

**CISCOM CORP.**

**NOTICE OF MEETING**

**AND**

**MANAGEMENT INFORMATION CIRCULAR**

**WITH RESPECT TO**

**THE ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS**

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

Dated July 2, 2024

**Ciscom Corp.**  
20 Bay Street, Suite 1110,  
Toronto, Ontario M5J 2N8

**NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS**

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Notice is hereby given that an annual general and special meeting of shareholders (“**Shareholders**”) of Ciscom Corp. (the “**Company**”) will be held at the offices of the Company’s solicitors, Peterson McVicar LLP, 110 Yonge Street, Suite 1601, Toronto, Ontario M5C 1T4 at 10:00 a.m. (Toronto time) on August 20, 2024 (the “**Meeting**”) for the following purposes, all as more particularly described in the enclosed management information circular (the “**Circular**”):

1. to receive the financial statements of the Company, together with the auditors’ report thereon, for the financial years ended December 31, 2023 and 2022;
2. to appoint McGovern Hurley LLP as the auditors of the Company to hold office until the next annual general meeting of the Shareholders at a remuneration to be fixed by the board of directors of the Company;
3. to set the size of the board of directors at seven (7) and elect the directors of the Company for the ensuing year;
4. to consider and, if deemed advisable, to pass, with or without variation, an ordinary resolution approving and ratifying the Company’s adoption of the shareholder rights plan dated March 4, 2024, as more fully described in the accompanying management information circular;
5. to transact such other business as may properly come before the Meeting, or any adjournments thereof.

The nature of the business to be transacted at the Meeting is described in further detail in the Circular under the section entitled “*Matters to be Acted Upon at the Meeting*”.

The record date for the determination of Shareholders entitled to receive notice of, and to vote at, the Meeting or any adjournments or postponements thereof is July 2, 2024 (the “**Record Date**”). Shareholders whose names have been entered in the register of Shareholders at the close of business on the Record Date will be entitled to receive notice of, and to vote, at the Meeting or any adjournments or postponements thereof.

**The Company has chosen to hold the meeting via live audio conference so that all Shareholders regardless of geographic location will have an equal opportunity to participate and engage in the Meeting. Shareholders wishing to attend the Meeting remotely are encouraged to do so by dialing the number below. Shareholders cannot vote their common shares at the Meeting if attending via teleconference and must either vote prior to the Meeting or attend the Meeting in person in order to have their vote cast.**

<b>Date:</b>	August 20, 2024
<b>Time:</b>	10:00 a.m. (Toronto)
<b>Conference Title:</b>	Annual General and Special Shareholders Meeting
<b>Conference ID:</b>	23396564
<b>Dial-in Number:</b>	(+1) 416 764 8658
<b>Toll-Free:</b>	(+1) 888 886 7786
<b>Adobe Webcast Link:</b>	<a href="http://momentum.adobeconnect.com/ciscomcorpagmaug/">http://momentum.adobeconnect.com/ciscomcorpagmaug/</a>

All Shareholders are invited to attend the Meeting and may attend in person or may be represented by proxy. A “beneficial” or “non-registered” Shareholder will not be recognized directly at the Meeting for the purposes of voting common shares registered in the name of his/her/its broker; however, a beneficial Shareholder may attend the Meeting as proxyholder for the registered Shareholder and vote the common shares in that capacity. The Company is sending the proxy-related materials directory to non-objecting beneficial owners and does not intend to pay for a proximate intermediary to send the proxy-related material to objecting beneficial owners. For more details, see the section entitled “*Advice to Beneficial Shareholders*” of the attached Circular.

Only Shareholders as of the Record Date are entitled to receive notice of and vote at the Meeting. Shareholders who are unable to attend the Meeting in person, or any adjournments or postponements thereof, are requested to complete, date and sign the enclosed form of proxy (registered holders) or voting instruction form (beneficial holders) and return it in the envelope provided. To be effective, the enclosed form of proxy or voting instruction form must be mailed or faxed so as to reach or be deposited with TSX Trust Company (in the case of registered holders) at 301-100 Adelaide Street West, Toronto, Ontario M5H 4H1, Attn: Proxy Department, Fax: 416-595-9593, not later than forty-eight (48) hours (excluding Saturdays, Sundays and statutory holidays in the City of Toronto, Ontario) prior to the time set for the Meeting or any adjournments or postponements thereof. Proxies and voting instruction forms may also be voted online at [www.voteproxyonline.com](http://www.voteproxyonline.com) using the 12-digit control number provided on the proxy or voting instruction form.

#### **Notice-and-Access**

The Company is utilizing the notice-and-access mechanism (the “**Notice-and-Access Provisions**”) that came into effect on February 11, 2013 under National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* and National Instrument 51-102 – *Continuous Disclosure Obligations*, for distribution of Meeting materials to registered and beneficial Shareholders.

#### **Website Where Meeting Materials are Posted**

The Notice-and-Access Provisions are a set of rules that allow reporting issuers to post electronic versions of proxy-related materials (such as proxy circulars and annual financial statements) on-line, via the System for Electronic Document Analysis and Retrieval (“**SEDAR+**”) and one other website, rather than mailing paper copies of such materials to Shareholders. Electronic copies of the Circular, financial statements of the Company for the year ended December 31, 2023 (“**Financial Statements**”) and management’s discussion and analysis of the Company’s results of operations and financial condition for 2023 (“**MD&A**”) may be found on the Company’s SEDAR+ profile at [www.sedarplus.ca](http://www.sedarplus.ca) and also on TSX Trust Company’s website at <https://docs.tsxtrust.com/2423>. The Company will not use procedures known as “stratification” in relation to the use of Notice-and-Access Provisions. Stratification occurs when a reporting issuer using the Notice-and-Access Provisions provides a paper copy of the Circular to some Shareholders with this notice package. In relation to the Meeting, all Shareholders will receive the required documentation under the Notice-and-Access Provisions, which will not include a paper copy of the Circular.

#### **Obtaining Paper Copies of Materials**

The Company anticipates that using notice-and-access for delivery to all Shareholders will directly benefit the Company through a substantial reduction in both postage and material costs, and also promote environmental responsibility by decreasing the large volume of paper documents generated by printing proxy-related materials. Shareholders who wish to obtain paper copies of the Circular, Financial Statements and MD&A free of charge or who have questions about notice-and-access can contact the Company’s transfer agent, TSX Trust Company, by phone at 1-866-600-5869 or via email at [tsxtis@tmx.com](mailto:tsxtis@tmx.com). A request for paper copies should be made in advance of the Meeting such that the request is received by TSX Trust Company by August 9, 2024 in order to allow sufficient time for Shareholders to receive the paper copies and to return their proxies or voting instruction forms to intermediaries not later than 48 hours (excluding

Saturdays, Sundays and statutory holidays in the City of Toronto, Ontario) prior to the time set for the Meeting or any adjournments or postponements thereof. Any requests for paper copies received by TSX Trust Company after August 9, 2024 will be delivered to Shareholders in accordance with applicable securities law.

**PLEASE REVIEW THE CIRCULAR BEFORE VOTING.**

**DATED** this 2nd day of July, 2024.

**BY ORDER OF THE BOARD OF DIRECTORS**

*/s/ "Paul Gaynor"*

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Paul Gaynor  
Chairman

# CISCOM CORP.

## MANAGEMENT INFORMATION CIRCULAR

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### SOLICITATION OF PROXIES

**THIS MANAGEMENT INFORMATION CIRCULAR IS BEING FURNISHED IN CONNECTION WITH THE SOLICITATION BY MANAGEMENT OF CISCOM CORP.** (the “**Company**” or “**Ciscom**”) of proxies to be used at the annual general and special meeting of shareholders of the Company (the “**Meeting**”) and any adjournments thereof, to be held at the offices of the Company’s solicitors, Peterson McVicar LLP, 110 Yonge Street, Suite 1601, Toronto, Ontario M5C 1T4 at 10:00 a.m. (Toronto time) on August 20, 2024, for the purposes set forth in the accompanying notice of the Meeting (the “**Notice of Meeting**”). Proxies will be primarily solicited by mail and may also be personally solicited or solicited by telephone by the directors and/or officers of the Company, at nominal cost. The cost of solicitation will be borne by the Company.

No person is authorized to provide any information or to make any representation other than those contained in this Circular and, if given or made, such information or representation shall not be relied upon as having been authorized.

#### **Notice-and-Access**

The Company is utilizing the notice-and-access mechanism (the “**Notice-and-Access Provisions**”) that came into effect on February 11, 2013 under National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”) and National Instrument 51-102 – *Continuous Disclosure Obligations* (“**NI 51-102**”) for distribution of this management information circular (the “**Circular**”) to both registered and non-registered (or beneficial) holders (“**Shareholders**”) of common shares of the Company (“**Common Shares**”).

The Notice-and-Access Provisions are a set of rules that allow reporting issuers to post electronic versions of proxy-related materials (such as proxy circulars and annual financial statements) on-line, via the System for Electronic Document Analysis and Retrieval (“**SEDAR+**”) and one other website, rather than mailing paper copies of such materials to Shareholders. Electronic copies of the Circular, financial statements of the Company for the year ended December 31, 2023 (“**Financial Statements**”) and management’s discussion and analysis of the Company’s results of operations and financial condition for 2023 (“**MD&A**”) may be found on the Company’s SEDAR+ profile at [www.sedarplus.ca](http://www.sedarplus.ca) and also on TSX Trust Company’s website at <https://docs.tsxtrust.com/2423>. The Company will not use procedures known as “stratification” in relation to the use of Notice-and-Access Provisions. Stratification occurs when a reporting issuer using the Notice-and-Access Provisions provides a paper copy of this Circular to some Shareholders with the notice package. In relation to the Meeting, all Shareholders will receive the required documentation under the Notice-and-Access Provisions, which will not include a paper copy of this Circular. Shareholders are reminded to review this Circular before voting.

Although this Circular, the Financial Statements and the MD&A will be posted electronically on-line as noted above, Shareholders will receive paper copies of a “notice package” (the “**Notice Package**”) via prepaid mail containing the Notice of Meeting with information prescribed by NI 54-101 and NI 51-102, a form of proxy or voting instruction form (the “**Proxy**”), and supplemental mail list return card for Shareholders to request they be included in the Company supplementary mailing list for receipt of the Company’s interim financial statements for the 2024 fiscal year.

The Company anticipates that using notice-and-access for delivery to all Shareholders will directly benefit the Company through a substantial reduction in both postage and material costs, and also promote environmental responsibility by decreasing the large volume of paper documents generated by printing proxy-related materials. Shareholders who wish to obtain paper copies of the Circular, Financial Statements and MD&A free of charge or who have questions about notice-and-access can contact the Company’s transfer agent, TSX Trust Company, by phone at 1-866-600-5869 or via email at [tsxtis@tmx.com](mailto:tsxtis@tmx.com). A request for paper copies should be made in advance of the Meeting such that the request is received by TSX Trust Company by August 9, 2024, in order to allow sufficient time for Shareholders to receive their paper copies and to return their form of proxy to TSX Trust Company (in the case of registered Shareholders), or their voting instruction form to their intermediaries (in the case of Beneficial Shareholders,

as such term is defined herein) by its due date. Any requests for paper copies received by TSX Trust Company after August 9, 2024 will be delivered to Shareholders in accordance with applicable securities law.

## APPOINTMENT, VOTING AND REVOCATION OF PROXIES

### Appointment

The individuals named in the Proxy are directors and/or officers of the Company (the “**Management Designees**”). **A Shareholder wishing to appoint some other person (who need not be a Shareholder) to represent the Shareholder at the Meeting has the right to do so, either by striking out the names of those persons named in the Proxy and inserting the desired person’s name in the blank space provided in the Proxy or by completing another form of proxy. Such Shareholder should first notify such person of his/her/its appointment and obtain his/her/its consent to act as a proxyholder. In any case, the Proxy should be dated and executed by the Shareholder or his/her/its attorney authorized in writing or, if the Shareholder is a company, by an officer or attorney thereof duly authorized.**

To be valid, the Proxy must be mailed or faxed so as to reach or be deposited with TSX Trust Company (the “**Transfer Agent**”) at 301-100 Adelaide Street West, Toronto, Ontario M5H 4H1, Attn: Proxy Department, Fax: 416-595-9593, not later than forty-eight (48) hours (excluding Saturdays, Sundays and statutory holidays in the City of Toronto, Ontario) prior to the time set for the Meeting or any adjournments or postponements thereof. Proxies may also be voted online at [www.voteproxyonline.com](http://www.voteproxyonline.com) using the 12-digit control number provided on the proxy.

### Voting

Each Shareholder may instruct his/her/its proxy how to vote their Common Shares by marking the Proxy as applicable. All Common Shares represented at the Meeting by properly executed Proxies **will be voted for, against or withheld from voting (including the voting on any ballot)**, and where a choice with respect to any matter to be acted upon has been specified in the Proxy, the Common Shares represented by the Proxy **will be voted in accordance with such specification. In the absence of any such specification of voting on the Proxy, the Management Designees named in the Proxy, will vote in favour of the matters set out therein.**

The Proxy, when properly completed and delivered and not revoked, confers discretionary authority upon the persons appointed proxyholders thereunder to vote with respect to any amendments or variations of matters identified in the Notice of Meeting and with respect to any other matters which may properly come before the Meeting. As of the date hereof, the Company is not aware of any amendments to, variations of, or of other matters which may be presented to the Meeting.

If your Common Shares are held beneficially in “street” name through a nominee such as a brokerage firm, financial institution or other holder of record, your vote is controlled by that firm, institution or holder. Your vote by proxy may also be cast by telephone or Internet, as well as by mail, if your brokerage firm or financial institution offers such voting alternatives. Please follow the specific instructions provided by your nominee on your voting instruction card. Any Proxy may be revoked at any time prior to its exercise at the Meeting. See “*Advice to Beneficial Shareholders*” below.

### Revocation of Proxy

In addition to the revocation in any other manner permitted by law, a Shareholder who has given a Proxy may revoke it, at any time before it is exercised in accordance with the provisions of Section 110 of the *Business Corporations Act* (Ontario) (the “**OBCA**”), by instrument in writing executed by the Shareholder or by his/her/its attorney authorized in writing and deposited either at the registered office of the Company or the Transfer Agent at any time up to and including the last business day preceding the day of the Meeting, or any adjournment thereof, at which the Proxy is to be used, or with the Chairman of the Meeting on the day of the Meeting or any adjournment thereof and before any vote in respect of which the Proxy is to be used shall have been taken or in any other manner permitted by law. A revocation of a Proxy does not affect any matter on which a vote has been taken prior to such revocation.

## ADVICE TO BENEFICIAL SHAREHOLDERS

**Only registered Shareholders or duly appointed proxyholders are permitted to vote at the Meeting. The**

**information set forth in this section is of significant importance to many Shareholders as a substantial number of Shareholders do not hold their Common Shares in their own name.** Most of the Shareholders of the Company are “non-registered” Shareholders as their Common Shares are not registered in their own names but rather are instead registered in the name of a bank, trust company or brokerage firm from whom they purchased the Common Shares (referred to in this Circular as “**Beneficial Shareholders**”). Such Beneficial Shareholders should note that only Proxies deposited by Shareholders whose names appear on the records maintained by the Transfer Agent, as the registered holders of Common Shares can be recognized and acted upon at the Meeting. If the Common Shares are listed in an account statement provided to a Shareholder by a broker, then in almost all cases those Common Shares will not be registered in the Shareholder’s name. Such Common Shares are more likely to be registered under the names of the Shareholder’s broker or an agent of that broker. In the United States, the vast majority of such Common Shares are registered in the name of CEDE & Co. (the registration name for The Depository Trust Company, which acts as nominee for many U.S. brokerage firms). Common Shares held by brokers or their agents or nominees can only be voted (for, against or withheld from voting resolutions) upon the instructions of the Beneficial Shareholder. Without specific instructions, brokers and their agents and nominees are prohibited from voting Common Shares for their clients. The directors and officers of the Company do not know for whose benefit the Common Shares registered in the name of CEDE & Co. are held. In Canada, the vast majority of such Common Shares are registered under the name of CDS & Co. (the registration name for CDS Clearing and Depository Services Inc. (“**CDS**”), which acts as nominee for many Canadian banks, trust companies and brokerage firms). Common Shares held by brokers or their agents or nominees can only be voted (for, against or withheld from voting resolutions) upon the instructions of the Beneficial Shareholder. Without specific instructions, brokers and their agents and nominees are prohibited from voting Common Shares for their clients. The directors and officers of the Company do not know for whose benefit the Common Shares registered in the name of CDS are held. **Therefore, Beneficial Shareholders should ensure that instructions respecting the voting of their Common Shares are communicated to the appropriate person well in advance of the Meeting.**

Applicable regulatory policy requires intermediaries/brokers to seek voting instructions from Beneficial Shareholders in advance of shareholder meetings. Every intermediary/broker has its own mailing procedures and provides its own return instructions to clients, which should be carefully followed by Beneficial Shareholders in order to ensure that their Common Shares are voted at the Meeting. The purpose of the form of proxy supplied to a Beneficial Shareholder by its broker (or the agent of the broker) is limited to instructing the registered Shareholder (the broker or agent of the broker) how to vote on behalf of the Beneficial Shareholder. The majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. (“**Broadridge**”). Broadridge typically prepares a machine-readable voting instruction form (a “**VIF**”), mails the VIF to the Beneficial Shareholders and requests the Beneficial Shareholders to return the VIF forms to Broadridge or otherwise communicate voting instructions to Broadridge by way of the Internet or telephone. 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 VIF from Broadridge cannot use that form to vote directly at the Meeting. The VIF must be returned to Broadridge well in advance of the Meeting in order to have the Common Shares voted. If you have any questions with respect to the voting of Common Shares held through a broker or other intermediary, please contact your broker or other intermediary directly for assistance.**

Although a Beneficial Shareholder may not be recognized directly at the Meeting for the purposes of voting Common Shares registered in the name of his/her/its broker (or agent of the broker), a Beneficial Shareholder may attend at the Meeting as proxyholder for the registered Shareholder and vote the Common Shares in that capacity. If a Beneficial Shareholder wishes to attend and vote at the Meeting in person, the Beneficial Shareholder must insert his/her/its own name as appointee in the blank space of the form of proxy provided to them and return the same to their broker (or the broker’s agent) in accordance with the instructions provided by such broker (or agent), well in advance of the Meeting.

Beneficial Shareholders fall into two categories: those who object to their identity being made known to the issuers of securities which they own (“**Objecting Beneficial Owners**” or “**OBOs**”) and those who do not object to their identity being made known to the issuers of the securities they own (“**Non-Objecting Beneficial Owners**” or “**NOBOs**”). Subject to the provisions of NI 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”), the Company may request and obtain a list of its NOBOs from intermediaries. Pursuant to NI 54-101, the Company may obtain and use the NOBO list in connection with any matter relating to the affairs of the Company, including the distribution of proxy-related materials directly to NOBOs. The Company is sending the Notice Package directly to the NOBOs. The Company does not intend to pay for intermediaries to deliver the Notice Package to the OBOs, and therefore OBOs will not receive the Notice Package unless the OBO’s intermediary assumes the cost of delivery. As more particularly outlined under the heading “*SOLICITATION OF PROXIES – Notice-and-Access*”, this

Circular, the Financial Statements and the MD&A, as well as any other relevant disclosure documents, will be sent to Beneficial Shareholders using the Notice-and-Access Provisions.

If you are a Beneficial Shareholder, and the Company or its transfer agent has sent these materials directly to you, your name and address and information about your holdings of your Common Shares, has been obtained in accordance with applicable securities regulatory requirements from the intermediary holding on your behalf.

All references to Shareholders in this Circular and the Proxy and Notice of Meeting are to Shareholders as at the Record Date unless specifically stated otherwise.

### **RECORD DATE**

The Company has fixed July 2, 2024 as the record date (the “**Record Date**”) for the purposes of determining holders of Common Shares entitled to receive notice of the Meeting. Registered holders of Common Shares, as shown on the Shareholders’ list prepared as of the Record Date, will be entitled to vote such Common Shares at the Meeting on the basis of one vote for each Common Share held.

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

No director or executive officer of the Company, no proposed nominee for election as a director of the Company and no associate or affiliate of any of the foregoing, has any material interest, direct or indirect, by way of beneficial ownership or otherwise, in any matter to be acted upon at the Meeting.

### **VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF**

#### **Voting Securities**

The authorized capital of the Company consists of an unlimited number of Common Shares without par value, an unlimited number of Class A Preferred Shares without par value, and an unlimited number of Class B Preferred Shares without par value.

As of the date hereof, being July 2, 2024, the Company had 53,563,833 fully paid and non-assessable Common Shares issued and outstanding, with each Common Share carrying the right to one vote. As of the date hereof, no Class A Preferred Shares or Class B Preferred Shares of the Company have been issued. Should any Class A Preferred Shares or Class B Preferred Shares be issued in future, each will carry the right to one vote.



## Principal Holders of Voting Securities

To the knowledge of the directors and executive officers of the Company, as of the date hereof, and other than as provided below, no person or company beneficially owns, or controls or directs, directly or indirectly, voting securities of the Company carrying 10% or more of the voting rights attached to all outstanding Common Shares.

As gathered by the Company from public insider filings, the following persons beneficially own, or control or direct, directly or indirectly, voting securities of the Company carrying 10% or more of the voting rights attached to all outstanding Common Shares:

Name of Person	Approximate Number of Common Shares Controlled	Percentage of Common Shares Controlled
Paul Gaynor	11,245,168	21.0%
David Mathews	9,721,889	18.2%
Drew A. Reid	5,599,548	10.5%

The information with respect to the Common Shares beneficially owned, controlled or directed by Drew A. Reid is not within the direct knowledge of the Company and has been obtained from The System for Electronic Disclosure by Insiders (“SEDI”) maintained by the Canadian Securities Administrators or furnished by such individual. Please also see “*Context of the SRP*” below for an explanation of the Company’s concerns regarding the claimed shareholdings of DLT Resolution Inc., a company controlled by Drew A. Reid.

As at the date of this Circular, the directors and officers of the Company own or control directly or indirectly, in the aggregate, 24,287,057 Common Shares, which represent approximately 45.3% of the issued and outstanding Common Shares.

## DATE OF INFORMATION

Unless otherwise specified herein, the information contained in this Circular is given as of July 2, 2024.

## CURRENCIES

The Company’s financial statements for the years ended December 31, 2023 and 2022 (the “**Financial Statements**”) are reported in Canadian dollars. In this Circular, unless otherwise indicated, all dollar amounts (“\$” or “CDN\$”) are expressed in Canadian dollars and references to “USD\$” or “US\$” are to United States dollars.

## MATTERS TO BE ACTED UPON AT THE MEETING

### ITEM 1 - FINANCIAL STATEMENTS

The Financial Statements and the auditor’s report thereon will be presented to the Shareholders at the Meeting. In accordance with the provisions of the OBCA, the Financial Statements are merely presented at the Meeting and will not be voted on. The Financial Statements have been filed on the Company’s SEDAR+ profile as a schedule to the Company’s non-offering prospectus dated June 5, 2023, and can be accessed at [www.sedarplus.ca](http://www.sedarplus.ca)

### ITEM 2 - APPOINTMENT OF AUDITORS

McGovern Hurley LLP (“**McGovern Hurley**”) are the current independent auditors of the Company, having been appointed as such by the board of directors of the Company (the “**Board**”), in place of SRCO Professional Corporation (the “**Former Auditor**”), effective June 12, 2024. The Former Auditor resigned at the request of the Company. There were no reservations or modified opinions in the Former Auditor’s reports on the Company’s financial statements relating to the period during which the Former Auditor was the Company’s auditor. See Schedule “C” hereto for the

Company's full change of auditor reporting package, dated June 12, 2024, which is also available to be viewed on the Company's SEDAR+ profile.

Management proposes that McGovern Hurley be confirmed, ratified and appointed as the Company's auditors to hold office until the next annual meeting of Shareholders, at a remuneration to be fixed by the Board). McGovern Hurley were first appointed auditors of the Company effective June 12, 2024.

**Unless the Shareholder has specifically instructed in the form of proxy or voting instruction form that the Common Shares represented by such proxy or voting instruction form are to be withheld or voted otherwise, the persons named in the proxy or voting instruction form will vote FOR the appointment and ratification of McGovern Hurley as auditors of the Company to hold office until the next annual meeting of Shareholders or until a successor is appointed and to authorize the Board to fix the remuneration of the auditors.**

### **ITEM 3 - ELECTION OF DIRECTORS**

The Company's Articles of Incorporation provide that the Board consist of a minimum of one (1) and a maximum of eleven (11) directors, and the following seven (7) persons named hereunder will be proposed for re-election as directors of the Company.

The management nominees for election to the Board are experienced leaders in the information, communication and technology sector and are well suited to provide oversight to the Company as it continues the next phase of its development. At the Meeting, the size of the Board shall be set at seven (7), and the seven (7) persons named in the section "Nominees" below, namely, Paul Gaynor, Michel Pepin, David Mathews, Eric Klein, Tracy Hughes, Stephen Lautens and Angel V. Valov, will be proposed for election as directors of the Company.

Each director elected will hold office until the close of the next annual meeting of Shareholders of the Company or until his/her successor is duly elected, unless, prior thereto, he/she resigns, or his/her office becomes vacant by reason of death or other cause. Management does not contemplate that any of the nominees will be unable to serve as a director, but if that should occur for any reason prior to the Meeting, it is intended that discretionary authority shall be exercised by the persons named in the Proxy to vote the Proxy for the election of any other person or persons in place of any nominee or nominees unable to serve.

Shareholders have the option to: (i) vote for all of the directors of the Company listed in the table below; (ii) vote for some of the directors and withhold for others; or (iii) withhold for all of the directors. **Unless the Shareholder has specifically instructed in its Proxy that the Common Shares represented by such Proxy are to be withheld or voted otherwise, the persons named in the accompanying Proxy will vote FOR the election of each of the proposed nominees set forth below as directors of the Company.**

#### *Nominees*

The following table contains certain information, as at the date hereof, in connection with the persons proposed for nomination as directors. The principal occupation and Common Shares beneficially owned or over which control or direction is exercised by the nominees, directly or indirectly, for election as directors is in each instance based upon information provided by the person to whom such information relates.

<b>Name, Province or State and Country of Residence, Position(s) Held with the Company</b>	<b>Present Principal Occupation and/or Positions held During the Preceding Five Years</b>	<b>Date First Became a Director</b>	<b>Number of Common Shares Beneficially Owned, or Controlled or Directed, Directly or Indirectly<sup>(1)</sup></b>
<b>Paul Gaynor<sup>(2)</sup></b> <i>Oro-Medonte, ON Director and Chair of the Board</i>	Former President of Market Focus Direct Inc., an advertising and marketing technology company (now retired)	September 1, 2021	11,245,168 <sup>(3)</sup>
<b>Michel Pepin, CPA, CA</b> <i>Brantford, ON Director, President, Chief Financial Officer and Acting Chief Executive Officer</i>	President and CFO, Ciscom Corp.; CFO and COO, Anova Fertility and Reproductive Health; Global CFO, The Minacs Group Pte Ltd., a contact centre company	November 10, 2020	3,250,000
<b>David Mathews</b> <i>Toronto, ON Director</i>	President and Managing Director of Prospect Media Group, an advertising and marketing technology company	April 24, 2023	9,721,439 <sup>(4)</sup>
<b>Eric Klein, CPA, CA, CBV, ICD.D<sup>(2)</sup></b> <i>Toronto, ON Director</i>	President, Klein Advisory Services Inc.; EVP Corporate Development, Dundee Company, an investment bank	August 16, 2021	NIL
<b>Tracy Hughes</b> <i>Bolton, ON Director</i>	CEO & Director, InvestorNews Inc., a public market news company; President & Director, 724 Capital Corp., a wealth management company	March 1, 2024	50,000
<b>Stephen Lautens</b> <i>Toronto, ON Director</i>	Consultant; VP Corporate Affairs & General Counsel, Angkor Resources Corp., a mining company; Interim President, TRU Precious Metals Corp., a mining company	May 15, 2024	NIL
<b>Angel V. Valov<sup>(2)</sup></b> <i>Toronto, ON Director</i>	Private investors, Risk Manager Polar Asset Management, an investment firm; Global Risk Manager Scotiabank, Analyst Model Risk & Vetting Bank of Montreal	May 15, 2024	20,000

Notes:

- (1) The information with respect to the Common Shares beneficially owned, controlled or directed is not within the direct knowledge of the Company and has been obtained from The System for Electronic Disclosure by Insiders maintained by the Canadian Securities Administrators or furnished by the respective individuals. This table does not include any Common Shares underlying unexercised options to purchase Common Shares, outstanding Common Share purchase warrants (the “Warrants”) or special warrants of the Company
- (2) Member of the Audit Committee. Mr. Klein is Chair.
- (3) Whittaker Inc., a corporation wholly owned by Mr. Gaynor, holds 9,904,575 of the shares controlled by him.
- (4) Nashly Mathews, David Mathews’ spouse, is the owner of 4,816,944 of the shares considered to be under his control.

**Paul Gaynor:** Mr. Paul Gaynor of Oro-Medonte, Ontario was the founder of Market Focus Direct Inc. (“MFD”), which began operations in 1991. Mr. Gaynor has over 40 years in senior management, mergers and acquisitions, valuation, sales development, finance, legal, information technology and human resources. He visualized and built unique and proprietary IP properties that contributed to running growing and profitable operations. Throughout the

years, Mr. Gaynor has been an entrepreneur and a chair and board member of several trade associations pushing for the development and advancement of technology in the industry and enhancing its prominence.

He was appointed to the Board on September 1, 2021 and became its Chair in November 2023. MFD is focused on the retail industry with a full-service agency serving clients across Canada and servicing large, multi-location retail clients. MFD provides efficient and effective in-home advertising, across all platforms, including digital, social media and physical documents.

- 1991 – 2021: President and CEO Market Fous Direct Inc.
- 1984 – 1993: President Revelations Marketing Inc.
- 1994 – Present: President Whittaker Inc.
- 1994 – 2006: Director & Chair, Retail & Advertising Canada

**Michel Pepin, CPA, CA:** As President, Corporate Secretary, Chief Financial Officer, and acting Chief Executive Officer, Mr. Pepin is responsible for the finances of the Company and for ensuring compliance with regulatory matters, including the filing by the Company on a timely basis of its financial statements and related documents and is responsible for overseeing the day-to-day management and performance of the Company, mergers and acquisitions, setting performance management metrics and liaising with the Company's subsidiaries. Mr. Michel Pepin of Brantford, Ontario devotes 100% of his time to the business of the Company and was appointed to the Board on November 10, 2020.

