



## **EQB INC.**

### **SHARE OPTION PLAN**

#### **ARTICLE 1**

##### **GENERAL**

#### **1.1 Purpose**

The purpose of this Plan is to advance the interests of the Corporation by (i) providing Eligible Persons with additional incentive; (ii) encouraging stock ownership by Eligible Persons; (iii) increasing the proprietary interest of Eligible Persons in the success of the Corporation; (iv) encouraging Eligible Persons to remain with the Corporation or its Affiliates; and (v) attracting new employees, officers, directors and Consultants to the Corporation or its Affiliates.

#### **1.2 Administration**

- (a) This Plan will be administered by the Board provided that the Board may delegate the administration of all or any part this Plan to a committee of the Board duly appointed for this purpose other than the powers of the Board under Sections 3.1, 3.3 and 3.5 of this Plan. If the Board has delegated the administration of all or part of this Plan to a committee, references to the term "Board" will be deemed to be references to the committee as the context requires.
- (b) Subject to the limitations of this Plan, the Board has the authority: (i) to grant Options to purchase Shares to Eligible Persons; (ii) to determine the terms, including the limitations, restrictions and conditions, if any, upon such grants; (iii) to interpret this Plan and to adopt, amend and rescind such administrative guidelines and other rules and Regulations relating to this Plan as it may from time to time deem advisable, subject to required prior approval by any applicable regulatory authority; and (iv) to make all other determinations and to take all other actions in connection with the implementation and administration of this Plan as it may deem necessary or advisable. The Board's guidelines, rules, Regulations, interpretations and determinations will be conclusive and binding upon all parties.
- (c) The committee who has been delegated the authority in Section 1.2(a) of this Plan may sub-delegate all or part of its authority under Section 2.1 and 2.4 of this Plan to the Chief Executive Officer of the Corporation for the sole purpose as described in Section 1.1(v) of this Plan, and any such delegation by the committee shall include a limitation as to the number of Options that may be granted.

#### **1.3 Interpretation**

For the purposes of this Plan, the following terms will have the following meanings unless otherwise defined elsewhere in this Plan:

- A. "**Affiliate**" means any corporation that is an affiliate of the Corporation as defined in the *Securities Act* (Ontario);



- B. **"Associate"**, when used to indicate a relationship with any person or company, means: (i) an issuer of which the person or company beneficially owns, directly or indirectly, voting securities entitling the person or company to more than 10 per cent of the voting rights attached to outstanding voting securities of the issuer; (ii) any partner of that person or company; (iii) any trust or estate in which such person or company has a substantial beneficial interest or person or company serves as trustee or in a similar capacity; (iv) any relative of that person, including a spouse of that person, or a relative of that person's spouse, if the relative has the same home as that person;
- C. **"Board"** means the Board of Directors of the Corporation or a committee thereof appointed in accordance with the Plan;
- D. **"Broker"** means the licensed securities broker engaged by the Corporation in connection with Cashless Exercise;
- E. **"Business Day"** means any day other than a Saturday, Sunday or statutory holiday in the City of Toronto, Ontario;
- F. **"Cashless Exercise"** means a procedure whereby the Company assists the Participant by facilitating either (i) the sale of Shares with respect to Options exercised by the Participant, or (ii) if the Participant has made a Sell to Cover Election, the sale of the requisite number of Shares with respect to the Options exercised by the Participant by the Broker who arranges the sale of such Shares, so that, after settlement of the sale of such Shares, the Participant receives (i) the cash benefit net of exercise price, withholding tax and other applicable fees, or (ii) if the Participant has made a Sell to Cover Election, the Shares and/or any amounts remaining after the sale of a sufficient number of Shares to cover the exercise price, withholding tax and other applicable fees;
- G. **"Change of Control"** means the occurrence of any one or more of the following events:
- (i) a consolidation, merger, amalgamation, arrangement or other reorganization or acquisition involving the Corporation or any of its Affiliates and another corporation or other entity, as a result of which the holders of Shares prior to the completion of the transaction hold less than 50% of the outstanding shares of the successor corporation after completion of the transaction;
  - (ii) the sale, lease, exchange or other disposition, in a single transaction or a series of related transactions, of assets, rights or properties of the Corporation and/or any of its Subsidiaries which have an aggregate book value greater than 30% of the book value of the assets, rights and properties of the Corporation and its Subsidiaries on a consolidated basis to any other person or entity, other than a disposition to a wholly-owned subsidiary of the Corporation in the course of a reorganization of the assets of the Corporation and its Subsidiaries;
  - (iii) any person, entity or group of persons or entities acting jointly or in concert (an "Acquirer") acquires or acquires control (including, without limitation,



