



**NOTICE OF MEETING
AND
INFORMATION CIRCULAR
FOR THE
ANNUAL GENERAL MEETING
OF SHAREHOLDERS
OF
HIGHLAND COPPER COMPANY INC.**

**To be held on
December 13, 2023**

Dated: November 9, 2023



HIGHLAND COPPER COMPANY INC.
1500 – 1055 West Georgia Street
Vancouver, British Columbia, V6E 4N7

NOTICE OF ANNUAL GENERAL MEETING

NOTICE is hereby given that the annual general meeting (the “**Meeting**”) of shareholders of **Highland Copper Company Inc.** (the “**Company**”) will be held at **Suite 1500, 1055 West Georgia Street, Vancouver, British Columbia** on **Wednesday, December 13, 2023, at 11:00 a.m. (PST)** for the following purposes:

1. To receive and consider the audited consolidated financial statements of the Company, together with the auditor’s report thereon and related management discussion and analysis for the year ended June 30, 2023.
2. To elect directors of the Company for the ensuing year.
3. To appoint KPMG LLP, Chartered Professional Accountants, as auditors of the Company for the ensuing year and to authorize the directors to fix their remuneration.
4. To consider and, if deemed appropriate, to pass an ordinary resolution approving and ratifying the Company’s Omnibus Equity Incentive Compensation Plan, as described in the accompanying Information Circular (the “**Circular**”).
5. To consider any permitted amendment to or variation of any matter identified in this Notice and to transact such other business as may properly come before the Meeting or any adjournment thereof.

A copy of the audited consolidated financial statements for the year ended June 30, 2023, the auditor’s report, and related management discussion and analysis will be made available at the Meeting and are available on www.sedarplus.ca.

DATED this 9th day of November, 2023.

BY ORDER OF THE BOARD

“Barry O’Shea”
Interim CEO and CFO

Your vote is important.

The accompanying Circular and form of proxy (the “Proxy”) provides information with respect to the matters to be considered at the Meeting and voting instructions.

Registered shareholders who are not attending the Meeting are requested to complete, date, sign, and return the accompanying form of Proxy in accordance with the instructions on the form. If you receive more than one Proxy because you own shares registered in different names or addresses, each Proxy should be completed and returned. To be valid, all proxies must be deposited no later than 48 hours, excluding Saturdays, Sundays and holidays, before the time of the Meeting or any adjournment thereof. Late proxies may be accepted or rejected by the chair of the Meeting in his discretion, and the chair is under no obligation to accept or reject any particular late Proxy.

If you are not a registered shareholder (as defined in the Circular) of the Company and receive these materials through your broker or another intermediary, please complete and sign the Proxy or voting information form in accordance with the instructions provided to you by your broker or other intermediary.

The board of directors of the Company has fixed the close of business on **November 3, 2023** as the record date for the determination of shareholders entitled to receive notice of and to vote at the Meeting and at any adjournment thereof.



MANAGEMENT INFORMATION CIRCULAR

(as at November 3, 2023, except as otherwise indicated)

This Information Circular (the “**Circular**”) is furnished in connection with the solicitation of proxies by the management of Highland Copper Company Inc. for use at the annual general meeting of the shareholders (the “**Meeting**”) to be held on Wednesday, December 13, 2023, at the time and place and for the purposes set forth in the accompanying Notice of the Meeting (the “**Notice**”).

In this Circular, references to “**Highland**”, “**the Company**”, “**we**” and “**our**” refer to Highland Copper Company Inc., and “**Board**” or “**Board of Directors**” means the board of directors of the Company. “**Shares**” means common shares in the capital of the Company and “**Shareholders**” means persons who hold Shares. “**Registered Shareholders**” means Shareholders whose names appear in the records of the Company as registered holders of Shares and “**Non-registered Shareholders**” means Shareholders whose names do not appear in the records of the Company and whose Shares are held in the name of an Intermediary, as described under the heading “*Voting by Non-registered shareholders*” below. “**TSXV**” refers to the TSX Venture Exchange. “**CEO**” means Chief Executive Officer and “**CFO**” means Chief Financial Officer.

Information contained in this Circular is given as at **November 3, 2023** unless otherwise indicated. All dollar figures are in Canadian dollars unless otherwise specified.

GENERAL PROXY INFORMATION

Solicitation of Proxies

Solicitation of proxies will be primarily by mail, but proxies may be solicited personally or by telephone or by email, primarily by directors, officers and regular employees of the Company. The Company will bear all costs of this solicitation. We have arranged for intermediaries to forward the meeting materials to beneficial owners of the Shares held of record by those intermediaries and we may reimburse the intermediaries for their reasonable fees and disbursements in that regard.

Appointment of Proxyholders

The individuals named in the accompanying form of proxy (the “**Proxy**”) are officers and/or directors of the Company. **If you are a Shareholder entitled to vote at the Meeting, you have the right to appoint a person or company other than either of the persons designated in the Proxy, who need not be a shareholder, to attend and act for you and on your behalf at the Meeting. You may do so either by inserting the name of that other person in the blank space provided in the Proxy or by completing and delivering another suitable form of Proxy.**

Voting by Proxyholder

The persons named in the Proxy will vote or withhold from voting the Shares represented thereby in accordance with your instructions on any ballot that may be called for. If you specify a choice with respect to any matter to be acted upon, your Shares will be voted accordingly. The Proxy confers discretionary authority on the persons named therein with respect to:

- (a) each matter or group of matters identified therein for which a choice is not specified, other than the appointment of an auditor and the election of directors,
- (b) any amendment to or variation of any matter identified therein, and
- (c) any other matter that properly comes before the Meeting.

In respect of a matter for which a choice is not specified in the Proxy, the management appointee acting as proxyholder will vote the Shares represented by the Proxy for the approval of such matter, and if applicable, for the nominees of management for directors and auditor as identified in the Proxy.

Registered Shareholders

Registered Shareholders may wish to vote by Proxy whether or not they are able to attend the Meeting in person. Registered Shareholders electing to submit a Proxy may do so using one of the following methods:

- (a) complete, date and sign the enclosed form of Proxy and return it to the Company's transfer agent, Computershare Investor Services Inc. ("**Computershare**"), by fax within North America at 1-866-249-7775, outside North America at (416) 263-9524, or by mail to the 8th Floor, 100 University Avenue, Toronto, Ontario, M5J 2Y1 or by hand delivery at 3rd Floor, 510 Burrard Street, Vancouver, British Columbia, Canada, V6C 3B9; or
- (b) use a touch-tone phone to transmit voting choices to the toll-free number given in the Proxy. Registered Shareholders who choose this option must follow the instructions of the voice response system and refer to the enclosed Proxy for the toll-free number, the holder's account number and the Proxy access number; or
- (c) via Computershare's internet website www.investorvote.com. Registered Shareholders who choose this option must follow the instructions that appear on the screen and refer to the enclosed Proxy for the holder's account number and the Proxy access number.

In each of the above cases, Registered Shareholders must ensure the Proxy is received at least 48 hours (excluding Saturdays, Sundays and holidays) prior to the Meeting or the adjournment thereof.

Beneficial Shareholders

The following information is of significant importance to Shareholders who do not hold Shares in their own name. Beneficial Shareholders should note that the only Proxies that can be recognized and acted upon at the Meeting are those deposited by Registered Shareholders (those whose names appear on the records of the Company as the registered holders of Shares) or as set out in the following disclosure.

If Shares are listed in an account statement provided to a Shareholder by a broker, then in almost all cases those Shares will not be registered in the Shareholder's name on the records of the Company. Such Shares will more likely be registered under the name of the Shareholder's broker or an agent of that broker (an "**intermediary**"). In Canada, the vast majority of such Shares are registered under the name of CDS & Co. (the registration name for The Canadian Depository for Securities Limited, which acts as nominee for many Canadian brokerage firms), and in the United States of America (the "**U.S.**" or the "**United States**"), under the name Cede & Co. as nominee for The Depository Trust Company (which acts as depository for many U.S. brokerage firms and custodian banks).

Intermediaries are required to seek voting instructions from Beneficial Shareholders in advance of meetings of Shareholders. Every intermediary has its own mailing procedures and provides its own return instructions to clients.

There are two kinds of beneficial owners – those who object to their name being made known to the issuers of securities which they own (called "**OBOs**" for Objecting Beneficial Owners) and those who do not object to the issuers of the securities they own knowing who they are (called "**NOBOs**" for Non-Objecting Beneficial Owners).

The Company does not intend to pay for an intermediary to deliver to OBOs the proxy-related materials and Form 54-101F7 Request for Voting Instructions Made by Intermediary. As a result, an OBO will not receive the materials unless their intermediary assumes the cost of delivery.

These securityholder materials are being sent to both registered and non-registered owners of the securities of the Company. If you are a non-registered owner, and the Company or its agent has sent these materials directly to you, your name and address and information about your holdings of securities have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding securities on your behalf.

By choosing to send these materials to you directly, the Company (and not the intermediary holding securities on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions. Please return your voting instructions as specified in your request for voting instructions.

You should carefully follow the instructions of your broker or intermediary in order to ensure that your Shares are voted at the Meeting.

If you are a Beneficial Shareholder:

The form of Proxy supplied to you by your broker will be similar to the Proxy provided to Registered Shareholders by the Company. However, its purpose is limited to instructing the intermediary on how to vote your Shares on your behalf. Most brokers delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**") in Canada and the United States. Broadridge mails a Voting Instruction Form ("**VIF**") in lieu of a Proxy provided by the Company. The VIF will name the same persons as the Company's Proxy to represent your Shares at the Meeting. You have the right to appoint a person (who need not be a Beneficial Shareholder of the Company), other than any of the persons designated in the VIF, to represent your Shares at the Meeting and that person may be you. To exercise this right, insert the name of the desired representative (which may be you) in the blank space

provided in the VIF, then return the completed VIF to Broadridge either by mail, by facsimile, by phone, or via the internet, in accordance with Broadridge’s instructions. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Shares to be represented at the Meeting and the appointment of any shareholder’s representative. **If you receive a VIF from Broadridge, the VIF must be completed and returned to Broadridge, in accordance with Broadridge’s instructions, well in advance of the Meeting in order to: (a) have your Shares voted, as per your instructions, at the Meeting; or (b) arrange to have an alternate representative duly appointed by you attend the Meeting and vote your Shares at the Meeting.**

Notice to Shareholders in the United States

The solicitation of proxies involves securities of an issuer located in Canada and are being effected in accordance with the corporate laws of the Province of British Columbia, Canada and securities laws of the provinces of Canada. The proxy solicitation rules under the United States *Securities Exchange Act of 1934*, as amended, are not applicable to the Company or this solicitation, and this solicitation has been prepared in accordance with the disclosure requirements of the securities laws of the provinces of Canada. Shareholders should be aware that disclosure requirements under the securities laws of the provinces of Canada differ from the disclosure requirements under United States securities laws.

The enforcement by Shareholders of civil liabilities under United States federal securities laws may be affected adversely by the fact that the Company is incorporated under the *Business Corporations Act* (British Columbia) (the “BCA”), as amended, certain of its directors and its executive officers are residents of Canada and a substantial portion of its assets and the assets of such persons are located outside the United States. Shareholders may not be able to sue a foreign company or its officers or directors in a foreign court for violations of United States federal securities laws. It may be difficult to compel a foreign company and its officers and directors to subject themselves to a judgment by a United States court.

Revocation of Proxies

Any Registered Shareholder who has returned a form of Proxy may revoke it at any time before it has been exercised. In addition to revocation in any other manner permitted by law, a Registered Shareholder or its attorney authorized in writing may revoke a form of Proxy by an instrument in writing, including a form of Proxy bearing a later date. The instrument revoking the form of Proxy must be deposited with Computershare within the time period and in the manner set out under the heading “*Appointment of Proxies*” above, or by mail or delivery at the attention of the Company’s Corporate Secretary at 1500 – 1055 West Georgia Street, Vancouver, British Columbia, V6E 4N7, at any time up to and including the last business day preceding the date of the Meeting or any adjournment thereof, or with the chair of the Meeting on the day of the Meeting. A revocation of a form of Proxy will not affect a matter on which a vote is taken before the revocation.

Only Registered Shareholders have the right to revoke a form of Proxy. A Non-registered Shareholder who wishes to change his or her vote must provide instructions in advance of the cut-off date specified by the Intermediary, so that the Intermediary can change the voting instructions on the Non-registered Shareholder’s behalf.

VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF

The voting securities of the Company consist of an unlimited number of Shares. As at the date of this Circular, 736,363,619 Shares were issued and outstanding, with each Share carrying the right to one vote at the Meeting. November 3, 2023 has been fixed by the Board of Directors as the record date for the purpose of determining those Shareholders entitled to receive notice of, and to vote at the Meeting. To the knowledge of the directors and senior officers of the Company, the only persons beneficially owning, directly or indirectly, or exercising control or direction over, voting securities carrying more than 10% of the voting rights attached to the voting securities of the Company are as follows:

Name	Shares	% of all Outstanding Shares
Orion Mine Finance Management III LLC	203,980,434	27.70%
Condire Investors, LLC	119,092,360	16.17%
Greenstone Resources II LP	117,335,620	15.93%

VOTES NECESSARY TO PASS Resolutions

A simple majority of affirmative votes cast at the Meeting is required to pass the ordinary resolutions described herein.

If there are more nominees for election as directors or appointment of the Company's auditor than there are vacancies to fill, those nominees receiving the greatest number of votes will be elected or appointed, as the case may be, until all such vacancies have been filled. If the number of nominees for election or appointment is equal to the number of vacancies to be filled, all such nominees will be declared elected or appointed by acclamation.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

No director or executive officer of the Company, or any person who has held such a position since the beginning of the last completed financial year of the Company, nor any nominee for election as a director of the Company, nor any associate or affiliate of the foregoing persons, has any substantial or material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted on at the Meeting other than the election of directors, the appointment of the auditor, and the approval of the Omnibus Equity Incentive Compensation Plan, as set out herein.

PARTICULARS OF MATTERS TO BE ACTED ON AT THE MEETING

1. FINANCIAL STATEMENTS

The annual consolidated financial statements of the Company for the financial year ended June 30, 2023 together with the report of the auditors thereon, and the related management discussion and analysis will be placed before the Shareholders at the Meeting. The annual consolidated financial statements of the Company were filed under the Company's profile at www.sedarplus.ca and mailed to Shareholders in accordance with applicable laws and written instructions received from Shareholders or Intermediaries. Additional copies may be obtained from the Corporate Secretary of the Company upon request and will be available at the Meeting. No action is required to be taken at the Meeting with respect to the financial statements.

2. ELECTION OF DIRECTORS

The Board of Directors is currently composed of seven (7) directors following the recent resignation of Denis Miville-Deschênes as director. The term of office of each of the directors will expire at the Meeting or when their successors are duly elected or appointed. The Board of Directors has determined the number of directors will remain at seven (7) and the following individuals will be nominated for election as directors at the Meeting: Jonathan Cherry, Caroline Donally, Iain Farmer, Stephen J. Hicks (chair), Melanie R. Miller, David B. Tennant and Jo Mark Zurel.

Management does not contemplate that any of the nominees will be unable to serve as director, but if that should occur for any reason prior to the Meeting, it is intended that discretionary authority shall be exercised by the persons named in the accompanying form of Proxy to vote the form of Proxy for election of any other person or persons in place of any nominee or nominees unable to serve. Each director elected will hold office until the close of the next annual general meeting of Shareholders unless their office is earlier vacated in accordance with the articles of the Company or the provisions of the BCA.

The table below provides information about each nominee for election as director, all offices and positions with the Company and any of its significant affiliates each nominee now holds, each nominee's principal occupation, business or employment, the period of time during which each has been a director of the Company and the number of Shares of the Company beneficially owned by each, directly or indirectly, or over which each exercised control or direction, as at the date of this Circular.

