



## NOTICE OF ANNUAL GENERAL MEETING OF SHAREHOLDERS

**TAKE NOTICE** that an Annual General Meeting (the “**Meeting**”) of the Shareholders of Clean Seed Capital Group Ltd. (the “**Company**”) will be held in the Boardroom of Owen Bird Law Corporation, 29th Floor, 733 Seymour Street, Vancouver, British Columbia, on January 7, 2026, at 11:00 a.m. (Vancouver time). In the event the Company decides to change the date, time, location and/or format of the Meeting to electronic or virtual the Company will issue a press release announcing the change and take all reasonable steps necessary to inform all parties involved in the proxy infrastructure, including intermediaries and the Company’s transfer agent, of the change. The Company encourages all shareholders to vote by proxy and also to monitor the Company’s profile on SEDAR for any changes to Meeting arrangements. The Meeting will be held for the following purposes:

1. To receive the audited financial statements of the Company for the financial years ended June 30, 2023, June 30, 2024 and June 30, 2025 together with the auditor’s reports thereon.
2. To elect directors of the Company for the ensuing year.
3. To re-appoint MNP LLP, Chartered Professional Accountants, as auditors of the Company for the ensuing year and to authorize the directors to fix the auditor’s remuneration.
4. To approve by ordinary resolution the Company’s new Equity Incentive Plan, as more particularly described in the accompanying Information Circular.
5. To approve the issuance of securities that will result in the creation of a new control person.
6. To approve the issuance of securities to settle certain non-cash related debts.
7. To transact such other business as may be brought before the Meeting.

Accompanying this Notice is an Information Circular dated December 3, 2025, a form of proxy or voting instruction form, and a reply card for use by shareholders who wish to receive the Company’s interim and/or annual financial statements. The accompanying Information Circular provides information relating to the matters to be addressed at the meeting and is incorporated into this Notice.

**Registered shareholders who are unable to attend the Meeting in person and who wish to ensure that their shares will be voted at the Meeting are requested to complete, date and sign the enclosed form of proxy, or another suitable form of proxy and deliver it in accordance with the instructions set out in the form of proxy and in the Information Circular.**

**Non-registered shareholders who plan to attend the Meeting must follow the instructions set out in the form of proxy or voting instruction form to ensure that their shares will be voted at the Meeting. If you hold your shares in a brokerage account you are not a registered shareholder.**

**DATED** at Vancouver, British Columbia, this 3rd day of December, 2025.

ON BEHALF OF THE BOARD

*“Graeme Lempriere”*

Graham Lempriere  
Chief Executive Officer



## INFORMATION CIRCULAR

### FOR THE ANNUAL GENERAL MEETING OF SHAREHOLDERS TO BE HELD ON JANUARY 7, 2026

This information is given as of December 3, 2025 unless otherwise noted.

#### PERSONS MAKING THE SOLICITATION

This Information Circular is furnished in connection with the solicitation of proxies by the management of Clean Seed Capital Group Ltd. (the “Company”) for use at the Annual General Meeting (the “Meeting”) of the shareholders of the Company, to be held on January 7, 2026, at the time and location and for the purposes set forth in the accompanying Notice of Meeting (the “Notice”) and at any adjournment thereof.

Except as noted below, the Company has distributed or made available for distribution, copies of the Notice, the Information Circular and form of proxy or voting instruction form (“VIF”) (if applicable) (the “Meeting Materials”) to clearing agencies, securities dealers, banks and trust companies or their nominees (collectively, the “Intermediaries”) for distribution to Beneficial Shareholders (as defined below) whose common shares are held by or in custody of such Intermediaries. Such Intermediaries are required to forward such documents to Beneficial Shareholders unless a Beneficial Shareholder has waived the right to receive them. The Company is sending proxy-related materials indirectly to NOBOs (as defined below), through the Intermediaries. The solicitation of proxies from Beneficial Shareholders will be carried out by the Intermediaries or by the Company if the names and addresses of the Beneficial Shareholders are provided by Intermediaries. The Company will pay the permitted fees and costs of Intermediaries incurred in connection with the distribution of the Meeting Materials. The Company is not relying on the notice-and-access provisions of securities laws for delivery of the Meeting Materials to registered shareholders or Beneficial Shareholders.

#### APPOINTMENT AND REVOCATION OF PROXIES

The persons named in the enclosed form of proxy are directors and/or officers of the Company. **A shareholder has the right to appoint a person (who need not be a shareholder) to attend and act for such shareholder and on his, her or its behalf at the Meeting other than the persons designated in the enclosed form of proxy.** Such right may be exercised by inserting in the blank space provided for that purpose the name of the desired person or by completing another proper form of proxy and, in either case, delivering the completed and executed proxy to the Company’s transfer agent and registrar, Olympia Trust Company, Proxy Department, by email to [proxy@olympiustrust.com](mailto:proxy@olympiustrust.com), or by fax at (403) 668-8307, or by mail to Olympia Trust Company, PO Box 128, Stn M, Calgary, Alberta, T2P 2H6, not later than forty-eight (48) hours (excluding Saturdays, Sundays and holidays) before the time fixed for the Meeting or any adjournment thereof, or delivering it to the chairman of the Meeting on the day of the Meeting or any adjournment thereof prior to the time of voting. A proxy must be executed by the registered shareholder or his, her or its attorney duly authorized in writing or, if the shareholder is a corporation, by an officer or attorney thereof duly authorized.

Proxies given by shareholders for use at the Meeting may be revoked prior to their use:

- (a) by depositing an instrument in writing executed by the shareholder or by such shareholder’s attorney duly authorized in writing or, if the shareholder is a corporation, by an officer or attorney thereof duly authorized indicating the capacity under which such officer or attorney is signing:
  - (i) at the registered office, Suite 2900 – 733 Seymour Street, Vancouver, BC, V6B 0S6, at any time up to and including the last business day preceding the day of the Meeting, or if adjourned, any reconvening thereof; or

- (ii) with the chair of the Meeting on the day of the Meeting or any adjournment thereof; or
- (b) in any other manner permitted by law.

### EXERCISE OF DISCRETION BY PROXIES

The persons named in the accompanying form of proxy will vote the common shares in respect of which they are appointed in accordance with the direction of the shareholders appointing them. The common shares represented by the proxy will be voted or withheld from voting in accordance with the instructions of the shareholder on any ballot that may be called for and, if the shareholder specifies a choice with respect to any matter to be acted on, the common shares will be voted accordingly. **In the absence of such direction, where the management nominees are appointed as proxyholder, such common shares will be voted in favour of the passing of the matters set out in the Notice. The form of proxy confers discretionary authority upon the persons named therein with respect to amendments or variations to matters identified in the Notice and with respect to other matters which may properly come before the Meeting or any adjournment thereof.** At the time of the printing of this Information Circular, the management of the Company knows of no such amendments, variations or other matters to come before the Meeting other than the matters referred to in the Notice. **However, if any other matters which at present are not known to the management of the Company should properly come before the Meeting, the proxy will be voted on such matters in accordance with the best judgment of the named proxies.**

### ADVICE TO BENEFICIAL SHAREHOLDERS

Shareholders should note that only proxies deposited by shareholders whose names appear on the records of the Company as the registered holders of common shares, or non-objecting beneficial owners (“NOBOs”) whose names have been provided to the Company’s registrar and transfer agent, can be recognized and acted upon at the Meeting. The information set forth in this section is therefore of significant importance to a substantial number of shareholders who do not hold their common shares in their own name (“Beneficial Shareholders”). If common shares are listed in an account statement provided to a shareholder by an Intermediary, then in almost all cases those common shares will not be registered in such shareholder’s name on the records of the Company. Such common shares will more likely be registered under the name of the shareholder’s Intermediary or an agent of that Intermediary. In Canada, the vast majority of such common shares are registered under the name of CDS & Co., as nominee for CDS Clearing and Depository Services Inc., which acts as a depository for many Canadian Intermediaries. Common shares held by Intermediaries or their nominees can only be voted for or against resolutions upon the instructions of the Beneficial Shareholder. Without specific instructions, Intermediaries are prohibited from voting common shares for their clients.

Applicable regulatory policy requires Intermediaries to seek voting instructions from Beneficial Shareholders in advance of shareholders’ meetings. Every Intermediary has its own mailing procedures and provides its own return instructions, which should be carefully followed by Beneficial Shareholders in order to ensure that their common shares are voted at the Meeting. Often the form of proxy supplied to a Beneficial Shareholder by its Intermediary is identical to the form of proxy provided by the Company to the Intermediaries. However, its purpose is limited to instructing the Intermediary how to vote on behalf of the Beneficial Shareholder. The majority of Intermediaries now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. (“Broadridge”). Broadridge typically mails the VIFs or proxy forms to the Beneficial Shareholders and asks the Beneficial Shareholders to return the VIFs or proxy forms to Broadridge. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of common shares to be represented at the Meeting. A Beneficial Shareholder receiving a proxy or VIF from Broadridge cannot use that proxy to vote common shares directly at the Meeting - the proxy must be returned to Broadridge well in advance of the Meeting in order to have the common shares voted.

Although Beneficial Shareholders may not be recognized directly at the Meeting for the purposes of voting common shares registered in the name of their Intermediary, a Beneficial Shareholder may attend the Meeting as proxyholder for the Intermediary and vote their common shares in that capacity.

Should a NOBO wish to attend and vote at the Meeting in person, the NOBO must insert his or her name (or the name of the person that the NOBO wants to attend and vote on the NOBO’s behalf) in the space provided on the VIF and return it to the Company or its transfer agent. If the Company receives a written request that the NOBO or its nominee be appointed as proxyholder, if management is holding a proxy with respect to common shares beneficially owned by such NOBO, the Company will arrange, without expense to the NOBO, to appoint the NOBO or its nominee as

proxyholder in respect of those common shares. Under NI 54-101, unless corporate law does not allow it, if the NOBO or its nominee is appointed as proxyholder by the Company in this manner, the NOBO or its nominee, as applicable, must be given the authority to attend and vote the applicable shares in respect of all matters that come before the meeting and any adjournment or postponement of the meeting. If the Company receives such instructions at least one business day before the deadline for submission of proxies, it is required to deposit the proxy within that deadline, in order to appoint the NOBO or its nominee as proxyholder. **If a NOBO requests that the NOBO or its nominee be appointed as proxyholder, the NOBO or its appointed nominee, as applicable, will need to attend the meeting in person in order for the NOBOs vote to be counted.**

**NOBOs that wish to change their vote must in sufficient time in advance of the Meeting contact their Intermediary to arrange to change their vote. NOBOs should carefully follow the instructions of their Intermediaries, including those regarding when and where to complete the VIF's that are to be returned to their Intermediaries.**

Should an objecting beneficial owner (an "OBO") wish to attend and vote at the Meeting in person, the OBO should insert his or her name (or the name of the person the OBO wants to attend and vote on the OBO's behalf) in the space provided for that purpose on the request for VIF and return it to the OBO's Intermediary or send the Intermediary another written request that the OBO or its nominee be appointed as proxyholder. The Intermediary is required under NI 54-101 to arrange, without expense to the OBO, to appoint the OBO or its nominee as proxyholder in respect of the OBO's common shares. Under NI 54-101, unless corporate law does not allow it, if the Intermediary makes an appointment in this manner, the OBO or its nominee, as applicable, must be given authority to attend, vote and otherwise act for and on behalf of the Intermediary (who is the registered shareholder) in respect of all matters that come before the meeting and any adjournment or postponement of the meeting. An Intermediary who receives such instructions at least one business day before the deadline for submission of proxies is required to deposit the proxy within that deadline, in order to appoint the OBO or its nominee as proxyholder. **If an OBO requests that an Intermediary appoint the OBO or its nominee as proxyholder, the OBO or its appointed nominee, as applicable, will need to attend the meeting in person in order for the OBOs vote to be counted.**

**OBOs should carefully follow the instructions of their Intermediary, including those regarding when and where the completed request for voting instructions is to be delivered. Only registered shareholders have the right to revoke a proxy. OBOs who wish to change their vote must in sufficient time in advance of the Meeting, arrange for their respective intermediaries to change their vote and if necessary revoke their proxy in accordance with the revocation procedures set out above.**

Shareholders with questions respecting the voting of shares held through an Intermediary should contact that Intermediary for assistance.

All references to shareholders in this Information Circular and the accompanying form of proxy and Notice are to shareholders of record unless specifically stated otherwise.

#### **NOTE TO NON-OBJECTING BENEFICIAL OWNERS**

The Meeting Materials are being sent to both registered shareholders and NOBOs. If you are a NOBO, and the Company or its agent has sent the Meeting Materials directly to you, it means your name, address and information about your holdings of common shares have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding on your behalf. By choosing to send the Meeting Materials to you directly, the Company (and not the Intermediary holding on your behalf) has assumed responsibility for (i) delivering the Meeting Materials to you, and (ii) executing your proper voting instructions. Please return your voting instructions as specified in the request for voting instructions.

## VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF

The authorized capital of the Company consists of an unlimited number of common shares without par value.

The Company has fixed the close of business on December 2, 2025 as the record date (the “Record Date”) for the purposes of determining shareholders entitled to receive the Notice and vote at the Meeting. As at the Record Date, 111,541,268 common shares were issued and outstanding. At a general meeting of the Company, on a show of hands, every shareholder present in person shall have one vote and, on a poll, every shareholder shall have one vote for each common share of which he, she or it is the holder. The Company has no other classes of voting securities.

In accordance with the provisions of the *Business Corporations Act* (British Columbia), the Company will prepare a list of the holders of common shares on the Record Date. Each holder of common shares named on the list will be entitled to vote the common shares shown opposite its name on the list at the Meeting.

To the knowledge of the directors and senior officers of the Company, as of the Record Date, no person or company beneficially owns, directly or indirectly or exercises control or direction over, shares carrying more than 10% of the voting rights attached to all outstanding shares of the Company.

The above information was provided by management of the Company and the Company’s registrar and transfer agent as of the Record Date.

## QUORUM AND VOTES NECESSARY TO PASS RESOLUTIONS

Under the Company’s Articles, the quorum for the transaction of business at a meeting of shareholders is one person who is, or who represents by proxy, one or more shareholders who, in the aggregate, hold at least 5% of the issued common shares entitled to be voted at the Meeting. A simple majority of the votes of those shareholders who are present and vote either in person or by proxy at the Meeting is required in order to pass an ordinary resolution. A majority of two-thirds of the votes of those shareholders who are present and vote either in person or by proxy at the Meeting is required to pass a special resolution. There are no special resolutions proposed at this Meeting.

## INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

Other than as disclosed elsewhere in this Information Circular, none of the current directors or executive officers, no proposed nominee for election as a director, none of the persons who have been directors or executive officers since the commencement of the last completed financial year and no associate or affiliate of any of the foregoing persons has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting, save and except for those matters pertaining to the election of directors and the Company’s stock option plan.

## STATEMENT OF EXECUTIVE COMPENSATION

For the purpose of this Information Circular:

“**CEO**” means each individual who acted as chief executive officer of the Company or acted in a similar capacity for any part of the most recently completed financial year;

“**CFO**” means each individual who acted as chief financial officer of the Company or acted in a similar capacity for any part of the most recently completed financial year;

“**COO**” means chief operating officer; and

“**Named Executive Officer**” or “**NEO**” means: (a) a CEO; (b) a CFO; (c) a COO; (d) the Company’s most highly compensated executive officers, including any of the Company’s subsidiaries, or the most highly compensated individuals acting in a similar capacity, other than the CEO, CFO and COO, at the end of the most recently completed financial year and whose total compensation was, individually, more than \$150,000 as determined in accordance with subsection 1.3(5) of Form 51-102F6V *Statement of Executive Compensation – Venture Issuers*, for that financial year; and (e) each individual who would be a NEO under paragraph (d) but for the fact that the individual was neither an

executive officer of the Company, nor acting in a similar capacity at the end of the most recently completed financial year.

During the financial years ended June 30, 2025, 2024 and 2023, the Company had two Named Executive Officers, namely Graeme Lempriere, CEO and Steven Brassard, CFO. On September 24, 2025, Jeet Jheetey was appointed as COO.

*All dollar amounts referenced herein are Canadian Dollars unless otherwise specified.*

### **Oversight and Description of Director and NEO Compensation**

The Company provides a blend of base salaries, bonuses and equity incentive components to further align the interests of management with the interests of the Company's Shareholders.

The Company's board of directors (the "Board") does not presently have a Compensation Committee. Compensation of NEOs is reviewed annually and determined by the Board. When determining compensation policies and individual compensation levels for the Company's executive officers, the Company takes into consideration a variety of factors, including the overall financial and operating performance of the Company, and the Board's overall assessment of:

- (a) each executive officer's individual performance and contribution towards meeting corporate objectives;
- (b) each executive officer's level of responsibility,
- (c) each executive officer's length of service; and
- (d) industry comparables.

In the Board's view, there is, and has been, no need for the Company to design or implement a formal compensation program for NEOs.