Mr. Pepin has led teams in domestic and global organizations and has worked in publicly traded, private equity and family-owned businesses, and has traveled the world while working with local management to re-enforce culture and improve performance. He has also led and participated in a number of new ventures, including merger and acquisition deals on both the buy and sell side, and has interacted with capital markets. He has a B.Comm. from L'Université du Québec à Montréal and qualified as a Chartered Accountant (now CPA) in 1987. Recent work experience includes:

- 2020 to present: President, CFO and Director, Ciscom Corp.
- 2018 – 2020: CFO & COO, Anova Fertility and Reproductive Health
- 2016 – 2018: General business consulting in the areas of technology and real estate
- 2015 – 2016: CFO (Global) and member of the Group Leadership Team and Board, The Minacs Group Pte Ltd. (now Concentrix), which had approximately 22,000 employees
- 2013 – 2015: CFO and member of the Senior Leadership Team and Board, Millennium 1 Solutions, a carve-out from D&H Distributing Co. with three divisions and 1,400 employees

**David Mathews:** Mr. Mathews is the President and Managing Director of PMG and MFD. As a senior executive, Dave is leading the operations, performance and growth strategy of the advertising and marketing technology segment within Ciscom. Dave has a long tenure of building, combining and developing the agency business since he founded Stratafly Inc., in partnership with Prospect Media in 2006, and then merged the two agencies in 2014 as the new Prospect Media Group Ltd., before taking sole ownership of PMG in 2019. He is based in Toronto.

Mr. Mathews brings over 25 years as a leader in the marketing industry, leading growth strategy initiatives across multiple media and agency roles. He led the transformation of PMG into a retail-focused, data-driven, integrated media agency— from print to digital to omni-channel. His passion is to deliver actionable consumer insights, combined with integrated media strategy to create successful client experiences focused on performance.

Dave has served on multiple boards within the marketing industry such as the RAC Board, the Retail Council of Canada Marketing Committee, as well as for the charitable organization Youth Without Shelter. He was the founding partner of Cover Me Urban in 2010, an annual fundraising event that supports YWS, which has been raising significant funds for the shelter since inception. He has a B.Sc. from the University of Toronto, and leveraged his experience as the Advertising Director for the campus radio station as his foray into Marketing.

Recent work experience includes:

- 2019 to present: President & Managing Director, Prospect Media Group Ltd.
- 2014 – 2018: Managing Director/Partner, Prospect Media Group Ltd.
- 2006 – 2014 – Managing Director/Partner, Stratafly Inc.

- 2014 – 2017 – Board Member, Youth Without Shelter
- 2007 – 2016 – Board Member, Retail & Advertising Canada
- 2007 – Present – Retail Council of Canada Marketing Advisory Committee
- 1996 – 2006 – Senior National Account Manager, Netmedia (a division of Quebecor Inc.)
- 1989 – 1996 – Specialty Distribution Manager, Metroland (a division of Torstar Corporation)

Mr. Mathews was appointed to the Board on April 24, 2023.

**Eric Klein, CPA, CA, CBV, ICD.D:** Mr. Klein of Toronto, Ontario is a Director, a Chartered Professional Accountant, Chartered Business Valuator and member of the Institute of Corporate Directors. Mr. Klein has over 35 years of both professional and corporate management experience. He focuses on mergers, acquisitions, divestitures, financings and strategic advisory as well as joint ventures for primarily mid-sized Canadian corporations. His experience as both a corporate executive and an advisor led to unique and holistic results. As a member of the Institute of Corporate Directors, he serves on both public and private company boards.

Currently, Mr. Klein is the President of Klein Advisory Services Inc. Prior to that he held the position of Executive Vice President, Corporate Development of Dundee Company from 2016 to 2018. From 1992 to 2016, Mr. Klein served as the lead partner of Klein Farber Corporate Finance Inc., a financial services advisory firm that is a member of the Farber Financial Group. Over the years, he has served as an advisor, executive and independent board member to various public and private corporations, quasi-government organizations, private individuals and family groups. Mr. Klein holds a graduate diploma in Public Accounting and a B.Comm. degree from McGill University in Montreal. He was appointed to the Board on August 16, 2021.

**Tracy Hughes:** Tracy Hughes is the Founder, CEO, and Director of InvestorNews Inc., which operates InvestorNews.com, an independent market news source with over 120 million annual hits. Since 2001, InvestorNews has provided digital media services in the capital markets, representing several thousand companies worldwide. Tracy also co-founded the Critical Minerals Institute (CMI) in 2021, focusing on critical minerals essential for a decarbonized economy. She is also the President and Director of 724 Capital Corp., a capital markets firm established in 2007.

Tracy's extensive business background includes co-founding REE Stocks PLC, the first Financial Times Stock Exchange-recognized rare earths indices company, and partnering in Weslosky & Cowans Ltd., a boutique investment banking firm with an Exempt Market Dealer (EMD) license for eight years. She was the driving force behind the globally aired business television series DealFlow as both producer and host. With significant experience in marketing from her early career in the music industry in the 1990s, Tracy holds a Bachelor of Arts in Political Science from the University of Tennessee and is an award-winning producer, entrepreneur, and professional writer.

**Stephen Lautens:** Mr. Lautens of Toronto, Ontario, had his own litigation law practice for 10 years following his call to the bar in 1988. He left his private law practice in 1998 to become Vice President – Business Development of The Workflow Automation Corporation, a private software company with leading edge middleware solutions for banks, government, major corporations and other software vendors. The Workflow Automation Corporation was sold in 2000 to BEA Systems, Inc. (now Oracle Corporation). Following the sale of Workflow Automation Corporation, Stephen became one of the founders of Internet Incubation Inc., a technology incubator for innovative startups.

In 2004, Mr. Lautens joined Inter-Citic Minerals Inc., a TSX-listed gold exploration company with a major project in the People's Republic of China, as its Vice President – Corporate Communications. In November, 2012, Inter-Citic Minerals Inc. was sold to Western Mining Group Co. Ltd. (PRC) for \$260 million. From 2016 to 2020 he was Vice-President, Corporate Affairs, of Angkor Resources Corp., a TSXV-listed oil and gas exploration company operating in Cambodia. He also served as Interim President of Tru Precious Metals Corp.

Additionally, Mr. Lautens serves on a number of not-for-profits boards, including as a Governor of Canada's National Newspaper Awards. In 2010, he founded a Canadian registered charity that supports, among other causes, microfinance for women entrepreneurs in the developing world. He has served as President of the Toronto Press Club, the National Club, and the Lawyers Club. He also currently serves as Honorary Vice-Consul of the Republic of Austria for Ontario. Mr. Lautens holds a B.A. (Hons). degree from Victoria College at the University of Toronto, and a J.D. degree from Queen's Law School, Kingston, Ontario.

**Angel V. Valov:** Angel V. Valov is a finance professional with extensive experience in all aspects of institutional money management. He is an accredited and proprietary trading specialist with intricate knowledge of the North American capital markets. Since 2014, he has managed and invested in equity distributed across several trading strategies and thematic investment ideas (in addition to accredited investments) and supported by proprietary technology infrastructure.

Mr. Valov worked as Risk Manager at Polar Asset Management Partners Inc., from 2010 to 2021, where he supported portfolio managers in areas of portfolio composition, portfolio liquidity, risk attribution/diversification/concentration and hedging. In 2009-2010, he worked as Manager, Risk Analytics, Global Risk Management for Scotiabank and Analyst, Model Risk and Vetting for the Bank of Montreal. Over the years, Angel has served on a number of corporate boards, including a TSXV-listed technology company. He holds a Ph.D. in Applied Mathematics and an MSc in Statistics, is the author of numerous scholarly publications on mathematical modeling and has received several academic awards.

#### ***Corporate Cease Trade Orders or Bankruptcies***

No proposed director of the Company: (a) is, as at the date hereof, or has been, within the 10 years before the date hereof, a director, chief executive officer or chief financial officer of any other company (including the Company) that: (i) was subject to (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 (an “order”) that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or (ii) 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; or (b) except for as described below, is, as at the date hereof, or has been within 10 years before the date hereof, a director or executive officer of any company (including the Company), that while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or (c) has, within the 10 years before the date hereof, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or become subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

#### ***Penalties or Sanctions***

No proposed director of the Company has: (a) been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or (b) been subject to any other penalties or sanctions imposed by a court or regulatory body, including a self-regulatory body, that would be likely to be considered important to a reasonable Shareholder making a decision about whether to vote for the proposed director.

#### **ITEM 4 – APPROVAL AND RATIFICATION OF SHAREHOLDER RIGHTS PLAN**

The Board adopted a shareholder rights plan (the “SRP”) on March 4, 2024. The SRP is subject to ratification by the Shareholders of the Company.

At the Meeting, Shareholders will be asked to consider and, if deemed advisable, adopt, with or without variation, an ordinary resolution (the “SRP Resolution”) in the form attached as Schedule “E” to this Circular, subject to such amendments, variations or additions as may be approved at the Meeting, to approve the SRP.

Pursuant to applicable policies of the CSE, the Shareholders must approve the SRP no later than six months following the adoption of the same. Therefore, if the SRP is not approved by the Shareholders on or before September 4, 2024, the SRP must be cancelled immediately. As no securityholders are exempt from the operation of the SRP, the SRP may be approved by an ordinary resolution of at least a simple majority of the votes cast by the Shareholders.

A summary of the SRP is included hereinbelow. Such summary of the SRP is modified in its entirety by the complete text of the SRP, which is attached hereto as Schedule “D”. A complete copy of the SRP is also available on the Company’s SEDAR+ profile at [www.sedarplus.ca](http://www.sedarplus.ca).

### *Purpose of the SRP*

The SRP is a standard corporate governance item for companies like Cisco and is used to discourage the making of certain take-over bids (e.g., those structured in such a way as to be coercive or discriminatory in effect) by creating the potential for significant dilution to any offeror who becomes the beneficial owner of 25% or more of the outstanding shares of the Company. To accomplish this, the SRP provides for the issuance to all shareholders of rights (“**Rights**”) to acquire additional Common Shares of the Company at a significant discount to the then-prevailing market price, which could, in certain circumstances, become exercisable by all Shareholders other than the offeror and its joint actors.

Effective May 9, 2016, the Canadian Securities Administrators implemented certain amendments (the “**2016 Amendments**”) to Canadian securities laws relating to take-over bid rules in Canada to require, among other things (i) that a take-over bid remain open for deposits of securities for a minimum of 105 days, (ii) that all non-exempt take-over bids meet a minimum tender requirement of more than 50% of the outstanding securities of the class that are subject to the bid, and (iii) a ten-day extension of the bid period after the minimum tender requirement is met. Regarding the minimum bid period, a target issuer has the ability to voluntarily reduce the period to not less than 35 days. Additionally, the minimum period may be reduced in the event of an alternative change in control transaction. These bid requirements are triggered where a shareholder acquires more than 20% of an issuer’s outstanding shares, other than pursuant to applicable exemptions.

Notwithstanding the 2016 Amendments, there continues to be a role for shareholder rights plans in protecting issuers and preventing the unequal treatment of shareholders. Some remaining areas of concern include:

- Protecting against creeping bids (the accumulation of 20 per cent or more of the shares through purchases exempt from Canadian take-over bid rules, such as (i) purchases from a small group of shareholders under private agreements at a premium to the market price not available to all shareholders, (ii) acquiring control or effective control through the accumulation of shares over a stock exchange or other published market without paying a control premium, (iii) acquiring up to five per cent of the shares during the course of a takeover bid, or (iv) through other transactions outside of Canada that may not be jurisdictionally subject to Canadian takeover bid rules), and requiring the bid to be made to all shareholders; and
- Preventing a potential acquirer from entering into lock-up agreements with existing shareholders prior to launching a take-over bid, except for permitted lock-up agreements as specified in the SRP.

By applying to all acquisitions of greater than 25% of the Company’s shares, except in limited circumstances including Permitted Bids (as defined below), the SRP is designed to ensure that all Shareholders are treated equally and fairly in connection with any take-over bid or similar proposal to acquire the shares. In addition, the SRP is designed to prevent lock-up agreements that are not in the best interest of the Company or its Shareholders and to encourage offerors to structure lock-up agreements so as to provide the locked-up Shareholders with reasonable flexibility to terminate such agreements in order to deposit their shares to a higher value bid or support another transaction offering greater value.

### *Context of the SRP*

Approval of the SRP is not being proposed in response to or in anticipation of any pending or threatened takeover bid, nor to deter take-over bids generally. As of the date of this Circular, the Board is not aware of any third party preparing any take-over bid to acquire control of the Company.

However, the SRP was initially adopted by the Board to preserve the integrity of the Company in face of questionable, claimed acquisitions of its shares by DLT Resolution Inc. (“**DLT**”), a company which trades on the OTC Pink Market and of which Drew Reid, the Company’s former Chief Executive Officer whom it dismissed for cause on November 20, 2023, is Executive Chairman.

On February 14, 2024, DLT disseminated a news release in which it claimed to have acquired 19.9% of the Company’s issued and outstanding Common Shares.

The Company announced that it had adopted the SRP on March 4, 2024. Shortly thereafter, also on March 4, 2024, DLT disseminated a press release claiming that it had acquired an aggregate 42.05% of the Company's issued and outstanding Common Shares.

On March 8, 2024, the Company proceeded to alert the Ontario Securities Commission of the irregularities it had noted regarding DLT's claims to ownership of shares of the Company.

On March 13, 2024, the Company announced via press release that the Board was exercising its discretion not to activate the SRP while it consulted with its advisors and regulatory authorities. The Company also challenged DLT's alleged share ownership as contradicting records available to the Company and, in any case, as contrary to applicable securities laws. The Company further cautioned shareholders of the Company against entering into any dealings with DLT.

On May 3, 2024, DLT announced via press release that, following a series of discussions with the Ontario Securities Commission, it had elected to unwind in full the share exchanges it had previously announced, with the effect that as of May 3, 2024, DLT no longer owned any shares of the Company.

On May 7, 2024, the Company again alerted the Ontario Securities Commission to irregularities in DLT's claimed holdings in the Company as compared to records available to the Company. Despite DLT's claim on May 3, 2024, to have fully unwound its share acquisitions, which had violated applicable securities regulations, records available to the Company indicated that DLT continued to hold some Common Shares of the Company and that additional Common Shares were transferred to DLT on May 3, 2024.

As of the date hereof, the Board does not apprehend any material threat of a takeover bid against the Company. However, the Board believes that the foregoing context further demonstrates the protection that the SRP provides to Shareholders.

#### *Summary of the SRP*

The following is a summary of the principal terms of the SRP, which summary is qualified in its entirety by the full text of the SRP, which is attached hereto as Schedule "D". Any capitalized terms used in this section but not otherwise defined bear the meaning given them in the SRP.

#### Effective Date

The effective date of the SRP is March 4, 2024 (the "**Effective Date**").

#### Term

If Shareholders do not approve the SRP at the Meeting, it will terminate at close of business on the date of the Meeting. If Shareholders approve the SRP, it must be subsequently reconfirmed at every third annual meeting following the Meeting. If the SRP is not so reconfirmed or is not presented for reconfirmation at such annual meeting, the SRP and all outstanding Rights thereunder shall terminate and be void and of no further force and effect upon and from close of business on the date of such annual meeting.

#### Issuance of Rights

As at the Effective Date, ten Rights were issued and attached to each of the Company's outstanding shares and has and will attach to each share subsequently issued.

#### Rights Exercise Privilege

The Rights will separate from the shares and will be exercisable at close of business on the tenth Trading Day (the "**Separation Time**") after a person has first publicly announced that it has acquired 25% or more, or commences or first publicly announces its intent to commence a take-over bid to acquire 20% or more, of the Company's voting shares, other than by an acquisition pursuant to a take-over bid permitted by the SRP (a "**Permitted Bid**"). The acquisition by any person of 25% or more of the Company's voting shares (an "**Acquiring Person**"), other than by way of a Permitted Bid or pursuant to other exempted transactions, is referred to as a "**Flip-in Event**". Any Rights



held by an Acquiring Person will become void upon the occurrence of a Flip-in Event. At close of business on the tenth Trading Day after the occurrence of the Flip-in Event, each Right (other than those held by the Acquiring Person), will permit the purchase of one Common Share of the Company's shares for \$0.00001, which the Company expects to be satisfied through the payment of a dividend to each Shareholder.

#### Certificates and Transferability

Prior to the Separation Time, the Rights will be evidenced by a legend upon certificates issued after for Shares after the Effective Date, including Shares issued upon the exercise, conversion or exchange of Convertible Securities. Certificates representing Shares that are issued and outstanding as at the Effective Date shall evidence ten Rights for each Share evidenced thereby notwithstanding the absence of such legend. Registered holders of Shares who have not received a share certificate and are entitled to do so shall be entitled to Rights as if such certificates had been issued and such Rights shall for all purposes hereof be evidenced by the corresponding entries on the Company's securities registers for the Shares. Any Shares issued and registered in Book Entry Form after the Effective Date shall evidence, in addition to such Shares, ten Rights for each Share represented by such registration and the registration record of such Shares shall include the above-mentioned legend. Shares registered in Book Entry Form that are issued and outstanding as at the Effective Date, which as at the Effective Date represent Shares, shall also evidence ten Rights for each Share evidenced thereby, notwithstanding the absence of the afore-mentioned legend.

Until the Separation Time, each Right will be evidenced by the certificates for the associated Share registered in the name of the holder thereof (which certificate shall also be deemed to be a Rights Certificate) or by the Book Entry Form registration for the associated Share and will be transferable only together with, and will be transferred by a transfer of, such associated Share. From and after the Separation Time, the Rights shall be exercisable and the registration and transfer of the Rights shall be separate from and independent of the Shares.

#### Permitted Bid Requirements

The requirements for a Permitted Bid include the following:

1. the take-over bid must be made to all holders of record of the Company's Voting Shares, other than the offeror;
2. the take-over bid must contain the following irrevocable and unqualified conditions:
  - a. no Voting Shares shall be taken up or paid for:
    - i. prior to the close of business on a date which is not less than 105 days following the date of the bid; and
    - ii. unless, at the close of business on the date Voting Shares are first taken up or paid for under such bid, more than 50% of the then outstanding Voting Shares held by Shareholders other than the offeror, its affiliates and persons acting jointly or in concert with other persons (the "**Independent Shareholders**") shall have been tendered or deposited pursuant to the bid and not withdrawn.
  - b. unless the take-over bid is withdrawn, Voting Shares may be tendered or deposited at any time prior to the close of business on the date the Voting Shares are first taken up or paid for pursuant to the take-over bid;
  - c. any Voting Shares deposited or tendered pursuant to the take-over bid may be withdrawn until taken up and paid for; and
  - d. if a majority of the outstanding voting shares held by Independent Shareholders have been tendered or deposited and not withdrawn as described above, the offeror must make a public announcement of that fact and the take-over bid must be extended for a period of not less than 10 days from the date of such public announcement.

The SRP also allows for a competing Permitted Bid (a “**Competing Permitted Bid**”) to be made while a Permitted Bid is in existence. A Competing Permitted Bid must satisfy all the requirements of a Permitted Bid.

#### Waiver

The Board may, prior to a Flip-in Event, waive the dilutive effects of the SRP in respect of a particular Flip-in Event resulting from a takeover bid made by way of a take-over bid circular to all holders of voting shares, in which event such waiver would be deemed also to be a waiver in respect of any other Flip-in Event occurring under a takeover bid made by way of a take-over bid. The Board may also waive the SRP in respect of a particular Flip-in Event that has occurred through inadvertence, provided that the Acquiring Person that inadvertently triggered such Flip-in Event reduces its beneficial holdings to 25% or less of the outstanding voting shares within 30 days or such other period as may be specified by the Board. With the majority consent of the Voting Shares at any time prior to the occurrence of a Flip-in Event, the Board may make a like waiver in any other situation, provided that the Board shall extend the Separation Time to a date subsequent to and not more than 10 Business Days following the meeting of shareholders called to approve such waiver.

#### Redemption

The Board may, with the prior approval of the holders of Voting Shares or the Holders of the Rights, as applicable, at any time prior to the occurrence of a Flip-in Event, elect to redeem all but not less than all of the then outstanding Rights at a redemption price of \$0.00001 per Right.

#### Amendment

The Board may amend the SRP with the approval of a majority of the votes cast by the Shareholders (or the holders of Rights if the Separation Time has occurred). The Board without such approval may correct clerical or typographical errors and, subject to approval as noted above at the next meeting of the Shareholders (or holders of Rights, as the case may be), may make amendments to the SRP to maintain its validity due to changes in applicable legislation.

#### Exemptions for Investment Managers

Managers of mutual funds or investment funds for others, trust companies (acting in their capacity as trustees and administrators), statutory bodies managing investment funds (for employee benefit plans, pension plans, insurance plans or various public bodies), registered pension funds, plans or related trusts and their administrators or trustees, and Crown agents or agencies acquiring greater than 25% of the voting shares are exempted from triggering a Flip-in Event, provided that they are not making, or are not part of a group making, a take-over bid.

#### *Recommendation of the Board of Directors*

Rights plans have been adopted and reconfirmed by a large number of publicly-held corporations in Canada. The Board has reviewed the SRP for conformity with current practices of Canadian issuers with respect to shareholder rights plan design and has confirmed that the terms of the SRP are substantially similar to those plans. Based on its review, the Board has concluded that the adoption of a shareholder rights plan in the form of the SRP is in the best interest of the Company and its Shareholders and UNANIMOUSLY recommends that the Shareholders approve the SRP by voting IN FAVOUR of the SRP Resolution.

The Board reserves the right to alter any terms of or not proceed with the SRP at any time prior to the Meeting if the Board determines that it would be in the best interests of the Company and its shareholders to do so, in light of any developments subsequent to the date of this Circular.

**Unless the Shareholder has specifically instructed in its Proxy that the Common Shares represented by such Proxy are to be withheld or voted otherwise, the persons named in the accompanying Proxy will vote FOR the SRP Resolution.**

### **STATEMENT OF EXECUTIVE COMPENSATION**

During the financial year ended December 31, 2023, the Company had four Named Executive Officers (“NEOs”), being Drew Reid, the Company’s former Chairman and Chief Executive Officer (“CEO”), Michel Pepin, the Chief

Financial Officer (“CFO”), President and Acting CEO of the Company, David Mathews, the President and Managing Director of PMG, a wholly-owned subsidiary of the Company, and Paul Gaynor, former President of MFD, a wholly-owned subsidiary of the Company, and Chair of the Board.

“Named Executive Officer” means: (a) a CEO, (b) a CFO, (c) the most highly compensated executive officer of the Company, including any of its subsidiaries, other than the CEO and the CFO, including an individual performing functions similar to a CEO and CFO, at the end of the most recently completed financial year whose total compensation was more than \$150,000, as determined in accordance with subsection 1.3(5) of Form 51-102F6V for that financial year; and (d) each individual who would be a NEO under (c) above but for the fact that the individual was neither an executive officer of the Company, or its subsidiaries, nor acting in similar capacity, at the end of the financial year.

### Director and NEO Compensation, Excluding Compensation Securities

Set out below is a summary of all compensation paid, payable, awarded, granted, given or otherwise provided, excluding compensation securities, during the Company’s two most recently completed financial years, being the years ended December 31, 2022 and December 31, 2023, to the Company’s NEOs and Directors, in any capacity, for services provided and for services to be provided, directly or indirectly, to the Company or any subsidiary thereof.

Name and principal position	Year	Salary, consulting fee retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Drew Reid <i>Former CEO and Executive Chairman<sup>(1)</sup></i>	2023	\$115,313	\$NIL	\$NIL	\$NIL	\$4,720 <sup>(5)</sup>	<u>\$120,033</u>
	2022	\$65,000	\$30,000		\$NIL	\$NIL	\$NIL
Michel Pepin <i>CFO, President and Acting CEO, Director<sup>(2)</sup></i>	2023	\$120,000	\$60,403	\$NIL	\$NIL	\$5,000 <sup>(5)</sup>	<u>\$185,403</u>
	2022	\$65,000	\$30,000	\$NIL	\$NIL	\$NIL	<u>\$95,000</u>
David Mathews <sup>(3)</sup> <i>President of PMG, Director</i>	2023	\$275,000	\$284,592	\$NIL	\$NIL	\$9,600 <sup>(5)</sup>	<u>\$569,192</u>
	2022	\$67,760	\$57,607	\$NIL	\$NIL	\$2,400 <sup>(5)</sup>	<u>\$127,757</u>
Paul Gaynor <i>Director and Chair of the Board</i>	2023	\$10,000 <sup>(6)</sup>	\$NIL	\$NIL	\$NIL	\$NIL	\$10,000
	2022	\$5,000 <sup>(6)</sup>	\$NIL	\$NIL	\$NIL	\$NIL	<u>\$5,000</u>
Peter Clausi <sup>(4)</sup> <i>Former Director</i>	2023	\$NIL	\$NIL	\$NIL	\$NIL	\$NIL	<u>\$NIL</u>
	2022	\$NIL	\$NIL	\$NIL	\$NIL	\$NIL	<u>\$NIL</u>
Eric Klein <i>Director</i>	2023	\$10,000 <sup>(6)</sup>	\$NIL	\$NIL	\$NIL	\$NIL	<u>\$10,000</u>
	2022	\$5,000 <sup>(6)</sup>	\$NIL	\$NIL	\$NIL	\$NIL	<u>\$5,000</u>
Shaun Power <i>Former Director<sup>(8)</sup></i>	2023	\$10,000 <sup>(6)</sup>	\$NIL	\$2,500 <sup>(7)</sup>	\$NIL	\$NIL	<u>\$12,500</u>
	2022	\$5,000 <sup>(6)</sup>	\$NIL	\$1,250 <sup>(7)</sup>	\$NIL	\$NIL	<u>\$6,250</u>
Julia Robinson <i>Former Director<sup>(9)</sup></i>	2023	\$10,000 <sup>(6)</sup>	\$NIL	\$NIL	\$NIL	\$NIL	<u>\$10,000</u>
	2022	\$5,000 <sup>(6)</sup>	\$NIL	\$NIL	\$NIL	\$NIL	<u>\$5,000</u>
Josh Howard <i>Former Director<sup>(10)</sup></i>	2023	\$10,000 <sup>(6)</sup>	\$NIL	\$NIL	\$NIL	\$NIL	<u>\$10,000</u>
	2022	\$5,000 <sup>(6)</sup>	\$NIL	\$NIL	\$NIL	\$NIL	<u>\$5,000</u>

Tracy Hughes <i>Director</i> <sup>(11)</sup>	2023	\$NIL	\$NIL	\$NIL	\$NIL	\$NIL	<u>\$NIL</u>
	2022	\$NIL	\$NIL	\$NIL	\$NIL	\$NIL	<u>\$NIL</u>
Stephen Lautens <i>Director</i> <sup>(11)</sup>	2023	\$NIL	\$NIL	\$NIL	\$NIL	\$NIL	<u>\$NIL</u>
	2022	\$NIL	\$NIL	\$NIL	\$NIL	\$NIL	<u>\$NIL</u>
Angel V. Valov <i>Director</i> <sup>(11)</sup>	2023	\$NIL	\$NIL	\$NIL	\$NIL	\$NIL	<u>\$NIL</u>
	2022	\$NIL	\$NIL	\$NIL	\$NIL	\$NIL	<u>\$NIL</u>

Notes:

- (1) Mr. Reid ceased being CEO and Executive Chairman of the Company effective November 20, 2023. Mr. Reid earned the listed compensation in his capacity as CEO.
- (2) Mr. Pepin is President & CFO of the Company and since Mr. Reid's departure on November 20, 2023, has been the acting CEO. Mr. Pepin earned the listed compensation in his capacity as an officer of the Company.
- (3) Mr. Mathews became a Director of the Company effective April 24, 2023. Mr. Mathews earned the listed compensation in his capacity as President of PMG, a wholly-owned subsidiary of the Company.
- (4) Mr. Clausi ceased being a Director of the Company effective April 13, 2023.
- (5) This compensation was for a vehicle allocation.
- (6) This compensation includes amounts paid retroactively for services previously rendered: on August 16, 2023, the Board instituted quarterly fees of \$2,500 for its non-officer Directors, to be retroactive from July 1, 2022.
- (7) This compensation includes amounts paid retroactively for services previously rendered: on August 16, 2023, the Board instituted quarterly fees of \$625 for chairs of committees, to be retroactive from July 1, 2022. Mr. Power was the Chair of the Audit Committee until March 1, 2024. Mr. Klein has been the Chair of the Audit Committee since March 1, 2024.
- (8) Shaun Power resigned as a Director of the Company effective March 1, 2024, and ceased earning Director fees on that date.
- (9) Julia Robinson resigned as a Director of the Company effective May 15, 2024, and ceased earning Director fees on that date.
- (10) Josh Howard resigned as a Director of the Company effective April 12, 2024, and ceased earning Director fees on that date.
- (11) Tracy Hughes, Stephen Lautens and Angel V. Valov were appointed to the Board on March 1, 2024, May 15, 2024 and May 15, 2024, respectively, and as such they did not receive any compensation from the Company in the fiscal years ended December 31, 2022 and December 31, 2023. As non-officer Directors of the Company, these directors began earning a quarterly fee of \$2,500 from the Company on their respective date of appointment. See Notes (7) and (8) above.

### **Stock Options and Other Compensation Securities**

The following table discloses all compensation securities granted or issued to each director and NEO by the Company or one of its subsidiaries in the most recently completed financial year for services provided or to be provided, directly or indirectly, to the Company or any of its subsidiaries.

Compensation Securities							
Name and principal position	Type of Compensation Security	Number of Compensation Securities, Number of Underlying Securities, and Percentage of Class	Date of Issue or Grant	Issue, Conversion or Exercise Price (\$)	Closing Price of Security or Underlying Security on Date of Grant (\$)	Closing Price of Security or Underlying Security at Year End (\$)	Expiry Date
Drew Reid <i>Former CEO and Executive Chairman<sup>(1)</sup></i>	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Michel Pepin <i>CFO, President and Acting CEO, Director<sup>(2)</sup></i>	N/A	N/A	N/A	N/A	N/A	N/A	N/A
David Mathews <i>President of PMG, Director<sup>(3)</sup></i>	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Paul Gaynor <i>Director and Chair of the Board<sup>(4)</sup></i>	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Peter Clausi <i>Former Director<sup>(5)</sup></i>	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Eric Klein <i>Director<sup>(6)</sup></i>	Stock Options	150,000 0.27%	28 February 2023	\$0.55	N/A <sup>(13)</sup>	\$0.205	28 February 2028
Shaun Power <i>Former Director<sup>(7)</sup></i>	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Julia Robinson <i>Former Director<sup>(8)</sup></i>	Stock Options	150,000 0.27%	24 April 2023	\$0.55	N/A <sup>(13)</sup>	\$0.205	24 April 2028
Josh Howard <i>Former Director<sup>(9)</sup></i>	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Tracy Hughes <i>Director<sup>(10)</sup></i>	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Stephen Lautens <i>Director<sup>(11)</sup></i>	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Angel V. Valov <i>Director<sup>(12)</sup></i>	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Notes:

- (1) As of December 31, 2023, Mr. Reid held in total NIL Stock Options and 250,000 Performance Warrants exercisable for 250,000 Common Shares in the Company. Mr. Reid previously held 500,000 Stock Options, all of which expired upon his termination for cause.
- (2) As of December 31, 2023, Mr. Pepin held in total 500,000 Stock Options exercisable for 500,000 Common Shares in the Company and 250,000 Performance Warrants exercisable for 250,000 Common Shares in the Company.
- (3) As of December 31, 2023, Mr. Mathews did not hold any compensation securities.