The Board and management recommend voting FOR each of the seven (7) nominees. **Unless authority to do so is withheld, the persons named in the form of Proxy intend to vote FOR the election of the seven (7) management nominees named in the table below.**

Name, Residence and Position with Company	Director since	Principal occupation and, if not a previously elected Director, occupation during the past five years	Shares beneficially owned or controlled ⁽¹⁾
Jonathan Cherry ⁽³⁾⁽⁴⁾ Minnesota, United States <i>Director</i>	December 16, 2021	Mr. Cherry has served as the president and chief executive Officer PolyMet Mining Corp. (“ PolyMet ”) and as a member of PolyMet’s board of directors since July 2012. Mr. Cherry has been involved in the mining industry since 1990 and prior to joining PolyMet, Mr. Cherry’s career spanned more than 20 years with Rio Tinto where he worked in a number of positions, including general manager, where he was responsible for permitting and the initial development of the Eagle Mine in Michigan’s Upper Peninsula. His last position with Rio Tinto was Vice President, responsible for strategic direction in environmental permitting and compliance, legal matters and external relations related to mine development of the Resolution Copper project in Arizona. Mr. Cherry is a licensed Professional Engineer with a degree in Environmental Engineering from Montana Tech.	Nil ⁽⁵⁾
Caroline Donally ⁽²⁾⁽³⁾ Texas, United States <i>Director</i>	December 16, 2021	Caroline Donally has been Managing Director at Sprott Inc. and Managing Partner at Sprott Resource Streaming and Royalty since October 2020. Prior to joining Sprott, Ms. Donally spent nine years at Denham Capital and held the position of Managing Director. She was responsible for sourcing mining investment opportunities and managing all aspects of a \$1 billion mining investment portfolio across North and South America and Africa. Before Denham, she was a Project and Structured Finance banker with Rand Merchant Bank and Investec Limited (South Africa), where she was involved in multiple structured cross-border financings and investments in mining, predominantly across Africa between 2000 and 2010. Ms. Donally is a Chartered Accountant with a Bachelor of Commerce (Accounting) degree from the University of the Witwatersrand and a Bachelor of Accounting Science (Honours) from the University of South Africa.	Nil ⁽⁵⁾
Iain Farmer ⁽²⁾⁽⁴⁾ Quebec, Canada <i>Director</i>	December 16, 2021	Iain Farmer has been Vice President, Corporate Development of Osisko Gold Royalties Ltd (“ Osisko ”) since February 2020; from March 2016 to February 2020, he was Osisko’s Director of Evaluations where his responsibilities included financial and technical evaluation of investments as well as origination and execution of transactions. Prior to joining Osisko, Mr. Farmer worked in equity research covering the mining sector. Mr. Farmer holds a Bachelor’s and a Master’s degree in Mining Engineering from McGill University as well as an MBA from Concordia University’s Goodman School of Investment Management, and he has been a CFA Charterholder since 2016.	Nil ⁽⁵⁾

Name, Residence and Position with Company	Director since	Principal occupation and, if not a previously elected Director, occupation during the past five years	Shares beneficially owned or controlled ⁽¹⁾
<p>Stephen J. Hicks Michigan, United States <i>Director and Chairman of the Board</i></p>	<p>December 16, 2021</p>	<p>Mr. Hicks has served as President and Chief Executive Officer of JM Longyear, LLC, a privately held Michigan-based asset management company, since 2000. He has extensive expertise in development and execution of long-term business strategies and operations and has been involved in mining and resource projects in the State of Michigan and Minnesota. He has served on the board of several profit and non-profit organizations in Michigan. Mr. Hicks has obtained a BS Accounting from the Michigan Technological University, and he has successfully completed the Illinois CPA Exam in 1989 and the University of Michigan Business School Executive Program in 1999.</p>	<p>Nil⁽⁶⁾</p>
<p>Melanie R. Miller⁽³⁾⁽⁴⁾ Colorado, United States <i>Director</i></p>	<p>December 16, 2021</p>	<p>Ms. Miller is an executive with over 20 years of experience in the mining industry focusing on supply chain innovation, strategic planning and analysis, and organizational management. She served as General Manager, Hemlo Operations at Barrick Gold Corporation (“Barrick”) from 2017 to 2018, Vice President, Supply Chain Management at Barrick from 2014 to 2018, and Vice President, Global Supply Chain at Newmont Corporation from 2011 to 2014. Ms. Miller is currently the Chief Sustainability Officer for Seabridge Gold Inc. and provides consulting services through her private company. Ms. Miller has two undergraduate degrees (finance and political science) from Miami University of Ohio as well as graduate-level studies at the University of Chicago and Harvard.</p>	<p>Nil⁽⁵⁾</p>
<p>David B. Tennant⁽²⁾⁽³⁾ Ontario, Canada <i>Director</i></p>	<p>December 16, 2021</p>	<p>Mr. Tennant practices corporate law, advising clients on acquisitions and divestitures, securities laws and general corporate and commercial matters. From 1990 to 2019, Mr. Tennant was a partner at McCarthy Tétrault LLP, one of Canada’s largest law firms and has been a board member of many corporations and charitable organizations. Mr. Tennant holds a B. Mathematics from the University of Waterloo and a joint Law degree and MBA from the University of Western Ontario.</p>	<p>525,000⁽⁷⁾</p>

Name, Residence and Position with Company	Director since	Principal occupation and, if not a previously elected Director, occupation during the past five years	Shares beneficially owned or controlled ⁽¹⁾
Jo Mark Zurel⁽²⁾ Newfoundland and Labrador, Canada <i>Director</i>	October 11, 2012	Mr. Zurel is a corporate director and investor. He serves on the boards of Fortis Inc. (Chair), Major Drilling Group International Group and Sustainable Development Technology Canada. He recently completed a 9-year term on the board of the Canada Pension Plan Investment Board and a 10-year term on the board of the Institute of Corporate Directors. From 1998 to 2006, Mr. Zurel was Senior Vice-President and Chief Financial Officer of CHC Helicopter Corporation. Mr. Zurel has a Bachelor of Commerce from Dalhousie University, is a Fellow of the Association of the Chartered Professional Accountants of Newfoundland and Labrador and has been granted the ICD.D designation by the Institute of Corporate Directors.	2,166,650 ⁽⁸⁾

Notes:

- (1) Information as to voting shares beneficially owned, not being within the knowledge of the Company, has been verified by the respective nominees individually.
- (2) Member of the Audit Committee.
- (3) Member of the Governance and Human Resources Committee.
- (4) Member of the Safety, Environment and Social Responsibility Committee.
- (5) Messrs. Cherry and Farmer and Mmes. Donally and Miller hold options to purchase 500,000 Shares at an exercise price of \$0.11, expiring on December 16, 2026; options to purchase 1,200,000 Shares at an exercise price of \$0.095, expiring on July 25, 2029; and options to purchase 1,666,667 Shares at an exercise price of \$0.07, expiring on October 13, 2030.
- (6) Mr. Hicks holds options to purchase 500,000 Shares at an exercise price of \$0.11, expiring on December 16, 2026; options to purchase 1,200,000 Shares at an exercise price of \$0.095, expiring on July 25, 2029; and options to purchase 2,083,333 Shares at an exercise price of \$0.07, expiring on October 13, 2030.
- (7) Mr. Tennant also holds options to purchase 500,000 Shares at an exercise price of \$0.11, expiring on December 16, 2026; options to purchase 1,200,000 Shares at an exercise price of \$0.095, expiring on July 25, 2029; and options to purchase 1,666,667 Shares at an exercise price of \$0.07, expiring on October 13, 2030.
- (8) Mr. Zurel also holds options to purchase 500,000 Shares at an exercise price of \$0.11, expiring on December 16, 2026; options to purchase 1,500,000 Shares at an exercise price of \$0.095, expiring on July 25, 2029; options to purchase 1,666,667 Shares at an exercise price of \$0.07, expiring on October 13, 2030.

To the knowledge of the Company, no proposed director:

- (a) is, as at the date of this Circular, or has been, within 10 years before the date of this Circular, a director, CEO or CFO of any company (including the Company) that,
 - (i) while that person was acting in that capacity, was the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days; or
 - (ii) after that person had ceased to act in that capacity, but in respect of an event that occurred while the proposed director was so acting, resulted in the company being the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days; or
 - (iii) while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or
- (b) has, within the 10 years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

Additional Information about the Board

For additional information about the Board, including compensation, corporate governance practices, independence and directorships, please see “*Director and Named Executive Compensation and Corporate Governance Practices – Composition of the Board of Directors*”.

3. APPOINTMENT OF AUDITORS

KPMG LLP, Chartered Professional Accountants (“**KPMG LLP**”), have been the auditors of the Company since October 11, 2012. The Board of Directors recommends that KPMG LLP be re-appointed as auditors of the Company, with their remuneration to be fixed by the Board.

Unless otherwise directed, the directors or officers named in the form of Proxy intend to vote FOR the re-appointment of KPMG LLP as auditors for the year ending June 30, 2024.

4. APPROVAL OF OMNIBUS EQUITY INCENTIVE COMPENSATION PLAN

Omnibus Equity Incentive Compensation Plan

On October 25, 2023 the Board adopted an Omnibus Equity Incentive Compensation Plan (the “**Omnibus Plan**”) to replace the Company’s Stock Option Plan dated for reference December 12, 2019, as amended on November 15, 2022 (the “**Option Plan**”), subject to and effective upon the approval of the Company’s shareholders at the Meeting. The Omnibus Plan provides flexibility to the Company to grant equity-based incentive awards (the “**Awards**”) in the form of stock options (“**Options**”) and deferred share units (“**DSUs**”), performance share units (“**PSUs**”) and restricted share units (“**RSUs**”, and collectively with DSUs and PSUs, the “**Share Units**”), described in detail below. All future grants of equity-based Awards will be made pursuant to, or as otherwise permitted by, the Omnibus Plan, and no further equity-based awards will be made pursuant to the Company’s prior Option Plan. The Omnibus Plan supersedes and replaces the Company’s Option Plan.

The purpose of the Omnibus Plan is to promote the interests of the Company and its stockholders by aiding the Company in attracting and retaining employees, officers, consultants, advisors and non-employee directors capable of assuring the future success of the Company, to offer such persons incentives to put forth maximum efforts for the success of the Company’s business and to compensate such persons through various stock and cash-based arrangements and provide them with opportunities for stock ownership in the Company, thereby aligning the interests of such persons with the Company’s stockholders.

The following is a summary of certain provisions of the Omnibus Plan. This summary is intended as a summary only and is qualified in its entirety by reference to the Omnibus Plan, which is attached as Schedule “B” to this Information Circular.

Summary of Material Terms

The Omnibus Plan, in respect of options to purchase Shares, serves as the successor to the Company’s Option Plan, and no further options to purchase Shares have been or will be granted under the Option Plan from and after the effective date of the Omnibus Plan.

The purpose of the Omnibus Plan is to promote the interests of the Company and its stockholders by aiding the Company in (i) attracting and retaining highly qualified directors, officers, employees and consultants (each, a “**Participant**”); (ii) aligning the interests of Participants with that of other shareholders of the Company generally; and (iii) enabling and encouraging Participants to participate in the long-term growth of the Company through the acquisition of Shares, by the granting of Awards in the form of the Share Units.

The Omnibus Plan is administered by the Board and provides that the Board may, from time to time, in its discretion, and in accordance with TSXV requirements or any other stock exchange on which the Shares are listed (the “**Exchange**”), grant to eligible Participants, non-transferable Awards. Such Awards include the Share Units.

Under the Omnibus Plan, the maximum number of Shares issuable at any time pursuant to outstanding Awards, together with Shares issuable pursuant to any other share compensation arrangement, will be equal to 10% of the outstanding issue, as measured as at the date of any Award grant. No Award that can be settled in Shares issued from treasury may be granted if such grant would have the effect of causing the total number of Shares subject to such Award to exceed the above noted total number of Shares reserved for issuance pursuant to the settlement of Awards.

The Omnibus Plan is a rolling “evergreen” plan as Shares covered by Awards which have been exercised or settled, as applicable, and Awards which expire or are forfeited, cancelled or otherwise terminated or lapse for any reason without having been exercised, will be available for subsequent grant under the Omnibus Plan.

Unless the Company obtains Disinterested Shareholder Approval: (i) the aggregate number of Shares for which Awards may be issued to any one Participant in any 12-month period, together with all other Security Based Compensation granted to such Participant, shall not exceed 5% of the Outstanding Issue, calculated on the date an Award is granted to the Participant, (ii) the aggregate number of Shares for which Awards may be issued to any one Consultant (as defined by the Exchange), together with all other Security Based Compensation granted to such Consultant, within any 12-month period shall not exceed 2% of the Outstanding Issue, calculated on the date an Award is granted to the Consultant; and (iii) the aggregate number of Shares for which Options may be issued to all Persons retained to provide Investor Relations Activities (as defined by the Exchange), together with all other Security Based Compensation granted to such Persons, within any 12-month period shall not exceed 2% of the Outstanding Issue, calculated on the date an Option is granted to such Persons.

Unless Disinterested Shareholder Approval as required by the policies of the Exchange is obtained: (i) the maximum number of Shares for which Awards may be issued to Insiders (as a group) at any point in time, together with all Shares issued pursuant to other Security Based Compensation granted to Insiders, shall not exceed 10% of the Outstanding Issue; and (ii) the maximum number of Shares issuable pursuant to Awards granted to Insiders (as a group), together with all Shares made issuable pursuant to other Security Based Compensation granted to Insiders, within any 12-month period, shall not exceed 10% of the Outstanding Issue, calculated at the date an Award is granted to any Insider.

The Omnibus Plan provides for customary adjustments or substitutions, as applicable, in the number of Shares that may be issued under the Omnibus Plan in the event of a merger, arrangement, amalgamation, consolidation, corporate reorganization, recapitalization, separation, stock dividend, extraordinary dividend, stock split, reverse stock split, split up, spin-off or other distribution of stock or property of the Company, combination of securities, exchange of securities, dividend in kind, or other like change in capital structure or distribution (other than normal cash dividends) to Shareholders, or any similar corporate event or transaction, subject to the prior acceptance of the Exchange other than for adjustments resulting from a share consolidation or stock split.

In the event of an actual or potential Change of Control (as is defined in the Omnibus Plan) of the Company, the Board shall have discretion as to the treatment of Awards, subject, where required by the policies of the Exchange, to the prior acceptance of the Exchange, including whether to (i) accelerate, conditionally or otherwise, on such terms as it sees fit, the vesting date of any Awards; (ii) permit the conditional redemption or exercise of any Awards, on such terms as it sees fit; (iii) otherwise amend or modify the terms of any Awards; and (iv) terminate, following the successful completion of a Change of Control, on such terms as it sees fit, the Awards not exercised prior to the successful completion of such Change of Control. If there is a Change of Control, any Awards held by a Participant shall automatically vest following such Change of Control, if the Participant is an employee, officer or a director and their employment, or officer or director position is terminated within 12 months following the Change of Control, provided that no acceleration of Awards shall occur in the case of a Participant that was retained to provide Investor Relations Activities unless the approval of the Exchange is either obtained or not required.

Neither the Awards nor the securities which may be acquired pursuant to the exercise of the Awards have been registered under the United States Securities Act of 1933 (the “**U.S. Securities Act**”) or under any securities law of any state of the United States of America and are considered “restricted securities” (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act) and any Shares will be affixed with an applicable restrictive legend as set forth in the Award Agreement.

Options

Subject to the terms and conditions of the Omnibus Plan, the Board may grant Options to Participants in such amounts and upon such terms (including the exercise price, duration of the Options, the number of Shares to which the Option pertains, and the conditions, if any, upon which an Option shall become vested and exercisable) as the Board shall determine.

The exercise price of the Options will be determined by the Board at the time any Option is granted. In no event will such exercise price be lower than the last closing price of the Shares on the Exchange less any discount permitted by the rules or policies of the Exchange at the time the Option is granted. Such price upon exercise of any Option shall be payable to the Company in full in cash, by certified cheque or by wire transfer, cashless exercise or net exercise.

In connection with a cashless exercise, the Participant shall elect, on a notice of exercise, to receive a loan from a brokerage firm, which the Company has an arrangement with, to purchase the underlying Shares. Upon the sale by the brokerage firm of an equivalent number

of Shares received from the exercise of the Options to repay the loan made to the Participant, the Participant shall elect to receive either the balance of the Shares following the sale or the cash proceeds from the balance of the Shares.

