



INSPIRE SEMICONDUCTOR HOLDINGS INC.

11305 Four Points Drive, Suite 2-250,
Austin, TX 7872666

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING

NOTICE IS HEREBY GIVEN that an Annual General and Special Meeting of the shareholders of Inspire Semiconductor Holdings Inc. (the "**Company**") will be held at **9:30 a.m. (Austin Time) on Wednesday, November 20, 2024 at 11305 Four Points Drive, Suite 2-250, Austin, TX 787266** in order that the following resolutions be passed:

AS ORDINARY RESOLUTIONS:

1. to receive the audited financial statements of the company for the financial year ended December 31, 2023 and accompanying report of the auditor;
2. to fix the number of directors of the Company at eight (8) and to elect each of Alexander Gray, James J. Hickman, William R. Van Dell, Mitchell Jacobson, Jeff R. Schneider, Muneeb Yusuf, John B. Kennedy and Jeff Brown as directors of the Company to serve until the next annual general meeting of the shareholders or until their successors are duly elected or appointed;
3. to appoint Davidson & Company LLP, Chartered Accountants, as the auditor of the Company for the ensuing year at a remuneration to be fixed by the directors;
4. to consider and, if deemed appropriate, to pass, with or without variation, an ordinary resolution of disinterested shareholders approving and confirming an Updated Equity Incentive Plan for the Company under which the Company may grant stock options, restricted share units, performance share units and deferred share units to eligible persons provided that the number of securities outstanding under such Updated Equity Incentive Plan shall not exceed 20% of the issued and outstanding Shares of the Company (on an as converted basis as it relates to Proportionate Voting Shares) outstanding on October 21, 2024; and
5. To consider and, if deemed appropriate, to pass, with or without variation, an ordinary resolution of disinterested shareholders authorizing the Company to delist its Subordinate Voting Shares from the TSX Venture Exchange.

Accompanying this Notice is an Information Circular (which sets out the full text of the above resolutions) and Proxy (with notes to Proxy). The resolutions numbered 4 and 5 above are subject to certain restrictions which exclude certain shareholders from voting on such resolutions as more fully described in the Information Circular.

A shareholder who is unable to attend the Annual General and Special Meeting in person and who wishes to ensure that such shareholder's shares will be voted at the Annual General and Special Meeting is requested to complete, date and sign the enclosed form of proxy or voting information form and deliver it in accordance with the instructions set out therein and in the Information Circular.

The enclosed Proxy is solicited by management of the Company and you may amend it, if you so desire,

by striking out the names listed therein and inserting in the space provided the name of the person you wish to represent you at the Annual General and Special Meeting.

DATED at Vancouver, British Columbia and Austin, Texas, this 21st day of October, 2024.

BY ORDER OF THE BOARD

“James J. Hickman”

James J. Hickman
Executive Chairman



INSPIRE SEMICONDUCTOR HOLDINGS INC.

ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

**TO BE HELD ON
NOVEMBER 20, 2024**

**INSPIRE SEMICONDUCTOR HOLDINGS INC.
11305 Four Points Drive, Suite 2-250,
Austin, TX 78726**

Tel: (737) 471-3230
Email: info@inspiresemi.com

**Management Information Circular
as at October 21, 2024**

unless otherwise noted

PERSONS MAKING THE SOLICITATION

This information circular (the “**Information Circular**”) is furnished in connection with the solicitation of proxies by management of Inspire Semiconductor Holdings Inc. (the “**Company**” or “**Inspire**”) for use at an annual general and special meeting (the “**Meeting**”) of holders (the “**Shareholders**”) of subordinate voting shares (the “**Subordinate Voting Shares**”) and proportionate voting shares (the “**Proportionate Voting Shares**”) and together with the Subordinate Voting Shares the “**Shares**”) of the Company to be held at **9:30 a.m. (Austin Time) on November 20, 2024** at the offices of the Company, located at **11305 Four Points Drive, Suite 2-250, Austin, TX 78726** and any adjournment thereof for the purposes set forth in the accompanying notice of meeting (the “**Notice**”).

Except where otherwise indicated, information contained in this Information Circular is given as of October 21, 2024.

The Company’s financial statements are presented in United States dollars. Unless otherwise indicated, all dollar amounts in this Information Circular are expressed in United States dollars (“**US\$**”). All references to “**C\$**” pertain to Canadian dollars. The daily average rate of exchange as published by the Bank of Canada for one Canadian dollar in United States dollars was C\$1.00 = US\$0.7561 on December 31, 2023, and C\$1.00 = US\$0.7245 on October 18, 2024 (being the last date for which the Bank of Canada published a daily average rate of exchange prior to the date of this Information Circular).

GENERAL PROXY INFORMATION

Solicitation of Proxies

All costs of solicitation by management will be borne by the Company other than in respect of mailing to OBOs (as defined below). In addition to the solicitation of proxies by mail, directors, officers and employees of the Company may solicit proxies personally, by telephone or facsimile, but will not receive compensation for so doing.

Appointment and Revocability of Proxy

The individuals named in the accompanying form of proxy (the “**Proxy**”) are directors or officers of the Company and were designated by management of the Company.

A Shareholder wishing to be represented by proxy at the Meeting or any adjournment or postponement thereof must deposit his, her or its executed form of proxy with the Company’s transfer agent and registrar, Odyssey Trust Company, (i) by mail or delivery to 702-67 Yonge Street, Toronto, Ontario, Attn: Proxy Department; or (ii) by online submission at <https://login.odysseytrust.com/pxlogin>, no later than 9:30 a.m. (Austin time) on November 18, 2024, or at least 48 hours (excluding Saturdays, Sundays and statutory holidays) before any adjournment or postponement of the Meeting at which the proxy is to be used. After

such time, the Chair of the Meeting may accept or reject a form of proxy delivered to him or her in his or her discretion, but is under no obligation to accept or reject any particular late form of proxy. A proxy should be executed by the Shareholder or his or her attorney duly authorized in writing or, if the Shareholder is a Company, under corporate seal or by a duly authorized officer or attorney of the Company.

United States Beneficial holders: If you are a beneficial Shareholder located in the United States and wish to attend, participate or vote at the Meeting or, if permitted, appoint a third party as your proxy holder, in addition to the steps described above, you must obtain a valid legal proxy from your intermediary. Follow the instructions from your intermediary included with the legal proxy form and the voting information form sent to you, or contact your intermediary to request a legal proxy form or a legal proxy if you have not received one. After obtaining a valid legal proxy from your intermediary, you must then submit such legal proxy to Odyssey. Requests for registration from beneficial shareholders located in the United States that wish to attend, participate or vote at the Meeting or, if permitted, appoint a third party as their proxy holder must be sent by email to appointee@odysseytrust.com and received by 9:30 a.m. (Austin time) on November 18, 2024.

In addition to any other manner permitted by law, a proxy may be revoked, before it is exercised, by an instrument in writing executed in the same manner as a proxy and deposited to the attention of the Corporate Secretary of the Company at the registered office of the Company at any time up to 5:00 p.m. (Austin time) on the last business day before the day of the Meeting or any adjournment or postponement thereof at which the proxy is to be used, or with the Chair of the Meeting on the day of the Meeting or any adjournment or postponement thereof, and thereupon the proxy is revoked. The document used to revoke a proxy must be in writing and completed and signed by the Shareholder or his or her attorney authorized in writing or, if the Shareholder is a Company, under its corporate seal or by an officer or attorney thereof duly authorized.

A registered Shareholder attending the Meeting has the right to vote in person and, if the Shareholder does so, his, her or its proxy is nullified with respect to the matters such Shareholder votes upon and any subsequent matters thereafter to be voted upon at the Meeting or any adjournment thereof.

Under normal conditions, confidentiality of voting is maintained by virtue of the fact that the Company's transfer agent tabulates proxies and votes. However, such confidentiality may be lost as to any proxy or ballot if a question arises as to its validity or revocation or any other like matter. Loss of confidentiality may also occur if the board of directors of the Company (the "**Board**") decides that disclosure is in the interests of the Company or its Shareholders.

EXERCISE OF DISCRETION

Shares represented by properly executed Proxies in favour of persons designated in the enclosed form of Proxy will, where a choice with respect to any matter to be acted upon has been specified in the form of Proxy, be voted in accordance with the specification made. **In the absence of any such specification, the Proxy will be voted as recommended by management.** Where directions are given by the shareholder in respect of voting for or against any resolution, the proxyholder will do so in accordance with such direction.

The enclosed form of Proxy, when properly signed, confers discretionary authority upon the person named therein as proxyholder with respect to amendments or variations to matters which may be properly brought before the Meeting. As at the date of this Information Circular, management of the Company knows of no such amendments, variations or other matters to come before the Meeting. However, if any other matters, which are not now known to management, should properly come before the Meeting, then the Management designees intend to vote in accordance with the judgment of management.

NON-REGISTERED HOLDERS

The information set forth in this section is of significant importance to many Shareholders as a substantial number of Shareholders do not hold their Shares in their own name and are considered non-registered beneficial Shareholders.

Only registered holders of Shares or the persons they appoint as their proxyholder are permitted to vote at the Meeting. However, in many cases, Shares beneficially owned by a person (a **“Non-Registered Holder”**) are registered either: (i) in the name of an intermediary (an **“Intermediary”**) (including, among others, banks, trust companies, securities dealers, brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs, TFSAs and similar plans) that the Non-Registered Holder deals with in respect of the Shares; or (ii) in the name of a clearing agency (such as the Canadian Depository for Securities Limited) of which the Intermediary is a participant. Non-Registered Holders 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. In accordance with the requirements of the Canadian Securities Administrators, the Company will have distributed copies of the meeting materials, including the form of proxy/voting instruction form and the Circular (collectively, the **“Meeting Materials”**) to the clearing agencies and Non-Registered Holders, or Intermediaries for onward distribution to Non-Registered Holders, as applicable. If you are a Non-Registered Holder, your Intermediary will be the entity legally entitled to vote your Shares at the Meeting. Shares held by an Intermediary can only be voted upon the instructions of the Non-Registered Holder. Without specific instructions, Intermediaries are prohibited from voting Shares.

Applicable regulatory policy requires Intermediaries to seek voting instructions from Non-Registered Holders in advance of the Meeting. Often, the form of proxy supplied to a Non-Registered Holder by its Intermediary is identical to the form of proxy provided to registered Shareholders; however, its purpose is limited to instructing the registered Shareholder how to vote on behalf of the Non-Registered Holder. The majority of Intermediaries delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. (**“Broadridge”**). Broadridge typically mails a scannable voting instruction form in lieu of the form of proxy. The Non-Registered Holder is requested to complete and return the voting instruction form to Broadridge by mail or facsimile. Alternatively, the Non-Registered Holder may call a toll-free telephone number or access the Internet to provide instructions regarding the voting of Shares held by the Non-Registered Holder. 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 Non-Registered Holder receiving a voting instruction form cannot use that voting instruction form to vote Shares directly at the Meeting, as the voting instruction form must be returned as directed by Broadridge well in advance of the Meeting in order to have such Shares voted.

Non-Registered Holders should ensure that instructions respecting the voting of their Shares are communicated in a timely manner and in accordance with the instructions provided by their Intermediary or Broadridge, as applicable. Every Intermediary has its own mailing procedures and provides its own return instructions to clients, which should be carefully followed by Non-Registered Holders in order to ensure that their Shares are voted at the Meeting.

Although a Non-Registered Holder may not be recognized directly at the Meeting for the purpose of voting Shares registered in the name of their Intermediary, a Non-Registered Holder may attend the Meeting as proxyholder for the Intermediary and vote the Shares in that capacity. **Non-Registered Holders who wish to attend the Meeting and indirectly vote their Shares as a proxyholder, should enter their own names in the blank space on the form of proxy or voting instruction form provided to them by their Intermediary and/or Broadridge, as applicable, and return the same in accordance with the instructions provided by their Intermediary and/or Broadridge, as applicable, well in advance of the Meeting.**

In any case, the purpose of the above noted procedures is to permit Non-Registered Holders to direct the voting of the Shares which they beneficially own. Non-Registered Holders should carefully follow the instructions and procedures of their Intermediary or Broadridge, as applicable, including those regarding when and where the form of proxy or voting instruction form is to be delivered.

Non-Registered Holders who have not objected to their Intermediary disclosing certain ownership information about themselves to the Company are referred to as “**NOBOs**”. Non-Registered Holders who have objected to their Intermediary disclosing the ownership information about themselves to the Company are referred to as “**OBOs**”.

In accordance with the requirements of National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”), the Company has distributed copies of the Meeting Materials to the Intermediaries for onward distribution to NOBOs. In accordance with NI 54-101, the Company does not intend to pay for Intermediaries to forward Meeting Materials to OBOs and an OBO will not receive Meeting Materials unless such OBO’s Intermediary assumes the cost of delivery.

All references to Shareholders in this Circular and the accompanying instrument of proxy and Notice of Meeting are to registered Shareholders unless specifically stated otherwise.

BUSINESS COMBINATION

On September 20, 2022, the Company completed a “reverse triangular merger” with Inspire Semiconductor, Inc. (“**Inspire USA**”), a Delaware Company (the “**Business Combination**”). Pursuant to the Business Combination, among other things, Inspire USA became a wholly-owned subsidiary of the Company, the Company changed its name from “Greenfield Acquisition Corp.” to “Inspire Semiconductor Holdings Inc.” and the Company assumed the business of Inspire USA.

For additional information concerning the Business Combination, refer to the filing statement of the Company dated August 14, 2022 (the “**Filing Statement**”), each of which is available under the Company’s SEDAR+ profile at www.sedarplus.ca.

RECORD DATE

Persons registered on the records of the Company at the close of business on October 11, 2024 (the “**Record Date**”) are entitled to vote at the Meeting. The failure of any Shareholder to receive a copy of the Notice of Meeting does not deprive the Shareholder of the right to vote at the Meeting. Only persons who are Shareholders as of the Record Date are entitled to vote their Shares at the Meeting.

QUORUM

Any number of Shareholders, present in person or represented by proxy, holding at least 5% of the Shares entitled to attend and vote at the Meeting, will constitute a quorum at the Meeting or any adjournment or postponement thereof. The Company’s registers of Shareholders as of the Record Date have been used to deliver to Shareholders the Meeting Materials as well as to determine who is eligible to vote at the Meeting.

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

Except as disclosed herein, no person: (a) who has been a Director or executive Officer at any time since the commencement of the Company’s last financial year; (b) who is a proposed nominee for election as a Director; or (c) who is an associate or affiliate of a person included in subparagraphs (a) or (b), has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in matters to

be acted upon at the Meeting other than the election of Directors and the appointment of auditors and as set out herein.

VOTING SECURITIES

The Company's authorized share capital consists of an unlimited number of Subordinate Voting Shares without par value and an unlimited number of Proportionate Voting Shares without par value. As at the Record Date, there were 68,326,257 Subordinate Voting Shares (carrying 33.74% of the total votes attached to all Shares), and 1,341,746.73 Proportionate Voting Shares (carrying 66.26% of the total votes attached to all Shares), issued and outstanding. The Subordinate Voting Shares are listed for trading on the TSXV under the symbol "INSP". The Proportionate Voting Shares are not listed on any stock exchange.

The Subordinate Voting Shares are "restricted securities" as defined under applicable Canadian securities laws. The Company received the requisite prior approval of shareholders of Greenfield Acquisition Corp. (the name of the Company prior to completion of the Business Combination), for the creation of the Proportionate Voting Shares and Subordinate Voting Shares at the annual general and special meeting of shareholders held on September 13, 2022.

The following is a summary of certain rights and restrictions attached to the Subordinate Voting Shares and the Proportionate Voting Shares. Such summary is qualified in its entirety by the full text of the rights and restrictions of the Subordinate Voting Shares and the Proportionate Voting Shares set forth in the Articles of the Company, which are available for review under the Company's SEDAR+ profile at www.sedarplus.ca.

Subordinate Voting Shares

Right to Notice and Vote	Holders of Subordinate Voting Shares are entitled to notice of and to attend at any meeting of the shareholders of the Company, except a meeting of which only holders of another particular class or series of shares of the Company will have the right to vote. At each such meeting, holders of Subordinate Voting Shares are entitled to one vote in respect of each Subordinate Voting Share held.
Class Rights	As long as any Subordinate Voting Shares remain outstanding, the Company will not, without the consent of the holders of the Subordinate Voting Shares by separate special resolution, prejudice or interfere with any right attached to the Subordinate Voting Shares.
Dividends	Holders of Subordinate Voting Shares are entitled to receive, as and when declared by the directors of the Company, dividends in cash or property of the Company legally available therefor. No dividend may be declared or paid on the Subordinate Voting Shares unless the Company simultaneously declares or pays, as applicable, equivalent dividends (on an as-converted to Subordinate Voting Share basis) on the Proportionate Voting Shares. In the event of the payment of a dividend in the form of shares, holders of Subordinate Voting Shares shall receive Subordinate Voting Shares, unless otherwise determined by the directors of the Company.
Participation	In the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or in the event of any other distribution of assets of the Company among its shareholders for the purpose of winding up its affairs, the holders of Subordinate Voting Shares are, subject to the prior rights of the holders of any shares of the Company ranking in priority to the Subordinate Voting Shares, entitled to participate rateably along with all other holders of Proportionate Voting Shares (on an as-converted to Subordinate Voting Share basis) and Subordinate Voting Shares.

Changes No subdivision or consolidation of the Subordinate Voting Shares or Proportionate Voting Shares shall occur unless, simultaneously, the Subordinate Voting Shares and Proportionate Voting Shares are subdivided or consolidated in the same manner, so as to maintain and preserve the relative rights of the holders of the shares of each of the said classes.

Conversion upon an Offer In the event that an offer is made to purchase Proportionate Voting Shares:

- if there is a published market for the Proportionate Voting Shares, and the offer is one which is required to be made to all or substantially all of the holders of Proportionate Voting Shares in a province or territory of Canada to which the requirement applies pursuant to (x) applicable securities laws or (y) the rules of any stock exchange on which the Proportionate Voting Shares of the Company are listed, unless an identical offer concurrently is made to purchase Subordinate Voting Shares; or
- if the Proportionate Voting Shares are not then listed, and the offer is one which would have been required to be made to all or substantially all the holders of Proportionate Voting Shares in a province or territory of Canada pursuant to (x) applicable securities laws or (y) the rules of any stock exchange had the Proportionate Voting Shares been listed,

then each Subordinate Voting Share shall become convertible at the option of the holder into Proportionate Voting Shares at the inverse of the Conversion Ratio (as defined below) then in effect at any time while the offer is in effect until one day after the time prescribed by applicable securities legislation for the offeror to take up and pay for such shares as are to be acquired pursuant to the offer. The conversion right may only be exercised in respect of Subordinate Voting Shares for the purpose of depositing the resulting Proportionate Voting Shares under the offer, and for no other reason. In such event, the Company shall deposit or shall cause its transfer agent to deposit under the offer the resulting Proportionate Voting Shares, on behalf of the holder.

To exercise such conversion right, the holder or its attorney duly authorized in writing shall:

- give written notice to the transfer agent of the exercise of such right, and of the number of Subordinate Voting Shares in respect of which the right is being exercised;
- deliver to the transfer agent the share certificate(s), if any, representing the Subordinate Voting Shares in respect of which the right is being exercised; and
- pay any applicable share certificate or Acknowledgement fee, stamp tax or similar duty on or in respect of such conversion.

No share certificates representing the Proportionate Voting Shares, resulting from the conversion of the Subordinate Voting Shares, will be delivered to the holders on whose behalf such deposit is being made. Should the Proportionate Voting Shares issued upon conversion and tendered in response to the offer be withdrawn by shareholders or not taken up by the offeror, or should the offer be abandoned, withdrawn or terminated by the offeror or the offer otherwise expires without such Proportionate Voting Shares being taken up and paid for, the Proportionate Voting Shares resulting from the conversion shall be reconverted

into Subordinate Voting Shares at the Conversion Ratio then in effect, and the Company shall send or cause the transfer agent to send to the holder a share certificate or acknowledgement representing the Subordinate Voting Shares. In the event that the offeror takes up and pays for the Proportionate Voting Shares resulting from the conversion of the Subordinate Voting Shares, the Company shall cause the transfer agent to deliver to the holders thereof the consideration paid for such shares by the offeror.

Conversion in Other Circumstances Each Subordinate Voting Share shall be convertible, in accordance with such terms and conditions as may be agreed upon by the holder thereof and the Company, into Proportionate Voting Shares at the inverse of the Conversion Ratio then in effect.

Proportionate Voting Shares

Right to Vote Holders of Proportionate Voting Shares are entitled to notice of and to attend (in person or by proxy) at any meeting of the shareholders of the Company, except a meeting of which only holders of another particular class or series of shares of the Company will have the right to vote. At each such meeting, holders of Proportionate Voting Shares are entitled to one vote in respect of each Subordinate Voting Share into which such Proportionate Voting Share could be converted as of the record date fixed for the determination of the holders of Subordinate Voting Shares entitled to vote at such meeting (which for greater certainty, shall initially equal one hundred (100) votes per Proportionate Voting Share).

Class Rights As long as any Proportionate Voting Shares remain outstanding, the Company will not, without the consent of the holders of the Proportionate Voting Shares by separate special resolution, prejudice or interfere with any right attached to the Proportionate Voting Shares. In connection with the exercise of the voting rights contained in this section, each holder of Proportionate Voting Shares will have one vote in respect of each Proportionate Voting Share held.

Dividends The holders of the Proportionate Voting Shares shall have the right to receive dividends, out of any cash or other assets of the Company legally available therefor, *pari passu* (on an as-converted to Subordinated Voting Share basis, assuming conversion of all Proportionate Voting Shares into Subordinate Voting Shares at the Conversion Ratio as of the record date fixed for the determination of the holders of Subordinate Voting Shares entitled to receive such dividend) with the holders of the Subordinate Voting Shares. No dividend are declared or paid on the Proportionate Voting Shares unless the Company simultaneously declares or pays, as applicable, equivalent dividends (on an as-converted to Subordinate Voting Share basis) on the Subordinate Voting Shares. In the event of the payment of a dividend in the form of shares, holders of Proportionate Voting Shares shall receive Proportionate Voting Shares, unless otherwise determined by the directors of the Company.

Participation In the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or in the event of any other distribution of assets of the Company among its shareholders for the purpose of winding up its affairs, the holders of Proportionate Voting Shares will, subject to the prior rights of the holders of any shares of the Company ranking in priority to the Proportionate Voting Shares, be entitled to participate rateably along with all other holders of Proportionate Voting Shares (on an as-converted to Subordinate Voting Share basis) and Subordinate Voting Shares.

Conversion

Right to Convert: Each Proportionate Voting Share shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, into such number of fully paid and non-assessable Subordinate Voting Shares as is determined by application of the Conversion Ratio (as determined as hereafter provided) then in effect on the date that such Proportionate Voting Share is surrendered for conversion. The “**Conversion Ratio**” shall be one hundred (100) Subordinate Voting Shares for each Proportionate Voting Share; provided, however, that the Conversion Ratio shall be subject to adjustment as set forth below.

Foreign Private Issuer Protection Limitation: The Company will use commercially reasonable efforts to maintain its status as a “foreign private issuer” (as determined in accordance with Rule 3b-4 under the *Securities Exchange Act of 1934*, as amended (the “**Exchange Act**”). In such regard, the holders of Proportionate Voting Shares shall not have the right to convert any portion of the Proportionate Voting Shares to the extent that after giving effect to all permitted issuances after such conversions of Proportionate Voting Shares, the aggregate number of Subordinate Voting Shares and Proportionate Voting Shares held of record, directly or indirectly, by residents of the United States (as determined in accordance with Rules 3b-4 and 12g3-2(a) under the Exchange Act (“**U.S. Residents**”)) would exceed forty percent (40%) (the “**40% Threshold**”) of the aggregate number of Subordinate Voting Shares and Proportionate Voting Shares issued and outstanding after giving effect to such conversions (the “**FPI Protective Restriction**”). The directors may by resolution increase the 40% Threshold to an amount not to exceed 50% and in the event of any such increase all references to the 40% Threshold herein, shall refer instead to the amended threshold set by such resolution.

Conversion Limitations: Before any holder of Proportionate Voting Shares shall be entitled to convert the same into Subordinate Voting Shares, the directors of the Company (or a committee thereof) shall designate an officer of the Company to determine if any conversion limitation set forth in this section shall apply to the conversion of Proportionate Voting Shares.

In order to effect the FPI Protective Restriction, each holder of Proportionate Voting Shares are subject to the 40% Threshold based on the number of Proportionate Voting Shares held by such holder as of the date of the initial issuance of the Proportionate Voting Shares and thereafter at the end of each of the Company’s subsequent fiscal quarters (each, a “**Determination Date**”), calculated as follows:

$$X = [(A \times 0.40) - B] \times (C/D)$$

Where on the Determination Date:

X = Maximum number of Subordinate Voting Shares available for issue upon conversion of Proportionate Voting Shares by a holder.

A = The aggregate number of Subordinate Voting Shares and Proportionate Voting Shares issued and outstanding on the Determination Date.

B = Aggregate number of Subordinate Voting Shares and Proportionate Voting Shares held of record, directly or indirectly, by U.S. Residents on the Determination Date.

C = Aggregate number of Proportionate Voting Shares held by holder on the Determination Date.

D = Aggregate number of all Proportionate Voting Shares on the Determination Date.

For the purposes of this section, the directors of the Company (or a committee thereof) shall designate an officer of the Company to determine as of each Determination Date: (x) the 40% Threshold, and (y) the FPI Protective Restriction. To the extent that requests for conversion of Proportionate Voting Shares subject to the FPI Protective Restriction would result in the 40% Threshold being exceeded (determined as at the most recent Determination Date), the number of such Proportionate Voting Shares eligible for conversion held by a particular holder shall be prorated relative to the number of Proportionate Voting Shares submitted for conversion. To the extent that the FPI Protective Restriction applies, the determination of whether Proportionate Voting Shares are convertible shall be in the sole discretion of the Company.

Mandatory Conversion: Notwithstanding the above, the Company may require each holder of Proportionate Voting Shares to convert all, and not less than all, the Proportionate Voting Shares at the applicable Conversion Ratio (a “**Mandatory Conversion**”) if at any time all the following conditions are satisfied (or otherwise waived by special resolution of holders of Proportionate Voting Shares):

- the Subordinate Voting Shares issuable upon conversion of all the Proportionate Voting Shares are registered for resale and may be sold by the holder thereof pursuant to an effective registration statement and/or prospectus covering the Subordinate Voting Shares under the United States Securities Act of 1933, as amended;
- the Company is subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act; and
- the Subordinate Voting Shares are listed or quoted (and are not suspended from trading) on a recognized North American stock exchange or any stock exchange recognized as such by the Ontario Securities Commission.

The Company will issue or cause its transfer agent to issue each holder of Proportionate Voting Shares of record a notice of Mandatory Conversion at least 20 days prior to the record date of the Mandatory Conversion, which shall specify therein, (x) the number of Subordinate Voting Shares into which the Proportionate Voting Shares are convertible, and (y) the address of record for such holder. On the record date of a Mandatory Conversion, the Company will issue or cause its transfer agent to issue each holder of record on the Mandatory Conversion Date certificates or Acknowledgements representing the number of Subordinate Voting Shares into which the Proportionate Voting Shares are so converted and each certificate or Acknowledgement representing the Proportionate Voting Shares shall be null and void.

Beneficial Ownership Restriction. The Company shall not effect any conversion of Proportionate Voting Shares, and a holder thereof shall not have the right to convert any portion of its Proportionate Voting Shares to the extent that after giving effect to such issuance after conversion as set forth on the applicable Conversion Notice, the holder (together with the holder’s Affiliates (as defined in Rule 12b-2

under the Exchange Act), and any other persons acting as a group together with the holder or any of the holder's Affiliates), would beneficially own in excess of 9.99% of the number of the Subordinate Voting Shares outstanding immediately after giving effect to the issuance of Subordinate Voting Shares issuable upon conversion of the Proportionate Voting Shares subject to the Conversion Notice (the "**Beneficial Ownership Limitation**").

For purposes of the foregoing sentence, the number of Subordinate Voting Shares beneficially owned by the holder and its Affiliates shall include the number of Subordinate Voting Shares issuable upon conversion of Proportionate Voting Shares with respect to which such determination is being made, but shall exclude the number of Subordinate Voting Shares which would be issuable upon (i) conversion of the remaining, non-converted portion of Proportionate Voting Shares beneficially owned by the holder or any of its Affiliates, and (ii) exercise or conversion of the unexercised or non-converted portion of any other securities of the Company subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the holder or any of its Affiliates. In any case, the number of outstanding Subordinate Voting Shares shall be determined after giving effect to the conversion or exercise of securities of the Company, including Proportionate Voting Shares subject to the Conversion Notice, by the holder or its Affiliates since the date as of which such number of outstanding Subordinate Voting Shares was reported. Except as set forth in the preceding sentence, for purposes of this Section 26.3(6)(f), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder based on information provided by the shareholder to the Company in the Conversion Notice.

To the extent that the Beneficial Ownership Limitation applies and the Company can convert some, but not all, of such Proportionate Voting Shares submitted for conversion, the Company shall convert Proportionate Voting Shares up to the Beneficial Ownership Limitation in effect, based on the number of Proportionate Voting Shares submitted for conversion on such date. The determination of whether Proportionate Voting Shares are convertible (in relation to other securities owned by the holder together with any Affiliates) and of which Proportionate Voting Shares are convertible shall be in the sole discretion of the Company, and the submission of a Conversion Notice shall be deemed to be the holder's certification as to the holder's beneficial ownership of Subordinate Voting Shares of the Company, and the Company shall have the right, but not the obligation, to verify or confirm the accuracy of such beneficial ownership.

The holder, upon written notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions, provided that the Beneficial Ownership Limitation in no event exceeds 19.99% of the number of the Subordinate Voting Shares outstanding immediately after giving effect to the issuance of Subordinate Voting Shares upon conversion of Proportionate Voting Shares subject to the Conversion Notice. Any increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Company.

Conversion upon an Offer

In addition to the conversion rights set out above, in the event that an offer is made to purchase Subordinate Voting Shares:

- if there is a published market for the Subordinate Voting Shares, and the offer is one which is required to be made to all or substantially all the holders of Subordinate Voting Shares in a province or territory of Canada to which the requirement applies pursuant to (x) applicable securities laws or (y) the rules of any stock exchange on which the Subordinate Voting

- Shares of the Company are listed, unless an identical offer concurrently is made to purchase Proportionate Voting Shares; or
- if the Subordinate Voting Shares are not then listed, and the offer is one which would have been required to be made to all or substantially all the holders of Subordinate Voting Shares in a province or territory of Canada pursuant to (x) Applicable Securities Laws or (y) the rules of any stock exchange had the Subordinate Voting Shares been listed,

then each Proportionate Voting Share shall become convertible at the option of the holder into Subordinate Voting Shares at the Conversion Ratio then in effect, at any time while the offer is in effect until one day after the time prescribed by Applicable Securities Laws for the offeror to take up and pay for such shares as are to be acquired pursuant to the offer. The conversion right may only be exercised in respect of Proportionate Voting Shares for the purpose of depositing the resulting Subordinate Voting Shares under the offer, and for no other reason. In such event, the Company shall or shall cause its transfer agent for the Subordinate Voting Shares to deposit under the offer the resulting Subordinate Voting Shares, on behalf of the holder.