the right to vote or direct the voting) of Voting Securities of the Corporation which, when added to the Voting Securities owned of record or beneficially by the Acquirer or which the Acquirer has the right to vote or in respect of which the Acquirer has the right to direct the voting, would entitle the Acquirer and/or associates and/or affiliates of the Acquirer (as such terms are defined in the *Securities Act (Ontario)*) to cast or to direct the casting of 20% or more of the votes attached to all of the Corporation's outstanding Voting Securities which may be cast to elect directors of the Corporation or the successor corporation (regardless of whether a meeting has been called to elect directors); and

- (iv) the Board adopts a resolution to the effect that a Change of Control as defined herein has occurred or is imminent.

For the purposes of the foregoing, "Voting Securities" means Shares and any other shares entitled to vote for the election of directors and shall include any security, whether or not issued by the Corporation, which are not shares entitled to vote for the election of directors but are convertible into or exchangeable for shares which are entitled to vote for the election of directors including any options or rights to purchase such shares or securities;

- H. **"Consultant"** means a person or company, other than an employee, senior officer or director of the Corporation that (i) is engaged to provide services to the Corporation or a Related Entity, other than services provided in relation to a distribution; (ii) provides the services under a written contract with the Corporation or the Related Entity; and (iii) spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or a Related Entity, and includes, for an individual consultant, a company of which the individual consultant is an employee or shareholder, and a partnership of which the individual consultant is an employee or partner;
- I. **"Corporation"** means EQB Inc. and its subsidiaries, and includes any successor corporation thereto;
- J. **"Electronic Platform"** means the electronic platform established and maintained by the Corporation to facilitate Cashless Exercise;
- K. **"Eligible Person"** means, subject to the Regulations and to all applicable law, any employee, officer or Consultant of (i) the Corporation or (ii) any Related Entity (and includes any such person who is on a leave of absence authorized by the Board or the Board of Directors of any Related Entity);
- L. **"Executive Officer"** means an Eligible Person who is a direct report of the Chief Executive Officer;
- M. **"Fully Disabled"** and **"Full Disability"** mean, in respect of a Participant, the inability of the Participant, due to the Participant's bodily injury, disease, mental infirmity or sickness, to do the essential duties of the Participant's occupation for a period of 12 months, uninterrupted;



- N. **"Good Leaver"** means a Participant who ceases to be an employee, officer, director or Consultant of the Corporation or Related Entity prior to becoming Retirement Eligible, where such Participant is determined by the Board, or its delegate, to be leaving the Corporation or Related Entity under favourable circumstances, which may include, but not necessarily be limited to, (i) a reasonable notice period, (ii) agreement by the Participant to a non-compete clause, and (iii) performance by the Participant of certain transition responsibilities;
- O. **"Insider"** means: (i) an insider as defined in the *Securities Act* (Ontario) other than a person who is an Insider solely by virtue of being a director or senior officer of a Subsidiary of the Corporation; and (ii) an Associate of any person who is an insider by virtue of (i);
- P. **"Option"** means a right granted to an Eligible Person to purchase Shares pursuant to the terms of this Plan;
- Q. **"Participant"** means an Eligible Person to whom an Option has been granted;
- R. **"Plan"** means the EQB Inc. Share Option Plan, as amended from time to time;
- S. **"Regulations"** means the regulations made pursuant to this Plan, as same may be amended from time to time;
- T. **"Related Entity"** means a person or corporation which is controlled by the Corporation, as defined in National Instrument 45-106;
- U. **"Retirement"** in respect of a Participant means the Participant ceasing to be an employee, officer, director or Consultant of the Corporation or a Related Entity after (i) becoming Retirement Eligible, (ii) being declared a Good Leaver by the Board, or (iii) otherwise being approved for retirement by the Board;
- V. **"Retirement Eligible"** means a Participant whose age plus Years of Service equals 65 or more, provided that the Participant is at least 60 years old at the time of retirement;
- W. **"Sell to Cover Election"** means a Cashless Exercise of Options by a Participant who elects to sell the requisite number of Shares with respect to such Options exercised by the Participant to cover the exercise price, withholding taxes and other applicable fees associated with the exercise of such Options, and have the Shares remaining after the exercise of the Options and not sold by the Broker, be delivered to the Participant;
- X. **"Shares"** means the common shares in the capital of the Corporation;
- Y. **"Subsidiary"** means a corporation which is a subsidiary of the Corporation as defined under the *Securities Act* (Ontario);
- Z. **"Termination"** means: (i) in the case of an employee, the termination of the employment of the employee with or without cause by the Corporation or a Related Entity or cessation of employment of the employee with the Corporation or a Related Entity as a result of resignation or otherwise other than the Retirement of the employee; (ii) in the case of an officer, the removal of or failure to re-elect or