- (4) As of December 31, 2023, Mr. Gaynor held in total 250,000 Stock Options exercisable for 250,000 Common Shares in the Company.
- (5) As of December 31, 2023, Mr. Clausi did not hold any compensation securities.
- (6) As of December 31, 2023, Mr. Klein held in total 375,000 Stock Options exercisable for 375,000 Common Shares in the Company.
- (7) As of December 31, 2023, Mr. Power held in total 200,000 Stock Options exercisable for 200,000 Common Shares in the Company. All of Mr. Power's Stock Options expired on May 31, 2024, such that he holds NIL Stock Options as of the date hereof.
- (8) As of December 31, 2023, Ms. Robinson held in total 370,000 Stock Options exercisable for 370,000 Common Shares in the Company.
- (9) As of December 31, 2023, Mr. Howard held in total 175,000 Stock Options exercisable for 175,000 Common Shares in the Company.
- (10) As of December 31, 2023, Ms. Hughes did not hold any compensation securities.
- (11) As of December 31, 2023, Mr. Lautens did not hold any compensation securities.
- (12) As of December 31, 2023, Mr. Valov did not hold any compensation securities.
- (13) The Company's Common Shares were listed on the Canadian Securities Exchange ("CSE") effective June 30, 2023.

### **Exercise of Compensation Securities by Directors and NEOs**

No compensation securities were exercised by a Director or NEO of the Company during the year ended December 31, 2023.

### **External Management Companies**

All of the individuals acting as NEOs of the Company are employees of the Company. The Company has not entered into any understanding, arrangement or agreement with any external management company.

### **Stock Option Plans and Other Incentive Plans**

The Company has in place an incentive Stock Option Plan (the "SOP"), which was last approved by shareholders of the Company (the "Shareholders") on February 8, 2024. Pursuant to the policies of the Canadian Securities Exchange, the SOP must be re-approved by the Shareholders on or before February 8, 2027.

The SOP allows for the issuance of stock options on a "rolling" basis whereby up to a maximum of 10% of the issued and outstanding shares of the Company may be reserved for granting under the SOP from time to time, subject to, among other provisions, the following:

- (a) eligible persons ("**Participants**") are limited to bona fide employees, officers, directors, or consultants of the Company or a subsidiary thereof under the SOP;
- (b) in addition to a global maximum of a number equal to 10% of the Company's issued and outstanding Common Shares being authorized for issuance as of the date of a grant, the SOP provides that the aggregate number of Common Shares which may be issued under the SOP to any one Participant shall not exceed 50% of the aggregate number of Common Shares available under the SOP;
- (c) the rights of any Participant under the SOP are personal to the said Participant and are not assignable and not transferrable otherwise than (a) by will or by laws governing the devolution of property in the event of death of the Participant or (b) with the approval of the Board of Directors, to a "Permitted Assign", as such term is defined in the SOP;
- (d) the exercise price of the stock options granted under the SOP shall be determined by the Board of Directors, but may not in any case be lower than the "Market Price", as such term is defined in the SOP;
- (e) under the SOP all stock options granted shall bear such vesting terms as are determined by the Board of Directors at the time of grant;
- (f) upon the making of an "Offer", as such term is defined in the SOP, stock options under the SOP shall become immediately exercisable in respect of any and all shares covered thereby in respect of which the Participant has not exercised such Participant's right to acquire under the stock option; and
- (g) in the event the Participant's employment by or engagement with (as a director or otherwise) the Company is terminated by the Company or the Participant for any reason other than the Participant's physical or mental disability, retirement with the consent of the Company or death before exercise of any stock options granted hereunder, the Participant shall have ninety days from the date of such termination to exercise only that

portion of the option such Participant is otherwise entitled to exercise at that time and thereafter such Participant's option shall expire.

The foregoing summary of the SOP is modified in full by the complete version of the SOP attached hereto as Schedule "B".

In addition to the SOP, the Company has agreed to another security-based compensation arrangement under the employment agreement (the "**Pepin Agreement**"), dated November 10, 2020, between Michel Pepin, the Company's President, CFO and Acting CEO, and the Company, pursuant to which Mr. Pepin is eligible to receive up to 1,750,000 performance warrants (each, a "**Performance Warrant**"). Each Performance Warrant would be exercisable into one Common Share of the Company. The Performance Warrants shall become issuable to Mr. Pepin in accordance with the following milestones:

1. Two hundred and fifty thousand (250,000) Performance Warrants upon the Company achieving \$25,000,000 in annual consolidated sales;
2. Two hundred and fifty thousand (250,000) Performance Warrants upon the Company achieving \$50,000,000 in annual consolidated sales;
3. Two hundred and fifty thousand (250,000) Performance Warrants upon the Company achieving \$75,000,000 in annual consolidated sales;
4. Five hundred thousand (500,000) Performance Warrants upon the Company achieving \$100,000,000 in annual consolidated sales;
5. Two hundred and fifty thousand (250,000) Performance Warrants upon the Company closing its first public offering of at least \$5,000,000 in equity; and,
6. Two hundred and fifty thousand (250,000) Performance Warrants upon the Company closing of a second public offering of at least \$10,000,000 in equity.

As of the date hereof, the Company has issued 250,000 Performance Warrants to Mr. Pepin with an exercise price of \$0.25 per Performance Warrant, and with an expiry date of May 31, 2025.

The Company previously had an agreement to grant Performance Warrants to Mr. Drew Reid on the same terms as the Pepin Agreement pursuant to the employment agreement between the Company and Drew Reid (the "**Reid Agreement**"), dated November 10, 2020. The Reid Agreement was terminated effective November 20, 2023. Prior to the termination of the Reid Agreement, on October 1, 2022, the Company issued 250,000 Performance Warrants to Mr. Reid, with an exercise price of \$0.25 per Performance Warrant and with an expiry date of May 31, 2025. Please see "*Employment, Consulting and Management Agreements*" below for more information.

As the Pepin Agreement and the Reid Agreement were entered into by the Company prior to its becoming a reporting issuer and prior to its listing on the CSE, neither the Pepin Agreement nor the Reid Agreement were approved by the Shareholders of the Company.

### **Employment, Consulting and Management Agreements**

There were two employment agreements pursuant to which compensation was provided in the year ended December 31, 2023: the Pepin Agreement and the Reid Agreement. The Reid Agreement has since been terminated, on November 20, 2023.

The Pepin Agreement provides that Mr. Pepin serve the Company as President and CFO, and carries an indefinite term. Pursuant to the Pepin Agreement, Mr. Pepin is entitled to a base salary of \$60,000 per year, which was increased by the Board of Directors to \$120,000 per year on October 1, 2022. No cash compensation was paid pursuant to the Pepin Agreement before March 1, 2022. Mr. Pepin is also eligible for a bonus of up to 100% of his base salary, as determined by the Board with reference to annual targets. Should Mr. Pepin's employment with the Company be terminated without cause, Mr. Pepin will be entitled to 24 months' base salary, or in any case a minimum of the aggregate of \$500,000, unpaid bonuses for the prior year, bonuses for the current year at target, bonuses for an additional year at target, 250,000 Common Shares of the Company, and 24 months' benefits except for disability insurance and life insurance coverages. The Pepin Agreement also provides for the granting of the Performance Warrants (see "*Stock Option Plans and Other Incentive Plans*" above).

The Reid Agreement provided that Mr. Reid serve the Company as Executive Chairman, Managing Director and Chief Investment Officer, and carried an indefinite term. Pursuant to the Reid Agreement, Mr. Reid was entitled to a base salary, which was set by the Board of Directors to \$120,000 per year on October 1, 2022. No cash compensation was paid pursuant to the Reid Agreement before March 1, 2022. Mr. Reid was also eligible for a bonus of up to 100% of his base salary, as determined by the Board with reference to annual targets, and was entitled to Performance Warrants in the same number and in the same events as described above for the Pepin Agreement under “*Stock Option Plans and Other Incentive Plans*”. Were Mr. Reid’s employment with the Company terminated without cause, Mr. Reid would be entitled to 24 months’ base salary, or in any case a minimum of the aggregate of \$500,000, unpaid bonuses for the prior year, bonuses for the current year at target, bonuses for an additional year at target, 250,000 Common Shares of the Company, and 24 months’ benefits except for disability insurance and life insurance coverages. The Reid Agreement was terminated for cause on November 20, 2023, and no termination or severance payments were made by the Company other than three weeks’ vacation and three weeks’ severance pay, as required under the *Employment Standards Act* (Ontario). Pursuant to the Reid Agreement, Mr. Reid was also eligible for Performance Warrants upon the achievement of the goals outlined above under “*Stock Option Plans and Other Incentive Plans*” in regard to the Pepin Agreement. 250,000 of such Performance Warrants were issued to Mr. Reid prior to his termination for cause on November 20, 2023.

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

The Company does not currently have a Compensation Committee. The compensation of Directors and NEOs is reviewed on an annual basis at or around the Company’s fiscal year-end and determined by the Board of Directors, of which Ms. Hughes and Messrs. Klein, Lautens and Valov are considered independent Directors of the Company. Messrs. Gaynor, Pepin and Mathews are not considered independent Directors of the Company as each of them is currently or has been within the last three years an employee or executive officer of the Company or one of its subsidiaries. To determine compensation payable, the Directors consider an appropriate compensation reflecting the need to provide incentive and compensation for the time and effort expended by the Directors and NEOs while taking into account the financial and other resources of the Company.

The Board of Directors has thus far determined that NEOs compensation should be made up of the following elements:

- (1) Annual Base Salary: to attract and retain talented and experienced executives and to offer the same a security and independence that variable compensation alone could not;
- (2) Eligibility to receive Bonuses: to sufficiently reward individual and corporate success, thereby incentivizing exceptional performance; and
- (3) Awards pursuant to the SOP: to compensate NEOs for their work, to incentivize exception performance, and to align the interests of NEOs with those of the Shareholders by providing the former with a stake in the Company and its share price.

Non-officer Directors of the Company received a quarterly fee of \$2,500 in their capacities as Directors. Directors that Chair committees receive an additional \$625 per quarter. Directors of the Company receive no fee for attending meetings of the board of directors or any committee of the board of directors. Directors may also be compensated for services provided to the Company as consultants or experts on the same basis and at the same rate as would be payable if such services were provided by a third party, arm's length service provider.

No peer group is used by the Board of Directors in determining compensation. Other than as described in this Circular, neither total compensation awarded to any NEO or Director, nor any element thereof, is determined by any objective performance criteria, goals, or milestone achievements.

See “*Executive Compensation - Employment, Consulting and Management Agreements*” above for a review of current compensation practices for the executive officers of the Company, including Performance Warrant grants governed by milestone achievements.

### **Pension Plan Benefits**

The Company does not have a defined benefit plan, deferred contribution plan or a deferred compensation plan.



## SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

### Equity Compensation Plan Information

As at December 31, 2023: (i) 3,670,000 stock options were outstanding under the SOP; (ii) 500,000 Performance Warrants were outstanding in aggregate under the Pepin Agreement and the Reid Agreement. The SOP was approved by Shareholders on February 8, 2024. The Pepin Agreement and Reid Agreement have not been approved by the Shareholders. See “*Executive Compensation – Stock Option Plans and Other Incentive Plans*” above for more details.

Plan Category	Number of Common Shares to be issued upon exercise of outstanding Options (a)	Weighted-average exercise price of outstanding Options (b) (C\$)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))
Stock Option Plan	3,670,000	\$0.28	1,686,383
Performance Warrants	500,000	\$0.25	1,500,000 <sup>(1)</sup>

Notes:

(1) These 1,500,000 Performance Warrants remain available for issuance pursuant to the Pepin Agreement. The Reid Agreement was terminated on November 20, 2023. See “*Executive Compensation – Employment, Consulting and Management Agreements*” above.

## AUDIT COMMITTEE

The Audit Committee is responsible for monitoring the Company’s accounting and financial reporting practices and procedures, the adequacy of internal accounting controls and procedures, the quality and integrity of financial statements and for directing the auditors’ examination of specific areas.

### Composition of the Audit Committee

As of the date of this Circular, the Company’s Audit Committee consists of Eric Klein, Paul Gaynor and Angel Valov. Mr. Klein serves as the Chair of the Audit Committee of the Company.

Mr. Klein and Mr. Valov are considered to be “independent” within the meaning of independence set out in National Instrument 52-110 – *Audit Committees* (“NI 52-110”). Paul Gaynor is not considered “independent” is not independent as he was President of MFD, a subsidiary of the Company, until February 2023 and thereby had a “material relationship” with the Company within the last 3 years. All members of the Audit Committee are “financially literate” within the meaning of NI 52-110, which includes the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the Company’s financial statements. The full text of the charter of the Audit Committee is attached as Schedule “A” to this Circular.

### Relevant Education and Experience

All members of the Audit Committee have the ability to read, analyze and understand the complexities surrounding the preparation of financial statements relevant to the Company. Each member of the Audit Committee has adequate education and experience that is relevant to their performance as an Audit Committee member and, in particular, the requisite education and experience that have provided the member with:

- an understanding of the accounting principles used by the Company to prepare its financial statements, and the ability to assess the general application of those principles in connection with the accounting for estimates, accruals and reserves;
- experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the Company’s financial statements, or experience actively supervising individuals engaged in such activities; and

- an understanding of internal controls and procedures for financial reporting.

In particular, Mr. Klein is a Chartered Professional Accountant and Angel Valov and Paul Gaynor have decades of experience as business founders and owners, and in senior management, mergers and acquisitions, valuation, sales development, finance, legal, information technology and human resources roles with various companies. For more details about the experience of each member of the Audit Committee which has prepared them for their current roles, see “*Matters to be Acted Upon At the Meeting – Item 3 – Election of Directors*” above.

### **Audit Committee Oversight**

Since the commencement of the Company’s most recently completed financial year, there has not been a recommendation of the Audit Committee to nominate or compensate an external auditor where such recommendation has not been adopted by the directors of the Company.

### **Pre-Approval Policies and Procedures**

The Audit Committee has not adopted any specific policies and procedures for the engagement of non-audit services and makes determinations in respect of such services on an ad-hoc basis.

### **External Auditor Service Fees (By Category)**

The following table discloses the fees billed to the Company by its external auditor during the last two financial years:

<b>Financial Year Ending</b>	<b>Audit Fees<sup>(1)</sup></b>	<b>Audit Related Fees<sup>(2)</sup></b>	<b>Tax Fees<sup>(3)</sup></b>	<b>All Other Fees<sup>(4)</sup></b>
December 31, 2023	\$120,000	Nil	\$9,000	Nil
December 31, 2022	\$90,750	Nil	\$5,000	Nil

**Notes:**

- (1) The aggregate fees billed for professional services rendered by the auditor for the audit of the Company’s annual financial statements.
- (2) Aggregate fees billed for assurance and related services that are reasonably related to the performance of the audit or review of the Company’s financial statements that are not disclosed in the “Audit Fees” column.
- (3) Aggregate fees billed for tax compliance, advice and planning.
- (4) All other fees consist of fees recorded for all other professional services rendered.

### **Exemption**

Since the Company is a “Venture Issuer” pursuant to NI 52-110, it is exempt from the requirements of Part 3 (Composition of the Audit Committee) and Part 5 (Reporting Obligations) of NI 52-110.

## **STATEMENT OF CORPORATE GOVERNANCE**

### **Board of Directors**

The Board and senior management consider good corporate governance to be central to the effective and efficient operation of the Company. The Board is committed to a high standard of corporate governance practices. The Board believes that this commitment is not only in the best interest of the Shareholders, but that it also promotes effective decision making at the Board level.

National Instrument 58-101 – *Disclosure of Corporate Governance Practices* (“**NI 58-101**”) defines an “independent director” as a director who has no direct or indirect “material relationship” with the issuer. A “material relationship” is a relationship which could, in the view of the Board, be reasonably expected to interfere with the exercise of a member’s independent judgment. The Board maintains the exercise of independent supervision over management by ensuring that the majority of its directors are independent.

The Board is currently comprised of seven (7) directors, being Paul Gaynor, Michel Pepin, David Mathews, Eric Klein, Tracy Hughes, Stephen Lautens, and Angel V. Valov. All the current directors are standing for election or re-

election, as applicable, at the Meeting.

Eric Klein, Tracy Hughes, Stephen Lautens, and Angel V. Valov are independent within the meaning of NI 58-101. Paul Gaynor is not independent as he was President of MFD, a subsidiary of the Company, until February 2023 and thereby had a “material relationship” with the Company within the last 3 years. Michel Pepin is not independent as he is an employee of the Company. David Mathews is not independent as he is President and Managing Director of PMG, a wholly-owned subsidiary of the Company.

The Board believes that it functions independently of management and reviews its procedures on an ongoing basis to ensure that it is functioning independently of management. The Board meets without management present, as circumstances require. When conflicts arise, interested parties are precluded from voting on matters in which they may have an interest. In light of the suggestions contained in National Policy 58-201 – Corporate Governance Guidelines, the Board convenes meetings, as deemed necessary, of the independent directors, at which non-independent directors and members of management are not in attendance.

### **Other Public Company Directorships**

The following members of the Board currently hold directorships in other reporting issuers as set forth below:

<b>Name of Director</b>	<b>Name(s) of Reporting Issuer(s)</b>	<b>Exchange</b>
Eric Klein	RAMM Pharma Corp. 79 North Inc.	CSE CSE
Tracy Hughes	Panther Metals PLC Xcite Resources Inc.	LSE CSE

### **Orientation and Continuing Education of Board Members**

New Board members receive an orientation package which includes reports on operations and results and public disclosure filings by the Company. Board meetings are sometimes held at the Company’s facilities and are combined with tours and presentations by the Company’s management and employees to give the directors additional insight into the Company’s business. In addition, management of the Company makes itself available for discussion with all Board members.

### **Ethical Business Conduct**

Ethical business behaviour is of great importance to the Board and the management of the Company.

As some of the directors of the Company also serve as directors and officers of other companies engaged in similar activities, the Board must comply with the conflict of interest provisions of the *Business Corporations Act* (Ontario), 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.

To ensure the directors exercise independent judgment in considering transactions and agreements in which a director or officer has a material interest, all such matters are considered and approved by the independent directors. 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 such a conflict.

The Company believes that it has adopted corporate governance practices which encourage ethical behaviour by the Company’s directors, officers and employees and which enable it to respond swiftly to any unethical behaviour.

### **Nomination of Directors**

The Board holds the responsibility for the appointment and assessment of directors.

The Board of Directors considers its size each year when it considers the number of directors to recommend to the Shareholders for election at the annual meeting of shareholders. The Board seeks to achieve a balance of knowledge,

experience and capability among the members of the Board. When considering candidates for director, the Board takes into account a number of factors, including the following (although candidates need not possess all of the following characteristics and not all factors are weighted equally):

- personal qualities and characteristics, accomplishments and reputation in the business community;
- current knowledge and contacts in the countries and/or communities in which the Company does business and in the Company’s industry sectors or other industries relevant to the Company’s business; and
- ability and willingness to commit adequate time to Board and committee matters, and be responsive to the needs of the Company.

If vacancies on the Board are anticipated, or otherwise arise, or the size of the Board is expanded, the Board will consider various potential candidates for director. Candidates may come to the attention of the Board through current directors or management, stockholders or other persons. These candidates will be evaluated at regular or special meetings of the Board, and may be considered at any point during the year.

### Compensation

The Board’s mandate includes reviewing and approving appropriate practices for determining and establishing compensation for the directors and officers of the Company.

See “*Executive Compensation*” above for further information.

### Other Board Committees

The Board has no standing committees other than the Audit Committee. As the growth of the Company continues, the Board of Directors will review its corporate governance practices and implement a more comprehensive corporate governance practices, including the nomination of a corporate governance committee, when appropriate.

### Assessments

The Board does not consider formal assessments useful given the stage of the Company’s business and operations. However, the chairman of the Board meets annually with each director individually, which facilitates a discussion of his contribution and that of other directors. When needed, time is set aside at a meeting of the Board for a discussion regarding the effectiveness of the Board and its committees. If appropriate, the Board then considers procedural or substantive changes to increase the effectiveness of the Board and its committees. On an informal basis, the chairman of the Board is also responsible for reporting to the Board on areas where improvements can be made. Any agreed upon improvements required to be made are implemented and overseen by the Board. A more formal assessment process will be instituted as, if, and when the Board considers it to be necessary.

## OTHER INFORMATION

### Indebtedness of Directors and Executive Officers

Other than routine indebtedness, at no time during the period ended December 31, 2023, nor at any time from January 1, 2024 to the date hereof, was a current or former executive officer or director of the Company, any proposed nominee for election as a director of the Company, or any of their respective associates indebted to the Company or any of its subsidiaries or indebted to another entity where the indebtedness is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries, other than as provided below:

<b>Indebtedness of Directors and Executive Officer Under (1) Securities Purchase and (2) Other Programs (\$)</b>						
<b>Name and Principal Position</b>	<b>Involvement of Company or Subsidiary</b>	<b>Largest Amount Outstanding During the Year Ended Dec. 31,</b>	<b>Amount Outstanding as at June 30, 2024</b>	<b>Financially Assisted Securities Purchased During the Year Ended</b>	<b>Security for Indebtedness</b>	<b>Amount Forgiven During the Year Ended Dec. 31,</b>

		2023		Dec. 31, 2023		2023
Drew Reid <i>Former CEO and Executive Chairman<sup>(1)</sup></i>	Promissory Note issued by the Company	\$201,215	\$209,087	N/A	Pledge of 500,000 Common Shares of the Company	N/A

Notes:

(1) Mr. Reid ceased from all his positions at the Company effective November 20, 2023.

On February 24, 2022, the Company advanced \$180,000 to Mr. Reid in the form of a promissory note (the “**Promissory Note**”). The Promissory Note carries interest at 6.25% per year, matures one year after its issuance and is guaranteed by 500,000 Common Shares of the Company pledged by Mr. Reid. In February 2023, the maturity date of the Promissory Note was extended to December 31, 2023 and the interest rate was increased to 7.7% per year. In January 2024, the Company demanded Mr. Reid repay the Promissory Note. Following Mr. Reid’s failure to repay the Promissory Note, the Company filed a civil claim against Mr. Reid for the amount of \$201,301 plus ongoing interests and costs. This matter is ongoing and the Company has made, and will continue to make, relevant disclosure in accordance with applicable securities laws and best practices.

### Management Contracts

The Company’s management functions are performed by its NEOs and the Company has no management agreements or arrangements in place under which such management functions are performed by persons other than the NEOs.

### Interest of Informed Persons in Material Transactions

Since the commencement of the Company’s most recently completed financial year, no informed person or proposed Director of the Company, nor any associate or affiliate of any informed person or proposed Director of the Company, has or had any material interest, direct or indirect, in any transaction or any proposed transaction which has materially affected or will materially affect the Company or any of its subsidiaries.

### OTHER MATTERS

Management has no knowledge of any other matters to come before the Meeting, other than those referred to in the Notice of Meeting. In the event that any other matters properly come before the Meeting, the Common Shares represented by the Proxies solicited hereby will be voted on such matters in accordance with the best judgment of the persons voting the Proxies.

### ADDITIONAL INFORMATION

Shareholders may obtain additional information in connection with the Company under the Company’s profile on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca), including the Company’s financial statements and management’s discussion and analysis. Alternatively, Shareholders may contact the Company and request copies of the Company’s financial statements and management’s discussion and analysis by: (i) mail at 20 Bay Street, Suite 1110, Toronto, ON M5J 2N8; (ii) e-mail at [mpepin@ciscomcorp.com](mailto:mpepin@ciscomcorp.com); or (iii) telephone at 416-366-9727. Shareholders may also make any inquiries to TSX Trust Company’s Investor Services by: (i) e-mail at [tsxtis@tmx.com](mailto:tsxtis@tmx.com); or (ii) telephone at 1-866-600-5869.

Additional financial information concerning the Company is provided in the Company’s comparative annual financial statements and management’s discussion and analysis for its most recently completed financial year.

**APPROVAL**

The contents of this Circular and the sending thereof to the Shareholders have been approved by the Board.

Dated the 2nd day of July, 2024.

/s/ "Michel Pepin"

Michel Pepin  
President and Chief Financial Officer

**SCHEDULE "A"**  
**AUDIT COMMITTEE CHARTER OF**  
**CISCO CORP.**

# Audit Committee Charter

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## Purpose

This Charter has been adopted by the Board of Ciscam (the “Company”) to assist the Audit Committee (the “Committee”) and the Board in exercising their responsibilities, particularly by defining the scope of the Committee’s authority in respect of financial and audit- related matters delegated to it by the Board. The primary function of the Committee is to assist the Board in fulfilling its oversight responsibilities.

Where used in this Charter, the term “Executive Management” has the meaning ascribed to it in the Corporation’s Board Charter.

The Charter will be reviewed periodically to ensure it addresses the business environment in light of the Company operations.

## Role and responsibilities of the Committee

1. The Board has delegated to the Committee the responsibility for the following matters:

### Independent Auditor

- a. Selection and Compensation of Independent Auditor: recommending to the Board and shareholders:
  - the Independent Auditor to be retained for the purpose of conducting review engagements on a quarterly basis and an annual audit of the Corporation’s financial statements (Independent Auditor);
  - the compensation of the Independent Auditor; and,
  - communicating to the Independent Auditor that it is ultimately accountable to the Board and the Committee as the representative of the shareholders.
- b. Oversight of Independent Auditor: overseeing the work of the Independent Auditor, which shall report directly to the Committee, including the resolution of disagreements between Executive Management and the Independent Auditor regarding financial reporting.
- c. Pre-Approval of Audit Fees: pre-approving or establishing procedures and policies for the pre-approval of the engagement and compensation of the Independent Auditor in respect of the provision of all audit, audit-related, review, or attest engagements required by applicable law.
- d. Pre-Approval of Non-Audit Fees: establishing policies and procedures for the pre-approval of Non-Audit services performed by the Independent Auditor, provided that they are detailed as to the particular services and designed to safeguard the independence of the Independent Auditor.
- e. Audit Scope: reviewing and approving the objectives and general scope of the independent audit (including the overall audit plan, the proposed timing, and completion dates) and discussing the independent audit with the Independent Auditor.
- f. Independent Auditor’s Quality Control Procedures, Performance and Independence: evaluating the quality control procedures, performance (annual and comprehensive reviews) and independence of the Independent Auditor in carrying out its responsibilities, including by obtaining and reviewing, at least annually, a report by the Independent Auditor describing:

- the firm’s internal quality control procedures;
  - any material issues raised by the most recent internal quality control review of the firm, or by any inquiry or investigation by governmental or professional authorities (e.g., Canadian Public Accountability Board (Canada) and/or Public Company Accounting Oversight Board (US)), within the preceding five years, respecting one or more independent audits carried out by the firm, and any steps taken to deal with any such issues; and
  - all relationships between the Independent Auditor and the Corporation.
- g. Staffing of the Audit Team: reviewing the experience and qualifications of the Independent Auditor’s audit team assigned to the audit of the Corporation each year and determining that all partner rotation requirements, as promulgated by applicable rules and regulations, are executed. The Audit Committee should present its conclusions to the Board.
- h. Required Disclosures: reviewing and discussing with the Independent Auditor all disclosures required by applicable accounting or other regulators to be reviewed with respect to the conduct of the audit and quarterly review of the interim financial results.
- i. Relationship between the Independent Auditor and Management: satisfying itself generally that there is a good working relationship between Executive Management and the Independent Auditor, and reviewing any material correspondence between the Independent Auditor and Executive Management, including but not limited to:
- any management representation letters;
  - the Independent Auditor’s management letters and management’s responses thereto;
  - the Independent Auditor’s schedule of unadjusted differences; and
  - any material correspondence of the Independent Auditor;
- as well as discussing any material differences of opinion between management and the Independent Auditor.
- j. Hiring the Independent Auditor: reviewing the hiring of partners, employees, and former partners and employees of the present and any former Independent Auditor who were engaged on the Corporation’s account within the last three years prior to such hiring.

#### Internal Controls

- k. System of Internal Controls: satisfying itself that Executive Management has:
- established and is maintaining an adequate and effective system of internal control over financial reporting and information technology general controls (“ITGCs”); and
  - is responding on a timely basis to any material weaknesses or significant deficiencies that have been identified,
- including, by meeting with and reviewing reports of the Corporation’s Internal Audit Department (“IAD”) and the Independent Auditor relating to the Corporation’s internal controls and ITGCs.
- l. Reports on Internal Controls: annually reviewing:
- Executive Management’s report relating to the effectiveness of the Corporation’s disclosure controls and procedures, internal control over financial reporting, changes in internal controls

over financial reporting and ITGCs; and

- the Independent Auditor's report on internal controls over financial reporting under International Financial Reporting Standards ("IFRS") and of the United States Public Company Accounting Oversight Board (if the issuer is a Securities and Exchange Commission (SEC) registrant).

#### Internal Audit

- m. Internal Audit Department (IAD): overseeing the appointment, termination, and replacement of the Chief Audit Executive of IAD, the scope of the IAD's work plan and budget, as well as the overall performance, staffing and resources of the IAD. The Committee shall also be responsible for coordinating the IAD and Independent Auditor.

The Committee shall also review:

- Annually, the IAD Charter and recommend changes (if any) to the Charter;
- Periodically, with the Chief Audit Executive, any significant difficulties, disagreements with management, or scope restrictions encountered in the course of the IAD's work.

#### Accounting Matters

- n. Critical Accounting Policies: reviewing and discussing with the Independent Auditor:
- the selection, use, and application of, as well as proposed material changes to, critical accounting policies, principles, practices, and related judgments;
  - alternative IFRS/GAAP treatments for policies and practices relating to material items, including the ramifications of such alternative disclosures or treatments and any recommended treatment;
  - review and approve all related party transactions and the Independent Auditor's evaluation of the Corporation's identification of, accounting for, and disclosure of its relationships with related parties;
  - review and understand strategies, assumptions, and estimates that management has made in preparing financial statements, budgets, and investment plans;

to satisfy itself that the critical accounting policies and practices and GAAP treatments adopted are appropriate and consistent with the Corporation's needs and applicable requirements.

- o. Critical audit matters (CAMs) / Key audit matters (KAMs): discussing the CAMs/KAMs and related disclosures with the independent auditor.
- p. Disagreements: satisfying itself that there is an agreed upon course of action leading to the resolution of significant unsettled issues between Executive Management and the Independent Auditor that do not affect the audited financial statements (e.g., disagreements regarding correction of internal control deficiencies or the application of accounting principles to proposed transactions), if any.
- q. Off-Balance Sheet Transactions: reviewing all material off-balance sheet transactions and the related accounting presentation and disclosure.

#### Risk Oversight

- r. Financial Risk Oversight: assessing with Executive Management the Corporation's material risk exposures relating to financial and financial reporting matters and the Corporation's actions to identify, monitor, and mitigate such exposures.
- s. Litigation/Regulatory Actions Oversight: monitoring the status and potential impact of material litigation, regulatory proceedings, and any tax uncertainties.
- t. Reviewing, monitoring, reporting and, where appropriate, providing recommendations to the Board on the Corporation's major legal obligations and compliance risks including regulatory, privacy and records management, environmental risks, and environment trends that may impact the Corporation's operations and business.

