



**NEVADA COPPER CORP.**  
250-200 Burrard Street  
Vancouver, BC  
Canada V6C 3L6

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

Notice is hereby given that the Annual General and Special Meeting of shareholders (the “**Meeting**”) of Nevada Copper Corp. (the “**Corporation**”) will be held at 79 Wellington St. W. #3300, Toronto, ON M5K 1N2, on Tuesday, June 20, 2023 at 1:00 PM (Eastern time), for the following purposes:

1. To receive the consolidated financial statements of the Corporation for the financial year ended December 31, 2022, together with the Auditor’s Report thereon;
2. To fix the number of directors for the ensuing year at eight;
3. To elect eight directors to serve until the next annual general meeting of shareholders or until their successors are elected or appointed;
4. To approve the Omnibus Equity Incentive Plan as proposed and approved by the Board of Directors;
5. To appoint PricewaterhouseCoopers LLP, Chartered Professional Accountants, as auditor of the Corporation and to authorize the directors to fix their remuneration; and
6. To transact such other business as may properly come before the Meeting or any adjournment(s) or postponement(s) thereof.

Accompanying this Notice of Meeting are a management information circular (the “**Information Circular**”), form of proxy (or a voting instruction form if you hold common shares through a broker or other intermediary) and a Financial Statement Request Form. The accompanying Information Circular provides information relating to the matters to be addressed at the Meeting and is incorporated into this Notice of Meeting.

The Board of Directors has fixed May 5, 2023 as the record date for determining the shareholders who are entitled to vote at the Meeting.

If you are a registered shareholder of the Corporation and are unable to attend the Meeting in person please complete, date and execute the accompanying form of proxy and deposit it with our transfer agent Computershare Investor Services Inc. (“**Computershare**”) (i) by mail using the enclosed return envelope or (ii) by hand delivery to Computershare, 8th Floor, 100 University Avenue, Toronto, Ontario, M5J 2Y1.

Alternatively, you may vote by telephone at 1-866-732-VOTE (8683) (toll free within North America) or 1-312-588-4290 (outside North America), by facsimile to 1-866-249-7775 or 1-416-263-9524 (if outside North America), or by internet using the 15 digit control number located at the bottom of your proxy at [www.investorvote.com](http://www.investorvote.com). All instructions are listed in the enclosed form of proxy. Your proxy or voting instructions must be received in each case no later than 1:00 p.m. (Eastern time) on June 16, 2023 or, if the Meeting is adjourned or postponed, 48 hours (excluding Saturdays and holidays) before the beginning of any adjourned or postponed Meeting. Late proxies may be accepted or rejected by the chairperson of the Meeting (the “**Chair**”) at his or her discretion and the Chair is under no obligation to accept or reject any particular late proxy.

If you are a non-registered shareholder of the Corporation and received this Notice of Meeting and accompanying materials through a broker, a financial institution, a participant, a trustee or administrator of a self-administered retirement savings plan, retirement income fund, education savings plan or other similar self-administered savings or investment plan registered under the *Income Tax Act* (Canada), or a nominee of any of the foregoing that holds your shares on your behalf (the “**Intermediary**”), please complete and return the materials in accordance with the instructions provided to you by your Intermediary.

**DATED** as of the 19<sup>th</sup> day of May, 2023

**BY ORDER OF THE BOARD OF DIRECTORS**

“*Stephen Gill*” (signed)

**Stephen Gill**  
**Non-Executive Chair**

**NEVADA COPPER CORP.**

250-200 Burrard Street  
Vancouver, BC  
Canada V6C 3L6

**MANAGEMENT INFORMATION CIRCULAR**

as at May 5, 2023 (unless otherwise noted)

**This management information circular (this “Information Circular”) is furnished in connection with the solicitation of proxies by the management of Nevada Copper Corp. (the “Corporation”) for use at the annual meeting (the “Meeting”) of its Shareholders to be held on June 20, 2023 at the time and place and for the purposes set forth in the accompanying Notice of the Meeting.**

In this Information Circular, references to: “the Corporation”, “we” and “our” refer to Nevada Copper Corp.; “Common Shares” means common shares in the capital of the Corporation; “Shareholders” means holders of Common Shares of the Corporation; “Beneficial Shareholders” means Shareholders who do not hold Common Shares in their own name; and “intermediaries” refers to brokers, investment firms, clearing houses and similar entities that own securities on behalf of Beneficial Shareholders. All dollar amounts in this Information Circular are expressed in Canadian dollars unless otherwise indicated.

**MANAGEMENT SOLICITATION AND APPOINTMENT OF PROXIES**

**The persons named in the accompanying form of proxy are officers of the Corporation. A Shareholder entitled to vote at the Meeting has the right to appoint a person (who need not be a Shareholder) to attend and act for and on behalf of the Shareholder at the Meeting other than the persons designated as proxyholders in the accompanying form of proxy. To exercise this right, the Shareholder must either:**

- (a) on the accompanying form of proxy, strike out the printed names of the individuals specified as proxyholders and insert the name of the Shareholder’s nominee in the blank space provided; or
- (b) complete another proper form of proxy.

To be valid, a form of proxy must be dated and signed by the Shareholder or by the Shareholder’s attorney authorized in writing. In the case of a corporation, the form of proxy must be signed by a duly authorized officer of or attorney for the corporation.

The completed form of proxy, together with the power of attorney or other authority, if any, under which the proxy was signed or a notarially certified copy of the power of attorney or other authority, must be delivered to Computershare Investor Services Inc. (“Computershare”) (i) by mail using the enclosed return envelope or (ii) by hand delivery to Computershare, 8th Floor, 100 University Avenue, Toronto, Ontario, M5J 2Y1. Alternatively, you may vote by telephone at 1-866-732-VOTE (8683) (toll free within North America) or 1-312-588-4290 (outside North America), by facsimile to 1-866-249-7775 or 1-416-263-9524 (if outside North America), or by internet using the 15 digit control number located at the bottom of your proxy at [www.investorvote.com](http://www.investorvote.com). All instructions are listed in the enclosed form of proxy. Your proxy or voting instructions must be received in each case no later than 1:00 PM (Eastern time) on June 16, 2023 or, if the Meeting is postponed or adjourned, 48 hours (excluding Saturdays, Sundays, and holidays) before the beginning of any adjourned or postponed Meeting. Late proxies may be accepted or rejected by the

chairperson of the Meeting (the “Chair”) at his or her discretion and the Chair is under no obligation to accept or reject any particular late proxy.

#### **REVOCATION OF PROXIES**

A Shareholder who has given a proxy may revoke it at any time before the proxy is exercised:

- (a) as follows:
  - (i) by an instrument in writing signed by the Shareholder, the Shareholder’s attorney authorized in writing or, where the Shareholder is a corporation, a duly authorized officer or attorney of the corporation, that is deposited with the Chair of the Meeting prior to the commencement of the Meeting on the day of the Meeting or any adjournment of the Meeting; or
  - (ii) by an instrument in writing delivered by mail or by hand delivery to Computershare, 8th Floor, 100 University Avenue, Toronto, Ontario, M5J 2Y1, or instructions given by telephone: 1-866-732-VOTE (8683) (toll free within North America) or 1-312-588-4290 (outside North America), or by facsimile to 1-866-249-7775 or 1-416-263-9524 (if outside North America), in each case no later than 1:00 PM (Eastern time) on June 16, 2023 or, if the Meeting is adjourned or postponed, 48 hours (excluding Saturdays, Sundays, and holidays) before the beginning of any adjourned or postponed Meeting; or
- (b) in any other manner provided by law.

#### **VOTING OF COMMON SHARES AND PROXIES AND EXERCISE OF DISCRETION BY PROXYHOLDERS**

##### ***Voting By Show of Hands***

Voting at the Meeting generally will be by a show of hands, with each Shareholder or proxyholder present in person being entitled to one vote.

##### ***Voting By Poll***

Voting at the Meeting will be by poll only if a poll is:

- (a) requested by a Shareholder present at the Meeting in person or by proxy;
- (b) directed by the Chair; or
- (c) required by law.

On a poll, each Shareholder and each proxyholder will have one vote for each Common Share held or represented by proxy.

##### ***Approval of Resolutions***

To approve a motion for an ordinary resolution, a simple majority of the votes cast in person or by proxy will be required; to approve a motion for a special resolution, a majority of not less than two-thirds of the votes cast in person or by proxy will be required. A simple majority of affirmative votes cast at the Meeting is required to pass the resolutions described herein. If there are more nominees for election as directors

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

### ***Exercise of Discretion by Proxyholders***

A Shareholder may indicate the manner in which the persons named in the accompanying form of proxy are to vote with respect to a matter to be acted upon at the Meeting by marking the appropriate space.

**If the Shareholder specifies a choice in the form of proxy with respect to a matter to be acted upon, then the Common Shares represented will be voted or withheld from the vote on that matter accordingly. If no choice is specified in the form of proxy with respect to a matter to be acted upon, the form of proxy confers discretionary authority with respect to that matter upon the proxyholder named in the accompanying form of proxy. It is intended that the proxyholder named by management in the accompanying form of proxy will vote the Common Shares represented by the form of proxy in favour of each matter identified in the form of proxy and for the nominees to the Corporation's board of directors (the "Board") and the auditor identified in the form of proxy.**

The accompanying form of proxy also confers discretionary authority upon the named proxyholder with respect to amendments or variations to the matters identified in the accompanying Notice of Meeting and with respect to any other matters which may properly come before the Meeting. As of the date of this Information Circular, management of the Corporation is not aware of any such amendments or variations, or any other matters that will be presented for action at the Meeting other than those referred to in the accompanying Notice of Meeting. If, however, other matters that are not now known to management properly come before the Meeting, then the persons named in the accompanying form of proxy intend to vote on them in accordance with their best judgment.

### **SOLICITATION OF PROXIES**

It is expected that solicitations of proxies will be made primarily by mail and possibly supplemented by telephone or other personal contact by directors, officers and employees of the Corporation without special compensation. The Corporation may reimburse Shareholders' nominees or agents (including brokers holding Common Shares on behalf of clients) for the costs incurred in obtaining authorization to execute forms of proxy from their principals. The costs of solicitation will be borne by the Corporation.

### **VOTING BY NON-REGISTERED (BENEFICIAL) SHAREHOLDERS**

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

If 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 on the records of the Corporation. Such Common Shares will more likely 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 under the name of Cede & Co. as nominee for The Depository Trust Company (which acts as depository for many U.S. brokerage firms and custodian banks), and in Canada, under the name of CDS &

Co. (the registration name for The Canadian Depository for Securities Limited, which acts as nominee for many Canadian brokerage firms).