#### Base Salary and Consulting Fees

Base salary and consulting fee levels reflect the fixed component of pay that compensates executives for fulfilling their roles and responsibilities and assists in the attraction and retention of highly qualified executives. Base salaries are reviewed annually to ensure they reflect each respective executive's performance and experience in fulfilling his or her role and to ensure executive retention. Currently base salaries and consulting fees are set at below industry standard levels to make more capital available for development of the Company's business. Compensation is made up with the provision of stock options (see below for description). Salary and consulting fee levels will be reviewed and revised as the Company grows.

#### Equity Incentives

Performance-based incentives have historically been granted by way of stock options. The awards are intended to align executive interests with those of shareholders by tying compensation to share performance and to assist in retention through vesting provisions.

In determining the number of stock options to be granted to the executive officers and directors, the Board takes into account the number of stock options, if any, previously granted to each executive officer and director and the exercise price of any outstanding options to ensure that such grants are in accordance with the policies of the TSX Venture Exchange (the "TSXV").

The number of stock options granted to officers and directors is also dependent on each officer's and director's level of responsibility, authority and importance to the Company and to the degree to which such officer's or director's long-term contribution to the Company will be key to its long-term success.

In monitoring or adjusting the option allotments, the Board takes into account its own observations on individual performance (where possible), its assessment of individual contribution to shareholder value and previous option grants. The scale of options is generally commensurate to the appropriate level of base compensation for each level of responsibility. If the Company's new equity incentive plan is approved at the Meeting, the Board will also be able to grant restricted share units, deferred share units, preferred share units, stock appreciation rights and stock purchase rights. See "Particulars of Matters to be Acted Upon – Approval of New Equity Incentive Plan" below.

### Director and NEO Compensation

The following table (presented in accordance with National Instrument Form 51-102F6V – *Statement of Executive Compensation – Venture Issuers*) sets forth all annual and long term compensation for services paid to or earned by each NEO and director for the two most recently completed financial years ended June 30, 2023, 2024 and 2025, excluding compensation securities.

**Table of Compensation excluding Compensation Securities**

Name and position	Year	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
<b>Graeme Lempriere</b> <i>CEO and Chairman</i>	2025	200,000	nil	nil	nil	nil	200,000
	2024	200,000	nil	nil	nil	nil	200,000
	2023	200,000	nil	nil	nil	nil	200,000
<b>Gary Anderson</b> <i>Director</i>	2025	nil	nil	nil	nil	nil	nil
	2024	nil	nil	nil	nil	nil	nil
	2023	nil	nil	nil	nil	nil	nil
<b>Steven Brassard</b> <i>CFO and Corporate Secretary</i>	2025	168,000	nil	nil	nil	4,800	172,800
	2024	168,000	nil	nil	nil	4,800	172,800
	2023	168,000	nil	nil	nil	4,800	172,800
<b>Colin Rush</b> <sup>1,2</sup> <i>Former Director, President and COO</i>	2025	nil	nil	nil	nil	nil	nil
	2024	nil	nil	nil	nil	nil	nil
	2023	187,500	nil	nil	nil	nil	187,500
<b>Ulrich Trogele</b> <i>Director</i>	2025	nil	nil	nil	nil	nil	nil
	2024	nil	nil	nil	nil	nil	nil
	2023	nil	nil	nil	nil	nil	nil
<b>Glenn Gatliffe</b> <i>Director</i>	2025	nil	nil	nil	nil	nil	nil
	2024	nil	nil	nil	nil	nil	nil
	2023	nil	nil	nil	nil	nil	nil
<b>Steven Sommerfeld</b> <sup>3</sup> <i>Former Director</i>	2025	n/a	n/a	n/a	n/a	n/a	n/a
	2024	nil	nil	nil	nil	nil	nil
	2023	nil	nil	nil	nil	nil	nil

1. Served as Chief Operating Officer from August 1, 2016 to March 31, 2023 and as President from March 7, 2022 to March 31, 2023.
2. Served as a director from April 24, 2014 to January 31, 2024.
3. Served as a director from February 8, 2021 to September 30, 2023.

## Stock Options and Other Compensation Securities

The Company granted options as follows:

Financial Year	Options Granted Total	Options Granted to directors and Named Executive Officers
June 30, 2025	Nil	Nil
June 30, 2024	1,100,000	Nil
June 30, 2023	1,500,000	Nil

There were no compensation securities granted or issued to any director or NEO in the financial years ended June 30, 2025, 2024 and 2023 for services provided or to be provided, directly or indirectly, to the Company.

There were no stock options held by directors or NEO as at June 30, 2025 or 2024. As at June 30, 2023 the number of stock options held by each director and NEO was as follows:

Graeme Lempriere	– 400,000 stock options	Ulrich Trogele	– nil stock options
Gary Anderson	– 250,000 stock options	Glenn Gatliffe	– 200,000 stock options
Steven Brassard	– 400,000 stock options	Steve Sommerfeld <sup>2</sup>	– 200,000 stock options
Colin Rush <sup>1</sup>	– 1,000,000 stock options		

1. Served as a director from April 24, 2014 to January 31, 2024 and a NEO from August 1, 2016 to March 31, 2023.

2. Served as a director from February 8, 2021 to September 30, 2023.

## Exercise of Compensation Securities by Directors and NEOs

There were no stock options or other compensation securities exercised by any director or NEO during the financial years ended June 30, 2025, June 30, 2024 and June 30, 2023.

## Stock Option Plans and Other Incentive Plans

The only stock option plan or other incentive plan the Company currently has in place is a 10% “rolling” stock option plan (the “Stock Option Plan”), which authorizes the Board to grant options to directors, officers, employees and consultants to acquire up to 10% of the issued and outstanding common shares of the Company, from time to time. The underlying purpose of the Stock Option Plan is to attract and motivate the directors, officers, employees and consultants of the Company and to advance the interests of the Company by affording such persons with the opportunity to acquire an equity interest in the Company through rights granted under the Stock Option Plan.

The Company proposes to implement a new equity incentive plan that, if approved at the Meeting, would allow the Board to grant, in addition to stock options - restricted share units, deferred share units, preferred share units, stock appreciation rights and stock purchase rights once the Company becomes listed on Tier 2 of the TSX Venture Exchange. For details of the proposed Equity Incentive Plan, see “*Particulars of Matters to be Acted Upon –Approval of the New Equity Incentive Plan*” below.

The Company has no other form of compensation plan under which equity securities of the Company are authorized for issuance to employees or non-employees in exchange for consideration in the form of goods and services.

## Employment, Consulting and Management Agreements

The material terms of each agreement or arrangement under which compensation was provided during the most recently completed financial year or is payable in respect of services provided to the Company or any of its subsidiaries that were: (a) performed by a director or NEO; or (b) performed by any other party but are services typically provided by a director or NEO are as follows:

*Graeme Lempriere (CEO)* - During the years-ended June 30, 2025, 2024 and 2023 Mr. Lempriere earned \$200,000 per year as CEO of the Company. His employment can be terminated by the Company at any time by paying an amount equal to three years annual salary. Upon an event of constructive dismissal, or following a change in control, if Mr. Lempriere were to be terminated without cause or to resign, he would receive an amount equal to three years’ annual salary. A total amount of \$394,569 remains as unpaid and accrued as at June 30, 2025.



*Steve Brassard, CPA, CA, C.Dir., MPAcc (CFO and Corporate Secretary)* - During the years-ended June 30, 2025, 2024 and 2023, Mr. Brassard earned \$168,000 per year as CFO and Corporate Secretary of the Company. His contract can be terminated by the Company at any time by providing four months' notice, or equivalent pay. Upon an event following a change in control, his contract can be terminated by providing six months' pay in cash. A total amount of \$343,305 remains as unpaid and accrued as at June 30, 2025.

Other than disclosed above, there were no other agreements or arrangement containing provisions with respect to change of control, severance, termination or constructive dismissal for directors or NEOs.

#### **Pension disclosure**

The Company does not provide any form of pension to any of its directors or NEOs.

### **SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS**

The following table provides information regarding the number of common shares to be issued upon the exercise of outstanding options and the weighted-average exercise price of the outstanding options in connection with the Stock Option Plan as at June 30, 2025:

<b>Plan Category</b>	<b>Number of Common Shares to be issued upon exercise of outstanding options #</b>	<b>Weighted-average exercise price of outstanding options \$</b>	<b>Number of Common Shares remaining available for future issuance under equity compensation plans<sup>1</sup> #</b>
Equity compensation plans approved by security holders	500,000	0.40	9,005,687
Equity compensation plans not approved by security holders	n/a	n/a	n/a
<b>Total</b>	500,000	0.40	9,005,687

1. Based on there being 95,056,869 shares outstanding as of June 30, 2025.

### **INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS**

At no time during the last completed financial year was any current director, executive officer or employee or any former director, executive officer or employee of the Company, or any proposed nominee for election as a director of the Company (i) indebted to the Company; or (ii) indebted to another entity where such indebtedness is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company, other than routine indebtedness.

### **INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS**

The term "informed person" as defined in National Instrument 51-102 *Continuous Disclosure Obligations* means a director or executive officer of the Company, or any person or company who beneficially owns, directly or indirectly, voting securities of the Company or who exercises control or direction over voting securities of the Company carrying more than 10% of the voting rights attached to all outstanding voting securities of the Company, other than voting securities held by the person or company as underwriter in the course of a distribution.

Except as disclosed elsewhere herein or in the Notes to the Company's financial statements for the financial years ended June 30, 2023, 2024 and 2025 and the Company's management discussion and analysis for the financial years ended June 30, 2023, 2024 and 2025, no informed person or nominee for election as a director of the Company, or any associate or affiliate of an informed person or proposed director, has or had any material interest, direct or indirect, in any transaction since the commencement of the Company's most recently completed financial year or in a proposed transaction which has materially affected or would materially affect the Company or any subsidiary of the Company.

- During the financial year ended June 30, 2024, the Company issued a private company controlled by Dr. Ulrich Trogele 198,151 common shares to settle accrued interest aggregating \$19,203 relating to a secured promissory note in the principal amount of \$203,827 issued March 22, 2023. During the financial year ended June 30, 2023 there was no comparable transaction. As at June 30, 2025 the total amount owing under this promissory note was \$278,473 (June 30, 2024: \$232,911; June 30, 2023: \$210,731).
- On January 19, 2024 the Company issued Gary Anderson a secured promissory note in the principal amount of \$50,000. As at June 30, 2024 the total amount owing under this promissory note was \$58,597 (June 30, 2024: \$52,520; June 30, 2023: \$nil).
- The Company has issued Jason Schultz and JDS Farms Ltd. the following secured promissory notes:
  - October 2022 in the principal amount of \$910,500, consisting of restructuring of a matured promissory note in the principal amount of \$510,500 and an advance of \$400,000. This promissory note was subsequently amended to mature December 31, 2025. As at June 30, 2025 the total amount owing under this promissory note was \$1,145,592 (June 30, 2024: \$1,072,752; June 30, 2023: \$1,018,122). This note bears interest at 8% per annum.
  - February 2024 in the principal amount of \$25,000. This promissory note was subsequently amended to mature December 31, 2025. As at June 30, 2025 the total amount owing under this promissory note was \$29,007 (June 30, 2024: \$25,998; June 30, 2023: \$nil). This note bears interest at 11% per annum.
  - February 2025 in the principal amount of \$25,000. This promissory note will mature February 2026. As at June 30, 2025 the total amount owing under this promissory note was \$26,804 (June 30, 2024: \$nil; June 30, 2023: \$nil). This note bears interest at 18% per annum.
  - April 2025 in the principal amount of \$100,000. This promissory note will mature April, 2026. As at June 30, 2025 the total amount owing under this promissory note was \$103,023 (June 30, 2024: \$nil; June 30, 2023: \$nil). This note bears interest at 18% per annum.

Jason Schultz is an insider of the Company as discussed under **New Control Person**. JDS Farms Ltd. is a company controlled by Jason Schultz.

## AUDIT COMMITTEE

Pursuant to the policies of the TSXV and the provisions of section 224 of the *Business Corporations Act* of British Columbia, the Company is required to have an Audit Committee comprised of at least three directors, the majority of which must not be officers or employees of the Company.

The Company must also, pursuant to the provisions of National Instrument 52-110 *Audit Committees* (“NI 52-110”), have a written charter, which sets out the duties and responsibilities of its Audit Committee. In providing the following disclosure, the Company is relying on the exemption provided under NI 52-110, which allows for the short form disclosure of the audit committee procedures of venture issuers.

### Audit Committee’s Charter

The Board has adopted an Audit Committee Charter, which sets out the Audit Committee’s mandate, organization, powers and responsibilities. The Audit Committee’s Charter is attached as Schedule A to this Information Circular.

### Composition of the Audit Committee

The following were the members of the Company’s Audit Committee during the financial year ended June 30, 2025:

Gary Anderson (Chair)	Independent <sup>1</sup>	Financially literate <sup>1</sup>
Glenn Gatliffe	Independent <sup>1</sup>	Financially literate <sup>1</sup>
Graeme Lempriere	Not Independent <sup>1</sup>	Financially literate <sup>1</sup>

1. As defined by NI 52-110.

## Relevant Education and Experience

In addition to each member's general business experience, the education and experience of each Audit Committee member that is relevant to the performance of his/her responsibilities as an Audit Committee member is as follows:

**Gary Anderson** – co-founded Ag Growth International Inc. ("AGI") in 1996 and served as its CEO from 2010 to January 2016. Mr. Anderson retired from the AGI Board of Directors in 2020. From its inception on the Alberta Stock Exchange to his retirement, he was a driving force behind AGI's strategic direction, the acquisition and integration of fifteen business units, the development of AGI's people and its ongoing operational performance and improvements. Mr. Anderson holds a Bachelor of Commerce degree from the University of Saskatchewan.

**Glenn Gatliffe** – is a senior investment banker with over 20 years of experience. Mr. Gatliffe is a Partner of Argyle Capital Partners Inc. Throughout his career he has represented both BMO Capital Markets and Raymond James Ltd. as a lead underwriter in dozens of Canadian equity financings and initial public offerings. He has also advised public and private companies on strategic acquisitions and divestitures. Mr. Gatliffe holds a Master of Business Administration from McGill University with a focus in Finance and a Bachelor of Science in Business Administration from Babson College in Finance and Economics.

**Graeme Lempriere** – is the Chairman, of the Board of Directors and CEO of the Company. Mr. Lempriere has over 20 years of experience as a director or senior officer of a number of private and public companies. Mr. Lempriere has been responsible for approving financial statements as a director and oversight of financial statements as an officer.

## Audit Committee Oversight

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

## Reliance on Certain Exemptions

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

## Pre-Approval Policies and Procedures

The Committee has adopted specific policies and procedures for the engagement of non-audit services as described above under the heading "External Auditors".

## External Auditor Service Fees (By Category)

The aggregate fees billed by the Company's external auditors in each of the last three fiscal years for audit fees are as follows:

Financial Year Ending	Audit Fees	Audit Related Fees <sup>1</sup>	Tax Fees <sup>2</sup>	All Other Fees <sup>3</sup>
2025	\$145,000	nil	nil	nil
2024	\$100,000	nil	nil	nil
2023	\$150,000	nil	nil	nil

1. Fees charged for assurance and related services reasonably related to the performance of an audit, and not included under "Audit Fees" including fees related to review a preliminary shelf prospectus, a review engagement for quarterly financial statements and annual information form.
2. Fees charged for tax compliance, tax advice and tax planning services.
3. Fees for services other than disclosed in any other column.

## **CORPORATE GOVERNANCE**

Corporate governance relates to the activities of the Board, the members of which are elected by and are accountable to the shareholders, and takes into account the role of the individual members of management who are appointed by the Board and who are charged with the day-to-day management of the Company. National Policy 58-201 *Corporate Governance Guidelines* establishes corporate governance guidelines which apply to all public companies. These guidelines are not intended to be prescriptive but to be used by issuers in developing their own corporate governance practices. The Board is committed to sound corporate governance practices, which are both in the interest of its shareholders and contribute to effective and efficient decision making.

Pursuant to National Instrument 58-101 *Disclosure of Corporate Governance Practices* (“NI 58-101”) the Company is required to disclose its corporate governance practices, as summarized below. The Board will continue to monitor such practices on an ongoing basis and when necessary implement such additional practices as it deems appropriate.

### **Board of Directors**

The Board is currently composed of four (4) directors, namely Graeme Lempriere, Gary Anderson, Dr. Ulrich Trogele, and Glenn Gatcliffe. All of the current directors will be standing for re-election as directors at the Meeting.

NI 58-101 suggests that the Board of a public company should be constituted with a majority of individuals who qualify as “independent” directors. An “independent” director is a director who is independent of management and is free from any interest and any business or other relationship which could, or could reasonably be perceived to materially interfere with the director’s ability to act with a view to the best interests of the Company, other than interests and relationships arising from shareholding. In addition, where a company has a significant shareholder, NP 58-101 suggests that the Board should include a number of directors who do not have interests in either the company or the significant shareholder. Of the proposed nominees, Gary Anderson, Glenn Gatcliffe and Ulrich Trogele are considered by the Board to be “independent” within the meaning of NP 58-101, and Graeme Lempriere (CEO) is a management director and accordingly is considered to be “non-independent”.

