, to be known as a “DSU Account” shall be maintained by the Corporation for each Participant granted DSUs and will be credited with notional grants of DSUs received by a Participant from time to time.

## **SECTION 8. Termination of Service.**

Unless otherwise specified by the Board with respect to a particular Option, RSU or DSU, any Option, RSU or DSUs will expire in accordance with the terms of this Section 8.

(a) Termination by Reason of Death. If a Participant’s service with the Corporation or any Affiliate or with any Service Provider terminates by reason of death, any Option or RSU held by such Participant will be immediately fully vested and:

- (i) in the case of an Option, such Option shall only be exercisable by the legal representative of the estate or by the legatee of the Participant under the will of the Participant, for a period ending 12 months following the date of death (or, if sooner, on the last day of the stated term of such Option), subject to any extension resulting from a Black Out Period, if applicable;
- (ii) in the case of RSUs, the RSU Settlement Date in respect of such RSUs shall be accelerated, such that, subject to the fulfillment of any applicable conditions, including performance-based conditions relating to such RSUs, the Shares underlying such RSUs shall be paid or issued as soon as practicable (and in any event not later than thirty days) after such acceleration; and
- (iii) in the case of DSUs, the redemption of such DSUs shall occur in accordance with its terms.

(b) Termination by Reason of Retirement. In the event of the retirement of the Participant from employment by the Corporation, by an Affiliate or by a Service Provider, to the extent that there are any unvested Options or RSUs held by the Participant, such Options or RSUs will thereafter continue to vest and remain exercisable (or otherwise entitled the holder to receive the underlying Shares in accordance with its terms) for a maximum period ending 12 months following the date of retirement (or, if sooner, on the last day of the stated term of such Options, RSUs or DSUs, as applicable), subject to any extension resulting from a Black Out Period, if applicable. In the event such Participant ceases to be retired and becomes employed or associated with a competitor of the Corporation, determined in the sole discretion of the Board in good faith (“New Employment”), the Options and RSUs will thereafter continue to vest and be exercisable (or otherwise entitled the holder to receive the underlying Shares in accordance with its terms), subject to a maximum period of 90 days from the date of New Employment (or, if sooner, on the last day of the stated term of such Option or RSU, as applicable). DSUs will be redeemed in accordance with their terms.

(c) Termination by Reason of Resignation or Natural Termination of Service Provider Contract. In the event of the resignation of or termination by the Participant from employment or engagement by the Corporation or any Affiliate or Service Provider, or a Service Provider's contract terminates at its normal termination date, any unvested portion of the Options and RSUs will expire and terminate on the date of resignation or the normal termination or cessation date in the case of a Service Provider, as applicable, and any vested portion of the Options, RSUs and DSUs will be exercisable (or otherwise entitled the holder to receive the underlying Shares in accordance with its terms) for a maximum period ending 90 days (except a Service Provider engaged in investor relations activities, which shall be 30 days) following the date of resignation or the normal termination date or cessation date, as applicable (or, if sooner, on the last day of the stated term of such Options, RSUs or DSUs, as applicable), subject to any extension resulting from a Black Out Period, if applicable.

(d) Termination by Reason of Disability. If a Participant's service with the Corporation or any Affiliate or Service Provider terminates by reason of Disability, any Options, RSUs and DSUs held by such Participant that have vested as of the date of Disability of the Participant may thereafter be exercised by the Participant or his or her personal representative, to the extent it was exercisable (or otherwise entitled the holder to receive the underlying Shares in accordance with its terms) at the time of termination, for a maximum period ending 90 days following the date of termination by reason of Disability (or, if sooner, on the last day of the stated term of such Options, RSUs or DSUs, as applicable). subject to any extension resulting from a Black Out Period, if applicable.

(e) Termination of Employment or Service Without Cause. If a Participant's service as an employee with the Corporation or any Affiliate or Service Provider is terminated without Cause (other than a termination pursuant to Section 8(a), (b), (c) or (d)), or a Participant's contract as a Service Provider is terminated by the Corporation before its normal termination date without Cause, any unvested portion of the Options and RSUs will vest immediately and remain outstanding on the date of termination, and any such Options, RSUs and/or DSUs will remain exercisable (or otherwise entitle the holder to receive the underlying Shares in accordance with its terms) for a maximum period ending 90 days following the date of termination (or, if sooner, on the last day of the stated term of such Option, RSU or DSU, as applicable), subject to any extension resulting from a Black Out Period, if applicable. For the purposes of this section only, "date of termination" refers to the later of: (i) the actual last day worked by the employee or the Service Provider and, (ii) the last date of the period that the Participant is in receipt of or is eligible to receive any statutory, contractual or common law notice or pay in lieu thereof.

(f) Termination of Employment or Service With Cause. If a Participant's service as an employee with the Corporation or any Affiliate or Service Provider is terminated for Cause, or a Participant's contract as a Service Provider is terminated before its normal termination date for Cause: (i) any Options, RSUs and DSUs held by the Participant, whether vested or unvested, will immediately and automatically expire as of the date of such termination, and (ii) any Shares for which the Corporation has not yet delivered share certificates will be immediately and automatically forfeited and, in the case of Options, the Corporation will refund to the Participant the exercise price paid for such Shares, if any.

(g) Ceasing to Hold Office. Notwithstanding paragraphs (a) through (f), in the event that a Participant who is a Director (but is not an employee, officer or Service Provider whose employment or contract has been terminated for cause or without constructive dismissal) ceases to hold office as a Director of the Corporation, any Options and RSUs held by such Participant will immediately vest and any Options, RSUs or DSUs will be fully exercisable (or Shares in accordance with its terms) for a maximum period ending 12 months following the date of ceasing to hold office (or, if sooner, on the last day of the stated term of such Option, RSU or DSU, as applicable), subject to any extension resulting from a Black Out Period, if applicable.