To exercise such conversion right, the holder or its attorney duly authorized in writing shall:

- give written notice to the transfer agent of the exercise of such right, and of the number of Proportionate Voting Shares in respect of which the right is being exercised;
- deliver to the transfer agent the share certificate(s), if any representing the Proportionate Voting Shares in respect of which the right is being exercised; and
- pay any applicable share certificate or Acknowledgement fee, stamp tax or similar duty on or in respect of such conversion.

No share certificates representing the Subordinate Voting Shares, resulting from the conversion of the Proportionate Voting Shares are delivered to the holders on whose behalf such deposit is being made. If Subordinate Voting Shares, resulting from the conversion and deposited pursuant to the offer, are withdrawn by the holder or are not taken up by the offeror, or the offer is abandoned, withdrawn or terminated by the offeror or the offer otherwise expires without such Subordinate Voting Shares being taken up and paid for, the Subordinate Voting Shares resulting from the conversion are re-converted into Proportionate Voting Shares at the inverse of Conversion Ratio then in effect and the Company shall send, or cause its transfer agent to send, to the holder a share certificate or Acknowledgement representing the Proportionate Voting Shares. In the event that the offeror takes up and pays for the Subordinate Voting Shares resulting from the conversion of the Proportionate Voting Shares, the Company shall or shall cause its transfer agent to deliver to the holders thereof the consideration paid for such shares by the offeror.

Any shareholder of record at the close of business on the Record Date who either personally attends the Meeting or who has completed and delivered a Proxy in the manner specified herein, subject to the provisions described above, shall be entitled to vote or to have such shareholder's shares voted at the Meeting.

In accordance with the accompanying Notice of Meeting, this Information Circular contains only ordinary resolutions, requiring for approval a majority of the votes in respect of the resolution.

PRINCIPAL HOLDERS OF VOTING SECURITIES

To the best of the knowledge of the Directors and Officers, no person or company beneficially owns, directly or indirectly, or exercises control over, shares carrying more than 10% of all voting rights other than the following individual:

<u>Name and Municipality of Residence of Shareholder</u>	<u>Number of Subordinate Voting Shares owned or controlled</u>	<u>Number of Proportionate Voting Shares owned or controlled</u>	<u>Percentage of Shares Owned on an As- Converted Basis as it relates to Proportionate Voting Shares</u>
Alexander Gray Austin, Texas, USA	Nil	482,376.37	23.82% ⁽¹⁾

⁽¹⁾ As at the Record Date and as of the date hereof.

MATTERS TO BE BROUGHT BEFORE THE MEETING

To the knowledge of the Board the only matters to be brought before the Meeting are set forth in the accompanying Notice of Meeting. These matters are described in more detail under the headings below.

1. FINANCIAL STATEMENTS, DIRECTORS REPORT, MANAGEMENT'S DISCUSSION AND ANALYSIS & ADDITIONAL INFORMATION

The Company's financial statements, including the accompanying notes and the auditor's report, and Management's Discussion and Analysis ("MD&A") for the year ended December 31, 2023 will be presented to the shareholders of the Company at the Meeting. Shareholders may contact the Company to request copies of the financial statements and MD&A by: (i) mail to Suite 2000 - 1111 West Georgia Street, Vancouver, British Columbia, V6E 4G2; or (ii) by email to the Corporate Secretary at secretary@inspiresemi.com.

Receipt at the Meeting of the financial statements of the Corporation for the financial year ended December 31, 2023 and the auditors' report thereon will not constitute approval or disapproval of any matters referred to therein.

Additional information relating to the Company may be found on its SEDAR+ profile at www.sedarplus.ca.

2. ELECTION OF DIRECTORS

Advance Notice

The Company adopted an advance notice By-Law on September 20, 2022 (the "**Advance Notice By-Law**") the terms of which are also contained in the Company's Articles. The Advance Notice By-Law provides for advance notice to the Company in circumstances where nominations of persons for election to the Board are made by shareholders of the Company other than pursuant to (i) a requisition of a meeting made pursuant to the provisions of the Business Corporations Act (British Columbia) or (ii) a shareholder proposal made pursuant to the provisions of the Business Corporations Act (British Columbia).

The purpose of the Advance Notice By-Law is to ensure that all shareholders, including those participating in a meeting by proxy rather than in person, receive adequate notice of the nominations to be considered at a meeting and can thereby exercise their voting rights in an informed manner. Among other things, the Advance Notice By-Law fixes a deadline by which holders of Shares must submit director nominations to the Company prior to any annual or special meeting of shareholders and sets forth the minimum information that a shareholder must include in the notice to the Company for the notice to be in proper written form.

In the case of an annual meeting of shareholders, notice to the Company must be made not less than 30 days nor more than 65 days prior to the date of the annual meeting. However, in the event that the annual meeting is to be held on a date that is less than 50 days after the date on which the first public announcement of the date of the annual meeting was made, notice may be made not later than the close of business on the tenth (10th) day following such public announcement.

The foregoing is merely a summary of the Advance Notice By-Law, is not comprehensive and is qualified by the full text of the Advance Notice By-Law which is available under the Company's SEDAR+ profile at www.sedarplus.ca and at the Company's website at <https://inspiresemi.com/investors>.

Management Nominees

The board of directors of the Company (the “**Board**” or “**Board of Directors**”) presently consists of seven (7) directors being, Alexander Gray, James J. Hickman, Mitchell Jacobson, Jeff R. Schneider, William R. Van Dell, Muneeb Yusuf and John B Kennedy. The term of office of each director expires at the Meeting.

Management of the Company has nominated each of the current directors for re-election at the Meeting. Management is also supporting the nomination of a new director for appointment being Jeff Brown, who was nominated by Humanitario Capital LLC pursuant to nomination rights granted to it under the Convertible Loan Agreement between it and the Company dated September 23, 2024. For further details of the Convertible Loan Agreement please see “*Particulars of Matters to be Acted Upon – Delisting*”.

The Company expects Mr. Brown to be appointed as a director of the Company prior to the Meeting.

Management does not contemplate that any of the nominees will be unable to serve as a director. Each director elected will hold office until the next annual general meeting of the Company or until his successor is elected or appointed, unless his office is earlier vacated in accordance with the Articles of the Company or with the provisions of the *Business Corporations Act* (British Columbia).

At the Meeting, shareholders will be asked to consider, and, if deemed appropriate, to pass, with or without variation, an ordinary resolution, the text of which is as follows (the “**Election Resolution**”):

“BE IT HEREBY RESOLVED as an ordinary resolution of the Company that:

- 1. the number of directors of the Company be fixed at eight (8);*
- 2. the election of each of Alexander Gray, James J. Hickman, Mitchell Jacobson, Jeff R. Schneider, William R. Van Dell, Muneeb Yusuf, John B. Kennedy and Jeff Brown as directors of the Company to hold office until the next annual meeting of the shareholders of the Company or until their successors are elected is hereby approved; and*
- 3. any officer or director of the Company is, and the agents of the Company are, hereby authorized and directed for and on behalf of the Company to execute and deliver, under corporate seal of the Company or otherwise, and all such other documents and instruments and to do all such other acts and things as in his or her opinion may be necessary or desirable to give full effect to the above resolutions.”*

The persons designated as proxyholders in the accompanying Proxy (absent contrary directions) intend to vote FOR the Election Resolution as set forth above and therein.

If for any reason any of the proposed nominees do not stand for election or are unable to serve as such, **proxies held by the persons designated as proxyholders in the accompanying Proxy will be voted for another nominee in their discretion unless the shareholder has specified in his or her form of proxy that his or her Shares are to be withheld from voting in the election of directors.**

The following table sets forth the names of the management nominees for election as directors; their offices and positions with the Company; the period of time that they have been directors; their present principal occupation, business or employment of each management nominee; and the number of shares of the Company which are beneficially owned, directly or indirectly, or controlled or directed by each management nominee.

<u>Name, Province and Country of Residence and Current Position with the Company</u>	<u>Director Since</u>	<u>Shares Beneficially Owned, Directly or Indirectly, or Over Which Control or Direction is Exercised</u> ⁽¹⁾	<u>Principal Occupation for the Past Five Years</u> ⁽¹⁾
<p>James J. Hickman Puerto Rico</p> <p><i>Executive Chairman & Director</i></p>	<p>February 22, 2021</p>	<p>1,600,000 Subordinate Voting Shares</p> <p>12,341.66 Proportionate Voting Shares</p>	<p>Managing Director of Strategic Bank International</p>
<p>William R. Van Dell Whitefish, MT</p> <p><i>CEO & Director</i></p>	<p>September 20, 2022</p>	<p>Nil</p>	<p>CEO of the Company</p> <p>Principal at Longbow Innovations LLC, a business advisory firm.</p>
<p>Alexander Gray Austin, TX, USA</p> <p><i>President, CTO & Director</i></p>	<p>September 20, 2022</p>	<p>482,376.37 Proportionate Voting Shares</p>	<p>President and CTO of the Company</p> <p>Founder and President of CryptoCore Intellectual Holdings LLC.</p>
<p>Jeff R. Schneider⁽²⁾ Nashville, TN, USA</p> <p><i>Director</i></p>	<p>September 20, 2022</p>	<p>Nil</p>	<p>Principal at Red Cedar Corp.</p>
<p>Mitchell Jacobson⁽²⁾ Austin, TX, USA</p> <p><i>Director</i></p>	<p>September 20, 2022</p>	<p>Nil</p>	<p>Self Employed Consultant and Independent Board Member</p> <p>Former Executive Director of the Austin Technology Incubator at the University of Texas ("ATI").</p>

<u>Name, Province and Country of Residence and Current Position with the Company</u>	<u>Director Since</u>	<u>Shares Beneficially Owned, Directly or Indirectly, or Over Which Control or Direction is Exercised</u> ⁽¹⁾	<u>Principal Occupation for the Past Five Years</u> ⁽¹⁾
Muneeb Yusuf ⁽²⁾ Toronto, ON <i>Director</i>	September 20, 2022	Nil	Chief Legal Officer at League Inc.
John B. Kennedy Elmira, NY <i>Director</i>	September 30, 2024	460,000 Subordinate Voting Shares 10,753.04 Proportionate Voting Shares	Chief Financial & Growth Officer at The Arc of Chemung-Schuylar from Oct., 2024 to present. Chief Financial Officer at Inspire from January 2020 to September, 2024
Jeff Brown Calabasas, CA <i>Director</i>	Nominee	Nil	Founder and President at JB & Associates since July 2023 Executive VP at Warner Bros. Entertainment until Jan. 2023

Notes:

- (1) Based on information as at October 21, 2024 as provided by the directors themselves.
(2) Current member of the Audit Committee, Compensation Committee and Governance and Nomination Committee.

Biographies of Proposed Directors

Biographical information regarding the proposed directors are set out below:

James J. Hickman, Director and Executive Chairman

James Hickman graduated from the United States Military Academy at West Point and served for several years as a U.S. Army Intelligence Officer. Following his military duty, James began a diverse and extensive business career across a variety of industries including finance, technology, retail, agriculture, publishing, and real estate. He is the founder and managing director of Strategic Bank International, a licensed financial institution based in the U.S. territory of Puerto Rico. He also founded Agricultural Land Company, a leading agribusiness based in South America. James was formerly Chairman of the Board of the ASX-listed U.S.

Residential Limited. In addition to his Bachelor of Science in Mathematics, he also holds a Masters' degree in Accounting from the University of Texas at Dallas.

William R. Van Dell, Director and Chief Executive Officer

William "Ron" Van Dell has 40 years of experience and an exceptional track record of success and proven leadership skills in early-stage, turn-around and established businesses. He is the former CEO of Primarion, SolarBridge, and several other semiconductor and hardware startups. He has deep experience in organization design and development, corporate/competitive strategy, international business & global accounts, technology road maps, and business development. He has played key roles in industry-leading category development and technology substitutions across power, communications, computing and renewable energy segments.

Mr. Van Dell was, from 2002 to 2008, a director of Synaptics, Inc., (SYNA:NASDAQ), a NASDAQ listed company that is a developer of human interface (HMI) hardware and software. Mr. Van Dell earned his Bachelors of Science in Electrical Engineering with honors from Michigan Technological University.

Alexander Gray, Director, Chief Technology Officer and President

Alexander Gray is the founder of Inspire and inventor of its processor architecture. He is a versatile technical leader skilled in most areas of electronic design, and across other engineering disciplines. He previously founded CryptoCore Intellectual Holdings LLC, the predecessor to Inspire, and Gray Global Enterprises LLC, a lab equipment supplier. He has over a decade of design engineering experience with companies including SunPower Company and SolarBridge Technologies. He earned his Bachelor of Science in Electrical Engineering from University of Illinois at Urbana-Champaign at age 20. He holds nine patents.

Jeff R. Schneider, Independent Director

Jeff Schneider, CPA (inactive) is the Principal at Red Cedar Corp. He previously served as President and Chief Financial Officer of Royalty Exchange from January 2016 to April 2018. Prior to joining Royalty Exchange, Mr. Schneider was the Chief Executive Officer of a financial publishing company, Choose Yourself Media. From 2012 through 2015, Mr. Schneider was also the COO at Early to Rise Publishing, a digital publishing company focused on health and wellness. After receiving an MBA from Purdue University, Mr. Schneider worked in audit and consulting for Boston Scientific, as well as Controller and Finance Manager at a chip development division of General Electric.

Mitchell Jacobson, Independent Director

Mr. Jacobson has over 22 years of innovation, entrepreneurship, and economic development experience in building industries, companies, and supporting job creation in the Texas economy and an additional 19 years of successful domestic and international experience as a key executive at three multi-billion global companies with responsibilities in general management, sales management and sales, marketing, and operations. He was an Executive Director at the Austin Technology Incubator at the University of Austin, Texas (the "ATI"), one the oldest and one of the most successful business and technology incubators in the country from 2009 until 2024. Prior to that he has held executive roles at Dell Technologies and Tech Data Company. Mr. Jacobson holds a BS in Business Administration from the University of Florida and an MBA from the University of South Florida.

Muneeb Yusuf, Independent Director

Mr. Yusuf is currently the Chief Legal Officer of League Inc., a technology-focused health company powering the digital transformation of healthcare. He has been recognized as a Leading Lawyer under the

age of 40 by Lexpert Magazine, one of the Top 25 Most Influential Lawyers 2023 by Canadian Lawyer Magazine and by Legal 500 for GC Powerlist Canada.

Previously, Mr. Yusuf was General Counsel of Dundee Agriculture, was General Counsel of Algoma Steel and formerly an attorney at Stikeman Elliott LLP. He holds a Juris Doctor from Osgoode Hall Law School, a Masters of Business Administration (finance specialization) from the Schulich School of Business and an Honors Bachelors of Science degree from the University of Toronto. Mr. Yusuf has sat on the board of directors of a number of public and private companies and currently sits on the board of directors United Nations Association Canada as Vice Chair.

John B. Kennedy, Director

John B. Kennedy has over 30 years of experience in finance and administration, with a strong focus in venture-backed startup and growth stage companies. Most recently he served as CFO of the Company, a role he held from 2019 to September, 2024, before joining The Arc of Chemung-Schuyler, a non profit out of New York, as Chief Growth and Financial Officer. Previously he was CFO at TriLumina, a leading illumination solution technology company. Prior to TriLumina Mr. Kennedy was CFO of Sprocket Media, Inc. and SolarBridge Technologies, Inc., a start-up solar micro-inverter company, VP of Finance and Administration for Primarion, Inc., a leading mixed signal digital power semiconductor company acquired by Infineon Technologies. Prior to Primarion, Mr. Kennedy was Director of Finance for publicly traded ValueClick, Inc. (now Conversant CNVR:NASDAQ), where he headed up worldwide Sarbanes-Oxley activities and participated in multiple acquisitions. Mr. Kennedy also held a senior finance role with GameTek, Inc., which went public on NASDAQ. Mr. Kennedy began his career with KPMG LLP. Mr. Kennedy holds a Bachelor of Science in Accounting and Finance from Elmira College in New York.

Jeff Brown, Director

Mr. Brown has had a long and successful career in the media industry, with extensive experience in distribution, digital Marketing and brand management. He currently owns and runs JB & Associates, a strategic and business building consulting firm and is a Faculty Lecturer in Entertainment Media Management, Cinema and Television Arts at California State University.

Previously he was with Warner Bros for over 26 years as a prominent executive in the Home Entertainment division, ending as Executive Vice President in January 2023. He helped lead Warner Bros. with its move into streaming, digital (VOD/EST) and physical media (DVD/Blu-ray). He managed P&L for distribution of television content, including WBTV, HBO, Turner productions and third-party partner brands such as the BBC and Peanuts, leading to Warner Bros. holding the top placed market share in the area for over 20 years. He spearheaded the adoption of digital marketing process and strategies and oversaw the implementation of new customer acquisition strategies and adherence to best-in-class data driven analytics. He also previously worked in brand management and finance for other large brands including Nestle, General Mills and the Gap.

Mr. Brown holds an MBA from Stanford Graduate School of Business, a BSE in Finance from Wharton, University of Pennsylvania and a BA in Political Science from University of Pennsylvania.

Corporate Cease Trade Orders or Bankruptcies

Other than as disclosed below no proposed director of the Company, has been a director, chief executive officer or chief financial officer of any Person or Company that, while that Person was acting in that capacity, was the subject of a cease trade or similar order, or an order that denied the other issuer access to any exemptions under applicable securities law, for a period of more than 30 consecutive days, or 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.

Muneeb Yusuf was previously a director of Sweet Natural Trading Co. Limited ("Sweet Natural") which was issued a cease trade order by the Ontario Securities Commission on May 6, 2019 for failure to file its Annual Financial Statements, Management Discussion and Analysis and required officer certificates for the year ended December 31, 2018. Mr. Yusuf resigned as a director of Sweet Natural on August 26, 2019. The cease trade order remains active.

Penalties or Sanctions

No proposed director has been subject to 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 been subject to any other penalties or sanctions imposed by a court or regulatory body, including a self-regulatory body, that would be likely to be considered important to a reasonable securityholder making a decision about the matters discussed herein.

Personal Bankruptcies

No proposed director has, within the 10 years before the date of this Information Circular become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or been 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.

3. APPOINTMENT OF AUDITORS

Shareholders will be asked to vote for the appointment of Davidson & Company Chartered Professional Accountants ("**Davidson**"), to serve as auditors of the Company to hold office until the next annual general meeting of the shareholders or until such firm is removed from office or resigns as provided by law and to authorize the Board of the Company to fix the remuneration to be paid to Davidson, of Suite 1200 – 609 Granville Street, Vancouver, British Columbia, V7Y 1G6. Davidson was first appointed as auditor of the Company in March 2021.

Recommendation: Management recommends shareholders to vote for the approval of the appointment of Davidson as the Company's auditors at remuneration to be fixed by the Board of the Company. In the absence of instructions to the contrary, the enclosed proxy will be voted in favour of the resolution.

4. UPDATED EQUITY INCENTIVE PLAN

Shareholders of the Company will be asked at the Meeting to consider and, if deemed appropriate, to pass an ordinary resolution authorizing the approval of the Company's amended and restated Equity Incentive Plan (the "**Updated Equity Incentive Plan**"), an omnibus long-term incentive plan, under which the Company may grant stock options, restricted share units, performance share units and deferred share units to eligible persons provided that the number of securities outstanding under the Updated Equity Incentive Plan shall not exceed 20% of the issued and outstanding shares of the Company at the date of the Updated Equity Incentive Plan.

The shareholders of the Company approved the Company's existing Equity Incentive Plan (the "**Current Equity Incentive Plan**") at its annual general and special meeting held on June 28, 2024. The text of the Updated Equity Incentive Plan will remain the same as the Current Equity Incentive Plan however the implementation of the Updated Equity Incentive Plan will increase the number of Subordinate Voting Shares authorized for issuance under the Updated Equity Incentive Plan from 20% of the issued and outstanding Shares (on an as converted basis as it relates to Proportionate Voting Shares) on May 24, 2024 to 20% of the issued and outstanding Shares (on an as converted basis as it relates to Proportionate Voting Shares) as at the effective date of the Updated Equity Incentive Plan which is October 21, 2024.

The adoption of the Updated Equity Incentive Plan will be subject to the approval of the TSXV. There can be no assurance that approval of the Updated Equity Incentive Plan will be approved by the TSXV on the terms set out herein.

A copy of the Updated Equity Incentive Plan is set forth in Appendix "A". A summary of the terms of the Updated Equity Incentive Plan is set out below. Capitalized terms not defined in this summary are defined in the Updated Equity Incentive Plan.

Summary of Updated Equity Incentive Plan

Purpose

The purpose of the Updated Equity Incentive Plan is to, among other things: (i) provide the Company with an equity-related mechanism to attract, retain and motivate qualified directors, officers, employees and consultants of the Company, including its subsidiaries, (ii) reward directors, officers, employees and consultants that have been granted awards under the Updated Equity Incentive Plan for their contributions toward the long-term goals and success of the Company, and (iii) enable and encourage such directors, officers, employees and consultants to acquire Subordinate Voting Shares as long-term investments and proprietary interests in the Company.

The Updated Equity Incentive Plan provides flexibility to the Company to grant equity-based incentive awards in the form of stock options ("**Options**"), restricted share units ("**RSUs**"), performance share units ("**PSUs**") and deferred share units ("**DSUs**"), as described in further detail below. The following is a summary of the Updated Equity Incentive Plan, which is qualified in its entirety by the full text of the Updated Equity Incentive Plan.

Shares Subject to the Updated Equity Incentive Plan

The Updated Equity Incentive Plan is a "fixed" plan in that, it provides that the aggregate maximum number of Subordinate Voting Shares that may be reserved for issuance under the Updated Equity Incentive Plan shall not exceed twenty percent (20%) of the issued and outstanding Subordinate Voting Shares as of the effective date of the Updated Equity Incentive Plan (the "**Reserved Shares**").

As of the effective date of the Updated Equity Incentive Plan, being October 21, 2024, there were 68,326,257 Subordinate Voting Shares, and 1,341,746.73 Proportionate Voting Shares issued and outstanding. On an as-converted basis as it relates to Proportionate Voting Shares there were 202,500,930 Subordinate Voting Shares issued and outstanding. Therefore there will be a total of 40,500,186 Subordinate Voting Shares that may be reserved for issuance under the Updated Equity Incentive Plan.

To the extent any awards under the Updated Equity Incentive Plan are terminated or cancelled for any reason prior to exercise in full, the Subordinate Voting Shares subject to such awards (or any portion(s) thereof) shall be added back to the number of Subordinate Voting Shares reserved for issuance under the Updated Equity Incentive Plan.

Participation Limits

The Updated Equity Incentive Plan provides that the aggregate number of Subordinate Voting Shares (a) issuable to Insiders at any time (under all of the Company's security-based compensation arrangements) cannot exceed ten (10%) percent of the issued and outstanding Subordinate Voting Shares (on an as-converted basis as it related to Proportionate Voting Shares), and (b) issued to Insiders within any one-year period (under all of the Company's security-based compensation arrangements) cannot exceed ten (10%) percent of the issued and outstanding Subordinate Voting Shares (on an as-converted basis as it related to Proportionate Voting Shares). For so long as the Subordinate Voting Shares are listed and posted for trading on the TSXV: (a) not more than two percent (2%) of the issued and outstanding Subordinate Voting Shares (on an as-converted basis as it related to Proportionate Voting Shares) may be granted to

any one consultant in any 12 month period, (b) Investor Relations Service Providers (as defined in the policies of the TSXV) and Eligible Charitable Organizations (as defined in the policies of the TSXV) may not receive any awards other than Options, (c) not more than an aggregate of two percent (2%) the issued and outstanding Subordinate Voting Shares (on an as-converted basis as it related to Proportionate Voting Shares) may be granted in aggregate pursuant to Options to investor relations service providers in any 12-month period, (d) not more than an aggregate of one percent (1%) the issued and outstanding Subordinate Voting Shares (on an as-converted basis as it related to Proportionate Voting Shares) may be granted in aggregate pursuant to Options to Eligible Charitable Organizations in any 12-month period, and (e) unless the Company has obtained disinterested shareholder approval, the Company shall not decrease the exercise price or extend the term of Options previously granted to Insiders.

TSXV Policy 4.4 generally requires, unless the Company has obtained disinterested shareholder approval, that the aggregate number of Subordinate Voting Shares (a) issuable to Insiders at any time (under all of the Company's security-based compensation arrangements) cannot exceed ten (10%) percent of the issued and outstanding Subordinate Voting Shares (on an as-converted basis as it related to Proportionate Voting Shares), and (b) issued to Insiders within any one-year period (under all of the Company's security-based compensation arrangements) cannot exceed ten (10%) percent of the issued and outstanding Subordinate Voting Shares (on an as-converted basis as it related to Proportionate Voting Shares) and (c) not more than five percent (5%) of the issued and outstanding Subordinate Voting Shares (on an as-converted basis as it related to Proportionate Voting Shares) may be issued to any one Person in any 12-month period.

The proposed Updated Equity Incentive Plan does not include those restrictions set out in the preceding paragraph. The Company is therefore seeking disinterested Shareholder approval at the Meeting to approve the Updated Equity Incentive Plan.

For so long as the Subordinate Voting Shares are listed and posted for trading on the TSXV, any Subordinate Voting Shares issued by the Company through the assumption or substitution of outstanding stock options or other equity-based awards from an acquired company will reduce the number of Subordinate Voting Shares available for issuance pursuant to the exercise of awards granted under the Updated Equity Incentive Plan.

Administration of the Updated Equity Incentive Plan

The Plan Administrator (as defined in the Updated Equity Incentive Plan) is determined by the Board. The Updated Equity Incentive Plan may in the future be administered by the Board itself or delegated to a committee of the Board. The Plan Administrator determines which directors, officers, consultants, employees and Eligible Charitable Organizations are eligible to receive awards under the Updated Equity Incentive Plan, the time or times at which awards may be granted, the conditions under which awards may be granted or forfeited to the Company, the number of Subordinate Voting Shares to be covered by any award, the exercise price of any award, whether restrictions or limitations are to be imposed on the Subordinate Voting Shares issuable pursuant to grants of any award, and the nature of any such restrictions or limitations, any acceleration of exercisability or vesting, or waiver of termination regarding any award, based on such factors as the Plan Administrator may determine.

In addition, the Plan Administrator interprets the Updated Equity Incentive Plan and may adopt administrative rules, regulations, procedures and guidelines governing the Updated Equity Incentive Plan or any awards granted under the Updated Equity Incentive Plan as it deems appropriate.

Eligibility

All directors, officers, consultants and employees of the Company are eligible to participate in the Updated Equity Incentive Plan. The extent to which any such individual is entitled to receive a grant of an award pursuant to the Updated Equity Incentive Plan will be determined in the discretion of the Plan Administrator. The Company and the plan participant shall be responsible for ensuring that the participant is a *bona fide* director, officer, employee, or consultant as the case may be.

Types of Awards

Awards of Options, RSUs, PSUs and DSUs may be made under the Updated Equity Incentive Plan. All of the awards described below are subject to the conditions, limitations, restrictions, exercise price, vesting, settlement and forfeiture provisions determined by the Plan Administrator, in its sole discretion. Awards are subject to limitations set out in the Updated Equity Incentive Plan, and by the TSXV and will generally be evidenced by an award agreement. In addition, subject to the limitations provided in the Updated Equity Incentive Plan and in accordance with applicable law and TSXV requirements, the Plan Administrator may accelerate or defer the vesting or payment of awards, cancel or modify outstanding awards, and waive any condition imposed with respect to awards or Shares issued pursuant to awards.

Options

An Option entitles a holder thereof to purchase a prescribed number of treasury Subordinate Voting Shares at an exercise price set at the time of the grant. The Plan Administrator will establish the exercise price at the time each Option is granted, which exercise price must in all cases be not less than the Discounted Market Price (as defined in TSXV Policy 1.1) for so long as the Subordinate Voting Shares are listed and posted for trading on the TSXV. Subject to any accelerated termination as set forth in the Updated Equity Incentive Plan, each Option expires on its respective expiry date. The Plan Administrator will have the authority to determine the vesting terms applicable to grants of Options, subject to the restrictions in the Updated Equity Incentive Plan relating to Options granted to investor Relations Service Providers and Eligible Charitable Organizations. Once a Option becomes vested, it shall remain vested and shall be exercisable until expiration or termination of the Option, unless otherwise specified by the Plan Administrator, or as otherwise set forth in any written employment agreement, consulting agreement, award agreement or other written agreement between the Company or a subsidiary thereof and the participant. The Plan Administrator has the right to accelerate the date upon which any Option becomes exercisable. The Plan Administrator may provide at the time of granting a Option that the exercise of that Option is subject to restrictions, in addition to those specified in the Updated Equity Incentive Plan, such as vesting conditions relating to the attainment of specified performance goals.

Unless otherwise specified by the Plan Administrator at the time of granting a Option and set forth in the particular award agreement, an exercise notice must be accompanied by payment of the exercise price. To the extent permitted by and otherwise subject to the rules and policies of the TSXV, a participant may, at the discretion of the Board, in lieu of exercising a Option pursuant to an exercise notice, elect to surrender such Option to the Company (a "**Cashless Exercise**") in consideration for an amount from the Company equal to (i) the Market Price (as defined in the Updated Equity Incentive Plan) of the Subordinate Voting Shares issuable on the exercise of such Option (or portion thereof) as of the date such Option (or portion thereof) is exercised, less (ii) the aggregate exercise price of the Option (or portion thereof) surrendered relating to such Subordinate Voting Shares (the "**In-the-Money Amount**") by written notice to the Company indicating the number of Options such participant wishes to exercise using the Cashless Exercise, and such other information that the Company may require. Subject to the provisions of the Updated Equity Incentive Plan, the Company will satisfy payment of the In-the-Money Amount by delivering to the participant such number of Subordinate Voting Shares having an aggregate fair market value (based on the Market Price on the date of exercise) equal to the In-the-Money Amount. Any Options surrendered in connection with a Cashless Exercise will not be added back to the number of Subordinate Voting Shares reserved for issuance under the Updated Equity Incentive Plan.

Restricted Share Units

An RSU is a unit equivalent in value to a Subordinate Voting Share credited by means of a bookkeeping entry in the books of the Company which entitles the holder to receive one Subordinate Voting Share (or the value thereof) for each RSU after a specified vesting period. The Plan Administrator may, from time to time, subject to the provisions of the Updated Equity Incentive Plan and such other terms and conditions as the Plan Administrator may prescribe, grant RSUs to any participant in respect of services rendered by the applicable participant in a taxation year (the "**RSU Service Year**").

The number of RSUs (including fractional RSUs) granted at any particular time under the Updated Equity Incentive Plan will be calculated by dividing (a) the amount of any bonus or similar payment that is to be paid in RSUs (including the elected amount, as applicable), as determined by the Plan Administrator, by (b) the greater of (i) the Discounted Market Price of a Subordinate Voting Share on the date of grant, or and (ii) such amount as determined by the Plan Administrator in its sole discretion. The Plan Administrator shall have the authority to determine any vesting terms applicable to the grant of RSUs, provided that the terms comply with Section 409A of Code, to the extent applicable.