The independent directors exercise their responsibilities for independent oversight of management and meet independently of management whenever deemed necessary.

Each member of the Board understands that he or she is entitled, at the cost of the Company, to seek the advice of an independent expert if he or she reasonably considers it warranted under the circumstances. No director found it necessary to do so during the financial years ended June 30, 2025, 2024 and 2023.

### **Directorships**

None of the Company’s directors are directors of other Canadian reporting companies.

### **Orientation and Continuing Education**

New directors are briefed on the Company’s overall strategic plans, short, medium- and long-term corporate objectives, financials status, general business risks and mitigation strategies, and existing company policies. There is no formal orientation for new members of the Board. This is considered to be appropriate, given the Company’s size and current level of operations, the ongoing interaction amongst the directors and the low director turn-over. However, if the growth of the Company’s operations warrants it, a formal orientation process will be implemented.

The skills and knowledge of the Board as a whole is such that no formal continuing education process is currently deemed required. The Board is comprised of individuals with varying backgrounds, who have, both collectively and individually, extensive experience in agriculture, technology development, international markets, intellectual property, human resources, public company governance, manufacturing, sales and marketing and accounting. Board members are encouraged to communicate with management and auditors to keep themselves current with industry trends and developments and changes in legislation, with management’s assistance. The directors are advised that, if a director believes that it would be appropriate to attend any continuing education event for corporate directors, the Company will pay for the cost thereof. Board members have full access to the Company’s records. Reference is made to the table under the heading “Election of Directors” for a description of the current principal occupations of the members of the Board.

## **Ethical Business Conduct**

The Board has not adopted a written Code of Ethical Conduct for its directors, officers and employees at this time. The Board monitors the ethical conduct of the Company and ensures that it complies with applicable legal and regulatory requirements, such as those of relevant securities commissions and stock exchanges. The Board has found that the fiduciary duties placed on individual directors by governing corporate legislation and the common law, as well as the restrictions placed by applicable corporate legislation on the individual director's participation in decisions of the Board in which the director has an interest, have been sufficient to ensure that the Board operates in the best interests of the Company and its shareholders.

In addition, as some of the directors of the Company also serve as directors and officers of other companies engaged in similar business activities, the Board must comply with the conflict of interest provisions of the British Columbia *Business Corporations Act*, as well as the relevant securities regulatory instruments, in order to ensure that directors exercise independent judgment in considering transactions and agreements in respect of which a director or officer has a material interest. Any interested director would be required to declare the nature and extent of his interest and would not be entitled to vote at meetings of directors which evoke any such conflict.

## **Nomination of Directors**

The Company's management is continually in contact with individuals and reporting issuers involved in both the agricultural industry and technology driven companies. From these sources the Company has made numerous contacts and in the event that the Company were in a position to nominate any new directors, such individuals would be brought to the attention of the Board. The Company conducts due diligence, reference and background checks on any suitable candidate. New nominees must have a track record in general business management, special expertise in an area of strategic interest to the Company, the ability to devote the time required and a willingness to serve the Company.

## **Board Committees**

The Company currently has only an Audit Committee in place.

## **Assessments**

Neither the Company nor the Board has determined formal means or methods to regularly assess the Board, its committees or the individual directors with respect to their effectiveness and contributions. Effectiveness is subjectively measured by comparing actual corporate results with stated objectives. The contributions of any individual director are informally monitored by the other Board members, having in mind the business strengths of the individual and the purpose of originally nominating the individual to the Board.

## **MANAGEMENT CONTRACTS**

Management functions of the Company are generally performed by directors and senior officers of the Company and not, to any substantial degree, by any other person to whom the Company has contracted.

## **PARTICULARS OF MATTERS TO BE ACTED UPON**

### **A. Financial Statements**

The consolidated financial statements of the Company for the fiscal years ended June 30, 2025, 2024 and 2023, the reports of the auditor, and related management discussion and analysis (together, the "financial statements") will be placed before the Meeting for discussion. No formal action will be taken at the Meeting to approve the financial statements.

## B. Election of Directors

Although Management is only nominating four (4) individuals to stand for election, the names of further nominees for directors may come from the floor at the Meeting.

The directors of the Company are elected annually and hold office until the next annual general meeting of the Shareholders or until their successors are elected or appointed. Management proposes to nominate the persons listed below for election as directors of the Company to serve until their successors are elected or appointed. In the absence of instructions to the contrary, Proxies given pursuant to the solicitation by Management will be voted for the nominees listed in this Information Circular. **Management does not contemplate that any of the nominees will be unable to serve as a director.**

The following table sets out the names of the persons to be nominated for election as directors, the positions and offices which they presently hold with the Company, their respective principal occupations or employments during the past five years if such nominee is not presently an elected director and the number of shares of the Company which each beneficially owns, directly or indirectly, or over which control or direction is exercised as of the date of this Information Circular:

Name, Province/State and Country of Residence and Other Positions, if any, held with the Company	Date First Became a Director	Principal Occupation	Number of Shares <sup>1</sup>
<b>GRAEME LEMPRIERE</b> British Columbia, Canada <i>CEO and Chairman of the Board of Directors<sup>2</sup></i>	Jan. 28, 2010	Chairman of the Board of Directors and CEO of the Company; CEO of Marvelle Capital Corp. since October 2006.	7,850,000 <sup>3</sup>
<b>GARY ANDERSON</b> Manitoba, Canada <i>Director<sup>2</sup> and Former President</i>	Aug. 29, 2017	President of the Company until March 7, 2022. President of Salthammer Inc. Co-founder, former CEO and a former director of Ag Growth International Inc., a TSX listed company.	6,285,667
<b>GLENN GATCLIFFE</b> Ontario, Canada <i>Director<sup>2</sup></i>	Nov. 4, 2020	Partner of Argyle Capital Partners Inc. since November 2020. Managing Director, Investment Banking, Head of Consumer, Agriculture, Chemicals and Manufacturing, Raymond James Ltd. from November 2015 to September 2020. Investment and Corporate Banking BMO Capital Markets from June 2000 to April 2015.	nil
<b>DR. ULRICH TROGELE</b> California, U.S.A. <i>Director</i>	April 1, 2020	Agribusiness business executive. President of AMAG Ventures LLLP. COO & EVP of AMVAC Chemical Corporation, a wholly owned subsidiary of American Vanguard Corporation, a NYSE listed company, from January 2015 to May 2024	576,974

- Information as to voting shares beneficially owned, not being within the knowledge of the Company, has been furnished by the respective nominees individually.
- Member of Audit Committee.
- Owned as to 320,000 shares directly; 4,830,000 shares by Marvelle Capital Corporation and 2,500,000 shares by Marvelle Corporate Development Ltd., both companies controlled by Graeme Lempriere.
- Owned as to 140,000 shares directly and 436,974 shares by AMAG Ventures LLLP, a company controlled by Dr. Trogele.

None of the proposed nominees for election as a director of the Company are proposed for election pursuant to any arrangement or understanding between the nominee and any other person, except the directors and senior officers of the Company acting solely in such capacity.

***Cease Trade Orders, Bankruptcies, Penalties or Sanctions***

Except as noted below, no proposed director is, as at the date of this Information Circular, or has been within 10 years before the date of this Information Circular, a director, chief executive officer or chief financial officer of any company (including the Company) that:

- (a) was subject to an order that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or
- (b) was subject to an order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

For the purposes hereof, the term “order” means:

- (a) a cease trade order;
- (b) an order similar to a cease trade order; or
- (c) an order that denied the relevant company access to any exemption under securities legislation,

that was in effect for a period of more than 30 consecutive days.

Each of the proposed directors were directors of the Company as of January 5, 2024 when a cease trade order was issued by the British Columbia Securities Commission against the Company for its failure to file its annual audited financial statements for the fiscal year ended June 30, 2023, its interim financial statements for the three months ended September 30, 2023, and corresponding MD&A and certifications. That cease trade order was rescinded June 10, 2025.

No proposed director:

- (a) is, as at the date of this Information Circular, or has been within the 10 years before the date of this Information Circular, a director or executive officer of any company (including the Company) that, while such person was acting in such 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 10 years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or has a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

No proposed director is or has been subject to:

- (a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or
- (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in deciding whether to vote for a proposed director.

**C. Appointment of Auditor**

Management of the Company has recommended to the Board that the Company propose MNP LLP, Chartered Professional Accountants, the incumbent auditors, to the shareholders for re-election as the Company’s auditors. Accordingly, unless such authority is withheld, the persons named in the accompanying proxy intend to vote for the reappointment of MNP LLP, as auditors of the Company for the ensuing year, until the close of the next annual general meeting of shareholders, at a remuneration to be fixed by the directors. MNP LLP was appointed to the position of auditor of the Company on June 11, 2024.

## **D. Approval of New Equity Incentive Plan**

### ***Background***

The Company previously had in place a “rolling” stock option plan pursuant to which the Company was authorized to grant stock options of up to 10% of its issued and outstanding shares, from time to time.

Effective October 6, 2025 the Company’s Board adopted a new equity incentive plan (the “Incentive Plan”) to replace the prior stock option plan. The new Incentive Plan includes:

- a “rolling” stock option component pursuant to which the Company is authorized to grant stock options of up to 10% of its issued and outstanding shares, from time to time.
- a “fixed” equity compensation award component (as discussed below) pursuant to which the Company is authorized to grant Awards, excluding stock options, of up to 10% of its issued and outstanding shares at the time the Incentive Plan was implemented. The maximum number of shares which can be realized upon the exercise of all Awards, excluding Options, is capped at 11,154,126 shares.

The new Incentive Plan has been reviewed and approved by the TSXV, but remains subject to the approval by the Company’s shareholders. A complete copy of the Incentive Plan is attached to this Information Circular as Schedule “B”. Shareholders are encouraged to review the Incentive Plan in its entirety.

### ***Material Terms of the Incentive Plan***

The Incentive Plan allows for the issuance of share purchase options (“Options”, as under the old plan), but also restricted share units (RSUs), deferred share units (DSUs), preferred share units (PSUs), stock appreciation rights and stock purchase rights (collectively with Options, “Awards”). Awards will be granted as a means to provide incentives to directors, officers, employees and consultants of the Company and its subsidiaries. In determining the number and type of incentives to be granted to each person, the Company will take into account (i) the level of responsibility of the person, (ii) his or her impact or contribution to the longer-term operating performance of the Company, (iii) the number of incentives, if any, previously granted to each person, and (iv) the exercise price or vesting criteria of any outstanding incentives to ensure that the interests of the individuals are closely aligned with the interests of shareholders.

The Incentive Plan provides that, with respect to Options:

1. All directors, officers, employees, consultants and certain charities are eligible to be granted Options under the Incentive Plan, however eligibility to participate does not confer on any person any right to be granted Options. The extent to which any person is entitled to receive a grant of an Option, and the terms thereof, will be determined in the sole and absolute discretion of the Board.
2. All Options are subject to the conditions, limitations, restrictions, exercise price, vesting, settlement and forfeiture provisions determined in the sole and absolute discretion of the Board, subject to such limitations provided in the Incentive Plan, and will be evidenced by an Option agreement.
3. No Options granted under the Incentive Plan or any right thereunder or in respect thereof shall be transferable or assignable (other than upon the death of the Option holder).
4. The maximum number of shares which can be realized upon the exercise of all Options is 10% of the Company’s issued and outstanding shares, at the time of each Option grant.
5. The exercise price of Options will be determined by the Board in its sole discretion, but shall not be less than the minimum price for Options permitted by the TSXV.
6. The term of Options will be fixed by the Board at the time such Options are granted, provided that Options will not be permitted to exceed a term of ten years.
7. Options to acquire no more than (i) 5% of the issued shares may be granted to any one individual in any 12 month period; and (ii) 2% of the issued shares may be granted to a consultant, or a person performing investor relations activities, in any 12 month period.



8. If an Option holder (i) ceases to be a director or officer of the Company (other than by reason of death), then the Options held by such person will expire no later than the 90<sup>th</sup> day following the date that the Option holder ceases to be a director or officer of the Company, subject to the terms and conditions set out in the Incentive Plan, or (ii) ceases to be employed or retained as a consultant by the Company (other than by reason of death), then the Options granted shall expire no later than the 30<sup>th</sup> day following the date that the Option holder ceases to be employed or retained by the Company, subject to the terms and conditions set out in the Incentive Plan.
9. Option holders have the right to exercise Options on a cashless basis.
10. Disinterested shareholder approval and TSXV approval must be obtained for virtually all changes to the Incentive Plan or outstanding Options, including (i) any reduction in the exercise price of outstanding Options; (ii) any other amendment to the terms of outstanding Options; and (iii) to any amendment to the Incentive Plan.
11. The number of shares subject to an Option will be subject to adjustment in the event of any consolidation, subdivision, conversion or exchange of the Company's common shares.

The Incentive Plan provides that, with respect to all other Awards:

- A “restricted share unit” or RSU means a right granted to a participant by the Company as compensation for employment or consulting services or services as a director or officer, to receive, for no additional cash consideration, securities of the Company upon specified vesting criteria being satisfied (which are typically time based) and which may provide that, upon vesting, the award may be paid in cash and/or shares of the Company.
  - A “deferred share unit” or DSU means a right granted to a participant by the Company as compensation for employment or consulting services or services as a director or officer, to receive, for no additional cash consideration, securities of the Company on a deferred basis (which is typically after the earliest of the retirement, termination of employment or death of the participant), and which may provide that, upon vesting, the award may be paid in cash and/or shares of the Company.
  - A “preferred share unit” or PSU means a right granted to a participant by the Company as compensation for employment or consulting services or services as a director or officer, to receive, for no additional cash consideration, securities of the Company upon specified vesting criteria being satisfied (which are typically performance based) and which may provide that, upon vesting, the award may be paid in cash and/or shares of the Company.
  - A “SAR” or “Stock Appreciation Right” means a right granted to a participant by the Company as compensation for employment or consulting services or services as a director or officer, to receive cash and/or shares of the Company based wholly or in part on appreciation in the trading price of the Company's shares.
  - A “SPR” or “Stock Purchase Right” means a right granted to a participant by the Company as compensation for employment or consulting services or services as a director or officer pursuant to which the Company may provide financial assistance or pursuant to which the participant is allowed to purchase shares of the Company (often at a discount to Market Price), or pursuant to which the participant is entitled to receive additional shares upon subscribing for a pre-established number of shares, which shares may be issued from the treasury of the Company or purchased on the secondary market.
1. All directors, officers, employees and consultants are eligible to be granted Awards except persons involved in providing investor relations activities to the Company. Eligibility to participate does not confer on any person any right to receive any grant of an Award pursuant. The extent to which any person is entitled to receive a grant of an Award, and the terms thereof, will be determined in the sole discretion of the Board.
  2. The maximum number of shares which can be realized upon the exercise of all Awards under the Incentive Plan, excluding Options, is capped at 11,154,126 shares, (being 10% of the Company's issued and outstanding shares at the time the Incentive Plan was implemented).
  3. All Awards are subject to the conditions, limitations, restrictions, exercise price, vesting, settlement and forfeiture provisions determined in the sole discretion of the Board, subject to such limitations provided in the Incentive Plan, and will generally be evidenced by an Award agreement. In addition, subject to the limitations of the Incentive Plan and in accordance with applicable law, the Board may accelerate or defer the vesting or

payment of Awards, cancel or modify outstanding Awards, and waive any condition imposed with respect to Awards or shares issued pursuant to Awards.