In connection with a net exercise, the Participant shall elect on a notice of exercise to receive an amount equal to the number of underlying Shares listed on the Exchange that is the equal to the quotient obtained by dividing: (a) the product of the number of Options being exercised multiplied by the difference between the five-day volume weighted average price of the underlying Shares so listed and the exercise price of the subject Options; by (b) the five-day volume weighted average price of the underlying Shares so listed, provided, however, that persons retained to provide Investor Relations Activities shall not be permitted to exercise an Option using the net exercise method.

Unless otherwise specified in an Award agreement granting Options, Options shall vest subject to Exchange policies, and the Board may in its sole discretion, determine the time during which an Option shall vest and the method of vesting, or that no vesting restriction shall exist, provided that Options issued to any Persons retained to provide investor relations activities shall vest solely subject to Exchange Policies as follows:

- (i) no more than 1/4 of the Stock Options vest no sooner than three months after the Stock Options were granted;
- (ii) no more than another 1/4 of the Stock Options vest no sooner than six months after the Stock Options were granted;
- (iii) no more than another 1/4 of the Stock Options vest no sooner than nine months after the Stock Options were granted; and
- (iv) the remainder of the Stock Options vest no sooner than 12 months after the Stock Options were granted.

Subject to any requirements of the Exchange, the Board may determine the expiry date of each Option. Subject to a limited extension if an Option expires during a blackout period, Options may be exercised for a period of up to ten (10) years after the grant date, provided that: (i) upon a Participant's termination for cause, all Options, whether vested or not, as at the date on which a Participant ceases to be eligible to participate under the Omnibus Plan (the "**Termination Date**") as a result of termination of employment, will automatically and immediately expire and be forfeited; (ii) upon the death of a Participant, all unvested Options as at the Termination Date shall automatically and immediately vest, and all vested Options will continue to be subject to the Omnibus Plan and be exercisable for a period of 12 months after the Termination Date; (iii) in the case of the disability of a Participant, all Options shall remain and continue to vest (and are exercisable) in accordance with the terms of the Omnibus Plan for a period of 12 months after the Termination Date, provided that any Options that have not been exercised (whether vested or not) within 12 months after the Termination Date shall automatically and immediately expire and be forfeited on such date; (iv) in the case of the retirement of a Participant, the Board shall have discretion, with respect to such Options, to determine whether to accelerate the vesting of such Options, cancel such Options with or without payment and determine how long, if at all, such Options may remain outstanding following the Termination Date, provided, however, that in no event shall such Options be exercisable for more than 12 months after the Termination Date; and; (v) in all other cases where a Participant ceases to be eligible under the Omnibus Plan, including a termination without cause or a voluntary resignation, unless otherwise determined by the Board, all unvested Options shall automatically and immediately expire and be forfeited as of the Termination Date, and all vested Options will continue to be subject to the Omnibus Plan and be exercisable for a period of 90 days after the Termination Date.

RSUs

Subject to the terms and conditions of the Omnibus Plan, the Board may grant RSUs to Participants in such amounts and upon such terms (including time-based restrictions on vesting, restrictions under applicable laws or under the requirements of the Exchange) as the Board shall determine.

No RSU may vest before one (1) year following the date it is granted or issued. The vesting of RSUs may be accelerated in limited circumstances, in the case of the death of a Participant or upon a RSU holder ceasing to be an eligible participant under the Omnibus Plan in connection with a Change of Control, take-over bid, reverse take-over or other similar transaction.

Unless otherwise specified in an Award agreement granting RSUs, RSUs shall vest at the discretion of the Board, subject to the policies of the Exchange, provided that, and subject to the Board's discretion: (i) upon a Participant's termination for cause, all RSUs, whether vested (if not yet paid out) or not as at the Termination Date will automatically and immediately expire and be forfeited; (ii) upon the death of a Participant, all unvested RSUs as at the Termination Date shall automatically and immediately vest and be paid out; (iii) in the case of the disability of a Participant, all RSUs shall remain and continue to vest in accordance with the terms of the Omnibus Plan for a period of 12 months after the Termination Date, provided that any RSUs that have not been vested within 12 months after the

Termination Date shall automatically and immediately expire and be forfeited on such date; (iv) in the case of the retirement of a Participant, the Board shall have discretion, with respect to such RSUs, to determine whether to cancel such RSUs with or without payment and determine how long, if at all, such RSUs may remain outstanding following the Termination Date, provided, however, that in no event shall such RSUs be exercisable for more than 12 months after the Termination Date; and (v) in all other cases where a Participant ceases to be eligible under the Omnibus Plan, including a termination without cause or a voluntary resignation, unless otherwise determined by the Board, all unvested RSUs shall automatically and immediately expire and be forfeited as of the Termination Date, and all vested RSUs will be paid out in accordance with the Omnibus Plan.

When and if RSUs become payable, the Participant issued such RSUs shall be entitled to receive payment from the Company in settlement of such RSU: (i) in a number of Shares (issued from treasury) equal to the number of RSUs being settled, (ii) in a cash equivalent amount or (iii) subject to the prior approval of the Exchange, in any other form, all as determined by the Board. The Board's determination regarding the form of payout shall be set forth or reserved for later determination in the Award agreement for the grant of the RSUs.

Participants holding RSUs may, if the Board so determines, be credited with dividends paid with respect of the underlying Shares or dividend equivalents while they are so held in a manner determined by the Board in its sole discretion; provided that in the event that the Company does not have a sufficient number of Shares available to settle RSUs in Shares or where the issuance of Shares would result in breaching a limit on grants or issuances set out in the Omnibus Plan, such RSUs may be settled in cash.

DSUs

Subject to the terms and conditions of the Omnibus Plan, the Board may grant DSUs to Participants in such amounts and upon such terms (including the requirement that Participants pay a stipulated purchase price for each DSU, restrictions based upon the achievement of specific performance criteria, time-based restrictions, restrictions under applicable laws or under the requirements of the Exchange, or holding or sale restrictions placed on the Shares by the Company upon vesting of such DSUs) as the Board shall determine.

When and if DSUs become payable, the Participant issued such DSUs shall be entitled to receive payment from the Company in settlement of such DSUs: (i) in a number of Shares (issued from treasury) equal to the number of DSUs being settled, (ii) in a cash equivalent amount or (iii) subject to the prior acceptance of the Exchange, in any other form, all as determined by the Board at its sole discretion. The Board's determination regarding the form of payout shall be set forth or reserved for later determination in the Award Agreement for the grant of the DSUs.

The extent to which a Participant shall have the right to retain DSUs following termination of the Participant's employment or other relationship with the Company, shall be set out in each DSU award agreement and determined in the sole discretion of the Board, and need not be uniform among all DSUs issued pursuant to the Omnibus Plan, and may reflect distinctions based on the reasons for termination, provided that the provisions shall comply with the applicable rules of the Exchange.

No DSU may vest before one (1) year following the date it is granted or issued. The vesting of DSUs may be accelerated in limited circumstances, in the case of the death of a Participant or upon a Participant ceasing to be an eligible participant under the Omnibus Plan in connection with a Change of Control, take-over bid, reverse take-over or other similar transaction, provided, however, that in the event that a Participant ceases to be an eligible Participant under the Omnibus Plan, no DSU granted to that Participant shall remain outstanding for a period of more than 12 months following the Termination Date, provided that any DSUs that have not been settled within 12 months after the Termination Date shall automatically and immediately expire and be forfeited on such date.

Participants holding DSUs may, if the Board so determines, be credited with dividends paid with respect of the underlying Shares or dividend equivalents while they are so held in a manner determined by the Board in its sole discretion; provided that in the event that the Company does not have a sufficient number of Shares available to settle DSUs in Shares or where the issuance of Shares would result in breaching a limit on grants or issuances set out in the Omnibus Plan, such DSUs may be settled in cash.

Performance Awards

Subject to the terms and conditions of the Omnibus Plan, the Board may grant PSUs to Participants in such amounts and upon such terms (including the performance criteria applicable to such PSUs) as the Board shall determine. Each PSU shall have an initial value equal to the fair market value of a Share on the date of grant. After the applicable performance period has ended, the holder of a PSU shall be entitled to receive payout on the value and number of PSUs, determined as a function of the extent to which the corresponding performance criteria have been achieved.

Subject to the terms of the Omnibus Plan, the Board, in its sole discretion, may pay earned PSUs either in the form of a number of Shares issued from treasury equal to the number of earned PSUs at the end of the applicable performance period. Any Shares may be granted subject to any restrictions deemed appropriate by the Board. The Board may, in its discretion, settle some or all earned PSUs in cash.

Participants holding PSUs may, if the Board so determines, be credited with dividends paid with respect of the underlying Shares or dividend equivalents while they are so held in a manner determined by the Board in its sole discretion; provided that in the event that the Company does not have a sufficient number of Shares available to settle PSUs in Shares or where the issuance of Shares would result in breaching a limit on grants or issuances set out in the Omnibus Plan, such PSUs may be settled in cash.

The extent to which a Participant shall have the right to retain PSUs following termination of the Participant's employment or other relationship with the Company, shall be set out in each PSU award agreement and determined in the sole discretion of the Board, and need not be uniform among all PSUs issued pursuant to the Omnibus Plan, and may reflect distinctions based on the reasons for termination, provided that the provisions shall comply with the applicable rules of the Exchange.

No PSU may vest before one (1) year following the date it is granted or issued. The vesting of PSUs may be accelerated in limited circumstances, in the case of the death of a Participant or upon a Participant ceasing to be an eligible participant under the Omnibus Plan in connection with a Change of Control, take-over bid, reverse take-over or other similar transaction, provided, however, that in the event that a Participant ceases to be an eligible Participant under the Omnibus Plan, no PSU granted to that Participant shall remain outstanding for a period of more than 12 months following the Termination Date, provided that any PSUs that have not been settled within 12 months after the Termination Date shall automatically and immediately expire and be forfeited on such date.

Participants who are retained to provide Investor Relations Activities cannot receive any security-based compensation other than Options.

At the Meeting, the Board will seek Shareholder approval of the Omnibus Plan. The Omnibus Plan replaces the Option Plan, last approved by Shareholders at the Company's annual general meeting held on December 14, 2022.

The summary of the key terms of the Omnibus Plan set out above is not complete and is qualified in its entirety by reference to the Omnibus Plan, a copy of which is attached as Schedule "B" to this Information Circular and filed under the Company's SEDAR+ profile at www.sedarplus.ca. The Omnibus Plan will also be available for inspection at the Meeting.

Resolution for Shareholder Approval of Omnibus Plan

Accordingly, the Company is asking shareholders to indicate their support for the ratification and approval of the Omnibus Plan as described in this Information Circular by voting "FOR" the following resolution at the Meeting:

"RESOLVED that the Company's Omnibus Plan, dated for reference October 25, 2023 and substantially in the form attached as Schedule "B" to the Company's Information Circular dated November 9, 2023, be and is hereby ratified and approved, subject to the approval of the TSX Venture Exchange, until the next annual general meeting of shareholders."

In the absence of a contrary instruction, the persons named in the enclosed form of Proxy intend to vote in favour of the above ordinary resolution.

A copy of the Omnibus Plan will be available for inspection at the Meeting.

5. OTHER MATTERS TO BE ACTED ON

Management knows of no amendment, variation or other matter to come before the Meeting. However, if any other matter properly comes before the Meeting, the form of Proxy and VIF furnished by the Company confer discretion on the persons authorized in the form of Proxy or VIF to vote on the matter as they see fit.

STATEMENT OF EXECUTIVE COMPENSATION

General

The following compensation information is provided as required under Form 51-102F6V *Statement of Executive Compensation – Venture Issuers*, as such term is defined in National Instrument 51-102 *Continuous Disclosure Obligations*.

For the purposes of this Statement of Executive Compensation:

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

“**NEO**” or “**named executive officer**” means each of the following individuals:

- (a) each individual who, in respect of the company, during any part of the most recently completed financial year, served as CEO, including an individual performing functions similar to a CEO;
- (b) each individual who, in respect of the company, during any part of the most recently completed financial year, served as CFO, including an individual performing functions similar to a CFO;
- (c) 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, as determined in accordance with subsection 1.3(5), for that financial year;
- (d) each individual who would be a named executive officer under paragraph (c) but for the fact that the individual was not an executive officer of the company, requirements and was not acting in a similar capacity, at the end of that financial year.

During the financial year ended June 30, 2023, the NEOs of the Company were Barry O’Shea (CFO) and Denis Miville-Deschênes (former President, CEO and a director). The directors of the Company who were not NEOs during the financial year ended June 30, 2023 were Jonathan Cherry, Caroline Donally, Iain Farmer, Stephen Hicks (chair), Melanie Miller, David Tennant and Jo Mark Zurel.

Director and Named Executive Officer Compensation

The following table of executive compensation, excluding options and compensation securities, discloses compensation paid by the Company to NEOs and directors for each of the two most recently completed financial years. Stock Options and other compensation securities granted or issued to NEOs and directors during the most recently completed financial year are set out under the heading “*Stock Options and Other Compensation Securities*” below.

Table of Compensation excluding Compensation Securities							
Name and Position	Financial Year ended June 30	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Barry O’Shea ⁽¹⁾ CFO and Interim CEO	2023	300,000	240,000	Nil	Nil	Nil	540,000
	2022	106,250	67,560	Nil	Nil	Nil	173,810
Denis Miville-Deschênes ⁽²⁾ Former President, CEO and Director	2023	350,000	210,000	Nil	Nil	Nil ⁽³⁾	560,000
	2022	304,167	310,000	Nil	Nil	Nil	614,167
Jonathan Cherry ⁽⁴⁾ Director	2023	40,000	Nil	5,000	Nil	Nil	45,000
	2022	21,667	Nil	2,708	Nil	Nil	24,375
Caroline Donally ⁽⁴⁾ Director	2023	40,000	Nil	7,500	Nil	Nil	47,500
	2022	21,667	Nil	4,063	Nil	Nil	25,729

Table of Compensation excluding Compensation Securities							
Name and Position	Financial Year ended June 30	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Iain Farmer ⁽⁴⁾ Director	2023	40,000	Nil	Nil	Nil	Nil	40,000
	2022	21,667	Nil	Nil	Nil	Nil	21,667
Stephen Hicks ⁽⁵⁾ Director and Chairman of the Board	2023	40,000	Nil	5,000	Nil	Nil	45,000
	2022	21,667	Nil	Nil	Nil	Nil	21,667
Melanie Miller ⁽⁴⁾ Director	2023	40,000	Nil	Nil	Nil	Nil	40,000
	2022	21,667	Nil	Nil	Nil	Nil	21,667
David Tennant ⁽⁴⁾ Director	2023	40,000	Nil	7,500	Nil	Nil	47,500
	2022	21,667	Nil	4,063	Nil	Nil	25,729
Jo Mark Zurel ⁽⁶⁾ Director and Former Chairman of the Board	2023	40,000	Nil	5,000	Nil	Nil	45,000
	2022	40,000	Nil	10,000	Nil	Nil	50,000
Jean Desrosiers ⁽⁷⁾ Former Director	2023	Nil	Nil	Nil	Nil	Nil	Nil
	2022	8,125	Nil	Nil	Nil	Nil	8,125
David A. Fennell ⁽⁸⁾ Former Executive Chairman	2023	Nil	Nil	Nil	Nil	Nil	Nil
	2022	267,985 ⁽⁹⁾	Nil	Nil	Nil	356,790 ⁽⁹⁾⁽¹⁰⁾	624,775 ⁽⁹⁾
John L. Johnson ⁽¹¹⁾ Former Director	2023	Nil	Nil	Nil	Nil	Nil	Nil
	2022	Nil	Nil	Nil	Nil	Nil	Nil
Alain Krushnisky ⁽¹²⁾ Former CFO	2023	Nil	Nil	Nil	Nil	Nil	Nil
	2022	63,750	50,000	Nil	Nil	150,000 ⁽¹⁰⁾	263,750

Notes:

- (1) Mr. O'Shea has been the Company's CFO since February 14, 2022 and the Interim CEO since October 11, 2023.
- (2) Mr. Miville-Deschênes was the Company's President, CEO and a director from February 22, 2017 to October 11, 2023.
- (3) Mr. Miville-Deschênes was terminated effective October 11, 2023. Per his employment agreement, he will receive a severance of \$500,000, to be paid in November 2023.
- (4) Messrs. Cherry, Farmer and Tennant and Mmes. Donally and Miller became directors of the Company on December 16, 2021.
- (5) Mr. Hicks has been a director of the Company since December 16, 2021 and Chairman of the Board since December 14, 2022.
- (6) Mr. Zurel has been a director of the Company since October 11, 2012 and was Chairman of the Board from December 16, 2021 to December 14, 2022.
- (7) Mr. Desrosiers was a director from October 26, 2017 to December 16, 2021.
- (8) Mr. Fennell was the Company's Executive Chairman from October 11, 2012 to August 31, 2021 and a director from October 11, 2012 to December 16, 2021.
- (9) These amounts represent the equivalent in Canadian dollars calculated on a monthly basis, based on the Bank of Canada monthly exchange rate. The average of the monthly exchange rates used is C\$1.2651: US\$1.00 in 2022 and C\$1.28: US\$1.00 in 2021.
- (10) Represents severance paid during fiscal 2022.
- (11) Mr. Johnson was a director of the Company from October 11, 2016 to December 16, 2021.
- (12) Mr. Krushnisky was CFO from June 7, 2012 to February 14, 2022.