#### Financial Disclosures

- u. Disclosure Controls: satisfying itself that procedures are in place for the review of the Corporation's public disclosure of financial information and assessing the adequacy of those procedures annually.
- v. Approval of Disclosures: meeting to review and discuss the Corporation's financial statements with Executive Management and the Independent Auditor and recommending to the Board, prior to release, all such financial statements of the Corporation, together with related Management's Discussion & Analysis of Results of Operations and Financial Position ("MD&A"), earnings press releases, the use of "pro forma" or non-IFRS/GAAP financial information and all other public disclosure documents of the Corporation containing financial information of the Corporation. Also, discussing the impact of selecting one of several IFRS/GAAP and/or non-IFRS/GAAP measures on the financial statements when such a selection has been made in the current reporting period. Alternatively, the Board may delegate the quarterly approval of the interim financial statements of the Corporation, together with related MD&A, earnings press releases, and all other public disclosure documents of the Corporation containing financial information of the Corporation to the Committee. The annual financial statements and applicable reports must be approved by the Board.
- w. The Committee will review, discuss with Management and with others, as it deems appropriate, and approve all related party transactions and the disclosure thereof.

#### Financial Integrity and Whistle-Blowing

- x. Financial Integrity: reviewing on behalf of the Board:
  - any actual or alleged illegal, improper, or fraudulent behaviour related to the Corporation's financial statements, or its accounting or auditing practices; and
  - the findings of any regulatory authorities in relation to the financial affairs of the Corporation;
- y. Whistle-Blowing Procedures: overseeing the implementation, operation and effectiveness of the Corporation's mechanisms for:
  - the receipt, retention, and treatment of complaints received by the Corporation regarding accounting, internal controls, and auditing matters; and
  - the confidential, anonymous submission of complaints by employees of the Corporation of concerns regarding questionable accounting or auditing matters.

## Ethics and Legal Compliance

- z. Compliance Culture and Training: reviewing Executive Management's implementation of systems and controls designed to promote compliance with applicable legal and regulatory requirements. In performing its oversight responsibilities, the Committee shall:
- satisfy itself that Executive Management has established an appropriate tone and culture with respect to:
    - ethical business conduct by the Corporation's employees, agents, representatives, contractors, and suppliers; and
    - legal and regulatory compliance;
  - review with Executive Management the design, implementation, and effectiveness of policies or programs that promote compliance with legal and regulatory requirements; and
  - periodically meet with representatives of the Corporation's various functional departments and/or external advisors to discuss the Corporation's compliance with applicable legal and regulatory requirements, the results of internal compliance reviews and material non-compliance with legal and/or regulatory requirements or internal policies, procedures and programs of the Corporation.
- aa. Code of Conduct: monitoring the implementation, operation, and effectiveness of the Corporation's Code of Conduct, periodically reviewing and recommending to the Board changes to such Code, authorizing any waiver of compliance of such Code and overseeing the investigation of any alleged breach thereof.

## Reporting and Disclosure

- bb. Reporting to the Board: quarterly reporting to the Board with respect to the Committee's review of the Corporation's financial statements, MD&A, financial disclosures, earnings press releases, and related matters, and at least quarterly with respect to the Committee's other activities.
- cc. Audit Committee Report: overseeing the preparation of the Audit Committee report for inclusion in the Corporation's management information circular/proxy statement, in the form and at the time required by the laws, rules, and regulations of applicable regulatory authorities.

## Size, Composition, and Independence

2. Size: The Committee shall be composed of not less than three (3) nor more than five (5) members. The Board shall annually appoint the members of the Committee and a Chair from amongst those appointed, to hold office until the next annual meeting of the shareholders of the Corporation. The members of the Committee shall serve at the request of the Board and vacancies occurring from time to time shall be filled by the Corporate Governance, Compensation and Nominating Committee. Any member of the Committee may be removed or replaced at any time by the Board and shall automatically cease to be a member of the Committee once the member is no longer a director of the Corporation.
3. Independence: All of the members of the Committee shall meet the independence standards specified by the applicable laws, which currently are Sections 1.4 and 1.5 of National Instrument 52-110 of the Canadian Securities Administrators.

4. Financial Literacy and Expertise: All of the members of the Committee shall be “financially literate” as such term is defined in National Instrument 52-110 of the Canadian Securities Administrators, and at least one member of the Committee shall have such accounting or financial expertise as is required to comply with applicable rules and regulations of the Ontario Securities Commission (“OSC”) and any other regulatory authority having jurisdiction.
5. Limit on outside audit committees: No director shall serve as a member of the Committee if that director is a member of the audit committees of more than three other boards of directors of other public companies. If the member of Committee can demonstrate financial expertise then that director shall serve no more than four other board of directors of other public companies.
6. Independent Advisors: The Committee may retain and compensate such outside financial, legal, and other advisors at the expense of the Corporation as it deems reasonably necessary to assist and advise the Committee in carrying out the Committee’s duties and responsibilities.
7. Role of Chair: The Chair of the Committee shall generally provide leadership to enhance the effectiveness of the Committee and act as the liaison between the Committee and the Board as well as between the Committee and Executive Management. The Chair shall also manage the Committee’s activities and meetings, manage any outside legal or other advisors retained by the Committee, and manage the process of reporting to the Board on the Committee’s activities and related recommendations.
8. Secretary of the Committee: Unless otherwise determined or approved by the Committee, the Secretary or an Assistant Secretary of the Corporation shall act as the Secretary of the Committee. In the absence of the Secretary or an Assistant Secretary, the Committee shall select an individual to act as the Secretary of the Committee. The Secretary of the Committee shall keep minutes of the Committee and such minutes shall be retained in the corporate records of the Corporation. Minutes of Committee meetings shall be circulated promptly to all members of the Committee and once approved, shall be made available to all members of the Board, unless a conflict of interest exists.

#### Committee Meeting Administration

9. Meetings: The Committee shall hold at least four scheduled meetings each year, consisting of quarterly meetings held within the timeframes set forth in Section 10 of this Charter. Other meetings shall be scheduled as required. Regular meetings of the Committee shall be called by the Chair of the Committee, and additional meetings may be called by any member of the Committee, the Chair of the Board, Chief Executive Officer, Chief Financial Officer, Chief Legal Officer or the Secretary of the Corporation. At each quarterly meeting, the Committee shall meet separately with the Independent Auditor and the Chief Audit Executive in the absence of Management, and Management in the absence of the Independent Auditor. At least annually, the Committee shall meet separately with the Corporation’s Vice President, Ethics and Legal Compliance, without members of Management being present.
10. Quarterly Meetings: the Committee shall meet with Executive Management and the Independent Auditor of the Corporation within:
  - a. forty-five (45) days, or such lesser period as may be prescribed by applicable law, following the end of

each of the first three financial quarters of the Corporation, but in any event prior to the release of the financial results for each such quarter and their filing with the applicable regulatory authorities, to review and discuss the financial results of the Corporation for the fiscal quarter and the related MD&A as well as the results of the Independent Auditor's review of the financial statements for such quarter and, if satisfied, report thereon to, and recommend their approval by, the Board and their inclusion in the Corporation's required regulatory filings for such quarter; and,

- b. seventy-five (75) days, or such lesser period as may be prescribed by applicable law, following the financial year-end of the Corporation, but in any event prior to the release of the financial results for the financial year and their filing with the applicable regulatory authorities, to review and discuss the audited financial statements of the Corporation for the preceding fiscal year and the related MD&A, as well as the results of the Independent Auditor's audit of the financial statements for the year and, if satisfied, report thereon to, and recommend their approval by, the Board and the Corporation's shareholders as required by applicable law and their inclusion in the Corporation's Annual Report and other required regulatory filings.

In reviewing the quarterly and annual financial results, the Committee shall ensure that there are adequate procedures for the review of such financial results, including a timely review by the Independent Auditor.

11. Minimum Attendance: Each member of the Committee is expected to use all reasonable efforts to attend a minimum of 75% of all regularly scheduled Committee meetings, except to the extent that any absence is due to medical or other valid reasons.
12. Notice of Meeting: Unless otherwise determined or approved by the Committee, the Secretary of the Committee shall provide notice of each meeting of the Committee to the following persons, all of whom shall be entitled to attend each Committee meeting, if such appointment exists:
  - the Committee Chair and each member of the Committee;
  - the Chief Executive Officer, the Chief Financial Officer, the Chief Legal Officer of the Corporation, the Senior Vice-President, Finance, and the Controller;
  - the Independent Auditor;
  - the Chief Audit Executive;
  - the Chief Compliance Officer; and
  - any other person whose attendance is deemed necessary or advisable by the Chair of the Committee.
13. Committee Access to Employees and Others: For the purpose of performing their duties and responsibilities, the members of the Committee shall have full access to and the right to discuss any matters relating to such duties with any or all of:
  - any employee of the Corporation;
  - the Independent Auditor; and/or
  - any advisors to the Corporation (including advisors retained by the Committee),as well as the right to inspect all applicable books, records, and facilities of the Corporation and its subsidiaries and shall be permitted to discuss such books, records and facilities and any other matters within the Committee's mandate with any of the foregoing.
14. Meeting Agendas: The Committee Chair shall establish a preliminary agenda for each Committee meeting with the assistance of the Secretary of the Corporation. Any director or other person entitled to call a meeting may request items to be included on the agenda for any meeting.

15. Meeting Materials: To the reasonably practicable extent, meeting materials shall be distributed sufficiently in advance of Committee meetings to permit members to properly review and consider such materials.
16. Quorum: A majority of the members of the Committee shall constitute a quorum and all actions of the Committee shall be taken by a majority of the members present at the meeting. If the Committee only has two members as a result of a vacancy on the Committee, both members shall constitute a quorum. The definition of quorum is usually disclosed in the by-laws of the Corporation.

#### Delegation of Responsibility

17. Right of Delegation: Subject to applicable law, the Committee may, from time to time, delegate one or more of its duties and responsibilities under this Charter to the Chair of the Committee, any other member of the Committee or any sub-committee of the Committee.

#### Review and Revision of Charter

18. Annual review: The Committee shall annually review this Charter and recommend to the Corporate Governance, Compensation, and Nominating Committee of the Board such changes as it deems advisable.

#### Other Matters

19. Training of Committee Members: The Committee shall be provided with appropriate and timely training, both in the form of an induction program for new members and on an ongoing basis for all other members. The induction program for new members should cover this Charter and provide an overview of the Organization's internal controls and risk management systems. This induction should also include meeting the Independent Auditor and relevant employees of the Corporation.
20. Performance of the Committee: The Committee shall review its own performance on a biennial basis to ensure that it is operating at maximum effectiveness and also recommend any changes it considers necessary to the Board for approval.



**SCHEDULE "B"**  
**STOCK OPTION PLAN**  
**CISCOM CORP.**

**AMENDED AND RESTATED  
STOCK OPTION PLAN**

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**CISCOM CORP.**

**AMENDED AND RESTATED  
STOCK OPTION PLAN**

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**December 29, 2023**

**CISCOM CORP.**

**INCENTIVE STOCK OPTION PLAN**

1. This amended and restated stock option plan (herein called the "**Plan**") for Ciscom Corp. (the "**Corporation**") is hereby adopted and made effective immediately. All stock options granted by the Corporation pursuant to any previous stock option plans remain in full force and effect. The principal purposes of the Plan are:

- (a) to promote a proprietary interest in the Corporation among its employees, officers and directors and persons and companies providing services to the Corporation;
- (b) to retain and attract the qualified personnel and service support the Corporation requires;
- (c) to provide an incentive element in compensation; and
- (d) to promote the profitability of Corporation.

2. Stock Options shall be granted only to persons, firms or companies ("**Participants**") who are:

- (a) bona fide employees (full-time or part-time), officers or directors of the Corporation or of a subsidiary of the Corporation; or
- (b) consultants who are engaged to provide services to the Corporation or a subsidiary of the Corporation under a written contract and spend or will spend a significant amount of time and attention on the affairs and business of the Corporation or its subsidiaries.

The judgment of the board of directors of the Corporation (the "**Board of Directors**") or committee thereof in designating Participants and the extent of their participation shall be final and conclusive; provided, however, that each designated Participant shall have the right not to participate in the Plan and any decision not to participate therein shall not affect the Participant's employment by or engagement with the Corporation.

3. The total number of authorized but unissued shares allocated to and made available to be granted to Participants under the Plan shall not exceed 10% of the Corporation's common shares (the "**Common Shares**"), as such may from time to time be issued and outstanding in the capital stock of the Corporation as the same is presently constituted, and the aggregate number of Common Shares which may be issued under the Plan to any one particular Participant under the Plan shall not exceed 50% of the said aggregate number of Common Shares allocated to and made available for the Plan.

4. The rights of any Participant under the Plan are personal to the said Participant and are not assignable and not transferrable otherwise than (a) by will or by laws governing the devolution of property in the event of death of the Participant or (b) with the approval of the Board of Directors, to a "Permitted Assign". "Permitted Assign" shall mean, for a person that is an employee, executive officer, director or consultant of the Corporation or of a related entity of the Corporation,

- (a) a trustee, custodian, or administrator acting on behalf of, or for the benefit of the person,
- (b) a holding entity of the person,
- (c) a RRSP, RRIF, or TFSA of the person,

- (d) a spouse of the person,
- (e) a trustee, custodian, or administrator acting on behalf of, or for the benefit of the spouse of the person,
- (f) a holding entity of the spouse of the person, or
- (g) a RRSP, RRIF, or TFSA of the spouse of the person.

5. No resident of the United States of America or any territory or possession thereof may be a Participant in the Plan unless such participation can be accomplished pursuant to or in accordance with and without violating any securities or other legislation of the United States of America or of any state, territory or possession thereof.

6. Subject to the approval of applicable stock exchanges, and regulatory authorities the Board of Directors, or any committee thereof specifically designated by the Board of Directors to be responsible therefor, shall have the unfettered right to interpret the provisions of this Plan and to make such regulations and formulate such administrative provisions for carrying this Plan into effect and to make such changes therein and in the regulations and administrative provisions therein as, from time to time, the said Board or committee thereof deem appropriate in the best interests of the Corporation. The Board of Directors shall also have the unfettered right from time to time and at any time to rescind or terminate the Plan as it shall deem advisable; provided, however, that no such rescission or termination shall impair or change the rights and options theretofore granted under the Plan without the prior written consent of the Participant or Participants affected.

7. The Corporation shall pay all costs of administering the Plan.

8. The exercise price of the Common Shares purchased pursuant to stock options granted hereunder shall be determined in the discretion of the Board of Directors at the time of the granting of the stock option, provided that the exercise price shall not be lower than the "Market Price". "Market Price" of a Share means, on any given day: (i) where the Share is not listed on the Canadian Securities Exchange, Toronto Stock Exchange, or TSX Venture Exchange (each, as applicable, the "**Exchange**"), the fair market value of a Share on that day determined by the Board of Directors, in good faith; and (ii) where the Share is listed on an Exchange, the closing price of the Share on the Exchange on the trading day immediately prior to the date the stock option is granted, or if, there is no reported trade of the Common Shares on the Exchange on such date, the arithmetic average of the closing bid and the closing ask for the Share on the Exchange on such date. For greater certainty, the Corporation will not grant options with an exercise price lower than the greater of the closing market prices of the Common Shares on (a) the trading day prior to the day of the grant of the stock options, and (b) the date of grant of the stock options.

9. Each option granted hereunder shall bear such terms as are determined by the Board of Directors at the time of grant. Each Participant shall execute a Stock Option Agreement in the form annexed hereto as Schedule "A" prior to the grant of any stock option to a Participant becoming effective.

Notwithstanding the foregoing, upon the making of an Offer, options shall become immediately exercisable in respect of any and all Common Shares covered thereby in respect of which the Participant has not exercised such Participant's right to acquire under the option. For the purposes

hereof, "Offer" means an offer made generally to the holders of the Corporation's voting securities in one or more jurisdictions to purchase directly or indirectly voting securities of the Corporation where the voting securities which are the subject of the offer to purchase, together with the offeror's then presently owned securities, will in the aggregate exceed 40% of the outstanding voting securities of the Corporation and where two or more persons or companies make offers jointly or in concert or intending to exercise jointly or in concert any voting rights attaching to the securities to be acquired, then the securities owned by each of them shall be included in the calculation of the percentage of the outstanding voting securities of the Corporation owned by each of them.

10.(1) In the event of the physical or mental disability, retirement with the consent of the Corporation or death of the optionee on or prior to the expiry date while engaged as a key employee or director or officer of the Corporation, any option granted hereunder may be exercised up to the full amount of the optioned Common Shares by Participant or the legal personal representative(s) of the Participant, as the case may be at any time up to and including nine months following the physical or mental disability, retirement or death of the Participant after which date the option shall forthwith expire and terminate and be of no further force or effect whatsoever.

10.(2) For greater certainty, any Participant who is deemed to be an employee of the Corporation pursuant to any medical or disability plan of the Corporation shall be deemed to be an employee for the purposes of the Plan.

11. In the event the Participant's employment by or engagement with (as a director or otherwise) the Corporation is terminated by the Corporation or the Participant for any reason other than the Participant's physical or mental disability, retirement with the consent of the Corporation or death before exercise of any options granted hereunder, the Participant shall have ninety days from the date of such termination to exercise only that portion of the option such Participant would be otherwise entitled to exercise as of the date that is ninety days from the date of such termination, and thereafter such Participant's option shall expire and all rights to purchase Common Shares hereunder shall cease and expire and be of no further force or effect. Options shall not be affected by any change of employment so long as the Participant continues to be employed by the Corporation or any of its subsidiaries or continues to be a director or officer of one of the foregoing.

12. Subject to the provisions of the Plan, the options granted hereunder may be exercised from time to time by delivery to the Corporation at its head office of a written notice of exercise substantially in the form annexed hereto as Schedule "B" specifying the number of Common Shares with respect to which the option is being exercised and accompanied by payment in full of the purchase price of the Common Shares then being purchased by way of cash or certified cheque in favour of the Corporation. Such notice shall contain the Participant's undertaking to comply, to the satisfaction of the Corporation and its counsel, with all applicable requirements of any stock exchange or exchanges upon which any securities of the Corporation are from time to time listed and any applicable regulatory authority or authorities.

13. Subject to any required action by its shareholders, if the Corporation shall be a party to any reorganization, merger, dissolution or sale or lease of all or substantially all its assets, whether or not the Corporation is the surviving entity, the option shall be adjusted so as to apply to the securities to which the holder of the number of Common Shares subject to the option would have

been entitled by reason of such reorganization, merger or sale or lease of all or substantially all of its assets, provided, however, that the Corporation may satisfy any obligations to a Participant hereunder by paying to the said Participant in cash the difference between the exercise price of all unexercised options granted hereunder and the fair market value of the securities to which the Participant would be entitled upon exercise of all unexercised options, regardless of whether all conditions of exercise relating to continuous employment have been satisfied. Adjustments under this paragraph or any determinations as to the fair market value of any securities shall be made by the Board of Directors, or any committee thereof specifically designated by the Board of Directors to be responsible therefor, and any reasonable determination made by the said Board or committee thereof shall be binding and conclusive.

14. In the event of any subdivision or subdivisions of the Common Shares of the Corporation as said Common Shares were constituted at the time any options granted hereunder were granted into a greater number of shares, the Corporation will thereafter deliver at the time of exercise thereof in addition to the number of Common Shares in respect of which the option is then being exercised, such additional number of shares as result from such subdivision or subdivisions of the Common Shares for which the option is being exercised without the Participant exercising the option making any additional payment or giving any other consideration therefor.

15. In the event of any consolidation or consolidations of the Common Shares of the Corporation as said Common Shares were constituted at the time any options granted hereunder were granted into a lesser number of Common Shares, the Participant shall accept, at the time of the exercise thereof in lieu of the number of Common Shares in respect of which the option is then being exercised, the lesser number of shares as result from such consolidation or consolidations of the shares for which the option is being exercised.

16. In the event of any change of the Common Shares of the Corporation as said Common Shares were constituted at the time any options granted hereunder were granted the Corporation shall thereafter deliver at the time of the exercise thereof the number of shares of the appropriate class resulting from the said change as the Participant exercising the option would have been entitled to receive in respect of the number of shares so purchased had the option been exercised before such change.

17. If the Corporation at any time while any options granted hereunder are outstanding shall pay any stock dividend or stock dividends upon the Common Shares of the Corporation in respect of which any options were granted hereunder, the Corporation will thereafter deliver at the time of exercise thereof in addition to the number of Common Shares in respect of which the option is then being exercised, the additional number of shares of the appropriate class as would have been payable on the Common Shares so purchased if they had been outstanding on the record date for the payment of said stock dividend or dividends.

18. The Corporation shall not be obligated to issue fractional shares in satisfaction of any of its obligations hereunder.

19. If at any time the Corporation grants to the holders of its capital stock rights to subscribe for and purchase pro rata additional securities of the Corporation or of any other corporation or entity,

there shall be no adjustments made to the number of shares or other securities subject to the option in consequence thereof and the said stock option of the Participant shall remain unaffected.

20. The Corporation shall not be obligated to issue any shares upon exercise of Stock Options if the issue would violate any law or regulation or any rule of any governmental authority or stock exchange.

*[the remainder of this page has been intentionally left blank]*

**Schedule "A"**  
**Stock Option Agreement**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Ciscom Corp., a corporation incorporated under the laws of Ontario (the "Corporation") and \_\_\_\_\_ (the "Optionee"). The parties agree as follows:

1. Pursuant to the Stock Option Plan of the Corporation established by the directors of the Corporation on the 29th day of December, 2023 (the "Plan"), the Corporation hereby grants to the Optionee the irrevocable option to purchase up to \_\_\_\_\_ common shares (the "Shares") in the capital stock of the Corporation, as presently constituted, for cash, at a price of \$ \_\_\_\_\_ per Share, upon the following terms and conditions:

- (a) The option shall be exercisable [INSERT VESTING TERMS].
- (b) The option may only be exercised by the Optionee, or by any Permitted Assign to which the option has been assigned in accordance with the Plan, by the delivery to the Corporation at its head office of written notice of election to exercise the same, substantially in the form annexed hereto as Schedule "B" and specifying the number of Shares with respect to which the option is being exercised and accompanied by payment in full of the purchase price of the Shares then purchased by way of cash or certified cheque in favour of the Corporation. Such notice shall constitute the Optionee's acknowledgement of and undertaking to comply to the satisfaction of the Corporation and its counsel, with all applicable requirements of any stock exchange or exchanges upon which any securities of the Corporation may from time to time be listed and of any applicable regulatory authority or authorities. Such requirements may include the placement of legends on share certificates restricting transfer of such Shares, the making of representations by the Optionee that the Optionee is acquiring such Shares for investment and not with a view to distribution, the filing of any required information or statements with the aforesaid authorities and the making of arrangements with the Optionee's employer to withhold income taxes which may become payable under the Optionee's exercise of an option under this Agreement. Concurrently with its receipt of any such notice and payment, the Corporation shall deliver, or cause to be delivered, to the Optionee a certificate representing the Shares purchased by the Optionee. The Corporation may at its election require that this Agreement be presented for appropriate endorsement upon any such exercise.
- (c) The option shall expire and all rights to purchase Shares hereunder shall cease and become null and void at 5:00p.m. Eastern time on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and the option hereby granted shall expire and all rights hereunder shall cease at such time or upon the happening of certain events as hereinafter provided.

2. Nothing in this Agreement shall confer upon the Optionee any right to continue in the employ of the Corporation or its subsidiaries and nothing herein contained shall interfere in any way with the right of the Corporation or any of its subsidiaries to terminate the employment of the Optionee at any time.



3. The Corporation shall not be obligated to issue any shares upon exercise of Stock Options if the issue would violate any law or regulation or any rule of any governmental authority or stock exchange.

4. The Corporation hereby represents to and agrees with the Optionee that if for any reason, other than the failure or default of the Optionee, the Corporation is unable to issue and deliver the Shares as contemplated herein to the Optionee upon the exercise by the Optionee of the option to purchase any of the Shares covered by this option, the Corporation will pay, in complete satisfaction of its obligations hereunder, to the Optionee, in cash, an amount equal to the difference between the option exercise price and the fair market value of such Shares on the date that the Optionee gave notice of such exercise in accordance with paragraph 1(a) hereof. For the purposes of this Agreement, if the Shares subject to this option are traded on a stock exchange or exchanges, the fair market value shall be the closing sale price on the exchange having the greatest volume of trading on the last trading day immediately prior to the date such notice is given.

The Optionee, if an employee, senior officer, director or consultant of the Corporation or of an affiliated entity of the Corporation, represents and warrants to the Corporation that the Optionee's participation in the Stock Option Plan, acceptance of the option granted hereunder and entering into of the Agreement is voluntary.

5. The Optionee hereby acknowledges receipt from the Corporation of a copy of the Stock Option Plan. The Optionee acknowledges that all applicable terms of the Plan are incorporated into this Agreement and that he/she/it is bound by the same. For greater certainty, the Optionee acknowledges and consents to any change or adjustment to the number of Shares purchasable pursuant to this Agreement, to the term of the option, to the exercise price of the option, or to any other term of the option, which is made in accordance with the terms of the Plan. In case of conflict between the terms of said Plan and the terms of this option agreement, the terms of this Agreement shall prevail.

6. This Agreement may be executed in two or more counterparts. Each such counterpart shall be deemed to be an original, but all of which together shall constitute one and the same document. Executed counterparts to this Agreement transmitted by facsimile or by electronic transmission of portable document format (PDF) files shall be deemed to be original signatures for all purposes.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**Ciscom Corp.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

WITNESS:

\_\_\_\_\_  
Signature  
Name

\_\_\_\_\_  
Optionee

**Schedule "B"**  
**Option Exercise Form**

**TO: Ciscom Corp. (the "Corporation")**

The undersigned Optionee (or the Optionee's legal representative(s) permitted under the Ciscom Corp. Stock Option Plan) hereby irrevocably elects to exercise this Option for the number and class of common shares ("**Shares**") (or other property or securities subject thereto) as set forth below:

- (a) Number of Shares to be Acquired: \_\_\_\_\_
- (b) Class of Shares: \_\_\_\_\_
- (c) Option Exercise Price per Share: \$ \_\_\_\_\_
- (d) Aggregate Purchase Price [(a) times (c)]: \$ \_\_\_\_\_

The undersigned Optionee hereby directs the Corporation to be register the Shares as follows:

Registration Name	Registration Address	Delivery Address

and hereby tenders a certified cheque or bank draft for such aggregate purchase price, directing such Shares to be registered and a certificate therefor to be issued as directed below.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness	)	
	)	
_____	)	_____
Signature	)	<i>[Name of Optionee]</i>
Name:	)	
	)	

**SCHEDULE "C"**

**CHANGE OF AUDITOR INFORMATION PACKAGE**

**CISCO CORP.**

**CISCOM CORP.**

**NOTICE OF CHANGE OF AUDITOR**

**Pursuant to National Instrument 51-102**

**TO:** SRCO Professional Corporation  
McGovern Hurley LLP

**AND TO:** Ontario Securities Commission  
British Columbia Securities Commission

**RE:** Notice Regarding Change of Auditor Pursuant to Section 4.11 of National Instrument 51-102 – *Continuous Disclosure Obligations* (“**NI 51-102**”)

**Dear Sirs/Mesdames:**

Notice is hereby given, pursuant to Section 4.11 of NI 51-102, of a change of auditor of Ciscom Corp. (the “**Company**”).

1. SRCO Professional Corporation, the auditor of the Company (the “**Former Auditor**”), tendered their resignation effective June 12, 2024.
2. The Former Auditor resigned at the request of the Company.
3. The resignation of the Former Auditor has been approved by the board of directors of the Company (the “**Board**”).
4. The Board approved the appointment of McGovern Hurley LLP as successor auditor of the Company to fill the vacancy in the position of auditor of the Company on June 12, 2024.
5. There have been no reservations or modified opinions in the Former Auditor’s reports on the Company’s financial statements relating to the period during which the Former Auditor was the Company’s auditor.
6. There are no reportable events (as such term is defined in NI 51-102) in connection with the change of auditor.

Dated: June 12, 2024

**Ciscom Corp.**

By: (signed) “Michel Pepin”  
**Michel Pepin**  
**President and Chief Financial Officer**



**SRCO Professional Corporation**  
**Chartered Professional Accountants**  
**Licensed Public Accountants**  
Park Place Corporate Centre  
15 Wertheim Court, Suite 409  
Richmond Hill, ON L4B 3H7, Canada  
Tel: 905 882 9500  
Fax: 905 882 9580  
Email: info@srco.ca  
www.srco.ca

June 18, 2024

Ontario Securities Commission  
20 Queen Street West  
20th Floor, Toronto, ON, M5H 3S8 (Fax: 1-416-593-8122)

British Columbia Securities Commission  
701 West Georgia Street  
P.O. Box 10142, Pacific Centre, 12th Floor  
Vancouver, BC V7Y 1L2 (Fax: 1-604-899-6506)

Dear Sirs/Mesdames,

Re: Change of Auditor of Ciscom Corp. (the "Corporation")

In response to your letter dated June 12, 2024, we have reviewed the information contained in the Notice of Change of Auditor of the Corporation (the "Notice"), which is prepared pursuant to Section 4.11 of National Instrument 51-102.

Based on our knowledge at this time, we hereby notify to the Commissions that:

1. We agree with the statement numbers 1 and 2 that SRCO Professional Corporation (the "Predecessor Auditor") tendered their resignation dated June 12, 2024 at the Corporation's request.
2. We have no basis to agree or disagree with the statement numbers 3, 4 and 6.
3. We agree with the statement number 5 that there have been no reservations contained in the auditor's report of the Predecessor Auditor in connection with its audit of the Company's financial statements.

Yours very truly,

*/s/ SRCO Professional Corporation*

**CHARTERED PROFESSIONAL ACCOUNTANTS**  
Authorized to practice public accounting by the  
Chartered Professional Accountants of Ontario

cc: Ciscom Corp.

# McGovern Hurley

*Audit. Tax. Advisory.*

June 17, 2024

Ontario Securities Commission  
AND TO: British Columbia Securities Commission

Dear Sirs/Mesdames:

**Re:    Ciscom Corp.**

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We have reviewed the information contained in the Change of Auditor Notice of Ciscom Corp. dated June 12, 2024 (the "Notice"), which we understand will be filed pursuant to Section 4.11 of National Instrument 51-102.

Based on our knowledge as of the date hereof, we agree with the statements contained in the Notice. We have no basis to agree or disagree with the comments in the notice relating to SRCO Professional Corporation.

Yours truly,

McGovern Hurley LLP



Chartered Professional Accountants  
Licensed Public Accountants

**SCHEDULE "D"**  
**SHAREHOLDER RIGHTS PLAN**  
**CISCOM CORP.**



**SHAREHOLDER RIGHTS PLAN AGREEMENT**

**Dated as of March 4<sup>th</sup>, 2024**

**Between**

**CISCOM CORP.**

**and**

**TSX TRUST COMPANY**

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## SHAREHOLDER RIGHTS PLAN AGREEMENT

THIS SHAREHOLDER RIGHTS PLAN AGREEMENT is dated as of the 4<sup>th</sup> day of March, 2024.

**B E T W E E N:**

**CISCOM CORP.**

a corporation existing under the laws of Ontario

(the "Corporation"),

– and –

**TSX TRUST COMPANY,**

a corporation existing under the laws of Canada

(the "Rights Agent").