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

***If you are a Beneficial Shareholder:***

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

The form of proxy or voting instruction form ("VIF") supplied to you by your broker will be similar to the proxy provided to registered Shareholders by the Corporation. However, its purpose is limited to instructing the intermediary on how to vote on your behalf. Most brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("Broadridge") in the United States and in Canada. Broadridge mails a VIF in lieu of a proxy provided by the Corporation. The VIF will name the same persons as the Corporation's proxy to represent you at the Meeting. You have the right to appoint a person (who need not be a Shareholder of the Corporation), other than the persons designated in the VIF, to represent you at the Meeting. To exercise this right, you should insert the name of the desired representative in the blank space provided in the VIF. The completed VIF must then be returned to Broadridge by mail or given to Broadridge by phone or over the internet, in accordance with Broadridge's instructions. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Common Shares to be represented at the Meeting. **If you receive a VIF from Broadridge, you cannot use it to vote Common Shares directly at the Meeting – the VIF must be completed and returned to Broadridge, in accordance with its instructions, well in advance of the Meeting in order to have the Common Shares voted.**

Although as a Beneficial Shareholder you may not be recognized directly at the Meeting for the purposes of voting Common Shares registered in the name of your broker, you, or a person designated by you, may attend at the Meeting as proxyholder for your broker and vote your Common Shares in that capacity. If you wish to attend at the Meeting and indirectly vote your Common Shares as proxyholder for your broker, or have a person designated by you do so, you should enter your own name, or the name of the person you wish to designate, in the blank space on the VIF provided to you and return the same to your broker in accordance with the instructions provided by such broker, well in advance of the Meeting. Alternatively, you can request in writing that your broker send you a legal proxy which would enable you, or a person designated by you, to attend the Meeting and vote your Common Shares.

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

There are two kinds of beneficial owners – those who object to their name being made known to the issuers of securities which they own (called OBOs for Objecting Beneficial Owners) and those who do not object to the issuers of the securities they own knowing who they are (called NOBOs for Non-Objecting Beneficial Owners). The Corporation has decided to take advantage of those provisions of National Instrument 54 – 101 that permit it to directly deliver proxy-related materials to its NOBOs. By choosing to

send these materials to you directly, the Corporation (and not the intermediary holding on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions. As a result, NOBOs can expect to receive a scannable VIF from the Corporation’s transfer agent, Computershare. These VIFs are to be completed and returned to Computershare in the envelope provided. In addition, Computershare provides both telephone and internet voting as described on the VIF itself which contains complete instructions. Please return your voting instructions as specified in the request for voting instructions. Computershare will tabulate the results of the VIFs received from NOBOs and will provide appropriate instructions at the Meeting with respect to the Common Shares represented by the VIFs they receive.

The Corporation will not pay for intermediaries to deliver the proxy-related materials to Objecting Beneficial Owners, and Objecting Beneficial Owners will not receive the proxy-related materials unless the intermediary assumes the cost of delivery.

### VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The Board has fixed May 5, 2023 as the record date (the “Record Date”) for determination of persons entitled to receive notice of the Meeting. Only Shareholders of record at the close of business on the Record Date who either attend the Meeting personally or complete, sign and deliver a form of proxy in the manner and subject to the provisions described above will be entitled to vote or to have their Common Shares voted at the Meeting.

As of May 5, 2023, there were 723,508,700 Common Shares without par value issued and outstanding, each carrying the right to one vote. No group of Shareholders has the right to elect a specified number of directors, nor are there cumulative or similar voting rights attached to the Common Shares.

To the knowledge of the directors and executive officers of the Corporation, the only persons or corporations that beneficially owned, directly or indirectly, or exercised control or direction over, Common Shares carrying more than 10% of the voting rights attached to all outstanding Common Shares of the Corporation at May 5, 2023 are:

Shareholder Name	Number of Common Shares Held <sup>(2)(3)</sup>	Percentage of Issued and Outstanding Common Shares
Pala Investments Limited <sup>(4)</sup>	314,355,449	43.45%
Mercuria Energy Holdings <sup>(2)</sup> (Singapore) Pte. Ltd.	175,700,394	24.28%
Solway Finance LTD	48,700,000	10.9%

Note:

- (1) The above table includes the Common Shares held by both Pala Investments Limited (“Pala”) and Pala Assets Holdings Limited (an affiliated entity of Pala who may be considered to be a joint actor) held 304,355,449 Common Shares and 10,000,000 Common Shares, respectively, as at May 5, 2023, representing approximately 42.0% and 1.4% of the issued and outstanding Common Shares, respectively.
- (2) Mercuria Energy Trading SA (“Mercuria”) held 175,700,394 Common Shares as at May 5, 2023 representing approximately 25.34% of the issued and outstanding Common Shares.
- (3) Pala Investments Limited, Pala Assets Holdings Limited, and Mercuria Energy Holdings (Singapore) Pte. Ltd. own 451,775,504, 5,000,000, 152,070,000 and Common Share purchase warrants, respectively, exercisable into 451,775,504, 5,000,000, 152,070,000 Common Shares, respectively.
- (4) The information in the above table and the notes thereto is from insider filings publicly available at [www.sedi.ca](http://www.sedi.ca) and [www.sedar.com](http://www.sedar.com) as of May 5, 2023.

## PRESENTATION OF FINANCIAL STATEMENTS

The audited consolidated financial statements of the Corporation for the year ended December 31, 2022 together with the report of the auditors thereon, will be placed before the Meeting. A copy of these financial statements, the accompanying auditors report and the corresponding management's discussion and analysis may be obtained by a Shareholder upon request without charge from the Corporation by calling (775) 463-3510. These documents are also available through the internet on SEDAR, which can be accessed at [www.sedar.com](http://www.sedar.com).

## ELECTION OF DIRECTORS

The Board is currently comprised of eight directors. Shareholders will therefore be asked to approve an ordinary resolution that the number of directors to be elected be fixed at eight.

The term of office of each of the current directors will end at the conclusion of the Meeting. Unless the director's office is earlier vacated in accordance with the provisions of the *Business Corporations Act* (British Columbia), each director elected at the Meeting will hold office until the conclusion of the next annual meeting of Shareholders, or if no director is then elected, until a successor is elected.

The directors of the Corporation for the ensuing year will be elected at this Meeting.

### **Majority Voting Policy**

In 2013, the Board adopted a majority voting policy in order to promote enhanced director accountability. The policy provides that voting in respect of each director nominee will be conducted on an individual nominee basis. The policy also provides that each director should be elected by the vote of a majority of the Common Shares, represented in person or by proxy, at any meeting for the election of directors. The Board will ensure that the number of Common Shares voted "for" or "withheld" for each director nominee is recorded and promptly made public after the Meeting. If any nominee for election as director receives, from the Common Shares voted at the Meeting in person or by proxy, a greater number of votes "withheld" than votes "for" his or her election, the director will immediately tender his or her resignation to the Board following the Meeting, to take effect upon acceptance by the Board. The Governance and Nomination Committee will expeditiously consider the director's offer to resign and make a recommendation to the Board whether to accept that offer. Within 90 days of the Meeting, the Board will make a final decision concerning the acceptance of the director's resignation and, absent exceptional circumstances, will accept the resignation and announce that decision by way of a press release. Any director who tenders his or her resignation will not participate in the deliberations of the Board or any of its committees pertaining to the resignation.

This policy does not apply to a contested election of directors, that is, where the number of nominees exceeds the number of directors to be elected. If any director fails to tender his or her resignation as contemplated in the policy, the Board will not re-nominate that director in the future. Subject to any corporate law restrictions, where the Board accepts the offer of resignation of a director and that director resigns, the Board may exercise its discretion with respect to the resulting vacancy and may, without limitation, leave the resultant vacancy unfilled until the next annual meeting of Shareholders, fill the vacancy through the appointment of a new director whom the Board considers to merit the confidence



of the Shareholders, or call a special meeting of Shareholders to elect a new nominee to fill the vacant position.

### **Nominees**

The Board recommends that Shareholders vote for the election of each of the proposed nominees listed below. Additional information including board experience, equity holdings in the Corporation, and biographical information is provided in the “Director Profiles” section. The Corporation seeks a slate of Board nominees that collectively possess a broad range of skills, expertise, industry and other knowledge, and business and other experience useful to the effective oversight of the Corporation’s business.

The director nominees have been selected based on their sound leadership and professional reputation, and their collective ability to address the broad range of issues the Board considers when overseeing the Corporation’s business and affairs.

Name and Place of Residence	Principal Position/Title
<b>Tom Albanese</b> New Jersey, USA	Lead Independent Director Independent Director Committee (Chair) Sustainability Committee; Compensation Committee; Health, Safety, Environment, and Technical Committee (Chair from 2018 until January 2022)
<b>Michael Brown</b> Paarl, Western Cape, South Africa	Independent Director Health, Safety, Environment, and Technical Committee (Chair since January 2022); Audit Committee
<b>Randy Buffington</b> Nevada, USA	Director President and Chief Executive Officer
<b>Guillaume de Dardel</b> Zug, Switzerland	Independent Director
<b>Raffaele (Lucio) Genovese</b> Zug, Switzerland	Independent Director Audit Committee (Chair); Independent Director Committee; Nominations and Governance Committee (Chair)
<b>Stephen Gill</b> Zug, Switzerland	Non-Executive Chairman Compensation Committee
<b>Evgenij Iorich</b> Zug, Switzerland	Director Nominations and Governance Committee
<b>G. Ernest (“Ernie”) Nutter</b> Ontario, Canada	Independent Director Compensation Committee (Chair); Independent Director Committee; Audit Committee; Health, Safety, Environment, and Technical Committee; Nominations and Governance Committee

Shareholders can vote for all of the proposed nominees for directors of the Corporation, vote for some of the proposed nominees and withhold for others or withhold for all of the proposed nominees. The Board recommends that Shareholders vote FOR the election of each of the proposed nominees set forth above as directors of the Corporation. **Unless otherwise instructed, the named proxyholders will vote FOR the election of each of the proposed nominees set forth above as directors of the Corporation.**

## DIRECTOR PROFILES

### Tom Albanese



**Director Since:** May 4, 2018; Appointed Lead Independent Director August 13, 2018

**Common Shares held as at May 5, 2023:** 345,000

**DSUs held at May 5, 2023:** 1,082,932

**Principal occupation during the last five years:** Director of Franco-Nevada Corporation, a gold royalty and streaming company, since 2013; a director of CoTec Holdings, a mining industry technology company, since 2021; a Director of Mesabi Metallica, a private Minnesota Corporation developing an iron ore mining and processing facility, from 2021 to 2022; an Advisory Board member of Esan Mining, an industrial and metallic minerals producer, since 2019.