Stock Options and Other Compensation Securities

The following table sets forth incentive stock options (option-based awards) pursuant to the Company's Option Plan that were outstanding to NEOs and directors of the Company who were not NEOs during the financial year ended June 30, 2023.

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 M/D/Y	Issue, conversion or exercise price (\$)	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end (\$)	Expiry Date M/D/Y
Denis Miville-Deschênes Former President, CEO & Director	Options	4,000,000 0.54%	02/24/2022	0.15	0.15	0.105	02/24/2027
	Options	2,800,000 0.38%	07/25/2022	0.095	0.095	0.095	02/25/2029
Barry O'Shea CFO and Interim CEO	Options	2,500,000 0.34%	02/24/2022	0.15	0.15	0.105	02/24/2027
	Options	1,800,000 0.24%	07/25/2022	0.095	0.095	0.095	02/25/2029
Jonathan Cherry Director	Options	500,000 0.07%	12/16/2021	0.11	0.105	0.105	12/16/2026
	Options	1,200,000 0.16%	07/25/2022	0.095	0.095	0.095	02/25/2029
Caroline Donally Director	Options	500,000 0.07%	12/16/2021	0.11	0.105	0.105	12/16/2026
	Options	1,200,000 0.16%	07/25/2022	0.095	0.095	0.095	02/25/2029
Iain Farmer Director	Options	500,000 0.07%	12/16/2021	0.11	0.105	0.105	12/16/2026
	Options	1,200,000 0.16%	07/25/2022	0.095	0.095	0.095	02/25/2029
Stephen Hicks Director and Chairman of the Board	Options	500,000 0.07%	12/16/2021	0.11	0.105	0.105	12/16/2026
	Options	1,200,000 0.16%	07/25/2022	0.095	0.095	0.095	02/25/2029
Melanie Miller Director	Options	500,000 0.07%	12/16/2021	0.11	0.105	0.105	12/16/2026
	Options	1,200,000 0.16%	07/25/2022	0.095	0.095	0.095	02/25/2029
David Tennant Director	Options	500,000 0.07%	12/16/2021	0.11	0.105	0.105	12/16/2026
	Options	1,200,000 0.16%	07/25/2022	0.095	0.095	0.095	02/25/2029
Jo Mark Zurel Director and Former Chairman of the Board	Options	500,000 0.07%	12/16/2021	0.11	0.105	0.105	12/16/2026
	Options	1,500,000 0.20%	07/25/2022	0.095	0.095	0.095	02/25/2029

Exercise of Compensation Securities by Directors and NEOs

There were no compensation securities exercised by NEOs and directors of the Company during the financial year ended June 30, 2023.

Employment, Consulting and Management Agreements

Denis Miville-Deschênes, the Company's former President, CEO and director, provided services to the Company under an employment agreement, the terms of which were approved by the Board upon recommendation of the Governance and Human Resources Committee. Mr. Miville-Deschênes's annual base salary was \$350,000. Mr. Miville-Deschênes was entitled to receive a performance bonus of up to 60% of his annual base salary, subject to an up to two times multiplier, based on the achievement of corporate and individual objectives, which may be determined by the Board in its sole discretion. Should the employment of Mr. Miville-Deschênes be terminated without cause or as a result of a change of control, he would be entitled to receive a lump sum payment of \$500,000. Effective October 11, 2023, Mr. Miville-Deschênes was terminated as President and CEO and resigned as a director of the Company.

Barry O'Shea, the Company's CFO, provides his services to the Company under an employment agreement, the terms of which were approved by the Board upon recommendation of the Governance and Human Resources Committee. Mr. O'Shea's annual base salary is \$300,000. Mr. O'Shea is entitled to receive a performance bonus of up to 60% of his annual base salary, subject to an up to two times multiplier, based on the achievement of corporate and individual objectives, which may be determined by the Board in its sole discretion. Should the employment of Mr. O'Shea be terminated without cause, Mr. O'Shea would be entitled to receive a lump sum payment equal to his annual base salary, plus the greater of bonus actually paid during the prior year, and the maximum bonus to which he would be entitled. In the event of termination following a change of control, Mr. O'Shea would be entitled to a lump sum payment equal to two times his annual base salary plus the greater of bonus actually paid during the prior year, and the maximum bonus to which he would be entitled.

Oversight and Description of Director and NEO Compensation

As set out under the "*Corporate Governance Practices*" section below, the Company has a Governance and Human Resources Committee which, among other matters, is responsible for assisting and making recommendations to the Board with respect to executive compensation and overall compensation strategy for the NEOs in line with the responsibilities and risks of public companies. The Governance and Human Resources Committee is composed of four (4) directors: Jonathan Cherry, Caroline Donally, Melanie Miller and David Tennant (chair), all of whom are independent, as defined in applicable securities laws (see "*Corporate Governance Practices – Composition of the Board of Directors*" below). The Governance and Human Resources Committee retained the Bedford Consulting Group Inc. ("**Bedford**") to conduct a review of compensation as it relates to the CEO, CFO and Directors.

Compensation Objectives and Elements of NEOs Compensation

The Company's approach is to compensate its NEOs appropriately and to provide long-term incentive compensation in line with the interest of the Shareholders and the best interests of the Company, taking into account a variety of considerations, including the Company's performance and its financial circumstances, the executive's scope of responsibilities, competencies and contribution to the Company's performance, risks associated with the Company's compensation policies and practices, and any other relevant factors. With the assistance of Bedford, the Company has developed a benchmark group consisting of Adventus Mining, Ascot Resources, Bear Creek Mining, Bluestone Resources, Excelsior Mining, First Mining, Integra Resources, Perpetua Resources, Rio2 Limited and Troilus Gold, which it will apply for its 2024 compensation strategy.

Executive compensation may be comprised of three (3) elements: salary or fees, bonuses, and stock options or other compensation securities. Salaries, fees and bonuses are intended to provide base compensation and a short-term incentive to meet the Company's goals, as well as to remain competitive within the industry. The Board, on recommendation of the Governance and Human Resources Committee, has discretion to grant bonuses to executive officers from time to time, subject to the employment agreement with each executive officer. In determining bonuses for the 2023 financial year, the Governance and Human Resources Committee considered

performance measures related to health and safety targets, execution on key technical studies, expenditure relative to budget, and capital raise targets.

- Mr. Miville-Deschênes was paid a bonus of \$210,000, equal to 60% of his annual base salary.
- Mr. O’Shea was paid a bonus of \$240,000, equal to 60% of his annual base salary plus the up to two times multiplier.

Given the Company’s current size and stage of development, the only form of long-term incentive plan that the Company has adopted is its Option Plan. Stock options form an important part of the Company’s long-term incentive strategy for its executive officers, permitting them to participate in any appreciation of the market value of the Shares over a stated period. Option grants are intended to reinforce the recipients’ commitment to the long-term development and success of the Company, and to reward overall corporate performance, as measured through the price of the Shares. The Company considers the grant of stock options to its executive officers to be a method of compensation that helps to attract and retain qualified personnel. In determining the size and vesting conditions of option grants to executive officers, the Governance and Human Resources Committee considers several factors, including prior grants, the expected contributions of the executive officers to the Company’s future success, the number of Shares issued and outstanding as well as the trading price of the Shares. Generally, stock options granted by the Company will vest over two (2) years: one third (1/3) on the grant date and one third (1/3) on the first and second anniversary of the grant date. The Company’s senior management usually presents recommendations to the Governance and Human Resources Committee on the grant of options.

Director compensation

Non-executive director compensation is set by the full Board. Directors are paid an annual fee of \$40,000 and committee Chairs are paid additional fees ranging between \$7,500 and \$5,000. The Company believes that the compensation paid to directors remains below that of its peer group but is commensurate with the current financial resources and commitments of the Company.

EQUITY COMPENSATION PLAN INFORMATION

The following table sets forth details of all equity compensation plans of the Company as at June 30, 2023. The only equity compensation plan that the Company has adopted is the Option Plan.

Plan Category	Number of securities to be issued upon exercise of outstanding options	Weighted-average exercise price of outstanding options	Number of securities remaining available for future issuance under equity compensation plans⁽¹⁾
Equity compensation plans approved by securityholders	23,300,000	\$0.12	50,336,361
Equity compensation plans not approved by securityholders	N/A	N/A	N/A
Total	23,300,000	\$0.12	50,336,361

(1) The maximum number of Shares issuable under the Option Plan is limited to 10% of the total number of Shares outstanding from time to time. The figures in this column are based upon 736,363,619 Shares issued and outstanding at June 30, 2023.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

As of the date of this Circular, no current or former director, executive officer or employee of the Company or any of its subsidiaries is indebted to the Company or any of its subsidiaries in relation to a purchase of securities or otherwise, or to another entity where the indebtedness is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

To the knowledge of management of the Company, no informed person (a director, officer or holder of 10% or more of the Shares) or nominee for election as a director of the Company or any associate or affiliate of any informed person or proposed director had any interest in any transaction which has materially affected or would materially affect the Company or any of its subsidiaries during the

financial year ended June 30, 2023, or has any interest in any material transaction during fiscal 2023 other than as disclosed in Note 14–*Related Party Transactions* in the annual financial statements for the financial year ended June 30, 2023.

MANAGEMENT CONTRACTS

No management functions of the Company or any of its subsidiaries are to any substantial degree performed other than by the directors or executive officers of the Company or its subsidiary.

CORPORATE GOVERNANCE PRACTICES

Canadian securities regulatory policy as reflected in National Instrument 58-101 *Disclosure of Corporate Governance Practices* (“**NI 58-101**”) requires that TSXV-listed companies must disclose on an annual basis their approach to corporate governance. National Policy 58-201 *Corporate Governance Guidelines* (“**NP 58-201**”) provides regulatory staff guidance on preferred governance practices, although the guidelines are not prescriptive, other than for audit committees. The Company’s approach to corporate governance in the context of NI 58-101 and NP 58-201 (together, the “**Policies**”) as well as its compliance with the mandatory rules relating to audit committees is set out below.

Composition of the Board of Directors

The Policies require that the board of directors of a listed issuer determine and disclose the status of each director as independent or not, based on each director’s interest in or other relationship with the issuer. Under the Policies, the applicable definition of independence is that contained in National Instrument 52-110 *Audit Committees* (“**NI 51-110**”), under which a director is “independent” where he or she “has no direct or indirect material relationship” with the issuer. A “material relationship” is a relationship which could, in the view of the issuer’s board of directors, be reasonably expected to interfere with the exercise of a member’s independent judgement.

The Board is currently composed of seven (7) directors of whom six (6) are considered “independent” directors. These are Jonathan Cherry, Caroline Donally, Stephen Hicks (chair), Melanie Miller, David Tennant and Jo Mark Zurel. The non-independent director is Iain Farmer due to the material relationship between the Company and Osisko, of which Mr. Farmer is Vice-President of Corporate Development. The independent directors met regularly during fiscal 2023 without the presence of the non-independent director and management and can otherwise communicate as they deem necessary.

The following table sets forth the current directors and director nominees who are presently a director of any other issuer that is a reporting issuer (or the equivalent) in a Canadian or a foreign jurisdiction.

Directors	Other Reporting Issuers	Exchange
Jonathan Cherry	PolyMet Mining Corp.	TSX/AMEX
Caroline Donally	Major Drilling Group International Inc.	TSX
Melanie R. Miller	Seabridge Gold Inc.	TSX/NYSE
Jo Mark Zurel	Major Drilling Group International Inc. Fortis Inc.	TSX TSX/NYSE

Orientation and Continuing Education

While the Company does not have formal orientation and training programs, new directors will be provided with information designed to familiarize them with the Company’s projects, strategic plans, significant financial, accounting and risk management issues, its compliance programs, its principal officers, independent auditors and outside legal advisors.

Members of the Board are encouraged to: communicate with management, auditors and technical consultants; keep themselves current with industry trends and developments and changes in legislation with management’s assistance; and attend related industry seminars and visit the Company’s operations when they are able. Members of the Board have full access to the Company’s records.

Ethical Business Conduct

The Board has adopted a written code of business conduct and ethics and a whistleblower policy for its directors, officers, employees, and contractors (the “Code”), which can be viewed on the Company’s website at www.highlandcopper.com and on SEDAR+ at www.sedarplus.ca. The Board is responsible for monitoring compliance with the Code. There are also potential conflicts of interest to which some of the directors and officers will be subject with respect to the operations of the Company. Certain of the directors and/or officers have significant shareholdings in other companies and serve as directors and/or officers of other reporting and non-reporting issuers. Any conflicts of interest will be subject to and governed by the law applicable to directors’ and officers’ conflicts of interest, including the procedures prescribed by the BCA and the Code.

Nomination of Directors

The Board has not established a nominating committee. In circumstances where the Company needs to nominate new directors, current directors will present candidates to the Board for consideration and potential nomination as a director and may use a search consultant.

Governance and Human Resources Committee

The Governance and Human Resource Committee’s mandate is to assist and make recommendations to the Board with respect to executive compensation and overall compensation strategy for the officers. The Governance and Human Resources Committee is responsible for reviewing and recommending senior executive officers’ corporate goals and objectives, assessing their performance against those goals and objectives, and based on that, making recommendations for executive’s compensation taking into consideration what is being paid by companies of similar size and stage of development, as well as the Company’s financial resources and performance. The Governance and Human Resources Committee is also responsible to oversee corporate governance matters, succession planning and for administering and interpreting the Option Plan and reviewing directors’ compensation. New members will be appointed following the Meeting based on the skills and experience of the directors elected.

Safety, Environment and Social Responsibility Committee

The Safety, Environment and Social Responsibility Committee is currently comprised of Jonathan Cherry (chair), Iain Farmer and Melanie Miller. The committee members were appointed by the Board to assist in fulfilling its responsibilities related to environment, health and safety matters concerning the Company and its wholly-owned subsidiary Keweenaw Copper Co.

Other Board Committees

There are no other committees other than the Audit Committee, Governance and Human Resources Committee and Safety, Environment and Social Responsibility Committee.

Record of Attendance

During the financial year ended June 30, 2023, there were 13 meetings of the Board of Directors, and all members were present in person, by telephone or by videoconference at each meeting with the exception of David Tennant (missed 2 meetings), Caroline Donally (missed 2 meetings), and Stephen Hicks (missed 1 meeting). The Audit Committee held 4 meetings during the same period and all members were in attendance with the exception of David Tennant (missed 1 meeting).

Assessments

The Governance and Human Resources Committee is responsible for developing and instituting a plan to measure the effectiveness of the Board as a whole, the committees of the Board, and individual Board members.

AUDIT COMMITTEE

National Instrument 52-110 *Audit Committees* (“NI 52-110”) requires the Company as a ‘venture issuer’ to disclose annually in its information circular the following information concerning the audit committee and its relationship with its independent auditors.

Audit Committee Charter

The audit committee is governed by its charter, which is attached to this Circular as Schedule “A”.

Composition of the Audit Committee

A member of the audit committee is independent if the member has no direct or indirect material relationship with the Company. A material relationship means a relationship which could, in the view of an issuer's board of directors, reasonably interfere with the exercise of a member's independent judgment, or is one of the relationships that is deemed material, as set out above under "Composition of the Board of Directors". A member of the audit committee is considered financially literate if he or she has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company's financial statements.