**WHEREAS** the Board of Directors (as hereinafter defined) of the Corporation has determined that it is advisable and in the best interests of the Corporation to adopt a shareholder rights plan (the "Rights Plan") to (a) ensure, to the extent possible, that all holders of the Shares (as hereinafter defined) of the Corporation and the Board of Directors have adequate time to consider and evaluate any unsolicited Take-over Bid (as hereinafter defined) for the Shares, (b) provide the Board of Directors with adequate time to identify, solicit, develop and negotiate value-enhancing alternatives, as considered appropriate, to any unsolicited Take-over Bid, (c) encourage the fair treatment of the Corporation's shareholders in connection with any unsolicited Take-over Bid and (d) generally assist the Board of Directors in enhancing shareholder value;

**AND WHEREAS** the Board of Directors authorized the Corporation to adopt the Rights Plan, substantially in the form and on the terms provided for in this Agreement, subject to approval of the Rights Plan by resolution passed by at least a majority of the votes cast by the holders of Shares at a meeting of shareholders of the Corporation called by the Board of Directors for, amongst other purposes, the purpose of approving the Rights Plan (the "**Rights Plan Approval Resolution**");

**AND WHEREAS** in order to implement the Rights Plan, the Board of Directors has authorized the issuance of:

- a) ten Rights (as hereinafter defined) effective at the Record Time (as hereinafter defined) in respect of each Share outstanding at the Record Time; and
- b) ten Rights in respect of each Share issued after the Record Time and prior to the earlier of the Separation Time (as hereinafter defined) and the Expiration Time (as hereinafter defined);

**AND WHEREAS** each Right entitles the Holder (as hereinafter defined) thereof, after the Separation Time, to purchase securities of the Corporation pursuant to the terms and subject to the conditions set forth herein;

**AND WHEREAS** the Corporation desires to appoint the Rights Agent to act on behalf of the Corporation and the holders of Rights, and the Rights Agent has agreed to act on behalf of the Corporation and the holders of Rights in connection with the issuance, transfer, exchange and replacement of Rights Certificates (as hereinafter defined), the exercise of Rights and other matters referred to herein;

**NOW THEREFORE**, in consideration of the foregoing premises and the respective covenants and agreements set forth herein, the parties hereby agree as follows:

## ARTICLE 1 - INTERPRETATION

### 1.1 Certain Definitions

For purposes of this Agreement, the following terms have the meanings indicated:

- a) **“Acquiring Person”** means any Person who is the Beneficial Owner of 25% or more of the outstanding Voting Shares; provided, however, that the term “Acquiring Person” shall not include:
- (i) the Corporation or any Subsidiary of the Corporation;
  - (ii) any Person who becomes the Beneficial Owner of 25% or more of the outstanding Voting Shares as a result of one or any combination of:
    - (A) a Corporate Acquisition which, by reducing the number of Voting Shares outstanding, increases the percentage of Voting Shares Beneficially Owned by such Person to 25% or more of the Voting Shares then outstanding;
    - (B) an Exempt Acquisition;
    - (C) a Permitted Bid Acquisition;
    - (D) a Pro Rata Acquisition; or
    - (E) a Convertible Security Acquisition;provided, however, that if a Person becomes the Beneficial Owner of 25% or more of the Voting Shares then outstanding by reason of one or any combination of a Corporate Acquisition, an Exempt Acquisition, a Permitted Bid Acquisition, a Pro Rata Acquisition or a Convertible Security Acquisition, and thereafter becomes the Beneficial Owner of additional Voting Shares in an amount greater than 1% of the outstanding Voting Shares (other than pursuant to any one or any combination of a Corporate Acquisition, an Exempt Acquisition, a Permitted Bid Acquisition, a Pro Rata Acquisition or a Convertible Security Acquisition), then as of the date and time such Person becomes the Beneficial Owner of such additional Voting Shares, such Person shall become an Acquiring Person;
  - (iii) for a period of ten (10) days after the Disqualification Date (as hereinafter defined), any Person who becomes the Beneficial Owner of 25% or more of the outstanding Voting Shares as a result of such Person becoming disqualified from relying on Clause (vii) of the definition of Beneficial Owner solely because such Person makes or announces an intention to make a Take-over Bid in respect of Voting Shares and/or Convertible Securities either alone or by acting jointly or in concert with any other Person. For the purposes of this definition, **“Disqualification Date”** means the first date of a public announcement of facts indicating that any Person is making or intends to make a Take-over Bid, either alone, through such Person’s Affiliates or Associates or by acting jointly or in concert with any other Person; or
  - (iii) an underwriter or member of a banking or selling group that acquires Voting Shares from the Corporation in connection with a distribution of securities of the Corporation pursuant to a prospectus or by way of private placement;
- b) **“Adjusted Exercise Price”** means \$0.00001 in cash;
- c) **“Affiliate”**, where used to indicate a relationship with a specified Person, means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified Person;
- d) **“Agreement”** means this shareholder rights plan agreement, as amended, modified, supplemented or restated from time to time; **“hereof”**, **“herein”**, **“hereto”** and similar expressions mean and refer to this Agreement as a whole and not to any particular part of this Agreement;
- e) **“Associate”**, where used to indicate a relationship with a specified Person, means (i) a spouse of such specified Person, (ii) any Person with whom such specified Person is living in a conjugal relationship outside marriage, or (iii) any relative of such specified Person or of a Person mentioned in Clause (i) or (ii) of this definition if that relative resides in the same home as the specified Person;
- f) a Person shall be deemed the **“Beneficial Owner”** of, and to have **“Beneficial Ownership”** of, and to **“Beneficially Own”**:

- (i) any securities as to which such Person or any of such Person's Affiliates or Associates is the owner at law or in equity;
- (ii) any securities as to which such Person or any of such Person's Affiliates or Associates has or shares the right to acquire or become the owner at law or in equity (A) upon the exercise of any Convertible Securities, or (B) pursuant to any agreement, arrangement or understanding (whether or not in writing), in either case if such right is exercisable immediately or within a period of 60 days and whether or not on condition or the happening of any contingency or the marking or any payment (other than (1) customary agreements with and between underwriters and/or banking group members and/or selling group members with respect to a distribution of securities pursuant to a prospectus or by way of private placement, and (2) pledges or hypothecations of securities granted as security in the ordinary course of business of the pledgee or hypothecatee);
- (iii) any securities which are subject to a lock-up agreement or similar commitment to deposit or tender such securities to a Take-over Bid made by such Person or any of such Person's Affiliates or Associates or any other Person acting jointly or in concert with such Person; and
- (iv) any securities which are Beneficially Owned within the meaning of Clauses (i), (ii) and (iii) of this definition by any other Person with whom such Person is acting jointly or in concert with respect to the Corporation or any of its securities;

provided, however, that a Person shall not be deemed the "Beneficial Owner" of, or to have "Beneficial Ownership" of, or to "Beneficially Own", any security:

- (v) by reason of such security having been deposited or tendered pursuant to any Take-over Bid made by such Person or any of such Person's Affiliates or Associates or any other Person referred to in Clause (iv) of this definition until the earlier of such deposited or tendered security being accepted unconditionally for payment or exchange or being taken up or paid for;
- (vi) by reason of the holder of such security having agreed pursuant to a Permitted Lock-up Agreement to deposit or tender such security to a Take-over Bid made by such Person, any of such Person's Affiliates or Associates or any other person referred to in Clause (iv) of this definition, until the earlier of such deposited or tendered security being accepted unconditionally for payment or exchange or being take up or paid for;
- (vii) where such Person, any of such Person's Affiliates or Associates or any other Person referred to in Clause (iv) of this definition holds such security provided that:
  - a. the ordinary business of any such Person (the "**Investment Manager**") includes the management of mutual funds or investment funds for others (which others, for greater certainty, may include or be limited to one or more employee benefit plans or pension plans) and/or includes the acquisition or holding of securities for a non-discretionary account of a Client (as defined below) by a dealer or broker registered under applicable securities laws to the extent required and such security is held by the Investment Manager in the ordinary course of such business in the performance of such Investment Manager's duties for the account of any other Person (a "**Client**");
  - b. such Person (the "**Trust Company**") is licensed to carry on the business of a trust company under applicable laws and, as such, acts as trustee or administrator or in a similar capacity in relation to the estates of deceased or incompetent Persons (each an "**Estate Account**") or in relation to other accounts (each an "**Other Account**") and holds such security in the ordinary course of such duties for the estate of any such deceased or incompetent Person or for such other accounts;
  - c. such Person (the "**Statutory Body**") is established by statute for purposes that include, and the ordinary business or activity of such Person includes, the management of investment funds for employee benefit plans, pension plans, insurance plans or various public bodies and the Statutory Body holds such security in the ordinary course of and for the purposes of the management of such investment funds;
  - d. such Person (the "**Administrator**") is the administrator or trustee of one or more pension funds or plans (a "**Plan**") registered under the laws of Canada or any province thereof or the corresponding laws of the jurisdiction by which such Plan is governed, or is such a Plan, and holds such security for the purposes of its activities as such Administrator or Plan; or
  - e. such Person is a Crown agent or agency (a "**Crown Agent**");

but only if the Investment Manager, the Trust Company, the Statutory Body, the Administrator, the Plan or the Crown Agent, as the case may be, (1) is not then making a Take-over Bid or has not then announced an intention to make a Take-over Bid and (2) is not then acting jointly or in concert with any other Person who is making a Take-over Bid or who has announced an intention to make a Take-over Bid, other than an Offer to Acquire Voting Shares or Convertible Securities pursuant to a distribution by the Corporation or by means of ordinary market transactions (including prearranged trades entered into in the ordinary course of the business of such Person) executed through the facilities of a stock exchange or organized over-the-counter market;

(viii) because such Person is:

- (A) a Client of or has an account with the same Investment Manager as another Person on whose account the Investment Manager holds such security;
- (B) an Estate Account or an Other Account of the same Trust Company as another Person on whose account the Trust Company holds such security; or
- (C) a Plan with the same Administrator as another Plan on whose account the Administrator holds such security;

(ix) where such Person is:

- (A) a Client of an Investment Manager and such security is owned at law or in equity by the Investment Manager;
- (B) an Estate Account or an Other Account of a Trust Company and such security is owned at law or in equity by the Trust Company; or
- (C) a Plan and such security is owned at law or in equity by the Administrator of the Plan; or

(x) where such Person is the registered holder of securities as a result of carrying on the business of, or acting as a nominee of, a securities depository;

- g) **“Board of Directors”** means the board of directors of the Corporation, or any duly constituted and empowered committee thereof;
- h) **“Book Entry Form”** means, in reference to securities, securities that have been issued and registered in uncertificated form and includes securities evidenced by an advice or other statement and securities which are maintained electronically on the records of the Corporation’s transfer agent but for which no certificate has been issued;
- i) **“Book Entry Rights Exercise Procedures”** has the meaning attributed thereto in Subsection 2.2(c);
- j) **“Business Day”** means any day other than a Saturday, Sunday or a day on which banking institutions in the city of Toronto (or, for purposes only of the proviso to the definition of “close of business”, banking institutions in each city designated for depositing securities in acceptance of the Competing Permitted Bid or Permitted Bid, as the case may be, referred to in such proviso) are authorized or obligated by law to close;
- k) **“Canadian Dollar Equivalent”** of any amount which is expressed in United States dollars means, on any date, the Canadian dollar equivalent of such amount determined by multiplying such amount by the U.S. - Canadian Exchange Rate in effect on such date;
- l) **“Close of business”** on any date means the time on such date (or, if such date is not a Business Day, the time on the next succeeding Business Day) at which the principal office of the transfer agent for the Shares in the city of Toronto (or, after the Separation Time, the principal office of the Rights Agent in the city of Toronto) is closed to the public; provided, however, that for the purposes of the definition of **“Permitted Bid”**, **“close of business”** on any date means 11:59 p.m. (local time at the place of deposit) on such date (or, if any such date is not a Business Day, 11:59 p.m. (local time at the place of deposit) on the next succeeding Business Day);
- m) **“Competing Permitted Bid”** means a Take-over Bid that:
  - (i) is made after a Permitted Bid or another Competing Permitted Bid has been made and prior to the expiry, termination or withdrawal of that Permitted Bid or Competing Permitted Bid; and

(ii) satisfies all the requirements of the definition of a Permitted Bid;

provided, however, that a Take-over Bid that qualified as a Competing Permitted Bid shall cease to be a Competing Permitted Bid at any time and as soon as such time when such Take-over Bid ceases to meet any of the requirements of this definition;

n) **“controlled”** a Person is considered to be “controlled” by another Person or two or more Persons acting jointly or in concert if:

(i) in the case of a Person other than a partnership or a limited partnership, including a corporation or body corporate:

(A) securities entitled to vote in the election of directors or trustees carrying more than 50% of the votes for the election of directors or trustees of such Person are held, directly or indirectly, by or on behalf of the other Person or Persons; and

(B) the votes carried by such securities are entitled, if exercised, to elect a majority of the board of directors or trustees of such Person;

(ii) in the case of a partnership other than a limited partnership, more than 50% of the interests in such partnership are held, directly or indirectly by the other Person or Persons; and

(iii) in the case of a limited partnership, the other Person or each of the other Persons is a general partner of the limited partnership,

and **“controls”**, **“controlling”** and **“under common control with”** shall be interpreted accordingly;

o) **“Convertible Securities”** means at any time any securities issued by the Corporation (including rights, warrants, convertible notes and options but excluding the Rights) carrying any purchase, exercise, conversion or exchange rights, pursuant to which the holder thereof may acquire Voting Shares or other securities convertible into or exercisable or exchangeable for Voting Shares, directly or indirectly (in each case, whether such right is exercisable immediately or after a specified period and whether or not on conditions or the happening of any contingency or the making of any payment);

p) **“Convertible Security Acquisition”** means the acquisition of Voting Shares upon the exercise, conversion or exchange of Convertible Securities acquired by a Person pursuant to a Permitted Bid Acquisition, an Exempt Acquisition or a Pro Rata Acquisition;

q) **“Co-Rights Agents”** has the meaning attributed thereto in Subsection 4.1(a);

r) **“Corporate Acquisition”** means an acquisition or a redemption of Voting Shares by the Corporation which by reducing the number of Voting Shares outstanding increases the proportionate number of Voting Shares Beneficially Owned by any Person,

s) **“Effective Date”** has the meaning attributed thereto in Subsection 5.16;

t) **“Election to Exercise”** has the meaning attributed thereto in Clause 2.2(d)(ii);

u) **“Exempt Acquisition”** means an acquisition of Voting Shares or Convertible Securities:

(i) in respect of which the Board of Directors has waived the application of Section 3.1 pursuant to the provisions of Section 5.2; or

(ii) made as an intermediate step in a series of related transactions in connection with the acquisition by the Corporation or one or more of its Subsidiaries of securities or assets of a Person, provided that the Person who acquires such Voting Shares and/or Convertible Securities distributes or is deemed to distribute such Voting Shares and/or Convertible Securities to its security holders within 10 Business Days of the completion of such acquisition, and following such distribution no Person has become the Beneficial Owner of 25% or more of the then outstanding Voting Shares; or

(iii) pursuant to a distribution of Voting Shares and/or Convertible Securities made by the Corporation:

(A) pursuant to a prospectus, provided that such Person does not thereby become the Beneficial Owner of a greater percentage of the Voting Shares so offered than the percentage of Voting Shares Beneficially Owned by such Person immediately prior to such distribution; or



- (B) by way of a private placement, provided that:
  - (I) all necessary stock exchange approvals for such private placement have been obtained and such private placement complies with the terms and conditions of such approvals; and
  - (II) such Person does not thereby become the Beneficial Owner of more than 25% of the Voting Shares outstanding immediately prior to such private placement (and for purposes of making this determination, the securities to be issued to such Person pursuant to the private placement will be deemed to be Beneficially Owned by such Person but will not be included in the aggregate number of outstanding Voting Shares immediately prior to such private placement); or
- (iv) pursuant to an amalgamation, merger, reorganization, arrangement, business combination or other similar transaction (statutory or otherwise, but for greater certainty not including a Take-over Bid), agreed to in writing by the Corporation, that requires approval in a vote of holders of Voting Shares to be obtained prior to such Person acquiring such Voting Shares and/or Convertible Securities, and such approval has been obtained; or
- (v) pursuant to the exercise of Rights;
- v) **"Exercise Price"** means, as of any date, the price at which a Holder may purchase the securities issuable upon exercise of one whole Right. Until adjustment thereof in accordance with the terms hereof, the Exercise Price shall be:
  - (i) until the Separation Time, an amount equal to three times the Market Price, from time to time, per Share; and
  - (ii) from and after the Separation Time, an amount equal to three times the Market Price, as at the Separation Time, per Share;
- w) **"Expansion Factor"** has the meaning attributed thereto in Subsection 2.3(b);
- x) **"Expiration Time"** means the close of business on the date of termination of this Agreement pursuant to Subsection 5.17;
- y) **"Flip-in Event"** means a transaction or other action in or pursuant to which any Person becomes an Acquiring Person;
- z) **"Holder"** of any Rights, unless the context otherwise requires, means the registered holder of such Rights (or, prior to the Separation Time, of the associated Shares);
- aa) **"Independent Shareholders"** means the holders of Voting Shares other than:
  - (i) any Acquiring Person;
  - (ii) any Offeror (other than any Person who by virtue of Clause 1.1(e)(vii) at the relevant time is not deemed to Beneficially Own the Voting Shares held by such Person);
  - (iii) any Affiliate or Associate of any Acquiring Person or any Offeror referred to in Clause (ii) of this definition;
  - (iv) any Person acting jointly or in concert with any Acquiring Person or any Offeror referred to in Clause (ii) of this definition; and
  - (v) any employee benefit plan, stock purchase plan, deferred profit sharing plan and any other similar plan or trust for the benefit of employees of the Corporation or a Subsidiary of the Corporation (unless the beneficiaries of the plan or trust direct the manner in which the Voting Shares are to be voted or direct whether the Voting Shares are to be tendered to a Take-over Bid, in which case such plan or trust shall be considered an Independent Shareholder);
- bb) **"Market Price"** per security of any securities on any date of determination means the average of the daily closing prices per security of such securities (determined as described below) on each of the 20 consecutive Trading Days ending on the Trading Day immediately preceding such date; provided, however, that if an event of a type analogous to any of the events described in Section 2.3 shall have caused the closing prices used to determine the Market Price on any such Trading Day not to be fully comparable with the closing price on such date of determination (or, if the date of determination is not a Trading Day, on the immediately preceding Trading Day), each such closing price so used shall be appropriately adjusted in a manner analogous to the applicable adjustment provided for in Section 2.3 in order to make it fully comparable with the closing price on such date of determination (or, if the date of determination is not a Trading Day, on the immediately preceding Trading Day). The closing price per security of any securities on any date shall be:

- (i) the closing board lot sale price or, in case no such sale takes place on such date, the average of the closing bid and asked prices for each such security on such date, as reported by the principal stock exchange in Canada on which such securities are listed or admitted to trading;
  - (ii) if for any reason none of such prices described in (i) above is available for such day or the securities are not listed or admitted to trading on a Canadian stock exchange, the last sale price or, if such price is not available, the average of the closing bid and asked prices, for each such security on such date, as reported by such other securities exchange on which such securities are listed or admitted to trading (and if such securities are listed or admitted to trading on more than one other securities exchange such prices shall be determined based on the securities exchange on which such securities are then listed or admitted to trading on which the largest number of such securities were traded during the most recently completed financial year);
  - (iii) if for any reason none of such prices described in (ii) above is available for such day or the securities are not listed or admitted to trading on a Canadian stock exchange or other securities exchange, the last sale price, or if no sale takes place, the average of the high bid and low asked prices for each such security on such date in the over-the-counter market, as quoted by any reporting system then in use (as determined by the Board of Directors); or
  - (iv) if for any such date none of such prices described in (iii) above is available or the securities are not listed or admitted to trading on a Canadian stock exchange or any other securities exchange and are not quoted by any such reporting system, the average of the closing bid and asked prices for such date as furnished by a professional market maker making a market in the securities selected in good faith by the Board of Directors, provided, however, that if on any such date none of such prices is available, the closing price per security of such securities on such date shall mean the fair value per security of such securities on such date as determined in good faith by a nationally or internationally recognized firm of investment dealers or investment bankers selected by the Board of Directors. The Market Price shall be expressed in Canadian dollars and, if initially determined in respect of any day forming part of the 20 consecutive Trading Day period in question in United States dollars, such amount shall be translated into Canadian dollars on such date at the Canadian Dollar Equivalent thereof;
- cc) **"NI 62-103"** means National Instrument 62-103 *The Early Warning System and Related Take-Over Bid and Insider Reporting Issues*, as may be amended and in force from time to time, adopted by the Canadian securities regulatory authorities, and any comparable successor law, rule, instrument or regulation thereto in force in the Province of Québec;
- dd) **"NI 62-104"** means National Instrument 62-104 *Take-Over Bids and Issuer Bids*, as may be amended and in force from time to time, adopted by the Canadian securities regulatory authorities, and any comparable successor law, rule, instrument or regulation thereto in force in the Province of Québec;
- ee) **"Nominee"** has the meaning attributed thereto in Subsection 2.2(c);
- ff) **"OBCA"** means the *Business Corporations Act* (Ontario) and the regulations made thereunder, each as may be amended and in force from time to time, and any comparable successor laws or regulations thereto;
- gg) **"Offer Date"** means the date of a Take-over Bid;
- hh) **"Offer to Acquire"** shall include:
- (i) an offer to purchase, a public announcement of an intention to make an offer to purchase, or a solicitation of an offer to sell, and
  - (ii) an acceptance of an offer to sell, whether or not such offer to sell has been solicited;
- or any combination thereof, and the Person accepting an offer to sell shall be deemed to be making an Offer to Acquire to the Person that made the offer to sell;
- ii) **"Offeror"** means a Person who has announced an intention to make or who has made a Take-over Bid;
- jj) **"Offeror's Securities"** means Voting Shares Beneficially Owned by an Offeror on the date of an Offer to Acquire;
- kk) **"Permitted Bid"** means a Take-over Bid made by an Offeror that is made by means of a take-over bid circular and which also complies with the following additional provisions:
- (i) the Take-over Bid is made to all holders of Voting Shares of record, other than the Offeror; and

(ii) the Take-over Bid contains, and the provisions for take-up and payment for securities tendered or deposited thereunder are subject to, irrevocable and unqualified conditions that:

- (1) no Voting Shares shall be taken up or paid for pursuant to the Take-over Bid (A) prior to the close of business on a date that is not earlier than 105 days following the Offer Date of the Take-over Bid, and (B) only if, at the close of business on the date Voting Shares are first taken up or paid for under such Take-over Bid, more than 50% of the outstanding Voting Shares held by Independent Shareholders have been deposited or tendered pursuant to the Take-over Bid and not withdrawn;
- (2) Voting Shares may be deposited or tendered pursuant to such Take-over Bid, unless such Take-over Bid is withdrawn, at any time prior to the close of business on the date Voting Shares are first taken up or paid for under the Take-over Bid;
- (3) any Voting Shares deposited or tendered pursuant to the Take-over Bid may be withdrawn until taken up and paid for; and
- (4) in the event that the requirement in Sub-clause (ii)(1)(B) of this definition is satisfied, the Offeror will make a public announcement of that fact and the Take-over Bid will remain open for deposits and tenders of Voting Shares for not less than 10 days from the date of such public announcement;

provided, however, that a Take-over Bid that qualified as a Permitted Bid shall cease to be a Permitted Bid at any time and as soon as such time when such Take-over Bid ceases to meet any of the requirements of this definition;

ll) **"Permitted Bid Acquisitions"** means an acquisition of Voting Shares and/or Convertible Securities made pursuant to a Competing Permitted Bid or a Permitted Bid; provided, however, for greater certainty, that any acquisition of Voting Shares or Convertible Securities made pursuant to a Competing Permitted Bid or Permitted Bid that ceased to be a Competing Permitted Bid or Permitted Bid by reason of such acquisition ceasing to meet all of the requirements of the definition of "Competing Permitted Bid" or "Permitted Bid", as applicable, including before such acquisition ceased to be a Competing Permitted Bid or Permitted Bid, as applicable, will not be a Permitted Bid Acquisition;

mm) **"Permitted Lock-up Agreement"** means an agreement (the **"Lock-up Agreement"**) between a Person and a holder of Voting Shares and/or Convertible Securities who is not an Affiliate or Associate of such Person or another Person with whom, and in respect of which security, such Person is acting jointly or in concert (each a **"Locked-up Person"**) pursuant to which such Locked-up Person agrees to deposit or tender Voting Shares and/or Convertible Securities to a Take-over Bid (the **"Lock-up Bid"**) made or to be made by such Person, any of such Person's Affiliates or Associates or any other Person with whom, and in respect of which security, such Person is acting jointly or in concert; provided that:

- (i) the terms of such Lock-up Agreement are publicly disclosed and a copy of the Lock-up Agreement is made available to the public (including the Corporation) not later than the date of the Lock-up Bid or, if the Lock-up Bid has been made prior to the date on which such Lock-up Agreement is entered into, not later than the date of such Lock-up Agreement (or, if such date is not a Business Day, on the Business Day next following such date);
- (ii) the Lock-up Agreement permits such Locked-up Person to terminate its obligation to deposit or tender to or not to withdraw Voting Shares and/or Convertible Securities from the Lock-up Bid, and to terminate any obligation with respect to the voting of such securities, in order to deposit or tender such securities to another Take-over Bid or to support another transaction:
  - (A) where the price or value of the consideration per Voting Share or Convertible Security offered under such other Take-over Bid or transaction:
    - (I) exceeds the price or value of the consideration per Voting Share and/or Convertible Security offered under the Lock-up Bid; or
    - (II) exceeds by as much as or more than a specified amount (the **"Specified Amount"**) the price or value of the consideration per Voting Share or Convertible Security at which the Locked-up Person has agreed to deposit or tender Voting Shares and/or Convertible Securities to the Lock-up Bid, provided that such Specified Amount is not greater than 7% of the price or value of the consideration per Voting Share or Convertible Security offered under the Lock-up Bid; and
  - (B) if the number of Voting Shares or Convertible Securities offered to be purchased under the Lock-up Bid is less than 100% of the Voting Shares or Convertible Securities held by Independent

Shareholders, where the price or value of the consideration per Voting Share or Convertible Security offered under such other Take-over Bid or transaction is not less than the price or value of the consideration per Voting Share or Convertible Security offered under the Lock-up Bid and the number of Voting Shares and/or Convertible Securities to be purchased under such other Take-over Bid or transaction:

- (I) exceeds the number of Voting Shares and/or Convertible Securities that the Offeror has offered to purchase under the Lock-up Bid; or
- (II) exceeds by as much as or more than a specified number (the "**Specified Number**") the number of Voting Shares or Convertible Securities that the Offeror has offered to purchase under the Lock-up Bid, provided that the Specified Number is not greater than 7% of the number of Voting Shares or Convertible Securities offered to be purchased under the Lock-up Bid;

and for greater certainty, such Lock-up Agreement may contain a right of first refusal or require a period of delay to give the Offeror under the Lock-up Bid an opportunity to match the higher price, value or number in such other Take-over Bid or transaction, or other similar limitation on a Locked-up Person's right to withdraw Voting Shares and/or Convertible Securities from the Lock-up Agreement, so long as the limitation does not preclude the exercise by the Locked-up Person of the right to withdraw Voting Shares and/or Convertible Securities in sufficient time to deposit or tender to the other Take-over Bid or support the other transaction; and

(iii) no "**break-up**" fees, "**top-up**" fees, penalties, expenses or other amounts that exceed in the aggregate the greater of:

- (1) the cash equivalent of 2.5% of the price or value of the consideration payable under the Lock-up Bid to a Locked-up Person; and
- (2) 50% of the amount by which the price or value of the consideration payable under another Take-over Bid or other transaction to a Locked-up Person exceeds the price or value of the consideration that such Locked-up Person would have received under the Lock-up Bid,

shall be payable by a Locked-up Person pursuant to the Lock-up Agreement in the event that the Locked-up Bid is not successfully concluded or if any Locked-up Person fails to deposit or tender Voting Shares and/or Convertible Securities to the Lock-up Bid or withdraws Voting Shares and/or Convertible Securities previously deposited or tendered thereto in order to deposit or tender to another Take-over Bid or support another transaction;

nn) "**Person**" shall include any individual, firm, partnership, association, fund, trust, trustee, executor, administrator, personal or other legal representative, government, governmental entity or authority, body corporate, corporation, syndicate, organization or other organized group whether incorporated or unincorporated, or other entity;

oo) "**Pro Rata Acquisition**" means an acquisition by a Person of Voting Shares or Convertible Securities:

- (i) as a result of a stock dividend, a stock split or other event in respect of securities of the Corporation of one or more particular classes or series pursuant to which a Person becomes the Beneficial Owner of Voting Shares or Convertible Securities on the same pro rata basis as all other holders of securities of the particular class, classes or series (other than holders resident in a jurisdiction where a distribution of such securities is restricted or impracticable as a result of applicable law);
- (ii) pursuant to any regular dividend reinvestment plan or other plan made available by the Corporation to holders of its securities where such plan permits the holder to direct that some or all of: (A) dividends paid in respect of shares of any class of the Corporation, (B) proceeds of redemption of shares of the Corporation, (C) interest paid on evidences of indebtedness of the Corporation, or (D) optional cash payments be applied to the purchase from the Corporation of further securities of the Corporation; or (iii) as a result of any other event pursuant to which all holders of Voting Shares or Convertible Securities (other than holders resident in a jurisdiction where a distribution of such securities is restricted or impracticable as a result of applicable law) are entitled to receive Voting Shares or Convertible Securities of the same class or series, including pursuant to the receipt and/or exercise of rights (other than the Rights) issued by the Corporation and distributed to all of the holders of a series or class of Voting Shares or Convertible Securities on a pro rata basis to subscribe for or purchase Voting Shares or Convertible Securities, provided that such rights are acquired directly from the Corporation and not from any other Person, and provided further that such Person does not become the

Beneficial Owner of a greater percentage of Voting Shares than the percentage of Voting Shares Beneficially Owned by such Person immediately prior to such acquisition;

- pp) **"Record Date"** means March 4<sup>th</sup>, 2024;
- qq) **"Record Time"** means 5:00 p.m. (Toronto time) on the Record Date;
- rr) **"Redemption Price"** has the meaning attributed thereto in Subsection 5.1(a);
- ss) **"regular periodic cash dividends"** means cash dividends paid in any fiscal year of the Corporation to the extent that such cash dividends do not exceed, in the aggregate, the greatest of:
- (i) 200% of the aggregate amount of cash dividends declared payable by the Corporation on its Shares in its immediately preceding fiscal year;
  - (ii) 300% of the arithmetic mean of the aggregate amounts of the annual cash dividends declared payable by the Corporation on its Shares in its three immediately preceding fiscal years; and
  - (iii) 100% of the aggregate consolidated net income of the Corporation, before extraordinary items, for its immediately preceding fiscal year;
- tt) **"Rights"** means the herein described rights to purchase Shares and/or other securities pursuant to the terms and subject to the conditions set forth in this Agreement;
- uu) **"Rights Certificate"** means the certificate representing the Rights after the Separation Time, which shall be substantially in the form attached hereto as Attachment 1;
- vv) **"Rights Holders' Special Meeting"** means a meeting of Holders of Rights called by the Board of Directors for the purpose of approving a supplement, amendment, deletion, variation, restatement or rescission of any of the provisions of this Agreement and/or the Rights pursuant to Subsection 5.6(c);
- ww) **"Rights Register"** has the meaning attributed thereto in Subsection 2.6(a);
- xx) **"Securities Act"** means the *Securities Act* (Ontario) and the rules, instruments and regulations made thereunder, each as may be amended and in force from time to time, and any comparable successor laws, rules, instruments or regulations thereto;
- yy) **"Separation Time"** means the close of business on the tenth Trading Day after the earliest of:
- (i) the Stock Acquisition Date;
  - (ii) the date of the commencement of, or first public announcement of the intent of any Person (other than the Corporation or any Subsidiary of the Corporation) to make, a Take-over Bid (other than a Permitted Bid or a Competing Permitted Bid); and
  - (iii) the date on which a Permitted Bid or Competing Permitted Bid ceases to qualify as such;
- or such later date as may be determined by the Board of Directors in its sole discretion; provided, however, that if any Take-over Bid referred to in Clause (ii) of this definition or any Permitted Bid or Competing Permitted Bid referred to in Clause (iii) of this definition expires, is cancelled, terminated or otherwise withdrawn prior to the Separation Time, such Take-over Bid shall be deemed, for the purposes of this definition, never to have been made and provided, further, that if the application of Section 3.1 to a Flip-in Event has been waived pursuant to the provisions of Section 5.2, the Separation Time in respect of such Flip-in Event shall be deemed never to have occurred;
- zz) **"Shares"** means common shares in the capital of the Corporation and any other share of the Corporation into which such shares may be sub-divided, consolidated, re-classified or changed;
- aaa) **"Special Shareholders' Meeting"** means a special or annual meeting of holders of Shares called by the Board of Directors for, amongst other purposes, the purpose of approving a supplement, amendment, deletion, variation, restatement or rescission of any of the provisions of this Agreement and/or the Rights pursuant to Subsection 5.6(b);

bbb) **"Stock Acquisition Date"** means the first date of public announcement (which, for purposes of this definition, shall include, without limitation, a news release issued or report filed pursuant to the early warning requirements of NI 62103) by the Corporation or a Person of facts indicating that any Person has become an Acquiring Person

ccc) **"Subsidiary"**: a body corporate is a Subsidiary of another body corporate if:

- (i) it is controlled by (A) that other, or (B) that other and one or more bodies corporate, each of which is controlled by that other, or (C) two or more bodies corporate, each of which is controlled by that other, or
- (ii) it is a Subsidiary of a body corporate that is that other's Subsidiary;

ddd) **"Take-over Bid"** means an Offer to Acquire Voting Shares or Convertible Securities (or both) if, assuming that the Voting Shares or Convertible Securities that are the subject of the Offer to Acquire are acquired and are Beneficially Owned at the date of such Offer to Acquire by the Person making such Offer to Acquire, such Voting Shares (including Voting Shares that may be acquired by such Person upon conversion, exercise or exchange of Convertible Securities) together with the Offeror's Securities, would constitute in the aggregate 20% or more of the outstanding Voting Shares at the date of the Offer to Acquire;

eee) **"Trading Day"**, when used with respect to any securities, means a day on which the principal Canadian stock exchange on which such securities are listed or admitted to trading is open for the transaction of business or, if the securities are not listed or admitted to trading on any Canadian stock exchange, a Business Day;

fff) **"U.S. - Canadian Exchange Rate"** means, on any date:

- (i) if, on such date, the Bank of Canada publishes the daily average exchange rate for such date for the conversion of one United States dollar into Canadian dollars, such rate; or
- (ii) in any other case, the rate for such date for the conversion of one United States dollar into Canadian dollars calculated in such manner as may be determined by the Board of Directors from time to time acting in good faith; and

ggg) **"Voting Shares"** means, collectively, the Shares of the Corporation and any other shares of capital stock or voting interests of the Corporation entitled to one or multiple voting rights generally in the election of all directors of the Corporation.