### Michael Brown



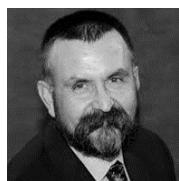
**Director Since:** August 8, 2013

**Common Shares held at May 5, 2023:** 85,000

**DSUs held at May 5, 2023:** 861,476

**Principal occupation during the last five years:** Managing Partner for Palaris in the Africa Region, a mining consulting company, since October 1, 2017; interim President and Chief Executive Officer of the Corporation from August 2021 to October 2021. Non-executive director of Gem Diamonds since 1 Jan 2018; Managing Director Technical of Pala Investments Limited, an investment company focused on the mining sector, from 2015 to 2017.

### Randy Buffington



**Director Since:** November 1, 2022

**Common Shares held at May 5, 2023:** 200,000

**Principal occupation during the last five years:** President and Chief Executive Officer of the Corporation since October 2021; Chief Executive Officer at Hycroft Mining from January 2013 to July 2020; Director of Chesapeake Gold Corp. from 2020 and Gunpoint Exploration Ltd. from 2022.

### Guillaume de Dardel



**Director Since:** November 4, 2022

**Common Shares held at May 5, 2023:** Nil

**Principal occupation during the last five years:** Head of Energy Transition Metals at Mercuria Energy Trading SA, an independent global energy and commodities group, since 2017.

**Note:** Mr. de Dardel is Head of Energy Transition Metals at Mercuria. Mercuria held 175,700,394 Common Shares as at May 5, 2023, representing approximately 24.28% of the issued and outstanding Common Shares.

## Raffaele “Lucio” Genovese



**Director Since:** Since May 27, 2016

**Common Shares held at May 5, 2023:** Nil

**DSUs held at May 5, 2023:** 979,788

**Principal occupation during the last five years:** Chief Executive Officer of NAGE Capital Management, an investment and advisory company specializing in the natural resources sector, since 2004; Chairman of CoTec Holdings, a mining industry technology company, since September 2021; Chairman of Ferrexpo, an iron ore producer, since August 2020.

## Stephen Gill



**Director Since:** Since January 28, 2016

**Common Shares held at May 5, 2023:** 255,030

**DSUs held at May 5, 2023:** 1,131,475

**Principal occupation during the last five years:** Managing Partner at Pala Investments Limited, an investment company focused on the mining sector, since January 2016 and Portfolio Manager from January 2009 to January 2016; Director at Atlantic Tin Limited since February 2023.

*Note: Mr. Gill is Managing Partner of Pala Investments Limited. Pala and Pala Assets Holdings Limited (an affiliated entity of Pala who may be considered to be a joint actor) held 304,355,449 Common Shares and 10,000,000 Common Shares, respectively, as at May 5, 2023, representing approximately 42.0% and 1.4% of the issued and outstanding Common Shares, respectively.*

## Evgenij Iorich



**Director Since:** January 28, 2016

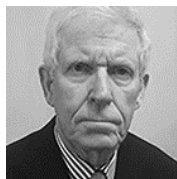
**Common Shares held at May 5, 2023:** 480,000

**DSUs held at May 5, 2023:** 760,296

**Principal occupation during the last five years:** Managing Partner and Director at Pala Investments Limited, an investment company focused on the mining sector, since January 2016 and Portfolio Manager from January 2009 to January 2016. Director of Itafos, a phosphate fertilizers and specialty products company from July 11th, 2017 to April 6, 2023.

*Note: Mr. Iorich is Managing Partner of Pala Investments Limited. Pala and Pala Assets Holdings Limited (an affiliated entity of Pala who may be considered to be a joint actor) held 304,355,449 Common Shares and 10,000,000 Common Shares, respectively, as at May 23, 2023, representing approximately 42.0% and 1.4% of the issued and outstanding Common Shares, respectively.*

## G. Ernest “Ernie” Nutter



**Director Since:** May 4, 2018

**Common Shares held at May 5, 2023:** 200,000

**DSUs held at May 5, 2023:** 899,460

**Principal occupation during the last five years:** Retired; Former mining analyst at Capital Group from 2004 until his retirement in 2017; Director of Hummingbird Resources Plc. from 2018.

The information listed above as to principal occupation, business or employment and Common Shares beneficially owned or controlled is not within the knowledge of the management of the Corporation and has been furnished by the respective nominees. Each nominee has held the same or a similar principal occupation with the organization indicated or predecessor thereof for the last five years, unless otherwise noted.

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

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

- (a) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days, that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or
- (b) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days, 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.

Except as noted below, no proposed director of the Corporation:

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

No proposed director of the Corporation has been subject to:

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

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

- (a) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days, that was issued while the director or executive officer was acting in the capacity as director, chief executive officer or chief financial officer; or
- (b) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days, that was issued after the director or executive officer 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.

No director or executive officer of the Company, and no shareholder holding a sufficient number of securities of the Company to affect materially the control of the Company:

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

No director or executive officer of the Company, and no shareholder holding a sufficient number of securities of the Company to materially affect the control of the Company has been subject to:

- (a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or
- (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in making an investment decision.

On October 17, 2017, the SEC filed civil charges against each of Rio Tinto PLC, Tom Albanese and the former CFO of Rio Tinto PLC, alleging, among other things, violations of the anti-fraud, reporting, books and records and internal control provisions of U.S. federal securities laws in connection with conduct at Rio Tinto PLC and certain of its subsidiaries while Mr. Albanese was the CEO of Rio Tinto PLC and prior to his becoming a director of the Corporation. On March 2, 2018, the Australian Securities and Investments Commission (“ASIC”) commenced civil proceedings in the Federal Court of Australia against each of Rio Tinto Limited, Tom Albanese and the former CFO of Rio Tinto Limited relating to statements which ASIC alleged were misleading contained in the annual report of Rio Tinto Limited for 2011. On May 1, 2018, ASIC expanded the proceedings commenced on March 2, 2018 in the Federal Court of Australia. The expanded proceedings related to Rio Tinto Limited’s alleged failure to recognize an impairment of a wholly owned subsidiary, Rio Tinto Coal Mozambique in its 2012 Interim Financial Statements. On February 28, 2022, ASIC amended the proceedings, dropping all of its claims for relief against Mr. Albanese and the former CFO. On March 7, 2022, the Federal Court of Australia entered an order that, among other things, dismissed the proceedings in their entirety against Mr. Albanese and the former CFO. There were no

findings of liability or contraventions on the part of Mr. Albanese (or the former CFO). The ASIC proceedings are concluded. The Corporation is aware of the SEC allegations and will continue to monitor the progress of the situation.

As noted above, Randy Buffington, served as President and Chief Executive Officer of Hycroft Mining Corporation (“Hycroft”), a Delaware corporation, from July 2013 until July 2020 and, prior to that Executive Vice President and Chief Operating Officer of Hycroft from February 2013 to July 2013. On March 10, 2015, Hycroft (under its previous name, Allied Nevada Gold Corporation) and certain of its domestic direct and indirect subsidiaries filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code with the United States Bankruptcy Court for the District of Delaware. In connection therewith, Hycroft restructured its debt and equity pursuant to a court-approved plan of reorganization. Hycroft completed the financial restructuring process and emerged from Chapter 11 proceedings on October 22, 2015, and in connection with same, changed its name from “Allied Nevada Gold Corporation” to “Hycroft Mining Corporation”.

## CORPORATE GOVERNANCE

### General

National Instrument 58-101 – *Disclosure of Corporate Governance Practices* (“NI 58-101”) and National Policy 58-201 – *Corporate Governance Guidelines* (“NP 58-201”) have been adopted in each of the provinces and territories of Canada. NI 58-101 requires issuers to disclose the corporate governance practices that they have adopted. NP 58-201 provides guidance on corporate governance practices.

The Board believes that good corporate governance improves corporate performance and benefits all Shareholders. The Canadian Securities Administrators (the “CSA”) have adopted NP 58-201, which provides non-prescriptive guidelines on corporate governance practices for reporting issuers such as the Corporation. In addition, the CSA have implemented NI 58-101, which prescribes certain disclosure required by the Corporation of its corporate governance practices. This section sets out the Corporation’s approach to corporate governance and addresses the Corporation’s compliance with NI 58-101.

### Board of Directors

Directors are considered to be independent if they have no direct or indirect material relationship with the Corporation. A “material relationship” is a relationship which could, in the view of the Board, be reasonably expected to interfere with the exercise of a director’s independent judgment.

The Board currently consists of eight directors: Tom Albanese, Michael Brown, Randy Buffington, Guillaume de Dardel, Raffaele (Lucio) Genovese, Stephen Gill, Evgenij Iorich, and G. Ernest (Ernie) Nutter. The independent members of the Board within the meaning of NI 52-110 – *Audit Committees* (“NI 52-110”) are: Messrs. Albanese, Brown, de Dardel, Genovese, and Nutter. Messrs. Gill and Iorich are employed by Pala, the Corporation’s largest shareholder, and therefore are considered to be non-independent directors.

The independent directors meet without non-independent directors and members of management on an as necessary basis to fulfil their duties as independent directors or to assess transactions in which non-independent members or members of management may have an interest. The directors hold in-camera sessions at each Board meeting. In addition, Tom Albanese has been appointed lead independent director (the “Lead Director”). The responsibilities of the Lead Director include: acting as an independent

liaison between the Board of Directors and senior management; recommending procedures to enhance the work of the Board of Directors; assisting the Non-Executive Chair in working with the CEO to ensure that the Board of Directors is appropriately involved in approving strategy and supervising management's progress against achieving that strategy; ensuring that independent directors have had adequate opportunities to discuss issues without management present; communicating to senior management, as appropriate, the results of private discussions among independent directors.

As at May 5, 2023, certain directors are presently a director of one or more other reporting issuers, as follows:

Name of Director	Corporation	Exchange
Tom Albanese	Franco-Nevada Corporation	TSX
	CoTec Holdings	TSXV
Randy Buffington	Chesapeake Gold Corp.	TSXV
	Gunpoint Exploration Ltd.	TSXV
Michael Brown	Gem Diamonds	LSE
Raffaele (Lucio) Genovese	Firestone Diamonds Plc	AIM
	Ferrexpo Plc	LON
	CoTec Holdings	TSXV
Stephen Gill	Atlantic Tin Limited	A public non-listed Australian company.
G. Ernest (Ernie) Nutter	Hummingbird Resources Plc	AIM

### Meeting Attendance

The following table presents the Board and Committee meetings held in 2022 and the individual Director attendance:

	# of Meetings Held	Tom Albanese <sup>4</sup>	Michael Brown <sup>4</sup>	Randy Buffington <sup>1</sup>	Guillaume de Darde <sup>2</sup>	Raffaele (Lucio)	Stephen Gill	Evgenij Iorich	G. Ernest (Ernie) Nutter	Kate Southwell <sup>3</sup>
Board of Directors	20	20	20	20	3	19	20	18	20	20
		100%	100%	100%	100%	95%	100%	90%	100%	100%
Audit Committee	4		4			4			4	
			100%			100%			100%	
Compensation Committee	8	8					8		8	
		100%					100%		100%	
Nominations and Governance Committee	5					5		5	5	
						100%		100%	100%	
Health, Safety, Environment and Technical Committee	11	11	11						11	
		100%	100%						100%	
Independent Committee	19	19				17			19	
		100%				89%			100%	
Sustainability Committee	3	3					3			3
		100%					100%			100%

1. Appointed to Board on November 1, 2022. Attended all 2022 meetings subsequent to appointment.
2. Appointed to Board on November 4, 2022. Attended all 2022 meetings subsequent to appointment.
3. Ms. Southwell resigned from the Board on February 28, 2023.
4. Mr. Albanese stepped down as Chair of the Health, Safety, Environment and Technical Committee on March 17, 2022 and Mr. Brown replaced Mr. Albanese as Chair.