The current members of the Audit Committee are Caroline Donally (chair), Iain Farmer, David Tennant, and Jo Mark Zurel. All members of the Audit Committee are financially literate and independent.

Relevant Education and Experience

Caroline Donally is a Chartered Accountant with a Bachelor of Commerce (Accounting) degree from the University of the Witwatersrand and a Bachelor of Accounting Science (Honours) from the University of South Africa.

Iain Farmer has been Vice President, Corporate Development of Osisko since February 2020. From March 2016 to February 2020, he was Osisko's director of evaluations where his responsibilities included financial and technical evaluation of investments as well as origination and execution of transactions. Prior to joining Osisko, Mr. Farmer worked in equity research covering the mining sector. Mr. Farmer holds a bachelor's and a master's degree in mining engineering from McGill University as well as an MBA from Concordia University's Goodman School of Investment Management, and he has been a CFA Charterholder since 2016.

David Tennant practices corporate law and advises clients on general corporate and commercial matters, among others. He holds a Bachelor of Mathematics from the University of Waterloo and a joint Law degree and MBA from the University of Western Ontario.

Jo Mark Zurel has served on the boards of several public companies and recently completed a 9-year term on the board of the Canada Pension Plan Investment Board. From 1998 to 2006, Mr. Zurel was Senior Vice President and Chief Financial Officer of CHC Helicopter Corporation. He holds a Bachelor of Commerce from Dalhousie University, is a Fellow of the Association of the Chartered Professional Accountants of Newfoundland and Labrador, and has been granted the ICD.D designation by the Institute of Corporate Directors.

Audit Committee Oversight

Since the commencement of the most recently completed financial year, the Audit Committee has not made any recommendations to the Board to nominate or compensate any external auditor that has not been adopted by the Board.

Reliance on Certain Exemptions

At no time since the commencement of the most recently completed financial year has the Company relied on an exemption under section 2.4 of NI 52-110 (*De Minimis* Non-audit Services) or from the application of NI 52-110, in whole or in part, granted under Part 8 (Exemptions) of NI 52-110.

Pre-Approval Policies and Procedures

The Audit Committee charter requires the Committee to pre-approve all audit and non-audit services not prohibited by law to be provided by the independent auditors.

External Auditor Service Fees (by category)

The aggregate fees billed by the Company's external auditors in each of the last two financial years are as follows:

Financial Year Ending June 30	Audit Fees ⁽¹⁾	Audit Related Fees ⁽²⁾	Tax Fees ⁽³⁾	All Other Fees ⁽⁴⁾
2023	\$65,000	-	\$21,225	-
2022	\$61,525	-	\$25,680	-

(1) Audit fees are fees billed by the Company's external auditor for services provided in auditing the annual financial statements.

- (2) Audit-related fees are fees billed for assurance and related services by the Company's external auditor that are reasonably related to the performance of the audit or review of the Company's financial statements.
- (3) Tax fees are fees billed by the external auditor for tax compliance, tax advice and planning.
- (4) All other fees are fees billed by the external auditor for products and services not included in the categories described above.

Venture Issuers Exemption

The Company is relying on the exemptions in section 6.1 of NI 52-110, which provide that the Company, as a venture issuer, is not required to comply with Part 5 (reporting obligations).

APPROVAL OF DIRECTORS

This Circular has been approved by the Board of Directors of the Company.

ADDITIONAL INFORMATION

Additional information about the Company is available under the Company's profile on SEDAR+ at www.sedarplus.ca. Financial information is provided in the Company's audited consolidated financial statements, the report of the auditor, and management's discussion and analysis for the year ended June 30, 2023 (the "**Financial Statements**"). Shareholders may obtain copies of the Financial Statements upon request to the Company's Corporate Secretary at 1500 – 1055 West Georgia Street, Vancouver, British Columbia, V6E 4N7 or by email at info@highlandcopper.com or on the Company's website at www.highlandcopper.com.

DATED this 9th day of November, 2023.

BY ORDER OF THE BOARD

"Barry O'Shea"
Interim CEO and CFO

SCHEDULE "A"

HIGHLAND COPPER COMPANY INC.

Charter of the Audit Committee

This charter shall govern the activities of the audit committee (the "**Committee**") of the board of directors (the "**Board**") of Highland Copper Company Inc. (the "**Corporation**").

Mandate

The purpose of the Committee is to provide assistance to the Board in fulfilling its stewardship responsibility for the Corporation with respect to the quality and the integrity of the Corporation's financial reporting practices, the qualifications and independence of the independent auditors of the Corporation (the "**Independent Auditors**") and the audit process. In so doing, it is the responsibility of the Committee to facilitate and promote free and open communication between the directors of the Corporation, the Independent Auditors and the financial management of the Corporation.

The function of the Committee is one of oversight. Management is responsible for the preparation, presentation and integrity of the Corporation's financial statements and for the appropriateness of the accounting principles and reporting policies that are used by the Corporation. The Independent Auditors are responsible for auditing the Corporation's annual financial statements.

Composition

1. The Committee must be composed of a minimum of three directors of the Corporation, the majority of whom are independent (as defined by applicable laws, regulations, rules and policies).
2. Each member of the Committee shall be financially literate and at least one member shall have expertise in financial reporting.
3. The members of the Committee will be appointed by the Board annually at the first meeting of the Board following the annual meeting of the shareholders to serve until the next annual meeting of shareholders or until their successors are duly appointed.
4. The Board shall designate one member to act as chair of the Committee (the "**Chair**") or, if it fails to do so, the members of the Committee shall appoint the Chair among its members.

Meetings

5. The Committee shall meet at least quarterly, with the authority to convene additional meetings as circumstances require. A majority of the members of the Committee shall constitute a quorum.
6. The Committee shall, when appropriate, hold in camera sessions without management present.
7. The Committee shall keep minutes of its meetings which shall be available for review by the Board. The Committee may appoint any person who need not be a member, to act as the secretary at any meeting. The Committee may invite such officers, directors and employees of the Corporation and such other advisors and persons as it may see fit, from time to time, to attend at meetings of the Committee.
8. The Committee shall report its determinations to the Board at the next scheduled meeting of the Board, or earlier if the Committee deems necessary.

Responsibilities

Financial Accounting, Internal Controls and Reporting Process

9. The Committee is responsible for:
 - (a) oversight of internal controls over financial reporting of the Corporation;
 - (b) reviewing and reporting to the Board on the quarterly and annual financial statements and management's discussion and analysis ("MD&A");
 - (c) satisfying itself that the audit function has been effectively carried out;
 - (d) discussing and meeting with, when it deems appropriate to do so and no less frequently than annually, the Independent Auditors, the Chief Financial Officer ("CFO") and any other member of management it wishes to, to review accounting principles, practices, judgments of management, internal controls and such other matters as the Committee deems appropriate;
 - (e) reviewing any post-audit or management letter containing the recommendations of the Independent Auditors and management's response and subsequent follow-up to any identified weaknesses; and
 - (f) reviewing accounting and financial human resources succession planning within the Corporation.

Public Disclosure

10. The Committee shall:
 - (a) review the annual and interim financial statements and related MD&A, news releases that contain significant financial information that has not previously been released to the public, and any other public disclosure documents that are required to be reviewed by the Committee under any applicable laws and satisfy itself that the documents do not contain any untrue statement of material fact or omit to state a material fact required to be stated or that is necessary to make a statement not misleading in light of the circumstances under which it was made before the Corporation publicly discloses this information; and
 - (b) satisfy itself that adequate procedures are in place for the review of the Corporation's public disclosure of financial information extracted or derived from the Corporation's financial statements and periodically assess the adequacy of these procedures.

Risk Management

11. The Committee shall inquire of management and the Independent Auditors about significant risks or exposures, both internal and external, to which the Corporation may be subject, and assess the steps management has taken to minimize such risks. In conjunction with the Governance and Human Resources Committee of the Board, annually review the directors' and officers' third-party liability insurance of the Corporation.

Independent Auditors

12. The Committee shall be responsible for recommending to the Board, for appointment by shareholders, a firm of external auditors to act as Independent Auditors and for monitoring the independence and performance of the Independent Auditors, including attending at private meetings with the Independent Auditors and reviewing and approving their remuneration.
13. The Committee shall be responsible for resolving disagreements between management and the Independent Auditors regarding financial reporting.
14. The Committee shall pre-approve all audit and non-audit services not prohibited by law to be provided by the Independent Auditors.

15. The Committee shall review the Independent Auditor's audit plan, including scope, procedures and timing of the audit.
16. The Committee shall review the results of the annual audit with the Independent Auditors, including matters related to the conduct of the audit.
17. The Committee shall obtain reports from the Independent Auditors (either orally or in writing) describing critical accounting policies and practices, alternative treatments of information within IFRS that were discussed with management, their ramifications, and the Independent Auditors' preferred treatment and material written communications between the Corporation and the Independent Auditors.
18. The Committee shall review fees paid by the Corporation to the Independent Auditors and other professionals in respect of audit and non-audit services on an annual basis.
19. The Committee shall monitor and assess the relationship between management and the Independent Auditors, and monitor the independence and objectivity of the Independent Auditors.

Corporate Conduct

20. The Committee shall ensure that there is an appropriate standard of corporate conduct including a corporate code of ethics.
21. The Committee shall establish procedures for:
 - (a) the receipt, retention and treatment of complaints received by the Corporation regarding accounting, internal accounting controls or auditing matters; and
 - (b) the confidential, anonymous submission by employees of the Corporation of concerns regarding questionable accounting or control related matters.
22. The Committee shall oversee the Company's compliance and reporting process under the *Extractive Sector Transparency Measures Act*.

Other Responsibilities

23. The Committee shall review and assess the adequacy of this mandate from time to time and at least annually and submit any proposed revisions to the Board for approval.
24. The Committee shall perform any other activities consistent with this mandate and applicable law, as the Committee or the Board deems necessary or appropriate.

Authority

25. The Committee has the authority to:
 - (a) engage, at the expense of the Corporation, independent counsel and other experts or advisors as it determines necessary to carry out its duties;
 - (b) set and pay the compensation for any independent counsel and other experts and advisors retained by the Committee;
 - (c) communicate directly with the independent auditors of the Corporation (the "**Independent Auditors**");

- (d) conduct any investigation appropriate to its responsibilities, and request the Independent Auditors as well as any officer of the Corporation, or outside counsel for the Corporation, to attend a meeting of the Committee or to meet with any members of, or advisors to, the Committee; and
- (e) have unrestricted access to the books and records of the Corporation.

SCHEDULE "B"

HIGHLAND COPPER COMPANY INC.

Omnibus Equity Incentive Compensation Plan

[See attached]

HIGHLAND COPPER COMPANY INC.

OMNIBUS EQUITY INCENTIVE COMPENSATION PLAN

ARTICLE 1 ESTABLISHMENT, PURPOSE AND DURATION

- 1.1 **Establishment of the Plan.** The following is the omnibus equity incentive compensation plan of Highland Copper Company Inc. (the “**Company**”) pursuant to which share based compensation Awards (as defined below) may be granted to eligible Participants (as defined below). The name of the plan is the Highland Copper Company Inc. Omnibus Equity Incentive Compensation Plan (the “**Plan**”).

The Plan permits the grant of Options, Restricted Share Units, Deferred Share Units and Performance Share Units (as such terms are defined below). The Plan was approved by the Board (as defined below) on October 25, 2023 and is being put forth before the shareholders of the Company for approval on December 13, 2023 and will be effective upon receipt of shareholder and Exchange approvals (the “**Effective Date**”) until the date it is terminated by the Board in accordance with the Plan.

- 1.2 **Purposes of the Plan.** The purposes of the Plan are to: (i) provide the Company with a mechanism to attract, retain and motivate highly qualified directors, officers, employees and consultants; (ii) align the interests of Participants with that of other shareholders of the Company generally; and (iii) enable and encourage Participants to participate in the long-term growth of the Company through the acquisition of Shares (as defined below) as long-term investments.
- 1.3 **Successor Plans.** The Plan shall in respect of Options (as defined below) serve as the successor to the Company’s stock option plan dated effective December 12, 2019, as amended on November 15, 2022 (the “**Predecessor Option Plan**”) and no further Options shall be granted under the Predecessor Option Plan from and after the Effective Date of the Plan.

ARTICLE 2 DEFINITIONS

- 2.1 Whenever used in the Plan, the following terms shall have the respective meanings set forth below, unless the context clearly requires otherwise, and when such meaning is intended, such term shall be capitalized.
- (a) “**Affiliate**” means a company that is affiliated with another company as described in Section 2 of Policy 1.1 of the Exchange.
- (b) “**Award**” means, individually or collectively, a grant under the Plan of Options, Deferred Share Units, Restricted Share Units or Performance Share Units, in each case subject to the terms of the Plan.

- (c) **“Award Agreement”** means either (i) a written agreement entered into by the Company or an Affiliate of the Company and a Participant setting forth the terms and provisions applicable to Awards granted under the Plan; or (ii) a written statement issued by the Company or an Affiliate of the Company to a Participant describing the terms and provisions of such Award. All Award Agreements shall be deemed to incorporate the provisions of the Plan, subject to such modifications or additions as the Committee may, in its sole discretion, determine appropriate. An Award Agreement need not be identical to other Award Agreements either in form or substance.
- (d) **“Blackout Period”** has the meaning ascribed to it in Section 4.11 of Policy 4.4 of the Exchange.
- (e) **“Board”** or **“Board of Directors”** means the Board of Directors of the Company as may be constituted from time to time.
- (f) **“Cause”** means (i) if the Participant has a written agreement pursuant to which he or she offers his or her services to the Company and the term “cause” is defined in such agreement, “cause” as defined in such agreement; or otherwise (ii) (a) the inability of the Participant to perform his or her duties due to a legal impediment such as an injunction, restraining order or other type of judicial judgment, decree or order entered against the Participant; (b) the failure of the Participant to follow the Company’s reasonable instructions with respect to the performance of his or her duties; (c) any material breach by the Participant of his or her obligations under any code of ethics, any other code of business conduct or any lawful policies or procedures of the Company; (d) excessive absenteeism, flagrant neglect of duties, serious misconduct, or conviction of crime or fraud; and (e) any other act or omission of the Participant which would in law permit an employer to, without notice or payment in lieu of notice, terminate the employment of an employee.
- (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 Company as a result of which the holders of Shares prior to the completion of the transaction hold or beneficially own, directly or indirectly, less than 50% of the outstanding Voting Securities 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 all or substantially all of the assets of the Company and/or any of its subsidiaries to any other person or entity, other than a disposition to a wholly-owned subsidiary in the course of a reorganization of the assets of the Company and its subsidiaries;
 - (iii) a resolution is adopted to wind-up, dissolve or liquidate the Company;

- (iv) an acquisition by any person, entity or group of persons or entities acting jointly or in concert of beneficial ownership of more than 50% of the Voting Securities, or securities convertible into, exercisable for or carrying the right to purchase more than 50% of the Voting Securities on a post-conversion basis, assuming only the conversion or exercise of securities beneficially owned by the acquiror; or
 - (v) the Board adopts a resolution to the effect that a Change of Control as defined herein has occurred or is imminent.
- (h) “**Committee**” means the Board of Directors or if so delegated in whole or in part by the Board, any duly authorized committee of the Board appointed by the Board to administer the Plan.
- (i) “**Company**” means Highland Copper Company Inc.
- (j) “**Consultant**” has the meaning set out in Policy 4.4 of the Exchange or such replacement definition for so long as the Shares are listed on the Exchange, and if the Shares are not so listed, shall have the meaning, if any, that applies to a listing of the Shares on such other exchange as the Shares are then listed on.
- (k) “**Date of Grant**” means, for any Award, the date specified by the Committee at the time it grants the Award or, if no such date is specified, the date upon which the Award was granted.
- (l) “**Deferred Share Unit**” means an Award denominated in units that provides the holder thereof with a right to receive Shares, cash or other consideration as provided herein upon settlement of the Award, granted under and subject to the terms of the Plan.
- (m) “**Director**” means any individual who is a member of the Board of Directors of the Company.
- (n) “**Disability**” means the disability of the Participant which would entitle the Participant to receive disability benefits pursuant to the long-term disability plan of the Company (if one exists) then covering the Participant, provided that the Board may, in its sole discretion, determine that, notwithstanding the provisions of any such long-term disability plan, the Participant is permanently disabled for the purposes of the Plan.
- (o) “**Disinterested Shareholder Approval**” has the meaning ascribed to it in Policy 4.4 of the Exchange.
- (p) “**Dividend Equivalent**” means a right with respect to an Award to receive cash, Shares or other property equal in value and form to dividends declared by the Board and paid with respect to outstanding Shares. Dividend Equivalents shall not apply to an Award unless specifically provided for in the Award Agreement, and if

specifically provided for in the Award Agreement shall be subject to such terms and conditions set forth in the Award Agreement as the Committee shall determine.