4. No Awards granted under the Incentive Plan or any right thereunder or in respect thereof shall be transferable or assignable (other than upon the death of the participant).
5. The criteria for vesting of Awards under the Incentive Plan, will be determined by the Board in its sole discretion, but must be in compliance with TSXV policies.
6. Awards to acquire no more than (i) 5% of the issued shares may be granted to any one individual in any 12 month period; and (ii) 2% of the issued shares may be granted to a consultant, in any 12 month period.
7. If a participant (i) ceases to be a director or officer of the Company (other than by reason of death), as the case may be, then the Awards granted shall expire no later than the 90th day following the date that the person ceases to be a director or officer of the Company, subject to the terms and conditions set out in the Incentive Plan, or (ii) ceases to be employed by the Company or retained by as a consultant of the Company (other than by reason of death), as the case may be, then the Awards granted shall expire no later than the 30th day following the date that the person ceases to be employed or retained by the Company, subject to the terms and conditions set out in the Incentive Plan.
8. RSUs may not vest within one year of the date of grant except:
  - (a) upon the death of the holder, a pro rata number of the unvested RSUs credited to the holder, based on the portion of the applicable vesting period that has been completed as of the date of the death, will vest on the date of the holder's death;
  - (b) upon the eligible retirement of the holder, a pro rata number of the unvested RSUs credited to the holder, based on the portion of the applicable vesting period that has been completed as of the date of the eligible retirement will vest on the date of such retirement;
  - (c) unless otherwise specified in the particular grant agreement, in the case of termination without cause by the Company of a holder (other than eligible retirement), all unvested RSUs credited to the holder shall vest on the date of such termination; and
  - (d) where a holder is terminated for cause or where the holder has voluntarily terminated his/her employment or service with the Company, all unvested RSUs as at the date of such termination shall be immediately cancelled without liability or compensation therefor and be of no further force and effect.
9. The vesting of DSUs and PSUs shall occur at such times, in such instalments and subject to such terms and conditions as may be determined by the Board and set forth in the applicable instrument of grant, provided that such Awards shall not vest within one year of the date of grant except in the event of the death of the holder or the holder ceases to be an eligible person in connection with a change of control, takeover bid, reverse takeover or similar transaction.
10. To settle Awards, the Company shall, at the discretion of the holder, subject to the restrictions set forth in the Incentive Plan, (i) issue to the holder from treasury the number of Shares that is equal to the number of vested Awards, as fully paid and non-assessable Shares, or (ii) deliver to the holder an amount in cash equal to the cash equivalent for the vested Awards, or (iii) any combination thereof.
11. Disinterested shareholder approval and TSXV approval must be obtained for virtually all changes to the Incentive Plan or outstanding Awards, including:
  - (a) any amendment extending the term of an Award beyond its original expiry date except as otherwise permitted by the Incentive Plan;
  - (b) any amendment extending eligibility to participate in the plan to persons other than "Eligible Persons" as defined in the Incentive Plan;
  - (c) any amendment permitting the transfer of Awards, other than for normal estate settlement purposes or to a trust governed by a RRSP, TFSA, or similar plan;
  - (d) any amendment increasing the maximum aggregate number of Shares that may be subject to issue at any given time in connection with Awards granted under the plan;
  - (e) any amendment to the amendment provisions;

- (f) any amendments to the vesting provision of the plan or any Award; and
  - (g) any other amendment required to be approved by shareholder under applicable law or rules of the TSXV.
12. The number of shares subject to an Award will be subject to adjustment in the event of any consolidation, subdivision, conversion or exchange of the Company's common shares.

The above are summaries only of the Incentive Plan, and subject to the full terms and provisions as set forth in Schedule B attached hereto. Shareholders are encouraged to review the Incentive Plan in its entirety.

The Company will be required to obtain yearly shareholders' approval of the Incentive Plan at each annual general meeting.

While the Company is listed on the NEX branch of the TSXV, it is eligible to grant Options only under the Incentive Plan. Upon the Company graduating its listing to Tier 2 on the TSXV, it will be eligible to award all other incentives under the new plan.

A four-month period (commencing on the date an Award is granted) is required for all Awards granted to insiders of the Company or granted at any discount to the Market Price (as defined in TSXV Policy 1.1). Notice of all Awards granted under the Incentive Plan must be given to the TSXV at the end of each calendar month in which such Awards are granted. Any amendments to the Incentive Plan must also be approved by the TSXV and, if necessary, by the shareholders of the Company prior to becoming effective.

#### ***Shareholder Approval of the Equity Incentive Plan***

At the Meeting, shareholders will be asked to approve the following ordinary resolution, which must be approved by at least a majority of the votes cast by shareholders represented in person or by proxy at the Meeting who vote in respect of the resolution:

“RESOLVED, as an ordinary resolution of the shareholders of Clean Seed Capital Group Ltd. (the “Company”), that:

1. The Company's Equity Incentive Plan (the “Incentive Plan”), a copy of which is attached to and forms a part of the Company's Information Circular dated December 3, 2025, be and is hereby ratified, confirmed and approved, subject to the acceptance of the Incentive Plan by the TSX Venture Exchange (the “TSXV”);
2. The board of directors of the Company be authorized in its absolute discretion to administer the Incentive Plan and amend or modify the Incentive Plan in accordance with its terms and conditions and the policies of the TSXV;
3. The grant of awards under the Incentive Plan, in accordance with its terms, be and is hereby approved; and
4. Any one director or officer of the Company be and is hereby authorized and directed to do all such acts and things and to execute and deliver, all such deeds, documents, instruments and assurances as in his opinion may be necessary or desirable to give effect to the foregoing resolutions, including, without limitation, making any changes to the Incentive Plan required by the TSXV or applicable securities regulatory authorities and to complete all transactions in connection with the administration of the Incentive Plan.”

Disinterested shareholder approval of the foregoing resolution will be required, and consequently any shareholder who may be entitled to receive an Award under the Incentive Plan will be disqualified from voting on such resolution.

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

The Board considers that the ability to grant incentives is an important component of its compensation strategy and is necessary to enable the Company to attract and retain qualified directors, officers, employees and consultants. **The Board therefore recommends that shareholders vote “For” the resolutions approving the proposed Incentive**

**Plan.** Unless otherwise instructed, the persons named in the enclosed form of Proxy will vote “IN FAVOUR” of the above resolutions.

#### **E. New Control Person and Shares for Debt**

The Company announced its intention to close shares-for-debt transactions aggregating \$1,000,000 with an insider of the Company as follows:

- i) by news release dated October 23, 2025, the Company announced its intention to close a shares-for-debt transaction whereby \$250,000 of accounts payable will be settled through the issuance of 2,500,000 Shares at a price of \$0.10 per share. The Company disclosed that the Shares for Debt is with an insider of the Company.
- ii) by news release dated November 7, 2025, the Company announced its intentions to close a shares for debt transaction whereby \$750,000 of accounts payable will be settle through the issuance of 3,000,000 Shares at a price of \$0.25 per share. The Company disclosed that the Shares for Debt is with an insider of the Company.

Collectively, these are the “Shares for Debt”.

The insider is Jason Schultz, who is settling debts to receive 5,500,000 Shares through his private company – JDS Farms Ltd. Prior to closing the Shares for Debt, Mr. Schultz had the following holdings personally and indirectly as the beneficial owner of JDS Farms Ltd.

	<b>Shares</b>	<b>Warrants</b>
Mr. Jason Schultz	3,626,355	200,000
JDS Farms Ltd.	12,394,000	6,921,000
	16,020,355	7,121,000

Mr. Schultz is an insider based on the combination of his shareholdings, and his role as agronomic advisor. Mr. Schultz and JDS Farms are also large creditors of the Company with aggregate promissory notes of \$1,060,500 and accounts payable of \$1,058,000 pursuant to accrued lease, equipment rental fees, crop input costs and advisory fees.

There are presently 111,541,268 Shares outstanding in the capital of the Company. On closing of the Shares for Debt there will be 117,041,268 Shares outstanding, and Mr. Schultz will hold, directly and indirectly, a total of 21,520,355 Shares and 7,121,000 warrants. These holdings will represent 18.4% of the outstanding Shares on an undiluted basis, and 23.1% on a partially diluted basis (assuming the exercise of all of his warrants).

TSXV policies requires that an issuer is required to obtain prior disinterested Shareholder approval to:

- (i) the creation of a new control person resulting from the issuance of securities under a private placement or debt settlement; and
- (ii) the issuance of securities in settlement of a non-cash related debt.

A “control person” is defined in TSXV policies to include any person who holds more than 20% of the outstanding voting shares of an issuer. In this instance, Mr. Schultz will, on a partially diluted basis, hold greater than 20% of the outstanding Shares of the Company if the Company issues completes the Shares for debt. Accordingly, the Company is required to obtain disinterested Shareholder approval in order to issue any further or additional Shares or warrants that would cause Mr. Schultz to hold more than 20% of the Company’s outstanding shares on a partially diluted basis.

As the Shares for Debt involves the Company issuing Shares to settle debts pertaining to accrued lease, equipment rental costs and advisory fees (debts not pertaining to cash loans or advances), the Company is required to obtain disinterested Shareholder approval in order to issue such Shares.

Mr. Schultz and any Associates and Affiliates (as defined in Exchange Policy 1.1) of Mr. Schultz will be excluded from voting on these matters.

Disinterested shareholders will be asked to vote FOR the following ordinary resolution, with or without variation:

"BE IT RESOLVED THAT:

1. in connection with the shares for debt transaction, the issuance of 5,500,000 common shares to JDS Farms Ltd., is hereby authorized and approved;
2. the creation of a new "control person" (as that term is defined in the policies of the TSX Venture Exchange), by virtue of the above issuance of 5,500,000 shares; and
3. any one director or officer of the Company be and is hereby authorized, acting for, in the name of and on behalf of the Company, to execute or cause to be executed, and to deliver or cause to be delivered, all such other agreements and documents, all in such form and containing such terms and conditions, as they shall consider necessary or desirable in connection with the foregoing resolutions, such approval to be conclusively evidenced by the execution thereof by the Company and to do or to cause to be done all such other acts and things as they shall consider necessary or desirable to give effect to the intent of the foregoing resolutions."

Disinterested shareholders will also be asked to vote FOR the following ordinary resolution, as it pertains to the Shares for Debt, with or without variation:

"BE IT RESOLVED THAT:

1. the Company's proposed issuance of 5,500,000 common shares in the capital of the Company to Mr. Jason Schultz and JDS Farms Ltd. to settle non-cash debts pertaining to accrued lease, equipment rentals costs and advisory fees be and is hereby approved.
2. any one director or officer of the Company be and is hereby authorized, acting for, in the name of and on behalf of the Company, to execute or cause to be executed, and to deliver or cause to be delivered, all such other agreements and documents, all in such form and containing such terms and conditions, as they shall consider necessary or desirable in connection with the foregoing resolutions, such approval to be conclusively evidenced by the execution thereof by the Company and to do or to cause to be done all such other acts and things as they shall consider necessary or desirable to give effect to the intent of the foregoing resolutions."

The Board recommends that Shareholders vote FOR the above resolutions.

### OTHER MATTERS

Management knows of no other matters to come before the Meeting other than those referred to in the Notice of Meeting. Should any other matters properly come before the Meeting, the shares represented by the Proxy solicited hereby will be voted on such matters in accordance with the best judgment of the persons voting by proxy.

### ADDITIONAL INFORMATION

Additional information regarding the Company and its business activities is available on the SEDAR+ website located at [www.sedarplus.ca](http://www.sedarplus.ca) under "Company Profiles – Clean Seed Capital Group Ltd.". The Company's audited financial statements and management discussion and analysis ("MD&A") for the financial years ended June 30, 2025, June 30, 2024 and June 30, 2023 are available for review under the Company's profile on SEDAR+. Shareholders may contact the Company to request copies of the financial statements and MD&A by mail to Corporate Secretary, 733 Seymour St #2900, Vancouver, British Columbia, Canada, V6B 0S6.

**BOARD APPROVAL**

The contents of this Information Circular have been approved and its mailing authorized by the directors of the Company.

**DATED** at Vancouver, British Columbia, this 3rd day of December, 2025.

ON BEHALF OF THE BOARD

*"Graeme Lempriere"*

Graeme Lempriere  
Chairman of the Board of Directors  
and Chief Executive Officer

***SCHEDULE A***

**AUDIT COMMITTEE CHARTER**

*[Audit Committee Charter to Follow on Next Page]*

# AUDIT COMMITTEE CHARTER

## CLEAN SEED CAPITAL GROUP LTD. (“Clean Seed” or the “Company”)

### Purpose and Composition

The Audit Committee (the “Committee”) is responsible to assist the Board of Directors (the “Board”) of the Company in fulfilling the Board’s obligations and oversight responsibilities relating to financial planning, the audit process, the External Auditor, financial reporting, the system of corporate controls and risk management, and when required, to make recommendations to the full Board for approval. The Committee is accountable to the Board.

Management is responsible for the preparation and integrity of the Company’s financial statements, the related reports and the related disclosures and for maintaining appropriate accounting and financial reporting principles and policies and internal controls and procedures designed to ensure compliance with accounting standards and applicable laws and regulations.

The External Auditor is responsible for planning and carrying out, in accordance with professional standards, an audit of Clean Seed’s annual financial statements and where applicable internal controls over financial reporting. The External Auditor will report directly to Clean Seed’s Audit Committee.

In the process of overseeing Clean Seed’s audit procedures, the Audit Committee will have unrestricted access to Clean Seed’s personnel and documents, and will be provided with the resources necessary to carry out its responsibilities, including the authorization to engage and set the pay of independent counsel and other advisors.

### Procedural Matters

#### I. Composition and Quorum

- a. The Committee will be composed of a minimum of three directors and no more than five directors
- b. The majority of the Audit Committee members must not have any direct or indirect association with Clean Seed which could, in the view of the Board, reasonably interfere with the exercise of the member’s independent judgement.
- c. The Audit Committee members must not have any direct or indirect association with External Auditors, which could, in the view of the Board, reasonably interfere with the exercise of the member’s independent judgement.
- d. The Board, on the recommendation of the Board Chair, appoints the Committee Chair (the “Chair”) and members who shall serve at the pleasure of the Board until their successors are duly appointed.
- e. Committee members shall have a degree of financial literacy deemed appropriate by the Board. Financial literacy is a committee member’s 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 Clean Seed’s financial statements.
- f. In addition, at least one member of the Committee should have a financial designation or relevant financial management expertise.
- g. A majority of independent members of the Committee shall constitute a quorum.
- h. The Committee may, from time to time, delegate to its Chair certain powers or responsibilities that the Committee itself may have hereunder.

#### II. Meetings

- a. The Committee shall meet a minimum of four times per year.
- b. The Committee may choose to hold additional meetings if considered necessary for it to carry out its responsibilities effectively.
- c. The Chair shall prepare an agenda for each meeting based on the Committee work calendar developed in response to the Committee Charter.



- d. The agenda and any pre-reading material for each meeting will be circulated to the members in advance as outlined in the Work Calendar.
- e. Minutes of each meeting must be prepared and circulated to the Board. When a Board meeting closely follows a Committee meeting, the Chair will provide a verbal report to the Board and the minutes will be circulated in advance of the next Board meeting.
- f. The Chair shall:
  - i. confer with one or more Committee members on any matter to be discussed at a Committee meeting, if in the Chair's opinion, the discussion of that matter at the Committee meeting would probably be thereby enhanced
  - ii. ensure the Committee has the opportunity to meet in separate closed sessions with internal personnel or outside advisors, as needed or appropriate
  - iii. schedule regular sessions of the non-executive directors without the presence of management
  - iv. use his/her best efforts to provide or to cause to be provided to the Board a reasonable time in advance of each Board meeting all reasonably required and available information relating to each matter to be dealt with by the Board at that meeting;
  - v. approve the general nature and length of all presentations to be made at each Board meeting and review every written presentation to be made to the Board or to any committee of the Board before such written presentation is provided to Directors;

### **Duties and Responsibilities**

#### **III. Financial Planning**

The Committee will review and make recommendations to the Board in respect of:

- a) financial plans and budgets forwarded to the Board for approval;
- b) the appropriateness and validity of any material assumptions and estimates used in the preparation of such plans or budgets;
- c) the consistency of the plans and budgets with strategic plans and initiatives approved by the Board.

#### **IV. Financial Reporting**

The Committee will perform the following duties:

- a) maintain oversight of the selection of accounting policies, estimates and judgements used in preparation of the financial statements, including consideration of relevant alternatives and non-gaap measures used in the preparation of the management discussion and analysis;
- b) review and approve internal financial statements and report to the Board;
- c) review and recommend to the Board for approval the:
  - i. annual audited financial statements and the accompanying notes thereto;
  - ii. management discussion and analysis that accompanies the audited financial statements;
  - iii. significant financial reports made publicly available or required by legislation or the government; and
  - iv. News releases disclosing any annual or interim financial results or other significant financial information that has not been previously released to the public

#### **V. External Audit**

The Committee will:

- a) recommend to the Board the re-appointment of the External Auditor on an annual basis by performing an annual review of the External Review,
- b) complete a comprehensive review of the External Auditor at least every five years,
- c) in the event the Committee does not recommend re-appointment or the External Auditor is unable to accept re-appointment, will oversee the steps for an orderly transition to new auditors;
- d) review the terms of engagement of the External Auditor and the reasonableness of proposed fees;
- e) review and recommend on an annual basis the actual fees paid to the External Auditor;
- f) review and approve the annual audit plan;
- g) confirm the independence of the External Auditor, including;

- i. receiving from the External Auditors on a periodic basis a statement delineating all relationships between Clean Seed and the external auditors consistent with Canadian professional standards for auditors;
  - ii. Reviewing and discussing annually with the Board, and the External Auditor, any relationship or services between Clean Seed and the External Auditor that may impact their objectivity and independence;
  - iii. Confirming the External Auditor is not registered as a participating audit firm and is independent from any other participating audit firm.
- h) discuss with the External auditor any problems experienced in conducting the audit including any issues with management's co-operation or disagreements with management regarding the financial statements or disclosure;
- i) discuss with the External Auditor any significant findings and recommendations;
- j) meet with the External Auditor at least once per year without management present;
- k) review and approve any non-audit services with the external firm and with any participating audit firms in excess of the lower of 5% of previous year audit fees or \$5,000.