Upon settlement, holders will receive (a) one fully paid and non-assessable Subordinate Voting Share in respect of each vested RSU, (b) a cash payment or (c) a combination of Subordinate Voting Shares and cash, in each case as determined by the Plan Administrator. Any such cash payments made by the Company shall be calculated by multiplying the number of RSUs to be redeemed for cash by the Market Price per Subordinate Voting Share as at the settlement date. Subject to the provisions of the Updated Equity Incentive Plan and except as otherwise provided in an award agreement, no settlement date for any RSU shall occur, and no Subordinate Voting Share shall be issued or cash payment shall be made in respect of any RSU any later than the final business day of the third calendar year following the applicable RSU Service Year.

Performance Share Units

A PSU is a unit equivalent in value to a Subordinate Voting Share credited by means of a bookkeeping entry in the books of the Company which entitles the holder to receive one Subordinate Voting Share (or the value thereof) for each PSU after specific performance-based vesting criteria determined by the Plan Administrator, in its sole discretion, have been satisfied. The performance goals to be achieved during any performance period, the length of any performance period, the amount of any PSUs granted, the termination of a participant's employment and the amount of any payment or transfer to be made pursuant to any PSU will be determined by the Plan Administrator and by the other terms and conditions of any PSU, all as set forth in the applicable award agreement. The Plan Administrator may, from time to time, subject to the provisions of the Updated Equity Incentive Plan and such other terms and conditions as the Plan Administrator may prescribe, grant PSUs to any participant in respect of a bonus or similar payment in respect of services rendered by the applicable participant in a taxation year (the "**PSU Service Year**").

The Plan Administrator shall have the authority to determine any vesting terms applicable to the grant of PSUs. Upon settlement, holders will receive (a) one fully paid and non-assessable Subordinate Voting Share in respect of each vested PSU, (b) a cash payment, or (c) a combination of Subordinate Voting Shares and cash, in each case as determined by the Plan Administrator. Any such cash payments made by the Company to a participant shall be calculated by multiplying the number of PSUs to be redeemed for cash by the Market Price per Subordinate Voting Share as at the settlement date. Subject to the provisions of the Updated Equity Incentive Plan and except as otherwise provided in an award agreement, no settlement date for any PSU shall occur, and no Subordinate Voting Share shall be issued or cash payment shall be made in respect of any PSU any later than the final business day of the third calendar year following the applicable PSU Service Year.

Deferred Share Units

A DSU is a unit equivalent in value to a Subordinate Voting Share credited by means of a bookkeeping entry in the books of the Company which entitles the holder to receive one Subordinate Voting Share (or, at the election of the holder and subject to the approval of the Plan Administrator, the cash value thereof) for each DSU on a future date. The Board may fix from time to time a portion of the total compensation (including annual retainer) paid by the Company to a director in a calendar year for service on the Board (the "**Director Fees**") that are to be payable in the form of DSUs. In addition, each director is given, subject to the provisions of the Updated Equity Incentive Plan, the right to elect to receive a portion of the cash Director Fees owing to them in the form of DSUs.

The Plan Administrator shall have the authority to determine any vesting terms applicable to the grant of DSUs, provided that, for so long as the Subordinate Voting Shares are listed and posted for trading on the

TSXV, no DSUs may vest before the date that is one year following the Date of Grant. The number of DSUs (including fractional DSUs) granted at any particular time will be calculated by dividing (a) the amount of any director fees that are paid in DSUs, by (b) the Market Price of a Subordinate Voting Share on the date of grant. Upon settlement, holders will receive (a) one fully paid and non- assessable Subordinate Voting Share in respect of each vested DSU, (b) a cash payment, or (c) a combination of Subordinate Voting Shares and cash, in each case as determined by the Plan Administrator in its sole discretion. Any cash payments made under the Updated Equity Incentive Plan by the Company to a participant in respect of DSUs to be redeemed for cash shall be calculated by multiplying the number of DSUs to be redeemed for cash by the Market Price per Subordinate Voting Share as at the settlement date.

Dividend Equivalents

Unless otherwise determined by the Plan Administrator, awards of RSUs, PSUs and DSUs shall be credited with dividend equivalents in the form of additional RSUs, PSUs and DSUs, as applicable. Dividend equivalents shall vest in proportion to, and settle in the same manner as, the awards to which they relate. Such dividend equivalents shall be computed by dividing: (a) the amount obtained by multiplying the amount of the dividend declared and paid per Subordinate Voting Share by the number of RSUs, PSUs and DSUs, as applicable, held by the participant on the record date for the payment of such dividend, by (b) the Market Price at the close of the first business day immediately following the dividend record date, with fractions computed to three decimal places. For clarity, any dividend equivalents granted shall be included in calculating the limits prescribed by the Updated Equity Incentive Plan. If the Company does not have a sufficient number of available Subordinate Voting Share under the Updated Equity Incentive Plan to grant such dividend equivalents, the Company shall make such dividend payment in cash.

Black-out Periods

If an award expires during, or within five business days after, a routine or special trading Blackout Period (as defined in the Updated Equity Incentive Plan), then, notwithstanding any other provision of the Updated Equity Incentive Plan, unless the delayed expiration would result in negative tax consequences to the holder of the award, the award shall expire five business days after the Blackout Period is lifted by the Company; and provided that, (i) the Blackout Period must be deemed to have expired upon the general disclosure of the undisclosed Material Information (as defined in the Updated Equity Incentive Plan, and (ii) the automatic extension of an award will not be permitted where the participant or the Company is subject to a cease trade order (or similar order under applicable securities laws) in respect of the Company's securities.

Term

While the Updated Equity Incentive Plan does not stipulate a specific term for awards granted thereunder, other than the Options, which are subject to a maximum term of 10 years from the date of grant, subject to certain adjustments, as discussed below, Company shareholder approval is required to permit an option award to be exercisable beyond 10 years from its date of grant, except where an expiry date would have fallen within a Blackout Period of the Company. All awards must vest and settle in accordance with the provisions of the Updated Equity Incentive Plan and any applicable award agreement, which award agreement may include an expiry date for a specific award.

Termination of Employment or Services

The following table describes the impact of certain events upon the participants under the Updated Equity Incentive Plan, including termination for cause, resignation, termination without cause, disability, death or retirement, subject, in each case, to the terms of a participant's applicable employment agreement, consulting agreement, award agreement or other written agreement and subject to applicable employment standards legislation or regulations applicable to the participant's employment or other engagement with the Company or any of its subsidiaries:

Event	Provisions
Termination for Cause	Any unvested awards held that have not been exercised, settled or surrendered as of the Termination Date (as defined in the Updated Equity Incentive Plan) shall be immediately forfeited and cancelled for no consideration and the participant shall not be entitled to any damages or other amounts in respect of such cancelled awards.
Resignation	Any vested awards may, subject to the terms of the Updated Equity Incentive Plan be exercised, settled or surrendered to the Company by the participant at any time during the period that terminates on the earlier of: (a) the expiry date of such award, (b) the date that is 90 days after the Termination Date, and (c) March 15 of the following calendar year (provided that any Awards subject to Section 409A of the Code awarded to U.S. Taxpayers (as defined in the Updated Equity Incentive Plan) shall be exercised, settled or surrendered within the same calendar year as the Participant's Separation from Service), with any award that has not been exercised, settled or surrendered at the end of such period shall be immediately forfeited and cancelled for no consideration and the participant shall not be entitled to any damages or other amounts in respect of such cancelled awards.
Termination without Cause	Any vested awards may, subject to the terms of the Updated Equity Incentive Plan be exercised, settled or surrendered to the Company by the participant at any time during the period that terminates on the earlier of: (a) the expiry date of such award, (b) the date that is 90 days after the Termination Date, and (c) March 15 of the following calendar year (provided that any Awards subject to Section 409A of the Code awarded to U.S. Taxpayers (as defined in the Updated Equity Incentive Plan) shall be exercised, settled or surrendered within the same calendar year as the Participant's Separation from Service), with any award that has not been exercised, settled or surrendered at the end of such period shall be immediately forfeited and cancelled for no consideration and the participant shall not be entitled to any damages or other amounts in respect of such cancelled awards.
Disability	Any award held by the participant that has not vested as of the date of the Disability (as defined in the Updated Equity Incentive Plan) of such participant shall vest on such date and may, subject to the terms of the Updated Equity Incentive Plan, be exercised, settled or surrendered to the Company by the participant at any time until the expiration date of such award, provided that: (i) with respect to any PSUs held by such participant, the attainment of performance goals shall be assessed on the basis of actual achievement of the performance goals up to the Termination Date, if the applicable performance period has been completed and the Company can determine if the performance goals have been attained, failing which the Company will assume Target Performance (as defined in the Updated Equity Incentive Plan); and (ii) any awards subject to section 409A of the Code awarded to U.S. Taxpayers shall be exercised, settled or surrendered within the same calendar year as the participant's "separation from service". Any award that has not been exercised, settled or surrendered at the end of such period shall be immediately forfeited and cancelled for no consideration and the participant shall not be entitled to any damages or other amounts in respect of such cancelled awards.
Death	Any award held by the participant that has not vested as of the date of the death of such participant shall vest on such date and may, subject to the terms of the Updated Equity Incentive Plan, be exercised, settled or surrendered to the Company by the participant at any time during the period that terminates on the earlier of: (a) the expiry date of such award, and (b) the first anniversary of the date of the death of such participant, provided that (i) with respect to any PSUs held by such participant, the attainment of performance goals shall be assessed on the basis of actual achievement of the performance goals up to the date of death of such participant, if the applicable performance period has been completed and the Company can determine if the performance goals have been attained, failing which the Company will assume Target Performance; and (ii) any awards subject to section 409A of the Code awarded to U.S. Taxpayers shall be exercised, settled or surrendered within the same calendar year as the participant's death. Any award that has not been exercised, settled or surrendered at the end of such period shall be immediately forfeited and cancelled and the participant shall not be entitled to any damages or other amounts in respect of such cancelled awards.
Retirement	Any award held by the participant that has not vested as of the date of Retirement (as defined in the Updated Equity Incentive Plan) shall continue to vest in accordance with its terms and, if any such awards vest, shall be exercised, settled or surrendered by the Company to the participant provided that (a) with respect to any PSUs held by such participant, the attainment of performance goals shall be assessed on the basis of actual achievement of the performance (b) any Awards to U.S. Taxpayers will be subject to the

	<p>terms of the applicable Award Agreement with respect to Participant's Retirement, and (3) for so long as the Shares are listed and posted for trading on the TSXV, any such Award shall expire within a reasonable period, not exceeding twelve (12) months from the Termination Date, following which the Participant shall not be entitled to any damages or other amounts in respect of such expired Awards.</p> <p>Notwithstanding the foregoing, if, following his or her Retirement, the participant breaches the terms of any restrictive covenant in the participant's written or other applicable employment or other agreement with the Company or a subsidiary of the Company, any award held by the participant that has not been exercised, surrendered or settled shall be immediately forfeited and cancelled for no consideration and the participant shall not be entitled to any damages or other amounts in respect of such cancelled awards.</p>
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The Plan Administrator may, in its discretion, at any time prior to, or following the events listed above, or in an employment agreement, consulting agreement, award agreement or other written agreement between the Company or a subsidiary of the Company and a individual receiving an award under the Updated Equity Incentive Plan, permit the acceleration or vesting of any or all awards or waive termination of any or all awards, all in the manner and on the terms as may be authorized by the Plan Administrator; provided that, for so long as the Subordinate Voting Shares are listed and posted for trading on the TSXV: (a) no acceleration of the vesting of Options granted to investor relations service providers is permitted without prior TSXV acceptance; and (b) no awards (other than Options) may vest before the date that is one year following the date it is granted or issued, other than as may be permitted or not prohibited pursuant to TSXV policies.

Change in Control

Subject to certain rules and restrictions of the TSXV, under the Updated Equity Incentive Plan, except as may be set forth in an employment agreement, consulting agreement, award agreement or other written agreement between the Company or a subsidiary of the Company and a participant:

If within 12 months following the completion of a transaction resulting in a Change in Control (as defined in the Updated Equity Incentive Plan), a participant's employment, consultancy or directorship is terminated without Cause (as defined in the Updated Equity Incentive Plan) or the participant resigns with Good Reason (as defined in the Updated Equity Incentive Plan):

- a portion of any unvested awards shall immediately vest, such portion to be equal to the number of unvested awards held by the participant as of the Termination Date multiplied by a fraction, the numerator of which is the number of days between the date of grant and the Termination Date and the denominator of which is the number of days between the date of grant and the date any unvested awards were originally scheduled to vest, which vested awards may be exercised, settled or surrendered to the Company by such participant at any time during the period that terminates on the earlier of: (A) the expiration date of such award; and (B) the date that is 90 days after the Termination Date, provided that (1) with respect to any PSU held by such participant, the attainment of performance goals shall be assessed on the basis of actual achievement of the performance goals up to the Termination Date, if the applicable performance period has been completed and the Company can determine if the performance goals have been attained, failing which the Company will assume Target Performance, and (2) any awards subject to section 409A of the Code awarded to U.S. Taxpayers, shall, if such awards vest, be exercised, settled or surrendered within the same calendar year as the participant's Separation from Service (As defined in the Updated Equity Incentive Plan), with any award that has not been exercised, settled or surrendered at the end of such period shall be immediately forfeited and cancelled for no consideration and the participant shall not be entitled to any damages or other amounts in respect of such cancelled awards; and

- any vested awards may, subject to the terms of the Updated Equity Incentive Plan, be exercised, settled or surrendered to the Company by the participant at any time during the period that terminates on the earlier of: (A) the expiration date of such award; and (B) the date that is 90 days after the Termination Date, with any award that has not been exercised, settled or surrendered at the end of such period shall be immediately forfeited and cancelled for no consideration and the participant shall not be entitled to any damages or other amounts in respect of such cancelled awards.

Unless otherwise determined by the Plan Administrator, if, as a result of a Change in Control, the Subordinate Voting Shares will cease trading on the TSXV or any other exchange, the Company may terminate all of the awards, other than an option held by a Canadian Taxpayer (as defined in the Updated Equity Incentive Plan) for the purposes of the Tax Act, granted under the Updated Equity Incentive Plan at the time of, and subject to the completion of, the Change in Control transaction by paying to each holder an amount equal to the fair market value of his or her respective award (as determined by the Plan Administrator, acting reasonably) at or within a reasonable period of time following completion of such Change in Control transaction.

Non-Transferability of Awards

Except to the extent that certain rights may pass to a beneficiary or legal representative upon the death of a participant by will or as required by law, no assignment or transfer of awards granted under the Updated Equity Incentive Plan, whether voluntary, involuntary, by operation of law or otherwise, is permitted.

Amendments to the Updated Equity Incentive Plan

The Plan Administrator may also from time to time, without notice and without approval of the holders of voting shares, amend, modify, change, suspend or terminate the Updated Equity Incentive Plan or any awards granted pursuant thereto as it, in its discretion, determines appropriate, provided that (a) no such amendment, modification, change, suspension or termination of the Updated Equity Incentive Plan or any award granted pursuant thereto may materially impair any rights of a participant or materially increase any obligations of a participant under the Updated Equity Incentive Plan without the consent of such participant, unless the Plan Administrator determines such adjustment is required or desirable in order to comply with any applicable securities laws or stock exchange requirements, and (b) any amendment that would cause an award held by a U.S. to be subject to the additional tax penalty under Section 409A(1)(b)(i)(II) of the Code, as amended, shall be null and *void ab initio*.

Notwithstanding the above, and subject to the rules of the TSXV, the approval of Company shareholders is required to effect any of the following amendments to the Updated Equity Incentive Plan:

- increasing the percentage, or in the case of a fixed plan (which applies to the Updated Equity Incentive Plan) the number, of the issued and outstanding Subordinate Voting Shares reserved for issuance under the Updated Equity Incentive Plan, except pursuant to the provisions in the Updated Equity Incentive Plan which permit the Plan Administrator to make equitable adjustments in the event of transactions affecting the Company or its capital;
- reducing the exercise price of an Option award (for this purpose, a cancellation or termination of an award of a participant prior to its expiry date for the purpose of reissuing an award to the same participant with a lower exercise price shall be treated as an amendment to reduce the exercise price of an award) except pursuant to the provisions in the Updated Equity Incentive Plan which permit the Plan Administrator to make equitable adjustments in the event of transactions affecting the Company or its capital;
- extending the term of a Option award beyond the original expiry date (except where an expiry date would have fallen within a blackout period applicable to the participant or within five business days following the expiry of such a blackout period);

- permitting an option award to be exercisable beyond its maximum term as set out in the Updated Equity Incentive Plan (except where an expiry date would have fallen within a blackout period);
- increasing or removing the limits on the participation of non-employee directors;
- permitting awards to be transferred to a person;
- changing the eligible participants;
- pertaining to a matter expressly subject to approval of the Company shareholders pursuant to the applicable rules of the TSXV; and
- deleting or otherwise limiting the amendments which require approval of the Company shareholders.

Voting on the Updated Equity Incentive Plan.

As further described above in the section above entitled *Participation Limits*, due to certain restrictions not being present in the Updated Equity Incentive Plan, and pursuant to TSXV Policy 4.4, the Updated Equity Incentive Plan must be approved by a majority of the votes cast by the holders of Shares who vote at the meeting, excluding shares (the “**Excluded Shares**”) held by directors, officers or other Insiders (as defined under TSXV policies) of the Company and their Associates and Affiliates (as each are defined under TSXV policies).

To the knowledge of management of the Company, there are 2,160,000 Subordinate Voting Shares and 508,947.09 Proportionate Voting Shares which are Excluded Shares and will be excluded from voting on the Plan Resolution (as defined below) under TSXV Policy 4.4.

Thereafter, in order to maintain the Updated Equity Incentive Plan in its current form, without including such restrictions, the Company must seek similar approval of the Updated Equity Incentive Plan at each annual general meeting of the shareholders of the Company.

Therefore, at the Meeting, shareholders of shares that are not Incentive Plan Excluded Shares will be asked to approve an ordinary resolution substantially in the following form (the “**Plan Resolution**”):

“BE IT HEREBY RESOLVED as an ordinary resolution of the Company that:

1. *the adoption of the Company’s Updated Equity Incentive Plan as attached to the Company’s Information Circular dated October 21,, 2024 as Appendix “A” (the “**Updated Equity Incentive Plan**”) be and is hereby ratified, confirmed, authorized and approved, subject to such amendments as may be required by the TSX Venture TSXV, or as otherwise approved by the Board of Directors;*
2. *the reservation under the Updated Equity Incentive Plan of up to a maximum of 20% of the of the Company’s issued and outstanding Subordinate Voting Shares as at October 21, 2024 (on a non-diluted basis, but on an as-converted basis as it relates to the Proportionate Voting Shares) be and is hereby ratified, confirmed, authorized and approved;*
3. *such amendments to the Updated Equity Incentive Plan are authorized to may be made from time to time as the Board may, in its discretion, consider to be appropriate, provided that such amendments will be subject to the approval of all applicable regulatory authorities and in certain cases, in accordance with the terms of the Updated Equity Incentive Plan, the shareholders; and*
4. *any one director or officer of the Company be and is hereby authorized and directed, for and on behalf of the Company, to execute and deliver all such documents, agreements and instruments, and to do all such other acts and things as such director or officer may determine to be necessary or advisable*

to give effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such documents, agreements or instruments or the doing of any such act or thing;

Recommendation: Management recommends that shareholders vote in favour of the above Plan Resolution. In the absence of instructions to the contrary, the enclosed proxy will be voted in favour of the Plan Resolution.

5. DELISTING FROM THE TSX VENTURE EXCHANGE

On September 23, 2024, the Company entered into a Convertible Loan Agreement (the “**Loan Agreement**”) with Humanitario Capital, LLC (the “**Lender**”), pursuant to which the Lender agreed to loan the Company C\$10,000,000 (the “**Loan**”). The Loan is unsecured, bears interest of 10% per annum, compounded monthly, and is repayable on September 23, 2025,

The Loan Agreement further provides that if a delisting of all classes of shares of the Company from the TSXV occurs by January 31, 2025, the Loan shall automatically convert (the “**Conversion**”) to units (each a “**Unit**”) at a price per Unit of C\$13.50 and all accrued and unpaid interest thereon will be forgiven. Each Unit will consist of one proportionate voting share in the capital of the Company (each an “PV Share”) and one PV Share purchase warrant of the Company (a “PVS Warrant”). Each PVS Warrant shall be exercisable to acquire one PV Share until September 23, 2029 at an exercise price of C\$13.50.

If a delisting of the Company’s subordinate voting shares from the TSXV is not achieved by January 31, 2025, the Company will be deemed in default, and the Loan, all accrued interest thereon and a penalty (the “**Penalty**”) of an additional 25% of the amount of the Loan, being C\$2,500,000 will be due and payable immediately.

In addition the Lender has been granted:

- (i) the right of first refusal (the “**ROFR**”) to purchase additional Units on the same terms as described above should the Company request additional funding from the Lender;
- (ii) a pre-emptive right to participate in all future financings conducted by the Company on a pro-rata basis as it relates to the Lender’s then interest in the Company;
- (iii) the right to nominate a person for election to the board of directors of the Company at each shareholders meeting, in this case Jeff Brown; and
- (iv) the right to nominate an additional person to attend all meetings of the Board in a non-voting observer capacity.

The ROFR will expire upon the Company achieving a positive EBDITA for a one month period. All other rights set out above will exist for so long as the Lender’s pro rata interest in the Company is more than 5%.

Prior to receiving the Loan, the Company had explored multiple and diverse avenues over many months to raise the funding required to bring its Thunderbird 1 product into commercial production. The Company was ultimately unsuccessful in raising the funds through traditional Canadian public market routes. The Company repeatedly received the message from other private investors with the potential to provide such funding that they were unable or unwilling to provide it due to the Company’s current status as a TSXV listed issuer.

The Company also examined an accelerated paths to an uplist to a major U.S. Exchange, however it became clear that due to the Company’s pre revenue stage and current market capitalization now was not the right time to pursue this and that such a path would likely cause significant dilution to shareholders and extensive third party costs.

The Company believes the Loan (i) provides it with required funding to commercialize its Thunderbird 1 product (ii) has less dilution effect than other options (iii) has minimal 3rd party expense; and (iv) preserves all options to become publicly traded in future at an appropriate time to maximize shareholder value.

The Board has therefore determined that it is in the best interests of the Company and its shareholders to voluntarily delist its SVS from the TSXV for the all of the above reasons, to ensure that the Conversion of the Loan occurs, and to ensure that the Company is not subject to the Penalty.

Shareholders will be asked at the Meeting to consider, and if thought advisable, to pass, with or without variation, a resolution authorizing the Company to make an application to voluntarily delist the SVS from the TSXV (the "**Delisting**").

The implementation of the Delisting is conditional upon the Company obtaining any necessary regulatory consents, including from the TSXV. The Delisting Resolution also provides that the Board is authorized, in its sole discretion and without any further approval from shareholders, to **not** proceed with the proposed Delisting. Specifically, the Board may determine not to present the Delisting Resolution to the Meeting or, if the Delisting Resolution is presented to the Meeting and approved by the shareholders, the Board may determine after the Meeting not to proceed with completion of the proposed Delisting.

The Delisting would result in the Company no longer being listed on the TSXV and following completion of the Delisting and **there will be no marketplace for trading of any of the Company's shares**. Following the Delisting, the Company will continue to be a reporting issuer in the provinces of British Columbia, Alberta, and Ontario and will continue to make public filings in accordance with applicable securities laws.

Completion of the Delisting is subject to the approval of the TSXV and there is no guarantee that the TSXV will approve the Delisting.

Voting on the Delisting

Pursuant to TSXV Policy 2.9, the Delisting requires "majority of the minority shareholder approval". Therefore the Delisting Resolution (as defined below) requires to be passed by a majority of the votes cast excluding votes attaching to Shares held by promoters, directors, officers and other insiders of the Company (the "**Excluded Shares**").

To the knowledge of management of the Company, there are 2,160,000 Subordinate Voting Shares and 508,947.09 Proportionate Voting Shares which are Excluded Shares and will be excluded from voting on the Delisting Resolution.

Management has received voting support agreements in respect of 13,700,303 Subordinate Voting Shares (6.76% of the Shares entitled to vote at the Meeting), whereby the holders of such Subordinate Voting Shares have agreed to vote in support of the Delisting.

Therefore, at the Meeting, holders of Shares that are not Excluded Shares will be asked to approve an ordinary resolution substantially in the following form (the "**Delisting Resolution**"):

"BE IT HEREBY RESOLVED as an ordinary resolution of the Company that:

1. *the Company is hereby authorized to apply to voluntarily delist its securities from the TSX Venture Exchange;*
2. *notwithstanding that this resolution has been duly approved by the shareholders of the Company, the board of directors of the Company, in its sole discretion and without the requirement to obtain any further approval from the shareholders of the Company, is hereby authorized and empowered to revoke this resolution at any time before it is acted upon without further approval of the shareholders; and*

3. *any officer or director of the Company be and is hereby authorized and directed for and in the name of and on behalf of the Company, to execute or cause to be executed, whether under the corporate seal of the Company or otherwise, and to delivery or to cause to be delivered, all such other documents and instruments, and to do or cause to be done all such other acts and things, as in the opinion of such officer or director may be necessary or desirable in order to carry out the intent of this resolution.”*

Recommendation: Management recommends that shareholders vote in favour of the above Delisting Resolution. In the absence of instructions to the contrary, the enclosed proxy will be voted in favour of the Delisting Resolution.

STATEMENT OF EXECUTIVE COMPENSATION

The Company's Statement of Executive Compensation, in accordance with the requirements of *Form 51-102F6V – Statement of Executive Compensation – Venture Issuers*, is set forth below.

For the purposes of this Circular, a Named Executive Officer (“**NEO**”) of the Company means each of the following individuals who were acting in such positions at the end of the Company's last financial year, being December 31, 2023 (the “**Last Financial Year**”):

- a chief executive officer (“**CEO**”) of the Company;
- a chief financial officer (“**CFO**”) of the Company;
- in respect of the Company and its subsidiaries, the most highly compensated executive officer other than the individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than \$150,000; and
- each individual who would be an NEO under paragraph (c) above but for the fact that the individual was neither an executive officer of the Company, nor acting in a similar capacity, at the end of that financial year.

Based on the above the Company had five NEOs during the Last Financial Year , namely William R. Van Dell, Chief Executive Officer, John B. Kennedy, former Chief Financial Officer, Douglas Norton, Chief Marketing Officer, Thomas Fedorko, Chief Operating Officer and James J. Hickman, former President and CEO and current Executive Chairman.

Oversight and Description of NEO Compensation

The Company's executive compensation program is designed to provide motivation and incentives to its executives with a view to enhancing Shareholder value and successfully implementing the Company's business plans, to attracting and retaining key employees, to recognizing the scope and level of responsibility of each position, to providing a competitive level of total compensation to all of its executives, and to rewarding superior performance and achievement. The Company evaluates both performance and compensation to ensure that its compensation philosophy and objectives are met. The Company periodically reviews its executive compensation philosophy and program to ensure that they are consistent with the Company's goal of attracting, retaining and motivating its executive officers to enhance Shareholder value.

The Company's Compensation Committee is responsible for reviewing the Company's compensation philosophy and developing and fostering a compensation policy that rewards the creation of Shareholder value and reflects an appropriate balance between short and long-term performance. It is important to the Company to ensure it is capable of attracting, motivating and retaining individuals who will contribute to the long-term success of the Company.

The Compensation Committee is responsible for (i) reviewing and negotiating the total compensation program for the NEOs and any other executive officers; (ii) reviewing security based compensation plans, guidelines and grants, and (iii) reviewing the compensation policy and principles that will be applied to other employees of the Company. The Compensation Committee then makes recommendations to the Board in each of these areas for approval. In reviewing executive compensation, the Compensation Committee and the Board seeks the advice of the CEO and CFO regarding other officers and employees of the Company (including the NEOs) and allows them to participate in deliberations on those persons. Neither the CEO nor CFO typically participate in the deliberations of the Compensation Committee or Board on their compensation and their compensation is solely determined by the Board on the recommendation of the Compensation Committee.

The objectives of the Company's NEO compensation program are to: (a) attract, motivate and retain high-caliber individuals; (b) align the interests of the NEOs with those of the Shareholders; (c) establish an objective connection between NEO compensation and the Company's financial and business performance; and (d) incentivize the NEOs to continuously improve operations and execute on corporate strategy. The NEO compensation program is, therefore, designed to reward the NEOs for increasing Shareholder value, achieving corporate performance that meets pre-defined objective criteria and improving operations and executing on corporate strategy.

The Company's policy with respect to the compensation of NEOs includes both subjective and objective components. The objective component is to establish annual key performance indicators ("KPIs") in a number of areas including product and corporate development and to attribute a general weighting of such KPIs commensurate with the individual areas of responsibility of each NEO. The subjective component is to review total compensation with respect to the achievement of the Company's goals and objectives as well as take into consideration the NEOs total compensation. The Company recognizes the importance of ensuring that overall compensation for NEOs is not only internally equitable, but also competitive within the market segment. Specifically, the Compensation Committee's review and evaluation will include measurement of, among others, the following areas: (a) the achievement of corporate objectives, such as financings, partnerships and other business development; (b) the achievement of product development goals; (c) the Company's financial condition; and (d) the Company's share price and market capitalization. In each case the Compensation Committee considers the budgetary constraints and other challenges facing the Company.

The Company does not use any formal benchmarking in determining compensation, although from time to time the Compensation Committee assesses whether NEO compensation is generally in line with that at comparable companies. The Company seeks to reward a NEO's current and future performance and the achievement of corporate and financial milestones, and to align the interests of NEOs with the interests of the Shareholders.

Elements of Compensation

The compensation of NEOs may be comprised of the following elements: (a) base salary; (b) an annual discretionary cash bonus; and (c) long-term equity incentives, consisting of awards of securities under the Updated Equity Incentive Plan. These principal elements of compensation are described in further detail below. In addition, certain NEOs may be eligible to receive certain additional payments, as more particularly set forth under "Employment, Consulting and Management Contracts" below.

At the Meeting, the Company is proposing that Shareholders approve the adoption of the Updated Equity Incentive Plan to supersede and replace the Current Equity Incentive Plan. For more information in respect of the Updated Equity Incentive Plan, refer to "*Particulars of Matters to be Acted Upon – Updated Equity Incentive Plan*" above.

Base Salary

Each NEO receives a base salary, which constitutes a significant portion of the NEO's compensation package. Base salary is recognition for discharging day-to-day duties and responsibilities and reflects the NEO's performance over time, as well as that individual's particular experience and qualifications. Each NEO's base salary is reviewed by the Compensation Committee and approved by the Board on an annual basis and may be adjusted to take into account performance contributions for the year and to reflect sustained performance contributions over a number of years.

Annual Cash Bonus

In addition to base salary, each NEO may receive an annual discretionary cash bonus. Annual bonuses may be awarded by the Board, on the recommendation of the Compensation Committee and are based on qualitative and quantitative performance standards set at the beginning of the year, and are intended to

reward performance of NEOs individually. The determination of a NEO's performance may vary from year to year depending on economic and industry conditions, and may be based on measures such as product development progress, stock price performance, the meeting of financial targets against budget, the meeting of business objectives and balance sheet performance.

For the year ended December 31, 2023 the Company did not set any particular milestones or key performance indicators for the attainment of bonuses, due to the fact that the Company had a turbulent year in respect of fundraising and due to its focus on completing the tapeout of its Thunderbird 1 product. The Company approved only a partial bonus pool of a total cumulative US\$250,000 attainment for all management, including NEOs for the year ended December 31, 2023 considering that the completion of Thunderbird I product ran behind schedule.