- (q) “**Employee**” means any employee or officer of the Company or an Affiliate of the Company, pursuant to Policy 4.4 of the Exchange. Directors who are not otherwise employed by the Company or an Affiliate of the Company shall not be considered Employees under the Plan.
- (r) “**Exchange**” means the TSX Venture Exchange, or any other stock exchange on which the Shares of the Company are listed.
- (s) “**Exchange Policies**” mean the policies of the Exchange, including those set forth in the Corporate Finance Manual of the Exchange.
- (t) “**FMV**” means, unless otherwise required by any applicable provision of any regulations thereunder or by any applicable accounting standard for the Company’s desired accounting for Awards or by the rules of the Exchange, a price that is determined by the Committee, provided that such price cannot be less than the last closing price of the Shares on the Exchange less any discount permitted by the rules or policies of the Exchange.
- (u) “**Investor Relations Activities**” means any activities, by or on behalf of the Company or Shareholder of the Company, that promote or reasonably could be expected to promote the purchase or sale of securities of the Company, but does not include:
 - (i) the dissemination of information provided, or records prepared, in the ordinary course of business of the Company:
 - (1) to promote the sale of products or services of the Company, or
 - (2) to raise public awareness of the Company, that cannot reasonably be considered to promote the purchase or sale of securities of the Company;
 - (ii) activities or communications necessary to comply with the requirements of:
 - (1) applicable Securities Laws;
 - (2) Exchange Requirements or the by-laws, rules or other regulatory instruments of any other self regulatory body or exchange having jurisdiction over the Company;
 - (iii) communications by a publisher of, or writer for, a newspaper, magazine or business or financial publication, that is of general and regular paid circulation, distributed only to subscribers to it for value or to purchasers of it, if:

- (1) the communication is only through the newspaper, magazine or publication, and
 - (2) the publisher or writer receives no commission or other consideration other than for acting in the capacity of publisher or writer; or
- (iv) activities or communications that may be otherwise specified by the Exchange.
- (v) “**Investor Relations Service Provider**” includes any Consultant that performs Investor Relations Activities and any Director, Officer, Employee or Management Company Employee whose role and duties primarily consist of Investor Relations Activities.
- (w) “**Insider**” shall have the meaning ascribed thereto in Exchange Policies.
- (x) “**ITA**” means the Income Tax Act (Canada).
- (y) “**Management Company Employee**” means an individual employed by the Company providing management services to the Company, which services are required for the ongoing successful operation of the business enterprise of the Company.
- (z) “**Non-Employee Director**” means a Director who is not an Employee.
- (aa) “**Notice Period**” means any period of contractual notice or reasonable notice that the Company or an Affiliate of the Company may be required at law, by contract or otherwise agrees to provide to a Participant upon termination of employment, whether or not the Company or Affiliate elects to pay severance in lieu of providing notice to the Participant, provided that where a Participant’s employment contract provides for an increased severance or termination payment in the event of termination following a Change of Control, the Notice Period for the purposes of the Plan shall be the Notice Period under such contract applicable to a termination which does not follow a Change of Control.
- (bb) “**Officer**” or “**officer**” has the meaning ascribed to that phrase in the applicable Securities Laws.
- (cc) “**Option**” means the conditional right to purchase Shares at a stated Option Price for a specified period of time subject to the terms of the Plan.
- (dd) “**Option Price**” means the price at which a Share may be purchased by a Participant pursuant to an Option, as determined by the Committee.
- (ee) “**Outstanding Issue**” means the number of Shares that are issued and outstanding, on a non-diluted basis.

- (ff) “**Participant**” means an Employee, Non-Employee Director or Consultant who has been selected to receive an Award, or who has an outstanding Award granted under the Plan or the Predecessor Option Plan.
- (gg) “**Performance Period**” means the period of time during which the assigned performance criteria must be met in order to determine the degree of payout and/or vesting with respect to an Award.
- (hh) “**Performance Share Unit**” means an Award granted under Article 9 herein and subject to the terms of the Plan, denominated in units, the value of which at the time it is payable is determined as a function of the extent to which corresponding performance criteria have been achieved.
- (ii) “**Period of Restriction**” means the period when an Award of Restricted Share Units is subject to forfeiture based on the passage of time, the achievement of performance criteria, and/or upon the occurrence of other events as determined by the Committee, in its discretion.
- (jj) “**Person**” shall have the meaning ascribed to such term in Exchange Policies.
- (kk) “**Reserve**” shall have the meaning ascribed to such term under Article 4.1 herein.
- (ll) “**Restricted Share Unit**” means an Award denominated in units subject to a Period of Restriction, with a right to receive Shares, cash or other consideration as provided herein upon settlement of the Award, granted under Article 7 herein and subject to the terms of the Plan.
- (mm) “**Retirement**” or “**Retire**” means a Participant’s permanent withdrawal from employment or office with the Company or an Affiliate of the Company on terms and conditions accepted and determined by the Board.
- (nn) “**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 are applicable to the Company.
- (oo) “**Shares**” means common shares of the Company.
- (pp) “**Share Units**” means Deferred Share Units, Performance Share Units and Restricted Share Units, including any Dividend Equivalent granted with respect to a Deferred Share Unit, Performance Share Unit and/or Restricted Share Unit.
- (qq) “**Termination Date**” means the date on which a Participant ceases to be eligible to participate under the Plan as a result of a termination of employment, officer position, board service or consulting arrangement with the Company or any Affiliate of the Company for any reason, including death, Retirement, resignation or termination with or without Cause. For the purposes of the Plan, a Participant’s employment, officer position, board service or consulting arrangement with the Company or an Affiliate of the Company shall be considered to have terminated

effective on the last day of the Participant's actual and active employment, officer position or board or consulting service with the Company or the Affiliate whether such day is selected by agreement with the individual, unilaterally by the Company or the Affiliate and whether with or without advance notice to the Participant. For the avoidance of doubt, no period of notice or pay in lieu of notice that is given or that ought to have been given under applicable law in respect of such termination of employment that follows or is in respect of a period after the Participant's last day of actual and active employment shall be considered as extending the Participant's period of employment for the purposes of determining his or her entitlement under the Plan.

- (rr) “**VWAP**” means the volume weighted average trading price of the Shares listed on the Exchange calculated by dividing the total value by the total volume of such securities traded for the five trading days immediately preceding the exercise of the subject Stock Option. Where appropriate, the Exchange may exclude internal crosses and certain other special terms trades from the calculation.
- (ss) “**Voting Securities**” shall mean any securities of the Company ordinarily carrying the right to vote at elections of directors and any securities immediately convertible into or exchangeable for such securities.

ARTICLE 3 ADMINISTRATION

- 3.1 **General.** The Committee shall be responsible for administering the Plan. The Committee may employ legal counsel, consultants, accountants, agents and other individuals, any of whom may be an Employee, and the Committee, the Company, and its officers and Directors shall be entitled to rely upon the advice, opinions or valuations of any such persons. All actions taken and all interpretations and determinations made by the Committee shall be final, conclusive and binding upon the Participants, the Company, and all other interested parties. No member of the Committee will be liable for any action or determination taken or made in good faith with respect to the Plan or Awards granted hereunder. Each member of the Committee shall be entitled to indemnification by the Company with respect to any such determination or action in the manner provided for by the Company and its subsidiaries.
- 3.2 **Authority of the Committee.** The Committee shall have full and exclusive discretionary power to determine the terms and provisions of Award Agreements, to interpret the terms and the intent of the Plan and any Award Agreement or other agreement ancillary to or in connection with the Plan, to determine eligibility for Awards, and to adopt such rules, regulations and guidelines for administering the Plan as the Committee may deem necessary or proper. Such authority shall include, but not be limited to, selecting Award recipients, establishing all Award terms and conditions, including grant, exercise price, issue price and vesting terms, determining any performance goals applicable to Awards and whether such performance goals have been achieved, and, subject to Article 13, adopting modifications and amendments to the Plan or any Award Agreement, including, without

limitation, any that are necessary or appropriate to comply with the laws or compensation practices of the jurisdictions in which the Company and its Affiliates operate.

- 3.3 **Delegation.** The Committee may delegate to one or more of its members any of the Committee's administrative duties or powers as it may deem advisable; provided, however, that any such delegation must be permitted under applicable corporate law.

ARTICLE 4

SHARES SUBJECT TO THE PLAN AND MAXIMUM AWARDS

- 4.1 **Maximum Number of Shares Subject to the Plan.** Subject to adjustment pursuant to provisions of Section 4.5 hereof, the maximum number of Shares issuable at any time pursuant to outstanding Awards under this Plan shall be equal to 10% of the Outstanding Issue, as measured as at the date of any Award grant.

No Award that can be settled in Shares issued from treasury may be granted if such grant would have the effect of causing the total number of Shares subject to such Award to exceed the above noted total numbers of Shares reserved for issuance pursuant to the settlement of Awards.

- 4.2 **Evergreen Plan.** The Plan is a rolling "evergreen" plan, as Shares of the Company covered by Awards which have been exercised or settled, as applicable, and Awards which expire or are forfeited, surrendered, cancelled or otherwise terminated or lapse for any reason without having been exercised, will be available for subsequent grant under the Plan.
- 4.3 **Award Grants to Individuals.** Unless the Company obtains Disinterested Shareholder Approval: (i) the aggregate number of Shares for which Awards may be issued to any one Participant in any 12-month period, together with all other Security Based Compensation granted to such Participant, shall not exceed 5% of the Outstanding Issue, calculated on the date an Award is granted to the Participant, (ii) the aggregate number of Shares for which Awards may be issued to any one Consultant (as defined by the Exchange), together with all other Security Based Compensation granted to such Consultant, within any 12-month period shall not exceed 2% of the Outstanding Issue, calculated on the date an Award is granted to the Consultant; and (iii) the aggregate number of Shares for which Options may be issued to all Persons retained to provide Investor Relations Activities (as defined by the Exchange), together with all other Security Based Compensation granted to such Persons, within any 12-month period shall not exceed 2% of the Outstanding Issue, calculated on the date an Option is granted to such Persons.
- 4.4 **Award Grants to Insiders.** Unless Disinterested Shareholder Approval as required by the policies of the Exchange is obtained: (i) the maximum number of Shares for which Awards may be issued to Insiders (as a group) at any point in time, together with all Shares issued pursuant to other Security Based Compensation granted to Insiders, shall not exceed 10% of the Outstanding Issue; and (ii) the maximum number of Shares issuable pursuant to Awards granted to Insiders (as a group), together with all Shares made issuable pursuant to other Security Based Compensation granted to Insiders, within any 12-month period, shall not exceed 10% of the Outstanding Issue, calculated at the date an Award is granted to any Insider.

4.5 **Adjustments in Authorized Shares.** In the event of any corporate event or transaction (collectively, a “**Corporate Reorganization**”) (including, but not limited to, a change in the Shares of the Company or the capitalization of the Company) such as a merger, arrangement, amalgamation, consolidation, reorganization, recapitalization, separation, stock dividend, extraordinary dividend, stock split, reverse stock split, split up, spin-off or other distribution of stock or property of the Company, combination of securities, exchange of securities, dividend in kind, or other like change in capital structure or distribution (other than normal cash dividends) to shareholders of the Company, or any similar corporate event or transaction, the Committee shall, make or provide for such adjustments or substitutions, as applicable, in the number and kind of Shares that may be issued under the Plan, the number and kind of Shares subject to outstanding Awards, the Option Price, grant price or exercise price applicable to outstanding Awards, the limit on issuing Awards other than Options granted with an Option Price equal to at least the FMV of a Share on the date of grant and any other value determinations applicable to outstanding Awards or to the Plan, as are equitably necessary to prevent dilution or enlargement of Participants’ rights under the Plan that otherwise would result from such corporate event or transaction. In connection with a Corporate Reorganization, the Committee shall have the discretion to permit a holder of Options to purchase (at the times, for the consideration, and subject to the terms and conditions set out in the Plan and the applicable Award Agreement) and the holder will then accept on the exercise of such Option, in lieu of the Shares that such holder would otherwise have been entitled to purchase, the kind and amount of Shares or other securities or property that such holder would have been entitled to receive as a result of the Corporate Reorganization if, on the effective date thereof, that holder had owned all Shares that were subject to the Option. Such adjustments shall be made without the necessity of Committee action, on the customary arithmetical basis in the case of any stock split, including a stock split effected by means of a stock dividend, share consolidation or reverse stock split. Any adjustment, other than in connection with a share consolidation or share split, to an Award granted or issued under the Plan is subject to the prior acceptance of the Exchange, including adjustments related to an amalgamation, merger, arrangement, corporate reorganization, spin-off, dividend or recapitalization.

Options issued in lieu of dividends will be factored into the limits on grants to Participants as set out in Section 4.1 herein. In the event that the issuance of Options in lieu of stock dividends results in a breach on the limit on grants contained in the Plan, the Company may settle the issuance of Options in cash where it does not have sufficient Shares available to satisfy the obligation in Shares, or where the issuance of Shares would result in a breach on the limit on grants contained in the Plan.

The Committee may also make, subject to the prior approval of the Exchange, appropriate adjustments in the terms of any Awards under the Plan as are equitably necessary to reflect any corporate reorganization and may modify any other terms of outstanding Awards, including modifications of performance criteria and changes in the length of Performance Periods. The determination of the Committee as to the foregoing adjustments, if any, shall be conclusive and binding on Participants under the Plan, provided that any such adjustments must comply with all regulatory requirements.

Subject to the provisions of Article 11 and any applicable law or regulatory requirement, without affecting the number of Shares reserved or available hereunder, the Committee

may authorize the issuance, assumption, substitution or conversion of Awards under the Plan in connection with any corporate reorganization, upon such terms and conditions as it may deem appropriate. Additionally, the Committee may amend the Plan, or adopt supplements to the Plan, in such manner as it deems appropriate to provide for such issuance, assumption, substitution or conversion as provided in the previous sentence, subject to the approval of the Exchange and to shareholder approval where applicable.

ARTICLE 5 ELIGIBILITY AND PARTICIPATION

- 5.1 **Eligibility.** Awards under the Plan shall be granted only to bona fide Employees, Non-Employee Directors and Consultants, as per the policies of the Exchange. The Company and the Participant are responsible for ensuring and confirming that the Participant is a bona fide Employee, Non-Employee Director or Consultant, as the case may be.
- 5.2 **Actual Participation.** Subject to the provisions of the Plan, the Committee may, from time to time, in its sole discretion select from among eligible Employees, Non-Employee Directors and Consultants, those to whom Awards shall be granted under the Plan, and shall determine in its discretion the nature, terms, conditions and amount of each Award.