## 1.2 **Currency**

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada, unless otherwise specified.

## 1.3 **Headings and Interpretation**

The division of this Agreement into Articles, Sections, Subsections, Clauses and Sub-clauses and the insertion of headings, subheadings and a table of contents are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. For the purposes of this Agreement, the words "including" or "include" are deemed to mean "including without limitation" or "include without limitation".

## 1.4 **Number and Gender**

Wherever the context so requires, terms used herein importing the singular number only shall include the plural and vice-versa and words importing only one gender shall include all others.

## 1.5 **Calculation of Number and Percentage of Beneficial Ownership of Outstanding Voting Shares**

For purposes of this Agreement, the percentage of Voting Shares Beneficially Owned by any Person shall be and be deemed to be the product determined by the formula:

$$100 \times A/B$$

Where:

A = the number of votes for the election of all directors generally attaching to the Voting

Shares Beneficially Owned by such Person; and

B = the number of votes for the election of all directors generally attaching to all outstanding Voting Shares.

Where any Person is deemed to Beneficially Own unissued Voting Shares which may be acquired pursuant to Convertible Securities, such Voting Shares shall be deemed to be outstanding for the purpose of calculating the percentage of Voting Shares Beneficially Owned by such Person in both the numerator and the denominator above, but no other unissued Voting Shares which may be acquired pursuant to any other outstanding Convertible Securities shall, for the purposes of that calculation, be deemed to be outstanding.

#### **1.6 Acting Jointly or in Concert**

For purposes of this Agreement, a Person is acting jointly or in concert with another Person if such first-mentioned Person has any agreement, arrangement or understanding (whether formal or informal and whether or not in writing) with such other Person or any of such other Person's Affiliates or Associates to acquire or make an Offer to Acquire any Voting Shares or Convertible Securities (other than (i) customary agreements with and between underwriters and/or banking group members and/or selling group members with respect to a distribution of securities pursuant to prospectus or by way of private placement, and (ii) pledges or hypothecations of securities granted as security in the ordinary course of business of the pledgee or hypothecatee).

#### **1.7 Statutory References**

Unless the context otherwise requires or except as expressly provided herein, any reference herein to a specific part, section, subsection, clause or rule of any statute or regulation shall refer to the same as it exists on the date hereof.

## **ARTICLE 2 – THE RIGHTS**

#### **2.1 Issue of Rights and Legend on Shares Certificates**

(a) Ten Rights shall be issued at the Record Time in respect of each Share issued and outstanding at the Record Time, and ten Rights shall be issued in respect of each Share issued after the Record Time and prior to the earlier of the Separation Time and the Expiration Time.

(b) Certificates issued for Shares, including Shares issued upon the exercise, conversion or exchange of Convertible Securities, after the Record Time but prior to the close of business on the earlier of the Separation Time and the Expiration Time shall evidence ten Rights for each Share represented thereby and shall have impressed on, printed on, written on or otherwise affixed to them a legend in substantially the following form:

*Until the Separation Time (as defined in the Rights Agreement referred to below), this certificate also evidences and entitles the holder hereof to certain Rights as set forth in the Shareholder Rights Plan Agreement dated as of the 4<sup>th</sup> day of March, 2024, as may be amended and restated from time to time (the "Rights Agreement"), between CISCORP CORP. (the "Corporation") and TSX Trust Company, as Rights Agent, the terms of which are hereby incorporated herein by reference and a copy of which is on file and may be inspected during normal business hours at the principal executive offices of the Corporation. In certain circumstances set forth in the Rights Agreement, such Rights may be amended, may be redeemed, may expire, may become null and void, or may become exercisable and will thereafter be evidenced by separate certificates and no longer be evidenced by this certificate. The Corporation will mail or arrange for the mailing of a copy of the Rights Agreement to the holder of this certificate without charge as soon as is reasonably practicable after the receipt of a written request therefor.*

Certificates representing Shares that are issued and outstanding as at the Record Time shall evidence ten Rights for each Share evidenced thereby notwithstanding the absence of the foregoing legend until the earlier of the Separation Time and the Expiration Time.

(c) Registered holders of Shares who have not received a share certificate and are entitled to do so on the earlier of the Separation Time and the Expiration Time shall be entitled to Rights as if such certificates had been issued and such Rights shall for all purposes hereof be evidenced by the corresponding entries on the Corporation's securities registers for the Shares.

(d) Any Shares issued and registered in Book Entry Form after the Record Time but prior to the close of business on the earlier of the Separation Time and the Expiration Time shall evidence, in addition to such Shares, ten Right for each Share represented by such registration and the registration record of such Shares shall include the legend provided for in Subsection 2.1(a). Shares registered in Book Entry Form that are issued and outstanding as at the Record Time, which as at the Effective Date represent Shares, shall also evidence ten Rights for each Share evidenced thereby, notwithstanding the absence of the afore-mentioned legend, until the close of business on the earlier of the Separation Time and the Expiration Time.

## **2.2 Initial Exercise Price, Exercise of Rights and Detachment of Rights**

(a) Subject to adjustment as provided herein, each Right will entitle the Holder thereof, after the Separation Time and prior to the Expiration Time, to purchase, for the Exercise Price as at the Business Day immediately preceding the date of exercise of the Right, one Share (which Exercise Price and number of Shares are subject to adjustment as set forth herein). Notwithstanding any other provision of this Agreement, any Rights Beneficially Owned by the Corporation or any of its Subsidiaries shall be void.

(b) Until the Separation Time, (i) the Rights shall not be exercisable and no Right may be exercised, and (ii) for administrative purposes, each Right will be evidenced by the certificates for the associated Share registered in the name of the holder thereof (which certificate shall also be deemed to be a Rights Certificate) or by the Book Entry Form registration for the associated Share and will be transferable only together with, and will be transferred by a transfer of, such associated Share.

(c) From and after the Separation Time and prior to the Expiration Time, the Rights shall be exercisable and the registration and transfer of the Rights shall be separate from and independent of the Shares. Promptly following the Separation Time, the Corporation will determine whether it wishes to issue Rights Certificates or whether it will maintain the Rights in Book Entry Form. In the event the Corporation determines to maintain the Rights in Book Entry Form, it will put in place such alternative procedures as are directed by the Rights Agent for the Rights to be maintained in Book Entry Form (the "**Book Entry Rights Exercise Procedures**"), it being hereby acknowledged that such procedures shall, to the greatest extent possible, replicate in all substantive respects the procedures set out in this Agreement with respect to the exercise of the Rights Certificates and the procedures set out in this Agreement shall be modified only to the extent necessary, as determined by the Rights Agent, to permit the Corporation to maintain the Rights in Book Entry Form. In such event, the Book Entry Rights Exercise Procedures shall be deemed to replace the procedures set out in this Agreement with respect to the exercise of Rights and all provisions of this Agreement referring to Rights Certificates shall be applicable to Rights registered in Book Entry Form in like manner as to Rights in certificated form.

In the event that the Corporation determines to issue Rights Certificates, it will prepare and the Rights Agent will mail to each holder of record of Shares as of the Separation Time and, in respect of each Convertible Security converted into or exchanged or exercised for Shares after the Separation Time and prior to the Expiration Time, promptly after such conversion, exchange or exercise to the holder so converting, exchanging or exercising (other than an Acquiring Person and, in respect of any Rights Beneficially Owned by such Acquiring Person which are not held of record by such Acquiring Person, the holder of record of such Rights (a "**Nominee**")), at such holder's address as shown on the records of the Corporation (the Corporation hereby agreeing to furnish copies of such records to the Rights Agent for this purpose),

- (i) a Rights Certificate in substantially the form of Attachment 1 hereto, appropriately completed, representing the number of Rights held by such Holder at the Separation Time and having such marks of identification or designation and such legends, summaries or endorsements printed thereon as the Corporation may deem appropriate and as are not inconsistent with the provisions of this Agreement, or as may be required to comply with any law, rule, regulation or judicial or administrative order or with any rule or regulation made pursuant thereto or with any rule or regulation of any self-regulatory organization, stock exchange or quotation system on which the Rights may from time to time be listed or admitted to trading, or to conform to standard usage; and
- (ii) a disclosure statement prepared by or on behalf of the Corporation describing the Rights.

For greater certainty, a Nominee shall be sent the materials provided for in Clauses (i) and (ii) in respect of all Shares held of record by it which are not Beneficially Owned by an Acquiring Person. In order for the Corporation to determine whether any Person is holding Shares which are Beneficially Owned by another Person, the Corporation may require such first mentioned Person to furnish it with such information and documentation as the Corporation considers necessary or advisable in order to make such determination.

(d) Rights may be exercised in whole or in part on any Business Day after the Separation Time and prior to the Expiration Time by submitting to the Rights Agent, at its principal office in the city of Toronto or any other office of the Rights Agent or Co-Rights Agent in the cities designated from time to time for that purpose by the Corporation with the approval of the Rights Agent:



- (i) the Rights Certificate evidencing such Rights;
- (ii) an election to exercise such Rights (an "**Election to Exercise**") substantially in the form attached to the Rights Certificate or in the form determined appropriate for Rights in Book Entry Form, in either case appropriately completed and duly executed by the Holder or his executors or administrators or other personal representatives or his or their legal attorney duly appointed by an instrument in writing in form and executed in a manner satisfactory to the Rights Agent; and
- (iii) payment by certified cheque, banker's draft or money order payable to or to the order of the Rights Agent, of a sum equal to the Exercise Price multiplied by the number of Rights being exercised and a sum sufficient to cover any transfer tax or charge which may be payable in respect of any transfer involved in the transfer or delivery of Rights Certificates or the issuance or delivery of certificates for Shares in a name other than that of the Holder of the Rights being exercised.

(e) In the event that the Corporation determines to issue Rights Certificates, then upon receipt of a Rights Certificate, accompanied by an Election to Exercise appropriately completed and duly exercised in accordance with Clause 2.2(d)(ii) that does not indicate that such Right is null and void as provided by Subsection 3.1(b) and by payment as set forth in Clause 2.2(d)(iii), the Rights Agent (unless otherwise instructed in writing by the Corporation in the event that the Corporation is of the opinion that the Rights cannot be exercised in accordance with this Agreement) will thereupon promptly:

- (i) requisition the transfer agent to register, in the name of the Holder of the Rights being exercised or in such other name or names as may be designated by such Holder, certificates (or if Shares are then issued and registered in Book Entry Form, registration in Book Entry Form) representing the number of Shares to be purchased (the Corporation hereby irrevocably authorizing its transfer agent to comply with all such requisitions);
- (ii) after receipt from the transfer agent of any certificates or confirmation of Book Entry Form registration referred to in Clause 2.2(e)(i), deliver such certificates or confirmation of such Book Entry Form registration to or upon the order of the registered holder of such Rights Certificate, registered in such name or names as may be designated by such Holder;
- (iii) when appropriate, requisition from the Corporation the amount of cash to be paid in lieu of issuing fractional Shares;
- (iv) when appropriate, after receipt, deliver such cash (less any amounts required to be withheld) by way of cheque to or to the order of the registered holder of the Rights Certificate; and
- (v) tender to the Corporation all payments received on exercise of the Rights.

(f) In case the Holder of any Rights shall exercise less than all the Rights evidenced by such Holder's Rights Certificate, a new Rights Certificate evidencing the Rights remaining unexercised will be issued by the Rights Agent to such Holder or to such Holder's duly authorized assigns.

(g) The Corporation covenants and agrees that it will:

- (i) take all such action as may be necessary and within its power to ensure that all Shares delivered upon exercise of Rights shall, at the time of delivery of the certificates for such shares or registration in Book Entry Form of such shares (subject to payment of the Exercise Price), be duly and validly authorized, executed, issued and delivered and fully paid and non-assessable;
- (ii) take all such action as may be necessary and within its power to comply with any applicable requirements of the OBCA, the Securities Act, the securities laws or comparable legislation of each of the other provinces and territories of Canada and any other applicable law, rule or regulation, in connection with the issuance and delivery of the Rights Certificates and the issuance of any Shares upon exercise of Rights;
- (iii) on or before the issuance thereof, use reasonable efforts to cause all Shares issued upon exercise of Rights to be listed or admitted to trading upon issuance on the principal exchange or exchanges on which the Shares are then listed or admitted to trading at that time;
- (iv) if required, cause to be reserved and kept available out of its authorized and unissued Shares, the number of Shares that, as provided in this Agreement, will from time to time be sufficient to permit the exercise in full of all outstanding Rights; and

- (v) pay when due and payable any and all Canadian and United States federal, provincial and state transfer taxes (not including any tax in the nature of income or capital gains taxes of the Holder or exercising Holder or any liability of the Corporation to withhold tax) and charges which may be payable in respect of the original issuance or delivery of the Rights Certificates, or certificates for Shares or registration in Book Entry Form of Shares to be issued upon exercise of any Rights, provided that the Corporation shall not be required to pay any transfer tax or charge which may be payable in respect of the transfer or delivery of Rights Certificates or the issuance or delivery of certificates for Shares or registration in Book Entry Form of Shares in a name other than that of the Holder of the Rights being transferred or exercised.

### 2.3 Adjustments to Exercise Price; Number of Rights

(a) The Exercise Price, the number and kind of securities subject to purchase upon exercise of each Right and the number of Rights outstanding are subject to adjustment from time to time as provided in this Section 2.3 and in Subsection 3.1(a).

(b) In the event the Corporation shall at any time after the Record Time and prior to the Expiration Time:

- (i) declare or pay a dividend on the Shares payable in Shares (or other securities exchangeable for or convertible into or carrying a right to purchase Shares or other securities of the Corporation) other than (A) pursuant to any regular dividend reinvestment plan of the Corporation providing for the acquisition of Shares, or (B) the issue of Shares (or other securities exchangeable for or convertible into or carrying a right to acquire Shares or other securities of the Corporation) to holders of Shares in lieu of but not in an amount which exceeds the value of regular periodic cash dividends;
- (ii) subdivide or change the then outstanding Shares into a greater number of Shares;
- (iii) consolidate or change the then outstanding Shares into a smaller number of Shares; or
- (iv) issue any Shares (or other securities exchangeable for or convertible into or carrying a right to purchase Shares or other securities of the Corporation) in respect of, in lieu of or in exchange for existing Shares except as otherwise provided in this Section 2.3;

the Exercise Price and the number of Rights outstanding (or, if the payment or effective date therefor occurs after the Separation Time, the securities purchasable on exercise of Rights) shall be adjusted in the following manner.

If the Exercise Price and the number of Rights are to be adjusted:

(A) the Exercise Price in effect after such adjustment will be equal to the Exercise Price in effect immediately prior to such adjustment divided by the number of Shares (or other securities of the Corporation) (the "Expansion Factor") that a holder of one Share immediately prior to such dividend, subdivision, consolidation, change or issuance would hold thereafter as a result thereof; and

(B) each Right held prior to such adjustment will become that number of Rights equal to the Expansion Factor, and the adjusted number of Rights will be deemed to be allocated among the Shares with respect to which the original Rights were associated (if they remain outstanding) and the securities of the Corporation issued in respect of such dividend, subdivision, consolidation, change or issuance, so that each such Share (or other security of the Corporation) will have exactly ten Rights associated with it in effect following the payment or effective date of the event referred to in Clause 2.3(b)(i), 2.3(b)(ii), 2.3(b)(iii) or 2.3(b)(iv), as the case may be.

For greater certainty, if the securities purchasable upon exercise of Rights are to be adjusted, the securities purchasable upon exercise of each Right after such adjustment will be the securities that a holder of the securities purchasable upon exercise of ten Rights immediately prior to such dividend, subdivision, consolidation, change or issuance would hold thereafter as a result of such dividend, subdivision, consolidation, change or issuance.

Adjustments pursuant to this Subsection 2.3(b) shall be made successively whenever an event referred to in this Subsection 2.3(b) occurs.

(c) In the event the Corporation shall at any time after the Record Time and prior to the Expiration Time fix a record date for the issuance of rights, options or warrants to all holders of Shares entitling them (for a period expiring within 45 calendar days after such record date) to subscribe for or purchase Shares, shares having the same rights, privileges, restrictions and conditions as Shares ("**equivalent Shares**"), or securities convertible into or exchangeable for or carrying a right to purchase Shares or equivalent Shares at a price per Share or per equivalent Share (or, if a security convertible into or exchangeable for or carrying a right to purchase Shares or equivalent Shares, having a conversion, exchange or exercise price, including the price required to

be paid to purchase such convertible or exchangeable security or right per share) less than 90% of the Market Price per Share on the second Trading Day immediately preceding such record date, the Exercise Price to be in effect after such record date shall be determined by multiplying the Exercise Price in effect immediately prior to such record date by a fraction:

- (i) the numerator of which shall be the number of Shares outstanding on such record date, plus the number of Shares that the aggregate offering price of the total number of Shares and/or equivalent Shares so to be offered (and/or the aggregate initial conversion, exchange or exercise price of the convertible or exchangeable securities or rights so to be offered, including the price required to be paid to purchase such convertible or exchangeable securities or rights) would purchase at such Market Price per Share; and
- (ii) the denominator of which shall be the number of Shares outstanding on such record date, plus the number of additional Shares and/or equivalent Shares to be offered for subscription or purchase (or into which the convertible or exchangeable securities or rights so to be offered are initially convertible, exchangeable or exercisable).

In case such subscription price may be paid by delivery of consideration, part or all of which may be in a form other than cash, the value of such consideration shall be as determined in good faith by the Board of Directors, whose determination shall be described in a statement filed with the Rights Agent and shall be binding on the Rights Agent and the Holders of Rights. Such adjustment shall be made successively whenever such a record date is fixed, and in the event that such rights, options or warrants are not so issued, or if issued, are not exercised prior to the expiration thereof, the Exercise Price shall be readjusted to the Exercise Price which would have been in effect if such record date had not been fixed, or to the Exercise Price which would be in effect based upon the number of Shares, equivalent Shares or Convertible Securities into or exchangeable or exercisable for Shares actually issued upon the exercise of such rights, options or warrants, as the case may be.

For the purposes of this Agreement, the granting of the right to purchase Shares (whether from treasury or otherwise) pursuant to a dividend reinvestment plan or any employee benefit, stock option or similar plans shall be deemed not to constitute an issue of rights, options or warrants by the Corporation; provided, however, that, in all such cases, the right to purchase Shares is at a price per share of not less than 90% of the current market price per share (determined as provided in such plans) of the Shares.

(d) In the event the Corporation shall at any time after the Record Time and prior to the Expiration Time fix a record date for the making of a distribution to all holders of Shares (including any such distribution made in connection with a merger in which the Corporation is the continuing corporation or an amalgamation) of evidences of indebtedness or assets, including cash (other than a regular periodic cash dividend or a dividend paid in Shares, but including any dividend payable in securities other than Shares), or subscription rights, options or warrants (excluding those referred to in Subsection 2.3(c)) at a price per Share that is less than 90% of the Market Price per Share on the second Trading Day immediately preceding such record date, the Exercise Price in respect of the Rights to be in effect after such record date shall be determined by multiplying the Exercise Price in respect of the Rights in effect immediately prior to such record date by a fraction:

- (i) the numerator of which shall be the Market Price per Share on such record date, less the fair market value (as determined in good faith by the Board of Directors, whose determination shall be described in a statement filed with the Rights Agent and shall be binding on the Rights Agent and the Holders of Rights), on a per share basis, of the portion of the evidences of indebtedness, cash, assets, subscription rights, options or warrants so to be distributed; and
- (ii) the denominator of which shall be such Market Price per Share.

Such adjustments shall be made successively whenever such a record date is fixed, and in the event that such a distribution is not so made, the Exercise Price shall be readjusted to be the Exercise Price which would have been in effect if such record date had not been fixed.

(e) Notwithstanding anything herein to the contrary, no adjustment in the Exercise Price shall be required unless such adjustment would require an increase or decrease of at least 1% in the Exercise Price; provided, however, that any adjustments which by reason of this Subsection 2.3(e) are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All calculations under Section 2.3 shall be made to the nearest cent or to the nearest ten-thousandth of a Share or Right. Notwithstanding the first sentence of this Subsection 2.3(e), any adjustment required by this Section 2.3 shall be made no later than the Expiration Time.

(f) In the event the Corporation shall at any time after the Record Time and prior to the Expiration Time issue any securities of the Corporation (other than Shares), or rights, options or warrants to subscribe for or purchase any such securities of the Corporation, or securities convertible into or exchangeable for or carrying a right to purchase any such securities of the Corporation, in a transaction referred to in Clause 2.3(b)(ii) or (iv), if the Board of Directors acting in good faith determines that the adjustments contemplated by Subsection 2.3(b) in connection with such transaction will not appropriately protect the interests of

the Holders of Rights, the Board of Directors acting in good faith may determine what other adjustments to the Exercise Price, number of Rights and/or securities purchasable upon exercise of Rights would be appropriate and, notwithstanding Subsection 2.3(b), such adjustments, rather than the adjustments contemplated by Subsection 2.3(b), shall be made. The Corporation and the Rights Agent shall have authority, with such prior approval of the holders of the Shares or the Holders of Rights as may be required to amend this Agreement in accordance with Section 5.6 and subject to receipt of all necessary approvals of the securities exchanges on which the Shares are at the relevant time listed or approved to trading, to amend this Agreement as appropriate to provide for such adjustments.

(g) Unless the Corporation shall have exercised its election as provided in Subsection 2.3(h), upon each adjustment of an Exercise Price as a result of the calculations made in Subsections 2.3(c) and 2.3(d), each Right outstanding immediately prior to the making of such adjustment shall thereafter evidence the right to purchase, at the adjusted Exercise Price, that number of Shares, as the case may be (calculated to the nearest one ten-thousandth), obtained by:

- (i) multiplying:
  - (A) the number of such Shares which would have been issuable upon the exercise of a Right immediately prior to this adjustment; by
  - (B) the relevant Exercise Price in effect immediately prior to such adjustment of the relevant Exercise Price; and
- (ii) dividing the product so obtained by the relevant Exercise Price in effect immediately after such adjustment of the relevant Exercise Price.

(h) The Corporation may elect on or after the date of any adjustment of an Exercise Price to adjust the number of Rights, in lieu of any adjustment in the number of Shares purchasable upon the exercise of a Right. Each of the Rights outstanding after the adjustment in the number of Rights shall be exercisable for the number of Shares for which such a Right was exercisable immediately prior to such adjustment. Each Right held of record prior to such adjustment of the number of Rights shall become that number of Rights (calculated to the nearest one ten-thousandth) obtained by dividing the relevant Exercise Price in effect immediately prior to adjustment of the relevant Exercise Price by the relevant Exercise Price in effect immediately after adjustment of the relevant Exercise Price. The Corporation shall make a public announcement of its election to adjust the number of Rights, indicating the record date for the adjustment, and, if known at the time, the amount of the adjustment to be made. This record date may be the date on which the relevant Exercise Price is adjusted or any day thereafter, but, if the Rights Certificates have been issued, shall be at least 10 days later than the date of the public announcement. If Rights Certificates have been issued, upon each adjustment of the number of Rights pursuant to this Subsection 2.3(h), the Corporation shall, as promptly as is practicable, cause to be distributed to holders of record of Rights Certificates on such record date, Rights Certificates evidencing, subject to Section 5.7, the additional Rights to which such holders shall be entitled as a result of such adjustment, or, at the option of the Corporation, shall cause to be distributed to such holders of record in substitution and replacement for the Rights Certificates held by such holders prior to the date of adjustment, and upon surrender thereof, if required by the Corporation, new Rights Certificates evidencing all the Rights to which such holders shall be entitled after such adjustment. Rights Certificates to be so distributed shall be issued, executed and countersigned in the manner provided for herein and may bear, at the option of the Corporation, the relevant adjusted Exercise Price and shall be registered in the names of holders of record of Rights Certificates on the record date specified in the public announcement.

(i) Each Right originally issued by the Corporation subsequent to any adjustment made to the Exercise Price hereunder shall evidence the right to purchase, at the adjusted Exercise Price, the number of Shares purchasable from time to time hereunder upon exercise of a Right immediately prior to such issue, all subject to further adjustment as provided herein.

(j) If as a result of an adjustment made pursuant to this Section 2.3, the holder of any Right thereafter exercised shall become entitled to receive any securities other than Shares, thereafter the number of such other securities so receivable upon exercise of any Right and the applicable Exercise Price thereof shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as is practicable to the provisions with respect to the Shares contained in this Section 2.3, and the provisions of this Agreement with respect to the Shares shall apply on like terms to any such other securities.

(k) Irrespective of any adjustment or change in the Exercise Price or the number of Shares issuable upon the exercise of the Rights, the Rights Certificate theretofore and thereafter issued may continue to express the Exercise Price per Share and the number of Shares which were expressed in the initial Rights Certificates issued hereunder.

(l) In any case in which this Section 2.3 shall require that an adjustment in the Exercise Price be made effective as of a record date for a specified event, the Corporation may elect to defer until the occurrence of such event the issuance to the Holder of any Right exercised after such record date of the number of Shares and other securities of the Corporation, if any, issuable upon such exercise over and above the number of Shares and other securities of the Corporation, if any, issuable upon such exercise on the basis of the Exercise Price in effect prior to such adjustment; provided, however, that the Corporation shall

deliver to such Holder a due bill or other appropriate instrument evidencing such Holder's right to receive such additional Shares (fractional or otherwise) or other securities upon the occurrence of the event requiring such adjustment.

(m) Notwithstanding anything in this Section 2.3 to the contrary, the Corporation shall be entitled to make such reductions in the Exercise Price, in addition to those adjustments expressly required by this Section 2.3, as and to the extent that in its good faith judgment the Board of Directors shall determine to be advisable in order that any (i) consolidation or subdivision of Shares, (ii) issuance wholly for cash of any Share or securities that by their terms are convertible into or exchangeable for Shares, (iii) stock dividends, or (iv) issuance of rights, options or warrants referred to in this Section 2.3, hereafter made by the Corporation to holders of its Shares, shall not be taxable to such shareholders.

(n) Whenever an adjustment to the Exercise Price or a change in the securities purchasable upon exercise of the Rights is made at any time after the Separation Time pursuant to this Section 2.3, the Corporation shall promptly:

- (i) file with the Rights Agent and with the transfer agent for the Shares a certificate specifying the particulars of such adjustment or change; and
- (ii) give, or cause the Rights Agent to give, notice of the particulars of such adjustment or change to Holders of the Rights who request a copy;

provided that failure to file such certificate or cause such notice to be given as aforesaid, or any defect therein, shall not affect the validity of any such adjustment or change.

#### **2.4 Date on Which Exercise is Effective**

Each Person in whose name any certificate for Shares or other securities is issued or a registration in Book Entry Form for Shares or other securities is made upon the exercise of Rights shall for all purposes be deemed to have become the holder of record of the Shares or other securities represented thereby or therein on, and such certificate or registration shall be dated, the date upon which the Rights Certificate evidencing such Rights was duly surrendered in accordance with Subsection 2.2(d) (together with a duly completed and executed Election to Exercise) and payment of the Exercise Price for such Rights (and any applicable transfer taxes and other governmental charges payable by the exercising Holder hereunder) was made; provided, however, that if the date of such surrender and payment is a date upon which the applicable securities transfer books of the Corporation are closed, such Person shall be deemed to have become the record holder of such shares or other securities on, and such certificate or registration shall be dated, the next succeeding Business Day on which the applicable securities transfer books of the Corporation are open.