re-appoint the individual as an officer of the Corporation or a Related Entity (other than through the Retirement of an officer); and (iii) in the case of a Consultant, the termination of the services of a Consultant by the Corporation or a Related Entity;

- AA. "**Termination Date**" means the date on which a Participant ceases to be an Eligible Person due to the Termination of the Participant;
- BB. "**Transfer**" includes any sale, exchange, assignment, gift, bequest, disposition, mortgage, charge, pledge, encumbrance, grant of security interest or other arrangement by which possession, legal title or beneficial ownership passes from one person to another, or to the same person in a different capacity, whether or not voluntary and whether or not for value, and any agreement to effect any of the foregoing;
- CC. "**TSX**" means the Toronto Stock Exchange;
- DD. "**VWAP**" means the volume weighted average trading price of the Shares, calculated by dividing the total value by the total volume of securities traded for the relevant period; and
- EE. "**Years of Service**" means the number of full years of employment completed by a Participant with the Corporation or a Related Entity, as determined by the Board.

Words importing the singular number include the plural and vice versa and words importing the masculine gender include the feminine.

Whenever any action is required to be taken or payment made under this Plan or any Option on or as of a day that is not a Business Day, the action or payment must be taken or made on or as of the next day that is a Business Day.

This Plan is to be governed by and interpreted in accordance with the laws of the Province of Ontario.

#### **1.4 Shares Reserved under the Share Option Plan**

Options may be granted in respect of reserved and unissued Shares (subject to increase by the Board), subject to the approval of the Board and subject to the approval of the TSX, and/or such other exchange on which the Shares may be listed and posted for trading from time to time and the approval of shareholders of the Corporation, as required. The maximum number of Shares which may be reserved for issuance under the Plan shall be ~~4,000,000~~ 5,150,000 Shares. The aggregate number of Shares issuable to Insiders, at any time, under all security based compensation arrangements, shall not exceed 10% of issued and outstanding Shares. The number of Shares issued to Insiders within any one-year period, under all security based compensation arrangements, shall not exceed 10% of issued and outstanding Shares. The aggregate number of Shares issued to any one Insider and such Insider's Associates pursuant to the exercise of Options within a one-year period shall not exceed 5% of the total number of Shares then outstanding. The aggregate number of Shares reserved for issuance to any one person pursuant to the grant of Options shall not exceed 5% of the total number of Shares then outstanding. For purposes of this Section 1.4, the number of Shares then outstanding shall mean the number of Shares outstanding on a non-diluted basis immediately prior to the proposed grant of the applicable Option or the



exercise of the applicable Option.