ARTICLE 6 STOCK OPTIONS

- 6.1 **Grant of Options.** Subject to the terms and provisions of the Plan, Options may be granted to Participants and Persons retained to provide Investor Relations Activities in such number, and upon such terms, and at any time and from time to time as shall be determined by the Committee in its discretion provided that only Options and not Share Units may be granted to Persons retained to provide Investor Relations Activities.
- 6.2 **Award Agreement.** Each Option grant shall be evidenced by an Award Agreement that shall specify the Option Price, the duration of the Option, the number of Shares to which the Option pertains, the conditions, if any, upon which an Option shall become vested and exercisable, and any such other provisions as the Committee shall determine. The Award Agreement for the grant of Options shall be in such form or forms as the Committee may from time to time approve.
- 6.3 **Option Price.** The Option Price for each grant of an Option under the Plan shall be determined by the Committee and shall be specified in the Award Agreement. The Option Price for an Option shall be not less than the FMV of the Shares on the date of grant.
- 6.4 **Vesting of Options.** Unless otherwise specified in an Award Agreement, and subject to any provisions of the Plan or the applicable Award Agreement relating to acceleration of vesting of Options, Options shall vest subject to Exchange Policies, and the Committee may, in its sole discretion, determine the time during which an Option shall vest and the method of vesting, or that no vesting restriction shall exist, provided that Options issued to any Persons retained to provide Investor Relations Activities shall vest solely subject to Exchange Policies as follows:

- (a) no more than 1/4 of the Stock Options vest no sooner than three months after the Stock Options were granted;
- (b) no more than another 1/4 of the Stock Options vest no sooner than six months after the Stock Options were granted;
- (c) no more than another 1/4 of the Stock Options vest no sooner than nine months after the Stock Options were granted; and
- (d) the remainder of the Stock Options vest no sooner than 12 months after the Stock Options were granted.

6.5 **Duration of Options.** Each Option granted to a Participant shall expire at such time as the Committee shall determine at the time of grant, provided however that, subject to Section 6.6, no Option shall be exercisable later than the tenth (10) anniversary date of its grant.

6.6 **Blackout Periods.** If the date on which an Option is scheduled to expire occurs during a Blackout Period applicable to such Participant, then the expiry date for such Option shall be extended to a maximum of 10 days following the end of the Blackout Period.

6.7 **Exercise of Options.** Options granted under this Article 6 shall be exercisable at such times and on the occurrence of such events, and be subject to such restrictions and conditions, as the Committee shall in each instance approve, which need not be the same for each grant or for each Participant.

6.8 **Payment.** Options granted under this Article 6 shall be exercised by the delivery of a notice of exercise to the Company or an agent designated by the Company in a form specified or accepted by the Committee, or by complying with any alternative procedures which may be authorized by the Committee, setting forth the number of Shares with respect to which the Option is to be exercised, accompanied by full payment of the Option Price.

The Option Price and any applicable withholding taxes upon exercise of any Option or part thereof shall be payable to the Company, to the extent permitted by applicable laws and subject to the Committee's discretion, as follows:

- (a) in cash or by certified cheque, wire transfer, cashless exercise or net exercise, or by such other means as may be specified from time to time by the Committee;
- (b) pursuant to a broker-assisted cashless exercise, whereby the Participant shall elect, on a notice of exercise, to receive a loan from a brokerage firm, which the Company has an arrangement with, to purchase the underlying Shares. Upon the sale by the brokerage firm of an equivalent number of Shares received from the exercise of the Options to repay the loan made to the Participant, the Participant shall elect to receive either the balance of the Shares following the sale or the cash proceeds from the balance of the Shares; or

- (c) pursuant to a net exercise, whereby the Participant shall elect on a notice of exercise to receive an amount equal to the number of underlying Shares listed on the Exchange that is the equal to the quotient obtained by dividing:
 - (i) the product of the number of Options being exercised multiplied by the difference between the VWAP of the underlying Shares so listed and the exercise price of the subject Options; by
 - (ii) the VWAP of the underlying Shares so listed;

provided, however, that Persons retained to provide Investor Relations Activities shall not be permitted to exercise an Option using the net exercise method described in this Section 6.8(c).

As soon as practicable after receipt of a notification of exercise and full payment of the Option Price, the Shares in respect of which the Option has been exercised shall be issued as fully-paid and non-assessable common shares of the Company, provided, however that in the event of a cashless or net exercise pursuant to Sections 6.8(b) or (c), the number of Options exercised, surrendered or converted, and not the number of Shares actually issued by the Company, must be included in calculating in Sections 4.1, 4.3 and 4.4 of the Plan. As of the business day the Company receives such notice and such payment, the Participant (or the person claiming through a Participant, as the case may be) shall be entitled to be entered on the share register of the Company as the holder of the number of Shares in respect of which the Option was exercised and to receive as promptly as possible thereafter, but in any event, on or before the 15th day of the third month of the year following the year in which the Option was exercised, a certificate or evidence of book entry representing the said number of Shares. The Company shall cause to be delivered to or to the direction of the Participant Share certificates or evidence of book entry Shares in an appropriate amount based upon the number of Shares purchased under the Option(s).

Shares shall not be issued pursuant to the exercise of an Option unless the exercise of such Option and the issuance and delivery of such Shares pursuant thereto shall comply with all relevant provisions of applicable Canadian and U.S. securities law, including, without limitation, the U.S. Securities Act of 1933, the U.S. Securities and Exchange Act of 1934, as amended, applicable U.S. state laws, the rules and regulations promulgated thereunder, and the requirements of any stock exchange or consolidated stock price reporting system on which prices for the Shares are quoted at any given time. As a condition to the exercise of an Option, the Company may require the person exercising such Option to represent and warrant at the time of any such exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is required by law.

- 6.9 **Death, Disability, Retirement and Termination or Resignation of Employment.** If the Award Agreement does not specify the effect of a termination, cessation or resignation of employment then the following default rules will apply:

- (a) **Death:** If a Participant dies while an Employee, Director of, or Consultant to, the Company or an Affiliate of the Company:
 - (i) all unvested Options as at the Termination Date shall automatically and immediately vest; and
 - (ii) all vested Options (including those that vested pursuant to (i) above) shall continue to be subject to the Plan and exercisable for a period of 12 months after the Termination Date, provided that any Options that have not been exercised within 12 months after the Termination Date shall automatically and immediately expire and be forfeited on such date.
- (b) **Disability:** If a Participant ceases to be eligible to be a Participant under the Plan as a result of their Disability then all Options remain and continue to vest (and are exercisable) in accordance with the terms of the Plan for a period of 12 months after the Termination Date, provided that any Options that have not been exercised (whether vested or not) within 12 months after the Termination Date shall automatically and immediately expire and be forfeited on such date.
- (c) **Retirement:** If a Participant Retires, then the Board shall have the discretion, with respect to such Participant's Options, to determine: (i) whether to accelerate vesting of any or all of such Options, provided that the acceleration of vesting of Options granted to an Investor Relations Service Provider shall be subject to the prior approval of the Exchange; (ii) whether any of such Options shall be cancelled, with or without payment; and (iii) how long, if at all, such Options may remain outstanding following the Termination Date, provided, however, that in no event shall such Options be exercisable for more than 12 months after the Termination Date.
- (d) **Termination for Cause:** If a Participant ceases to be eligible to be a Participant under the Plan as a result of their termination for Cause, then all Options, whether vested or not, as at the Termination Date shall automatically and immediately expire and be forfeited.
- (e) **Termination without Cause or Voluntary Resignation:** If a Participant ceases to be eligible to be a Participant under the Plan for any reason, other than as set out in 6.9(a)-(d), then, unless otherwise determined by the Board in its sole discretion, as of the Termination Date:
 - (i) all unvested Options shall automatically and immediately expire and be forfeited, and
 - (ii) all vested Options shall continue to be subject to the Plan and exercisable for a period of 90 days after the Termination Date, provided that any Options that have not been exercised within 90 days after the Termination Date shall automatically and immediately expire and be forfeited on such date.

- 6.10 **Non-transferability of Options.** An Option granted under this Article 6 may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by bequeath or by the laws of descent and distribution, subject to the requirements of the Exchange or as otherwise allowed by the Exchange.

ARTICLE 7 RESTRICTED SHARE UNITS

- 7.1 **Grant of Restricted Share Units.** Subject to the terms and conditions of the Plan, the Committee, at any time and from time to time, may grant Restricted Share Units to Participants in such amounts and upon such terms as the Committee shall determine. For clarity, any Restricted Share Units granted pursuant to the Plan shall be included in calculating the limits set forth in Article 4 herein.
- 7.2 **Restricted Share Unit Agreement.** Each Restricted Share Unit grant shall be evidenced by an Award Agreement that shall specify the Period(s) of Restriction, the number of Restricted Share Units granted, and the settlement date for Restricted Share Units, and any such other provisions as the Committee shall determine, provided that unless otherwise determined by the Committee or as set out in any Award Agreement, no Restricted Share Unit shall vest later than allowed by the policies of the Exchange. The Committee shall impose, in the Award Agreement at the time of grant, such other conditions and/or restrictions on any Restricted Share Units granted pursuant to the Plan as it may deem advisable, including, without limitation, restrictions based upon the time-based restrictions on vesting and, restrictions under applicable laws or under the requirements of the Exchange.
- 7.3 **Vesting of Restricted Share Units.** Unless otherwise specified in an Award Agreement, and subject to any provisions of the Plan or the applicable Award Agreement relating to acceleration of vesting of Restricted Share Units, Restricted Share Units shall vest at the discretion of the Committee, and subject to the policies of the Exchange. If required by the policies of the Exchange and subject to early vesting in connection with the death of a Participant or where the Participant ceases to be an eligible Participant in connection with a Change of Control, no Restricted Share Units may vest before the date that is one (1) year following the date of grant or issue.
- 7.4 **Black Out Periods.** If the date on which a Restricted Share Unit is scheduled to expire occurs during the Blackout Period applicable to such Participant, then the expiry date for such Award shall be extended to a maximum of 10 days following the end of the Blackout Period.
- 7.5 **Non-transferability of Restricted Share Units.** The Restricted Share Units granted herein may not be sold, transferred, pledged, assigned or otherwise alienated or hypothecated until the date of settlement through delivery or other payment, or upon earlier satisfaction of any other conditions, as specified by the Committee in its sole discretion and set forth in the Award Agreement at the time of grant or thereafter by the Committee. All rights with respect to the Restricted Share Units granted to a Participant under the Plan shall be available during such Participant's lifetime only to such Participant.

- 7.6 **Dividends and Other Distributions.** During the Period of Restriction, Participants holding Restricted Share Units granted hereunder may, if the Committee so determines, be credited with dividends paid with respect to the underlying Shares or Dividend Equivalents while they are so held in a manner determined by the Committee in its sole discretion. Dividend Equivalents shall not apply to an Award unless specifically provided for in the Award Agreement. The Committee may apply any restrictions to the dividends or Dividend Equivalents that the Committee deems appropriate. The Committee, in its sole discretion, may determine the form of payment of dividends or Dividend Equivalents, including cash, Shares or Restricted Share Units; provided that in the event that the Company does not have a sufficient number of Shares available to settle Restricted Share Units in Shares or where the issuance of Shares would result in breaching a limit on grants or issuances set out in the Plan, such Restricted Share Units shall be settled in cash.
- 7.7 **Death, Disability, Retirement and Termination or Resignation of Employment.** If the Award Agreement does not specify the effect of a termination or resignation of employment then the following default rules will apply:
- (a) **Death:** If a Participant dies while an Employee, Director of, or Consultant to, the Company or an Affiliate:
 - (i) all unvested Restricted Share Units as at the Termination Date shall automatically and immediately vest; and
 - (ii) all vested Restricted Share Units (including those that vested pursuant to (i) above) shall be paid to the Participant's estate in accordance with the terms of the Plan and the Award Agreement within 12 months of the date of death.
 - (b) **Disability:** If a Participant ceases to be eligible to be a Participant under the Plan as a result of their Disability, then all Restricted Share Units remain and continue to vest in accordance with the terms of the Plan for a period of 12 months after the Termination Date, provided that any Restricted Share Units that have not vested within 12 months after the Termination Date shall automatically and immediately expire and be forfeited on such date.
 - (c) **Retirement:** If a Participant Retires, then the Board shall have the discretion, with respect to such Participant's Restricted Share Units, to determine: (i) whether to accelerate vesting of any or all of such Restricted Share Units pursuant to Section 7.3, (ii) whether any of such Restricted Share Units shall be cancelled, with or without payment, and (iii) how long, if at all, such Restricted Share Units may remain outstanding following the Termination Date; provided, however, that in no event shall such Restricted Share Units remain outstanding for more than 12 months after the Termination Date. Notwithstanding the above, for U.S. Participants, the treatment of Restricted Share Units upon retirement shall be provided for in the Award Agreement, provided such treatment will be made in compliance with the Policies of the Exchange.

- (d) **Termination for Cause:** If a Participant ceases to be eligible to be a Participant under the Plan as a result of their termination for Cause, then all Restricted Share Units, whether vested or not, as at the Termination Date shall automatically and immediately be forfeited.
- (e) **Termination without Cause or Voluntary Resignation:** Notwithstanding if a Participant ceases to be eligible to be a Participant under the Plan for any reason, other than as set out in Sections 7.7(a)-(d), then, unless otherwise determined by the Board in its sole discretion, as of the Termination Date:
 - (i) all unvested Restricted Share Units shall automatically and immediately be forfeited, and
 - (ii) all vested Restricted Share Units shall be paid to the Participants in accordance with the terms of the Plan and the Award Agreement, within a reasonable period of time which notwithstanding any Board determination, shall be settled not more than 12 months from the Termination Date.

7.8 **Payment in Settlement of Restricted Share Units.** When and if Restricted Share Units become payable, the Participant issued such Restricted Share Units shall be entitled to receive payment from the Company in settlement of such Restricted Share Units: (i) in a number of Shares (issued from treasury) equal to the number of Restricted Share Units being settled, (ii) in a cash amount determined by multiplying the number of Restricted Share Units being settled by the Market Price on the date of vesting, or (iii) subject to the prior acceptance of the Exchange, in any other form, all as determined by the Committee at its sole discretion. The Committee's determination regarding the form of payout shall be set forth or reserved for later determination in the Award Agreement for the grant of the Restricted Share Units. In no event will payment of the Restricted Share Units be made later than the earlier of: (i) 3 months after the close of the year in which such the Restricted Share Unit vested, and (ii) December 31 of the third year following the year of the grant date.

ARTICLE 8 DEFERRED SHARES UNITS

- 8.1 **Grant of Deferred Share Units.** Subject to the terms and conditions of the Plan, the Committee, at any time and from time to time, may grant Deferred Share Units to Participants in such amounts and upon such terms as the Committee shall determine. For clarity, any Deferred Share Units granted pursuant to the Plan shall be included in calculating the limits set forth in Article 4 herein.
- 8.2 **Deferred Share Unit Agreement.** Each Deferred Share Unit grant shall be evidenced by an Award Agreement that shall specify the number of Deferred Share Units granted, the settlement date for Deferred Share Units, and any other provisions as the Committee shall determine, including, but not limited to, a requirement that Participants pay a stipulated purchase price for each Deferred Share Unit, restrictions based upon the achievement of specific performance criteria, time-based restrictions, restrictions under applicable laws or

under the requirements of the Exchange, or holding requirements or sale restrictions placed on the Shares by the Company upon vesting of such Deferred Share Units. If required by the policies of the Exchange and subject to early vesting in connection with the death of a Participant or where the Participant ceases to be an eligible Participant in connection with a Change of Control, no Deferred Share Units may vest before the date that is one year following the date of grant or issue.

- 8.3 **Non-transferability of Deferred Share Units.** The Deferred Share Units granted herein may not be sold, transferred, pledged, assigned or otherwise alienated or hypothecated. All rights with respect to the Deferred Share Units granted to a Participant under the Plan shall be available during such Participant's lifetime only to such Participant.
- 8.4 **Blackout Periods.** If the date on which a Deferred Share Unit is scheduled to expire occurs during a Black Out Period applicable to such Participant, then the expiry date for such Award shall be extended to a maximum of 10 days following the end of the Blackout Period.
- 8.5 **Dividends and Other Distributions.** Participants holding Deferred Share Units granted hereunder may, if the Committee so determines, be credited with dividends paid with respect to the underlying Shares or Dividend Equivalents while they are so held in a manner determined by the Committee in its sole discretion. Dividend Equivalents shall not apply to an Award unless specifically provided for in the Award Agreement. The Committee may apply any restrictions to the dividends or Dividend Equivalents that the Committee deems appropriate. The Committee, in its sole discretion, may determine the form of payment of dividends or Dividend Equivalents, including cash, Shares or Deferred Share Units; provided that in the event that the Company does not have a sufficient number of Shares available to settle Deferred Share Units in Shares or where the issuance of Shares would result in breaching a limit on grants or issuances set out in the Plan, such Deferred Share Units shall be settled in cash.
- 8.6 **Termination of Employment, Consultancy or Directorship.** Each Award Agreement shall set forth the extent to which the Participant shall have the right to retain Deferred Share Units following termination of the Participant's employment or other relationship with the Company or its Affiliates. Such provisions shall be determined in the sole discretion of the Committee, need not be uniform among all Deferred Share Units issued pursuant to the Plan, and may reflect distinctions based on the reasons for termination, provided that provisions shall comply with applicable rules of the Exchange. However, in the event that a Participant ceases to be an eligible Participant under the Plan, no Deferred Share Units issued to such Participant may be retained for a period of more than 12 months after the Termination Date, provided that any Deferred Share Units that have not been settled within 12 months after the Termination Date shall automatically and immediately expire and be forfeited on such date.
- 8.7 **Payment in Settlement of Deferred Share Units.** When and if Deferred Share Units become payable, the Participant issued such Deferred Share Units shall be entitled to receive payment from the Company in settlement of such Deferred Share Units: (i) in a number of Shares (issued from treasury) equal to the number of Deferred Share Units being

settled, (ii) in a cash amount determined by multiplying the number of Deferred Share Units being settled by the Market Price on the date of vesting, or (iii) subject to the prior acceptance of the Exchange, in any other form, all as determined by the Committee at its sole discretion. The Committee's determination regarding the form of payout shall be set forth or reserved for later determination in the Award Agreement for the grant of the Deferred Share Units.