#### VI. Internal Controls

The Committee will:

- a) through discussions with management and the External Auditors, obtain reasonable assurance that Clean Seed's has implemented appropriate systems of internal control:
  - i. over financial reporting and that these systems are operating effectively;
  - ii. to ensure compliance with its policies and procedures and that these systems are operating effectively; and
  - iii. to identify, monitor, mitigate and report significant financial or operational risk exposures and that these systems are operating effectively;
- b) review with management on at least an annual basis any legal matters that could have a significant impact on Clean Seed's financial statements;
- c) review the evaluation of internal controls by the External Auditor, where applicable, including any recommendations for improvement of Clean Seed's accounting procedures and internal controls, together with management's response;
- d) direct the External Auditor's examinations to any particular areas of concern with respect to internal controls.

#### VII. Risk Management

The Committee will:

- a) review on a quarterly basis management's assessment of any material changes to the risk matrix of financial and non-financial risks to the organization including any changes in the probability of these risks;
- b) review on a quarterly basis the results of management's assessment of the protocols governing the active extremely high-risk RI situations (the "Watch List"), and management's updates to the "Watch List" on a non-disclosure basis;
- c) review the annual Information technology risks and controls including disaster recovery plans;
- d) review the Company's controls over confidential and private information;
- e) review insurance coverage for material business risks annually;
- f) review D&O insurance coverage annually.

#### VIII. Whistleblower Policy

The Committee will establish, review and assess procedures for receipt (including confidential) retention and treatment of submissions of concerns in relation to questionable accounting, auditing, financial reporting, disclosure or other financially related improprieties by Clean Seed employees and Directors. The Committee should ensure that employees will not suffer any recourse for acting in good faith when making such claims.

#### IX. Performance Evaluation

The performance evaluation for the Board and its Committees will be evolve to suit the complexity, size and scope of the business. Notwithstanding, the Committee Chair and the members will complete an annual self-evaluation for the committee and themselves as individual committee members.

X. Other Responsibilities

The Committee will:

- a) annually evaluate the adequacy of this Charter and recommend any proposed changes to the Board
- b) Review the appointment of the Company's Chief Financial Officer and any other key financial executive involved in the financial reporting process
- c) Review the Chief Financial Officer position with Chief Executive Officer - review of annual salary, annual performance and any changes in roles/responsibilities;
- d) Annually review performance of Audit Committee Chair;
- e) Review and approve expense limits of Board, Management and Employees;
- f) Review compliance with withholding and remittance obligations with respect to employees;
- g) Review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the present and form external auditor of the issuer
- h) Perform such other functions and exercise such other powers as prescribed from time to time for the audit committee of a reporting company in Parts 2 and 4 of National Instrument 52-110 of the Canadian Securities Administrators, the Business Corporations Act (British Columbia) and the articles of the Company.

***SCHEDULE B***

**EQUITY INCENTIVE PLAN**

*[Equity Incentive Plan to Follow on Next Page]*



**CLEAN SEED CAPITAL GROUP LTD.**  
(the “Corporation”)

## **EQUITY INCENTIVE PLAN**

**(10% rolling Stock Options  
and 10% fixed Equity Compensation Awards)**

**December 3, 2025**

# CLEAN SEED CAPITAL GROUP LTD.

(the “Corporation”)

## EQUITY INCENTIVE PLAN

### PART 1 PURPOSE

#### 1.1 Establishment of the Plan

The Corporation hereby establishes this Plan to govern the grant, administration and exercise of security based compensation which may be granted to eligible Participants.

#### 1.2 Principal Purposes

The principal purposes of this Plan are to provide the Corporation with the advantages of the incentive inherent in stock ownership on the part of Directors, Officers, Employees and Consultants responsible for the continued success of the Corporation; to create in such individuals a proprietary interest in, and a greater concern for, the welfare and success of the Corporation; to encourage such individuals to remain with the Corporation; and to attract new Directors, Officers, Employees and Consultants to the Corporation.

#### 1.3 Available Awards

Awards that may be granted under this Plan include Stock Options; Deferred Share Units; Restricted Share Units; Performance Share Units; Stock Appreciation Rights and Stock Purchase Rights.

### PART 2 INTERPRETATION

#### 2.1 Definitions

“**Affiliate**” has the meaning ascribed in Exchange Policies.

“**Applicable Laws**” means all legal requirements relating to the administration of equity compensation plans, if any, under applicable corporate laws, any applicable provincial securities laws and the rules and regulations promulgated thereunder, the requirements of the Exchange, and the laws of any foreign jurisdiction applicable to securities granted to residents therein.

“**Associate**” has the meaning ascribed in Exchange Policies.

“**Award**” means any right granted under this Plan, including Stock Options, DSUs, RSUs, PSUs, SARs and SP Rights.

“**BCA**” means the *Business Corporations Act* (British Columbia).

“**Blackout Period**” means a period in which the trading of Shares or other securities of the Corporation is restricted pursuant to its internal trading policies, which has been formally imposed by the Corporation as a result of the bona fide existence of undisclosed material information; and which expires following the general disclosure of the undisclosed material information (provided that, for clarity, the automatic extension of a Participant’s Awards will not be permitted where the Participant or the Corporation is subject to a cease trade order (or similar order under Applicable Laws) in respect of the Corporation’s securities).

“**Board**” means the board of directors of the Corporation or a committee of the Board to which a responsibility or power has been delegated pursuant to Section 12.1(b)(iv) hereto.

“**Cashless Exercise Right**” has the meaning set forth in Section 3.9 of this Plan.

“**Change of Control**” means the occurrence and completion of any one or more of the following events:

- (a) the Corporation shall not be the surviving entity in a merger, amalgamation or other reorganization (or survives only as a subsidiary of an entity other than a previously wholly-owned subsidiary of the Corporation);
- (b) the Corporation shall sell or otherwise transfer, including by way of the grant of a leasehold interest or joint venture interest (or one or more subsidiaries of the Corporation shall sell or otherwise transfer, including without limitation by way of the grant of a leasehold interest or joint venture interest) property or assets (i) aggregating more than 50% of the consolidated assets (measured by either book value or fair market value) of the Corporation and its subsidiaries as at the date of disposition, or (ii) which currently generate or are expected to generate, more than 50% of the consolidated operating income or cash flow of the Corporation and its subsidiaries, to any other person or persons (other than one or more Designated Affiliates of the Corporation), in which case the Change of Control shall be deemed to occur on the date of transfer of the assets representing one dollar more than 50% of the consolidated assets in the case of clause (i) or 50% of the consolidated operating income or cash flow in the case of clause (ii), as the case may be;
- (c) the Corporation is to be dissolved and liquidated;
- (d) any person, entity or group of persons or entities acting jointly or in concert acquires or gains ownership or control (including, without limitation, the power to vote) of more than 50% of the Corporation's outstanding voting securities; or
- (e) as a result of or in connection with: (i) a contested election of directors, or; (ii) a transaction referred to in subparagraph (a) above, the persons who were directors of the Corporation before such election or transaction shall cease to constitute a majority of the directors.

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

**"Charitable Organization"** means "charitable organization" as defined in the Tax Act.

**"Charitable Stock Option"** means any Stock Option granted to an Eligible Charitable Organization.

**"Code"** means the United States Internal Revenue Code of 1986, as amended, and any applicable United States Treasury Regulations and other binding guidance thereunder.

**"Consultant"** means an individual (other than a Director, Officer or Employee of the Corporation or of any of its subsidiaries) or Consultant Company that:

- (a) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Corporation or to any of its subsidiaries, other than services provided in relation to a distribution of securities;
- (b) provides the services under a written contract between the Corporation or any of its subsidiaries; and
- (c) in the reasonable opinion of the Corporation, spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or of any of its subsidiaries.

**"Consultant Company"** means a Consultant that is a corporation.

**"Corporation"** means Clean Seed Capital Group Ltd., a company incorporated under the laws of British Columbia.

**"Deferred Payment Date"** for a Participant means the date after a Restricted Period which is the earlier of (i) the date which the Participant has elected to defer receipt of Shares under an RSU in accordance with Section 4.4 of this Plan; and (ii) the Participant's Separation Date.

**"Deferred Share Unit" or "DSU"** means a right granted to a Participant by the Corporation as compensation for employment or consulting services or services as a Director or Officer, to receive by way of a DSU Payment, for no additional cash consideration, securities of the Corporation on a deferred basis (which is typically after the earliest of the Retirement, termination of employment or death of the Participant), evidenced by a DSU Agreement.

**“Designated Affiliate”** means subsidiaries of the Corporation designated by the Board from time to time for purposes of this Plan.

**“Director”** means a director of the Corporation or an Affiliate.

**“Director Retirement”** in respect of a Participant, means the Participant ceasing to hold any directorships with the Corporation, any Designated Affiliate and any entity related to the Corporation for purposes of the Tax Act as a result of retirement in a manner or on such basis as acceptable to the Corporation.

**“Director Separation Date”** means the date that a Participant ceases to hold any directorships with the Corporation or any Designated Affiliate due to a Director Retirement or Director Termination and also ceases to serve as an Employee or Consultant with the Corporation, any Designated Affiliate or any entity related to the Corporation for the purposes of the Tax Act.

**“Director Termination”** means the removal of, resignation or failure to re-elect the Director (excluding a Director Retirement) as a director of the Corporation, a Designated Affiliate and any entity related to the Corporation for purposes of the Tax Act.

**“Disability”** means a medically determinable physical or mental impairment expected to result in death or to last for a continuous period of not less than 12 months which causes an individual to be unable to engage in any substantial gainful activity.

**“Discounted Market Price”** has the meaning ascribed in Exchange Policy 1.1, as clarified in Exchange Policy 4.4.

**“Disinterested Shareholder Approval”** has the meaning attributed or used in Exchange Policy 4.4, as the circumstances require.

**“DRS”** means Direct Registration System.

**“DSU Agreement”** means a written confirmation or agreement, in such form(s) adopted by the Board from time to time, in physical or electronic format (including by way of an entry in any electronic incentive compensation system maintained by the Corporation or a third party service provider on its behalf), setting out the terms and conditions relating to a Deferred Share Unit and entered into in accordance with Section 5.2.

**“DSU Payment”** means, subject to any adjustment in accordance with Section 5.4 of this Plan, the issuance to a Participant of one previously unissued Share for each whole DSU credited to such Participant.

**“Eligible Charitable Organization”** means: (i) any Charitable Organization or Public Foundation which is a Registered Charity, but is not a Private Foundation; or (ii) a Registered National Arts Service Organization (as all of such terms are defined in the Tax Act).

**“Employee”** means a person (who may be an Officer or Director) who is:

- (a) an individual who is considered an employee of the Corporation or of its subsidiary under the Tax Act and for whom income tax, employment insurance and Canada Pension Plan deductions must be made at source;
- (b) an individual who works full-time for the Corporation or its subsidiary providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or its subsidiary over the details and methods of work as an employee of the Corporation or of the subsidiary, as the case may be, but for whom income tax deductions are not made at source; or
- (c) an individual who works for the Corporation or its subsidiary on a continuing and regular basis for a minimum amount of time per week (the number of hours should be disclosed in the submission) providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or its subsidiary over the details and methods of work as an employee of the Corporation or of the subsidiary, as the case may be, but for whom income tax deductions are not made at source,

whether or not they have a written employment contract with the Corporation or a subsidiary, determined by the Board as employees eligible for participation in this Plan.



**“Exchange”** means the TSX Venture Exchange, or any successor entity, which is the principal stock exchange on which the Shares are listed for trading.

**“Exchange Policies”** mean the policies set forth in the Exchange’s Corporate Finance Manual, as amended from time to time.

**“Insider”** has the meaning ascribed thereto in Exchange Policies.

**“Investor Relations Activities”** has the meaning ascribed in Exchange Policies.

**“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.

**“Issued Shares”** means the number of Shares of the Corporation that are issued and outstanding on a non-diluted basis at a particular point in time.

**“Management Company Employee”** means an individual employed by a company providing management services to the Corporation, which services are required for the ongoing operation of the business enterprise of the Corporation.

**“Market Price”** has the meaning ascribed thereto in Exchange Policies.

**“Multiplier(s)”** means the factor(s) by which a Participant’s PSUs may be multiplied, as determined by the Board and set out in the applicable PSU Agreement, commonly based on performance measures.

**“Net Exercise”** has the meaning ascribed to it in section 3.8.

**“Normal Course Issuer Bid”** has the meaning ascribed to it in Exchange Policy 5.6 – *Normal Course Issuer Bids*.

**“Officer”** means the chief executive officer, the chief financial officer, president, vice president, secretary, treasurer, manager, comptroller and any person routinely performing corresponding functions and/or policy making functions with respect to the Corporation or its subsidiaries, and includes a Management Company Employee that provides the services of an Officer.

**“Option Period”** means the period during which a Stock Option is outstanding.

**“Option Shares”** has the meaning set forth in Section 3.8 of this Plan.

**“Optionee”** means a Participant to whom a Stock Option has been granted under this Plan.

**“Participant”** means a Director, Officer, Employee, Management Company Employee, Consultant, Consultant Company, or Eligible Charitable Organization that is the recipient of an Award granted or issued by the Corporation.

**“Performance Period”** means the period provided for in Section 6.3.

**“Performance Share Unit”** or **“PSU”** means a right granted to a Participant by the Corporation as compensation for employment or consulting services or services as a Director or Officer, to receive, for no additional cash consideration, securities of the Corporation upon specified vesting criteria being satisfied (which are typically performance based) and which may provide that, upon vesting, the award may be paid in cash and/or Shares; represented by a PSU Agreement evidencing the right of such Participant to receive the value of one Share at the time of payment, multiplied by any applicable Multiplier(s).

**“Person”** means a natural person, firm, corporation, government, or political subdivision or agency of a government; and where two or more Persons act as a partnership, limited partnership, syndicate or other group for the purpose of acquiring, holding or disposing of securities, such syndicate or group shall be deemed to be a Person.

**“Plan”** means this Equity Incentive Plan, as it may be amended and restated from time to time.

**“PSU Agreement”** means a written confirmation or agreement, in such form(s) adopted by the Board from time to time, in physical or electronic format (including by way of an entry in any electronic incentive compensation system maintained by the Corporation or a third party service provider on its behalf), setting out the terms and conditions relating to a Performance Share Unit and entered into in accordance with Section 6.1.

**“Restricted Period”** means any period of time that a Restricted Share Unit is not vested and the Participant holding such Restricted Share Unit remains ineligible to receive the relevant Shares, determined by the Board in its absolute discretion, however, such period of time may be reduced or eliminated from time to time and at any time (subject to being not less than 12 months) and for any reason as determined by the Board, including, but not limited to, circumstances involving death or disability of a Participant.

**“Restricted Share Unit”** or **“RSU”** means a right granted to a Participant as compensation for employment or consulting services or services as a Director or Officer, to receive, for no additional cash consideration, securities of the Corporation upon specified vesting criteria being satisfied (which are typically time based) and which may provide that, upon vesting, the award may be paid in cash and/or Shares, represented by an RSU Agreement evidencing the right of such Participant to receive the value of one Share at the time of payment.

**“Retirement”** in respect of an Employee or Officer, means ceasing to hold any employment or engagement with the Corporation or any Designated Affiliate as a result of retirement in a manner or on such basis as acceptable to the Corporation.

**“RSU Agreement”** means a written confirmation or agreement, in such form(s) adopted by the Board from time to time, in physical or electronic format (including by way of an entry in any electronic incentive compensation system maintained by the Corporation or a third party service provider on its behalf), setting out the terms and conditions relating to a Restricted Share Unit and entered into in accordance with Section 4.2.

**“SAR”** or **“Stock Appreciation Right”** means a right granted to a Participant as compensation for employment or consulting services or services as a Director or Officer, to receive cash and/or Listed Shares of the Corporation based wholly or in part on appreciation in the trading price of the Corporation’s Shares.

**“Separation Date”** means the date that a Participant ceases to be eligible to be a Participant under this Plan.

**“Service Agreement”** means any written agreement between a Participant and the Corporation or any subsidiary of the Corporation (as applicable), in connection with that Participant’s employment, service or engagement as a Director, Officer, Employee or Consultant or the termination thereof, as amended, replaced or restated from time to time.

**“Shareholder”** means a holder of Shares.

**“Shares”** means the common shares of the Corporation.

**“Specified Employee”** means a U.S. Taxpayer who meets the definition of “specified employee”, as defined in Section 409A(a)(2)(B)(i) of the Code.

**“Stock Option”** or **“Option”** means a right granted to a Participant to acquire Shares at a specified price for a specified period of time.

**“Stock Option Agreement”** means a written certificate, confirmation or agreement, in such form(s) adopted by the Board from time to time, in physical or electronic format (including by way of an entry in any electronic incentive compensation system maintained by the Corporation or a third party service provider on its behalf), setting out the terms and conditions relating to a Stock Option and entered into in accordance with Part 3.