## BOARD MANDATE

The Board supervises the management of the affairs and business of the Corporation pursuant to the powers vested by the *Business Corporations Act* (British Columbia), the Articles of the Corporation and all other statutory and legal requirements generally applicable to the directors of a business corporation that is also a “reporting issuer” under applicable securities legislation. Management is responsible for the day-to-day operation of the business and affairs of the Corporation. The responsibilities of the directors are as follows:

**Oversee Management of the Corporation.** The principal responsibilities of the directors are to oversee the management of the Corporation and, in so doing, serve the best interests of the Corporation. These responsibilities require that the directors attend to the following:

- review and approve on a regular basis, and as the need arises, fundamental operating, financial, and other strategic corporate plans which take into account, among other things, the opportunities and risks of the business;
- evaluate the performance of the Corporation, including the appropriate use of corporate resources;
- evaluate the performance of, and oversee the progress and development of, senior management and take appropriate action, such as promotion, change in responsibility and termination;
- implement senior management succession plans;
- evaluate the Corporation’s compensation programs;
- establish a corporate environment that promotes timely and effective disclosure (including appropriate controls, procedures and incentives), fiscal accountability, high ethical standards and compliance with applicable laws and industry and community standards;
- evaluate the Corporation’s systems to identify and manage the risks faced by the Corporation;
- review and decide upon material transactions and commitments;
- develop a corporate governance structure that allows and encourages the Board to fulfil its responsibilities;
- provide assistance to the Corporation’s senior management, including guidance on those matters that require Board involvement; and
- evaluate the overall effectiveness of the Board and its committees.



**Exercise Business Judgment.** In discharging their fiduciary duties of care, loyalty and candour, directors are expected to exercise their business judgment and act in what they reasonably and honestly believe to be the best interests of the Corporation free from personal interests. In discharging their duties, when appropriate, the directors normally are entitled to rely on the Corporation's senior executives and its outside advisors, auditors and legal counsel but also should consider second opinions where circumstances warrant.

**Understand the Corporation and its Business.** Directors are expected to become and remain informed about the Corporation and its business, properties, risks, and prospects.

**Establish Effective Systems.** Directors are responsible for determining that effective systems are in place for the periodic and timely reporting to the Board on important matters concerning the Corporation. Directors should also provide for periodic reviews of the integrity of the Corporation's internal controls and management information systems.

**Protect Confidentiality and Proprietary Information.** Directors are responsible for establishing policies that are intended to protect the Corporation's confidential and proprietary information from unauthorized or inappropriate disclosure. Likewise, all discussions and proceedings of the Board must be treated as strictly confidential and privileged to preserve open discussions between directors and to protect the confidentiality of Board discussions.

**Board, Committee and Shareholder Meetings.** Directors are responsible for attending Board meetings and meetings of committees on which they serve. They must devote the time needed, and meet as frequently as necessary, to properly discharge their responsibilities.

### **Position Descriptions**

The Board has developed a written position description for the Non-Executive Chair and Lead Director. At least annually, the Board will review the position descriptions. The Board does not have a written position description for the CEO of the Corporation. The Board believes that the roles and responsibilities of the CEO have been appropriately communicated through Board meetings and informal communications amongst the Board and management. The Board does not have a written position description for the chairs of each Board committee but has tasked each committee chair with the responsibility of organizing and leading the relevant committee to fulfil its role.

### **Orientation and Continuing Education**

When new directors are appointed, they receive orientation, commensurate with their previous experience, on the Corporation's properties, business, technology and industry and on the responsibilities of directors. Board meetings may also include presentations by the Corporation's management and employees to give the directors additional insight into the Corporation's business.

Directors are encouraged to undertake continuing director education, the cost of which is borne by the Corporation. The Corporation has arranged for financing industry and legal experts to attend Board meetings and provide a seminar on topics relevant to their positions as directors. Directors are also encouraged to visit the Corporation's Pumpkin Hollow project.

### **Ethical Business Conduct**

The Board has adopted a Code of Business Conduct and Ethics (the "Code") for its directors, officers and employees. The Governance and Nomination Committee has the responsibility for monitoring compliance

with the Code by ensuring all directors, officers and employees receive and become thoroughly familiar with the Code and acknowledge their support and understanding of the Code. Any non-compliance with the Code is to be reported to the Chair of the Governance and Nomination Committee. A copy of the Code may be accessed on the Corporation's website at [www.nevadacopper.com](http://www.nevadacopper.com).

The Board seeks to ensure that directors, officers and employees are familiar with the Code to ensure that they exercise independent judgement in considering transactions and agreements in respect of which a director or executive officer has a material interest. To encourage and promote a culture of ethical business conduct, the Board has adopted a Whistleblower Policy and utilizes an independent third-party reporting service to facilitate both anonymous and non-anonymous reporting of alleged violations of legal requirements and corporate policies. The Whistleblower Policy contains access instructions for the reporting website and hotline and is available on the Corporation's website at [www.nevadacopper.com](http://www.nevadacopper.com).

In accordance with the requirements of the *Business Corporations Act* (British Columbia), directors and officers are required to declare any material interest they may have in any transaction or agreement with the Corporation, and, if a director, to abstain from voting on any director approval of the transaction. The Board has established a Governance and Nomination Committee, whose responsibilities include considering questions of independence and making recommendations to the Board with respect to director independence and conflicts of interest. Where appropriate, the Board will form a committee of independent directors to consider transactions in which directors or executive officers have an interest or will be affected differently than other Shareholders.

### **Nomination of Directors**

The Board has a Governance and Nomination Committee consisting of three directors, Lucio Genovese (Chair), Evgenij Iorich and Ernie Nutter. The Governance and Nomination Committee is responsible for (i) identifying individuals qualified to become Board members, consistent with criteria approved by the Board, (ii) recommending to the Board the persons to be nominated for election as directors at any meeting of Shareholders, and (iii) recommending to the Board persons to be appointed by the Board to fill any vacancies on the Board. The Governance and Nomination Committee recommendations will be considered by the Board, but the recommendations are not binding upon it.

### **Compensation**

The Board has a Compensation Committee as described under the heading "*Compensation of Executive Officers – Compensation Discussion and Analysis*" in this Information Circular. The Compensation Committee conducts annual reviews of the compensation of the Corporation's CEO, senior officers and directors and makes recommendations to the Board.

### **Other Board Committees**

Along with the Audit Committee, Governance and Nomination Committee and Compensation Committee, the Board also has a Health, Safety, Environment and Technical Committee (the "HSET Committee") and a Sustainability Committee. The HSET Committee consists of three Board members, Tom Albanese, Mike Brown, and Ernie Nutter. The HSET Committee is responsible for assisting the Board in fulfilling its responsibilities and to review and approve environmental policies and monitor activities of the Corporation as they relate to environmental matters, review and monitor the activities of the Corporation as they relate to the health and safety of employees of the Corporation in the workplace and oversee technical and operational matters. The Sustainability Committee currently consists of two Board members, Tom Albanese, Stephen Gill. The Governance and Nominations Committee is in the process of

selecting an additional board member to fill the vacancy on the Sustainability Committee resulting from the resignation of Kate Southwell. The Sustainability Committee is responsible for assessing the Corporation's sustainability and environment, social and governance practices and making recommendations to the Board thereon.

### **Assessments**

The Board monitors the adequacy of information given to directors, communication between the Board and management and the strategic direction and processes of the Board and committees. The Board does not consider that formal assessments would be useful at this stage of the Corporation's development. The Board conducts informal assessments of the Board's effectiveness, the individual directors and the committees. As part of the assessments, the Board may review its mandate, the committee mandates and conduct reviews of applicable corporate policies.

### **Board Retirement Policy and Renewal**

The Corporation does not have any term limits, retirement policies or similar mechanisms in place for forcing the renewal or replacement of its directors. Each director serves for a one-year term and stands for re-election by Shareholders at the Corporation's annual general meeting each year. The Board does not have a limit on the number of consecutive terms for which a director may sit. The Board believes that Board renewal can happen naturally without imposing arbitrary age or term limits. In addition, the Board believes that effective corporate decision-making is enhanced through the continuity, experience and knowledge that come from permitting longer-term service on a Board.

### **Policies Regarding Diversity on the Board**

The Corporation has not adopted a written policy relating to the identification and nomination of diverse directors, including women. The Corporation is an equal opportunity employer and believes that supporting a diverse workplace is a business essential that helps the Corporation and its Board attract and retain the brightest and most talented individuals in the industry. The Corporation believes that this diversity philosophy is well entrenched and accepted by all of its employees, including its Board, executive officers and employees generally. The Corporation does not believe that a written policy is necessary to further advance the Corporation's commitment to a diverse workplace.

### **Consideration of Diversity in the Director Identification and Selection Process**

The Board supports the principle of boardroom diversity. The Governance and Nomination Committee considers diversity (including, among other important qualifications, gender, age, geography and nationality) when reviewing qualified candidates for recommendation for election to the Board. The Board's aim is to have a broad range of approaches, backgrounds, skills and experience represented on the Board and to make appointments on merit and against objective criteria, including diversity. When the Governance and Nomination Committee engages in the nomination process, searches for potential nominees are conducted so as to put forward a diverse range of candidates, including women candidates.

### **Consideration Given to the Representation of Diversity in Executive Officer Appointments**

When identifying candidates for executive officer positions, the Corporation takes a similar approach, considering, among other factors, professional competencies, industry or other relevant experience, education, leadership style and experience, merit and personal attributes, including gender and other diversity, to build a strong executive team.

## Targets Regarding the Representation of Women on the Board and in Executive Officer Positions

The Board has not set specific targets as to the number of women board members, nor has the Board set specific targets as to the number of executive officers who are women. The Board does not believe that quotas or strict rules necessarily result in the identification or selection of the best candidates; rather, selection is based on merit, having regard to the various skills, abilities, qualifications and competencies needed for the particular position, of which diversity is one of several important factors that are considered.