## ARTICLE 2

### OPTION GRANTS AND TERMS OF OPTIONS

#### 2.1 Grants

Subject to this Plan, the Board will have the authority to determine the limitations, restrictions and conditions, if any, in addition to those set out in this Plan, applicable to the exercise of an Option, including, without limitation, the nature and duration of the restrictions, if any, to be imposed upon the sale or other disposition of Shares acquired upon exercise of the Option, and the nature of the events, if any, and the duration of the period in which any Participant's rights in respect of Shares acquired upon exercise of an Option may be forfeited. An Eligible Person may receive Options on more than one occasion under this Plan and may receive separate Options on any one occasion.

#### 2.2 Exercise of Options

- (a) Options granted must be exercised no later than 10 years after the date of grant or such lesser period as the applicable grant or Regulations may require, failing which they will expire.
- (b) Subject to paragraph (a), the Board may determine when any Option will become exercisable and may determine that the Option will be exercisable in installments or pursuant to a vesting schedule.
- (c) Should an Option expire within a period during which the Participant is restricted from trading the Corporation's Shares as a result of restrictions set forth in the Insider Trading Policy or other similar policy adopted by the Corporation (a "**Blackout Period**"), or within 10 business days after the last day of the Blackout Period, the term of the Option shall automatically extend for a period of 10 business days after the last date of the Blackout Period.
- (d) No fractional Shares may be issued.
- (e) A minimum of 100 Shares must be exercised by a Participant upon exercise of Options at any one time, except where the remainder of Shares available for purchase pursuant to Options granted to such Participant totals less than 100.

#### 2.3 Cashless Exercise

A Participant may elect Cashless Exercise if (i) the Shares issuable upon exercise of the Options are to be sold by the Broker, or if (ii) the Participant makes a Sell to Cover Election, and at least the requisite number of Shares that are necessary to cover the exercise price, withholding taxes and applicable fees are to be sold by the Broker.

- (a) To facilitate a Cashless Exercise that does not include a Sell to Cover Election:



- (i) after having received the appropriate documentation from a Participant in connection with the Participant's intention to conduct a Cashless Exercise, the Corporation will permit the Participant to access the Exercise Platform to select the Options to be exercised and instruct the Broker to sell the Shares on behalf of the Participant;
  - (ii) the Broker will facilitate the sale of the Shares on behalf of the Participant on the day the instruction is received and through the Exercise Platform the Corporation will arrange for the Shares to be issued as of the settlement date of the sale, and which Shares will be delivered to the Broker against such sale;
  - (iii) following settlement of the sale: (i) the Corporation will receive the aggregate exercise price and sufficient funds to cover withholding taxes related to the Participant's exercise of Options; and (ii) the Participant will receive the net benefit of the Participant's exercise of Options; and
  - (iv) if, upon the exercise of Options, only a portion of the Shares are sold by the end of the trading day on which the instruction is received, the Options representing the Shares that were not sold will be credited to the Participant through the Electronic Platform.
- (b) To facilitate a Cashless Exercise that includes a Sell to Cover Election:
- (i) after having received the appropriate documentation from a Participant in connection with the Participant's intention to conduct a Cashless Exercise that includes a Sell to Cover Election, the Corporation will permit the Participant to access the Exercise Platform to select the Options to be exercised and instruct the Broker to sell the requisite number of Shares on behalf of the Participant in the context of the Participant having made a Sell to Cover Election;
  - (ii) the Broker will facilitate the sale of the requisite number of Shares on behalf of the Participant on the day the instruction is received and through the Exercise Platform, the Corporation will arrange for the Shares to be issued as of the settlement date of the sale, with the applicable number of Shares being delivered to the Broker against such sale and the balance being delivered to the Participant;
  - (iii) following settlement of the sale: (i) the Corporation will receive the aggregate Option exercise price and sufficient funds to cover withholding taxes related to the Participant's exercise of Options; and (ii) the Participant will receive the Shares remaining after the exercise of the Options and the sale of the requisite number of Shares to cover the Option exercise price, withholding taxes and other applicable fees associated with the Cashless Exercise and the Sell to Cover Election; and
  - (iv) if, upon the exercise of the Options, only a portion of the Shares are sold by the end of the trading day on which the instruction is received, that number of Options representing Shares that cannot be delivered to the Participant will be credited to the Participant through the Electronic Platform.