Long-Term Incentives

The Company's long-term incentive compensation for senior executives (including the NEOs) is provided through the issuance of equity incentives under the Current Equity Incentive Plan. To date only stock options have been granted under the Current Equity Incentive Plan. Participation in the Current Equity Incentive Plan is considered to be a critical component of compensation that incentivizes the NEOs to create long-term Shareholder value, as the value of the Options are directly dependent on the market valuation of the Company. The Current Equity Incentive Plan also serves to assist the Company in retaining senior executives as the equity incentives that may be granted under the Current Equity Incentive Plan typically vest over time.

Each NEO is eligible for grants of equity incentives under the Current Equity Incentive Plan, and if approved the Updated Equity Incentive Plan, to be recommended by the Compensation Committee and approved by the Board. The number of options previously granted has been based on the NEO's level of responsibility and personal performance and also on competitive and market conditions. The Company currently has no formal grant schedule but may make grants of equity incentives upon significant milestones in the Company's development, on an annual basis or discretionary one off grants at any time.

NEO's were granted a total of 4,785,563 stock options during the year ended December 31, 2023.

When determining whether and how many new grants will be made, the Compensation Committee and the Board takes into account the amount and terms of any outstanding equity incentives. The Company does not require its NEOs to own a specific number of Shares.

The Current Equity Incentive Plan requires that the exercise or issuance price of equity incentives may not be less than the Market Price of the Shares at the time the relevant security is granted, subject to any discounts permitted by applicable securities laws and TSXV rules. Securities vest at the discretion of the Board. The award of any equity incentives under the Current Equity Incentive Plan to the NEOs is subject to the approval of the Board.

For further details concerning the Current Equity Incentive Plan, see "*Particulars of Matters to be Acted Upon –Updated Equity Incentive Plan*", noting that the terms of the Updated Equity Incentive Plan remain identical to those of the Current Equity Incentive Plan, other than updating the number of securities that may be issued thereunder.

At the Meeting, the Company is proposing that Shareholders approve the adoption of the Updated Equity Incentive Plan to supersede and replace the Current Equity Incentive Plan. For more information in respect of the Updated Equity Incentive Plan, refer to "*Particulars of Matters to be Acted Upon –Updated Equity Incentive Plan*" above.

Compensation of Directors

Independent directors are eligible for an annual director's fee, currently set at US\$50,000. In addition independent directors are eligible to be granted equity incentives in accordance with the Current Equity Incentive Plan. The granting of equity incentives provides a link between director compensation and the Company's share price. It also rewards directors for achieving results that improve Company performance and thereby seeks to increase shareholder value.

In making a determination as to whether a grant of long-term equity incentives is appropriate, and if so, the number of equity incentives that should be granted, the Compensation Committee will consider: the number and terms of outstanding equity incentives held by each director; the value in securities of the Company that it intends to award as compensation; the potential dilution to shareholders; the cost to the Company; general industry standards; and the limits imposed by the terms of the Current Equity Incentive Plan and the TSXV. The terms and conditions of the Company's equity incentive grants, including vesting provisions and exercise prices, are governed by the terms of the Current Equity Incentive Plan.

Directors may be reimbursed for out-of-pocket expenses incurred in carrying out their duties as directors.

Officers of the Company who also act as directors do not receive any additional compensation for services rendered in such capacity, other than as paid by the Company in their capacity as officers.

The Compensation Committee is responsible for determining director compensation and making recommendations on the same for approval by the Board. Director compensation is reviewed by the Compensation Committee on an annual basis.

Pension Plan Benefits

No pension, retirement or deferred compensation plans, including defined contribution plans, have been instituted by the Company and none are proposed at this time.

The Company, through its Professional Employer Organization partner, Insperty, offers employees a non-matching 401k plan. The Company pays the annual nominal management costs of the 401k plan, which is fully managed by Insperty.

Director and NEO Compensation, Excluding Compensation Securities

The following table sets forth the compensation of the NEO's and directors, except for compensation securities, for the fiscal years ended December 31, 2023 and December 31, 2022:

Name and Position ⁽¹⁾	Fiscal Year Ended December 31	Salary, consulting/ director fee, retainer or commission (US\$)	Bonus (US\$)	Committee / Meeting Fees (US\$)	Value of Perquisites (US\$)	All Other Compensation (US\$)	Total Compensation (US\$)
James J. Hickman ⁽²⁾ Executive Chairman & Former President & CEO	2023	Nil	Nil	Nil	Nil	Nil	Nil
	2022	Nil	Nil	Nil	Nil	Nil	Nil

William R. Van Dell ⁽³⁾ ⁽⁴⁾ CEO & Director	2023	202,200	59,322 ⁽¹³⁾	Nil	Nil	Nil	261,522
	2022	152,400	85,000 ⁽¹⁰⁾	Nil	Nil	Nil	237,400
John B. Kennedy ⁽⁵⁾ Former CFO	2023	263,750	56,497 ⁽¹³⁾	Nil	Nil	Nil	320,247
	2022	253,750	134,000 ⁽¹¹⁾	Nil	Nil	Nil	387,750
Douglas Norton ⁽⁶⁾ Chief Marketing Officer	2023	225,000	52,966 ⁽¹³⁾	Nil	Nil	Nil	277,966
	2022	225,000	50,000 ⁽¹²⁾	Nil	Nil	Nil	275,000
Thomas Fedorko ⁽⁷⁾ Chief Operating Officer	2023	225,000	52,966 ⁽¹³⁾	Nil	Nil	Nil	277,966
	2022	225,000	40,000 ⁽¹²⁾	Nil	Nil	Nil	265,000
Alexander Gray ⁽⁸⁾ President, Chief Technical Officer and Director	2023	200,000	28,249 ⁽¹³⁾	Nil	Nil	Nil	228,249
	2022	176,666	60,000 ⁽¹²⁾	Nil	Nil	Nil	236,666
Mitchell Jacobson ⁽⁹⁾ Independent Director	2023	50,000	Nil	Nil	Nil	Nil	50,000
	2022	12,500	Nil	Nil	Nil	Nil	12,500
Jeff Schneider ⁽⁹⁾ Independent Director	2023	50,000	Nil	Nil	Nil	Nil	50,000
	2022	12,500	Nil	Nil	Nil	Nil	12,500
Muneeb Yusuf ⁽⁹⁾ Independent Director	2023	50,000	Nil	Nil	Nil	Nil	50,000
	2022	12,500	Nil	Nil	Nil	Nil	12,500

Notes:

- (1) Information regarding Alnesh Mohan, former CFO is presented in the paragraphs following this table.
- (2) Mr. Hickman resigned as President and CEO of the Company and was appointed as Executive Chairman of the Company upon completion of the Business Combination on September 20, 2022.
- (3) Mr. Van Dell was appointed as CEO of the Company upon completion of the Business Combination on September 20, 2022.
- (4) Mr. Van Dell earned all compensation noted in his capacity as CEO of the Company and not in his capacity as a director. All Mr. Van Dell's compensation is paid to Longbow Consulting LLC., a Company owned by Mr. Van Dell, for consulting services provided to the Company. See "Employment, Consulting and Management Contracts – William R. Van Dell".
- (5) Mr. Kennedy was appointed as CFO of the Company upon completion of the Business Combination on September 20, 2022 and resigned as CFO of the Company on September 30, 2024.
- (6) Mr. Norton was appointed as Chief Marketing Officer of the Company on June 6, 2023.
- (7) Mr. Fedorko was appointed as Chief Operating Officer of the Company on June 6, 2023.
- (8) Mr. Gray was appointed as President and CTO of the Company upon completion of the Business Combination on September 20, 2022.
- (9) Each of Mr. Jacobson, Mr. Schneider and Mr. Yusuf were appointed as a director of the Company upon completion of the Business Combination on September 20, 2022.
- (10) \$35,000 of which has been paid and the remaining \$50,000 of which has been accrued but will be paid in six equal monthly amounts starting on October 1, 2024.
- (11) \$34,000 of which has been paid and the remaining \$100,000 of which has been accrued but will be paid in six equal monthly amounts starting on October 1, 2024.
- (12) All of which has been accrued but will be paid in six equal monthly amounts starting on October 1, 2024.
- (13) All of which has been accrued but will be paid only when the Company reaches profitability.

Prior to completion of the Business Combination, Alnesh P. Mohan served as the Chief Financial Officer and as a director of the Company and Karl P. S. Bagga, Luis H. Goyzueta and Andrew Hunter served as directors of the Company. Each of these individuals resigned as directors and/or officers of the Company on September 20, 2022, in connection with the completion of the Business Combination. Andrew Hunter was appointed Corporate Secretary upon completion of the Business Combination and continues to carry out this role.

No direct compensation was paid to these individuals during the financial years ended December 31, 2023 or 2022, although Quantum Advisory Partners LLP, a registered limited liability partnership, of which Alnesh Mohan is an incorporated partner, was paid US\$121,379 in the year ended December 31, 2022, for accounting related services.

External Management Companies

William R. Van Dell is not an employee of the Company and provides his services as CEO of the Company pursuant to a services agreement between the Company and Longbow Consulting, LLC ("**Longbow**"), a US LLC wholly owned by him. The Company paid \$202,200 to Longbow during the financial year ended December 31, 2023, and Longbow paid this same amount to Mr. Van Dell.

INCENTIVE PLAN AWARDS

Stock Option and other Compensation Securities

The following table sets forth all compensation securities granted or issued to each NEO and director by the Company in the financial year ended December 31, 2023 for services provided directly or indirectly to the Company or a subsidiary of the Company:

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 (C\$)	Closing price of security or underlying security on date of grant (C\$)	Closing price of security or underlying security at year end (C\$)	Expiry Date
James J. Hickman ⁽¹⁾ Executive Chairman & Former President & CEO	N/A	Nil	N/A	N/A	N/A	N/A	N/A
William R. Van Dell ⁽²⁾ CEO & Director	Subordinate Voting Share Options	833,033 ⁽⁸⁾	June 5, 2023	\$0.09	\$0.09	\$0.14	June 5, 2033

John B. Kennedy ⁽³⁾ Former CFO	Subordinate Voting Share Options	885,223 ⁽⁹⁾	June 5, 2023	\$0.09	\$0.09	\$0.14	June 5, 2033
Douglas Norton ⁽⁴⁾ CMO	Subordinate Voting Share Options	917,799 ⁽¹⁰⁾	June 5, 2023	\$0.09	\$0.09	\$0.14	June 5, 2033
Thomas Fedorko ⁽⁵⁾ COO	Subordinate Voting Share Options	1,331,840 ⁽¹⁰⁾	June 5, 2023	\$0.09	\$0.09	\$0.14	June 5, 2033
Alexander Gray ⁽⁶⁾ President, CTO & Director	Subordinate Voting Share Options	818,268 ⁽¹⁰⁾	June 5, 2023	\$0.09	\$0.09	\$0.14	June 5, 2033
Mitchell Jacobson ⁽⁷⁾ Independent Director	N/A	Nil	N/A	N/A	N/A	N/A	N/A
Jeff Schneider ⁽⁷⁾ Independent Director	N/A	Nil	N/A	N/A	N/A	N/A	N/A
Muneeb Yusuf ⁽⁷⁾ Independent Director	N/A	Nil	N/A	N/A	N/A	N/A	N/A

Note:

- (1) Mr. Hickman held a total of 750,000 fully vested Subordinate Voting Share Options as at December 31, 2023.
- (2) Mr. Van Dell held a total of 3,991,531 Subordinate Voting Share Options as at December 31, 2023.
- (3) Mr. Kennedy held a total of 3,871,854 Subordinate Voting Share Options as at December 31, 2023.
- (4) Mr. Norton held a total of 3,155,741 Subordinate Voting Share Options as at December 31, 2023.
- (5) Mr. Fedorko held a total of 3,503,343 Subordinate Voting Share Options as at December 31, 2023.
- (6) Mr. Gray held a total of 3,667,239 Subordinate Voting Share Options as at December 31, 2023.
- (7) Each of Mr. Jacobson, Mr. Yusuf and Mr. Schneider held 404,799 Subordinate Voting Share Options as at December 31, 2023.
- (8) 201,333 of which were fully vested on grant and the remainder vesting in equal monthly amounts over four years commencing on January 1, 2023.
- (9) 287,896 of which were fully vested on grant and the remainder vesting in equal monthly amounts over four years commencing on January 1, 2023.
- (10) 248,474 of which were fully vested on grant and the remainder vesting in equal monthly amounts over four years commencing on January 1, 2023.

Exercise of Compensation Securities by Directors and NEOs

No compensation securities of the Company were exercised by directors or NEOs during the financial year ended December 31, 2023.

Securities Authorized For Issuance Under Equity Compensation Plans

The following table summarizes the securities issued and authorized under the Current Equity Incentive Plan, being the Company's only equity compensation plan as of the end of the financial year ended December 31, 2023:

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plan (excluding securities reflected in column (a)) (c)
Equity compensation plan approved by securityholders	27,946,078	C\$0.09	7,870,360
Equity compensation plan not approved by securityholders	N/A	N/A	N/A
Total	27,946,078	C\$0.09	7,870,360

Summary of Terms of Current Equity Incentive Plan

The Current Equity Incentive Plan is the Company's only equity compensation plan. For material features of the Current Equity Incentive Plan, see "Particulars of Matters to be Acted Upon – Updated Equity Incentive Plan", noting that the terms of the Updated Equity Incentive Plan remain identical to those of the Current Equity Incentive Plan, other than updating the number of securities that may be issued thereunder.

Employment, Consulting and Management Contracts

William R. Van Dell, CEO and a Director of Inspire

Inspire USA initially entered into an advisor consulting agreement with Longbow Innovations, LLC ("**Longbow**") on October 1, 2021, and later entered into an updated advisor consulting agreement with Longbow on May 1, 2022 (the "**Advisor Consulting Agreement**"). Longbow is an independent contractor of Inspire USA and William R. Van Dell is the sole shareholder of Longbow. The Advisor Consulting Agreement, as amended, states that Mr. Van Dell shall provide business consultant services to the Company and Inspire USA, which includes a minimum of 100 hours per month of business advisory and consulting services, including acting as Chief Executive Officer (from May 2022 for Inspire USA and from September 20, 2022 for the Company). Longbow was entitled to a retainer of US\$15,100 per calendar month in connection with the services being provided between January 1, 2023 and May 31, 2023, which was increased to \$18,100 from June 1, 2023.

The Advisor Consulting Agreement may be terminated: (i) by either party upon thirty (30) days prior written notice; and (ii) by a non-breaching party upon written notice if a breaching party fails to cure a breach of the agreement within 30 days of receipt of written notice of such breach. In accordance with the Advisor Consulting Agreement, Longbow is committed to typical non-competition and non-solicitation covenants during the term of the Advisor Consulting Agreement and for the 12-month period thereafter in the State of Texas or any other location where Inspire markets its products or services.

John B. Kennedy, Chief Financial Officer

Inspire USA entered into an employment offer letter with John B. Kennedy on July 1, 2020 (the “**John Kennedy Offer Letter**”). The John Kennedy Offer Letter as amended, provides that Mr. Kennedy shall serve as Chief Financial Officer of Inspire USA and the Company. Mr. Kennedy was entitled to an annual base salary of \$255,000 between January 1, 2023 and May 31, 2023, which was increased to \$270,000 from June 1, 2023. He is also entitled to an annual bonus which was \$56,497 for the year ended December 31, 2023. Mr. Kennedy may also be issued additional special bonuses at the discretion of the Board. So long as Mr. Kennedy is an employee of Inspire, he is eligible to participate in bonus plans and benefit programs, as they are established from time to time.

Inspire is an “at-will” employer and accordingly, the John Kennedy Offer Letter may be modified or terminated by Inspire at any time and for any reason, with or without prior notice and with or without cause. In the event that Mr. Kennedy’s employment is (i) terminated without cause, (ii) constructively terminated under applicable state law, or (iii) terminated by a surviving entity for any reason other than cause following a sale of the Company or its assets, Mr. Kennedy shall be entitled to severance equal to six (6) months’ base salary and six (6) months of continuous coverage of health benefits, subject to his execution and non-revocation of a general release in favour of the Company and Inspire USA. In connection with his employment, Mr. Kennedy has executed a Proprietary Information and Inventions Assignment Agreement (“**PIIA**”), effective April 27, 2020, which requires, among other things, the assignment to Inspire USA of Mr. Kennedy’s rights to any invention made and non-disclosure of any proprietary information obtained in the course of his employment. In accordance with the PIIA, Mr. Kennedy is committed to typical non-competition and non-solicitation covenants during his employment and for the 12-month period thereafter, to the extent allowed under applicable state law. Mr. Kennedy has also entered into an Indemnification Agreement with Inspire USA dated April 28, 2020.

Mr. Kennedy resigned as Chief Financial Officer of Inspire and Inspire USA on September 30, 2024 and thus the John Kennedy Offer Letter was terminated on that date.

Alexander Gray, Chief Technology Officer, President and a Director

Inspire USA entered into an employment offer letter with Alexander Gray dated July 1, 2020 (the “**Alexander Gray Offer Letter**”). The Alexander Gray Offer Letter, as amended, provides that Mr. Gray shall serve as President and Chief Technical Officer of Inspire USA and the Company. Mr. Gray is entitled to an annual base salary of \$200,000 and an annual bonus which was \$28,249 for the year ended December 31, 2023. So long as Mr. Gray is an employee, he is eligible to participate in bonus plans and benefit programs, as they are established from time to time.

Inspire is an “at-will” employer and accordingly, the Alexander Gray Offer Letter may be modified or terminated by Inspire at any time and for any reason, with or without prior notice and with or without cause. In connection with his employment, Mr. Gray has executed a PIIA effective April 27, 2020, which requires, among other things, the assignment to Inspire USA of Mr. Gray’s rights to any invention made and non-disclosure of any proprietary information obtained in the course of his employment. In accordance with the PIIA, Mr. Gray is committed to typical non-competition and non-solicitation covenants during his employment and for the 12-month period thereafter. Mr. Gray has also entered into an Indemnification Agreement with Inspire USA dated April 28, 2020.

Douglas Norton, Chief Marketing Officer

Inspire USA entered into an employment offer letter with Douglas Norton dated July 20, 2020 (the “**Douglas Norton Offer Letter**”). The Douglas Norton Offer Letter, as amended, provides that Mr. Norton shall serve as Chief Marketing Officer of Inspire USA and the Company. Mr. Norton is entitled to an annual base salary of \$225,000 and an annual bonus which was \$52,966 for the year ended December 31, 2023. So long as Mr. Norton is an employee, he is eligible to participate in bonus plans and benefit programs, as they are established from time to time.

Inspire is an “at-will” employer and accordingly, the Douglas Norton Offer Letter may be modified or terminated by Inspire at any time and for any reason, with or without prior notice and with or without cause. In connection with his employment, Mr. Norton has executed a PIIA effective July 20, 2020, which requires, among other things, the assignment to Inspire USA of Mr. Norton’s rights to any invention made and non-disclosure of any proprietary information obtained in the course of his employment. In accordance with the PIIA, Mr. Norton is committed to typical non-competition and non-solicitation covenants during his employment and for the 12-month period thereafter. Mr. Norton has also entered into an Indemnification Agreement with Inspire USA dated July 20, 2020.

Thomas Fedorko, Chief Operating Officer

Inspire USA entered into an employment offer letter with Thomas Fedorko dated November 8, 2021 (the “**Thomas Fedorko Offer Letter**”). The Thomas Fedorko Offer Letter, as amended, provides that Mr. Fedorko shall serve as Chief Operating Officer of Inspire USA and the Company. Mr. Fedorko is entitled to an annual base salary of \$225,000 and an annual bonus which was \$52,966 for the year ended December 31, 2023. So long as Mr. Fedorko is an employee, he is eligible to participate in bonus plans and benefit programs, as they are established from time to time.

Inspire is an “at-will” employer and accordingly, the Thomas Fedorko Offer Letter may be modified or terminated by Inspire at any time and for any reason, with or without prior notice and with or without cause. In connection with his employment, Mr. Fedorko has executed a PIIA effective November 8, 2021, which requires, among other things, the assignment to Inspire USA of Mr. Fedorko’s rights to any invention made and non-disclosure of any proprietary information obtained in the course of his employment. In accordance with the PIIA, Mr. Fedorko is committed to typical non-competition and non-solicitation covenants during his employment and for the 12-month period thereafter. Mr. Fedorko has also entered into an Indemnification Agreement with Inspire USA dated November 8, 2021.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

Other than “routine indebtedness” as defined in applicable securities legislation, since January 1, 2023, being the commencement of the financial year covered by this Meeting, there was no indebtedness of any current or former director or officer of the Company, any proposed nominee for election as a director of the Company, or any associate of any of the foregoing persons, to the Company or to any other entity which 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 its subsidiaries.

DISCLOSURE OF CORPORATE GOVERNANCE PRACTICES

National Policy 58-201 – *Corporate Governance Guidelines* sets out a series of guidelines for effective corporate governance (the “**Guidelines**”). The Guidelines address matters such as the constitution and independence of corporate boards, the functions to be performed by boards and their committees and the effectiveness and education of board members. National Instrument 58-101 – *Disclosure of Corporate Governance Practices* (“**NI 58-101**”) requires the disclosure by each listed Company of its approach to corporate governance with reference to the Guidelines as it is recognized that the unique characteristics of individual companies will result in varying degrees of compliance. Set out below is a description of the Company’s approach to corporate governance in relation to the Guidelines.

Corporate governance relates to the activities of the Board, the members of which are elected by and who are accountable to the Shareholders, and also takes into account the role of the individual members of management who are appointed by the Board and who are charged with the day-to-day management of the Company. The Board is committed to sound corporate governance practices, which are in the interest of the Shareholders and which contribute to effective and efficient decision making.

Board of Directors

The Board currently consists of seven (7) Directors being Alexander Gray, James J. Hickman, Mitchell Jacobson, John B. Kennedy, Jeff R. Schneider, William R. Van Dell, and Muneeb Yusuf. The Company expects to appoint Jeff Brown as an additional director prior to the Meeting.

NI 58-101 defines an “independent director” as a director who has no direct or indirect material relationship with the Company. A “material relationship” is a relationship which could, in the view of the Board, be reasonably expected to interfere with such member’s independent judgment.

The Board has three independent and four non-independent directors.

Mitchell Jacobson, Jeff R. Schneider, Muneeb Yusuf are each considered to be independent directors within the meaning of NI 58-101, on the basis that they do not have any direct or indirect material relationship with the Company which could be reasonably expected to interfere with the exercise of their independent judgment. Jeff Brown is also expected to be independent upon appointment.

Alexander Gray, James J. Hickman, John B. Kennedy and William R. Van Dell are not considered to be independent within the meaning of NI 58-101 because they are either current officers of the Company or in the case of John B. Kennedy an officer who ceased to be an officer less than 3 years prior to the date of this Circular.

The Board believes that it functions independently of management. To enhance its ability to act independent of management, the Board meets in the absence of members of management and the non-independent directors or may excuse such persons from all or a portion of any meeting where a potential conflict of interest arises or where otherwise appropriate. In addition, only the independent members of the Board are members of each of its committees, which meet without the non independent members of the Board on a regular basis.

The Chair of the Board is an executive chairman and is therefore not independent and the Company does not have an independent lead director. The independent directors each have different areas of expertise, and on matters requiring their particular expertise the appropriate independent director will take leadership. See “*Matters to be Acted Upon at the Meeting – Election of Directors – Biographies of Directors*” for additional details regarding each member’s education and experience.

The role of the Board is to represent the Shareholders, enhance and maximize shareholder value and conduct the business and affairs of Company ethically and in accordance with the adequate standards of

corporate governance. The Board is ultimately accountable and responsible for providing independent, effective leadership in supervising the management of the business and affairs of Company. The responsibilities of the Board include:

- adopting a strategic planning process;
- understanding and monitoring the political, cultural, legal and business environments in which Company operates;
- risk identification and ensuring that procedures are in place for the management of those risks;
- review and approve annual operating plans and budgets;
- succession planning, including the appointment, training and supervision of management;
- delegations and general approval guidelines for management;
- monitoring financial reporting and management;
- monitoring internal control and management information systems;
- corporate disclosure and communications;
- adopting measures for receiving feedback from stakeholders; and
- adopting key corporate policies designed to ensure that Company, its directors, officers and employees comply with all applicable laws, rules and regulations and conduct their business ethically and with honesty and integrity.

Meetings of the Board are held at least quarterly, with additional meetings to be held depending on the state of Company's affairs and in light of opportunities or risks which Company faces.

The Board of directors has approved and implemented a formal mandate a copy of which is attached to this Information Circular as Appendix "B"

90% of Board Meetings had full attendance by each director during the year ended December 31, 2023, with only one director absent at each meeting that did not have full attendance.

Directorships

As at the date hereof, none of the directors or proposed directors are also directors of other reporting issuers.

Orientation and Continuing Education

While the Board does not have a formal orientation and training program for its new members, sufficient information (such as recent annual reports, financial statements, management discussion and analysis, proxy solicitation materials and various other operating and budget reports) is provided to any new Board member to ensure that new directors are familiarized with the Company's business and the procedures of the Board. New directors meet with management of the Company to receive a detailed overview of the operations of the Company. As each director has a different skill set and professional background, orientation and training activities are tailored to the particular needs and experience of each director. Inquiries are handled by the Board on a case by case basis with outside consultation, if required. All directors are encouraged to visit and meet with management on a regular basis. The Company makes continuing education available to directors as the need or opportunity arises in order to ensure that they have the necessary skills and knowledge to meet their respective obligations to the Company. The Board encourages open and honest discussion at all meetings to foster and encourage critical thinking and learning.

Ethical Business Conduct

The Board has adopted and maintains a code of ethics and separate policies with respect to Insider Trading, Whistleblowing, and Disclosure, each of which is applicable to the Company's directors, officers and

employees. The purpose of the code (and the related policies) is to provide guidance and to prohibit unethical behavior with respect to issues such as professional ethics, good ambassadorship, bribery, relations with third parties, fair competition and dealing, conflicts of interest, confidentiality, protection of corporate assets and opportunities, gifts and entertainment, charitable and political activities, workplace practice, and compliance with laws and regulations. All directors, officers and employees are provided with a copy of the code and related policies upon commencing service with the Company and compliance with it is a condition of employment with, or providing services to the Company. The Governance and Nomination Committee is responsible for reviewing and evaluating the Code and recommending any necessary or appropriate changes to the Board for consideration.

Persons who are subject to the code are encouraged to talk to the management team when in doubt about the best course of action in a particular situation and to report any breach or suspected breach of law, regulation, the Code or any of the Company's corporate policies.

Inspire has adopted a Whistleblower Policy which provides procedures for reporting any breach or suspected breach of law, the Code or any of the Company's corporate policies and which makes provision for reporting of any breach of codes of policies to the Chief Financial Officer. The Chief Financial Officer may bring any such breaches to the attention of the Governance and Nomination Committee who will review any such breaches, decide on any actions with respect to the same and retain records of any such breaches.

Furthermore, directors are frequently reminded to consider whether they are in a conflict of interest by virtue of serving as directors or officers in other companies or holding an interest in a transaction or agreement. A director in such circumstances is advised to disclose his or her interest in a transaction or agreement, and if the Board considers the interest to be material, such director must abstain from discussing and voting on the matter.

The Company's Code of Ethics can be found on its website at <https://inspiresemi.com/investors/> and is filed on its profile at www.sedarplus.ca.

Nomination of Directors

The Company's Governance And Nomination Committee is responsible for identifying individuals qualified to become new Board members and recommending to the Board new director nominees for the next annual meeting of the Shareholders.

The Governance And Nomination Committee is mandated to annually: (i) review and assess the size, composition and operation of the Board to ensure effective decision making; (ii) review and assess the size, composition and chairmen of all of the committees of the Board; and (iii) identify and review candidates for appointment or nomination to the Board based upon an assessment of the independence, skills, qualifications and experience of the candidate, and make recommendations to the Board for consideration;

Prior to nominating new directors, the Governance And Nomination Committee must first consider the obligations of the Company under any nominating rights agreements to which the Company is a party, and then (i) consider what competencies and skills the Board, as a whole, should possess; and (ii) assess what competencies and skills each existing director possesses; and (iii) recommend to the Board the necessary and desirable competencies of directors.

The Board is considered as a group, with each individual making his or her own contribution. Attention is also paid to the personality and other qualities of each director, as these may ultimately determine the boardroom dynamic.

In considering nominations the Governance And Nomination Committee considers (i) the competencies and skills each new nominee will bring to the boardroom; and (ii) whether or not each new nominee can devote sufficient time and resources to his or her duties as a Board member.

The Governance And Nomination Committee is comprised of the Company's three independent directors, Mitchell Jacobson, Jeff Schneider and Muneeb Yusuf, and is chaired by Mitchell Jacobson.

The Charter of the Governance and Nomination Committee is attached to this Information Circular as Appendix "C".

Compensation

The Compensation Committee of the Company is mandated to assist the Board with:

- the establishment of key human resources and compensation policies, including all incentive and equity based compensation plans;
- the performance evaluation of the Chief Executive Officer and the Chief Financial Officer, and determination of the compensation for the Chief Executive Officer, the Chief Financial Officer and other senior executives of Inspire;
- the establishment of policies and procedures designed to identify and mitigate risks associated with Inspire's compensation policies and practices;
- succession planning, including the appointment, training and evaluation of senior management; and
- compensation of directors.

The Compensation Committee annually reviews and recommends performance objectives for the CEO, CFO and other senior executives and evaluates their performance in respect of these objectives for the prior year. It then, taking into the account the views of the relevant persons, recommends to the Board any bonus attainment or future changes in proposed compensation for those persons. It is also responsible for annually reviewing directors' compensation and making recommendations to the Board regarding this. The Board is ultimately responsible for approving compensation.

The Compensation Committee is comprised of the Company's three independent directors, Mitchell Jacobson, Jeff Schneider and Muneeb Yusuf, and is chaired by Muneeb Yusuf.

The Charter of the Compensation Committee is attached to this Information Circular as Appendix "D".

Other Board Committees

The Board has established an Audit Committee, a Compensation Committee and a Governance and Nomination Committee but has no other committees.

Assessments

The effectiveness of the Board and individual directors is assessed on an ongoing basis by the Board as a whole. The Board monitors and from time to time discusses the adequacy of information given to directors, the effectiveness of communications between board members themselves and between the Board and management, and the processes of the board and its committees. Directors are encouraged to discuss any perceived issues or weaknesses that they feel may impair the effective operation of the Board.

No formal assessment criteria have been established and assessments are informal in nature. Given the size of the current Board, and the candid and open nature of its operation, formal assessment criteria are not considered to be required or warranted at this time; however, the Board may establish more formal assessment criteria in the future.

AUDIT COMMITTEE

Purpose and Audit Committee's Charter

The Audit Committee is mandated to oversee the Company's accounting and financial reporting processes, the preparation and auditing of the Company's financial statements, review press releases and other public disclosure of financial results, review other regulatory documents as required and meet with outside auditors independently of management of the Company.

A copy of the Company's Audit Committee Charter is attached hereto as Appendix "E".