As of the date of this Information Circular, 0% (0 out of 7) of the Corporation's director nominees are women, and 33.3% (1 out of 3) of the Corporation's executive officers are women. The Governance and Nomination Committee is currently undertaking a search for a qualified candidate to join the Board and is considering diversity as an important factor in the selection process.

## COMPENSATION OF EXECUTIVE OFFICERS

### Compensation Discussion and Analysis

In this section, "Named Executive Officer" or "NEO" means:

- (a) the Corporation's Chief Executive Officer ("CEO");
- (b) the Corporation's Chief Financial Officer ("CFO");
- (c) each of the Corporation's, including any of its subsidiaries, three most highly compensated executive officers, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was, individually, more than \$150,000, as determined in accordance with subsection 1.3(6) of Form 51-102F6 Statement of Executive Compensation, for that financial year; and
- (d) each individual who would be a Named Executive Officer under paragraph (c) but for the fact that the individual was neither an executive officer of the Corporation or its subsidiaries, nor acting in a similar capacity, at the end of that financial year.

The NEOs during the financial year ended December 31, 2022 for the purposes of the following disclosure were:

#### Current

- Randy Buffington, President and CEO
- Gregory Martin, EVP and CFO
- Gregory French, VP Exploration and Projects
- Steve Newman, VP Technical Services
- Cassandra Joseph, SVP and General Counsel (to January 5, 2023)

#### Former

- Matthew Anderson, Interim CFO (August 26, 2022 to November 20, 2022)
- Phillip "Kris" Sims, Interim CFO (May 23, 2022 to August 26, 2022)
- Andre van Niekerk, CFO (July 13, 2020 to May 23, 2022)

## COMPENSATION GOVERNANCE

### Responsibilities of the Compensation Committee

The Compensation Committee (the “Committee”) of the Board is composed of Mr. Ernie Nutter (Chair), Mr. Tom Albanese, and Mr. Stephen Gill. Messrs. Albanese and Nutter are independent within the meaning of “NI 52-110” and all three directors have direct experience in dealing with compensation matters.

The Board is of the view that the members of the Committee collectively have the knowledge, skills, experience, and background to make decisions on the suitability of the Corporation’s compensation policies and practices.

The function of the Committee generally is to assist the Board in carrying out its responsibilities relating to executive and director compensation. In this regard, the Committee makes recommendations to the Board with respect to the compensation (including salary, annual bonus, and equity-based incentives) and benefits of the CEO and other executive officers of the Corporation; reviews and approves the terms of the employment agreements of the CEO and other executive officers of the Corporation and researches and identifies trends in employment benefits and compensation structures and reports its findings to the Board. The Committee also reviews periodically the compensation of the directors for service on the Board and Board committees and makes recommendations to the Board in respect of same.

The Board assumes responsibility for reviewing and monitoring the long-range compensation strategy for the executives of the Corporation, although the Committee guides the Board in this role.

The Board is responsible, in participation with management, for reviewing and identifying what are the principal risks to the Corporation. These risks include, but are not limited to, those arising from the Corporation’s compensation policies and practices, such as the risk that an executive officer or other employee is incentivized to take inappropriate or excessive risks, or that such policies and practices give rise to any other risks that are reasonably likely to have a material adverse effect on the Corporation. The Board undertakes this review with management on at least an annual basis. The Committee considers risks arising from the Corporation’s compensation policies and practices when determining its recommendations to the Board regarding the compensation of executive officers. The Corporation uses the following practices to discourage or mitigate inappropriate or excessive risk-taking by directors and executive officers:

- the structure of incentive compensation is designed not to focus on a single metric, which in the Corporation’s view could be distortive, but instead a combination of both corporate and personal objectives;
- the Corporation has an appropriate compensation mix, including fixed and performance-based compensation with short-term and long-term performance conditions and multiple forms of compensation; and
- the Board has discretion in assessing the annual incentive awards paid to executive officers of the Corporation based on both individual and corporate performance.

No risks have been identified as arising from the Corporation’s compensation policies and practices which are considered reasonably likely to have a material adverse effect on the Corporation.

## Clawback Policy

The Clawback Policy provides for the full or partial forfeiture or recoupment of covered compensation in the event of a restatement of the annual or interim financial statements of the Corporation required as a result of the correction of a material error, or a material breach by a covered individual of the Corporation's Code of Conduct, the gross negligence, fraud, theft or other serious misconduct by a covered individual, or a covered individual's conviction of a criminal offence or conviction of a statutory offence involving moral turpitude. Covered individuals subject to the Clawback Policy include current and former executive officers of the Corporation or its subsidiaries who are or were eligible to receive the covered compensation, and any other individuals as determined from time to time by the Board in its sole discretion. Covered compensation under the Clawback Policy includes compensation granted, vested, or earned in respect of annual bonus entitlements and long-term incentive plans (whether in the form of cash or share-based awards, including stock options, restricted share units ("RSUs") and performance share units ("PSUs")).

## Anti-Hedging Policy

In order to further mitigate the potential for executive officers and directors taking inappropriate or excessive risks relating to compensation, the Board has passed a resolution which prohibits directors and executive officers from purchasing financial instruments (including prepaid variable forward contracts, equity swaps, collars, or units of exchange funds) that are designed to hedge or offset a decrease in market value of equity securities of the Corporation granted as compensation held, directly or indirectly, by a director or an executive officer.

## Independent Compensation Consultant

The Committee has retained Hugessen Consulting ("Hugessen") to assist with the development of compensation strategies for the Corporation's employees, executive officers, and directors (continuing into 2023). Hugessen provides a review of current market practices regarding executive and director compensation and assists the Committee in developing appropriate comparator groups of companies and a compensation philosophy that reflects the Corporation's current size and stage of development. Hugessen also provides advice and recommendations with respect to best practices in the governance of compensation. While conducting its activities, Hugessen attends meetings of the Committee and presents its findings for discussion to the Committee.

The Committee continues to consider the advice, guidance and recommendations provided by Hugessen as part of its deliberations on its recommendations to the Board with respect to salary, annual performance incentives and long-term equity incentives.

For the financial years ended December 31, 2022 and 2021, \$66,873 and \$20,317 were paid to Hugessen, respectively, for services related to determining compensation for the Corporation's directors and executive officers. There were no other services provided or billed for by Hugessen during the two most recently completed financial years. Hugessen was first retained by the Committee in 2018.

Fiscal Year Ended	Executive Compensation-Related Fees (\$)	All Other Fees (\$)	Total Fees (\$)
December 31, 2022	66,873	Nil	66,873
December 31, 2021	20,317	Nil	20,317

## COMPENSATION PHILOSOPHY AND OBJECTIVES

The compensation program for the executive officers of the Corporation is performance-driven and designed to ensure that the level and form of compensation supports certain objectives, including:

- Attracting and retaining experienced and talented executives;
- Motivating and rewarding the achievement of both short-term and long-term performance objectives;
- Aligning the interests of the executive officers with those of the Shareholders with a view to long-term value creation; and
- Encourage appropriate levels of risk-taking.

### 2022 Compensation Peer Group

To inform the level and mix of executive officer compensation, a peer group approach is used to generate a market reference. The group consists of comparably sized reporting issuers operating in industries related to the Corporation's industry that are broadly representative of Nevada Copper's executive employee market.

Based on the above, the following peer group was used in 2022 to inform the determination of target compensation levels for the NEOs:

- Altius Minerals Corporation
- Americas Gold and Silver Corporation
- Amerigo Resources Ltd.
- Copper Mountain Mining Corporation
- Ero Copper Corp.
- Imperial Metals Corporation
- SilverCrest Metals Inc.
- Sierra Metals Inc.
- Taseko Mines Limited
- Western Copper and Gold Corporation

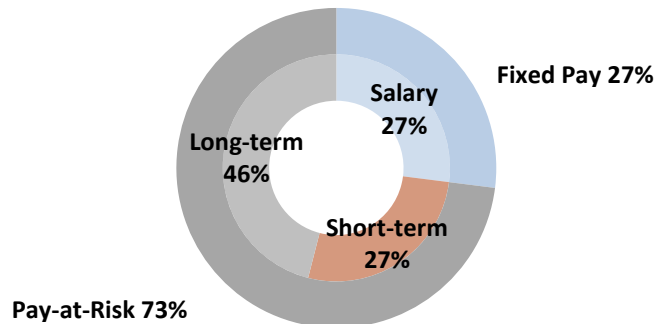
Peer group constituents are reviewed periodically to ensure their continued relevance and comparability.

## ELEMENTS OF EXECUTIVE COMPENSATION

In compensating its executive officers, the Corporation has employed a combination of base salary, short-term incentive and long-term incentives through participation in its Performance Share and Restricted Share Unit Plan (the “PSU/RSU Plan”) and its Stock Option Plan (the “Option Plan”).

Component	Not At-Risk Compensation	At-Risk Compensation	
	Base Salary	Short-Term Incentive	Long-Term Incentive
<b>Description</b>	Annual Salary	Annual Scorecard-Based Cash Bonus	Performance Share Units, Restricted Share Units and Stock Options
<b>Objective</b>	Provide competitive guaranteed pay to compensate for meeting core requirements of the role and to cover day-to-day living expenses	Reward individuals based on achievement of corporate and personal performance goals annually. Short-term incentive values are capped to mitigate excessive risk taking or unsustainable operational or financial performance	Align compensation to long-term corporate goals and the shareholder experience. Long-term incentives represent the largest portion of target compensation for the NEOs.

### CEO Fiscal 2022 Target Pay Mix



### Base Salary

Base salary is a fixed component of compensation which is based primarily of the level of responsibility of the position, the qualifications and experience of the executive officer, and market conditions. For senior executives, base salaries are reviewed annually, but tend to stay relatively constant, increasing only when the executive assumes a larger role or when there is a significant change in the executive officer’s responsibilities due to, among other things, a significant change in the Corporation’s business, a shift in the market, or an incremental proficiency in the role.

Base salaries for NEO’s employed by the Corporation as at December 31, 2022 were as follows:

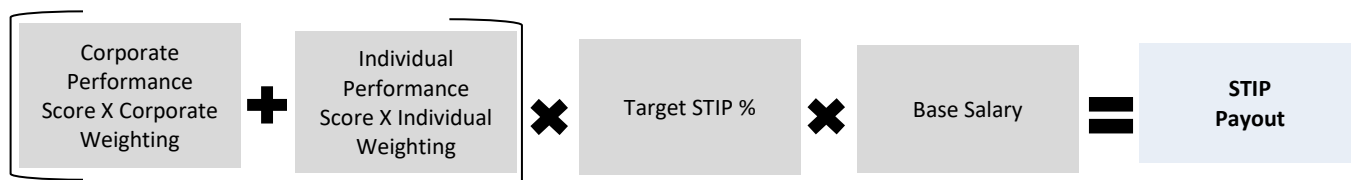


NEO	Position	Base Salary
Randy Buffington	President and CEO	US\$450,000
Gregory Martin	EVP and CFO	US\$375,000
Steve Newman	VP Technical Services	US\$240,000
Gregory French <sup>(1)</sup>	VP Exploration and Projects	US\$240,000
Cassandra Joseph	SVP, General Counsel	US\$345,000

<sup>(1)</sup> Increased from \$226,950 for the fiscal year ended December 31, 2021. There were no other year-over-year changes to base salaries.