For the purpose of Section 2.3(a)(iii) above, the "**net benefit**" to a Participant will be the difference between the Option exercise price and proceeds of sale, less any or all of the following, as applicable: sales commissions, interest, fees, taxes or other withholdings required by law.

## **2.4 Option Price**

The Board will establish the exercise price of an Option at the time each Option is granted provided that such price shall not be less than the VWAP of the Shares on the TSX (or, if such Shares are not then listed and posted for trading on the TSX, on such other stock exchange on which the Shares are listed and posted for trading as may be selected by the Board) for the five trading days immediately preceding the date of grant of such Option.

## **2.5 [this section intentionally deleted]**

## **2.6 Termination, Retirement or Death**

- (a) Subject to Subsection 2.6(b), in the event of the Termination of a Participant, each Option held by the Participant will cease to be exercisable within a period of 30 days after the Termination Date or such longer period as determined by the Board. For greater certainty, such determination of a longer period may be made at any time subsequent to the date of grant of the Options, provided that no Option shall remain outstanding for any period which exceeds the earlier of (i) the expiry date of such Option, or (ii) 36 months following the Termination Date. The Board may delegate authority to the Chief Executive Officer, the President and/or the Chief Financial Officer of the Corporation to (i) make any determination with respect to the expiry or termination date of Options held by any departing Participant and/or (ii) designate a non-Executive Officer as a Good Leaver under this Plan. If any portion of an Option has not vested on the Termination Date, the Participant may not, after the Termination Date, exercise such portion of the Option which has not vested, provided that the Board may determine at any time, including for greater certainty at any time subsequent to the date of grant of the Options, that such portion of the Option vests automatically or pursuant to a vesting schedule determined by the Board. Without limitation, and for greater certainty only, this subsection (a) will apply regardless of whether the Participant was dismissed with or without cause and regardless of whether the Participant received compensation in respect of dismissal or was entitled to a period of notice of termination which would otherwise have permitted a greater portion of the Option to vest.
- (b) Notwithstanding Subsection 2.6(a), where the Participant becomes Fully Disabled, unvested Options held by the Participant, at the time the Participant becomes Fully Disabled, will vest immediately. Vested options will cease to be exercisable on the earlier of (i) the date on which the Options is scheduled to expire, or (ii) the date which is 24 months after the date on which the Participant became Fully Disabled, or such longer period as determined by the Board.
- (c) In the event of the Retirement of a Participant, unvested Options held by the Participant at the time of the Participant's Retirement, will continue to vest in accordance with the terms of the Award. Vested Options will continue to be exercisable until the date on which the Option is scheduled to expire.



- (d) If a Participant dies, unvested Options held by the Participant at the time of the Participant's death will vest immediately. Vested Options will cease to be exercisable on the earlier of (i) the date on expiry date the Option, or (ii) the date which is 24 months after the date of death of the Participant, or such longer period as determined by the Board. The legal representative(s) of the deceased Participant may exercise the Options of the Participant, in accordance with the terms of this Plan, notwithstanding that the Corporation will have no obligation to issue the Shares until evidence satisfactory to the Corporation has been provided by the legal representative that the legal representative is entitled to act on behalf of the Participant to purchase the Shares under this Plan.

## **2.7 Discretion**

Notwithstanding Section 2.6, the Board may delegate authority to the Chief Executive Officer and/or the Chief Financial Officer of the Corporation to make any determination with respect to the expiry, termination date or vesting of Options held by any terminated, retiring, or deceased Participant.

## **2.8 Option Agreements**

Each Option must be evidenced, and will be governed, by an agreement (an "**Option Agreement**") substantially in the form of Schedule "A" (as the same may be amended from time to time by the Regulations or in respect of a specific grant, provided the grant is in accordance with the provisions hereof) signed by the Corporation and the Participant.

## **2.9 Payment of Option Price**

The exercise price of each Share purchased under an Option must be paid in full by bank draft, cheque or in such other manner as may be acceptable to the Chief Financial Officer at the time of exercise, and upon receipt of payment in full, but subject to the terms of this Plan, the number of Shares in respect of which the Option is exercised will be duly issued as fully paid and non-assessable. Share certificates representing the number of Shares in respect of which the Option has been exercised will be issued only upon payment in full of the relevant exercise price to the Corporation.