Composition of the Committees

The Audit Committee consists of as many members as the Board shall determine, but in any event not fewer than three members who are appointed by the Board. The composition of the Audit Committee shall meet all applicable independence, financial literacy and other legal and regulatory requirements, including as set out in National Instrument 52-110 – *Audit Committees* ("**NI 52-110**").

The Company is a "venture issuer" (as defined under NI 51-110). As such, the Company is exempt from the requirements of Part 3 (*Composition of the Audit Committee*) and Part 5 (*Reporting Obligations*) of NI 52-110.

The current members of the Audit Committee are Mitchell Jacobson, Jeff R. Schneider and Muneeb Yusuf. The Chair of the Audit Committee is Mr. Schneider.

Pursuant to NI 52-110, among other requirements, all members of the Audit Committee are required to be "financially literate" (as such term is defined in NI 52-110) and a majority of the members of the Audit Committee must not be executive officers, employees or control persons of the Company or of an affiliate of the Company.

Each member of the Audit Committee is "financially literate" within the meaning of NI 52-110 and possesses education or experience that is relevant for the performance of their responsibilities as Audit Committee members. None of Mitchell Jacobson, Jeff Schneider and Muneeb Yusuf is an executive officer, employee or control person of the Company or of an affiliate of the Company and each is considered to be independent within the meaning of NI 52-110.

Relevant Education and Experience

All members of the Audit Committee are "financially literate" within the meaning of NI 52-110 and each member has:

- an understanding of the accounting principles used by the Company to prepare its financial statements;
- an ability to assess the general application of such accounting principles in connection with the accounting for estimates, accruals and reserves;
- experience preparing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the Company's financial statements; and
- an understanding of internal controls and procedures for financial reporting.

See "*Matters to be Acted Upon at the Meeting – Election of Directors – Biographies of Directors*" for additional details regarding each member's education and experience which is potentially relevant to the performance of their responsibilities as a member of the Audit Committee.

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 contained in Sections 2.4, 6.1.1(4), 6.1.1(5), 6.1.1(6) or Part 8 of NI 52-110. Section 2.4 of NI 52-110 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), 6.1.1(5) and 6.1.1(6) of NI 52-110 provide exemptions from the requirement that a majority of the members of an audit committee of a venture issuer not be executive officers, employees or control persons of the venture issuer or of an affiliate of the venture issuer, in certain circumstances and subject to certain conditions. Part 8 of NI 52-110 permits a company to apply to a securities regulatory authority for an exemption from the requirements of NI 52-110, in whole or in part.

Pre-Approval Policies and Procedures

Based on the Company's Audit Committee Charter and subject to the requirements of NI 52-110, the engagement of non-audit services is considered and pre-approved by the Audit Committee on a case-by-case basis.

External Auditor Service Fees (By Category)

The aggregate fees paid by the Company to its auditor in each of the last two fiscal years is as follows:

	Audit fees	Audit related fees	Tax fees	All other fees (non-tax)
FY2023	\$75,000	Nil	\$19,000	Nil
FY2022	\$50,000	Nil	\$23,750	Nil

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as disclosed herein or in the notes to the Company's financial statements for the financial years ended December 31, 2022 and December 31, 2023, and excluding interests solely by virtue of existing or acquired securities holdings, there were no material interests, direct or indirect, of the Company's insiders, proposed nominees for election as directors, or any associate or affiliate of such insiders or nominees in any transaction of the Company since the commencement of the Company's financial year ended December 31, 2023, or in any proposed transaction, which has materially affected or would materially affect the Company or any of its subsidiaries.

OTHER BUSINESS

As of the date of this Information Circular, management is not aware of any other matters to come before the Meeting. The securities represented by the Proxy will be voted as directed by the holder, but if such direction is not made in respect of any matter, the Proxy will be voted as recommended by Management.

ADDITIONAL INFORMATION

Additional information relating to the Company is available on SEDAR+ at www.sedarplus.ca. Financial information relating to the Company is provided in the Company's comparative financial statements and management's discussion and analysis ("MD&A") for its most recently completed financial year ended December 31, 2023. Shareholders may contact the Company to request copies of the financial statements and the MD&A.

DATED at Vancouver BC, and Austin, Texas, this 21st day of October, 2024.

BY ORDER OF THE BOARD OF DIRECTORS

(signed) "James J. Hickman"

James J. Hickman
Executive Chairman

APPENDIX A

UPDATED EQUITY INCENTIVE PLAN

[SEE ATTACHED]

INSPIRE SEMICONDUCTOR HOLDINGS INC.

AMENDED AND RESTATED OMNIBUS EQUITY INCENTIVE PLAN

Dated as of October 21, 2024

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INSPIRE SEMICONDUCTOR HOLDINGS INC.

Omnibus Equity Incentive Plan

ARTICLE 1 PURPOSE

Section 1.1 Purpose

The purpose of this Plan is to provide the Corporation, and each subsidiary of the Corporation, with a share-related mechanism to attract, retain and motivate qualified Directors, Officers, Employees and Consultants of the Corporation and its subsidiaries, to reward such of those Directors, Officers, Employees and Consultants as may be granted Awards under this Plan by the Board from time to time for their contributions toward the long term goals and success of the Corporation and to enable and encourage such Directors, Officers, Employees and Consultants to acquire Shares as long term investments and proprietary interests in the Corporation.

ARTICLE 2 INTERPRETATION

Section 2.1 Definitions

When used herein, unless the context otherwise requires, the following terms have the indicated meanings, respectively:

“**Affiliate**” means any entity that is an “affiliate” for the purposes of National Instrument 45-106 – *Prospectus Exemptions*, as amended from time to time;

“**Associate**” has the meaning set forth in the *Securities Act* (Ontario);

“**Award**” means any Option, RSU, PSU or DSU granted under this Plan which may be denominated or settled in Shares or cash;

“**Award Agreement**” means a signed, written agreement between a Participant and the Corporation, in the form or any one of the forms approved by the Plan Administrator, evidencing the terms and conditions on which an Award has been granted under this Plan (including written or other applicable employment agreements) and which need not be identical to any other such agreements;

“**Blackout Period**” means a period during which the Corporation restricts trades in the securities of the Corporation for any reason from time to time, including pursuant to the Corporation’s insider trading policy;

“**Board**” means the board of directors of the Corporation as it may be constituted from time to time;

“**Business Day**” means a day, other than a Saturday or Sunday, on which the principal commercial banks in the City of Vancouver, British Columbia are open for commercial business during normal banking hours;

“**Canadian Taxpayer**” means a Participant that is resident of Canada for purposes of the Tax Act;

“**Cash Fees**” has the meaning set forth in Section 7.1(1);

“**Cashless Exercise**” has the meaning set forth in Section 4.6(2);

“Cause” means, with respect to a particular Participant:

- (a) “cause” (or any similar term) as such term is defined in the employment or other written agreement between the Corporation or a subsidiary of the Corporation and the Employee;
- (b) in the event there is no written or other applicable employment or other agreement between the Corporation or a subsidiary of the Corporation or “cause” (or any similar term) is not defined in such agreement, “cause” as such term is defined in the Award Agreement; or
- (c) in the event neither (a) nor (b) apply, then “cause” as such term is defined by applicable law or, if not so defined, such term shall refer to circumstances where (i) an employer may terminate an individual’s employment without notice or pay in lieu thereof or other damages, or (ii) the Corporation or any subsidiary thereof may terminate the Participant’s contract without notice or without pay in lieu thereof or other termination fee or damages, except, in each case, to the extent required under ESL, and provided that the failure by a Participant to meet performance targets or similar measures shall not, in and of itself, constitute cause for purposes of such termination of employment or contract;

“Change in Control” means the occurrence of any one or more of the following events:

- (a) any transaction at any time and by whatever means pursuant to which any Person or any group of two (2) or more Persons acting jointly or in concert (other than the Corporation or a subsidiary of the Corporation) hereafter acquires the direct or indirect “beneficial ownership” (as defined in the *Securities Act* (Ontario)) of, or acquires the right to exercise Control or direction over, securities of the Corporation representing more than 50% of the total voting power represented by the then issued and outstanding voting securities of the Corporation, including, without limitation, as a result of a take-over bid, an exchange of securities, an amalgamation of the Corporation with any other entity, an arrangement, a capital reorganization or any other business combination or reorganization;
- (b) the sale, assignment or other transfer of all or substantially all of the consolidated assets of the Corporation to a Person other than a subsidiary of the Corporation;
- (c) the dissolution or liquidation of the Corporation, other than in connection with the distribution of assets of the Corporation to one (1) or more Persons which were Affiliates of the Corporation prior to such event;
- (d) the occurrence of a transaction requiring approval of the Corporation’s shareholders whereby the Corporation is acquired through consolidation, merger, exchange of securities, purchase of assets, amalgamation, statutory arrangement or otherwise by any other Person (other than a short form amalgamation or exchange of securities with a subsidiary of the Corporation); or
- (e) individuals who comprise the Board as of the meeting of the shareholders at which this Plan was first considered and approved by the shareholders of the Corporation (the “Incumbent Board”) for any reason cease to constitute at least a majority of the members of the Board, unless the election, or nomination for election by the Corporation’s shareholders, of any new director was approved by a vote of at least a

majority of the Incumbent Board, and in that case such new director shall be considered as a member of the Incumbent Board,

provided that, notwithstanding clauses (a), (b), (c) and (d) above, a Change in Control shall be deemed not to have occurred if immediately following the transaction set forth in clauses (a), (b), (c) or (d) above: (A) the holders of securities of the Corporation that immediately prior to the consummation of such transaction represented more than 50% of the combined voting power of the then outstanding securities eligible to vote for the election of directors of the Corporation hold (x) securities of the entity resulting from such transaction (including, for greater certainty, the Person succeeding to assets of the Corporation in a transaction contemplated in clause (b) above) (the “**Surviving Entity**”) that represent more than 50% of the combined voting power of the then outstanding securities eligible to vote for the election of directors or trustees (“**voting power**”) of the Surviving Entity, or (y) if applicable, securities of the entity that directly or indirectly has beneficial ownership of 100% of the securities eligible to elect directors or trustees of the Surviving Entity (the “**Parent Entity**”) that represent more than 50% of the combined voting power of the then outstanding securities eligible to vote for the election of directors or trustees of the Parent Entity, and (B) no Person or group of two or more Persons, acting jointly or in concert, is the beneficial owner, directly or indirectly, of more than 50% of the voting power of the Parent Entity (or, if there is no Parent Entity, the Surviving Entity) (any such transaction which satisfies all of the criteria specified in clauses (A) and (B) above being referred to as a “**Non-Qualifying Transaction**” and, following the Non-Qualifying Transaction, references in this definition of “**Change in Control**” to the “**Corporation**” shall mean and refer to the Parent Entity (or, if there is no Parent Entity, the Surviving Entity) and, if such entity is a company or a trust, references to the “**Board**” shall mean and refer to the board of directors or trustees, as applicable, of such entity).

Notwithstanding the foregoing, for purposes of any Award that constitutes “**deferred compensation**” (within the meaning of Section 409A of the Code), the payment of which is triggered by or would be accelerated upon a Change in Control, a transaction will not be deemed a Change in Control for Awards granted to any Participant who is a U.S. Taxpayer unless the transaction qualifies as “**a change in control event**” within the meaning of Section 409A of the Code;

“**Charitable Option**” means any Option granted by the Corporation to an Eligible Charitable Organization.

“**Code**” means the United States Internal Revenue Code of 1986, as amended from time to time. Any reference to a section of the Code shall be deemed to include a reference to any regulations promulgated thereunder;

“**Committee**” has the meaning set forth in Section 3.2(2)

“**Consultant**” has the meaning set forth in Policy 4.4;

“**Control**” means the relationship whereby a Person is considered to be “controlled” by a Person if:

- (a) when applied to the relationship between a Person and a corporation, the beneficial ownership by that Person, directly or indirectly, of voting securities or other interests in such corporation entitling the holder to exercise control and direction in fact over the activities of such corporation;
- (b) when applied to the relationship between a Person and a partnership, limited partnership, trust or joint venture, means the contractual right to direct the affairs of the partnership, limited partnership, trust or joint venture; and

- (c) when applied in relation to a trust, the beneficial ownership at the relevant time of more than 50% of the property settled under the trust, and

the words “**Controlled by**”, “**Controlling**” and similar words have corresponding meanings; provided that a Person who controls a corporation, partnership, limited partnership or joint venture will be deemed to Control a corporation, partnership, limited partnership, trust or joint venture which is Controlled by such Person and so on;

“**Corporation**” means Inspire Semiconductor Holdings Inc., a corporation duly incorporated under the laws of the Province of British Columbia, and its Affiliates, if any, and includes any successor or assignee entity or entities into which the Corporation may be merged, changed, or consolidated; any entity for whose securities the securities of the Corporation shall be exchanged; and any assignee of or successor to substantially all of the assets of the Corporation;

“**Date of Grant**” means, for any Award, the future date specified by the Plan Administrator at the time it grants the Award or if no such date is specified, the date upon which the Award was granted;

“**Deferred Share Unit**” or “**DSU**” means a unit equivalent in value to a Share, credited by means of a bookkeeping entry in the books of the Corporation in accordance with ARTICLE 7;

“**Director**” means a director of the Corporation or a subsidiary of the Corporation who is not an Employee;

“**Director Fees**” means the total compensation (including annual retainer and meeting fees, if any) paid by the Corporation to a Director in a calendar year for service on the Board;

“**Disabled**” or “**Disability**” means, with respect to a particular Participant:

- (a) “disabled” or “disability” (or any similar terms) as such terms are defined in the employment or other written agreement between the Corporation or a subsidiary of the Corporation and the Participant;
- (b) in the event there is no written or other applicable employment or other agreement between the Corporation or a subsidiary of the Corporation, or “disabled” or “disability” (or any similar terms) are not defined in such agreement, “disabled” or “disability” as such term are defined in the Award Agreement; or
- (c) in the event neither (a) or (b) apply, then the incapacity or inability of the Participant, by reason of mental or physical incapacity, disability, illness or disease

(as determined by a legally qualified medical practitioner or by a court) that prevents the Participant from carrying out his or her normal and essential duties as an Employee, Director or Consultant for a continuous period of six months or for any cumulative period of 180 days in any consecutive twelve month period and is expected to continue, the foregoing subject to and as determined in accordance with procedures established by the Plan Administrator for purposes of this Plan;

“**Discounted Market Price**” has the meaning set forth in Policy 1.1;

“**Effective Date**” means the effective date of this Plan, being October 21, 2024;

“**Elected Amount**” has the meaning set forth in Section 7.1(1);

“Electing Person” means a Participant who is, on the applicable Election Date, a Director;

“Election Date” means the date on which the Electing Person files an Election Notice in accordance with Section 7.1(2);

“Election Notice” has the meaning set forth in Section 7.1(2);

“Eligible Charitable Organization” has the meaning ascribed to such term in Policy 4.4;

“Employee” has the meaning set forth in Policy 4.4;

“ESL” means the employment standards legislation, as amended or replaced, applicable to a Participant who is an Employee or Officer;

“Exchange” means the TSXV and any other exchange on which the Shares are or may be listed from time to time;

“Exercise Notice” means a notice in writing, signed by a Participant and stating the Participant’s intention to exercise a particular Option;

“Exercise Price” means the price at which an Option Share may be purchased pursuant to the exercise of an Option;

“Expiry Date” means, in respect of Options, the expiry date specified in the Award Agreement for an Option (which shall not be later than the tenth anniversary of the Date of Grant) or, if not so specified, means the tenth anniversary of the Date of Grant;

“Good Reason” means, with respect to a particular Participant:

- (a) “good reason” (or any similar term) as such term is defined in the employment or other written agreement between the Corporation or a subsidiary of the Corporation and the Participant;
- (b) in the event there is no written or other applicable employment or other agreement between the Corporation or a subsidiary of the Corporation, or “good reason” is not defined in such agreement, “good reason” as such term is defined in the Award Agreement; or
- (c) in the event neither (a) or (b) apply, the occurrence of any one or more of the following events without the Participant’s prior written consent, which, if capable of being cured, remains uncured by the Corporation within 30 days following receipt of written notice from the Participant specifying in reasonable detail the nature of such occurrence, which notice shall be provided by the Participant no later than 90 days after the occurrence of such event giving rise to the right to resign for Good Reason:
 - (i) there is a material diminution in the Participant’s position (including status, offices, titles and reporting requirements), authority, duties or responsibilities, excluding for this purpose any isolated, insubstantial or inadvertent actions not taken in bad faith and which are remedied by the Participant’s Employer promptly after receipt of notice thereof given by the Participant;
 - (ii) the Participant’s Employer’s material reduction of the Participant’s base salary, as the same may be increased from time to time, or the percentage on which

any short-term incentive payment is based, as such terms are defined in the Participant's employment agreement, other than any across the board reduction of 10% or less which may be implemented by such employer in respect of its senior employees from time to time;

- (iii) the Participant's Employer's material reduction or elimination of benefits granted to the Participant in his or her employment agreement or granted to the Participant during his or her employment, save and except any change or elimination of any benefits due to a change in the benefit plan or provider, provided that the new benefits are substantially similar in the aggregate to the current benefits;
- (iv) a material change in the geographic location of the principal location of employment of the Participant, which shall, in any event, include only a relocation of such principal location by more than one hundred (100) kilometers from its existing location; or
- (v) the Participant's Employer's material breach of the employment agreement between the Participant's Employer and the Participant.

In order for a resignation to qualify as a resignation for "Good Reason" hereunder, the Participant must resign for such event no later than 90 days after the Corporation's cure period has expired. For greater certainty, "Good Reason" shall not include year-over-year variations in the amount of, or percentage entitlement to, if any, Awards awarded to the Participant based on the Corporation's and the Compensation Committee's determination of achievement. In addition, "Good Reason" shall not include any change in title or reporting other than a change which would generally be considered to constitute a demotion by the Participant's peers in the industry and "Good Reason" shall not include any change in the Participant's duties and responsibilities provided that such changes do not result in a diminution of the scope or dignity of the Participant's overall duties and responsibilities;

"Compensation Committee" means the Compensation Committee of the Board and any replacement or successor committee of the Board that is responsible for compensation matters, or the Board if there is no such committee;

"In-the-Money Amount" has the meaning given to it in Section 4.6(2);

"Insider" means an "insider" as defined in the rules of the Exchange from time to time;

"Investor Relations Service Provider" has the meaning ascribed to such term in Policy 4.4;

"ISOs" has the meaning set forth in Section 11.1;

"Market Price" at any date in respect of the Shares shall be the volume-weighted average trading price of the Shares on the Exchange, for the five (5) trading days immediately preceding the Date of Grant (or, if such Shares are not then listed and posted for trading on the Exchange, on such stock exchange on which the Shares are listed and posted for trading as may be selected for such purpose by the Board); provided that, for so long as the Shares are listed and posted for trading on the TSXV, the Market Price shall not be less than the Market Price as defined in Policy 1.1; and provided, further, that with respect to an Option granted to a U.S. Taxpayer, such Participant and the number of Shares subject to such Award shall be identified by the Board or the Committee prior to the start of the applicable five (5) trading day period. In the event that such Shares are not listed and posted for trading on any Exchange, the Market Price shall be the fair market value of such Shares as determined by

the Board in its sole discretion and, with respect to an Award made to a U.S. Taxpayer, in accordance with Section 409A of the Code;

“Material Information” has the meaning set forth in Policy 1.1;

“Officer” means an Employee who is considered by the Corporation as an officer of the Corporation or a subsidiary of the Corporation;

“Option” means a right to purchase Shares under ARTICLE 4 of this Plan that is non-assignable and non-transferable, unless otherwise approved by the Plan Administrator;

“Option Shares” means Shares issuable by the Corporation upon the exercise of outstanding Options;

“Participant” means a Director, Officer, Employee or Consultant to whom an Award has been granted under this Plan;

“Participant’s Employer” means with respect to a Participant that is or was an Employee, the Corporation or such subsidiary of the Corporation as is or, if the Participant has ceased to be employed by the Corporation or such subsidiary of the Corporation, was the Participant’s Employer;

“Performance Goals” means performance goals expressed in terms of attaining a specified level of the particular criteria or the attainment of a percentage increase or decrease in the particular criteria, and may be applied to one or more of the Corporation, a subsidiary of the Corporation, a division of the Corporation or a subsidiary of the Corporation, or an individual, or may be applied to the performance of the Corporation or a subsidiary of the Corporation relative to a market index, a group of other companies or a combination thereof, or on any other basis, all as determined by the Plan Administrator in its discretion;

“Performance Share Unit” or **“PSU”** means a unit equivalent in value to a Share, credited by means of a bookkeeping entry in the books of the Corporation in accordance with ARTICLE 6;

“Person” means an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, and a natural person in his or her capacity as trustee, executor, administrator or other legal representative;

“Plan” means this Omnibus Equity Incentive Plan, as may be amended from time to time;

“Plan Administrator” means a Person determined by the Board, which will initially be the Compensation Committee, or if the administration of this Plan has been delegated by the Board to the Committee pursuant to Section 3.2, the Committee;

“Policy 1.1” means the TSXV’s Policy 1.1 entitled **“Interpretation”** as amended from time to time;

“Policy 4.4” means the TSXV’s Policy 4.4 entitled **“Security Based Compensation”** as amended from time to time;

“Proportionate Voting Shares” means the proportionate voting shares in the capital of the Corporation.

“PSU Service Year” has the meaning set forth in Section 6.1;

“Restricted Share Unit” or **“RSU”** means a unit equivalent in value to a Share, credited by means of a bookkeeping entry in the books of the Corporation in accordance with ARTICLE 5;

“Retirement” means, with respect to a particular Participant:

- (a) **“retirement”** (or any similar term) as such term is defined in the employment or other written agreement between the Corporation or a subsidiary of the Corporation and the Participant;
- (b) in the event there is no written or other applicable employment or other agreement between the Corporation or a subsidiary of the Corporation, or **“retirement”** is not defined in such agreement, **“retirement”** as such term is defined in the Award Agreement; or
- (c) in the event neither (a) or (b) apply, the voluntary cessation of a Participant’s employment with the Corporation, provided that, as at the Termination Date (i) the Participant’s age is at least sixty-five (65) and the Participant has at least ten years of service with the Corporation or a subsidiary of the Corporation, (ii) the Participant is not receiving or otherwise entitled to compensation in lieu of notice of termination, severance or similar payments, and (iii) the Participant has agreed in writing not to work for a competitor of the Corporation for a period of at least two (2) years following the Termination Date;

“RSU Service Year” has the meaning set forth in Section 5.1;

“Section 409A of the Code” or **“Section 409A”** means Section 409A of the Code and all regulations, guidance, compliance programs, and other interpretive authority issued thereunder;

“Securities Laws” means securities legislation, securities regulation and securities rules, as amended, and the policies, notices, instruments and blanket orders in force from time to time that govern or are applicable to the Corporation or to which it is subject;

“Separation from Service” has the meaning ascribed to it under Section 409A of the Code;

“Share” means one (1) subordinate voting share in the capital of the Corporation as constituted on the Effective Date, or any share or shares issued in replacement of such subordinate voting share in compliance with Canadian law or other applicable law, or after an adjustment contemplated by ARTICLE 10, such other shares or securities to which the holder of an Award may be entitled as a result of such adjustment;

“subsidiary” means an issuer that is Controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary, or any other entity in which the Corporation has an equity interest and is designated by the Plan Administrator, from time to time, for purposes of this Plan to be a subsidiary;

“Target Performance” has the meaning given to it in Section 6.3;

“Tax Act” means the *Income Tax Act* (Canada);

“Termination Date” means, subject to applicable law which cannot be waived:

- (a) in the case of an Employee or Officer whose employment with the Corporation or a subsidiary of the Corporation terminates (regardless of whether the termination is lawful or unlawful, with or without Cause, and whether it is the Participant or the Corporation or a subsidiary of the Corporation that initiates the termination), the later of: (i) if and only to the extent required to comply with the minimum standards of ESL, the date that is the last day of any applicable minimum statutory notice period

applicable to the Employee or Officer pursuant to ESL, if any; and (ii) the date designated by the Employee or Officer and such Participant's Employer as at the last day of such Employee's or Officer's employment, provided that, in the case of termination of employment by voluntary resignation by the Participant, such date shall not be earlier than the date notice of resignation was given; and, for the avoidance of any doubt, the parties intend to displace the presumption that the Participant has any entitlements in respect of the Plan or any Options, RSUs, PSUs or DSUs during any period of reasonable notice of termination under common law or civil law in the case of either (i) or (ii), without regard to any applicable period of reasonable notice or contractual notice to which the Participant may claim to be entitled under common law, civil law or pursuant to contract in respect of a period that follows the last day that the Participant actually and actively provides services to the Corporation or a subsidiary of the Corporation, as specified in the notice of termination provided by the Employee or Officer or the Participant's Employer, as the case may be;

- (b) in the case of a Consultant whose agreement or arrangement with the Corporation or a subsidiary of the Corporation terminates, (i) the date designated by the Corporation or the subsidiary of the Corporation, as the "**Termination Date**" (or similar term) or expiry date in a written agreement between the Consultant and Corporation or a subsidiary of the Corporation, or (ii) if no such written agreement exists, the date designated by the Corporation or a subsidiary of the Corporation, as the case may be, on which the Consultant ceases to be a Consultant or a service provider to the Corporation or the subsidiary of the Corporation, as the case may be, or on which the Participant's agreement or arrangement is terminated, provided that in the case of voluntary termination by the Participant of the Participant's consulting agreement or other written arrangement, such date shall not be earlier than the date notice of voluntary termination was given; in any event, the "Termination Date" shall be determined without including any period of notice that the Corporation or the subsidiary of the Corporation (as the case may be) may be required by law to provide to the Participant or any pay in lieu of notice of termination, termination fees or other damages paid or payable to the Participant;
- (c) in the case of a Director, the date such individual ceases to be a Director, unless the individual continues to be a Participant in another capacity; and
- (d) in the case of a U.S. Taxpayer, a Participant's "**Termination Date**" will be the date the Participant experiences a Separation from Service;

"**TSXV**" means the TSX Venture Exchange;

"**U.S.**" or "**United States**" means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia;

"**U.S. Award Holder**" means any holder of an Award who is a "**U.S. person**" (as defined in Rule 902(k) of Regulation S under the U.S. Securities Act) or who is holding or exercising Awards in the United States;

"**U.S. Securities Act**" means the United States Securities Act of 1933, as amended and the rules and regulations promulgated thereunder; and

"**U.S. Taxpayer**" shall mean a Participant who, with respect to an Award, is subject to taxation under the applicable U.S. tax laws.

Section 2.2 Interpretation

- (1) Whenever the Plan Administrator exercises discretion in the administration of this Plan, the term “discretion” means the sole and absolute discretion of the Plan Administrator.
- (2) As used herein, the terms “Article”, “Section”, “Subsection” and “clause” mean and refer to the specified Article, Section, Subsection and clause of this Plan, respectively.
- (3) Words importing the singular include the plural and vice versa and words importing any gender include any other gender.
- (4) Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period begins, including the day on which the period ends, and abridging the period to the immediately preceding Business Day in the event that the last day of the period is not a Business Day. In the event an action is required to be taken or a payment is required to be made on a day which is not a Business Day such action shall be taken or such payment shall be made by the immediately preceding Business Day.
- (5) Unless otherwise specified, all references to money amounts are to Canadian currency.
- (6) The headings used herein are for convenience only and are not to affect the interpretation of this Plan.

ARTICLE 3 ADMINISTRATION

Section 3.1 Administration

Subject to the terms herein, this Plan will be administered by the Plan Administrator and the Plan Administrator has sole and complete authority, in its discretion, to:

- (a) determine the individuals to whom grants of Awards under the Plan may be made;
- (b) make grants of Awards under the Plan relating to the issuance of Shares (including any combination of Options, RSUs, PSUs or DSUs) in such amounts, to such Persons and, subject to the provisions of this Plan, on such terms and conditions as it determines including without limitation:
 - (i) the time or times at which Awards may be granted;
 - (ii) the conditions under which:
 - (A) Awards may be granted to Participants; or
 - (B) Awards may be forfeited to the Corporation, including any conditions relating to the attainment of specified Performance Goals;
 - (iii) the number of Shares to be covered by any Award;
 - (iv) the price, if any, to be paid by a Participant in connection with the purchase of Shares covered by any Awards;

- (v) whether restrictions or limitations are to be imposed on the Shares issuable pursuant to grants of any Award, and the nature of such restrictions or limitations, if any; and
- (vi) any acceleration of exercisability or vesting, or waiver of termination regarding any Award, based on such factors as the Plan Administrator may determine;
- (c) establish the form or forms of Award Agreements;
- (d) cancel, amend, adjust or otherwise change any Award under such circumstances as the Plan Administrator may consider appropriate in accordance with the provisions of this Plan;
- (e) construe and interpret this Plan and all Award Agreements;
- (f) adopt, amend, prescribe and rescind administrative guidelines and other rules and regulations relating to this Plan, including rules and regulations relating to sub-plans established for the purpose of satisfying applicable foreign laws or for qualifying for favorable tax treatment under applicable foreign laws; and
- (g) make all other determinations and take all other actions necessary or advisable for the implementation and administration of this Plan.

Section 3.2 Delegation to Committee

- (1) The initial Plan Administrator shall be the Board.
- (2) To the extent permitted by applicable law, the Board may, from time to time, assume or delegate to any committee of the Board (the “**Committee**”) all or any of the powers conferred on the Plan Administrator pursuant to this Plan, including the power to sub-delegate to any member(s) of the Committee or any specified officer(s) of the Corporation or its subsidiaries all or any of the powers delegated by the Board. In such event, the Committee or any sub-delegate will exercise the powers delegated to it in the manner and on the terms authorized by the delegating party.

Section 3.3 Determinations Binding

Any decision made or action taken by the Board, the Committee or any sub-delegate to whom authority has been delegated pursuant to Section 3.2 arising out of or in connection with the administration or interpretation of this Plan is final, conclusive and binding on the Corporation and its subsidiaries, the affected Participant(s), their legal and personal representatives and all other Persons.

Section 3.4 Eligibility

All Directors, Officers, Employees and Consultants are eligible to participate in the Plan, subject to Section 9.1(e). Participation in the Plan is voluntary and eligibility to participate does not confer upon any Director, Officer, Employee or Consultant any right to receive any grant of an Award pursuant to the Plan. The extent to which any Director, Officer, Employee or Consultant is entitled to receive a grant of an Award pursuant to the Plan will be determined in the discretion of the Plan Administrator. The Corporation and the Participant shall be responsible for ensuring and confirming that the Participant is a bona fide Director, Officer, Employee or Consultant, as the case may be.

Section 3.5 Plan Administrator Requirements

Any Award granted under this Plan shall be subject to the requirement that, if at any time the Corporation shall determine that the listing, registration or qualification of the Shares issuable pursuant to such Award upon any securities exchange or under any Securities Laws of any jurisdiction, or the consent or approval of the Exchange and any securities commissions or similar securities regulatory bodies having jurisdiction over the Corporation is necessary as a condition of, or in connection with, the grant or exercise of such Award or the issuance or purchase of Shares thereunder, such Award may not be accepted or exercised, as applicable, in whole or in part unless such listing, registration, qualification, consent or approval shall have been effected or obtained on conditions acceptable to the Plan Administrator. Nothing herein shall be deemed to require the Corporation to apply for or to obtain such listing, registration, qualification, consent or approval. Participants shall, to the extent applicable, cooperate with the Corporation in complying with such legislation, rules, regulations and policies.