### Short-term Incentive Compensation

The payment of short-term incentive compensation is reviewed by the Committee and recommendations are put forth to the Board for its review and discretion. Generally, the Committee and the Board will consider the payment of an annual bonus to the NEOs dependent upon the performance of the Corporation (financial, operations, safety and strategic components) and the performance of the individual executive (execution on individual objectives and leadership). The Corporation may grant RSUs in lieu of cash bonuses under the annual incentive plan. The calculation of the STIP payout is provided below:



The table below sets out the target STIP amount, as well as the weighting of corporate and individual performance factors for the Named Executive Officers for the fiscal year ended December 31, 2022.

NEO	Target STIP (as a % of base salary)	Corporate Weighting	Individual Weighting
<b>Randy Buffington</b> President and CEO	100%	100%	0%
<b>Gregory Martin</b> EVP and CFO	100%	80%	20%
<b>Steve Newman</b> VP Technical Services	50%	75%	25%
<b>Gregory French</b> VP Exploration and Projects	50%	75%	25%
<b>Cassandra Joseph</b> SVP, Legal Counsel	100%	80%	20%

The following table sets out the Corporation's corporate objectives for 2022 and achievements in respect of these objectives. After reviewing actual performance for 2022 versus the corporate performance goals set at the beginning of the fiscal year, the Committee determined that a final score of 14% out of 100% was attributable to the corporate component of the STIP calculation.

Component	Weighting	Actual Result
Health Safety & Environment	20%	7.5
Operations & Production	40%	0
Financial	25%	5
Development Activities	15%	1.5
<b>Total Score</b>	<b>14 / 100</b>	

### Long-Term Incentive Compensation

The NEOs, along with other employees and directors, are eligible to participate in the Corporation's long-term incentive plans, pursuant to which eligible participants may be awarded Options, Performance Share Units, Restricted Share Units and/or Deferred Share Units.

A mix of PSUs, RSUs and stock options are typically granted upon the commencement of an executive's employment with the Corporation and on an annual basis thereafter. For the fiscal year ended December 31, 2022, the annual grants of long-term incentive awards to the NEOs were sized in reference to a target award level (see table on page 28) and informed by several factors including, but not limited to, the individual NEO's performance and experience, the prior year's performance results and overall market competitiveness. A summary of key features of the 2022 long-term incentive plan provided below:

Key Features (2022 Awards)	Stock Options	Restricted Share Units	Performance Share Units
<b>Description</b>	A stock option provides the recipient the right to purchase a Common Share at a predetermined price. The Board determines the exercise price of options at the time of grant, provided that the exercise price may not be lower than the market price of the Common Shares at the time of grant.	An RSU is a notional share unit that is based on the value of a Common Share – the value of an RSU changes directly in correlation to the value of a Common Share.	A PSU is also a notional share unit that is based on the value of a Common Share – PSUs vest between 0% and 200% of target based on performance against pre-established targets or milestones set at the beginning of each performance period.
<b>Vesting Period</b>	3-year ratable (1/3 per year on first three anniversaries of the grant date)	3-year cliff	3-year cliff
<b>Term</b>	5 years	n/a	n/a
<b>Settlement</b>	Common Shares	Cash	Cash

The table below sets out the target LTIP amount, as well as the weighting of options, RSUs and PSUs for the NEOs for the fiscal year ended December 31, 2022:

NEO	Target LTIP (as % of Base Salary)	Options (Weighting)	RSUs (Weighting)	PSUs (Weighting)
<b>Randy Buffington</b> President and CEO	175%	25%	50%	25%
<b>Steve Newman</b> VP Technical Services	60%	-	75%	25%
<b>Gregory French</b> VP Exploration and Projects	60%	-	75%	25%
<b>Cassandra Joseph</b> SVP, Legal Counsel	125%	25%	50%	25%

- (1) Greg Martin was appointed on November 21, 2022 and did not receive a regular LTIP award for 2022. He received an on-hire RSU grant valued at US\$150,000.
- (2) Andre Van Niekerk's employment ceased on May 23, 2022 and he forfeited his 2022 LTIP awards.

Equity awards for the fiscal year ended December 31, 2022 were granted under the Option Plan, PSU/RSU Plan and the DSU Plan (details of each plan are described below). For equity awards granted in 2023, the Corporation is seeking approval from Shareholders at the Meeting for the Omnibus Plan that would govern all DSUs, RSUs, PSUs, and stock options to be granted in the future. The terms of the existing Option Plan, PSU/RSU Plan and DSU plan will continue to govern the outstanding equity awards.

#### **Option Plan Details**

Stock options are granted to executives and employees considering a number of factors, including, but not limited to, recent corporate performance, the amount of stock options previously granted, and competitive factors. Senior management and the Committee put forth their recommendations for stock option grants to the Board. The amounts and terms of stock options granted are determined by the Board. See "Securities Authorized for Issuance under Equity Compensation Plans" for further information on the Option Plan.

#### **PSU / RSU Plan Details**

PSUs and RSUs issued under the PSU/RSU Plan entitle the holder to a cash payment at the end of a vesting period equal to the number of PSUs or RSUs granted, adjusted for a performance factor in the case of PSUs, and multiplied by the quoted market value of a Common Share.

For the fiscal year 2022 PSUs, the performance calculation was modified to measure three operational metrics in addition to the Corporation's Total Shareholder Return (TSR) versus the S&P/TSX Equal Weight Global Base Metals (Total Return) Index (previously relative TSR had a 100% weighting).

PSU Metric	Weighting
Corporation's 3-year TSR vs. S&P/TSX Equal Weight Global Base Metals (Total Return) Index return measured on a percentile basis	70%
Underground Mine Production	10%
Open Pit Progress	10%
Increase Reserve for Underground Mine	10%

If dividends are paid on the Common Shares, additional RSUs or PSUs, as applicable, will be credited to the participants holding RSUs and PSUs on the dividend record date. The table below summarizes the treatment of PSUs and RSUs pursuant to the PSU/RSU Plan in the event of various events of cessation of employment or a change of control.

Event	Terms
<b>Resignation or Termination for Cause</b>	All outstanding unvested RSUs and PSUs will be forfeited, other than RSUs granted in lieu of an annual cash bonus, which shall remain outstanding and vest according to the vesting schedule set out in the participant’s grant agreement as if the participant had remained employed or engaged through the original vesting date.
<b>Disability</b>	The outstanding RSUs and PSUs shall continue to vest in accordance with their terms.
<b>Death</b>	All outstanding RSUs and PSUs will vest, assuming target performance was achieved in respect of PSUs.
<b>Terminated Without Cause</b>	The outstanding RSUs and PSUs shall continue to vest in accordance with their terms through the employee’s notice period. If a participant’s employment is terminated without cause on or within twelve months following the completion of a change of control of the Corporation, all outstanding PSUs and RSUs shall continue to vest in accordance with their terms, and for PSUs, based on the achievement of the applicable performance conditions up to the change of control.
<b>Change of Control</b>	In the event of a change of control of the Corporation, if the surviving or acquiring entity does not assume or substitute the outstanding RSUs and PSUs, the RSUs and PSUs will accelerate and vest in connection with the change of control. The number of PSUs that will vest in connection with a change of control will be determined by the Board, taking into account the level of achievement of the performance vesting conditions prior to completion of the change of control.

### Supplemental Production Restart Package Bonus Plan

During the third quarter of 2022, the Corporation announced its proposed financing package to provide liquidity to the Corporation to support the restart of the Underground Mine (the “Restart Financing Package”). The Corporation and its key financing partners entered into definitive agreements in respect of and closed the Restart Financing Package on October 28, 2022. In support of the Corporation’s efforts to restart production and as a condition of the financing package, a supplemental incentive structure was approved in August 2022. The incentive structure was implemented to retain and incentivize certain key executives and was provided in the context of significant impairment to the Corporation’s existing long-term incentive awards.

The allocation of the pool amongst the participants was decided by the Board and CEO, with the pool to be paid 25% in cash and 75% in RSUs as described below.

- Cash earned on the closing of the Restart Financing Package (October 28, 2022), and payable 6 months after so long as the recipient remains employed by the Corporation, subject to certain exceptions.
- RSUs granted under the PSU/RSU Plan on the closing of the Restart Financing Package (November 24, 2022) and vesting in equal semi-annual installments from 6 to 24 months so long as the recipient remains employed by the Corporation.

The NEOs who received awards under Supplemental Production Restart Package Bonus Plan and the associated amounts are summarized in the table below:

NEO	Deferred Cash	Restricted Share Units	Restricted Share Units (# Granted) <sup>1</sup>	Total Aggregate Value
<b>Randy Buffington</b> President and CEO	US\$181,250	US\$543,750	2,709,452	US\$725,000
<b>Steve Newman</b> VP Technical Services	US\$158,593	US\$475,781	2,370,770	US\$643,375
<b>Gregory French</b> VP Exploration and Projects	US\$22,656	US\$67,969	338,681	US\$90,625
<b>Cassandra Joseph</b> SVP and General Counsel	US\$158,593	US\$475,781	2,370,770	US\$643,375

1. RSUs were granted on November 24, 2022 at a 5-day volume-weighted average share price of CAD\$0.27 and using an exchange rate of \$1.3404 CAD/USD.

## Benefits

NEOs receive benefits that are commensurate with market practice. These benefits include health and welfare group benefits, life, disability, and accidental death and dismemberment insurance benefits, as well as other benefit programs that the Corporation may establish from time to time. The Corporation does not sponsor any pension plans for any of its NEOs or employees.