#### **2.5 Execution, Authentication, Delivery and Dating of Right Certificates**

Rights will be evidenced, in the case of Rights in Book Entry Form, by a statement issued under the Rights Agent's direct registration system or, alternatively, if the Corporation determines to issue Rights Certificates, by the following procedures:

- (a) The Rights Certificates shall be executed on behalf of the Corporation by any two of its officers or directors, provided that at the time of such execution none of such officer or director, any Affiliate or Associate of such officer or director or any Person with whom such officer or director or any such Affiliate or Associate is acting jointly or in concert has commenced or publicly announced an intention to commence a Take-over Bid. The signature of any officers or directors on the Rights Certificates may be manual or facsimile or electronic. Rights Certificates bearing the manual or facsimile or electronic signatures of individuals who were at any time the proper officers or directors of the Corporation shall bind the Corporation, notwithstanding that such individuals or any of them have ceased to hold such offices prior to or after the countersignature and delivery of such Rights Certificates.
- (b) Promptly after the Corporation learns of the Separation Time, the Corporation will notify the Rights Agent in writing of such Separation Time and will deliver Rights Certificates executed by the Corporation to the Rights Agent for countersignature, and the Rights Agent shall countersign (in a manner satisfactory to the Corporation) and send such Rights Certificates to the Holders of the Rights pursuant to Subsection 2.2(d). No Rights Certificate shall be valid for any purpose until countersigned by the Rights Agent as aforesaid.
- (c) Each Rights Certificate shall be dated the date of countersignature thereof.

#### **2.6 Registration, Registration of Transfer and Exchange**

(a) After the Separation Time, the Corporation will cause to be kept a register (the "Rights Register") in which, subject to such reasonable regulations as it may prescribe, the Corporation will provide for the registration and transfer of Rights. The Rights Agent is hereby appointed "Rights Registrar" for the purpose of maintaining the Rights Register for the Corporation

and registering Rights and transfers of Rights as herein provided. In the event that the Rights Agent shall cease to be the Rights Registrar, the Rights Agent will have the right to examine the Rights Register at all reasonable times.

After the Separation Time and prior to the Expiration Time, upon surrender for registration of transfer or exchange of any Rights Certificate, and subject to the provisions of Subsection 2.6(c) and the other provisions of this Agreement, the Corporation will execute, and the Rights Agent will countersign and deliver, in the name of the Holder or the designated transferee or transferees as required pursuant to the Holder's instructions, one or more new Rights Certificates evidencing the same aggregate number of Rights as did the Rights Certificates so surrendered. Alternatively, in the case of the exercise of Rights in Book Entry Form, the Rights Agent shall provide the Holder or designated transferee or transferees with one or more statements issued under the Rights Agent's direct registration system evidencing the same aggregate number of Rights as did the direct registration system's records for the Rights transferred or exchanged.

(b) All Rights issued upon any registration of transfer or exchange of Rights Certificates shall be valid obligations of the Corporation, and such Rights shall be entitled to the same benefits under this Agreement as the Rights surrendered upon such registration of transfer or exchange.

(c) Every Rights Certificate surrendered for registration of transfer or exchange shall be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Corporation or the Rights Agent, as the case may be, duly executed by the Holder thereof or such Holder's attorney duly authorized in writing. As a condition to the issuance of any new Rights Certificate under this Section 2.6, the Corporation may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Rights Agent) connected therewith.

(d) The Corporation shall not be required to register the transfer or exchange of any Rights after the Rights have been terminated pursuant to the provisions of this Agreement.

## **2.7 Mutilated, Destroyed, Lost and Stolen Rights Certificates**

(a) If any mutilated Rights Certificate is surrendered to the Rights Agent prior to the Expiration Time, the Corporation shall execute and the Rights Agent shall countersign and deliver in exchange therefor a new Rights Certificate evidencing the same number of Rights as did the Rights Certificate so surrendered.

(b) If there shall be delivered to the Corporation and the Rights Agent prior to the Expiration Time (i) evidence to their reasonable satisfaction of the destruction, loss or theft of any Rights Certificate and (ii) such security and indemnity as may be required by each of them in their sole discretion to save each of them and any of their agents harmless, then, in the absence of notice to the Corporation or the Rights Agent that such Rights Certificate has been acquired by a bona fide purchaser, the Corporation shall execute and upon its request the Rights Agent shall countersign and deliver, in lieu of any such destroyed, lost or stolen Rights Certificate, a new Rights Certificate evidencing the same number of Rights as did the Rights Certificate so destroyed, lost or stolen.

(c) As a condition to the issuance of any new Rights Certificate under this Section 2.7, the Corporation may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Rights Agent) connected therewith.

(d) Every new Rights Certificate issued pursuant to this Section 2.7 in lieu of any destroyed, lost or stolen Rights Certificate shall evidence a contractual obligation of the Corporation, whether or not the destroyed, lost or stolen Rights Certificate shall be at any time enforceable by anyone, and shall entitle the Holder of the Rights to all the benefits of this Agreement equally and proportionately with any and all other Rights duly issued by the Corporation hereunder.

## **2.8 Persons Deemed Owners**

Prior to due presentment of a Rights Certificate (or, prior to the Separation Time, the associated Share certificate) for registration of transfer, the Corporation, the Rights Agent and any agent of the Corporation or the Rights Agent may deem and treat the Person in whose name a Rights Certificate (or, prior to the Separation Time, the associated Share certificate, or if no certificate evidences the Share registration, the Person in whose name the Share registration is made) is registered as the absolute owner thereof and of the Rights evidenced thereby for all purposes whatsoever.

## **2.9 Delivery and Cancellation of Certificates**

All Rights Certificates surrendered upon exercise or for redemption or for registration of transfer or exchange shall, if surrendered to any Person other than the Rights Agent, be delivered to the Rights Agent and, in any case, shall be promptly cancelled by the Rights Agent. The Corporation may at any time deliver to the Rights Agent for cancellation any Rights Certificates previously countersigned and delivered hereunder which the Corporation may have acquired in any manner whatsoever, and all

Rights Certificates so delivered shall be promptly cancelled by the Rights Agent. No Rights Certificate shall be countersigned in lieu of or in exchange for any Rights Certificates cancelled as provided in this Section 2.9, except as expressly permitted by this Agreement. The Rights Agent shall, subject to applicable laws, destroy all cancelled Rights Certificates and deliver a certificate of destruction to the Corporation on request by the Corporation.

## **2.10 Agreement of Rights Holders**

Every Holder of Rights, by accepting such Rights, becomes a party to this Agreement and for greater certainty is bound by the provisions herein and consents and agrees with the Corporation and the Rights Agent and with every other Holder of Rights that:

- (a) such Holder shall be bound by and subject to the provisions of this Agreement, as amended from time to time in accordance with the terms hereof, in respect of all Rights held;
- (b) prior to the Separation Time, each Right will be transferable only together with, and will be transferred by a transfer of, the associated Share certificate representing such Right;
- (c) after the Separation Time, the Rights Certificates will be transferable only on the Rights Register as provided herein;
- (d) prior to due presentment of a Rights Certificate (or, prior to the Separation Time, the associated Share certificate, or if no certificate evidences the Share registration, the Person in whose name the Share registration is made) for registration of transfer or exchange, the Corporation, the Rights Agent and any agent of the Corporation or the Rights Agent may deem and treat the Person in whose name the Rights Certificate (or, prior to the Separation Time, the associated Share certificate, or if no certificate evidences the Share registration, the Person in whose name the Share registration is made) is registered as the absolute owner thereof and of the Rights evidenced thereby (notwithstanding any notations of ownership or writing on such Rights Certificate or the associated Share certificate made by anyone other than the Corporation or the Rights Agent) for all purposes whatsoever, and neither the Corporation nor the Rights Agent shall be affected by any notice to the contrary;
- (e) such Holder is not entitled and has waived his right to receive any fractional Rights or any fractional Shares upon exercise of a Right (except as provided herein);
- (f) subject to the provisions of Section 5.6, without the approval of any Holder of Rights or Shares and upon the sole authority of the Board of Directors, this Agreement may be supplemented or amended from time to time as provided herein; and
- (g) notwithstanding anything in this Agreement to the contrary, neither the Corporation nor the Rights Agent shall have any liability to any Holder of a Right or any other Person, or be held in breach of this Agreement, as a result of its inability to perform any of its obligations under this Agreement by reason of a preliminary or permanent injunction or other order, decree, ruling or decision issued or made by a court of competent jurisdiction or by a governmental, regulatory or administrative agency or commission, or a stock exchange, or any statute, rule, regulation or executive order promulgated or enacted by any governmental authority, delaying, prohibiting or otherwise restraining performance of such obligation, and any performance times provided for in this Agreement shall be extended for a period of time equivalent to the time lost because of any delay in performance that is excusable under this Subsection.

## **2.11 Rights Certificate Holder Not Deemed a Shareholder**

No Holder, as such, of any Rights or Rights Certificate shall be entitled to vote, receive dividends or be deemed for any purpose whatsoever to be the holder of any Share or any other share or security of the Corporation which may at any time be issuable on the exercise of the Rights represented thereby, nor shall anything contained herein or in any Rights Certificate be construed or deemed to confer upon the Holder of any Right or Rights Certificate, as such, any of the rights, title, benefits or privileges of a holder of Shares or any other shares or securities or assets of the Corporation or any right to vote at any meeting of shareholders of the Corporation whether for the election of directors or otherwise or upon any matter submitted to holders of shares of the Corporation at any meeting thereof, or to give or withhold consent to any action of the Corporation, or to receive notice of any meeting or other action affecting any holder of Shares or any other shares or securities or assets of the Corporation except as expressly provided herein, or to receive dividends, distributions or subscription rights, or otherwise, until such Rights shall have been duly exercised in accordance with the terms and provisions hereof.

## ARTICLE 3 – ADJUSTMENTS TO THE RIGHTS IN THE EVENT OF A FLIP-IN EVENT

### 3.1 Flip-in Event

(a) Subject to Subsection 3.1(b) and Sections 5.1 and 5.2, in the event that prior to the Expiration Time a Flip-in Event shall occur, the Corporation shall take such action as shall be necessary to ensure and provide within 10 Business Days of the Stock Acquisition Date, or such longer period as may be required to satisfy all applicable requirements of the Securities Act and the securities laws or comparable legislation of each of the other provinces and territories of Canada and, if applicable, of the United States of America and each of the states thereof, that, except as provided below, each Right shall thereafter constitute the right to purchase from the Corporation, upon exercise thereof in accordance with the terms hereof, one Share at the Adjusted Exercise Price (such right to be appropriately adjusted in a manner analogous to the applicable adjustment provided for in Section 2.3, without duplication, in the event that after such date of occurrence, an event of a type analogous to any of the events described in Section 2.3 shall have occurred with respect to such Shares).

(b) Notwithstanding anything in this Agreement to the contrary, upon the occurrence of a Flip-in Event, any Rights that are or were Beneficially Owned on or after the earlier of the Separation Time and the Stock Acquisition Date by:

- (i) an Acquiring Person (or any Affiliate or Associate of an Acquiring Person or any Person acting jointly or in concert with an Acquiring Person or an Affiliate or Associate of an Acquiring Person); or
- (ii) a transferee or other successor in title, direct or indirect, of Rights held by an Acquiring Person (or any Affiliate or Associate of an Acquiring Person or any Person acting jointly or in concert with an Acquiring Person or an Affiliate or Associate of an Acquiring Person), whether or not for consideration, in a transfer that the Board of Directors has determined is part of a plan, arrangement, understanding or scheme of an Acquiring Person (or any Affiliate or Associate of an Acquiring Person or any Person acting jointly or in concert with an Acquiring Person or an Affiliate or Associate of an Acquiring Person), that has the purpose or effect of avoiding Clause 3.1(b)(i),

shall become null and void without any further action, and any Holder of such Rights (including transferees or other successors in title) shall thereafter have no right to exercise such Rights under any provision of this Agreement and further shall thereafter not have any other rights whatsoever with respect to such Rights, whether under any provision of this Agreement or otherwise. The Holder of any Rights represented by a Rights Certificate which is submitted to the Rights Agent upon exercise or for registration of transfer or exchange which does not contain the necessary certifications set forth in the Rights Certificate establishing that such Rights are not void under this Subsection 3.1(b) shall be deemed to be an Acquiring Person for the purposes of this Subsection 3.1(b) and such Rights shall be null and void.

(c) From and after the Separation Time, the Corporation shall do all such acts and things as shall be necessary and within its power to ensure compliance with the provisions of this Section 3.1, including all such acts and things as may be required to satisfy the requirements of the OBCA, the Securities Act and the securities laws or comparable legislation of each of the other provinces and territories of Canada and, if applicable, of the United States of America and each of the states thereof in respect of the issue of Shares upon the exercise of Rights in accordance with this Agreement.

(d) Any Rights Certificate that represents Rights Beneficially Owned by a Person described in either Clause 3.1(b)(i) or (ii) or transferred to any nominee of any such Person, and any Rights Certificate issued upon transfer, exchange, replacement or adjustment of any other Rights Certificate referred to in this sentence, shall contain the following legend:

*The Rights represented by this Rights Certificate were Beneficially Owned by a Person who was an Acquiring Person or who was an Affiliate or Associate of an Acquiring Person (as such terms are defined in the Rights Agreement) or was acting jointly or in concert with an Acquiring Person or an Affiliate or Associate of an Acquiring Person. This Rights Certificate and the Rights represented hereby are void or shall become void in the circumstances specified in Subsection 3.1(b) of the Rights Agreement.*

provided, however, that the Rights Agent shall not be under any responsibility to ascertain the existence of facts that would require the imposition of such legend but shall impose such legend only if instructed to do so by the Corporation in writing or if a Holder fails to certify upon transfer or exchange in the space provided on the Rights Certificate that such Holder is not a Person described in such legend. The issuance of a Rights Certificate without the legend referred to in this Subsection 3.1(d) shall be of no effect on the provisions of Subsection 3.1(b).



## ARTICLE 4 – THE RIGHTS AGENT

### 4.1 General

(a) The Corporation hereby appoints the Rights Agent to act as agent for the Corporation and the Holders of the Rights in accordance with the terms and conditions hereof, and the Rights Agent hereby accepts such appointment. The Corporation may from time to time appoint one or more co-rights agents (“**Co-Rights Agents**”) as it may deem necessary or desirable, subject to the prior written approval of the Rights Agent. In the event the Corporation appoints one or more Co-Rights Agents, the respective duties of the Rights Agent and Co-Rights Agents shall be as the Corporation may determine with the written approval of the Rights Agent and the Co-Rights Agents. The Corporation agrees to pay to the Rights Agent reasonable compensation for all services rendered by it hereunder and, from time to time, on demand of the Rights Agent, its reasonable expenses and counsel fees and other disbursements incurred in the administration and execution of this Agreement and the exercise and performance of its duties hereunder (including the reasonable fees and disbursements of any expert or advisor retained by the Rights Agent with the prior approval of the Corporation, such approval not to be unreasonably withheld). The Corporation also agrees to indemnify the Rights Agent and its directors, officers, employees, Affiliates and agents for, and to hold them harmless against, any loss, liability, cost, claim, action, damage, suit or expense, incurred without gross negligence, bad faith or wilful misconduct on the part of the Rights Agent, its officers, directors, employees, Affiliates and agents, which may at any time be suffered by, imposed on, incurred by or asserted against the Rights Agent, its officers, directors, employees, Affiliates and agents, whether groundless or otherwise, howsoever arising directly or indirectly for anything done, suffered or omitted by the Rights Agent in connection with the acceptance, execution and administration of this Agreement and the exercise and performance of its duties hereunder, including the costs and expenses of defending against any claim of liability. Notwithstanding any other provision of this Agreement, this right to indemnification will survive the termination of this Agreement on the resignation or removal of the Rights Agent. In the event of any disagreement arising regarding the terms of this Agreement, the Rights Agent shall be entitled, at its option, to refuse to comply with any and all demands whatsoever until the dispute is settled either by written agreement between the parties to this Agreement or by a court of competent jurisdiction.

(b) The Rights Agent shall be protected from and shall incur no liability for or in respect of any action taken, suffered or omitted by it in connection with its administration of this Agreement in reliance upon any Share registration confirmed in writing by the transfer agent for the Corporation, any certificate or other evidence of ownership for Shares or any Rights Certificate or certificate or other evidence of ownership for other securities of the Corporation, instrument of assignment or transfer, power of attorney, endorsement, affidavit, letter, notice, direction, consent, certificate, opinion, statement, or other paper or document believed by it to be genuine and to be signed, executed and, where necessary, verified or acknowledged by the proper Person or Persons. The Rights Agent need not investigate any fact or matter stated in any such document, but it may, in its discretion, make such further inquiry or investigation into such facts or matters as it may see fit.

(c) The Corporation will inform the Rights Agent in a reasonably timely manner of events which may materially affect the administration of this Agreement by the Rights Agent, and at any time, upon request, shall provide to the Rights Agent an incumbency certificate with respect to the then current directors and officers of the Corporation, provided that failure to inform the Rights Agent of any such events, or any defect therein, shall not affect the validity of any action taken hereunder in relation to such events.

(d) None of the provisions of this Agreement shall require the Rights Agent to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

### 4.2 Merger or Amalgamation or Change of Name of Rights Agent

(a) Any corporation into which the Rights Agent or any successor Rights Agent may be merged or amalgamated or with which it may be consolidated, or any corporation resulting from any merger, amalgamation, statutory arrangement or consolidation to which the Rights Agent or any successor Rights Agent is a party, or any corporation succeeding to the shareholder or stockholder services business of the Rights Agent or any successor Rights Agent, will be the successor to the Rights Agent under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties hereto, provided that such corporation would be eligible for appointment as a successor Rights Agent under the provisions of Section 4.4. In case at the time such successor Rights Agent succeeds to the agency created by this Agreement any of the Rights Certificates have been countersigned but not delivered, any such successor Rights Agent may adopt the countersignature of the predecessor Rights Agent and deliver such Rights Certificates so countersigned; and in case at that time any of the Rights Certificates have not been countersigned, any successor Rights Agent may countersign such Rights Certificates either in the name of the predecessor Rights Agent or in the name of the successor Rights Agent; and in all such cases such Rights Certificates will have the full force provided in the Rights Certificates and in this Agreement.

(b) In case at any time the name of the Rights Agent is changed and at such time any of the Rights Certificates shall have been countersigned but not delivered, the Rights Agent may adopt the countersignature under its prior name and deliver Rights Certificates so countersigned; and in case at that time any of the Rights Certificates shall not have been

countersigned, the Rights Agent may countersign such Rights Certificates either in its prior name or in its changed name; and in all such cases such Rights Certificates shall have the full force provided in the Rights Certificates and in this Agreement.

#### **4.3 Duties of Rights Agent**

The Rights Agent undertakes the duties and obligations imposed by this Agreement upon the following terms and conditions, by all of which the Corporation and the Holders of Rights Certificates, by their acceptance thereof, shall be bound:

- (a) The Rights Agent shall retain the right not to act and shall not be liable for refusing to act if, due to a lack of information, instructions or for any other reason whatsoever, the Rights Agent, in its sole judgment, acting reasonably, determines that such act is conflicting with or contrary to the terms of this Agreement or the law or regulation of any jurisdiction or any order or directive of any court, governmental agency or other regulatory body.
- (b) The Rights Agent, at the expense of the Corporation, may retain and consult with legal counsel (who may be legal counsel for the Corporation) and the opinion of such counsel will be full and complete authorization and protection to the Rights Agent as to any action taken or omitted by it in good faith and in accordance with such opinion; the Rights Agent may also, with the approval of the Corporation (where such approval may reasonably be obtained and such approval not be unreasonably withheld), retain and consult with such other experts or advisors as the Rights Agent shall consider necessary or appropriate to properly determine and carry out the duties and obligations imposed under this Agreement (at the Corporation's expense) and the Rights Agent shall be entitled to act and rely, and shall be protected in so acting and relying, in good faith on the advice of any such expert or advisor. The Corporation and the Rights Agent shall agree on the choice of the legal counsel and the expenses that may occur from it before retaining any legal counsel.
- (c) Whenever in the performance of its duties under this Agreement the Rights Agent deems it necessary or desirable that any fact or matter be proved or established by the Corporation prior to taking or suffering any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed by a person believed by the Rights Agent to be an officer or a director of the Corporation and delivered to the Rights Agent; and such certificate will be full authorization to the Rights Agent for any action taken or suffered in good faith by it under the provisions of this Agreement in reliance upon such certificate.
- (d) Nothing in this Agreement shall be construed as relieving the Rights Agent from liability for its own gross negligence, bad faith or wilful misconduct.
- (e) The Rights Agent will not be liable for or by reason of any of the statements of fact or recitals contained in this Agreement or in the certificates for Shares or the Rights Certificates (except its countersignature thereof) or be required to verify the same, but all such statements and recitals are and will be deemed to have been made by the Corporation only.
- (f) Notwithstanding any other provision of this Agreement, and whether such losses or damages are foreseeable or unforeseeable, the Rights Agent shall not be liable under any circumstances whatsoever for any (i) breach by any other party of securities laws or other rules of any securities regulatory authority, (ii) lost profits or (iii) special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages. Any liability of the Rights Agent shall be limited in the aggregate to an amount equal to the fee paid by the Corporation to the Rights Agent pursuant to this Agreement. Notwithstanding any other provision of this Agreement, this provision will survive the termination of this Agreement on the resignation or removal of the Rights Agent.
- (g) The Rights Agent will not be under any responsibility in respect of the validity of this Agreement or the execution and delivery hereof (except the due authorization, execution and delivery hereof by the Rights Agent) or in respect of the validity or execution of any Share certificate or Rights Certificate (except its countersignature thereof); nor will it be responsible for any breach by the Corporation of any covenant or condition contained in this Agreement or in any Rights Certificate; nor will it be responsible for any change in the exercisability of the Rights (including the Rights becoming void pursuant to Subsection 3.1(b)) or any adjustment required under the provisions of Section 2.3 hereof or responsible for the manner, method or amount of any such adjustment or the ascertaining of the existence of facts that would require any such adjustment (except with respect to the exercise of Rights after receipt of the certificate contemplated by Section 2.3 hereof describing any such adjustment); nor will it by any act hereunder be deemed to make any representation or warranty as to the authorization of any Shares to be issued pursuant to this Agreement or any Rights or as to whether any Shares will, when issued, be duly and validly authorized, executed, issued and delivered and fully paid and non-assessable.

- (h) The Corporation agrees that it will perform, execute, acknowledge and deliver or cause to be performed, executed, acknowledged and delivered all such further and other acts, instruments and assurances as may reasonably be required by the Rights Agent for the carrying out or performing by the Rights Agent of the provisions of this Agreement.
- (i) The Rights Agent is hereby authorized and directed to accept instructions (including by e-mail) with respect to the performance of its duties hereunder from any person believed by the Rights Agent to be an officer or a director of the Corporation, or any Person expressly authorized in writing by any such individuals, and to apply to such persons for advice or instructions in connection with its duties, and it shall not be liable for any action taken, omitted or suffered by it in good faith in accordance with instructions of any such person. All such instructions shall, except where circumstances make it impracticable or the Rights Agent otherwise agrees, be given in writing (including by e-mail) and, where not in writing, such instructions will be confirmed in writing (including by e-mail) as soon as is reasonably practicable after the giving of such instructions.
- (j) The Rights Agent and any shareholder or stockholder, director, officer or employee of the Rights Agent may buy, sell or deal in Shares, Rights or other securities of the Corporation or become pecuniarily interested in any transaction in which the Corporation may be interested, or contract with or lend money to the Corporation or otherwise act as fully and freely as though it were not the Rights Agent under this Agreement. Nothing herein shall preclude the Rights Agent from acting in any other capacity for the Corporation or for any other legal entity.
- (k) The Rights Agent may execute and exercise any of the rights or powers hereby vested in it or perform any duty hereunder either itself or by or through its attorneys or agents, and the Rights Agent will not be answerable or accountable for any act, omission, default, neglect or misconduct of any such attorneys or agents or for any loss to the Corporation resulting from any such act, omission, default, neglect or misconduct, provided reasonable care was exercised in good faith in the selection and continued employment thereof.

#### **4.4 Change of Rights Agent**

The Rights Agent may resign and be discharged from its duties under this Agreement upon 60 days' notice (or such lesser notice as is acceptable to the Corporation) in writing mailed to the Corporation and to the transfer agent of Shares by registered or certified mail, and to the Holders of the Rights in accordance with Section 5.9 at the Corporation's expense. The Corporation may remove the Rights Agent upon 60 days' notice in writing, mailed to the Rights Agent and to the transfer agent of the Shares by registered or certified mail, and to the Holders of the Rights in accordance with Section 5.9. If the Rights Agent should resign or be removed or otherwise become incapable of acting, the Corporation will appoint a successor to the Rights Agent. If the Corporation fails to make such appointment within a period of 60 days after such removal or after it has been notified in writing of such resignation or incapacity by the resigning or incapacitated Rights Agent or by the Holder of any Rights (which Holder shall, with such notice, submit such Holder's Rights Certificate for inspection by the Corporation), then the outgoing Rights Agent or Holder of any Rights may apply to any court of competent jurisdiction for the appointment of a new Rights Agent at the Corporation's expense. Any successor Rights Agent, whether appointed by the Corporation or by such a court, shall be a corporation incorporated under the laws of Canada or a province thereof authorized to carry on the business of a trust company in the Province of Ontario. After appointment, the successor Rights Agent will be vested with the same powers, rights, duties and responsibilities as if it had been originally named as Rights Agent without further act or deed; but the predecessor Rights Agent, upon payment by the Corporation to the predecessor Rights Agent of all outstanding fees and expenses owed by the Corporation to the predecessor Rights Agent pursuant to this Agreement, shall deliver and transfer to the successor Rights Agent any property at the time held by it hereunder and execute and deliver any further assurance, conveyance, act or deed necessary for the purpose. Not later than the effective date of any such appointment, the Corporation will file notice thereof in writing with the predecessor Rights Agent and the transfer agent of the Shares, and mail or cause to be mailed a notice thereof in writing to the Holders of the Rights. Failure to give any notice provided for in this Section 4.4, however, or any defect therein, shall not affect the legality or validity of the resignation or removal of the Rights Agent or the appointment of the successor Rights Agent, as the case may be.

#### **4.5 Compliance with Anti-Money Laundering Legislation**

The Rights Agent shall retain the right not to act and shall not be liable for refusing to act if, due to a lack of information or for any other reason whatsoever, the Rights Agent reasonably determines that such an act might cause it to be in non-compliance with any applicable sanctions legislation or regulation or applicable anti-money laundering or anti-terrorist legislation, regulation or guideline, provided that the Rights Agent promptly notifies the Corporation of such determination together with the reasons therefor in accordance with Section 5.9 (to the extent not prohibited by the applicable sanctions legislation or regulation or the applicable anti-money laundering or anti-terrorist legislation, regulation or guideline, as the case may be). Further, should the Rights Agent reasonably determine at any time that its acting under this Agreement has resulted in it being in non-compliance with any applicable sanctions legislation or regulation or applicable anti-money laundering or anti-terrorist legislation, regulation or guideline, then it shall have the right to resign on 10 days' written notice to the Corporation, provided: (i) that the Rights Agent's written notice shall describe the circumstances of such non-compliance to the extent not prohibited by the

applicable sanctions legislation or regulation or the applicable anti-money laundering or anti-terrorist legislation, regulation or guideline, as the case may be; and (ii) that if such circumstances are rectified to the Rights Agent's satisfaction, acting reasonably, within such 10-day period, then such resignation shall not be effective.

#### **4.6 Privacy Provision**

The parties acknowledge that federal and/or provincial legislation that addresses the protection of individual's personal information (collectively, "**Privacy Laws**") applies to obligations and activities under this Agreement. Despite any other provision of this Agreement, neither party will take or direct any action in connection with this Agreement that would contravene, or cause the other to contravene, applicable Privacy Laws. The Corporation will, prior to transferring or causing to be transferred personal information to the Rights Agent, obtain and retain required consents of the relevant individuals to the collection, use and disclosure of their personal information, or will have determined that such consents either have previously been given upon which the parties can rely or are not required under the Privacy Laws. The Rights Agent will use commercially reasonable efforts to ensure that its services hereunder comply with Privacy Laws.

### **ARTICLE 5 – MISCELLANEOUS**

#### **5.1 Redemption and Termination of Rights**

(a) The Board of Directors may, with the prior approval of the holders of Voting Shares or the Holders of the Rights obtained in accordance with Subsection 5.3(a) or 5.3(b), as applicable, at any time prior to the occurrence of a Flip-in Event as to which the application of Section 3.1 has not been waived pursuant to Section 5.2, elect to redeem all but not less than all of the then outstanding Rights at a redemption price of \$0.00001 per Right, appropriately adjusted in a manner analogous to the applicable adjustment to the Exercise Price provided for in Section 2.3 if an event analogous to any of the events described in Section 2.3 shall have occurred (such redemption price being herein referred to as the "Redemption Price").

(b) If a Person acquires, pursuant to a Permitted Bid Acquisition or an Exempt Acquisition occurring under Subsection 5.2(b), outstanding Voting Shares and/or Convertible Securities, the Board of Directors shall, notwithstanding the provisions of Subsection 5.1(a), immediately upon such acquisition and without further formality, be deemed to have elected to redeem all of the Rights at the Redemption Price.

(c) Where a Take-over Bid that is not a Permitted Bid or Competing Permitted Bid expires, is terminated or is otherwise withdrawn after the Separation Time has occurred and prior to the occurrence of a Flip-in Event, the Board of Directors may elect to redeem all but not less than all of the then outstanding Rights at the Redemption Price.

(d) If the Board of Directors elects or is deemed to have elected to redeem the Rights and, in circumstances where Subsection 5.1(a) is applicable, the requisite approval is given by the holders of Voting Shares or Rights, as applicable, (i) the right to exercise the Rights will thereupon, without further action and without notice, terminate and the only right thereafter of the Holders of Rights shall be to receive the Redemption Price, and (ii) subject to Subsection 5.1(f), no further Rights shall thereafter be issued.

(e) Within 10 Business Days of the Board of Directors electing or having been deemed to have elected to redeem the Rights or, in circumstances where Subsection 5.1(a) is applicable, within 10 Business Days after the requisite approval is given by the holders of Voting Shares or Rights, as applicable, the Corporation shall give notice of redemption to the Holders of the outstanding Rights by mailing such notice to each such Holder at his last address as it appears upon the Rights Register or, prior to the Separation Time, on the register of Voting Shares maintained by the Corporation's transfer agent or transfer agents. Each such notice of redemption shall state the method by which the payment of the Redemption Price shall be made.

(f) Upon the Rights being redeemed pursuant to Subsection 5.1(c), all the provisions of this Agreement shall continue to apply as if the Separation Time had not occurred and Rights Certificates (or, if the Rights are maintained in Book Entry Form, confirmations of registration of Rights) representing the number of Rights held by each holder of record of Voting Shares as of the Separation Time had not been mailed to each such holder and, for all purposes of this Agreement, the Separation Time shall be deemed not to have occurred and Rights shall remain attached to the outstanding Voting Shares, subject to and in accordance with the provisions of this Agreement.