Section 3.6 Total Shares Subject to Awards

- (1) The aggregate number of Shares that may be reserved for issuance under this Plan, at any time, shall not exceed twenty percent (20%) of the Corporation's issued and outstanding Shares as at the Effective Date (on a non-diluted basis, but on an as-converted basis as it relates to the Proportionate Voting Shares).
- (2) To the extent any Awards (or portion(s) thereof) under this Plan terminate or are cancelled for any reason prior to exercise in full, or are surrendered to the Corporation by the Participant, except surrenders relating to the payment of the purchase or exercise price of any such Award or the satisfaction of the tax withholding obligations related to any such Award, any Shares subject to such Awards (or portion(s) thereof) shall be added back to the number of Shares reserved for issuance under this Plan and will again become available for issuance pursuant to the exercise of Awards granted under this Plan.
- (3) Any Shares issued by the Corporation through the assumption or substitution of outstanding stock options or other equity-based awards from an acquired company will reduce the number of Shares available for issuance pursuant to the exercise of Awards granted under this Plan.

Section 3.7 Limits on Grants of Awards

Notwithstanding anything in this Plan, the granting of Awards shall be subject to the following conditions:

- (a) for so long as the Shares are listed and posted for trading on the TSXV, not more than two percent (2%) of the Corporation's issued and outstanding Shares (on an as-converted basis as it relates to the Proportionate Voting Shares) may be granted to any one Consultant in any 12-month period;
- (b) for so long as the Shares are listed and posted for trading on the TSXV, not more than an aggregate of two percent (2%) the Corporation's issued and outstanding Shares (on an as-converted basis as it relates to the Proportionate Voting Shares) may be granted in aggregate to Investor Relations Service Providers in any 12-month period;
- (c) for so long as the Shares are listed and posted for trading on the TSXV, not more than an aggregate of one percent (1%) the Corporation's issued and outstanding Shares (on an as-converted basis as it relates to the Proportionate Voting Shares) may be granted in aggregate pursuant to all outstanding Charitable Stock Options in any 12-month period;

- (d) for so long as the Shares are listed and posted for trading on the TSXV, unless the Corporation has obtained disinterested shareholder approval, the Corporation shall not decrease the Exercise Price or extend the term of Options previously granted to Insiders;
- (e) for so long as the Shares are listed and posted for trading on the TSXV, Investor Relations Service Providers shall not be eligible to receive any Awards other than Options;
- (f) for so long as the Shares are listed and posted for trading on the TSXV, Eligible Charitable Organizations shall not be eligible to receive any Awards other than Charitable Options;
- (g) the Plan Administrator shall not grant any Awards that may be denominated or settled in Shares to residents of the United States or a U.S. Award Holder unless such Awards and the Shares issuable upon exercise thereof are registered under the U.S. Securities Act or are issued in compliance with an available exemption from the registration requirements of the U.S. Securities Act.

Section 3.8 Hold Period

All Awards and any Shares issued on the exercise of Awards may be subject to and legended with a four month hold period commencing on the date the Awards were granted pursuant to the rules of the Exchange and applicable securities laws. Any Shares issued on the exercise of Awards may be subject to resale restrictions contained in National Instrument 45-102 – Resale of Securities which would apply to the first trade of the Shares. Awards granted to U.S. Award Holders and any Shares issued on the exercise of such Awards may be subject to additional resale restrictions as outlined in the Award Agreement.

Section 3.9 Awards Granted to Corporations

Except in relation to a Consultant that is a corporation, Awards may only be granted to an individual or a corporation that is wholly-owned by a Director, Officer, Employee or Consultant. For so long as the Shares are listed and posted for trading on the TSXV, if a corporation is a Participant receiving Options, it must provide the TSXV with a completed Form 4F – Certification and Undertaking Required from a Corporation Granted an Incentive Stock Option. The corporation must agree not to effect or permit any transfer of ownership or option of shares of the corporation nor to issue further shares of any class in the corporation to any other individual or entity as long as the Award remains outstanding, except with the written consent of the Exchange.

Section 3.10 Award Agreements

Each Award under this Plan will be evidenced by an Award Agreement. Each Award Agreement will be subject to the applicable provisions of this Plan and will contain such provisions as are required by this Plan and any other provisions that the Plan Administrator may direct. Any one officer of the Corporation is authorized and empowered to execute and deliver, for and on behalf of the Corporation, an Award Agreement to each Participant granted an Award pursuant to this Plan. If any Awards are issued to a U.S. Award Holder or anyone who becomes a U.S. Award Holder, who is granted an Award in the United States, who is a resident of the United States or who is otherwise subject to the U.S. Securities Act or the securities laws of any state of the United States, such Participant shall receive an Award Agreement which sets out the applicable United States restrictions.

Section 3.11 Non-Transferability of Awards

Except to the extent that certain rights may pass to a beneficiary or legal representative upon death of a Participant, by will or as required by law, no assignment or transfer of Awards, whether voluntary, involuntary, by operation of law or otherwise, vests any interest or right in such Awards whatsoever in any assignee or transferee and immediately upon any assignment or transfer, or any attempt to make the same, such Awards will terminate and be of no further force or effect. To the extent that certain rights to exercise any portion of an outstanding Award pass to a beneficiary or legal representative upon death of a Participant, the period in which such Award can be exercised by such beneficiary or legal representative shall not exceed one year from the Participant's death.

ARTICLE 4 OPTIONS

Section 4.1 Granting of Options

The Plan Administrator may, from time to time, subject to the provisions of this Plan and such other terms and conditions as the Plan Administrator may prescribe, grant Options to any Director, Officer, Employee or Consultant. The terms and conditions of each Option grant shall be evidenced by an Award Agreement. Notwithstanding any of the foregoing provisions, the Plan Administrator may authorize the grant of an Option to a person not then in the employ of the Corporation or of its subsidiary, conditioned upon such person becoming a Director, Officer, Employee or Consultant at or prior to the Date of Grant of such Option. In the case of a grant of Options to a Participant that is a Canadian Taxpayer, the Corporation or other employer of the Participant shall, to the extent required and in the manner prescribed by the Tax Act, notify the Participant and the Canada Revenue Agency whether any Units that may be issued or sold under such Options will be non-qualified securities for the purposes of the Tax Act.

Section 4.2 Exercise Price

The Plan Administrator will establish the Exercise Price at the time each Option is granted, which Exercise Price must in all cases be not less than the Market Price on the Date of Grant, provided that, for so long as the Shares are listed and posted for trading on the TSXV, the Exercise Price must in all cases be not less than the Discounted Market Price on the Date of Grant. Notwithstanding the foregoing, for Options awarded to U.S. Taxpayers, (i) the Exercise Price shall be the Market Price on the Date of Grant as defined in this Plan, except that Policy 1.1 shall not operate to decrease the price determined by the volume weighted average trading price as contemplated in the definition of Market Price (the "**U.S. Option Exercise Price**"); and (ii) the Discounted Market Price shall not operate to reduce the U.S. Option Exercise Price.

Section 4.3 Term of Options

- (1) Subject to any accelerated vesting or termination as set forth in this Plan, each Option expires on its Expiry Date, which may not be later than the close of business ten (10) years from the Date of Grant.
- (2) Notwithstanding the foregoing, Charitable Options must expire on or before the earlier of (a) the date that is 10 years from the Date of Grant of the Charitable Option; and (b) the 90th day following the date that the holder of the Charitable Option ceases to be an Eligible Charitable Organization.

- (3) Upon the Expiry Date, the Options granted shall forthwith expire and terminate and be of no further force or effect whatsoever as to such of the Shares in respect of which the Option hereby granted has not then been exercised.

Section 4.4 Vesting

- (1) The Plan Administrator shall have the authority to determine the vesting terms applicable to grants of Options.
- (2) Notwithstanding the foregoing, all Options granted to Investor Relations Service Providers pursuant to this Plan shall vest and become fully exercisable as follows or as determined by the Plan Administrator when the Option is granted, but in any event, for so long as the Shares are listed and posted for trading on the TSXV, such Options shall not vest any sooner than:
 - (i) one quarter ($\frac{1}{4}$) of the Options on the date which is three (3) months from the Date of Grant;
 - (ii) one quarter ($\frac{1}{4}$) of the Options on the date which is six (6) months from the Date of Grant;
 - (iii) one quarter ($\frac{1}{4}$) of the Options on the date which is nine (9) months from the Date of Grant; and
 - (iv) the final one quarter ($\frac{1}{4}$) of the Options on the date which is twelve (12) months from the Date of Grant.
- (3) Notwithstanding anything to the contrary in the Plan, for so long as the Shares are listed and posted for trading on the TSXV, no more than one quarter ($\frac{1}{4}$) of such Options granted to Investor Relations Service Providers may vest in any three-month period.

Section 4.5 Exercisability

- (1) Once an Option becomes vested, it shall remain vested and shall be exercisable until expiration or termination of the Option, unless otherwise specified by the Plan Administrator, or as may be otherwise set forth in any written employment agreement, consulting agreement, Award Agreement or other written agreement between the Corporation or a subsidiary of the Corporation and the Participant. Each vested Option may be exercised at any time or from time to time, in whole or in part, for up to the total number of Option Shares with respect to which it is then exercisable. The Plan Administrator has the right to accelerate the date upon which any Option becomes exercisable.
- (2) Subject to the provisions of this Plan and any Award Agreement, Options shall be exercised by means of a fully completed Exercise Notice delivered to the Corporation.
- (3) The Plan Administrator may provide at the time of granting an Option that the exercise of that Option is subject to restrictions, in addition to those specified in Section 4.4, such as vesting conditions relating to the attainment of specified Performance Goals.
- (4) No Option holder who is resident in the United States or a U.S. Award Holder may exercise Options unless the Option Shares are registered under the U.S. Securities Act or are issued in compliance with an available exemption from the registration requirements of the U.S. Securities Act.

Section 4.6 Payment of Exercise Price

- (1) Unless otherwise specified by the Plan Administrator at the time of granting an Option and set forth in the particular Award Agreement, the Exercise Notice must be accompanied by payment of the Exercise Price. The Exercise Price must be fully paid by certified cheque, wire transfer, bank draft or money order payable to the Corporation or by such other means as might be specified from time to time by the Plan Administrator, which, to the extent permitted by and otherwise subject to the rules and policies of the Exchange, may include (i) through an arrangement with a broker approved by the Corporation (or through an arrangement directly with the Corporation) whereby payment of the Exercise Price is accomplished with the proceeds of the sale of Shares deliverable upon the exercise of the Option, (ii) through the Cashless Exercise process set out in Section 4.6(2), or (iii) such other consideration and method of payment for the issuance of Shares to the extent permitted by Securities Laws, or any combination of the foregoing methods of payment.
- (2) A Participant may, with the consent of the Corporation (the provision of such consent to be at the sole discretion of the Corporation), in lieu of exercising an Option pursuant to an Exercise Notice, elect to surrender such Option to the Corporation (a **"Cashless Exercise"**) in consideration for an amount from the Corporation equal to (i) the Market Price of the Shares issuable on the exercise of such Option (or portion thereof) as of the date such Option (or portion thereof) is exercised, less (ii) the aggregate Exercise Price of the Option (or portion thereof) surrendered relating to such Shares, (the **"In-the-Money Amount"**) by written notice to the Corporation indicating the number of Options such Participant wishes to exercise using the Cashless Exercise, and such other information that the Corporation may require. Subject to Section 8.3, the Corporation shall satisfy payment of the In-the-Money Amount by delivering to the Participant such number of Shares (rounded down to the nearest whole number) having an aggregate fair market value (based on the Market Price on the date of exercise) equal to the In-the-Money Amount. Any Options surrendered in connection with a Cashless Exercise will not be added back to the number of Shares reserved for issuance under this Plan. No Shares will be issued or transferred until full payment therefor has been received by the Corporation.
- (3) If a Participant surrenders Options through a Cashless Exercise pursuant to Section 4.6(2), to the extent that such Participant would be entitled to a deduction under paragraph 110(1)(d) of the Tax Act in respect of such surrender if the election described in subsection 110(1.1) of the Tax Act were made and filed (and the other procedures described therein were undertaken) on a timely basis after such surrender, the Corporation will cause such election to be so made and filed (and such other procedures to be so undertaken).

ARTICLE 5 RESTRICTED SHARE UNITS

Section 5.1 Granting of RSUs

- (1) The Plan Administrator may, from time to time, subject to the provisions of this Plan and such other terms and conditions as the Plan Administrator may prescribe, grant RSUs to any Participant in respect of services rendered by the applicable Participant in a taxation year (the **"RSU Service Year"**). The terms and conditions of each RSU grant may be evidenced by an Award Agreement. Each RSU will consist of a right to receive a Share, cash payment, or a combination thereof (as provided in Section 5.4(1)), upon the settlement of such RSU.
- (2) The number of RSUs (including fractional RSUs) granted at any particular time pursuant to this ARTICLE 5 may be calculated by dividing (i) the amount of any bonus or similar payment

that is to be paid in RSUs (including the elected amount as applicable), as determined by the Plan Administrator, by (ii) the greater of (A) the Market Price of a Share on the Date of Grant or, for so long as the Shares are listed and posted for trading on the TSXV, the Discounted Market Price of a Share on the Date of Grant; and (B) such amount as determined by the Plan Administrator in its discretion.

Section 5.2 RSU Account

All RSUs received by a Participant shall be credited to an account maintained for the Participant on the books of the Corporation, as of the Date of Grant.

Section 5.3 Vesting of RSUs

The Plan Administrator shall have the authority to determine any vesting terms applicable to the grant of RSUs, provided that the terms comply with Section 409A, with respect to a U.S. Taxpayer, and provided that no RSUs may vest before the date that is one year following the Date of Grant.

Section 5.4 Settlement of RSUs

- (1) The Plan Administrator shall have the sole authority to determine the settlement terms applicable to the grant of RSUs, provided that with respect to a U.S. Taxpayer, the terms comply with Section 409A to the extent it is applicable and to the extent such terms relate to the timing of settlement of RSUs, such terms will be set forth in the applicable Award Agreement. Subject to Section 11.6(4) below and except as otherwise provided in an Award Agreement, on the settlement date for any RSU, the Participant shall redeem each vested RSU for:
 - (i) one (1) fully paid and non-assessable Share issued from treasury to the Participant or as the Participant may direct,
 - (ii) a cash payment, provided such RSU is redeemed within three (3) years of the Date of Grant, or
 - (iii) a combination of Shares and cash as contemplated by paragraphs (i) and (ii) above, in each case as determined by the Plan Administrator in its discretion.
- (2) Any cash payments made under this Section 5.4 by the Corporation to a Participant in respect of RSUs to be redeemed for cash shall be calculated by multiplying the number of RSUs to be redeemed for cash by the Market Price per Share as at the settlement date.
- (3) Payment of cash to Participants on the redemption of vested RSUs may be made through the Corporation's payroll in the pay period that the settlement date falls within.
- (4) Notwithstanding any other terms of this Plan but subject to Section 11.6(4) below and except as otherwise provided in an Award Agreement, no settlement date for any RSU shall occur, and no Share shall be issued or cash payment shall be made in respect of any RSU, under this Section 5.4 any later than the final Business Day of the third calendar year following the applicable RSU Service Year.
- (5) No RSU holder who is resident in the United States may settle RSUs for Shares unless the Shares issuable upon settlement of the RSUs are registered under the U.S. Securities Act or are issued in compliance with an available exemption from the registration requirements of the U.S. Securities Act.

ARTICLE 6 PERFORMANCE SHARE UNITS

Section 6.1 Granting of PSUs

The Plan Administrator may, from time to time, subject to the provisions of this Plan and such other terms and conditions as the Plan Administrator may prescribe, grant PSUs to any Participant in respect of a bonus or similar payment in respect of services rendered by the applicable Participant in a taxation year (the “**PSU Service Year**”). The terms and conditions of each PSU grant shall be evidenced by an Award Agreement, provided that with respect to a U.S. Taxpayer the terms comply with Section 409A to the extent it is applicable and to the extent such terms relate to the time of settlement of PSUs, such terms will be set forth in the applicable Award Agreement. Each PSU will consist of a right to receive a Share, cash payment, or a combination thereof (as provided in Section 6.6(1)), upon the achievement of such Performance Goals during such performance periods as the Plan Administrator shall establish.

Section 6.2 Terms of PSUs

The Performance Goals to be achieved during any performance period, the length of any performance period, the amount of any PSUs granted, the termination of a Participant’s employment and the amount of any payment or transfer to be made pursuant to any PSU will be determined by the Plan Administrator and by the other terms and conditions of any PSU, all as set forth in the applicable Award Agreement.

Section 6.3 Performance Goals

The Plan Administrator will issue Performance Goals prior to the Date of Grant to which such Performance Goals pertain. The Performance Goals may be based upon the achievement of corporate, divisional or individual goals, and may be applied to performance relative to an index or comparator group, or on any other basis determined by the Plan Administrator. The Plan Administrator may modify the Performance Goals as necessary to align them with the Corporation’s corporate objectives, subject to any limitations set forth in an Award Agreement or an employment or other agreement with a Participant. The Performance Goals may include a threshold level of performance below which no payment will be made (or no vesting will occur), levels of performance at which specified payments will be made (or specified vesting will occur) (“**Target Performance**”), and a maximum level of performance above which no additional payment will be made (or at which full vesting will occur), all as set forth in the applicable Award Agreement.

Section 6.4 PSU Account

All PSUs received by a Participant shall be credited to an account maintained for the Participant on the books of the Corporation, as of the Date of Grant.

Section 6.5 Vesting of PSUs

The Plan Administrator shall have the authority to determine any vesting terms applicable to the grant of PSUs, provided that no PSUs may vest before the date that is one year following the Date of Grant.

Section 6.6 Settlement of PSUs

- (1) The Plan Administrator shall have the authority to determine the settlement terms applicable to the grant of PSUs provided that with respect to a U.S. Taxpayer the terms comply with Section 409A to the extent it is applicable and to the extent such terms relate to the time of

settlement of PSUs, such terms will be set forth in the applicable Award Agreement. Subject to Section 11.6(4) below and except as otherwise provided in an Award Agreement, on the settlement date for any PSU, the Participant shall redeem each vested PSU for:

- (i) one fully paid and non-assessable Share issued from treasury to the Participant or as the Participant may direct;
 - (ii) a cash payment; or
 - (iii) a combination of Shares and cash as contemplated by paragraphs (i) and (ii) above, in each case as determined by the Plan Administrator in its discretion.
- (2) Any cash payments made under this Section 6.6 by the Corporation to a Participant in respect of PSUs to be redeemed for cash shall be calculated by multiplying the number of PSUs to be redeemed for cash by the Market Price per Share as at the settlement date.
 - (3) Payment of cash to Participants on the redemption of vested PSUs may be made through the Corporation's payroll in the pay period that the settlement date falls within.
 - (4) Notwithstanding any other terms of this Plan but subject to Section 11.6(4) below and except as otherwise provided in an Award Agreement, no settlement date for any PSU shall occur, and no Share shall be issued or cash payment shall be made in respect of any PSU, under this Section 6.6 any later than the final Business Day of the third calendar year following the applicable PSU Service Year.
 - (5) No PSU holder who is resident in the United States may settle PSUs for Shares unless the Shares issuable upon settlement of the PSUs are registered under the U.S. Securities Act or are issued in compliance with an available exemption from the registration requirements of the U.S. Securities Act.

ARTICLE 7 DEFERRED SHARE UNITS

Section 7.1 Granting of DSUs

- (1) The Board may fix from time to time a portion of the Director Fees that are to be payable in the form of DSUs. In addition, each Electing Person is given, subject to the conditions stated herein, the right to elect in accordance with Section 7.1(2) to participate in the grant of additional DSUs pursuant to this ARTICLE 7. An Electing Person who elects to participate in the grant of additional DSUs pursuant to this ARTICLE 7 shall receive their Elected Amount (as that term is defined below) in the form of DSUs. The "**Elected Amount**" shall be an amount, as elected by the Director, in accordance with applicable tax law, between 0% and 100% of any Director Fees that would otherwise be paid in cash (the "**Cash Fees**").
- (2) Each Electing Person who elects to receive their Elected Amount in the form of DSUs will be required to file a notice of election in the form of Schedule "A" hereto (the "**Election Notice**") with the Chief Financial Officer of the Corporation: (i) in the case of an existing Electing Person, by December 31st in the year prior to the year to which such election is to apply (other than for Director Fees payable for the 2022 financial year, in which case any Electing Person who is not a U.S. Taxpayer as of the date of this Plan shall file the Election Notice by the date that is 30 days from the Effective Date with respect to compensation paid for services to be performed after such date); and (ii) in the case of a newly appointed Electing Person who is not a U.S. Taxpayer, within 30 days of such appointment with respect to compensation paid

for services to be performed after such date. In the case of an existing Electing Person who is a U.S. Taxpayer as of the Effective Date of this Plan, provided that the Electing Person has not participated in another deferred compensation plan or arrangement that is required to be aggregated for purpose of Code Section 409A, an initial Election Notice may be filed by the date that is 30 days from the Effective Date only with respect to compensation paid for services to be performed after the Election Date; and, in the case of a newly appointed Electing Person who is a U.S. Taxpayer, provided that the Electing Person has not participated in another deferred compensation plan or arrangement that is required to be aggregated for purposes of Code Section 409A, an Election Notice may be filed within 30 days of such appointment only with respect to compensation paid for services to be performed after the Election Date. If no election is made within the foregoing time frames, the Electing Person shall be deemed to have elected to be paid the entire amount of his or her Cash Fees in cash.

- (3) Subject to Section 7.1(4), the election of an Electing Person under Section 7.1(2) shall be deemed to apply to all Cash Fees paid subsequent to the filing of the Election Notice, and such Electing Person is not required to file another Election Notice for subsequent calendar years.
- (4) Each Electing Person who is not a U.S. Taxpayer is entitled once per calendar year to terminate his or her election to receive DSUs by filing with the Chief Financial Officer of the Corporation a termination notice in the form of Schedule "B". Such termination shall be effective immediately upon receipt of such notice, provided that the Corporation has not imposed a Blackout Period. Thereafter, any portion of such Electing Person's Cash Fees payable or paid in the same calendar year and, subject to complying with Section 7.1(2), all subsequent calendar years shall be paid in cash. For greater certainty, to the extent an Electing Person terminates his or her participation in the grant of DSUs pursuant to this ARTICLE 7, he or she shall not be entitled to elect to receive the Elected Amount, or any other amount of his or her Cash Fees in DSUs again until the calendar year following the year in which the termination notice is delivered. An election by a U.S. Taxpayer to receive the Elected Amount in DSUs for any calendar year is irrevocable for that calendar year after the expiration of the election period for that year and any termination of the election will not take effect until the first day of the calendar year following the calendar year in which the termination notice in the form of Schedule "C" is delivered.
- (5) Any DSUs granted pursuant to this ARTICLE 7 prior to the delivery of a termination notice pursuant to Section 7.1(4) shall remain in the Plan following such termination and will be redeemable only in accordance with the terms of the Plan.
- (6) The number of DSUs (including fractional DSUs) granted at any particular time pursuant to this ARTICLE 7 will be calculated by dividing (i) the amount of any Director Fees that are to be paid in DSUs (including any Elected Amount), by (ii) the Market Price of a Share on the Date of Grant or, for so long as the Shares are listed and posted for trading on the TSXV, the Discounted Market Price of a Share on the Date of Grant.
- (7) In addition to the foregoing, the Plan Administrator may, from time to time, subject to the provisions of this Plan and such other terms and conditions as the Plan Administrator may prescribe, grant DSUs to any Participant.

Section 7.2 DSU Account

All DSUs received by a Participant (which, for greater certainty includes Electing Persons) shall be credited to an account maintained for the Participant on the books of the Corporation, as of the Date of Grant. The terms and conditions of each DSU grant may be evidenced by an Award Agreement.

Section 7.3 Vesting of DSUs

The Plan Administrator shall have the authority to determine any vesting terms applicable to the grant of DSUs, provided that, for so long as the Shares are listed and posted for trading on the TSXV, no DSUs may vest before the date that is one year following the Date of Grant.

Section 7.4 Settlement of DSUs

- (1) DSUs shall be settled on the date established in the Award Agreement; provided, however that if there is no Award Agreement or the Award Agreement does not establish a date for the settlement of the DSUs, then, for a Participant who is not a U.S. Taxpayer the settlement date shall be the date determined by the Participant; provided that, in the case of a Participant who is a Canadian Taxpayer, the settlement date shall be no earlier than the date on which the Participant ceases to be a Director and no later than the last Business Day of the immediately following calendar year, and in the case of a Participant who is a U.S. taxpayer, the settlement date shall be the date of the Participant's Separation from Service and for greater certainty in all cases by the end of the year in which such Separation from Service occurs, subject to Section 11.6(4) On the settlement date for any DSU, each vested DSU will be redeemed for:
 - (i) one (1) fully paid and non-assessable Share issued from treasury to the Participant or as the Participant may direct;
 - (ii) a cash payment; or
 - (iii) a combination of Shares and cash as contemplated by paragraphs (i) and (ii) above, in each case as determined by the Plan Administrator in its discretion.
- (2) Any cash payments made under this Section 7.4 by the Corporation to a Participant in respect of DSUs to be redeemed for cash shall be calculated by multiplying the number of DSUs to be redeemed for cash by the Market Price per Share as at the settlement date.
- (3) Payment of cash to Participants on the redemption of vested DSUs may be made through the Corporation's payroll or in such other manner as determined by the Corporation.
- (4) No DSU holder who is resident in the United States may settle DSUs for Shares unless the Shares issuable upon settlement of the DSUs are registered under the U.S. Securities Act or are issued in compliance with an available exemption from the registration requirements of the U.S. Securities Act.
- (5) Notwithstanding anything in the Plan and the applicable DSU Award Agreement, if a U.S. Taxpayer is also subject to Canadian income tax with respect to his or her DSUs, then at such time as such U.S. Taxpayer ceases services with the Board, the Corporation will undertake to ensure that such cessation of services will be undertaken in a manner that constitutes both a Separation from Service and a loss of office or employment as contemplated by paragraph 6801(d) of the Regulations under the *Income Tax Act* (Canada).

Section 7.5 No Additional Amount or Benefit

For greater certainty, neither a Director to whom DSUs are granted nor any person with whom such Director does not deal at arm's length (for purposes of the Tax Act) shall be entitled, either immediately or in the future, either absolutely or contingently, to receive or obtain any amount or benefit granted or to be granted for the purpose of reducing the impact, in whole or in part, of any reduction in the fair market value of the Shares to which the DSUs relate.

ARTICLE 8 ADDITIONAL AWARD TERMS

Section 8.1 Dividend Equivalents

- (1) Unless otherwise determined by the Plan Administrator and set forth in the particular Award Agreement, an Award of RSUs and PSUs shall include the right for such RSUs and PSUs to be credited with dividend equivalents in the form of additional RSUs and PSUs, respectively, as of each dividend payment date in respect of which normal cash dividends are paid on Shares. Such dividend equivalents shall be computed by dividing: (a) the amount obtained by multiplying the amount of the dividend declared and paid per Share by the number of RSUs and PSUs, as applicable, held by the Participant on the record date for the payment of such dividend, by (b) the Market Price at the close of the first Business Day immediately following the dividend record date, with fractions computed to three decimal places. Dividend equivalents credited to a Participant's account shall vest in proportion to the RSUs and PSUs to which they relate, and shall be settled in accordance with Section 5.4, 6.6, and 7.4 respectively.
- (2) For clarity, any dividend equivalents granted pursuant to Section 8.1(1) shall be included in calculating the limits set forth in Section 3.7. If the Corporation does not have a sufficient number of available Shares under this Plan to grant such dividend equivalents, or where the issuance of shares would result in breaching a limit on any grants or issuances contained in this Plan, the Corporation shall make such dividend payments in cash.
- (3) The foregoing does not obligate the Corporation to declare or pay dividends on Shares and nothing in this Plan shall be interpreted as creating such an obligation.

Section 8.2 Blackout Period

If an Award expires during, or within five (5) Business Days after, a routine or special trading Blackout Period, then, notwithstanding any other provision of this Plan, unless the delayed expiration would result in negative tax consequences, the Award shall expire five (5) Business Days after the Blackout Period is lifted by the Corporation; and provided that, (i) the Blackout Period must be deemed to have expired upon the general disclosure of the undisclosed Material Information, and (ii) the automatic extension of an Award will not be permitted where the Participant or the Corporation is subject to a cease trade order (or similar order under applicable securities laws) in respect of the Corporation's securities. In no event will the Expiry Date of an Option awarded to a U.S. Taxpayer be extended beyond the date that is ten years following the Date of Grant.

Section 8.3 Withholding Taxes

Notwithstanding any other terms of this Plan, the granting, vesting, exercise or settlement of each Award under this Plan is subject to the condition that if at any time the Plan Administrator determines, in its discretion, that the satisfaction of withholding tax or other withholding liabilities is necessary or desirable in respect of such grant, vesting, exercise or settlement, such action is not effective unless such withholding has been effected to the satisfaction of the Plan Administrator. In such circumstances, the Plan Administrator may require that a Participant pay to the Corporation the minimum amount as the Corporation or a subsidiary of the Corporation is obliged to withhold or remit to the relevant taxing authority in respect of the granting, vesting or settlement of the Award. Any such additional payment is due no later than the date on which such amount with respect to the Award is required to be remitted to the relevant tax authority by the Corporation or a subsidiary of the Corporation, as the case may be. Alternatively, and subject to any requirements or limitations under applicable law, the Corporation or any Affiliate may (a) withhold such amount from any remuneration

or other amount payable by the Corporation or any Affiliate to the Participant, (b) require the sale, on behalf of the applicable Participant, of a number of Shares issued upon exercise, vesting, or settlement of such Award and the remittance to the Corporation of the net proceeds from such sale sufficient to satisfy such amount, or (c) enter into any other suitable arrangements for the receipt of such amount.

Section 8.4 Recoupment

Notwithstanding any other terms of this Plan, Awards may be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of any clawback, recoupment or similar policy adopted by the Corporation or the relevant subsidiary of the Corporation, or as set out in the Participant's employment agreement, consulting agreement, Award Agreement or other written agreement, or as otherwise required by law or the rules of the Exchange. The Plan Administrator may at any time waive the application of this Section 8.4 to any Participant or category of Participants.