## **2.10 Withholding Taxes**

The exercise of each Option granted under this Plan is subject to the condition that if at any time the Corporation determines, in its discretion, that the satisfaction of withholding tax or other withholding liabilities is necessary or desirable in respect of such exercise, such exercise is not effective unless such withholding has been effected to the satisfaction of the Corporation. In such circumstances, the Corporation may require that a Participant pay to the Corporation, in addition to and in the same manner as the exercise price for the Shares, such amount as the Corporation is obliged to remit to the relevant taxing authority in respect of the exercise of the Option. Alternatively, the Corporation (or a Related Entity) shall have the right in its discretion to satisfy any such liability for withholding by retaining any amount payable to a Participant by the Corporation (or the Related Entity), whether or not such amounts are payable under the Plan. In the further alternative, if directed by a Participant, the Corporation may withhold and cause to be sold, by it as agent on behalf of the Participant, such number of Common Shares as it determines to be necessary to satisfy the withholding obligation. By so directing the Corporation, the Participant consents to such sale and authorizes the Corporation to effect the sale of such Common Shares on behalf of the Participant and to remit the appropriate amount to the relevant taxing



authorities. Where so directed the Corporation shall be not responsible for obtaining any particular price for the Shares.

### **2.11 Change of Control**

In the event of a Change of Control, all Options outstanding shall be immediately exercisable, notwithstanding any determination of the Board pursuant to Section 2.2 hereof, if applicable.

### **2.12 Amendment of Option Terms**

Subject to the prior approval of any applicable regulatory authorities (as required) and the consent of the Participant affected thereby, the Board may amend or modify any outstanding Option in any manner to the extent that the Board would have had the authority to initially grant the Option as so modified or amended, including without limitation, to change the date or dates as of which an Option becomes exercisable.

## **ARTICLE 3**

### **MISCELLANEOUS**

#### **3.1 Right to Terminate Options on Sale of Corporation**

Notwithstanding any other provision of this Plan, if the Board at any time by resolution declares it advisable to do so in connection with any proposed sale or conveyance of all or substantially all of the property and assets of the Corporation or any proposed merger, consolidation, amalgamation, offer to acquire all of the outstanding Shares or similar transaction (collectively, the "**proposed transaction**"), the Corporation may give written notice to all Participants advising that their respective Options, including may be exercised only within 30 days after the date of the notice and not thereafter, and that all rights of the Participants under any Options not exercised will terminate at the expiration of the 30-day period, provided that the proposed transaction is completed within 180 days after the date of the notice. If the proposed transaction is not completed within the 180-day period, no right under any Option will be affected by the notice, except that the Option may not be exercised between the date of expiration of the 30-day period and the day after the expiration of the 180-day period.

#### **3.2 Prohibition on Transfer of Options**

Options are personal to each Participant. Notwithstanding the foregoing, to the extent that the transfer of any Option is permitted by applicable securities legislation or stock exchange rules, subject to the prior approval of the Board, the Option may be transferred.

#### **3.3 Capital Adjustments**

If there is any change in the outstanding Shares by reason of a stock dividend or split, recapitalization, consolidation, combination or exchange of shares, or other fundamental corporate change, the Board will make, subject to any prior approval required of relevant stock exchanges or other applicable regulatory authorities, if any, an appropriate substitution or adjustment in (i) the exercise price of any unexercised Options under this Plan; (ii) the number or kind of shares or other



securities reserved for issuance pursuant to this Plan; and (iii) the number and kind of shares subject to unexercised Options theretofore granted under this Plan; provided, however, that no substitution or adjustment will obligate the Corporation to issue or sell fractional shares. In the event of the reorganization of the Corporation or the amalgamation or consolidation of the Corporation with another corporation, the Board may make such provision for the protection of the rights of Participants, as the Board in its discretion deems appropriate. The determination of the Board, as to any adjustment or as to there being no need for adjustment, will be final and binding on all parties.