**“Stock Purchase Right”** or **“SP Right”** means the provision by the Corporation of financial assistance or pursuant to which a Participant is allowed to purchase securities of the Corporation (often at a discount to Market Price), or pursuant to which the Participant is entitled to receive additional securities of the Corporation upon subscribing for a pre-established number of Shares, which securities may be issued from the treasury or purchased on the secondary market.

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

**“Termination”** means the termination of the employment or engagement (or consulting services) of an Employee or Officer with or without cause by the Corporation or a Designated Affiliate or the cessation of employment or engagement (or consulting services) of the Employee or Officer with the Corporation or a Designated Affiliate as a result of resignation or otherwise, other than as a Retirement.

**“U.S. Taxpayer”** means a Participant who is a U.S. citizen, U.S. permanent resident or other person who is subject to taxation on their income under the Code.

**“VWAP”** means the volume weighted average trading price of the Shares 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 applicable date. Where appropriate, internal crosses and certain other special trades may be excluded from the calculation.

## **2.2 Interpretation**

- (a) This Plan is created under and is to be governed, construed and administered in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
- (b) Whenever the Board (or Board committee, as the case may be) is to exercise discretion in the administration of the terms and conditions of this Plan, the term **“discretion”** means the sole and absolute discretion of the Board (or Board committee, as the case may be).
- (c) As used herein, the terms **“Part”** or **“Section”** mean and refer to the specified Part or Section of this Plan, respectively.
- (d) Where the word **“including”** or **“includes”** is used in this Plan, it means “including (or includes) without limitation”.
- (e) Words importing the singular include the plural and vice versa, and words importing any gender include any other gender.
- (f) Unless otherwise specified, all references to money amounts are to Canadian dollars.

## PART 3 STOCK OPTIONS

### 3.1 Participation

The Corporation may from time to time grant Stock Options to Participants pursuant to this Plan.

### 3.2 Price

The exercise price per Share of any Stock Option shall be not less than the Discounted Market Price. If the Corporation does not issue a news release to announce the grant and the exercise price of a Stock Option, the Discounted Market Price will be the last closing price of the Corporation's Shares before the date of grant of the Stock Option less the applicable discount. The exercise price cannot be established unless the Stock Options are allocated to particular Participants.

### 3.3 Grant of Options

The Board may at any time authorize the granting of Options to such Participants as it may select for the number of Shares that it shall designate, subject to the provisions of this Plan. The date of grant of an Option shall be the date such grant was approved by the Board.

Each Option granted to a Participant shall be evidenced by a Stock Option Agreement with terms and conditions consistent with this Plan and as approved by the Board (and in all cases which terms and conditions need not be the same in each case, and may be changed from time to time subject to any required approval of Disinterested Shareholders and the Exchange).

### 3.4 Terms of Options

The Option Period shall be for such term as the Board may determine at the date of grant, provided that:

- (a) Stock Options can be exercisable for a maximum of 10 years from the date of grant (subject to extension where the expiry date falls within a Blackout Period);
- (b) the term may thereafter be reduced with respect to any such Option as provided for herein regarding termination of employment / engagement or death of the Optionee; and
- (c) should the expiry date of the Option Period in respect of any outstanding Option be determined to occur during a Blackout Period, the expiry date of such Option Period shall be deemed to be the date that is the tenth business day following the expiry of the Blackout Period.

### 3.5 Vesting

Unless otherwise determined by the Board at the time of grant, Options shall vest and may be exercised (in each case to the nearest full Share) during the Option Period as follows:

- (a) at any time during the first six months of the Option Period, the Optionee may purchase up to 25% of the total number of Shares reserved for issuance pursuant to his or her Option; and
- (b) at any time during each subsequent six-month period of the Option Period the Optionee may purchase an additional 25% of the total number of Shares reserved for issuance pursuant to his or her Option plus any Shares not purchased in accordance with the preceding subsection (a) and this subsection (b) until, after the 18<sup>th</sup> month of the Option Period, 100% of the Option will be exercisable.

### 3.6 Other Restrictions

Except as set forth in Section 3.10, no Option may be exercised unless the Optionee is at the time of such exercise:

- (a) in the case of an Employee or Officer, engaged or in the employ of the Corporation or a Designated Affiliate and shall have been continuously so engaged, employed or retained since the grant of the Option; or
- (b) in the case of a Director, a director of the Corporation or a Designated Affiliate and shall have been such a director continuously since the grant of the Option.

The exercise of any Option will be contingent upon the Optionee having entered into a Stock Option Agreement with the Corporation on such terms and conditions as have been approved by the Board and which incorporates by reference the terms of this Plan. The exercise of any Option will, subject to Sections 3.8 and 3.9, also be contingent upon receipt by the Corporation of cash payment of the full purchase price of the Shares being purchased.

### 3.7 Exercise of Options

Subject to sections 3.8 and 3.9 below, and in accordance with Exchange Policy 4.4, and subject to any limitations or conditions imposed upon an Optionee pursuant to the Stock Option Agreement or this Plan, an Optionee may exercise an Option, prior to the expiry date thereof, by giving written notice thereof to the Corporation at its principal place of business or as otherwise indicated by the Corporation in writing. The notice shall be accompanied by full payment of the Option Price to the extent the Option is so exercised, and full payment of any amounts the Corporation determines must be withheld for tax purposes from the Optionee pursuant to the Stock Option Agreement. Such payment shall be in lawful money in the currency as stated in the Stock Option Agreement, in cash, wire transfer or certified cheque. As soon as practicable after exercise of an Option in accordance herewith, the Corporation shall issue a certificate or DRS statement evidencing the Shares with respect to which the Option has been exercised. Upon due exercise of an Option, the Optionee shall be entitled to all rights to vote or receive dividends or any other rights as a shareholder with respect to such Shares.

### 3.8 Net Exercise Right

Participants (other than Investor Relations Service Providers) have the right (the “**Net Exercise Right**”), in lieu of the right to exercise an Option, to terminate such Option in whole or in part by notice in writing delivered by the Participant to the Corporation electing to exercise the Net Exercise Right and, in lieu of receiving the Shares (the “**Option Shares**”) to which such terminated Option relates, to receive the number of Shares, disregarding fractions, which is equal to the quotient obtained by:

- (a) subtracting the applicable Option exercise price per Share from the VWAP per Share on the business day immediately prior to the exercise of the Net Exercise Right and multiplying the remainder by the number of Option Shares; and
- (b) dividing the product obtained under subsection 3.8(a) by the VWAP per Share on the business day immediately prior to the exercise of the Net Exercise Right.

If a Participant exercises a Net Exercise Right in connection with an Option, it is exercisable only to the extent and on the same conditions that the related Option is exercisable under this Plan.

Exercise of an Option by use of the Net Exercise Right, in each instance, is conditional upon consent of the Corporation, and the Board will not be obliged to allow for use of the Net Exercise Right or to provide reasons for not allowing use thereof.

### 3.9 Cashless Exercise Right

Participants (other than Investor Relations Service Providers) have the right (the “**Cashless Exercise Right**”), to exercise Options in whole or in part by notice in writing delivered by the Participant to the Corporation electing to exercise the Cashless Exercise Right and, in lieu of making a cash payment of the full purchase price of the Shares being purchased (the “**Option Shares**”) the Corporation will, pursuant to an arrangement with a brokerage firm, have the brokerage firm (i) loan money to the Participant to purchase the Shares underlying the Options, (ii) then sell a sufficient number of the Shares to cover the exercise price of the Options in order to repay the loan made to the Participant, and (iii) deliver the balance of the Shares to the Participant.

If a Participant exercises a Cash Exercise Right in connection with an Option, it is exercisable only to the extent and on the same conditions that the related Option is exercisable under this Plan.

Exercise of an Option by use of the Cashless Exercise Right, in each instance, is conditional upon consent of the Corporation, and the Board will not be obliged to allow for use of the Cashless Exercise Right or to provide reasons for not allowing use thereof.

### 3.10 Effect of Termination of Employment or Death

If an Optionee:

- (a) dies while employed or engaged by, or while a director of, the Corporation or a Designated Affiliate, any Option held by him or her at the date of death, then eligible to be exercised, shall become exercisable in whole or in part, but only by the person or persons to whom the Optionee's rights under the Option shall pass by the Optionee's will or applicable laws of descent and distribution. Unless otherwise determined by the Board, all such Options shall be exercisable only to the extent that the Optionee was entitled to exercise the Option at the date of his or her death and only for nine months after the date of death or prior to the expiration of the Option Period in respect thereof, whichever is sooner;
- (b) ceases to be employed or engaged by, or a director of, the Corporation or a Designated Affiliate, for cause, no Option held by such Optionee will, unless otherwise determined by the Board, be exercisable following the date on which such Optionee ceases to be so engaged; or
- (c) ceases to be employed or engaged by, or a director of, the Corporation or a Designated Affiliate, for any reason other than cause then, unless otherwise determined by the Board, any Option held by such Optionee which was then eligible to be exercised at the effective date thereof shall become exercisable for a period of up to 90 days thereafter or prior to the expiration of the Option Period in respect thereof, whichever is sooner,

provided in any event that any alternative time frame for exercise of Options determined by the Board may not exceed 12 months from the date such Options would have terminated above.

### 3.11 Effect of Amalgamation or Merger

Subject to prior Exchange approval, if the Corporation amalgamates or otherwise completes a plan of arrangement or merges with or into another corporation, any Shares receivable on the exercise of an Option shall be adjusted to give the Participant the ability to acquire, upon exercise of the Option, including payment, the securities, property or cash which the Participant would have received upon such amalgamation, arrangement or merger if the Participant had exercised his or her Option immediately prior to the record date applicable to such amalgamation, arrangement or merger, and the option price shall be adjusted appropriately by the Board and such adjustment shall be binding for all purposes of this Plan.

### 3.12 Amendments

Disinterested Shareholder approval must be obtained for any reduction in the exercise price of a Stock Option, or the extension of the term of a Stock Option, if the Participant is an Insider of the Corporation at the time of the proposed amendment.

## PART 4 RESTRICTED SHARE RIGHTS

### 4.1 Participants

The Corporation has the right to grant, in its sole and absolute discretion, to any Participant, rights to receive any number of fully paid and non-assessable Shares ("**Restricted Share Units**") as a discretionary payment in consideration of past services to the Corporation or as an incentive for future services, subject to this Plan and with such additional provisions and restrictions as the Board may determine. For purposes of calculating the number of Restricted Share Units to be granted, the Corporation shall be obligated to value the Shares underlying such RSUs at not less than the Market Price.

### 4.2 RSU Agreement

Each grant of a RSU under this Plan shall be evidenced by a RSU Agreement between the Participant and the Corporation. Such RSU Agreement shall be subject to all applicable terms and conditions of this Plan and may be subject to any other terms and conditions (including without limitation any recoupment, reimbursement or claw-back compensation policy as may be adopted by the Board from time to time) which are not inconsistent with this Plan and which the Board deems appropriate for inclusion in a RSU Agreement. The provisions of the various RSU Agreements issued under this Plan need not be identical.

#### **4.3 Restricted Period**

Concurrent with the determination to grant RSUs to a Participant, the Board shall determine the Restricted Period applicable to such RSUs, which in any event will not be less than 12 months. In addition, at the sole discretion of the Board, at the time of grant, the RSUs may be subject to performance conditions to be achieved by the Corporation or a class of Participants or by a particular Participant on an individual basis, within a Restricted Period, for such RSUs to entitle the holder thereof to receive the underlying Shares. Upon expiry of the applicable Restricted Period (or on the Deferred Payment Date, as applicable) and upon satisfaction of any performance criteria or other terms set out in the RSU Agreement, a RSU shall be automatically settled, and without the payment of additional consideration or any other further action on the part of the holder of the RSU, the underlying Shares shall be issued to the holder of such RSUs, which RSUs shall then be cancelled.

#### **4.4 Deferred Payment Date**

Participants who are residents of Canada for the purposes of the Tax Act (and for greater certainty, who are not U.S. Taxpayers), may elect to defer to receive all or any part of the Shares underlying Restricted Share Units until one or more Deferred Payment Dates. No other Participants may elect a Deferred Payment Date. Participants who elect to set a Deferred Payment Date must, in respect of each such Deferred Payment Date, give the Corporation written notice of the Deferred Payment Date(s) not later than thirty (30) days prior to the expiration of the applicable Restricted Period (or such lesser period of time as the Board may approve).

#### **4.5 Retirement or Termination during Restricted Period**

In the event and to the extent of the Retirement or Termination and/or, as applicable, the Director Retirement or Director Termination of a Participant from all such roles with the Corporation during the Restricted Period, any Restricted Share Units held by the Participant shall immediately terminate and be of no further force or effect; provided, however, that the Board shall have the absolute discretion to modify the grant of the Restricted Share Units to provide that the Restricted Period shall terminate immediately prior to the date of such occurrence, provided such Restricted Period is not less than the 12 months referred to in section 4.3 above.

#### **4.6 Retirement or Termination after Restricted Period**

In the event and to the extent of the Retirement or Termination and/or, as applicable, the Director Retirement or Director Termination of the Participant from all such roles with the Corporation following the Restricted Period and prior to a Deferred Payment Date, the Participant shall be entitled to receive, and the Corporation shall issue forthwith, Shares in satisfaction of the Restricted Share Units then held by the Participant.

#### **4.7 Acceleration of Vesting**

Notwithstanding Sections 4.5 and 4.6 above, in the event of the death of a Participant, Shares represented by RSUs held by the Participant, calculated on a *pro-rata* basis as to the number of days passed under the vesting restrictions, shall then be immediately issued by the Corporation to the Participant or legal representative of the Participant.

#### **4.8 Payment of Dividends**

Subject to the absolute discretion of the Board, in the event that a dividend (other than a stock dividend) is declared and paid by the Corporation on its Shares, a Participant may be credited with additional Restricted Share Units. The number of such additional RSUs, if any, will be calculated by dividing (a) the total amount of the dividends that would have been paid to the Participant if the RSUs (including RSUs in which the Restricted Period has expired but the Shares have not been issued due to a Deferred Payment Date) in the Participant's account on the dividend record date had been outstanding Shares (and the Participant held no other Shares) by (b) the Market Price of the Shares on the date on which such dividends were paid.

Notwithstanding, should the payment of dividends result in the Participant receiving Shares in excess of the applicable limits under Sections 11.3 to 11.6 inclusively, then the payment of dividends shall be in cash for that amount of the dividends that would exceed the applicable limits thereunder.

## PART 5 DEFERRED SHARE UNITS

### 5.1 Deferred Share Unit Grants

The Board may from time to time determine to grant Deferred Share Units to one or more eligible Participants in a lump sum amount or on regular intervals, based on such formulas or criteria as the Board may from time to time determine. DSUs will be credited to the eligible Participants's account when designated by the Board. For purposes of calculating the number DSUs to be granted, the Corporation shall be obligated to value the Shares underlying such Deferred Share Units at not less than the Market Price. In no event will a DSU vest or be redeemable or contemplate a Separation Date of less than 12 months from the date of grant.

### 5.2 DSU Agreement

Each grant of a DSU under this Plan shall be evidenced by an agreement between the eligible Participant and the Corporation (a "**DSU Agreement**"). Such DSU Agreement shall be subject to all applicable terms and conditions of this Plan and may be subject to any other terms and conditions (including without limitation any recoupment, reimbursement or claw-back compensation policy as may be adopted by the Board from time to time) which are not inconsistent with this Plan and which the Board deems appropriate for inclusion in a DSU Agreement. The provisions of each DSU Agreement issued under this Plan need not be identical.

### 5.3 Redemption of Deferred Share Units and Issuance of Deferred Shares

The DSUs held by each holder thereof who is not a U.S. Taxpayer shall be redeemed automatically and with no further action by the holder on the 20<sup>th</sup> business day following the Separation Date for that person. For U.S. Taxpayers, DSUs held by a person who is a Specified Employee will be automatically redeemed with no further action by the person on the date that is six months following the Separation Date for that person, or if earlier, upon such person's death. Upon redemption, the former DSU holder shall be entitled to receive and the Corporation shall issue, the number of Shares issued from treasury equal to the number of DSUs in the holder's account, subject to any applicable deductions and withholdings. In the event a Separation Date, including by death of the holder, occurs during a year and Deferred Share Units have been granted to such person for that entire year, the DSU holder will only be entitled to a pro-rated Deferred Share Unit Payment in respect of such Deferred Share Units based on the number of days that he or she was an Director, Officer, Employee or Consultant in such year.

No amount will be paid to, or in respect of, a holder of a DSU under this Plan or pursuant to any other arrangement, and no other additional DSUs will be granted to compensate for a downward fluctuation in the value of the Shares of the Corporation nor will any other benefit be conferred upon, or in respect of, such person for such purpose.