ARTICLE 9 TERMINATION OF EMPLOYMENT OR SERVICES

Section 9.1 Termination of Officer, Employee, Consultant or Director

Subject to Section 9.2, unless otherwise determined by the Plan Administrator or as set forth in an employment agreement, consulting agreement, Award Agreement or other written agreement:

- (a) where a Participant's employment, consulting or other agreement or arrangement is terminated or the Participant ceases to hold office or his or her position, as applicable, by reason of voluntary resignation by the Participant (whether such resignation is with or without Good Reason, but excluding a Retirement), termination by the Corporation or a subsidiary of the Corporation (whether such termination occurs for, or without Cause, with or without any or adequate reasonable notice, or with or without any or adequate compensation in lieu of such reasonable notice) then, subject to applicable law that cannot be waived by the Participant:
 - (i) each Award held by the Participant that has not vested as of the Termination Date is immediately forfeited and cancelled as of the Termination Date for no consideration and the Participant shall not be entitled to any damages or other amounts in respect of such cancelled Awards; and
 - (ii) each Award held by a Participant that has vested may, subject Section 5.4(4) and 6.6(4) (where applicable), be exercised, settled or surrendered to the Corporation by the Participant at any time during the period that terminates on the earlier of: (A) the Expiry Date of such Award, and (B) the date that is 90 days after the Termination Date with respect to Options and (C) March 15 of the following calendar year, provided that any Awards subject to Section 409A awarded to U.S. Taxpayers, shall be exercised, settled or surrendered within the same calendar year as the Participant's Separation from Service. Any Award that has not been exercised, settled or surrendered at the end of such period shall be immediately forfeited and cancelled for no consideration and the Participant shall not be entitled to any damages or other amounts in respect of such cancelled Awards;
- (b) where a Participant's employment, consulting or other agreement or arrangement is terminated by reason of the death of the Participant, then each Award held by the Participant that has not vested as of the date of the death of such Participant shall vest

on such date and may, subject to Section 5.4(4) and 6.6(4) (where applicable), be exercised, settled or surrendered to the Corporation by the Participant at any time during the period that terminates on the earlier of: (i) the Expiry Date of such Award, and (ii) the first anniversary of the date of the death of such Participant provided that (1) with respect to any PSUs held by such Participant, the attainment of Performance Goals shall be assessed on the basis of actual achievement of the Performance Goals up to the date of death of such Participant, if the applicable performance period has been completed and the Corporation can determine if the Performance Goals have been attained, failing which the Corporation will assume Target Performance; and (2) any Awards subject to Section 409A awarded to U.S. Taxpayers, shall be exercised, settled or surrendered within the same calendar year as the Participant's death. Any Award that has not been exercised, settled or surrendered at the end of such period shall be immediately forfeited and cancelled for no consideration and the Participant shall not be entitled to any damages or other amounts in respect of such cancelled Awards;

- (c) where a Participant's employment, consulting or other agreement or arrangement is terminated by reason of Disability, then each Award held by the Participant that has not vested as of the date of such termination shall vest on such date and may, subject to Section 5.4(4), 6.6(4) and 7.4(1) (where applicable), be exercised, settled or surrendered to the Corporation by a Participant at any time until the Expiry Date of such Award, provided that (1) with respect to any PSUs held by such Participant, the attainment of Performance Goals shall be assessed on the basis of actual achievement of the Performance Goals up to the Termination Date, if the applicable performance period has been completed and the Corporation can determine if the Performance Goals have been attained, failing which the Corporation will assume Target Performance; and (2) any Awards subject to Section 409A awarded to U.S. Taxpayers, shall be exercised, settled or surrendered within the same calendar year as the Participant's Separation from Service. Any Award that remains unexercised or has not been surrendered to the Corporation by the Participant shall be immediately forfeited upon the termination of such period;
- (d) where a Participant's employment, consulting or other agreement or arrangement is terminated due to Retirement, then each Award held by the Participant that has not vested as of the date of such Retirement shall continue to vest in accordance with its terms and, if any such Awards vest, shall be exercised, settled or surrendered to the Corporation by the Participant in accordance with this Plan and the applicable Award Agreement; provided that (1) if the Participant is not a U.S. Taxpayer, then with respect to any PSUs held by such Participant, the attainment of Performance Goals shall be assessed on the basis of actual achievement of the Performance Goals up to the Termination Date, if the applicable performance period has been completed and the Corporation can determine if the Performance Goals have been attained, failing which the Corporation will assume Target Performance, (2) any Awards to U.S. Taxpayers will be subject to the terms of the applicable Award Agreement with respect to Participant's Retirement, and (3) for so long as the Shares are listed and posted for trading on the TSXV, any such Award shall expire within a reasonable period, not exceeding twelve (12) months from the Termination Date, following which the Participant shall not be entitled to any damages or other amounts in respect of such expired Awards. Notwithstanding the foregoing, if, following his or her Retirement, the Participant breaches the terms of any restrictive covenant in the Participant's written or other applicable employment or other agreement with the Corporation or a subsidiary of the Corporation, any Award held by the Participant that has not been exercised, surrendered or settled shall be immediately forfeited and cancelled for no

consideration and the Participant shall not be entitled to any damages or other amounts in respect of such cancelled Awards;

- (e) a Participant's eligibility to receive further grants of Awards under this Plan ceases as of the earliest of the following:
 - (i) the Termination Date; or
 - (ii) the date of the death, Disability, Retirement or the date notice is given of the resignation of the Participant; and
- (f) notwithstanding Section 9.1(a), unless the Plan Administrator, in its discretion, otherwise determines, at any time and from time to time, or unless an Award of a U.S. Taxpayer that is subject to Code Section 409A would require otherwise, Awards are not affected by a change of employment or consulting agreement or arrangement, or directorship within or among the Corporation or a subsidiary of the Corporation for so long as the Participant continues to be a Director, Officer, Employee or Consultant, as applicable, of the Corporation or a subsidiary of the Corporation; and
- (g) where a Participant ceases to be an eligible participant under the plan as per the requirements set out in Section 3.4 (other than in connection with a termination of service other than for Cause), any Awards granted or issued to such a Participant will expire within a reasonable period, not exceeding twelve (12) months from the date at which the Participant ceases to be an eligible participant, following which the Participant shall not be entitled to any damages or other amounts in respect of such expired Award.

Section 9.2 Discretion to Permit Acceleration

Notwithstanding the provisions of Section 9.1, the Plan Administrator may, in its discretion, at any time prior to, or following the events contemplated in such Section, or in an employment agreement, consulting agreement, Award Agreement or other written agreement between the Corporation or a subsidiary of the Corporation and the Participant, permit the acceleration of vesting of any or all Awards or waive termination of any or all Awards, all in the manner and on the terms as may be authorized by the Plan Administrator; provided that, for so long as the Shares are listed and posted for trading on the TSXV,

- (a) no acceleration of the vesting provisions set forth in Section 4.4(2) is permitted without prior TSXV acceptance; and
- (b) no Awards (other than Options) issued pursuant to this Plan may vest before the date that is one year following the date it is granted or issued, other than as may be permitted or not prohibited pursuant to Policy 4.4, including s. 4.6 of Policy 4.4.

ARTICLE 10 EVENTS AFFECTING THE CORPORATION

Section 10.1 General

The existence of any Awards does not affect in any way the right or power of the Corporation or its shareholders to make, authorize or determine any adjustment, recapitalization, reorganization or any other change in the Corporation's capital structure or its business, or any amalgamation, combination, arrangement, merger or consolidation involving the Corporation, to create or issue any bonds,

debentures, Shares or other securities of the Corporation or to determine the rights and conditions attaching thereto, to effect the dissolution or liquidation of the Corporation or any sale or transfer of all or any part of its assets or business, or to effect any other corporate act or proceeding, whether of a similar character or otherwise, whether or not any such action referred to in this ARTICLE 10 would have an adverse effect on this Plan or on any Award granted hereunder.

Section 10.2 Change in Control

Except as may be set forth in an employment agreement, consulting agreement, Award Agreement or other written agreement between the Corporation or a subsidiary of the Corporation and the Participant:

- (a) Notwithstanding anything else in this Plan or any Award Agreement, the Plan Administrator may, without the consent of any Participant, take such steps as it deems necessary or desirable, including, without limitation, to cause (i) the conversion or exchange of any outstanding Awards into or for, rights or other securities of substantially equivalent value, as determined by the Plan Administrator in its discretion, in any entity participating in or resulting from a Change in Control; (ii) outstanding Awards to vest and become exercisable, realizable, or payable, or restrictions applicable to an Award to lapse, in whole or in part prior to or upon consummation of such merger or Change in Control, and, to the extent the Plan Administrator determines, terminate upon or immediately prior to the effectiveness of such merger or Change in Control; (iii) the termination of an Award in exchange for an amount of cash and/or property, if any, equal to the amount that would have been attained upon the exercise or settlement of such Award or realization of the Participant's rights as of the date of the occurrence of the transaction (and, for the avoidance of doubt, if as of the date of the occurrence of the transaction the Plan Administrator determines in good faith that no amount would have been attained upon the exercise or settlement of such Award or realization of the Participant's rights, then such Award may be terminated by the Corporation without payment); (iv) the replacement of such Award with other rights or property selected by the Board in its sole discretion; or (v) any combination of the foregoing. In taking any of the actions permitted under this Section 10.2(a), the Plan Administrator will not be required to treat all Awards similarly in the transaction. Notwithstanding the foregoing, in the case of Options held by a Canadian Taxpayer, the Plan Administrator may not cause the Canadian Taxpayer to receive (pursuant to this Section 10.2(a)) any property in connection with a Change in Control other than rights to acquire shares of a corporation or units of a "**mutual fund trust**" (as defined in the Tax Act), of the Corporation or a "**qualifying person**" (as defined in the Tax Act) that does not deal at arm's length (for purposes of the Tax Act) with the Corporation, as applicable, at the time such rights are issued or granted;
- (b) Notwithstanding Section 9.1, and except as otherwise provided in a written employment or other agreement between the Corporation or a subsidiary of the Corporation and a Participant, if within 12 months following the completion of a transaction resulting in a Change in Control, a Participant's employment, consultancy or directorship is terminated by the Corporation or a subsidiary of the Corporation without Cause or the Participant resigns with Good Reason:
 - (i) a portion of any unvested Awards shall immediately vest, such portion to be equal to the number of unvested Awards held by the Participant as of the Termination Date multiplied by a fraction, the numerator of which is the number of days between the Date of Grant and the Termination Date and the

denominator of which is the number of days between the Date of Grant and the date any unvested Awards were originally scheduled to vest, which vested Awards may, subject to Section 5.4(4) and 6.6(4)(where applicable) be exercised, settled or surrendered to the Corporation by such Participant at any time during the period that terminates on the earlier of: (A) the Expiry Date of such Award; and (B) the date that is 90 days after the Termination Date, provided that (1) with respect to any PSUs held by such Participant, the attainment of Performance Goals shall be assessed on the basis of actual achievement of the Performance Goals up to the Termination Date, if the applicable performance period has been completed and the Corporation can determine if the Performance Goals have been attained, failing which the Corporation will assume Target Performance, and (2) any Awards subject to Section 409A awarded to U.S. Taxpayers, shall, if such Awards vest, be exercised, settled or surrendered within the same calendar year as the Participant's Separation from Service, with any Award that has not been exercised, settled or surrendered at the end of such period shall be immediately forfeited and cancelled for no consideration and the Participant shall not be entitled to any damages or other amounts in respect of such cancelled Awards; and

- (ii) any vested Awards of Participants may, subject to Section 5.4(4) and 6.6(4) (where applicable), be exercised, settled or surrendered to the Corporation by such Participant at any time during the period that terminates on the earlier of: (A) the Expiry Date of such Award; and (B) the date that is 90 days after the Termination Date, provided that any Awards subject to Section 409A awarded to U.S. Taxpayers, shall be exercised, settled or surrendered within the same calendar year as the Participant's Separation from Service, with any Award that has not been exercised, settled or surrendered at the end of such period shall be immediately forfeited and cancelled for no consideration and the Participant shall not be entitled to any damages or other amounts in respect of such cancelled Awards.
- (c) Notwithstanding Section 10.2(a) and unless otherwise determined by the Plan Administrator, if, as a result of a Change in Control, the Shares will cease trading on an Exchange, then the Corporation may terminate all of the Awards, other than an Option held by a Canadian Taxpayer for the purposes of the Tax Act, granted under this Plan at the time of and subject to the completion of the Change in Control transaction by paying to each holder at or within a reasonable period of time following completion of such Change in Control transaction an amount for each Award equal to the fair market value of the Award held by such Participant as determined by the Plan Administrator, acting reasonably, at or within a reasonable period of time following completion of such Change in Control transaction.
- (d) It is intended that any actions taken under this Section 10.2 will comply with the requirements of Section 409A of the Code with respect to Awards granted to U.S. Taxpayers.

Section 10.3 Reorganization of Corporation's Capital

Should the Corporation effect a subdivision or consolidation of Shares or any similar capital reorganization or a payment of a stock dividend (other than a stock dividend that is in lieu of a cash dividend), or should any other change be made in the capitalization of the Corporation that does not constitute a Change in Control and that would warrant the amendment or replacement of any existing

Awards in order to adjust the number of Shares that may be acquired on the vesting of outstanding Awards and/or the terms of any Award in order to preserve proportionately the rights and obligations of the Participants holding such Awards, the Plan Administrator will, subject to the prior approval of the Exchange, authorize such steps to be taken as it may consider to be equitable and appropriate to that end.

Section 10.4 Other Events Affecting the Corporation

In the event of an amalgamation, combination, arrangement, merger or other transaction or reorganization involving the Corporation and occurring by exchange of Shares, by sale or lease of assets or otherwise, that does not constitute a Change in Control and that warrants the amendment or replacement of any existing Awards in order to adjust the number and/or type of Shares that may be acquired on the vesting of outstanding Awards or by reference to which such Awards may be settled (as applicable), and/or the terms of any Award in order to preserve proportionately the rights and obligations of the Participants holding such Awards, the Plan Administrator will, subject to the prior approval of the Exchange, authorize such steps to be taken as it may consider to be equitable and appropriate to that end.

Section 10.5 Immediate Acceleration of Awards

In taking any of the steps provided in Section 10.3 and 10.4, the Plan Administrator will not be required to treat all Awards similarly and where the Plan Administrator determines that the steps provided in Section 10.3 and 10.4 would not preserve proportionately the rights, value and obligations of the Participants holding such Awards in the circumstances or otherwise determines that it is appropriate, the Plan Administrator may, but is not required to, permit the immediate vesting of any unvested Awards.

Section 10.6 Issue by Corporation of Additional Shares

Except as expressly provided in this ARTICLE 10 neither the issue by the Corporation of shares of any class or securities convertible into or exchangeable for shares of any class, nor the conversion or exchange of such shares or securities, affects, and no adjustment by reason thereof is to be made with respect to the number of Shares that may be acquired as a result of a grant of Awards.

Section 10.7 Fractions

No fractional Shares will be issued pursuant to an Award. Accordingly, if, as a result of any adjustment under this ARTICLE 10, a dividend equivalent or otherwise, a Participant would become entitled to a fractional Share, the Participant has the right to acquire only the adjusted number of full Shares and no payment or other adjustment will be made with respect to the fractional Shares, which shall be disregarded.

ARTICLE 11 U.S. TAXPAYERS

Section 11.1 Provisions for U.S. Taxpayers

Options granted under this Plan to U.S. Taxpayers may be non-qualified stock options or incentive stock options qualifying under Section 422 of the Code (“**ISOs**”). Each Option shall be designated in the Award Agreement as either an ISO or a non-qualified stock option. The Corporation shall not be liable to any Participant or to any other Person if it is determined that an Option intended to be an ISO does not qualify as an ISO. Nonqualified stock options will be granted to a U.S. Taxpayer only if (i) such U.S. Taxpayer performs services for the Corporation or any corporation or other entity in which

the Corporation has a direct or indirect controlling interest or otherwise has a significant ownership interest, as determined under Section 409A, such that the Option will constitute an option to acquire “**service recipient stock**” within the meaning of Section 409A, or (ii) such option otherwise is exempt from Section 409A.

Section 11.2 ISOs

Subject to any limitations in Section 3.6, the aggregate number of Shares reserved for issuance in respect of ISOs shall not exceed 30,000,000 Shares, and the terms and conditions of any ISOs granted to a U.S. Taxpayer on the Date of Grant hereunder, including the eligible recipients of ISOs, shall be subject to the provisions of Section 422 of the Code, and the terms, conditions, limitations and administrative procedures established by the Plan Administrator from time to time in accordance with this Plan; provided that, in no event shall the maximum aggregate number of Shares that may be issued under the Plan pursuant to ISOs exceed the number set forth in the first sentence of this Section 11.2 plus, to the extent allowable under Section 422 of the Code and the Treasury Regulations promulgated there under, any Shares that again become available for issuance pursuant to the remaining provisions of Section 3.6. At the discretion of the Plan Administrator ISOs may be granted, provided that ISOs may be granted only to any employee of the Corporation, or of a “**parent corporation**” or “**subsidiary corporation**”, as such terms are defined in Sections 424(e) and (f) of the Code. An ISO may be exercised during the Participant’s lifetime only by the Participant (or the Participant’s legal guardian). An ISO cannot be transferred assigned, pledged or hypothecated or otherwise disposed of by the Participant except by will or the laws of descent and distribution. In the event that this Plan is not approved by the shareholders of the Corporation as required by Section 422 of the Code within twelve (12) months before or after the date of adoption of the Plan by the Board, ISOs granted under the Plan automatically will be deemed to be nonqualified stock options.

Section 11.3 ISO Grants to 10% Shareholders

Notwithstanding anything to the contrary in this Plan, if an ISO is granted to a person who owns shares representing more than 10% of the voting power of all classes of shares of the Corporation or of a “**parent corporation**” or “**subsidiary corporation**”, as such terms are defined in Section 424(e) and (f) of the Code, on the Date of Grant, the term of the Option shall not exceed five years from the time of grant of such Option and the Exercise Price shall be at least 110% of the Market Price of the Shares subject to the Option.

Section 11.4 \$100,000 Per Year Limitation for ISOs

To the extent the aggregate Market Price as at the Date of Grant of the Shares for which ISOs are exercisable for the first time by any person during any calendar year (under all plans of the Corporation) exceeds \$100,000, such excess ISOs shall be treated as non-qualified stock options.

Section 11.5 Disqualifying Dispositions

Each person awarded an ISO under this Plan shall notify the Corporation in writing immediately after the date he or she makes a disposition or transfer of any Shares acquired pursuant to the exercise of such ISO if such disposition or transfer is made (a) within two years from the Date of Grant or (b) within one year after the date such person acquired the Shares. Such notice shall specify the date of such disposition or other transfer and the amount realized, in cash, other property, assumption of indebtedness or other consideration, by the person in such disposition or other transfer. The Corporation may, if determined by the Plan Administrator and in accordance with procedures established by it, retain possession of any Shares acquired pursuant to the exercise of an ISO as agent for the applicable person until the end of the later of the periods described in clause (a) or (b) above, subject to complying with any instructions from such person as to the sale of such Shares.

Section 11.6 Section 409A of the Code

- (1) This Plan and Awards will be construed and interpreted to be exempt from, or where not so exempt, to comply with Section 409A of the Code to the extent required to preserve the intended tax consequences of this Plan. Any reference in this Plan to Section 409A of the Code also include any regulation promulgated thereunder or any other formal guidance issued by the Internal Revenue Service with respect to Section 409A of the Code. Each Award shall be drafted, construed and administered such that the Award either (A) qualifies for an exemption from the requirements of Section 409A of the Code or (B) satisfies the requirements of Section 409A of the Code. If an Award is subject to Section 409A of the Code, (I) distributions shall only be made in a manner and upon an event permitted under Section 409A of the Code, (II) payments to be made upon a termination of employment or service shall only be made upon a Separation from Service, (III) unless the Award specifies otherwise, each installment payment shall be treated as a separate payment for purposes of Section 409A of the Code, and (IV) in no event shall a Participant, directly or indirectly, designate the calendar year in which a distribution is made except in accordance with Section 409A of the Code. To the extent that an Award or payment, or the settlement or deferral thereof, is subject to Section 409A of the Code, the Award will be granted, paid, settled or deferred in a manner that will meet the requirements of Section 409A of the Code, such that the grant, payment, settlement or deferral will not be subject to the additional tax or interest applicable under Section 409A of the Code. The Corporation reserves the right to amend this Plan to the extent it reasonably determines is necessary in order to preserve the intended tax consequences of this Plan in light of Section 409A of the Code. In no event will the Corporation or any of its subsidiaries or Affiliates be liable for any tax, interest or penalties that may be imposed on a Participant under Section 409A of the Code or any damages for failing to comply with Section 409A of the Code.
- (2) All terms of the Plan that are undefined or ambiguous must be interpreted in a manner that complies with Section 409A of the Code if necessary to comply with Section 409A of the Code.
- (3) The Plan Administrator, in its discretion, may permit the acceleration of the time or schedule of payment of a U.S. Taxpayer's vested Awards in the Plan that constitute "**deferred compensation**" subject to Section 409A of the Code under circumstances that constitute permissible acceleration events under Section 409A of the Code.
- (4) Notwithstanding any provisions of the Plan to the contrary, in the case of any "**specified employee**" within the meaning of Section 409A of the Code who is a U.S. Taxpayer, distributions of non-qualified deferred compensation under Section 409A of the Code made in connection with a Separation from Service may not be made prior to the date which is six months after the date of Separation from Service (or, if earlier, the date of death of the U.S. Taxpayer). Any amounts subject to a delay in payment pursuant to the preceding sentence shall be paid as soon practicable following such six-month anniversary of such Separation from Service.

Section 11.7 Section 83(b) Election

If a Participant makes an election pursuant to Section 83(b) of the Code with respect to an Award of Shares subject to vesting or other forfeiture conditions, the Participant shall be required to promptly file a copy of such election with the Corporation.

Section 11.8 Application of Article 11 to U.S. Taxpayers

For greater certainty, the provisions of this ARTICLE 11 shall only apply to U.S. Taxpayers.

ARTICLE 12
AMENDMENT, SUSPENSION OR TERMINATION OF THE PLAN

Section 12.1 Amendment, Suspension, or Termination of the Plan

The Plan Administrator may from time to time, without notice and without approval of the holders of voting shares of the Corporation, amend, modify, change, suspend or terminate the Plan or any Awards granted pursuant to the Plan as it, in its discretion determines appropriate, provided, however, that:

- (a) no such amendment, modification, change, suspension or termination of the Plan or any Awards granted hereunder may materially impair any rights of a Participant or materially increase any obligations of a Participant under the Plan without the consent of the Participant, unless the Plan Administrator determines such adjustment is required or desirable in order to comply with any applicable Securities Laws or Exchange requirements; and
- (b) any amendment that would cause an Award held by a U.S. Taxpayer to be subject to the additional tax penalty under Section 409A(1)(b)(i)(II) of the Code shall be null and void ab initio with respect to the U.S. Taxpayer unless the consent of the U.S. Taxpayer is obtained.

Section 12.2 Shareholder Approval

Notwithstanding Section 12.1 and subject to any rules of the Exchange, approval of the holders of Shares shall be required for any amendment, modification or change that:

- (a) increases the percentage of the Corporation's issued and outstanding Shares from time to time that can be reserved for issuance under the Plan, except pursuant to the provisions in the Plan which permit the Plan Administrator to make equitable adjustments in the event of transactions affecting the Corporation or its capital;
- (b) reduces the exercise price of an Option Award (for this purpose, a cancellation or termination of an Option Award of a Participant prior to its Expiry Date for the purpose of reissuing an Option Award to the same Participant with a lower exercise price shall be treated as an amendment to reduce the exercise price of an Option Award) except pursuant to the provisions in the Plan which permit the Plan Administrator to make equitable adjustments in the event of transactions affecting the Corporation or its capital;
- (c) extends the term of an Option Award beyond the original Expiry Date (except where an Expiry Date would have fallen within a Blackout Period applicable to the Participant or within five (5) business days following the expiry of such a Blackout Period);
- (d) extends the term of an Option Award beyond its maximum term as set out in Section 4.3(1) (except where an Expiry Date would have fallen within a Blackout Period of the Corporation);
- (e) increases or removes the limits on the participation of Directors;
- (f) permits Awards to be transferred to a Person;
- (g) changes the eligible participants of the Plan;

- (h) is a matter expressly subject to approval of the holders of Shares pursuant to the applicable rules of the Exchange; or
- (i) deletes or reduces the range of amendments which require approval of shareholders under this Section 12.2.

Section 12.3 Permitted Amendments

Without limiting the generality of Section 12.1, but subject to Section 12.2 and subject to the approval of the Exchange where applicable, the Plan Administrator may, without shareholder approval, at any time or from time to time, amend the Plan for the purposes of:

- (a) making any amendments to the general vesting provisions of each Award;
- (b) making any amendments to the provisions set out in ARTICLE 9, provided that, for so long as the Shares are listed and posted for trading on the TSXV, shareholder approval shall be required for such amendments;
- (c) making any amendments to add covenants of the Corporation for the protection of Participants, as the case may be, provided that the Plan Administrator shall be of the good faith opinion that such additions will not be prejudicial to the rights or interests of the Participants, as the case may be;
- (d) making any amendments not inconsistent with the Plan as may be necessary or desirable with respect to matters or questions which, in the good faith opinion of the Plan Administrator, having in mind the best interests of the Participants, it may be expedient to make, including amendments that are desirable as a result of changes in law in any jurisdiction where a Participant resides, provided that the Plan Administrator shall be of the opinion that such amendments and modifications will not be prejudicial to the interests of the Participants and Directors; or
- (e) making such changes or corrections which, on the advice of counsel to the Corporation, are required for the purpose of curing or correcting any ambiguity or defect or inconsistent provision or clerical omission or mistake or manifest error, provided that the Plan Administrator shall be of the opinion that such changes or corrections will not be prejudicial to the rights and interests of the Participants.

ARTICLE 13 MISCELLANEOUS

Section 13.1 Legal Requirement

The Corporation is not obligated to grant any Awards, issue any Shares or other securities, make any payments or take any other action if, in the opinion of the Plan Administrator, in its discretion, such action would constitute a violation by a Participant or the Corporation of any provision of any applicable statutory or regulatory enactment of any government or government agency or the requirements of any Exchange upon which the Shares may then be listed.

Section 13.2 No Other Benefit

No amount will be paid to, or in respect of, a Participant under the Plan to compensate for a downward fluctuation in the price of a Share, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose.

Section 13.3 Rights of Participant

No Participant has any claim or right to be granted an Award and the granting of any Award is not to be construed as giving a Participant a right to remain as an Employee, Officer, Consultant or Director. No Participant has any rights as a shareholder of the Corporation in respect of Shares issuable pursuant to any Award until the allotment and issuance to such Participant, or as such Participant may direct, of certificates representing such Shares.

Section 13.4 Corporate Action

Nothing contained in this Plan or in an Award shall be construed so as to prevent the Corporation from taking corporate action which is deemed by the Corporation to be appropriate or in its best interest, whether or not such action would have an adverse effect on this Plan or any Award.

Section 13.5 Conflict

In the event of any conflict between the provisions of this Plan and an Award Agreement, the provisions of the Award Agreement shall govern. In the event of any conflict between or among the provisions of this Plan or any Award Agreement, on the one hand, and a Participant's employment agreement with the Corporation or a subsidiary of the Corporation, as the case may be, on the other hand, the provisions of the employment agreement or other written agreement shall prevail, and to the extent that the result would be to cause an Award of a U.S. Taxpayer to fail either to be exempt from, or to comply with, Code Section 409A.

Section 13.6 Anti-Hedging Policy

By accepting an Award each Participant acknowledges that he or she is restricted from purchasing financial instruments such as prepaid variable forward contracts, equity swaps, collars, or units of exchange funds that are designed to hedge or offset a decrease in market value of Awards.

Section 13.7 Participant Information

Each Participant shall provide the Corporation with all information (including personal information) required by the Corporation in order to administer the Plan. Each Participant acknowledges that information required by the Corporation in order to administer the Plan may be disclosed to any custodian appointed in respect of the Plan and other third parties, and may be disclosed to such persons (including persons located in jurisdictions other than the Participant's jurisdiction of residence), in connection with the administration of the Plan. Each Participant consents to such disclosure and authorizes the Corporation to make such disclosure on the Participant's behalf.

Section 13.8 Participation in the Plan

The participation of any Participant in the Plan is entirely voluntary and not obligatory and shall not be interpreted as conferring upon such Participant any rights or privileges other than those rights and privileges expressly provided in the Plan. In particular, participation in the Plan does not constitute a condition of employment or engagement nor a commitment on the part of the Corporation to ensure the continued employment or engagement of such Participant. The Plan does not provide any guarantee against any loss which may result from fluctuations in the market value of the Shares. The Corporation does not assume responsibility for the income or other tax consequences for the Participants and Directors and they are advised to consult with their own tax advisors.

Section 13.9 International Participants

With respect to Participants who reside or work outside Canada, the Plan Administrator may, in its discretion, amend, or otherwise modify, without shareholder approval, the terms of the Plan or Awards with respect to such Participants in order to conform such terms with the provisions of local law, and the Plan Administrator may, where appropriate, establish one or more sub-plans to reflect such amended or otherwise modified provisions.

Section 13.10 Successors and Assigns

The Plan shall be binding on all successors and assigns of the Corporation and its subsidiaries.

Section 13.11 General Restrictions or Assignment

Except as required by law, the rights of a Participant under the Plan are not capable of being assigned, transferred, alienated, sold, encumbered, pledged, mortgaged or charged and are not capable of being subject to attachment or legal process for the payment of any debts or obligations of the Participant unless otherwise approved by the Plan Administrator.

Section 13.12 Severability

The invalidity or unenforceability of any provision of the Plan shall not affect the validity or enforceability of any other provision and any invalid or unenforceable provision shall be severed from the Plan.

Section 13.13 Rights to Compensation or Damages

The Plan displaces any and all common law and civil law rights the Participant may have or claim to have in respect of any Awards, including any right to damages. The foregoing shall apply, regardless of: (i) the reason for the termination of the Participant's employment, term of office or service arrangement; (ii) whether such termination is lawful or unlawful, with or without Cause or Good Reason; (iii) whether it is the Participant or the Corporation or a subsidiary of the Corporation that initiates the termination; and (iv) any fundamental changes, over time, to the terms and conditions applicable to the Participant's employment, term of office or service arrangement.

Section 13.14 Notices

All written notices to be given by a Participant to the Corporation shall be delivered personally, e-mail or mail, postage prepaid, addressed as follows:

INSPIRE SEMICONDUCTOR HOLDINGS INC.
11305 Four Points Drive, Suite 2-250,
Austin, TX 78726

Attention: Andrew Hunter
Email: ahunter@inspiresemi.com

All notices to a Participant will be addressed to the principal address of the Participant on file with the Corporation. Either the Corporation or the Participant may designate a different address by written notice to the other. Such notices are deemed to be received, if delivered personally or by e-mail, on the date of delivery, and if sent by mail, on the fifth Business Day following the date of mailing. Any notice given by either the Participant or the Corporation is not binding on the recipient thereof until received.

Section 13.15 Effective Date

This Plan becomes effective on a date to be determined by the Plan Administrator, subject to the approval of the shareholders of the Corporation.

Section 13.16 Governing Law

This Plan and all matters to which reference is made herein shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without any reference to conflicts of law rules.

Section 13.17 Submission to Jurisdiction

The Corporation and each Participant irrevocably submits to the exclusive jurisdiction of the courts of competent jurisdiction in the Province of Ontario in respect of any action or proceeding relating in any way to the Plan, including, without limitation, with respect to the grant of Awards and any issuance of Shares made in accordance with the Plan.

Schedule "A"
INSPIRE SEMICONDUCTOR HOLDINGS INC.
OMNIBUS EQUITY INCENTIVE PLAN (THE "PLAN")

ELECTION NOTICE

All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Plan.

Pursuant to the Plan, I hereby elect to participate in the grant of DSUs pursuant to ARTICLE 7 of the Plan and to receive ●% of my Cash Fees in the form of DSUs.