### 3.4 Non-Exclusivity

Nothing contained herein will prevent the Board from adopting other or additional compensation arrangements for the benefit of any Participant, subject to any required regulatory or shareholder approval.

### 3.5 Amendment and Termination

- (a) The Board may amend, suspend or terminate this Plan or any portion thereof at any time in accordance with applicable legislation, subject to any required regulatory or shareholder approval. Subject to Section 3.1, no amendment, suspension or termination will alter or impair any Options under this Plan, or any rights pursuant thereto, granted previously to any Participant without the consent of that Participant.
- (b) Without limiting the generality of the foregoing, the Board may, without shareholder approval, make changes which may include, but are not limited to, (i) "housekeeping" and administrative changes, (ii) changes to the terms, conditions and mechanics of grant, vesting, exercise and early expiry of an Option, (iii) any amendments designed to comply with applicable laws, tax or accounting regulations, (iv) the addition of a cashless feature, payable in cash or securities, which provides for a full deduction in the number of underlying securities from the Plan's reserve, and (v) any other amendment, fundamental or otherwise, not requiring shareholder approval under applicable laws or the rules, regulations and policies of the TSX. For greater certainty, if the expiry date of an Option ("**Expiry Date**") should otherwise be determined to occur either during a period in which the holder of the Option is restricted from trading in securities of the Company under the insider trading policy or other similar policy of the Company or within ten Business Days following such a period, the Expiry Date shall be deemed to be the date that is the tenth Business Day following the date of expiry of such period.
- (c) Notwithstanding the foregoing, the Board shall be required to obtain shareholder approval (excluding the votes of common shares held directly or indirectly by Participants benefiting from the amendment) in order to (i) increase the maximum number of shares issuable under the Plan, (ii) reduce the exercise price of any Option, or cancel and reissue an Option at a lower exercise price to the same person; (iii) extend the expiry date of an Option to any Participant (provided that if the Expiry Date of such Option should otherwise be determined to occur either during a period in which the holder of the Option is restricted from trading in securities of the Company under the insider trading policy or other similar policy of the Company or within ten Business Days following such a period, the Expiry Date shall be deemed to be the date that is the tenth Business Day following the date of expiry of such period); (iv) make any change to the class of eligible recipients that may be granted Options; (v) permit an Option to be transferable or assignable



other than as provided for in Section 2.6(d); and (vi) amend this Section 3.5.

- (d) If this Plan is terminated, the provisions of this Plan and any administrative guidelines, and other rules and Regulations adopted by the Board and in force at the time of this Plan, will continue in effect as long as any Options under this Plan or any rights pursuant thereto remain outstanding. However, notwithstanding the termination of this Plan, the Board may make any amendments to the Plan or the Options it would be entitled to make if this Plan were still in effect.

### **3.6 Compliance with Legislation**

The Board may postpone or adjust any exercise of any Option or the issue of any Shares pursuant to this Plan as the Board in its discretion may deem necessary in order to permit the Corporation to effect or maintain registration of this Plan or the Shares issuable pursuant thereto under the securities laws of any applicable jurisdiction, or to determine that the Shares and this Plan are exempt from such registration. The Corporation is not obligated by any provision of this Plan or any grant hereunder to sell or issue Shares in violation of any applicable law. In addition, if the Shares are listed on a stock exchange, the Corporation will have no obligation to issue any Shares pursuant to this Plan unless the Shares have been duly listed, upon official notice of issuance, on a stock exchange on which the Shares are listed for trading.

### **3.7 Effective Date**

This Plan came into effect on February 2, 2004 and was amended and restated on May 23, 2006 and on May 11, 2009 and further amended on March 28, 2012, May 15, 2012, November 13, 2012, February 26, 2013, November 8, 2018, February 28, 2019, May 15, 2019, December 3, 2019, February 24, 2020, and July 28, 2021.

On October 5, 2021, the Plan was further amended to increase the maximum number of Shares which may be reserved for issuance under the Plan, as set out in Section 1.4, from 2,000,000 to 4,000,000, as a result of the Corporation's 2-for-1 stock split that took effect on October 26, 2021.

The Plan was further amended on March 31, 2022 and February 15, 2024.

\* \* \* \*