ARTICLE 9 PERFORMANCE SHARE UNITS

- 9.1 **Grant of Performance Share Units.** Subject to the terms and conditions of the Plan, the Committee, at any time and from time to time, may grant Performance Share Units to Participants in such amounts and upon such terms as the Committee shall determine. For clarity, any Performance Share Units granted pursuant to the Plan shall be included in calculating the limits set forth in Article 4 herein.
- 9.2 **Value of Performance Share Units.** Each Performance Share Unit shall have an initial value equal to the FMV of a Share on the date of grant. The Committee shall set performance criteria for a Performance Period in its discretion, which, depending on the extent to which they are met, will determine, in the manner determined by the Committee and set forth in the Award Agreement, the value and/or number of each Performance Share Unit that will be paid to the Participant.
- 9.3 **Earning of Performance Share Units.** Subject to the terms of the Plan and the applicable Award Agreement, after the applicable Performance Period has ended, the holder of Performance Share Units shall be entitled to receive payout on the value and number of Performance Share Units, determined as a function of the extent to which the corresponding performance criteria have been achieved. Notwithstanding the foregoing, the Company shall have the ability to require the Participant to hold any Shares received pursuant to such Award for a specified period of time. If required by the policies of the Exchange and subject to early vesting in connection with the death of a Participant or where the Participant ceases to be an eligible Participant in connection with a Change of Control, no Performance Share Units may vest before the date that is one year following the date of grant or issue.
- 9.4 **Form and Timing of Payment of Performance Share Units.** Payment of earned Performance Share Units shall be as determined by the Committee and as set forth in the Award Agreement. Subject to the terms of the Plan, the Committee, in its sole discretion, may pay earned Performance Share Units in the form of a number of Shares issued from treasury equal to the number of earned Performance Share Units at the end of the applicable Performance Period. Any Shares may be granted subject to any restrictions deemed appropriate by the Committee. The determination of the Committee with respect to the form of payout of such Awards shall be set forth in the Award Agreement for the grant of the Award or reserved for later determination. In no event will delivery of such Shares be made later than the earlier of: (i) 3 months after the close of the year in which such conditions or restrictions were satisfied or lapsed, and (ii) December 31 of the third year following the year of the grant date. The Committee may, in its discretion, settle some or all earned Performance Share Units in cash, which shall be determined by multiplying the

Market Price of the Shares at the time the Performance Share Units are earned by the number of earned Performance Share Units.

- 9.5 **Dividends and Other Distributions.** Participants holding Performance Share Units granted hereunder may, if the Committee so determines, be credited with dividends paid with respect to the underlying Shares or Dividend Equivalents while they are so held in a manner determined by the Committee in its sole discretion. Dividend Equivalents shall not apply to an Award unless specifically provided for in the Award Agreement. The Committee may apply any restrictions to the dividends or Dividend Equivalents that the Committee deems appropriate. The Committee, in its sole discretion, may determine the form of payment of dividends or Dividend Equivalents, including cash, Shares or Performance Share Units; provided that in the event that the Company does not have a sufficient number of Shares available to settle Performance Share Units in Shares or where the issuance of Shares would result in breaching a limit on grants or issuances set out in the Plan, such Performance Share Units shall be settled in cash.
- 9.6 **Termination of Employment, Consultancy or Directorship.** Each Award Agreement shall set forth the extent to which the Participant shall have the right to retain Performance Share Units following termination of the Participant's employment or other relationship with the Company or its Affiliates. Such provisions shall be determined in the sole discretion of the Committee, need not be uniform among all Performance Share Units issued pursuant to the Plan, and may reflect distinctions based on the reasons for termination, provided that the provisions shall comply with applicable rules of the Exchange. However, in the event that a Participant ceases to be an eligible Participant under the Plan, no Performance Share Units issued to such Participant may be retained for a period of more than 12 months after the Termination Date, provided that any Performance Share Units that have not been settled within 12 months after the Termination Date shall automatically and immediately expire and be forfeited on such date.
- 9.7 **Non-transferability of Performance Share Units.** Performance Share Units may not be sold, transferred, pledged, assigned or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution. Further, a Participant's rights under the Plan shall inure during such Participant's lifetime only to such Participant.

ARTICLE 10 BENEFICIARY DESIGNATION

- 10.1 **Beneficiary.** A Participant's "beneficiary" is the person or persons entitled to receive payments or other benefits or exercise rights that are available under the Plan in the event of the Participant's death. A Participant may designate a beneficiary or change a previous beneficiary designation at such times as prescribed by the Committee and by using such forms and following such procedures approved or accepted by the Committee for that purpose. If no beneficiary designated by the Participant is eligible to receive payments or other benefits or exercise rights that are available under the Plan at the Participant's death, the beneficiary shall be the Participant's estate.

- 10.2 Discretion of the Committee.** Notwithstanding the provisions above, the Committee may, in its discretion, after notifying the affected Participants, modify the foregoing requirements, institute additional requirements for beneficiary designations, or suspend the existing beneficiary designations of living Participants or the process of determining beneficiaries under this Article 10, or both, in favor of another method of determining beneficiaries.

ARTICLE 11 RIGHTS OF PERSONS ELIGIBLE TO PARTICIPATE

- 11.1 Employment.** Nothing in the Plan or an Award Agreement shall interfere with or limit in any way the right of the Company or an Affiliate of the Company to terminate any Participant's employment, consulting or other service relationship with the Company or the Affiliate at any time, nor confer upon any Participant any right to continue in the capacity in which he or she is employed or otherwise serves the Company or the Affiliate.

Neither an Award nor any benefits arising under the Plan shall constitute part of an employment or service contract with the Company or an Affiliate of the Company, and, accordingly, subject to the terms of the Plan, the Plan may be terminated or modified at any time in the sole and exclusive discretion of the Committee or the Board without giving rise to liability on the part of the Company or its Affiliates for severance payments or otherwise, except as provided in the Plan.

For purposes of the Plan, unless otherwise provided by the Committee, a transfer of employment of a Participant between the Company and an Affiliate or among Affiliates of the Company, shall not be deemed a termination of employment. The Committee may provide, in a Participant's Award Agreement or otherwise, the conditions under which a transfer of employment to an entity that is spun off from the Company or an Affiliate of the Company shall not be deemed a termination of employment for purposes of an Award.

- 11.2 Participation.** No Employee or other Person eligible to participate in the Plan shall have the right to be selected to receive an Award. No person selected to receive an Award shall have the right to be selected to receive a future Award, or, if selected to receive a future Award, the right to receive such future Award on terms and conditions identical or in proportion in any way to any prior Award.
- 11.3 Rights as a Shareholder.** A Participant shall have none of the rights of a shareholder with respect to Shares covered by any Award until the Participant becomes the holder of such Shares.

ARTICLE 12 CHANGE OF CONTROL

- 12.1 Change of Control and Termination of Employment.** Subject to Section 12.2 and the terms and provisions of any Award Agreement, if there is a Change of Control, the Committee may in its discretion and subject to the approval of the Exchange where required by the Exchange Policies provide that any Awards held by a Participant at the time of the Change of Control shall automatically vest following such Change of Control, on the

Termination Date, if the Participant is an Employee, officer or a Director and their employment, or officer or Director position is terminated within 12 months following the Change of Control, provided that no acceleration of Awards shall occur in the case of a Participant that was retained to provide Investor Relations Activities unless the approval of the Exchange is either obtained or not required.

- 12.2 **Discretion to Board.** Notwithstanding any other provision of the Plan, in the event of an actual or potential Change of Control, the Committee may, in its sole discretion and subject to the approval of the Exchange where required in the Exchange Policies, without the necessity or requirement for the agreement of any Participant: (i) accelerate, conditionally or otherwise, on such terms as it sees fit (including, but not limited to those set out in (iii) and (iv) below), the vesting date of any Awards; (ii) permit the conditional redemption or exercise of any Awards, on such terms as it sees fit; (iii) otherwise amend or modify the terms of any Awards, including for greater certainty by (1) permitting Participants to exercise or redeem any Awards to assist the Participants to participate in the actual or potential Change of Control, or (2) providing that any Awards exercised or exercisable shall be exercised or redeemed for, in lieu of Shares, such property (including shares of another entity or cash) that shareholders of the Company will receive in the Change of Control; and (iv) terminate, following the successful completion of a Change of Control, on such terms as it sees fit, the Awards not exercised or redeemed prior to the successful completion of such Change of Control.
- 12.3 **Non-Occurrence of Change of Control.** In the event that any Awards are conditionally exercised pursuant to Section 12.2 above and the Change of Control does not occur, the Board may, in its sole discretion, determine that any (i) Awards so exercised shall be reinstated as the type of Award prior to such exercise, and (ii) Shares issued be cancelled and any exercise or similar price received by the Company shall be returned to the Participant.
- 12.4 **Agreement with Purchaser in a Change of Control.** In connection with a Change of Control, the Board may be permitted to condition any acceleration of vesting on the Participant entering into an employment, confidentiality or other agreement with the purchaser as the Board deems appropriate.

ARTICLE 13 AMENDMENT AND TERMINATION

- 13.1 **Amendment and Termination.** Subject to prior Exchange acceptance and shareholder approval, where applicable, the Board may, at any time, suspend or terminate the Plan. Subject to prior Exchange acceptance and shareholder approval, where applicable, as well as compliance with any applicable law, including the rules of the Exchange, the Board may also, at any time, amend or revise the terms of the Plan and any Award Agreement. No such amendment of the Plan or Award Agreement may be made if such amendment would materially and adversely impair any rights arising from any Awards previously granted to

a Participant under the Plan without the consent of the Participant or the representatives of his or her estate, as applicable.

- 13.2 **Reduction of Option Price or Grant Price and Extension of Options.** Disinterested shareholder approval as required by the policies of the Exchange shall be obtained for: (i) any reduction in the Option Price; and (ii) the extension of the term of an Option; in either case if the Participant is an Insider of the Company at the time of the proposed amendment.

ARTICLE 14 WITHHOLDING

- 14.1 **Withholding.** Subject to compliance with any applicable law, including the rules of the Exchange, the Company or any of its Affiliates shall have the power and the right to deduct or withhold, or require a Participant to remit to the Company or the Affiliate, an amount sufficient to satisfy federal, provincial and local taxes or domestic or foreign taxes required by law or regulation to be withheld with respect to any taxable event arising from or as a result of the Plan or any Award hereunder. The Committee may provide for Participants to satisfy withholding requirements by having the Company withhold and sell Shares or the Participant making such other arrangements, including the sale of Shares, in either case on such conditions as the Committee specifies.
- 14.2 **Acknowledgement.** Participant acknowledges and agrees that the ultimate liability for all taxes legally payable by Participant is and remains Participant's responsibility and may exceed the amount actually withheld by the Company. Participant further acknowledges that the Company: (a) makes no representations or undertakings regarding the treatment of any taxes in connection with any aspect of the Plan; and (b) does not commit to and is under no obligation to structure the terms of the Plan to reduce or eliminate Participant's liability for taxes or achieve any particular tax result. Further, if Participant has become subject to tax in more than one jurisdiction, Participant acknowledges that the Company may be required to withhold or account for taxes in more than one jurisdiction.

ARTICLE 15 SUCCESSORS

- 15.1 Any obligations of the Company or its Affiliates under the Plan with respect to Awards granted hereunder shall be binding on any successor to the Company or its Affiliates, respectively, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation or otherwise, of all or substantially all of the businesses and/or assets of the Company or the Affiliate, as applicable.

ARTICLE 16 GENERAL PROVISIONS

- 16.1 **Delivery of Title.** The Company shall have no obligation to issue or deliver evidence of title for Shares issued under the Plan prior to:
- (a) Obtaining any approvals from governmental agencies that the Company determines are necessary or advisable; and

- (b) Completion of any registration or other qualification of the Shares under any applicable law or ruling of any governmental body that the Company determines to be necessary or advisable.
- 16.2 **Investment Representations.** The Committee may require each Participant receiving Shares pursuant to an Award under the Plan to represent and warrant in writing that the Participant is acquiring the Shares for investment and without any present intention to sell or distribute such Shares.
- 16.3 **Uncertificated Shares.** To the extent that the Plan provides for issuance of certificates to reflect the transfer of Shares, the transfer of such Shares may be effected on a non-certificated basis to the extent not prohibited by applicable law or the rules of the Exchange.
- 16.4 **No Fractional Shares.** No fractional Shares shall be issued or delivered pursuant to the Plan or any Award Agreement. In such an instance, unless the Committee determines otherwise, fractional Shares and any rights thereto shall be forfeited or otherwise eliminated.
- 16.5 **Other Compensation and Benefit Plans.** Nothing in the Plan shall be construed to limit the right of the Company or an Affiliate of the Company to establish other compensation or benefit plans, programs, policies or arrangements. Except as may be otherwise specifically stated in any other benefit plan, policy, program or arrangement, no Award shall be treated as compensation for purposes of calculating a Participant's rights under any such other plan, policy, program or arrangement.
- 16.6 **No Constraint on Corporate Action.** Nothing in the Plan shall be construed (i) to limit, impair or otherwise affect the Company's or its Affiliates' right or power to make adjustments, reclassifications, reorganizations or changes in its capital or business structure, or to merge or consolidate, or dissolve, liquidate, sell or transfer all or any part of its business or assets, or (ii) to limit the right or power of the Company or its Affiliates to take any action which such entity deems to be necessary or appropriate.
- 16.7 **Compliance with Canadian Securities Laws.** All Awards and the issuance of Shares underlying such Awards issued pursuant to the Plan will be issued pursuant to an exemption from the prospectus requirements of Canadian securities laws where applicable.
- 16.8 **Compliance with U.S. Securities Laws.** All Awards and the issuance of Shares underlying such Awards issued pursuant to the Plan will be issued pursuant to the registration requirements of the U.S. Securities Act of 1933, as amended or an exemption from such registration requirements. If the Awards or Shares are not so registered and no such registration exemption is available, the Company shall not be required to issue any Shares otherwise issuable hereunder.

ARTICLE 17
LEGAL CONSTRUCTION

- 17.1 **Gender and Number.** Except where otherwise indicated by the context, any masculine term used herein also shall include the feminine, the plural shall include the singular, and the singular shall include the plural.
- 17.2 **Severability.** In the event any provision of the Plan shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Plan, and the Plan shall be construed and enforced as if the illegal or invalid provision had not been included.
- 17.3 **Requirements of Law.** The granting of Awards and the issuance of Shares under the Plan shall be subject to all applicable laws, rules and regulations, and to such approvals by any governmental agencies or securities exchanges as may be required. The Company or an Affiliate of the Company shall receive the consideration required by law for the issuance of Awards under the Plan.

The inability of the Company or an Affiliate of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company or the Affiliate to be necessary for the lawful issuance and sale of any Shares hereunder, shall relieve the Company or the Affiliate of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained.

- 17.4 **Governing Law.** The Plan and each Award Agreement shall be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of the Plan to the substantive law of another jurisdiction.