Notwithstanding any other provisions hereof, DSUs eligible for redemption hereunder shall not vest within one year of the date of grant except in the event of death of the holder.

### 5.4 Payment of Dividends

Subject to the absolute discretion of the Board, in the event that a dividend (other than a stock dividend) is declared and paid by the Corporation on its Shares, the holder of a DSU may be credited with additional Deferred Share Units. The number of such additional Deferred Share Units, if any, will be calculated by dividing (a) the total amount of the dividends that would have been paid to the holder if the Deferred Share Units in the holder's account on the dividend record date had been outstanding Shares (and the holder held no other Shares), by (b) the Market Price of the Shares on the date on which such dividends were paid.

Notwithstanding the above, should the payment of dividends result in the holder of a DSU receiving Shares in excess of the applicable limits under Sections 11.3 to 11.5 inclusively, then the payment of dividends shall be in cash for that amount of the dividends that would exceed the applicable limits thereunder.



## **PART 6**

### **PERFORMANCE SHARE UNITS**

#### **6.1 Performance Share Units**

The Board may from time to time determine to grant Performance Share Units to one or more Participants with the specific terms and conditions thereof to be as provided in this Plan and in the PSU Agreement entered into in respect of such grant. The PSU Agreement in respect of the PSUs granted will set out, at a minimum, the number of PSUs granted, the Performance Period, the performance-based criteria and any Multiplier(s). Subject to the provisions of this Part 6, each PSU awarded to a Participant for services performed during the year in which the PSU is granted shall entitle the Participant to receive payment in an amount equal to the Market Price on the day immediately prior to the last day of the applicable Performance Period multiplied by the applicable Multiplier(s), to be determined on the last day of the Performance Period. In no event will a PSU vest or be redeemable or contemplate a Separation Date of less than 12 months from the date of grant

#### **6.2 Distributions.**

The Board, in its sole discretion, but subject to Exchange approval, may determine that if and when distributions are paid on any Shares, additional PSUs shall be credited to the Participant as of such distribution payment date. The number of additional PSUs (including fractional PSUs) to be credited to the Participant shall be determined by dividing the dollar amount of the distribution payable in respect of the Shares underlying the Performance Share Units by the Market Price on the date the distribution is paid. Fractional PSUs to two decimal places shall be credited to the Participant. For greater certainty, the Performance Period and Multiplier(s), if any, shall be the same as the Performance Period and Multiplier(s), if any, for the Performance Share Units.

#### **6.3 Performance Period**

Subject to Sections 6.5 and 6.6, which could result in shortening any such period, the Performance Period in respect of a particular award shall be at least one year from the date of grant of the applicable Performance Share Unit, provided that the Board may, in its sole discretion, determine the Performance Period to be greater than one year, to a maximum of three years from the date of grant of the applicable Performance Share Unit.

#### **6.4 Performance-Based Criteria and Multipliers**

Subject to sections 11.1 and 11.11, the Board may establish performance-based criteria which, if met by the Corporation, will entitle the Participant to be paid an amount in excess of or less than the Market Price of one Share for each PSU at the end of the applicable Performance Period. The Board, in its sole discretion, may waive the performance-based criteria if the Board determines there were material unusual circumstances that occurred during the Performance Period (as an example only, if take-over speculation significantly affects the Market Price at the end of the Performance Period).

#### **6.5 Retirement or Termination During Performance Period**

If a Participant ceases to be an Employee or Director, as applicable, during the Performance Period because of retirement or Termination of the Participant, all PSUs previously awarded to the Participant shall be forfeited and cease to be credited to the Participant on the date of the Retirement or Termination, as the case may be; however, the Board shall have the absolute discretion to modify the grant of the PSUs to provide that the Performance Period would end at the end of the calendar quarter immediately before the date of the Retirement or Termination, as the case may be, and the amount payable to the Participant shall be calculated as of such date, provided such Performance Period is not less than the 12 months referred to in section 6.1 above.

#### **6.6 Death**

In the event of the death of a Participant during the Performance Period, the Performance Period shall be deemed to end at the end of the calendar quarter immediately before the date of death of the Participant and the amount payable to the Participant or its executors, as the case may be, shall be calculated as of such date.

#### **6.7 Payment to Participants**

Subject to the terms of this Plan, the Board, in its sole discretion, may pay earned PSUs in the form of cash or in Shares issued from treasury (or in a combination thereof) equal to the value of the PSUs at the end of the applicable Performance Period. The determination of the Board with respect to the form of payout of such PSUs shall be set out in the

Performance Share Unit Agreement for the grant of the PSU or reserved for later determination. In no event will delivery of such Shares or payment of any cash amounts be made later than two and a half months after the end of the year in which such conditions or restrictions were satisfied or lapsed.

### **6.8 Payment of Dividends**

Subject to the absolute discretion of the Board, in the event that a dividend (other than a stock dividend) is declared and paid by the Corporation on the Shares, a Participant may be credited with additional PSUs. The number of such additional PSUs, if any, will be calculated by dividing (a) the total amount of the dividends that would have been paid to the Participant if the PSUs in his or her account on the dividend record date had been outstanding Shares (and the Participant held no other Shares), by (b) the Market Price of the Shares on the date on which such dividends were paid.

Notwithstanding the above, should the payment of dividends result in the Participant receiving Shares in excess of the applicable limits under Sections 11.3 to 11.5 inclusively, then the payment of dividends shall be in cash for that amount of the dividends that would exceed the applicable limits thereunder.

## **PART 7 STOCK APPRECIATION RIGHTS**

### **7.1 Grant of SARs**

The Corporation may from time to time grant Stock Appreciation Rights to Participants pursuant to this Plan whereby Participants will have the right to receive Shares, a cash payment, or any combination thereof, from the Corporation in an amount equal to the number of SARs granted multiplied by the difference between the Market Price of a Share at the Exercise Date (as defined below) over the Base Price fixed by the Board (the "Exercise Value").

### **7.2 Base Price**

The Base Price per Share of any SAR shall be not less than the Market Price at the time of grant.

### **7.3 Grant of SARs**

The Board may at any time authorize the granting of SARs to such Participants as it may select for the number of Shares that it shall designate, subject to the provisions of this Plan. The date of grant of a SAR shall be the date such grant was approved by the Board.

Each SAR granted to a Participant shall be evidenced by a Stock Appreciation Right Agreement with terms and conditions consistent with this Plan and as approved by the Board and which incorporates by reference the terms of this Plan (and in all cases which terms and conditions need not be the same in each case, and may be changed from time to time subject to any required approval of Disinterested Shareholders and the Exchange).

### **7.4 Terms of SARs**

The term of each SAR shall be for such term as the Board may determine at the date of grant, provided that:

- (a) SARs can be exercisable for a maximum of 10 years from the date of grant; and
- (b) the term may thereafter be reduced with respect to any such SAR as provided for herein regarding termination of employment / engagement or death of the Participant.

### **7.5 Vesting**

SARs shall vest and may be exercised (in each case to the nearest full Share) during the term in the manner determined by the Board at the time of grant, provided that the minimum vesting period shall be 12 months.

### **7.6 Other Restrictions**

Except as set forth in Section 7.9, no SAR may be exercised unless the Participant is at the time of such exercise:

- (a) in the case of an Employee, Consultant or Officer, engaged or in the employ of the Corporation or a Designated Affiliate and shall have been continuously so engaged, employed or retained since the grant of the SAR; or

- (b) in the case of a Director, a director of the Corporation or a Designated Affiliate and shall have been such a Director, Officer, Employee or Consultant continuously since the grant of the SAR.

### **7.7 Exercise of SARs**

Subject to any limitations or conditions imposed upon a Participant pursuant to a Stock Appreciation Rights Agreement or this Plan, a Participant may exercise an SAR, prior to the expiry date thereof, by giving written notice thereof to the Corporation at its principal place of business specifying the number of vested SARs being exercised and the date on which such exercise is to be effective (the "Exercise Date"). As soon as practicable after exercise of a SAR in accordance herewith, the Corporation shall pay the Participant an amount equal to the product of (i) the number of vested SARs exercised, multiplied by (ii) the Exercise Value. Such payment will be made, in the Board's discretion, in (a) cash, (b) Shares with a Market Price equal to the amount of the payment, or (c) a combination of cash and Shares.

### **7.8 Transferability of SARs**

SARs granted hereby shall not be transferable other than upon the death of the Participant. A Participant shall have the right, by notice to the Corporation, to designate a beneficiary who shall be entitled to exercise the Participant's SARs (subject to their terms and conditions) following the Participant's death, and to whom any amounts payable following the Participant's death shall be paid.

### **7.9 Effect of Termination of Employment or Death**

If the holder of a SAR:

- (a) dies while employed or engaged by, or while a Director of, the Corporation or a Designated Affiliate, any SAR held by him or her at the date of death, then eligible to be exercised, shall become exercisable in whole or in part, but only by the person or persons designated under section 7.8(b) above, or to whom the Participant's rights under the SAR shall pass by the Participant's will or applicable laws of descent and distribution. Unless otherwise determined by the Board, all such SARs shall be exercisable only to the extent that the Participant was entitled to exercise the SARs at the date of his or her death and only for nine months after the date of death or prior to the expiration of the term in respect thereof, whichever is sooner;
- (b) ceases to be employed or engaged by, or a Director of, the Corporation or a Designated Affiliate, for cause, no SAR held by such Participant will, unless otherwise determined by the Board, be exercisable following the date on which such Participant ceases to be so engaged; or
- (c) ceases to be employed or engaged by, or a Director of, the Corporation or a Designated Affiliate, for any reason other than cause then, unless otherwise determined by the Board, any SAR held by such Participant which was then eligible to be exercised at the effective date thereof shall become exercisable for a period of up to 90 days thereafter or prior to the expiration of the term in respect thereof, whichever is sooner.

### **7.10 Effect of Amalgamation or Merger**

Subject to Exchange approval, if the Corporation amalgamates or otherwise completes a plan of arrangement or merges with or into another corporation, any payment receivable on the exercise of an SAR shall be adjusted to give the Participant the ability to receive the same which the Participant would have received upon completion of such amalgamation, arrangement or merger using as the Market Price of a Share the amount equal to the deemed price under such amalgamation, arrangement or merger.

### **7.11 Amendments**

Disinterested Shareholder approval must be obtained for any reduction in the Base Price of a SAR, or the extension of the term of a SAR, if the Participant is an Insider of the Corporation at the time of the proposed amendment.

## **PART 8 STOCK PURCHASE RIGHTS**

### **8.1 Types of SP Rights**

The Corporation may give assistance to a Participant to enable the Participant to acquire Shares by way of (i) financial guarantee for a loan, (ii) third party security for a loan, (iii) a gift or loan from the Corporation, (iv) offering Shares at a discount to Market Price, (v) issuing additional Shares upon the Participant subscribing for a pre-established number of Shares, which Shares may be issued from the treasury or purchased on the secondary market, or (iv) any other act which facilitates the purchase by a Participant of Shares. Any assistance provided to a Participant is subject to prior written approval of the Exchange in accordance with Exchange Policy 4.4.

## **8.2 Limitations**

The Corporation shall not provide SP Rights that could materially prejudice the interests of the Corporation or its shareholders, or if the assistance would affect the Corporation's ability to pay its creditors. Further, the Corporation must obtain prior written approval of the Exchange in accordance with Exchange Policy 4.4 prior to any financial assistance being given to a Participant for the purpose of it acquiring any securities of the Corporation.

## **8.3 Grant of Rights**

The Board may at any time authorize the granting of Stock Purchase Rights to such Participants as it may select for the dollar amount or number of Shares that it shall designate, subject to the provisions of this Plan. The date of grant of a SAR shall be the date such grant was approved by the Board.

Each SP Right granted to a Participant shall be evidenced by an agreement of applicable nature with terms and conditions consistent with this Plan and as approved by the Board and which incorporates by reference the terms of this Plan (and in all cases which terms and conditions need not be the same in each case, and may be changed from time to time subject to any required approval of Disinterested Shareholders and the Exchange).

# **PART 9 WITHHOLDING TAXES**

## **9.1 Withholding Taxes**

The Corporation or any Designated Affiliate may take such steps as are considered necessary or appropriate for the withholding of any taxes or other amounts which the Corporation or any Designated Affiliate is required by any law or regulation of any governmental authority whatsoever to withhold in connection with any Award including, without limiting the generality of the foregoing, the withholding of all or any portion of any payment or the withholding of the issue of any Shares to be issued under this Plan, until such time as the Participant has paid the Corporation or any Designated Affiliate for any amount which the Corporation or Designated Affiliate is required to withhold by law with respect to such taxes or other amounts. Without limitation to the foregoing, the Board may adopt administrative rules under this Plan, which provide for the automatic sale of Shares (or a portion thereof) in the market upon the issuance of such Shares under this Plan on behalf of the Participant to satisfy withholding obligations under an Award. This section will not supersede the requirements under Exchange Policy 4.4 nor shall it result in the alteration of the exercise price.

# **PART 10 CHANGE OF CONTROL**

## **10.1 Change of Control.**

Unless otherwise determined by the Board, or unless otherwise provided in a Participant's Service Agreement or Award Agreement, if a Change of Control shall conclusively be deemed to be imminent, or to have occurred, then the Board shall have the discretion, without the prior approval of the Participants but subject to any required approval of the Exchange (which may in turn require prior Shareholders' approval), to any one or more of the following:

- (a) determine that there shall be immediate full vesting of each outstanding Award granted, subject to, which may be exercised and settled, in whole or in part, even if such Award is not otherwise exercisable or vested by its terms;
- (b) terminate without any payment or consideration, any Awards not exercised, settled or surrendered by the effective time of the Change of Control;

- (c) cause the Corporation to offer to acquire from each Award holder his or her Awards for a cash payment, and any Awards not so acquired, surrendered or exercised by the effective time of the Change of Control will be deemed to have expired;
- (d) cause an Option granted under this Plan to be exchanged for an option to acquire for the same exercise price, the number and type of securities as would be distributed to the Option holder in respect of the Shares to be issued to the Option holder had he or she exercised the Option prior to the effective time of the Change of Control, provided that any such replacement option must provide that it survives for a period of not less than one year from the effective time of the Change of Control regardless of the continuing directorship, officership or employment of the holder;
- (e) permit each Participant, within a specified period of time prior to the completion of the Change in Control as determined by the Board, to exercise all of the Participant's outstanding Options and to settle all of the Participant's outstanding PSUs, RSUs and DSUs (to the extent then vested and exercisable, including by reason of acceleration by the Board pursuant to subsection 10.1(f) or in accordance with the Award Agreement) but subject to and conditional upon the completion of the Change in Control;
- (f) accelerate the dates upon which any or all outstanding Awards shall vest and be exercisable or settled, without regard to whether such Awards have otherwise vested in accordance with their terms; or
- (g) make no change to any of the terms or provisions of any Award.

Notwithstanding the above, acceleration of the vesting provisions on Options granted to Investor Relations Service Providers will be subject to prior written Exchange acceptance.

#### **10.2 Awards Need Not be Treated Identically.**

In taking any of the actions contemplated by this Part 10, the Board shall not be obligated to treat all Awards held by any Participant, or all Awards in general, identically.

### **PART 11 GENERAL TERMS**

#### **11.1 Number of Shares**

The aggregate number of Shares that may be issued under this Plan as Stock Options shall not exceed **10%** of the number of Issued Shares outstanding in the capital of the Corporation from time to time as of the date of each grant. Subject to section 11.11 below, the aggregate number of Shares that may be issued under this Plan as Awards (other than Stock Options) shall not exceed **11,154,126** Shares. All such Shares will be allocated among Awards and Participants in amounts, at such times, and on such terms as may be determined by the Board from time to time.

#### **11.2 NEX Corporation**

In the event the Corporation is listed on or is on notice to have its listing transferred to the NEX branch of the Exchange, then it will be precluded from granting any Awards under this Plan other than Stock Options (and may only grant Stock Options once it has publicly disclosed that it is on notice to have its listing transferred to the NEX).

#### **11.3 Limits for Individuals**

Unless the Corporation has obtained the requisite disinterested Shareholder approval pursuant to section 12.3, the maximum aggregate number of Shares that are issuable pursuant to all Security Based Compensation granted or issued under this Plan or any other security based compensation arrangement in any 12 month period to any one Person (including any companies that are wholly owned by that Person) must not exceed 5% of the Issued Shares of the Corporation, calculated as at the date any Security Based Compensation is granted or issued to the Person.

#### **11.4 Limits for Insiders**

The maximum aggregate number of Shares that are issuable pursuant to all Security Based Compensation granted or issued to Insiders (as a group) must not exceed 10% of the Issued Shares at any point in time unless the Corporation has obtained the regulatory approval required pursuant to Section 12.2(a) and the Disinterested Shareholder Approval required pursuant to Section 12.2(b).

The maximum aggregate number of Shares that are issuable pursuant to all Security Based Compensation granted or issued in any 12 month period to Insiders (as a group) must not exceed 10% of the Issued Shares, calculated as at the date any Security Based Compensation is granted or issued to any Insider unless the Corporation has obtained the requisite Disinterested Shareholder Approval pursuant to Section 12.2(b).