## Incentive Plan Changes for Fiscal Year 2023

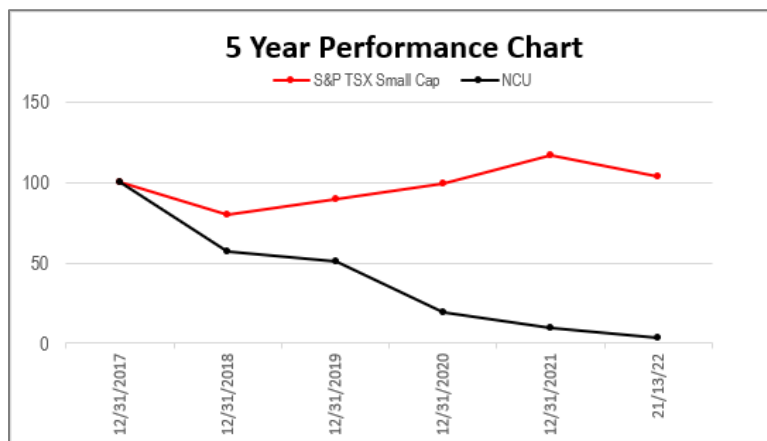
Reflecting the continued evolution of the Corporation's business and the production restart at Pumpkin Hollow, the Board continues to review and modernize the overall compensation plan for senior management to support the objectives identified at the outset of the Compensation Governance and Analysis section. With support from Hugessen, the Corporation's independent executive compensation advisor, the following adjustments were made to the incentive plans for fiscal year 2023:

- The metrics used for the Corporation's 2023 STIP corporate scorecard were updated to align with key annual objectives related to the restart in the Corporation's operations.
- LTIP award determinations were aligned to equate with the intended target grant level.
- RSU vesting was modified from 3-year cliff to 3-year ratable to better align with market practices.

- The Corporation is seeking Shareholder approval for a new Omnibus Plan which will provide the Board flexibility to settle all types of equity awards in either cash or Common Shares issued from treasury.
- The relative TSR benchmark for the 2023 PSU grants was updated to measure performance against a custom peer group of similar organizations. The peer group consists of eleven companies comprised of copper-oriented operators of similar size and development stage as Nevada Copper.

### Performance Graph

The following five-year performance graph compares the total cumulative shareholder return for \$100 invested in Common Shares on December 31, 2017, with the cumulative total return of the S&P/TSX Small Cap Total Return Index for the financial years ended December 31, 2017, to December 31, 2022.



The Corporation believes that the deviation from the S&P/TSX Small Cap Index is the result of the Corporation's challenges in meeting its objectives for the ramp-up of production at the Corporation's Pumpkin Hollow underground mine on time and within budget expectations, including the temporary cessation of operations during April to August 2020 and in July 2022. Positive operating cash flows are not expected to be achieved until the Corporation has sufficiently completed the restart and ramp-up of operations. Share price performance has impacted NEO compensation, as the value of share-based compensation has decreased alongside share price performance. The Common Share price performance as set out in the graph does not necessarily indicate future price performance.

## Summary Compensation Table

The compensation paid, granted to, or earned by the NEOs during the Corporation's financial years ended December 31, 2022, December 31, 2021, and December 31, 2020, is as set out below and is expressed in Canadian dollars unless otherwise noted.

Name and Principal Position	Year	Salary <sup>(1)</sup>	Share-Based Awards <sup>(10)(11)</sup> <small>(12)(13)(16)</small>	Option-Based Awards <sup>(14)</sup> <small>(15)(16)</small>	Non-Equity Incentive Plan Compensation \$		Pension Value \$	All Other Comp. \$	Total Compensation \$
		\$	\$	\$	Annual Incentive Plans <sup>(2)</sup>	Long-term Incentive Plans			
Randy Buffington President and CEO <sup>(3)</sup>	2022	585,788	1,009,632	93,596	85,265	Nil	Nil	Nil	1,774,281
	2021	138,779	190,688	Nil	67,500	Nil	Nil	Nil	396,967
	2020	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Gregory Martin EVP and CFO <sup>(4)</sup>	2022	53,644	201,060	Nil	17,401	Nil	Nil	Nil	272,105
	2021	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2020	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Steve Newman VP Technical Services <sup>(7)</sup>	2022	312,420	877,846	Nil	89,123	Nil	Nil	Nil	1,279,389
	2021	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2020	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Greg French VP Exploration	2022	312,420	199,407	Nil	62,020	Nil	Nil	Nil	573,847
	2021	284,550	143,696	Nil	82,269	Nil	Nil	Nil	510,515
	2020	276,773	200,755	Nil	106,099	Nil	Nil	Nil	583,627
Cassandra Joseph SVP, General Counsel <sup>(5)</sup>	2022	449,104	1,019,540	127,267	129,433	Nil	Nil	Nil	1,725,344
	2021	432,561	797,966	358,824	256,280	Nil	Nil	Nil	1,845,631
	2020	478,096	211,010	Nil	Nil	Nil	Nil	Nil	689,106
Matthew Anderson Interim CFO <sup>(6)</sup>	2022	56,963	311,177	Nil	55,781	Nil	Nil	Nil	423,922
	2021	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2020	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Phillip "Kris" Sims Interim CFO <sup>(8)</sup>	2022	148,400	128,250	Nil	Nil	Nil	Nil	Nil	276,650
	2021	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2020	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Andre van Niekerk Former CFO <sup>(9)</sup>	2022	176,283	389,549	129,849	Nil	Nil	Nil	50,092	745,774
	2021	441,338	639,626	374,720	261,888	Nil	Nil	Nil	1,717,572
	2020	203,194	131,720	Nil	Nil	Nil	Nil	Nil	334,914

**Notes:**

- (1) Salaries for 2022 were paid in US Dollars and therefore have been translated into CAD using \$1.3017 CAD/USD, the average exchange rate over the year (for 2021, the average exchange rate used for the year was \$1.2538 CAD/USD and for 2020, it was \$1.3415 CAD/USD).
- (2) Bonuses for 2022 were paid in US Dollars and therefore have been translated into CAD using \$1.3534, the exchange rate on December 31, 2022.
- (3) Mr. Buffington was appointed President and CEO of the Corporation on October 6, 2021.

- (4) Mr. Martin began his role as EVP and CFO on November 21, 2022. He was granted 747,435 RSUs as an on-hire award. The RSUs were valued based on the fair market value of \$0.27 per RSU representing a five-day volume weighted average trading price (“VWAP”) of the Common Shares on the TSX on the date of grant. His annual STIP award is to be paid in RSUs.
- (5) Ms. Joseph was appointed SVP General Counsel of the Corporation on May 1, 2019 and her employment ceased on January 5, 2023.
- (6) Mr. Anderson was appointed the interim CFO from August 26, 2022 to November 20, 2022. He was granted 196,219 RSUs as an on-hire award. The RSUs were valued based on the fair market value of \$0.64 per RSU representing a five-day VWAP of the Common Shares on the TSX on the date of grant.
- (7) Mr. Newman was appointed VP Technical Services of the Corporation on December 16, 2021. Mr. Newman was granted 196,219 RSUs as an on-hire award. The RSUs were valued based on the fair market value of \$0.64 per RSU representing a five-day volume weighted average trading price VWAP of the Common Shares on the TSX on the date of grant.
- (8) Mr. Sims was appointed the interim CFO from May 23, 2022 to August 26, 2022. He was granted 23,889 RSUs as an on-hire grant. The RSUs were valued based on the fair market value of \$0.49 per RSU representing a five-day VWAP of the Common Shares on the TSX on the date of grant.
- (9) Mr. Van Niekerk was appointed CFO of the Corporation on July 13, 2020, and his employment ceased with the Corporation on May 23, 2022. His outstanding equity awards were forfeited. All Other Compensation includes vacation termination payout; no other termination payments were made.
- (10) RSUs related to the “Financing Restart Bonus” were granted on November 24, 2022, to Mr. Buffington, Mr. French, Mr. Newman, Ms. Joseph and Mr. Anderson. The RSUs were valued based on the fair market value of \$0.27 per RSU representing a five-day VWAP of the Common Shares on the TSX on the date of grant.
- (11) RSUs and PSU were granted on April 12, 2022, to Mr. Buffington, Mr. French, Mr. Newman, Mr. Van Niekerk and Ms. Joseph as part of 2022 compensation. The RSUs and PSUs were valued based on the fair market value of \$0.64 per RSU/PSU representing a five-day VWAP of the Common Shares on the TSX on the date of grant.
- (12) RSUs and PSUs were granted on August 24, 2021, to Mr. Van Niekerk, Ms. Joseph and Mr. French as part of 2021 compensation. The RSUs and PSUs were valued based on the fair market value of C\$0.95 per RSU/PSU representing a five-day VWAP of the Common Shares on the TSX on the date of grant.
- (13) On December 8, 2021, RSUs were granted in a special issue to Ms. Joseph and Mr. Buffington. The RSUs were issued to Mr. Buffington as an on-hire grant and issued to Ms. Joseph as a retention incentive. The RSUs were valued based on the fair market value of \$0.60 per RSU representing the five-day VWAP of the Common Shares on the TSX on the date of grant.
- (14) On April 12, 2022, stock options were granted to Mr. Buffington, Ms. Joseph, and Mr. Van Niekerk as part of 2022 compensation. The stock options were valued based on the Black Scholes model resulting in a grant day valuation of \$0.43 per stock option. The stock options have a five-year term and the valuation used a volatility of 83%, risk free rate of 2.64% and an exercise price of \$0.64.
- (15) On August 24, 2021, stock options were granted to Ms. Joseph and Mr. Van Niekerk as part of 2021 compensation. The stock options were valued based on the Black Scholes model resulting in a grant day valuation of \$0.57 per stock option. The stock options have a five-year term and the valuation used a volatility of 76%, risk free rate of 0.89% and an exercise price of \$0.95.
- (16) The Corporation has altered its approach regarding the disclosure of Share-Based and Option-Based Awards. For each fiscal year presented above the Corporation will now include LTIP amounts in the year in which they were granted. For example, the LTIP amounts noted in footnotes 11 and 14 were granted on April 12, 2022, and therefore they are included in 2022 compensation. As such, some figures in the Share-Based and Option-Based Awards columns may not align with the corresponding figures in last year’s Summary Compensation Table. STIP amounts continue to be included in the year in which they were earned, not necessarily paid.



## Outstanding Share-based Awards and Option-based Awards

The following table sets out all share-based awards and option-based awards outstanding as at December 31, 2022, for each NEO.