(h) Notwithstanding the forgoing provisions of this Section 8 and subject to any applicable regulatory approvals, the Committee may, in its discretion, provide for the extension of the exercisability of an Option for any period that is not beyond the applicable expiration date thereof, eliminate or make less restrictive any restrictions governing an Option, DSU or RSU, waive any restriction or other provision of this Plan or an Option, DSU or RSU or otherwise amend or modify the Option, DSU or RSU in any manner that is either (a) not adverse to such Participant or (b) consented to by such Participant. Nothing in this Section shall be construed to permit the term of any Option, DSU or RSU to be contrary to any applicable regulatory requirement or law.

## **SECTION 9. Amendment and Termination.**

(a) The Board may, in its sole discretion, at any time and from time to time, amend, suspend or terminate the Plan at any time without the approval of Shareholders, provided that no such amendment, suspension or termination may be made without obtaining any required approval of any regulatory authority or stock exchange or materially prejudice the rights of any holder under any Award.

(b) In addition to the changes that may be made pursuant to Section 4(c), the Board may, at any time and from time to time, without the approval of the Shareholders, make amendments to the Plan including, but not limited to:

- (i) amendments of a technical, clerical or “housekeeping” nature, or to clarify any provision of the Plan;
- (ii) termination of the Plan;
- (iii) amendments to respond to changes in legislation, regulations, stock exchange rules or accounting or auditing requirements;
- (iv) amendments in respect of the vesting provisions of any Awards; and
- (v) amendments to the termination provisions of Awards granted under the Plan that do not entail an extension beyond the original expiry date.

provided that:

- (vi) any required approval of any regulatory authority or stock exchange is obtained;

- (vii) if the amendments would reduce the exercise price of Options or extend the expiry date of Awards granted to Insiders, other than as authorized pursuant to Section 4(c), approval of the Shareholders must be obtained;
- (viii) the Board would have had the authority to initially grant the Award under the terms as so amended; and
- (ix) the consent or deemed consent of the holder of the Award is obtained if the amendment would materially prejudice the rights of such holder.

#### **SECTION 10. General Provisions.**

- (a) The Board may require each Participant to represent to and agree with the Corporation in writing that the Participant is acquiring securities of the Corporation for investment purposes and without a view to distribution thereof and as to such other matters as the Board believes are appropriate.
- (b) Shares shall not be issued hereunder unless, in the judgment of counsel for the Corporation, the issuance complies with the requirements of any stock exchange or quotation system on which the Shares are then listed or quoted, all rules and regulations promulgated thereunder and all other applicable laws.
- (c) All certificates for Shares or other securities delivered under the Plan will be subject to such Share transfer orders and other restrictions as the Board may deem advisable under the rules, regulations, and other requirements of any stock exchange upon which the Shares are then listed and any applicable laws, and the Board may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.
- (d) Neither the adoption of the Plan nor the execution of any document in connection with the Plan will: (i) confer upon any employee of the Corporation or an Affiliate or a Service Provider any right to continued employment or engagement with the Corporation or such Affiliate, or (ii) interfere in any way with the right of the Corporation or such Affiliate to terminate the employment of any of its employees at any time or to terminate the service of any Service Provider.
- (e) With respect to any Award, the Participant will pay to the Corporation, or make arrangements satisfactory to the Board regarding the payment of, taxes of any kind required by law to be withheld with respect to any amount includible in the gross income of the Participant as required by applicable law. The obligations of the Corporation under the Plan will be conditioned on such payment or arrangements and the Corporation will have the right to deduct any such taxes from any payment of any kind otherwise due to the Participant.

#### **SECTION 11. Effective Date of Plan.**

This Plan is effective on April 20, 2021.

**SECTION 12.           Term of Plan.**

The Plan will continue in effect until terminated in accordance with Section 9.

**SECTION 13.           Invalid Provisions.**

In the event that any provision of the Plan is found to be invalid or otherwise unenforceable under any applicable law, such invalidity or unenforceability will not be construed as rendering any other provisions contained herein as invalid or unenforceable, and all such other provisions will be given full force and effect to the same extent as though the invalid or unenforceable provision was not contained herein.

**SECTION 14.           Governing Law.**

The Plan and all Awards granted hereunder will be governed by and construed in accordance with the laws of the Province of British Columbia.

**SECTION 15.           Board Action.**

Notwithstanding anything to the contrary set forth in the Plan, any and all actions of the Board or Committee, as the case may be, taken under or in connection with the Plan and any agreements, instruments, documents, certificates or other writings entered into, executed, granted, issued and/or delivered pursuant to the terms hereof, will be subject to and limited by any and all votes, consents, approvals, waivers or other actions of all or certain Shareholders or other Persons required by the Corporation's constating document(s) and any other agreement, instrument, document or writing now or hereafter existing, between or among the Corporation and its shareholders or other Persons (as the same may be amended from time to time).

**SECTION 16.           Notices.**

Any notice to be given to the Corporation pursuant to the provisions of the Plan shall be given by registered or certified mail, postage prepaid, and, addressed, if to the Corporation, at its head office and address to the attention of its CEO (or such other individual as the Corporation may designate in writing from time to time), and, if to a Participant, to his or her address contained in the Corporation's personnel records, or at such other address as such Participant may from time to time designate in writing to the Corporation. Any such notice shall be deemed given or delivered three days after the date of mailing.