I confirm that:

- (1) I have received and reviewed a copy of the terms of the Plan and agreed to be bound by them.
- (2) I recognize that when DSUs credited pursuant to this election are redeemed in accordance with the terms of the Plan, income tax and other withholdings as required will arise at that time. Upon redemption of the DSUs, the Corporation will make all appropriate withholdings as required by law at that time.
- (3) The value of DSUs is based on the value of the Shares of the Corporation and therefore is not guaranteed.
- (4) To the extent I am a U.S. taxpayer, I understand that this election is irrevocable for the calendar year to which it applies and that any revocation or termination of this election after the expiration of the election period will not take effect until the first day of the calendar year following the year in which I file the revocation or termination notice with the Corporation.

The foregoing is only a brief outline of certain key provisions of the Plan. For more complete information, reference should be made to the Plan's text.

Date:

(Name of Participant)

(Signature of Participant)

Schedule "B"
INSPIRE SEMICONDUCTOR HOLDINGS INC.
OMNIBUS EQUITY INCENTIVE PLAN (THE "PLAN")

ELECTION TO TERMINATE RECEIPT OF ADDITIONAL DSUs

All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Plan.

Notwithstanding my previous election in the form of Schedule "A" to the Plan, I hereby elect that no portion of the Cash Fees accrued after the date hereof shall be paid in DSUs in accordance with ARTICLE 7 of the Plan.

I understand that the DSUs already granted under the Plan cannot be redeemed except in accordance with the Plan.

I confirm that I have received and reviewed a copy of the terms of the Plan and agree to be bound by them.

Date:

(Name of Participant)

(Signature of Participant)

Note: An election to terminate receipt of additional DSUs can only be made by a Participant once in a calendar year.

Schedule "C"
INSPIRE SEMICONDUCTOR HOLDINGS INC.
OMNIBUS EQUITY INCENTIVE PLAN (THE "PLAN")

ELECTION TO TERMINATE RECEIPT OF ADDITIONAL DSUs
(U.S. TAXPAYERS)

All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Plan.

Notwithstanding my previous election in the form of Schedule "A" to the Plan, I hereby elect that no portion of the Cash Fees accrued after the effective date of this termination notice shall be paid in DSUs in accordance with ARTICLE 7 of the Plan.

I understand that this election to terminate receipt of additional DSUs will not take effect until the first day of the calendar year following the year in which I file this termination notice with the Corporation.

I understand that the DSUs already granted under the Plan cannot be redeemed except in accordance with the Plan.

I confirm that I have received and reviewed a copy of the terms of the Plan and agree to be bound by them.

Date:

(Name of Participant)

(Signature of Participant)

Note: An election to terminate receipt of additional DSUs can only be made by a Participant once in a calendar year.

APPENDIX B

MANDATE OF THE BOARD OF DIRECTORS

[SEE ATTACHED]

INSPIRE SEMICONDUCTOR HOLDINGS INC.

MANDATE OF THE BOARD OF DIRECTORS

Section 1 INTRODUCTION

The board of directors (the “**Board**”) of Inspire Semiconductor Holdings Inc. (“**Company**”) is elected by the shareholders of Company and is responsible for the stewardship of Company. The purpose of this mandate is to describe the principal duties and responsibilities of the Board, as well as some of the policies and procedures that apply to the Board in discharging its duties and responsibilities.

Section 2 CHAIRMAN OF THE BOARD

The chairman of the Board (“**Chairman**”) will be appointed by the Board, after considering the recommendation of the Governance and Nomination Committee, for such term as the Board may determine.

Section 3 ROLE AND RESPONSIBILITIES OF THE BOARD

The role of the Board is to represent the shareholders of Company, enhance and maximize shareholder value and conduct the business and affairs of Company ethically and in accordance with the adequate standards of corporate governance. The Board is ultimately accountable and responsible for providing independent, effective leadership in supervising the management of the business and affairs of Company. The responsibilities of the Board include:

- adopting a strategic planning process;
- understanding and monitoring the political, cultural, legal and business environments in which Company operates;
- risk identification and ensuring that procedures are in place for the management of those risks;
- review and approve annual operating plans and budgets;
- succession planning, including the appointment, training and supervision of management;
- delegations and general approval guidelines for management;
- monitoring financial reporting and management;
- monitoring internal control and management information systems;
- corporate disclosure and communications;
- adopting measures for receiving feedback from stakeholders; and
- adopting key corporate policies designed to ensure that Company, its directors, officers and employees comply with all applicable laws, rules and regulations and conduct their business ethically and with honesty and integrity.

Meetings of the Board will be held at least quarterly, with additional meetings to be held depending on the state of Company’s affairs and in light of opportunities or risks which Company faces. In

addition, separate, regularly scheduled meetings of the independent directors of the Board will be held at which members of management are not present.

Section 4 DELEGATIONS AND APPROVAL AUTHORITIES

The Board will delegate to the Chief Executive Officer and senior management authority over the day-to-day management of the business and affairs of Company. This delegation of authority may be subject to specified financial limits and any transactions or arrangements in excess of general authority guidelines will be reviewed by and subject to the prior approval of the Board.

The Board may delegate certain matters it is responsible for to Board committees, presently consisting of the Audit Committee, Governance and Nomination Committee, and Compensation Committee.

Section 5 STRATEGIC PLANNING PROCESS AND RISK MANAGEMENT

The Board will adopt a strategic planning process to establish objectives and goals for Company's business and will review, approve and modify as appropriate the strategies proposed by senior management to achieve such objectives and goals. The Board will review and approve, at least on an annual basis, a strategic plan which takes into account, among other things, the opportunities and risks of Company's business and affairs.

The Board, in conjunction with management, shall be responsible to identify the principal risks of Company's business and oversee management's implementation of appropriate systems to seek to effectively monitor, manage and mitigate the impact of such risks.

Section 6 SUCCESSION PLANNING, APPOINTMENT AND SUPERVISION OF MANAGEMENT

The Board will approve the succession plan for Company, including the selection, appointment, supervision and evaluation of the Chief Executive Officer and the other senior officers of Company, and will also approve the compensation of the Chief Executive Officer and the other senior officers of Company upon recommendation of the Compensation Committee.

Section 7 MONITORING OF FINANCIAL REPORTING AND MANAGEMENT

The Board will adopt procedures that seek to ensure: the integrity of internal controls and management information systems; compliance with all applicable laws, rules and regulations; and prevention of violations of applicable laws, rules and regulations relating to financial reporting and disclosure, violation of Company's code of business conduct and ethics and fraud.

Section 8 CORPORATE DISCLOSURE AND COMMUNICATIONS

The Board will seek to ensure that corporate disclosure of the Company complies with all applicable laws, rules and regulations and the rules and regulations of the stock exchanges upon which Company's securities are listed. In addition, the Board will adopt procedures that seek to ensure the Board receives feedback from security holders on material issues.

Section 9 CORPORATE POLICIES

The Board will adopt and periodically review policies and procedures designed to ensure that Company, its directors, officers and employees comply with all applicable laws, rules and regulations and conduct Company's business ethically and with honesty and integrity.

Section 10 REVIEW OF MANDATE

The Nomination and Governance Committee will periodically review and assess the adequacy of this mandate and recommend any proposed changes to the Board for consideration.

APPENDIX C

GOVERNANCE AND NOMINATION COMMITTEE CHARTER

[SEE ATTACHED]

INSPIRE SEMICONDUCTOR HOLDINGS INC.

GOVERNANCE AND NOMINATION COMMITTEE CHARTER

This charter (the “**Charter**”) sets forth the purpose, composition, responsibilities and authority of the Governance and Nomination Committee (the “**Committee**”) of the Board of Directors (the “**Board**”) of Inspire Semiconductor Holdings Inc. (“**Inspire**”).

Section 1 PURPOSE

The purpose of the Committee is to assist the Board in fulfilling its oversight responsibilities with respect to:

- developing corporate governance guidelines and principles for Inspire;
- identifying individuals qualified to be nominated as members of the Board;
- the structure and composition of Board committees; and
- evaluating the performance and effectiveness of the Board.

Section 2 COMPOSITION AND MEMBERSHIP

- (a) The Board will appoint the members (“**Members**”) of the Committee. The Members will be appointed to hold office until the next annual general meeting of shareholders of Inspire or until their successors are appointed. Any Member may be removed and replaced at any time by the Board and will automatically cease to be a Member if he or she ceases to meet the qualifications required of Members. The Board will fill vacancies on the Committee by appointment from among qualified directors of the Board. If a vacancy exists on the Committee, the remaining Members may exercise all of its powers so long as there is a quorum.
- (b) The Committee will consist of at least three (3) directors. Each Member will meet the criteria for independence established by applicable laws and the rules of any stock exchanges upon which Inspire’s securities are listed, including section 1.4 of National 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.
- (c) All Committee Members will have a working familiarity with corporate governance practices.
- (d) The Board will appoint one of the Members to act as the chair of the Committee (the “**Chair**”), taking into account any recommendation that may be made by the Committee. The secretary of Inspire (the “**Secretary**”) will be the secretary of all meetings and will maintain minutes of all meetings and deliberations of the Committee. If the Secretary is not in attendance at any meeting, the Committee will appoint another person who may, but need not, be a Member to act as the secretary of that meeting.
- (e) The Committee may delegate any or all of its functions to any of its Members or any sub-set thereof, or other persons, from time to time as it sees fit.

Section 3 MEETINGS

- (a) Meetings of the Committee will be held at such times and places as the Chair may determine, but in any event not less than two (2) times per year. To the extent possible, advance notice of each meeting will be given to each Member 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 telephone.
- (b) 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 the Members in attendance may select one of their number to act as chair of the meeting.
- (c) A majority of 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 resolutions signed by all Members.
- (d) 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 will meet in camera without members of management in attendance for a portion of each meeting of the Committee.
- (e) To the extent possible, in advance of every regular meeting of the Committee, the Chair, with the assistance of the 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 Inspire to produce such information and reports as the Committee may deem appropriate in order for it to fulfill its duties.

Section 4 EXERCISE OF POWER BETWEEN MEETINGS

Between meetings, the Chair or any Member designated for such purpose by the Committee may, if required in the circumstance, exercise any power delegated by the Committee on an interim basis. The Chair or other designated Member will promptly report to the other Members in any case in which this interim power is exercised.

Section 5 DUTIES AND RESPONSIBILITIES

The duties and responsibilities of the Committee, as they relate to the following matters, are as follows:

(1) Corporate Governance Documents

- (a) annually review Inspire's Board Mandate, Position Descriptions for the Chair and Chief Executive Officer, Committee Charters and principal corporate policies including Code of Ethics, Corporate Disclosure Policy, Insider Trading Policy, and Whistleblower Policy, if any and as applicable, and, in the Committee's discretion, recommend any changes to the Board for consideration;
- (b) annually (i) review and assess the size, composition and operation of the Board to ensure effective decision making; (ii) review and assess the size, composition and

chairs of all of the Committees of the Board; (iii) identify and review candidates for appointment or nomination to the Board based upon an assessment of the independence, skills, qualifications and experience of the candidate, and make recommendations to the Board for consideration;

(2) Nomination of Directors

- (a) annually: (i) review and assess the size, composition and operation of the Board to ensure effective decision making; (ii) review and assess the size, composition and chairmen of all of the Committees of the Board; and (iii) identify and review candidates for appointment or nomination to the Board based upon an assessment of the independence, skills, qualifications and experience of the candidate, and make recommendations to the Board for consideration;
- (b) prior to nominating new directors, first consider the obligations of the Company under any nominating rights agreements to which the Company is a party, and then:
 - (i) consider what competencies and skills the Board, as a whole, should possess;
 - (ii) assess what competencies and skills each existing director possesses. The Board should be considered as a group, with each individual making his or her own contribution. Attention should also be paid to the personality and other qualities of each director, as these may ultimately determine the boardroom dynamic;
 - (iii) consider the competencies and skills each new nominee will bring to the boardroom;
 - (iv) consider whether or not each new nominee can devote sufficient time and resources to his or her duties as a Board member;
- (c) recommend to the Board the necessary and desirable competencies of directors;
- (d) identify individuals qualified to become new Board members and recommend to the Board the new director nominees for the next annual meeting of shareholders;
- (e) perform such other duties as may be assigned to it by the Board from time to time or as may be required by applicable regulatory authorities or legislation.

Section 6 REPORTING

The Chair will report to the Board at each Board meeting on the Committee's activities since the last Board meeting. The Secretary will circulate the minutes of each meeting of the Committee to the members of the Board.

Section 7 ACCESS TO INFORMATION AND AUTHORITY

The Committee will be granted unrestricted access to all information regarding Inspire that is necessary or desirable to fulfill its duties and all directors, officers and employees will be directed to cooperate as requested by Members.

The Committee has the authority to retain, at Inspire's expense, independent legal, financial and other advisors, consultants and experts, to assist the Committee in fulfilling its duties and responsibilities (including executive search firms to assist the Committee in identifying director candidates), including sole authority to retain and to approve any such firm's fees and other retention terms without prior approval of the Board.

Section 8 REVIEW OF CHARTER

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

The Board may, from time to time, permit departures from the terms of this Charter, either prospectively or retrospectively. The terms of this Charter are not intended to give rise to civil liability on the part of Inspire or its directors or officers to shareholders, security holders, customers, suppliers, competitors, employees or other persons, or to any other liability whatsoever on their part.

Dated: September 20, 2022

Approved by: Governance and Nomination Committee Board of Directors

APPENDIX D

COMPENSATION COMMITTEE CHARTER

[SEE ATTACHED]

INSPIRE SEMICONDUCTOR HOLDINGS INC.

COMPENSATION COMMITTEE CHARTER

This charter (the “**Charter**”) sets forth the purpose, composition, responsibilities and authority of the Compensation Committee (the “**Committee**”) of the Board of Directors (the “**Board**”) of Inspire Semiconductor Holdings Inc. (“**Inspire**”).

Section 1 PURPOSE

The purpose of the Committee is to assist the Board in fulfilling its oversight responsibilities with respect to:

- the establishment of key human resources and compensation policies, including all incentive and equity based compensation plans;
- the performance evaluation of the Chief Executive Officer and the Chief Financial Officer, and determination of the compensation for the Chief Executive Officer, the Chief Financial Officer and other senior executives of Inspire;
- the establishment of policies and procedures designed to identify and mitigate risks associated with Inspire’s compensation policies and practices;
- succession planning, including the appointment, training and evaluation of senior management; and
- compensation of directors.

Section 2 COMPOSITION AND MEMBERSHIP

- (a) The Board will appoint the members (“Members”) of the Committee, taking into account any recommendation that may be made by the Governance and Nomination Committee (the “**GN Committee**”). The Members will be appointed to hold office until the next annual general meeting of shareholders of Inspire or until their successors are appointed. Any Member may be removed and replaced at any time by the Board and will automatically cease to be a Member if he or she ceases to meet the qualifications required of Members. The Board will fill vacancies on the Committee by appointment from among qualified directors of the Board, taking into account any recommendation that may be made by the GN Committee. If a vacancy exists on the Committee, the remaining Members may exercise all of its powers so long as there is a quorum.
- (b) The Committee will consist of as many directors of the Board as the Board may determine, but in any event, not less than three (3) Members. Each Member will meet the criteria for independence established by applicable laws and the rules of any stock exchanges upon which Inspire’s securities are listed, including section 1.4 of National 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.
- (c) All Committee Members will have a working familiarity with compensation and human resources matters and at least one (1) member shall be experienced in executive compensation matters.

- (d) The Board will appoint one (1) of the Members to act as the chair of the Committee (the “**Chair**”), taking into account any recommendation that may be made by the GN Committee. The secretary of Inspire (the “**Secretary**”) will be the secretary of all meetings and will maintain minutes of all meetings and deliberations of the Committee and will circulate such minutes of each meeting of the Committee to the Members and to the Chair of the Board (and to any other member of the Board that requests that they be circulated) on a timely basis. If the Secretary is not in attendance at any meeting, the Committee will appoint another person who may, but need not, be a Member to act as the secretary of that meeting.
- (e) The Committee may delegate any or all of its functions to any of its Members or any sub-set thereof, or other persons, from time to time as it sees fit.

Section 3 MEETINGS

- (a) Meetings of the Committee will be held at such times and places as the Chair may determine, but in any event not less than two (2) times per year. To the extent possible, advance notice of each meeting will be given to each Member 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 telephone.
- (b) 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 the Members in attendance may select one of their numbers to act as chair of the meeting.
- (c) A majority of 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 resolutions signed by all Members.
- (d) 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 will meet in camera without members of management in attendance for a portion of each meeting of the Committee, if any Member of the Committee so requests.
- (e) To the extent possible, in advance of every regular meeting of the Committee, the Chair, with the assistance of the 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 Inspire to produce such information and reports as the Committee may deem appropriate in order for it to fulfill its duties.

Section 4 EXERCISE OF POWER BETWEEN MEETINGS

Between meetings, the Chair or any Member designated for such purpose by the Committee may, if required under the circumstances, exercise any power delegated by the Committee on an interim basis. The Chair or other designated Member will promptly report to the other Members in any case in which this interim power is exercised.

Section 5 RETENTION OF OUTSIDE ADVISORS

The Committee may, in its sole discretion, retain or obtain the advice of a compensation consultant, legal counsel or other advisor (each an “**Advisor**”). The Committee shall be directly responsible for the appointment, compensation, and oversight of the work of any such Advisor. Inspire will provide for appropriate funding, as determined by the Committee, for payment of reasonable compensation to any Advisor retained by the Committee.

Section 6 DUTIES AND RESPONSIBILITIES

The duties and responsibilities of the Committee as they relate to the following matters, are as follows:

(1) Performance Objectives

annually review the performance objectives for the Chief Executive Officer, the Chief Financial Officer and the senior executives’ and, in the Committee’s discretion, recommend any changes to the Board for consideration;

(2) Evaluation of Performance

annually review and evaluate the performance of the Chief Executive Officer and the Chief Financial Officer in light of pre-established performance objectives and report its conclusions to the Board;

(3) Chief Executive Officer and Chief Financial Officer Compensation

annually review the compensation for the Chief Executive Officer and the Chief Financial Officer and, in the Committee’s discretion, recommend any changes to the Board for consideration;

(4) Executive Management Compensation

annually review the Chief Executive Officer’s recommendations for the senior executives’ compensation and, in the Committee’s discretion, recommend any changes to the Board for consideration;

(5) Compensation Policies and Practices

annually review the compensation policies and practices for the directors, the Chief Executive Officer, the Chief Financial Officer and the senior executives:

- (a) properly reflect their respective duties and responsibilities;
- (b) are competitive in attracting, retaining and motivating people of the highest quality;
- (c) align the interests of the directors, the Chief Executive Officer, the Chief Financial Officer and the senior executives with shareholders and Inspire as a whole;
- (d) are based on established corporate and individual performance objectives;
- (e) are clearly distinguishable between each other, that is, the structure of non-executive directors’ compensation should be distinguishable from that of executive directors and senior executives; and

- (f) do not encourage the taking of inappropriate or excessive risks;

(6) Administer Security-Based Compensation Plans

oversee the administration of Inspire's incentive compensation and equity-based plans in order to interpret the plans, prescribe rules, and make all determinations necessary or desirable for the administration of the plans;

(7) Succession Planning

annually review Inspire's succession plan for the Chief Executive Officer, the Chief Financial Officer and senior management, including appointment, training and evaluation;

(8) Directors' Compensation

annually review directors' compensation and, in the Committee's discretion, recommend any changes to the Board for consideration;

(9) Risk Management

review and discuss, at least annually:

- (a) the relationship between the Inspire's risk management policies, corporate strategy and compensation of senior executives; and
- (b) Inspire's compensation approach, policies and practices to ensure that they encourage senior executives to consider the risks related to their decisions and actions and that they do not encourage unnecessary or inappropriate risk taking;

(10) Compensation Disclosure

review all annual executive compensation disclosure before it is publicly released;

(11) Investigations

direct and supervise the investigation into any matter brought to its attention within the scope of the Committee's duties; and

(12) Other Duties

perform such other duties as may be assigned to it by the Board from time to time or as may be required by applicable regulatory authorities or legislation.

Section 7 REPORTING

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 executive compensation disclosure to be included in the management proxy circular. The Secretary will circulate the minutes of each meeting of the Committee to the members of the Board.

Section 8 ACCESS TO INFORMATION AND AUTHORITY

The Committee will be granted unrestricted access to all information regarding Inspire that is necessary or desirable to fulfill its duties and all directors, officers and employees will be directed to cooperate as requested by Members.

The Committee has the authority to retain, at Inspire's expense, independent legal, financial, compensation consulting and other advisors, consultants and experts, to assist the Committee in fulfilling its duties and responsibilities, including sole authority to retain and to approve any such firm's fees and other retention terms without prior approval of the Board. The Committee must pre-approve any other services such independent compensation consultant or advisors or any of their affiliates provides to Inspire at the request of management.

Section 9 REVIEW OF CHARTER

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

The Board may, from time to time, permit departures from the terms of this Charter, either prospectively or retrospectively. The terms of this Charter are not intended to give rise to civil liability on the part of Inspire or its directors or officers to shareholders, security holders, customers, suppliers, competitors, employees or other persons, or to any other liability whatsoever on their part.

Dated: September 20, 2022

Approved by: Compensation Committee
Board of Directors

APPENDIX E

AUDIT COMMITTEE CHARTER

[SEE ATTACHED]

INSPIRE SEMICONDUCTOR HOLDINGS INC.

AUDIT COMMITTEE CHARTER

This charter (the “**Charter**”) sets forth the purpose, composition, responsibilities and authority of the Audit Committee (the “**Committee**”) of the Board of Directors (the “**Board**”) of Inspire Semiconductor Holdings Inc. (“**Inspire**”).

Section 1 PURPOSE

The purpose of the Committee is to assist the Board in fulfilling its oversight responsibilities with respect to:

- financial reporting and related financial disclosure;
- ensuring that an effective risk management and financial control framework has been implemented and tested by management of Inspire; and
- external and internal audit processes.

Section 2 COMPOSITION AND MEMBERSHIP

- (a) The Board will appoint the members (“**Members**”) of the Committee, taking into account any recommendation that may be made by the Governance and Nomination Committee (the “**GN Committee**”). The Members will be appointed to hold office until the next annual general meeting of shareholders of Inspire or until their successors are appointed. Any Member may be removed and replaced at any time by the Board and will automatically cease to be a Member if he or she ceases to meet the qualifications required of Members. The Board will fill vacancies on the Committee by appointment from among qualified directors of the Board, taking into account any recommendation that may be made by the GN Committee. If a vacancy exists on the Committee, the remaining Members may exercise all of its powers so long as there is a quorum.
- (b) The Committee will consist of at least three (3) directors. Each Member will meet the criteria for independence and financial literacy established by applicable laws and the rules of any stock exchanges upon which Inspire’s securities are listed, including National 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.
- (c) The Board will appoint one of the independent directors of the Board to act as the chair of the Committee (the “**Chair**”), taking into account any recommendation that may be made by the GN Committee. The secretary of Inspire (the “**Secretary**”) will be the secretary of all meetings and will maintain minutes of all meetings and deliberations of the Committee. If the Secretary is not in attendance at any meeting, the Committee will appoint another person who may, but need not, be a Member to act as the secretary of that meeting.
- (d) Subject to applicable law, the Committee may delegate any or all of its functions to any of its Members or any sub-set thereof, or other persons, from time to time as it sees fit.

Section 3 MEETINGS

- (a) The Chair, in consultation with the other Members, shall determine the schedule and frequency of meetings of the Committee. 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. To the extent possible, advance notice of each meeting will be given to each Member 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 telephone.
- (b) At the request of the external auditors of Inspire, the Chief Executive Officer or the Chief Financial Officer of Inspire or any Member, 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.
- (c) 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 the Members in attendance may select one of their number to act as chair of the meeting.
- (d) A majority of 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 resolutions signed by all Members.
- (e) 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 will meet in camera without members of management in attendance for a portion of each meeting of the Committee.
- (f) To the extent possible, in advance of every regular meeting of the Committee, the Chair will prepare and distribute, or cause to be prepared and distributed, 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 Inspire to produce such information and reports as the Committee may deem appropriate in order for it to fulfill its duties.

Section 4 DUTIES AND RESPONSIBILITIES

The duties and responsibilities of the Committee as they relate to the following matters, are as follows:

(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, and any guidance with respect to earnings per share to be given, prior to the public disclosure of such information, with such documents to indicate whether such information has been reviewed by the Board or the Committee;

- (b) review and recommend to the Board for approval, where appropriate, financial information contained in any prospectuses, annual information forms, annual report to shareholders, management proxy circular, material change disclosures of a financial nature and similar disclosure documents prior to the public disclosure of such information;
- (c) review with management of Inspire, and with external auditors, significant accounting principles and disclosure issues and alternative treatments under International Financial Reporting Standards (“IFRS”), with a view to gaining reasonable assurance that financial statements are accurate, complete and present fairly Inspire’s financial position and the results of its operations in accordance with IFRS, as applicable;
- (d) seek to ensure that adequate procedures are in place for the review of Inspire’s public disclosure of financial information extracted or derived from Inspire’s financial statements, periodically assess the adequacy of those procedures and recommend any proposed changes to the Board for consideration;
- (e) if applicable, review the minutes from each meeting of the disclosure committee established pursuant to Inspire’s corporate disclosure policy, since the last meeting of the Committee;

(2) Internal Controls and Audit

- (a) review the adequacy and effectiveness of Inspire’s system of internal control and management information systems through discussions with management and the external auditor to ensure that Inspire maintains: (i) the necessary books, records and accounts in sufficient detail to accurately and fairly reflect Inspire’s transactions; (ii) effective internal control systems; and (iii) adequate processes for assessing the risk of material misstatement of the financial statement and for detecting control weaknesses or fraud. From time to time the Committee shall assess whether it is necessary or desirable to establish a formal internal audit department having regard to the size and stage of development of Inspire at any particular time;
- (b) satisfy itself that management has established adequate procedures for the review of Inspire’s disclosure of financial information extracted or derived directly from Inspire’s financial statements;
- (c) satisfy itself, through discussions with management, that the adequacy of internal controls, systems and procedures has been periodically assessed in order to ensure compliance with regulatory requirements and recommendations;
- (d) review and discuss Inspire’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 in the Committee’s discretion make recommendations to the Board regarding, the adequacy of Inspire’s risk management policies and procedures with regard to identification of Inspire’s principal risks and implementation of appropriate systems to manage such risks including an assessment of the adequacy of insurance coverage maintained by Inspire;
- (f) recommend the appointment, or if necessary, the dismissal of the head of Inspire’s internal audit process;

- (g) periodically review Inspire's policies and procedures for reviewing and approving or ratifying related-party transactions;

(3) External Audit

- (a) recommend to the Board a firm of external auditors to be nominated for appointment as the external auditor of Inspire;
- (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 recommend to the Board the fee, scope and timing of the audit and other related services rendered by the external auditors;
- (e) review the audit plan of the external auditors prior to the commencement of the audit;
- (f) establish and maintain a direct line of communication with Inspire's external and internal auditors;
- (g) meet in camera with only the auditors, with only management, and with only the members of the Committee at every Committee meeting where, and to the extent that, such parties are present;
- (h) oversee 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 auditors team;
- (i) oversee the work of the external auditors appointed by the shareholders of Inspire with respect to preparing and issuing an audit report or performing other audit, review or attest services for Inspire, including the resolution of issues between management of Inspire and the external auditors regarding financial disclosure;
- (j) 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 Inspire, the ramifications of their use as well as any other material changes;
- (k) review a report describing all material written communication between management and the auditors such as management letters and schedule of unadjusted differences;
- (l) review any material written communications between senior executives of Inspire and the external auditors and any significant disagreements between the senior executives and the external auditors;
- (m) discuss with the external auditors their perception of Inspire'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;

- (n) discuss with the external auditors their perception of Inspire's identification and management of risks, including the adequacy or effectiveness of policies and procedures implemented to mitigate such risks;
- (o) 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;
- (p) 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, or by any inquiry or investigation by governmental or professional authorities, within the preceding five years, respecting one or more independent audits carried out by the external auditors, and any steps taken to deal with any such issues;
- (q) pre-approve all non-audit services to be provided to Inspire 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 Committee at its first scheduled meeting following such pre-approval;

(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 Inspire regarding accounting, internal accounting controls or auditing matters;
 - (ii) the confidential, anonymous submission by directors, officers and employees of Inspire of concerns regarding questionable accounting or auditing matters;
 - (iii) any violations of any applicable law, rule or regulation that relates to corporate reporting and disclosure, or violations of Inspire's Code of Business Conduct & Ethics;
- (b) monitor the banking activities and related arrangements and relationships of Inspire to identify and resolve potential conflicts of interest, if any; and
- (c) review and approve Inspire's hiring policies regarding employees and partners, and former employees and partners, of the present and former external auditors of Inspire;

(5) Non-Audit Services

Pre-approve all non-audit services to be provided to Inspire 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 Committee at its first scheduled meeting following such pre-approval;

(6) Other Duties

Direct and supervise the investigation into any matter brought to its attention within the scope of the Committee's duties. Perform such other duties as may be assigned to it by the Board from time to time or as may be required by applicable law.

Section 5 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 Inspire's financial statements are complete and accurate or comply with IFRS and other applicable requirements. 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 Inspire, 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 Inspire's financial information or public disclosure.

Section 6 REPORTING

The Chair will report to the Board at each Board meeting on the Committee's activities since the last Board meeting, however, the Chair may report orally to the Board on any matter in his or her view requiring the immediate attention of the Board. The Committee will oversee the preparation of, review and approve the applicable disclosure for inclusion in Inspire's annual information form. Minutes of each meeting of the Committee shall be circulated to the directors following approval of the minutes by the Members.

Section 7 COMMITTEE EVALUATION

The performance of the Committee shall be evaluated by the Board as part of its regular evaluation of the Board committees.

Section 8 ACCESS TO INFORMATION AND AUTHORITY AND AUTHORITY TO RETAIN INDEPENDENT ADVISORS

The Committee will be granted unrestricted access to all information regarding Inspire that is necessary or desirable to fulfill its duties and all directors, officers and employees will be directed to cooperate as requested by Members. The Committee has the authority to retain, at Inspire's expense, independent legal, financial and other advisors, consultants and experts, to assist the Committee in fulfilling its duties and responsibilities, including sole authority to retain and to approve any such firm's fees and other retention terms without prior approval of the Board. The Committee also has the authority to communicate directly with internal and external auditors.

The Committee shall discharge its responsibilities and shall assess the information provided by Inspire's management and the external advisers, in accordance with its business judgment. Members are entitled to rely, absent knowledge to the contrary, on the integrity of the persons and

organizations from whom they receive information, and on the accuracy and completeness of the information provided. Nothing in this Charter is intended or may be construed as imposing on any member of the Committee or the Board a standard of care or diligence that is in any way more onerous or extensive than the standard to which the directors are subject under applicable law.

This Charter is not intended to change or interpret the constating documents of Inspire or applicable law or stock exchange rule to which Inspire is subject, and this Charter should be interpreted in a manner consistent with all such applicable laws and rules.

Section 9 REVIEW OF CHARTER

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

The Board may, from time to time, permit departures from the terms of this Charter, either prospectively or retrospectively. This Charter is not intended to give rise to civil liability on the part of Inspire or its directors or officers to shareholders, security holders, customers, suppliers, partners, competitors, employees or other persons, or to any other liability whatsoever on their part.

Dated: September 20, 2022

Approved by: Audit Committee
 Board of Directors