(g) The Corporation shall not be obligated to make a payment of the Redemption Price to any Holder of Rights unless the Holder is entitled to receive at least \$1.00 in respect of all Rights held by such Holder.

#### **5.2 Waiver of Flip-In Events**

(a) The Board of Directors may, with the prior approval of the holders of Voting Shares obtained in accordance with Subsection 5.3(a), at any time prior to the occurrence of a Flip-in Event that would occur by reason of an acquisition of Voting

Shares and/or Convertible Securities otherwise than in the circumstances described in Subsection 5.2(b) or 5.2(c), waive the application of Section 3.1 to such Flip-in Event by written notice delivered to the Rights Agent. In the event that the Board of Directors proposes such a waiver, the Board of Directors shall extend the Separation Time to a date subsequent to and not more than 10 Business Days following the meeting of shareholders called to approve such waiver.

(b) The Board of Directors may, at any time prior to the occurrence of a Flip-in Event that would occur by reason of a Take-over Bid made by means of a take-over bid circular sent to all holders of record of Voting Shares (which, for greater certainty, shall not include the circumstances described in Subsection 5.2(c)), waive the application of Section 3.1 to such Flip-in Event by written notice delivered to the Rights Agent; provided, however, that if the Board of Directors waives the application of Section 3.1 to such a Flip-in Event, the Board of Directors shall be deemed to have waived the application of Section 3.1 to any other Flip-in Event occurring by reason of any Take-over Bid which is made by means of a take-over bid circular sent to all holders of record of Voting Shares prior to the expiry, termination or withdrawal of any Take-over Bid in respect of which a waiver is, or is deemed to have been, granted under this Subsection 5.2(b).

(c) The Board of Directors may, by written notice delivered to the Rights Agent, waive the application of Section 3.1 in respect of the occurrence of a Flip-in Event if the Board of Directors has determined, following a Stock Acquisition Date and prior to the Separation Time, that a Person became an Acquiring Person by inadvertence and without any intention to become, or knowledge that it would become, an Acquiring Person under this Agreement and, in the event that such a waiver is granted by the Board of Directors, such Stock Acquisition Date shall be deemed not to have occurred; provided, however, that any such waiver pursuant to this Subsection 5.2(c) must be on the condition that such Person, within 30 days after the foregoing determination by the Board of Directors or such earlier or later date as the Board of Directors may determine (the "Disposition Date"), has reduced its Beneficial Ownership of Voting Shares such that the Person is no longer an Acquiring Person. If the Person remains an Acquiring Person at the close of business on the Disposition Date, the Disposition Date shall be deemed to be the date of occurrence of a further Stock Acquisition Date and Section 3.1 shall apply thereto.

(d) The Board of Directors may, prior to the close of business on the tenth Trading Day following a Stock Acquisition Date or such later Trading Day as the Board of Directors may from time to time determine, by written notice delivered to the Rights Agent, waive the application of Section 3.1 to the related Flip-in Event, provided that the Acquiring Person has reduced its Beneficial Ownership of Voting Shares (or has entered into a contractual arrangement with the Corporation or other undertaking, in form acceptable to the Board of Directors, to do so within 15 days of the date on which such contractual arrangement or other undertaking is entered into or such earlier or later date as the Board of Directors may determine) such that at the time the waiver becomes effective pursuant to this Subsection 5.2(d) such Person is no longer an Acquiring Person. In the event of such waiver becoming effective prior to the Separation Time, for the purposes of this Agreement, such Flip-in Event shall be deemed not to have occurred.

### **5.3 Approval**

(a) If a redemption of Rights pursuant to Subsection 5.1(a) or a waiver of a Flip-in Event pursuant to Subsection 5.2(a) is proposed at any time prior to the Separation Time, such redemption or waiver shall be submitted for approval to the holders of Voting Shares. Such approval shall be deemed to have been given if the redemption or waiver is approved by the affirmative vote of a majority of the votes cast by Independent Shareholders represented in person or by proxy at a meeting of such holders duly held in accordance with applicable laws and regulatory requirements and any requirements in the articles and/or by-laws of the Corporation applicable to meetings of holders of Shares.

(b) If a redemption of Rights pursuant to Subsection 5.1(a) is proposed at any time after the Separation Time, such redemption shall be submitted for approval to the Holders of Rights. Such approval shall be deemed to have been given if the redemption is approved by the affirmative vote of a majority of the votes cast by Holders of Rights represented in person or by proxy and entitled to vote at a meeting of such Holders. For the purposes hereof, each outstanding Right (other than Rights which are Beneficially Owned by any Person referred to in Clauses (i) to (v) inclusive of the definition of Independent Shareholders or whose Rights have become null and void pursuant to Subsection 3.1(b)) shall be entitled to one vote, and the procedures for the calling, holding and conduct of the meeting shall, to the extent reasonably practicable, be those which are provided in the Corporation's articles and/or by-laws and in applicable laws and regulatory requirements with respect to meetings of shareholders of the Corporation, applied mutatis mutandis.

### **5.4 Expiration**

No Person shall have any rights whatsoever pursuant to or arising out of this Agreement or in respect of any Right after the Expiration Time, except the Rights Agent as specified in Subsection 4.1(a).

### **5.5 Issuance of New Rights Certificates**

Notwithstanding any of the provisions of this Agreement or of the Rights to the contrary, the Corporation may, at its option, issue new Rights Certificates evidencing Rights in such form as may be approved by the Board of Directors to reflect

any adjustment or change in the number or kind or class of shares purchasable upon exercise of Rights made in accordance with the provisions of this Agreement.

## **5.6 Supplements and Amendments**

(a) The Corporation may, at any time and from time to time, supplement or amend any of the provisions of this Agreement and/or the Rights without the consent of any holders of Shares or Holders of Rights in order to correct any clerical or typographical error or, subject to Subsection 5.6(f), as required to maintain the validity or effectiveness of this Agreement as a result of any change in any applicable legislation, rules or regulations thereunder.

(b) Subject to Subsection 5.6(a), the Corporation may, at any time before the Separation Time, with the prior consent of the holders of Shares obtained as set forth below, supplement, amend, delete, vary, restate or rescind any of the provisions of this Agreement and/or the Rights (whether or not such action would materially adversely affect the interests of the Holders of Rights generally). Such consent shall be deemed to have been given if provided by the holders of Shares at a Special Shareholders' Meeting, which Special Shareholders' Meeting shall be called and held in compliance with applicable laws and regulatory requirements and any requirements in the articles and/or by-laws of the Corporation applicable to meetings of holders of Shares. Subject to compliance with any requirements imposed as aforesaid, consent shall be given if the proposed supplement, amendment, deletion, variation, restatement or rescission is approved by the affirmative vote of a majority of the votes cast by all holders of Shares (other than any such holder who does not qualify as an Independent Shareholder with respect to all Shares Beneficially Owned by such Person), represented in person or by proxy at the Special Shareholders' Meeting.

(c) Subject to Subsection 5.6(a), the Corporation may, at any time after the Separation Time and before the Expiration Time, with the prior consent of the Holders of Rights obtained as set forth below, supplement, amend, delete, vary, restate or rescind any of the provisions of this Agreement and/or the Rights (whether or not such action would materially adversely affect the interests of the Holders of Rights generally). Such consent shall be deemed to have been given if provided by the Holders of Rights at a Rights Holders' Special Meeting, which Rights Holders' Special Meeting shall be called and held in compliance with applicable laws and regulatory requirements and, to the extent reasonably practicable, with the requirements in the articles and/or by-laws of the Corporation applicable to meetings of holders of Shares, applied *mutatis mutandis*. Subject to compliance with any of the requirements imposed as aforesaid, consent shall be given if the proposed supplement, amendment, deletion, variation, restatement or rescission is approved by the affirmative vote of a majority of the votes cast by Holders of Rights (other than Holders of Rights whose Rights have become null and void pursuant to Subsection 3.1(b)), represented in person or by proxy at the Rights Holders' Special Meeting.

(d) Notwithstanding anything in this Section 5.6 to the contrary, no such supplement, amendment, deletion, variation, restatement or rescission shall be made to the provisions of Article 4 except with the written concurrence of the Rights Agent to such supplement, amendment, deletion, variation, restatement or rescission.

(e) The Corporation shall give notice in writing to the Rights Agent of any supplement, amendment, deletion, variation, restatement or rescission to or of this Agreement pursuant to this Section 5.6 within five Business Days of the date of any such supplement, amendment, deletion, variation, restatement or rescission, provided that failure to give such notice, or any defect therein, shall not affect the validity of any such supplement, amendment, deletion, variation, restatement or rescission.

(f) Any supplement or amendment to this Agreement made by the Corporation pursuant to Subsection 5.6(a) to maintain the validity or effectiveness of this Agreement as a result of any change in applicable legislation, rules or regulations thereunder (a "**Rectifying Amendment**") shall:

- (i) if made prior to the Separation Time, be submitted to the holders of Shares for confirmation at the next meeting of such shareholders called by the Board of Directors and approved by the affirmative vote of a majority of the votes cast by all holders of Shares (other than any such holder who does not qualify as an Independent Shareholder with respect to all Shares Beneficially Owned by such Person), represented in person or by proxy at such meeting; or
- (ii) if made after the Separation Time, be submitted to the Holders of Rights for confirmation at a meeting called by the Board of Directors to be held (substantially in accordance with the requirements applicable to a Rights Holders' Special Meeting pursuant to Subsection 5.6(c)) on a date not later than the date of the next meeting of the holders of Shares called by the Board of Directors and approved by the affirmative vote of a majority of the votes cast by Holders of Rights (other than Holders of Rights whose Rights have become null and void pursuant to Subsection 3.1(b)), represented in person or by proxy at such meeting.

Any Rectifying Amendment shall be effective from the date of the resolution of the Board of Directors approving such Rectifying Amendment until it is confirmed or ceases to be effective (as provided for below) and, where such Rectifying Amendment is confirmed, it continues in force and effect in the form and on the terms so confirmed. If any such Rectifying

Amendment is not confirmed by the holders of Shares or the Holders of Rights, or is not submitted to the holders of Shares or the Holders of Rights for confirmation, as required by Clause (i) or (ii) above, then such Rectifying Amendment shall cease to be effective from and after the termination of the meeting at which the Rectifying Amendment failed to be confirmed or to which such Rectifying Amendment should have been but was not submitted for confirmation or from and after the date by which any such meeting should have been but was not held, as the case may be.

#### **5.7 Fractional Rights and Fractional Shares**

(a) The Corporation shall not be required in any circumstances to issue fractions of Rights or to distribute Rights Certificates (or, if the Rights are maintained in Book Entry Form, confirmation of registrations of Rights) which evidence fractional Rights. After the Separation Time, in lieu of issuing fractional Rights, the Corporation shall, subject to Subsection 3.1(b), pay to the Holders of Rights Certificates at the time such Rights are exercised as herein provided, an amount in cash equal to the same fraction of the Market Price of one whole Right that the fraction of a Right which would otherwise be issuable is of one whole Right.

(b) The Corporation shall not be required in any circumstances to issue fractional Shares upon exercise of the Rights or to distribute certificates which evidence fractional Shares or, if Shares are then issued and registered in Book Entry Form, to register fractional Shares in Book Entry Form. In lieu of issuing fractional Shares, the Corporation shall, subject to Subsection 3.1(b), pay to the registered Holders of Rights Certificates at the time such Rights are exercised as herein provided, an amount in cash equal to the same fraction of the Market Price of one whole Share that the fraction of a Share which would otherwise be issuable upon exercise of such Right is of one whole Share at the date of such exercise.

(c) The Rights Agent shall have no obligation to make any payments in lieu of issuing fractions of Rights or Shares pursuant to Subsection 5.7(a) or 5.7(b), respectively, unless and until the Corporation shall have provided to the Rights Agent the amount of cash to be paid in lieu of issuing such fractional Rights or Shares, as the case may be.

#### **5.8 Rights of Action**

Subject to the terms of this Agreement, all rights of action in respect of this Agreement, other than rights of action vested solely in the Rights Agent, are vested in the respective registered Holders of the Rights. Any registered Holder of any Rights, without the consent of the Rights Agent or of the registered Holder of any other Rights, may, on such Holder's own behalf and for such Holder's own benefit and the benefit of other Holders of Rights enforce, and may institute and maintain any suit, action or proceeding against the Corporation to enforce, or otherwise act in respect of, such Holder's right to exercise such Holder's Rights in the manner provided in such Holder's Rights Certificate and in this Agreement. Without limiting the foregoing or any remedies available to the Holders of Rights, it is specifically acknowledged that the Holders of Rights would not have an adequate remedy at law for any breach of this Agreement and will be entitled to specific performance of the obligations under, and injunctive relief against actual or threatened violations of the obligations of any Person subject to, this Agreement.

#### **5.9 Notices**

(a) Notices or demands authorized or required by this Agreement to be given or made by the Rights Agent or by the Holder of any Rights to or on the Corporation shall be sufficiently given or made if delivered or sent by registered or certified mail, postage prepaid, addressed (until another address is filed in writing with the Rights Agent), or sent by facsimile or other form of recorded electronic communication, charges prepaid and confirmed in writing, as follows:

Ciscom Corp.  
20 Bay Street  
Suite 1110  
Toronto, Ontario M5J 2N8

Attention: Michel Pepin  
Facsimile: (416) 352-5094  
E-mail: mpepin@ciscomcorp.com

(b) Any notice or demand authorized or required by this Agreement to be given or made by the Corporation or by a Holder of Rights to or on the Rights Agent shall be sufficiently given or made if delivered or sent by registered or certified mail, postage prepaid, addressed (until another address is filed in writing with the Corporation), or sent by facsimile or other form of recorded electronic communication, charges prepaid and confirmed in writing, as follows:

TSX Trust Company  
100 Adelaide Street West  
Suite 301  
Toronto, Ontario M5H 4H1

Attention: Vice-President, Corporate Trust Services  
Facsimile: (416) 361-0470

(c) Notices or demands authorized or required by this Agreement to be given or made by the Corporation or the Rights Agent to or on any Holder of Rights shall be sufficiently given or made if delivered or sent by registered or certified mail, postage prepaid, addressed to such Holder at the address of such Holder as it appears upon the Rights Register or, prior to the Separation Time, on the registry books of the transfer agent for the Shares. Any notice which is mailed in the manner herein provided shall be deemed given, whether or not the Holder receives the notice.

(d) Any notice given or made in accordance with this Section 5.9 shall be deemed to have been given and to have been received on the day of delivery, if so delivered; on the third Business Day (excluding each day during which there exists any general interruption of postal service due to strike, lockout or other cause) following the mailing thereof, if so mailed; and on the day of facsimile transmission or sending of the same by other means of recorded electronic communication (provided such sending is during the normal business hours of the addressee on a Business Day and if not, on the first Business Day thereafter). Each of the Corporation and the Rights Agent may from time to time change its address for notice by notice to the other given in the manner aforesaid.

#### **5.10 Notice of Proposed Actions**

If the Corporation proposes after the Separation Time and before the Expiration Time to effect the liquidation, dissolution or winding up of the Corporation or the sale of all or substantially all of the Corporation's assets, then, in each such case, the Corporation will give to each Holder of a Right, in accordance with Section 5.9, a notice of such proposed action. The notice shall specify the date on which such liquidation, dissolution, winding up or sale is to take place, and such notice must be so given not less than 20 Business Days prior to the date of taking of such proposed action.

#### **5.11 Costs of Enforcement**

The Corporation agrees that if the Corporation or any other Person the securities of which are purchasable upon exercise of Rights fails to fulfil any of its obligations pursuant to this Agreement, then the Corporation or such Person will reimburse the Holder of any Rights for the costs and expenses (including reasonable legal fees) incurred by such Holder in actions to enforce his rights pursuant to any Rights or this Agreement.

#### **5.12 Benefits of this Agreement**

Nothing in this Agreement shall be construed to give to any Person other than the Corporation, the Rights Agent and the Holders of the Rights any legal or equitable right, remedy or claim under this Agreement; and this Agreement shall be for the sole and exclusive benefit of the Corporation, the Rights Agent and the Holders of the Rights.

#### **5.13 Governing Law and Jurisdiction**

This Agreement and each Right issued hereunder shall be deemed to be a contract made under the laws of the Province of Ontario and Federal laws of Canada applicable therein. For all purposes this Agreement shall be governed by and construed in accordance with the laws of such province applicable to contracts to be made and performed entirely within such province.

#### **5.14 Language**

The parties to this Agreement have agreed that this Agreement as well as any document or instrument relating to it be drawn up in English only. *Les parties aux présentes ont convenu que la présente Convention ainsi que tous autres actes ou documents s'y rattachant soient rédigés en anglais seulement.*

#### **5.15 Severability**

If any Section, Subsection, Clause, Sub-clause, term or provision hereof or the application thereof to any circumstance or any right hereunder shall, in any jurisdiction and to any extent, be invalid or unenforceable, such Section, Subsection, Clause, Sub-clause, term or provision or such right shall be ineffective only as to such jurisdiction and to the extent of such invalidity or unenforceability in such jurisdiction without invalidating or rendering unenforceable or ineffective the remaining Sections, Subsections, Clauses, Sub-clauses, terms and provisions hereof or rights hereunder in such jurisdiction or the application of such Section, Subsection, Clause, Sub-clause, term or provision or rights hereunder in any other jurisdiction or to circumstances other than those as to which it is specifically held invalid or unenforceable.



#### **5.16 Effective Date**

This Agreement shall be effective and in full force and effect in accordance with its terms from and after March 4<sup>th</sup>, 2024 (the “Effective Date”).

#### **5.17 Reconfirmation**

This Agreement must be reconfirmed by the holders of Shares by a resolution passed by a majority of the votes cast by all holders of Shares (other than any such holder who does not qualify as an Independent Shareholder with respect to all Shares Beneficially Owned by such Person) voting in respect of such resolution, represented in person or by proxy, at the annual meeting of shareholders of the Corporation to be held in 2024 and every third annual meeting of shareholders of the Corporation thereafter. If this Agreement is not so reconfirmed at any such annual meeting, this Agreement and all outstanding Rights shall terminate and be void and of no further force and effect as of the close of business on the date of termination of the annual meeting; provided that termination shall not occur if a Flip-in Event has occurred (other than a Flip-in Event in respect of which the application of Section 3.1 has been waived pursuant to Section 5.2) prior to the date upon which this Agreement would otherwise terminate pursuant to this Section 5.17.

#### **5.18 Determinations and Actions by the Board of Directors**

All actions, calculations, interpretations and determinations (including all omissions with respect to the foregoing) which are done or made by the Board of Directors in good faith for the purposes of this Agreement (i) may be relied on by the Rights Agent (and for the purposes of such reliance by the Rights Agent, the good faith of the Board of Directors shall be presumed), and (ii) shall not subject the Board of Directors or any director of the Corporation to any liability to the Holders of the Rights.

#### **5.19 Fiduciary Duties of the Board of Directors**

Without limiting the generality of the foregoing, nothing contained herein shall be construed to suggest or imply that the Board of Directors shall not be entitled to recommend that holders of Voting Shares and/or Convertible Securities reject or accept any Take-over Bid or take any other action (including the commencement, prosecution, defence or settlement of any litigation and the submission of additional or alternative Take-over Bids or other proposals to the holders of the Voting Shares and/or Convertible Securities with respect to any Take-over Bid or otherwise) that the Board of Directors believes is necessary or appropriate in the exercise of its fiduciary duties.

#### **5.20 Regulatory Approvals**

Any obligation of the Corporation or action or event contemplated by this Agreement shall be subject to the receipt of any requisite approval or consent from any governmental or regulatory authority, including any necessary approvals of any stock exchange on which the Shares are listed.

#### **5.21 Declaration as to Non-Canadian Holders**

If, in the opinion of the Board of Directors (who may rely upon the advice of legal counsel), any action or event contemplated by this Agreement would require compliance by the Corporation with the securities laws or comparable legislation of a jurisdiction outside Canada, the Board of Directors acting in good faith may take such actions as it may deem appropriate to ensure that such compliance is not required, including establishing procedures for the issuance to a Canadian resident fiduciary of Rights or securities issuable on exercise of Rights, the holding thereof in trust for the Persons entitled thereto and the sale thereof and remittance of the proceeds of such sale (if any) to the Persons entitled thereto. In no event shall the Corporation or the Rights Agent be required to issue or deliver Rights or securities issuable on exercise of Rights to Persons who are citizens, residents or nationals of any jurisdiction other than Canada, in which such issue or delivery would be unlawful without registration or other qualification of the relevant Persons or securities for such purposes under the applicable laws of such jurisdiction.

#### **5.22 Time of the Essence**

Time shall be of the essence in this Agreement.

#### **5.23 Successors**

All the covenants and provisions of this Agreement by or for the benefit of the Corporation or the Rights Agent shall bind and enure to the benefit of their respective successors and assigns hereunder.

**5.24 Execution in Counterparts**

This Agreement may be executed (including electronically) in any number of counterparts and may be delivered in PDF format by email; each of such counterparts shall, upon execution and delivery, for all purposes be deemed to be an original; and all such counterparts shall together constitute one and the same instrument.

**5.25 Force Majeure**

No party shall be liable to the other, or held in breach of this Agreement, if prevented, hindered, or delayed in the performance or observance of any provision contained herein by reason of act of God, riots, terrorism, acts of war, pandemics, epidemics, governmental action or judicial order, earthquakes, or any other similar causes (including, but not limited to, mechanical, electronic or communication interruptions, disruptions or failures). Performance times under this Agreement shall be extended for a period of time equivalent to the time lost because of any delay that is excusable under this Section 5.25.

[The remainder of this page has been intentionally left blank.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**CISCOM CORP.**

Per:           "Michel Pepin"          

Name: Michel Pepin

Title: Chief Financial Officer

Per:           "Paul Gaynor"          

Name: Paul Gaynor

Title: Chair of the Board

**TSX TRUST COMPANY**

Per:           "Nirosan Vinayakamoorthy"          

Name: Nirosan Vinayakamoorthy

Title: Corporate Trust Officer

Per:           "Sumit Khanna"          

Name: Sumit Khanna

Title: Corporate Trust Officer

**ATTACHMENT 1**

[FORM OF RIGHTS CERTIFICATE]

*RIGHTS CERTIFICATE*

Certificate No. \_\_\_\_\_

\_\_\_\_\_ Rights

THE RIGHTS ARE SUBJECT TO REDEMPTION OR TERMINATION ON THE TERMS SET FORTH IN THE RIGHTS AGREEMENT. UNDER CERTAIN CIRCUMSTANCES (SPECIFIED IN SUBSECTION 3.1(b) OF THE RIGHTS AGREEMENT), RIGHTS BENEFICIALLY OWNED BY AN ACQUIRING PERSON OR CERTAIN RELATED PARTIES, OR TRANSFEREES OF AN ACQUIRING PERSON OR CERTAIN RELATED PARTIES, MAY BECOME VOID WITHOUT ANY FURTHER ACTION.

This certifies that \_\_\_\_\_, or registered assigns, is the registered holder of the number of Rights set forth above, each of which entitles the registered holder thereof, subject to the terms, provisions and conditions of the Shareholder Rights Plan Agreement dated as of the 4<sup>th</sup> day of March, 2024, (the "Rights Agreement") between CISCOM CORP., a corporation existing under the laws of Ontario, (the "Corporation") and TSX Trust Company, a corporation existing under the laws of Canada, as rights agent (the "Rights Agent", which term shall include any successor Rights Agent under the Rights Agreement) to purchase from the Corporation at any time after the Separation Time (as such term is defined in the Rights Agreement) and prior to the Expiration Time (as such term is defined in the Rights Agreement), one fully paid and non-assessable Share of the Corporation (a "Share") at the Exercise Price referred to below, upon presentation and surrender of this Rights Certificate together with the Form of Election to Exercise duly executed and submitted to the Rights Agent at its principal office in the city of Toronto. Until adjustment thereof in certain events as provided in the Rights Agreement, the Exercise Price shall be: (i) until the Separation Time (as such term is defined in the Rights Agreement), an amount equal to three times the Market Price (as such term is defined in the Rights Agreement), from time to time, per Share; and (ii) from and after the Separation Time, an amount equal to three times the Market Price, as at the Separation Time, per Share.

In certain circumstances described in the Rights Agreement, the number of Shares which each Right entitles the registered holder thereof to purchase shall be adjusted as provided in the Rights Agreement.

This Rights Certificate is subject to all of the terms, provisions and conditions of the Rights Agreement, which terms, provisions and conditions are hereby incorporated herein by reference and made a part hereof and to which Rights Agreement reference is hereby made for a full description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Rights Agent, the Corporation and the holders of the Rights. Copies of the Rights Agreement are on file at the registered office of the Corporation and are available upon written request.

This Rights Certificate, with or without other Rights Certificates, upon surrender at any of the offices of the Rights Agent designated for such purpose, may be exchanged for another Rights Certificate or Rights Certificates of like tenor and date evidencing an aggregate number of Rights entitling the holder to purchase a like aggregate number of Shares as the Rights evidenced by the Rights Certificate or Rights Certificates surrendered. If this Rights Certificate shall be exercised in part, the registered holder shall be entitled to receive, upon surrender hereof, another Rights Certificate or Rights Certificates for the number of whole Rights not exercised.

Subject to the provisions of the Rights Agreement, the Rights evidenced by this Rights Certificate may be, and under certain circumstances are required to be, redeemed by the Corporation at a redemption price of \$0.00001 per Right, rounded down to nearest whole cent for each holder of Rights.

No fractional Shares will be issued upon the exercise of any Right or Rights evidenced hereby, but in lieu thereof, a payment by cheque will be made, as provided in the Rights Agreement.

No holder of this Rights Certificate, as such, shall be entitled to vote, receive dividends or be deemed for any purpose the holder of Shares or of any other securities of the Corporation which may at any time be issuable upon the exercise hereof, nor shall anything contained in the Rights Agreement or herein be construed to confer upon the holder hereof, any of the rights of a shareholder of the Corporation or any right to vote for the election of directors or upon any matter submitted to shareholders of the Corporation at any meeting thereof, or to give or withhold consent to any corporate action, or to receive notice of meetings or other actions affecting shareholders of the Corporation (except as provided in the Rights Agreement), or to receive dividends, distributions or subscription rights, or otherwise, until the Rights evidenced by this Rights Certificate shall have been exercised as provided in the Rights Agreement.

This Rights Certificate shall not be valid or obligatory for any purpose until it shall have been countersigned by the Rights Agent.

WITNESS the facsimile signature of the proper officers of the Corporation.

Date: \_\_\_\_\_

**CISCOM CORP.**

By : \_\_\_\_\_

By : \_\_\_\_\_

Countersigned:

**TSX TRUST COMPANY**

By: \_\_\_\_\_

(To be attached to each Rights Certificate)

**FORM OF ELECTION TO EXERCISE**

TO: CISCOM CORP.

AND TO: TSX TRUST COMPANY

The undersigned hereby irrevocably elects to exercise \_\_\_\_\_ whole Rights represented by the attached Rights Certificate to purchase the Shares issuable upon the exercise of such Rights and requests that certificates for such Shares be issued to:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City and Province or State)

\_\_\_\_\_  
(Social Insurance Number or other taxpayer identification number)

If such number of Rights are not all the Rights evidenced by this Rights Certificate, a new Rights Certificate for the balance of such Rights shall be registered in the name of and delivered to:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City and Province or State)

\_\_\_\_\_  
(Social Insurance Number or other taxpayer identification number)

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature Guaranteed:

(Signature must correspond to name as written upon the face of this Rights Certificate in every particular, without alteration or enlargement or any change whatsoever)

Signature must be guaranteed by a Schedule 1 Canadian chartered bank, a major Canadian trust company or a member of a recognized Medallion Guarantee Program.

**CERTIFICATE**

**(To be completed if true)**

The undersigned hereby represents, for the benefit of all holders of Rights and Shares, that the Rights evidenced by this Rights Certificate are not, and, to the knowledge of the undersigned, have never been, Beneficially Owned by an Acquiring Person or an Affiliate or Associate thereof or any Person acting jointly or in concert with any of the foregoing (all capitalized terms and the phrase "acting jointly or in concert" are used as defined in the Rights Agreement).

Signature: \_\_\_\_\_

**NOTICE**

In the event the certification set forth in the Form of Election to Exercise is not completed, the Corporation will deem the Beneficial Owner of the Rights evidenced by this Rights Certificate to be an Acquiring Person or an Affiliate or Associate thereof or a Person acting jointly or in concert with any of the foregoing (all capitalized terms and the phrase "acting jointly or in concert" are used as defined in the Rights Agreement) and accordingly such Rights shall be null and void.

**FORM OF ASSIGNMENT**

(To be executed by the registered holder if such holder desires to transfer the Rights Certificate)

FOR VALUE RECEIVED \_\_\_\_\_

hereby sells, assigns and transfers unto \_\_\_\_\_  
(Please print name and address of transferee)

the Rights represented by this Rights Certificate, together with all right, title and interest therein, and hereby irrevocably constitutes and appoints \_\_\_\_\_, as attorney, to transfer the within Rights on the books of the Corporation, with full power of substitution.

Dated: \_\_\_\_\_

Signature : \_\_\_\_\_

Signature Guaranteed

(Signature must correspond to name as written upon the face of this Rights Certificate in every particular, without alteration or enlargement or any change whatsoever)

Signature must be guaranteed by a Schedule 1 Canadian chartered bank, a major Canadian trust company or a member of a recognized Medallion Guarantee Program.

**CERTIFICATE**

(To be completed if true)

The undersigned hereby represents, for the benefit of all holders of Rights and Shares, that the Rights evidenced by this Rights Certificate are not, and, to the knowledge of the undersigned, have never been, Beneficially Owned by an Acquiring Person or an Affiliate or Associate thereof or any Person acting jointly or in concert with any of the foregoing (all capitalized terms and the phrase "acting jointly or in concert" are used as defined in the Rights Agreement).

Signature: \_\_\_\_\_

**NOTICE**

In the event the certification set forth in the Form of Assignment is not completed, the Corporation will deem the Beneficial Owner of the Rights evidenced by this Rights Certificate to be an Acquiring Person or an Affiliate or Associate thereof or a Person acting jointly or in concert with any of the foregoing (all capitalized terms and the phrase "acting jointly or in concert" are used as defined in the Rights Agreement) and accordingly such Rights shall be null and void.



**SCHEDULE “E”**

**SRP RESOLUTION**

**CISCOM CORP.**

**“BE IT RESOLVED THAT:**

1. The shareholder rights plan of the Company as set forth in the Shareholder Rights Plan Agreement between the Company and TSX Trust Company, dated March 4, 2024, as set out in Schedule “D” of the Company’s management information circular dated July 2, 2024, and the issuance of all rights issued pursuant to such shareholder rights plan, be and are hereby ratified and approved; and
2. Any director or officer of the Company be and is hereby authorized to do all such things and execute all such documents and instruments as may be necessary or desirable to give effect to the above resolution and the matters authorized hereby, such determinations to be conclusively evidenced by the execution and delivery of such documents and other instruments or the taking of any such action.”