#### **11.5 Limits for Consultants**

The maximum aggregate number of Shares that are issuable pursuant to all Security Based Compensation granted or issued in any 12 month period to any one Consultant under this Plan or any other security based compensation arrangement must not exceed 2% of the Issued Shares, calculated as at the date any Security Based Compensation is granted or issued to the Consultant.

#### **11.6 Limits for Investor Relations Service Providers**

Investor Relations Service Providers may only be granted Stock Options (and no other forms of Security Based Compensation) under this Plan.

The maximum aggregate number of Shares that are issuable pursuant to all Stock Options granted in any 12 month period to all Investor Relations Service Providers in aggregate must not exceed 2% of the Issued Shares, calculated as at the date any Stock Option is granted to any such Investor Relations Service Provider.

Stock Options granted to any Investor Relations Service Provider must vest in stages over a period of not less than 12 months, such that not more than 25% vest any sooner than three months after the date of grant, and not more than 25% vest any sooner than every three months thereafter.

Neither the Cashless Exercise Right nor the Net Exercise Right may be used by Investor Relations Service Providers.

The Board (or any committee thereof) must, through the establishment of appropriate procedures, monitor the trading in the securities of the Corporation by all Investor Relations Service Providers. These procedures may include the establishment of a designated brokerage account through which the Participant conducts all trades in the securities of the Corporation or a requirement for such Participants to file reports of their trades with the Board on a timely basis.

#### **11.7 Limits for Charitable Organizations**

The only Security Based Compensation that may be granted or issued to a Charitable Organization is Charitable Stock Options. The maximum aggregate number of Shares that are issuable pursuant to all outstanding Charitable Stock Options must not exceed 1% of the Issued Shares, calculated as at the date each Charitable Stock Option is granted to a Charitable Organization. A Charitable Stock Option must expire on or before the earlier of: (i) the date that is 10 years from the date of grant of the Charitable Stock Option; and (ii) the 90<sup>th</sup> day following the date that the holder of the Charitable Stock Option ceases to be a Charitable Organization.

#### **11.8 Limitation on Rights as a Shareholder**

No Security Based Compensation entitles the holder thereof to any Shareholder rights (including without limitation voting rights, dividend entitlement or rights on liquidation) until such time as underlying Shares are issued to such Participant; provided, however, that the accrual of dividend entitlements on a DSU, PSU, RSU or SAR where such dividend entitlements vest and are redeemed, as applicable, along with the underlying award.

#### **11.9 Lapsed Awards**

If Awards are surrendered, terminated or expire without being exercised in whole or in part, new Awards may be granted covering the Shares not issued under such lapsed Awards, subject to any restrictions that may be imposed by the Exchange.

#### **11.10 Payment in Cash**

The Corporation may settle any Award by making payment in cash if it does not have a sufficient number of Shares available under this Plan to satisfy its obligations under a Multiplier or any other provision.

#### **11.11 Adjustment in Shares Subject to this Plan**

If there is any change in the Shares through (i) any consolidations or subdivisions of Shares, (ii) reclassification or recapitalization of Shares, (iii) the declaration of stock dividends through the issuance of Shares (iv) adjustments related to an amalgamation, merger, arrangement, reorganization, spin-off, the number of Shares available under this Plan or (v) other adjustments to the issued and outstanding Shares, then the Shares subject to any Award, and the exercise price of any Option shall be adjusted as determined to be appropriate by the Board, and such adjustment shall be effective and binding for all purposes of this Plan, provided any such change pursuant to (ii),(iii), (iv) or (v) above is subject to the prior acceptance of the Exchange.

#### **11.12 Transferability**

Any Awards accruing to any Participant in accordance with the terms and conditions of this Plan shall not be transferable unless specifically provided herein. During the lifetime of a Participant all Awards may only be exercised by the Participant. Awards are non-transferable except by will or by the laws of descent and distribution.

#### **11.13 Employment**

Nothing contained in this Plan shall confer upon any Participant any right with respect to employment or continuance of employment with the Corporation or any Affiliate, or interfere in any way with the right of the Corporation or any Affiliate to terminate the Participant's employment at any time. Participation in this Plan by a Participant is voluntary.

#### **11.14 Record Keeping**

The Corporation shall maintain a register in which shall be recorded:

- (a) the name and address of each Participant;
- (b) the number of Awards granted to each Participant and relevant details regarding such Awards; and
- (c) such other information as the Board may determine.

#### **11.15 Resale Restrictions**

If required by Applicable Laws, any Award will be subject to a hold period expiring on the date that is four months and a day after the Date of Grant, and the confirmations, agreements or certificates representing such Awards and any Shares issued prior to the expiry of such hold period will bear the following legends in substantially the following forms:

"Unless permitted under securities legislation, the holder of the securities represented hereby must not trade the securities before *[insert the date that is four months and one day after the date of grant]*."

"Without prior written approval of TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this certificate may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until *[insert the date that is four months and one day after the date of grant]*."

#### **11.16 No Representation or Warranty**

The Corporation makes no representation or warranty as to the future market value of any Shares issued in accordance with the provisions of this Plan.

#### **11.17 Section 409A**

It is intended that any payments under this Plan to U.S. Taxpayers shall be exempt from or comply with Section 409A of the Code, and all provisions of this Plan shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes and penalties under Section 409A of the Code.

#### **11.18 Compliance with Applicable Law, etc.**

If any provision of this Plan or any agreement entered into pursuant to this Plan contravenes any law or any order, policy, by-law or regulation of any regulatory body or stock exchange having authority over the Corporation or this

Plan, then such provision shall be deemed to be amended to the extent required to bring such provision into compliance therewith.

#### **11.19 Term of the Plan**

This Plan shall remain in effect until it is terminated by the Board.

#### **11.20 Confirmation**

For Awards granted or issued to Employees, Consultants or Management Company Employees, the Corporation and the Participant are responsible for ensuring and confirming that the Participant is a bona fide Employee, Consultant or Management Company Employee, as the case may be.

### **PART 12 ADMINISTRATION AND AMENDMENT OF THIS PLAN**

#### **12.1 Administration by the Board**

- (a) Unless otherwise determined by the Board, this Plan shall be administered by the Board or a Board committee designated by the Board.
- (b) Subject to Section 12.6, the Board (or committee, as applicable) shall have the power, where consistent with the general purpose and intent of this Plan and subject to the specific provisions of this Plan, to:
  - (i) adopt and amend rules and regulations relating to the administration of this Plan and make all other determinations necessary or desirable for the administration of this Plan. The interpretation and construction of the provisions of this Plan and related agreements by the Board (or committee, as applicable) shall be final and conclusive. The Board (or committee, as applicable) may correct any defect or supply any omission or reconcile any inconsistency in this Plan or in any related agreement in the manner and to the extent it shall deem expedient to carry this Plan into effect and it shall be the sole and final judge of such expediency;
  - (ii) determine and designate from time to time the individuals to whom Awards shall be made, the amounts of the Awards and the other terms and conditions of the Awards;
  - (iii) correct any defect, supply any information, or reconcile any inconsistency in this Plan in such manner and to such extent as shall be deemed necessary or advisable to carry out the purposes of this Plan;
  - (iv) delegate any of its responsibilities or powers under this Plan to a Board committee; and
  - (v) otherwise exercise the powers under this Plan as set forth herein.

#### **12.2 Regulatory and Shareholder Approvals**

- (a) In administering this Plan, the Administrator will obtain any regulatory approvals which may be required pursuant to Exchange Policies; and this Plan is subject to such approvals.
- (b) Subject to Section 12.6, any material amendment to this Plan, including any increase in the number of Awards which may be granted under this Plan, must receive Disinterested Shareholder Approval.

#### **12.3 Use of Administrative Agent**

The Board (or committee, as applicable) may in its sole discretion appoint from time to time one or more entities to act as administrative agent to administer Awards granted under the Plan and to act as trustee to hold and administer the Plan and the assets that may be held in respect of Awards granted under the Plan, the whole in accordance with the terms and conditions determined by the Board (or committee, as applicable) in its sole discretion.

#### **12.4 Limitation of Liability and Indemnification.**

No member of the Board or a committee of the Board will be liable for any action or determination taken or made in good faith with respect to the Plan or any Awards granted thereunder and each such member shall be entitled to



indemnification by the Corporation with respect to any such action or determination in the manner provided for by the Board or a committee of the Board.

### **12.5 Amendments to Plan**

Subject to sections 12.2 and 12.6, the Board shall have the power, at any time and from time to time, either prospectively or retrospectively, to amend, suspend or terminate this Plan or any Award granted under this Plan without shareholder approval, regarding (i) amendments to fix typographical errors; and (ii) amendments to clarify existing provisions of this Plan that do not have the effect of altering the scope, nature and intent of such provisions; provided however that:

- (a) any amendment, suspension or termination is in accordance with applicable laws and Exchange Policies; and
- (b) no amendment to this Plan or to an Award granted hereunder will have the effect of impairing, derogating from or otherwise adversely affecting the terms of an Award which is outstanding at the time of such amendment without the written consent of the holder of such Award.

If this Plan is terminated, the provisions of this Plan and any administrative guidelines and other rules and regulations adopted by the Board and in force on the date of termination will continue in effect as long as any Award or any rights pursuant thereto remain outstanding and, notwithstanding the termination of this Plan, the Board shall remain able to make such amendments to this Plan or the Award as they would have been entitled to make if this Plan were still in effect.

### **12.6 Shareholder Approval**

Any amendment to this Plan is subject to Shareholder approval as a condition to Exchange acceptance of the amendment. For clarity, certain amendments to the provisions of this Plan may be subject only to approval by a majority of Shareholders instead of Disinterested Shareholder approval, pursuant to Exchange Policies and, if applicable, subject to Exchange approval.

This Plan will require yearly shareholder approval at a duly called meeting of the Corporation's shareholders. Any change to the fixed number of shares eligible for issuance pursuant to Awards (other than Stock Options) under section 11.1 will also require shareholders' approval.



# CLEAN SEED CAPITAL GROUP LTD

(the "Company")

## FORM OF PROXY

Annual General Meeting to be held on Wednesday January 7, 2026, at 11:00 a.m. (PDT)  
29<sup>th</sup> floor, 733 Seymour Street, Vancouver BC  
(the "Meeting")

Proxies must be received by **11:00 a.m. (PDT) on January 5, 2026**

The undersigned hereby appoints **Graeme Lempriere, CEO** of the Company, or failing him, **Steve Brassard, CFO and Corporate Secretary** of the Company (the "Management Nominees"), or instead of any of them, the following Appointee

Please print appointee name

as proxyholder on behalf of the undersigned with the power of substitution to attend, act and vote for and on behalf of the undersigned in respect of all matters that may properly come before the Meeting and at any adjournment(s) or postponement(s) thereof, in accordance with voting instructions, if any, provided below.

### - SEE VOTING GUIDELINES ON REVERSE -

RESOLUTIONS – MANAGEMENT VOTING RECOMMENDATIONS ARE INDICATED BY **HIGHLIGHTED** TEXT

#### 1. Financial Statements

To receive the audited financial statements of the Company for the financial years ended June 30, 2023, and June 30, 2024, and June 30, 2025 together with the auditor's reports thereon.

**FOR**

☐

**AGAINST**

☐

#### 2. Election of Directors

- a) Graeme Lempriere
- b) Gary Anderson
- c) Ulrich Trogele
- d) Glenn Gatcliffe

**FOR**

☐

**WITHHOLD**

☐☐☐☐☐

#### 3. Appointment of Auditors

Appointment of MNP LLP, Chartered Professional Accountants as Auditors of the Company for the ensuing year and authorizing the Directors to fix their remuneration.

**FOR**

☐

**WITHHOLD**

☐

#### 4. Equity Incentive Plan

To approve by ordinary resolution the Company's new Equity Incentive Plan, as more particularly described in the accompanying Information Circular.

**FOR**

☐

**AGAINST**

☐

#### 5. New Control Person

To approve the issuance of securities that will result in the creation of a new control person.

**FOR**

☐

**AGAINST**

☐

#### 6. Shares for Debt

To approve the issuance of securities to settle certain non-cash related debts.

**FOR**

☐

**AGAINST**

☐

#### 7. Other Business

To transact such other business that may be brought before the Meeting.

**FOR**

☐

**AGAINST**

☐

This proxy revokes and supersedes all earlier dated proxies and **MUST BE SIGNED**

PLEASE PRINT NAME

Signature of registered owner(s)

Date (MM/DD/YYYY)

#### Request for Financial Statements

In accordance with securities regulations, security holders may elect to receive Annual Financial Statements, Interim Financial Statements and MD&As.

Instead of receiving the financial statements by mail, you may choose to view these documents on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca).

I am currently a security holder of the Company and as such request the following:

Interim Financial Statements with MD&A – Check the box to the right if you would like to **RECEIVE** interim financial statements and accompanying Management's Discussion & Analysis by mail.

☐

Annual Financial Statements with MD&A – Check the box to the right if you would like to **RECEIVE** to receive the Annual Financial Statements and accompanying Management's Discussion and Analysis by mail.


☐



## Proxy Voting – Guidelines and Conditions

1. **THIS PROXY IS SOLICITED BY MANAGEMENT OF THE COMPANY.**
2. **THIS PROXY SHOULD BE READ IN CONJUNCTION WITH THE MEETING MATERIALS PRIOR TO VOTING.**
3. If you appoint the Management Nominees to vote your securities, they will vote in accordance with your instructions or, if no instructions are given, in accordance with the Management Voting Recommendations highlighted for each Resolution on the reverse. If you appoint someone else to vote your securities, they will also vote in accordance with your instructions or, if no instructions are given, as they in their discretion choose.
4. Each security holder has the right to appoint a person other than the Management Nominees specified herein to represent them at the Meeting or any adjournment or postponement thereof. Such right may be exercised by inserting in the space labeled "*Please print appointee name*", the name of the person to be appointed, who need not be a security holder of the Company.
5. The proxy confers discretionary authority in respect of amendments or variations to matters identified in the Notice of Meeting or other matters that properly come before the meeting or any adjournment or postponement thereof.
6. To be valid, this proxy should be signed in the exact manner as the name appears on the proxy. If the proxy is not dated, it is deemed to bear the date of its mailing to the security holders of the Company.
7. To be valid, this proxy must be filed using one of the Voting Methods and must be received by Olympia Trust Company before the date noted on the reverse, or in the case of any adjournment or postponement of the Meeting not less than 48 hours (Saturdays, Sundays and holidays excepted) before the time of the adjourned or postponed meeting.
8. Guidelines for proper execution of the proxy are available at [www.stac.ca](http://www.stac.ca). Please refer to the Proxy Protocol.

## Voting Methods

<b>INTERNET</b>	<p>Go to <a href="https://css.olympiatrust.com/pxlogin">https://css.olympiatrust.com/pxlogin</a> and enter the 12-digit control number shown above.</p> <p>To vote using your smartphone, please scan this QR code below:</p> 
<b>EMAIL</b>	<a href="mailto:proxy@olympiatrust.com">proxy@olympiatrust.com</a>
<b>FACSIMILE</b>	(403) 668-8307
<b>MAIL</b>	Olympia Trust Company PO Box 128, STN M Calgary, AB T2P 2H6

# CLEAN SEED CAPITAL GROUP LTD

(the "Corporation")

## 2026 NI 51-102 Request Form

### TO BENEFICIAL SECURITYHOLDERS

National Instrument 51-102 requires that the Corporation send annually to the beneficial owners of its securities a request form to allow the securityholders to elect to receive a copy of the Corporation's financial statements. If you wish to receive the Corporation's financial statements or other selective securityholder communications, please complete and return this form.

Please note that this card will be mailed each year and beneficial securityholders must return this card each year to remain on the Corporation's distribution list.

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### PLEASE RETURN TO:

**CLEAN SEED CAPITAL GROUP LTD**  
c/o Olympia Trust Company  
PO Box 128, STN M  
Calgary, AB T2P 2H6  
Fax: 403-668-8307  
Email: MailListRequests@olympiatrust.com

The undersigned securityholder of the Corporation hereby elects to receive:

- ☐ (A) Annual financial statements and MD&A of the Corporation, or  
☐ (B) Interim financial statements and MD&A of the Corporation, or  
☐ (C) Both (A) and (B) as described above.

**NAME:** (Please print)

\_\_\_\_\_

**ADDRESS:**  
(REQUIRED)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

I certify that I am a securityholder of the Corporation

The Canadian Securities Administrators recognize that developments in information technology allow companies to disseminate documents to securityholders and investors in a more timely and cost efficient manner than by traditional paper methods. By providing an e-mail address, you will be deemed to be consenting to the electronic delivery to you at such e-mail address of the financial statements and reports, if electronic delivery is allowed by applicable regulatory rules and policies.

**E-MAIL (optional):** \_\_\_\_\_