Name	Option-Based Awards				Share-Based Awards		
	Number of Securities Underlying Unexercised Options	Option Exercise Price	Option Expiration	Value of Unexercised In-the-Money Options <sup>(2)</sup>	Number of shares or units of shares that have not vested	Market or payout value of share-based awards that have not vested <sup>(3)</sup>	Market or payout value of vested share-based awards not paid out or distributed
	(#)	(\$)	Date	(\$)	(#)	(\$)	(\$)
Randy Buffington (President and CEO)	219,195	0.64	April 12, 2027	Nil	3,321,940	963,363	Nil
					146,244	42,411	
Greg Martin (EVP and CFO)	Nil	Nil	Nil	Nil	747,435	216,756	Nil
Steve Newman (VP Technical Services)	Nil	Nil	Nil	Nil	2,504,984	726,445	Nil
					44,738	12,974	
Greg French (VP Exploration)	96,200	Nil	Nil	Nil	603,492	175,013	17,914
					117,935	34,201	
Cassandra Joseph (SVP, General Counsel)	338,688	1.60	April 10, 2025	Nil	3,396,863	985,090	17,529
	627,205	0.95	August 24, 2026		581,781	168,717	
	298,050	0.64	April 12, 2027		Nil	Nil	Nil
Matthew Anderson (Interim CFO)	Nil	Nil	Nil	Nil	873,582	253,339	Nil
Phillip "Kris" Sims (Interim CFO)	Nil	Nil	Nil	Nil	263,889	76,528	Nil
Andre van Niekerk (Former CFO) <sup>(1)</sup>	Nil	Nil	Nil	Nil	Nil	Nil	Nil

### Notes:

- (1) Mr. Van Niekerk's employment with the Corporation ceased in May 2022. As a result, all unvested stock options and share-based awards were forfeited for no consideration.
- (2) In-the-money options are those where the market value of the underlying securities, as at the most recent financial year end exceeds the option exercise price. The closing market price of the Common Shares on the TSX as of December 31, 2022 was \$0.29, and therefore no stock options are in the money as of December 31, 2022.
- (3) The value of the NEOs' RSUs was determined by multiplying the number RSUs that have not vested by the market price of a Common Share on the TSX on December 31, 2022, which was \$0.29. The value of the NEOs' PSUs was determined by multiplying the number PSUs that have not vested by the market price of a Common Share on the TSX on December 31, 2022, which was \$0.29, and assuming a performance factor of 1x (target level performance).
- (4) The Corporation effected a 10:1 consolidation of the Common Shares on September 17, 2021 (the "Share Consolidation"). References herein to Common Share issuances (or to units which included a Common Share) and share-based and option-based award grants prior to September 17, 2021, and to Common Shares and share-based and option-based awards outstanding prior to September 17, 2021, have been adjusted to reflect the Share Consolidation.

## Incentive Plan Awards – Value Vested or Earned During the Year

The following table sets out the value vested or earned under incentive plans during the financial year ended December 31, 2022, for each NEO:

Name	Option-based awards – Value vested during the year <sup>(2)</sup>	Share-based awards – Value vested during the year <sup>(1)</sup>	Non-equity incentive plan compensation – Value earned during the year
	(\$)	(\$)	(\$)
Randy Buffington (President and CEO)	Nil	Nil	85,265
Greg Martin (EVP and CFO)	Nil	Nil	17,401
Steve Newman (VP Technical Services)	Nil	40,513	89,123
Greg French (VP Exploration)	Nil	17,914	62,020
Cassandra Joseph (SVP, General Counsel)	Nil	17,529	129,433
Matthew Anderson (Interim CFO)	Nil	Nil	55,781
Phillip "Kris" Sims (Interim CFO)	Nil	Nil	Nil
Andre van Niekerk (Former CFO) <sup>(3)</sup>	Nil	Nil	Nil

### Notes

<sup>(1)</sup> The closing market price of the Common Shares on the TSX on December 31, 2022 was \$0.29.

<sup>(2)</sup> The value vested in the year represents the aggregate dollar value that would have been realized if the stock options had been exercised on their applicable vesting date and is equal to the difference between the closing market price of the Common Shares underlying the stock options on the TSX on the vesting date and the exercise price of the stock options.

<sup>(3)</sup> Mr. Van Niekerk's employment with the Corporation ceased in May 2022. As a result, all unvested stock options and share-based awards were forfeited for no consideration.

## Termination and Change of Control Benefits

On October 16, 2019, the Board approved a Termination without Cause Policy (the "**Termination Policy**") and Change of Control Severance Plans (the "**Change of Control Plans**"), which provide for more consistent treatment among executives, including the NEOs, upon certain termination events.

Pursuant to the **Termination Policy**, in the event that an NEO's employment is terminated by the Corporation on a without cause basis, the NEO would receive:

- (i) accrued or earned but unpaid compensation and benefits (including unpaid base salary, vacation pay and bonus);
- (ii) a lump sum payment equal to, for the CEO, 1x (100%) and for the other NEOs, 0.75x (75%) of (a) the NEO's base salary, plus (b) the average of the annual bonus under the STIP paid or payable to the NEO in respect of the last three completed fiscal years immediately preceding the termination date, or if the NEO has been designated a participant in the STIP for less than three completed fiscal years, the target annual performance incentive that would have been payable to the NEO by or on behalf of the Corporation in respect of the fiscal year in which the termination date occurred (on an annualized basis); and
- (iii) continued health coverage until the earlier of (a) six months from the termination date, or (b) the date upon which the NEO and/or the NEO's eligible dependents obtain alternate coverage under similar benefits plans. Any outstanding equity awards held by the NEO,

including stock options, RSUs and PSUs, would be governed by the terms of the applicable plan and grant agreement.

The **Change of Control Plans** provide that in the event of a double trigger event, which is when an NEO's employment is terminated by the Corporation on a without cause basis or an NEO resigns for good reason (as defined in the Change of Control Plans), each within twenty-four months of a change of control of the Corporation, the NEO will receive:

- (i) accrued or earned but unpaid compensation and benefits (including unpaid base salary, vacation and bonus);
- (ii) a lump sum payment equal to, for the CEO, 2x (200%) and for the other NEOs, 1.5x (150%) of (a) the NEO's base salary, plus (b) the average of the annual bonus under the STIP paid or payable to the NEO in respect of the last three completed fiscal years immediately preceding the change of control, or if the NEO has been designated a participant in the STIP for less than three completed fiscal years, the target annual performance incentive that would have been payable to the NEO by or on behalf of the Corporation in respect of the fiscal year in which the change of control occurs (on an annualized basis); and
- (iii) continued health coverage until the earlier of (x) twelve months from the termination date, or (y) the date upon which the NEO and/or the NEO's eligible dependents obtain alternate coverage under similar benefits plans. Any outstanding equity awards held by the NEO, including stock options, RSUs and PSUs, will be governed by the terms of the applicable plan and grant agreement.

Notwithstanding the foregoing, the provision of the severance payments under the Termination Policy and Change of Control Plans will cease and any amounts received in respect thereof must be paid back to the Corporation by the individuals in the event that they breach one or more post-termination obligations set out in their employment agreements, including a six-month post-termination non-solicitation restriction of clients, employees and consultants, a confidentiality requirement and a non-disparagement restriction.

The estimated incremental payments from the Corporation to Mr. Buffington, Mr. Martin, Mr. Newman, and Mr. French, respectively, on: (i) a termination without cause; or (ii) a termination without cause or resignation with good reason, in each case, within twenty-four months of the consummation of a change of control, assuming the triggering event occurred on December 31, 2022, are as follows:

NEO		Termination Without Cause <sup>(1)</sup> \$	Change of Control <sup>(1)</sup> \$
Randy Buffington <sup>(2)</sup>	Salary	609,039	1,218,078
	Bonus	609,039	1,218,078
	Equity <sup>(2)</sup>	RSU: 963,363; PSU: 42,411	RSU: 963,363; PSU: 42,411
Gregory Martin	Salary	380,649	761,299
	Bonus	380,649	761,299
	Equity <sup>(2)</sup>	RSU: 216,756	RSU: 216,756
Steve Newman	Salary	243,616	487,231
	Bonus	121,808	243,616
	Equity <sup>(2)</sup>	RSU: 726,445; PSU:12,974	RSU: 726,445; PSU:12,974
Greg French	Salary	243,616	487,231
	Bonus	121,808	243,616
	Equity <sup>(2)</sup>	RSU: 175,013; PSU: 34,201	RSU: 175,013; PSU: 34,201
Cassandra Joseph	Salary	350,197	700,395
	Bonus	350,197	700,395
	Equity <sup>(2)</sup>	RSU: 985,090; PSU: 168,717	RSU: 985,090; PSU: 168,717

**Notes:**

- <sup>(1)</sup> Salaries and bonuses are paid in US Dollars and therefore have been translated into CAD using \$1.3534 CAD/USD, the exchange rate on December 31, 2022.
- <sup>(2)</sup> The value of the NEOs' RSUs was determined by multiplying the number RSUs that have not vested by the market price of a Common Share on the TSX on December 31, 2022, which was \$0.29. The value of the NEOs' PSUs was determined by multiplying the number PSUs that have not vested by the market price of a Common Share on the TSX on December 31, 2022, which was \$0.29, and assuming a performance factor of 1x (target level performance).

## Director Compensation

The objective of the Corporation's director compensation approach is to recruit and retain directors who have the right skills, knowledge and abilities to undertake the Board's mandate and improve the long-term success and growth of the Corporation. The Committee periodically reviews director compensation and recommends changes when warranted under the circumstances. The Committee benchmarks director compensation against the same peer group used to benchmark the senior executive compensation.

The non-employee director compensation plan consists of annual retainers as well as retainers for Committee Chairs, paid in the form of cash and equity-based compensation.

In 2022, Board members were compensated for their services as directors through a combination of an annual retainer fee and annual equity-based compensation in the form of DSUs; independent directors are not compensated based on performance. The fees and retainers for directors who are not executives as of December 31, 2022 is as set out below and is expressed in US dollars unless otherwise noted:

Component	Cash Retainer (\$)	Equity Retainer (\$)
Non-executive chairman	75,000	150,000
Lead independent director	70,000	140,000
Non-executive director	50,000	100,000
<b>Committee Chair (in addition to Committee Member Retainer)</b>		
Technical Chair	20,000	-
Audit Chair	12,500	-
Nomination/ Governance Chair Compensation Chair Sustainability Chair	10,000	-
<b>Committee Member</b>		
Technical Member	15,000	-
Audit Member	10,000	-
Nomination/ Governance Member Compensation Member Sustainability Member	8,000	-
<b>Other</b>		
Special Committee	10,000	-

The following table discloses the compensation provided to the directors for the Corporation's financial year ended December 31, 2022, all values are in Canadian dollars:

Name	Fees Earned <sup>(1)</sup>	DSUs Granted <sup>(1) (2)</sup>	Option-based awards	Non-equity incentive plan compensation	Pension Value	All other compensation	Total
	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)
Tom Albanese	39,378	288,126	Nil	Nil	Nil	Nil	327,503
Michael Brown	35,798	233,771	Nil	Nil	Nil	Nil	269,569
G. Ernest (Ernie) Nutter	36,774	230,025	Nil	Nil	Nil	Nil	266,800
Raffaele (Lucio) Genovese	33,357	219,698	Nil	Nil	Nil	Nil	253,055
Stephen Gill	36,124	297,544	Nil	Nil	Nil	Nil	333,668
Evgenij Iorich	25,384	188,905	Nil	Nil	Nil	Nil	214,289
John Nagulendran <sup>(3)</sup>	16,272	174,758	Nil	Nil	Nil	Nil	191,029
Kate Southwell <sup>(4)</sup>	22,781	194,429	Nil	Nil	Nil	Nil	217,209
Kalidas Madhavpeddi <sup>(3)</sup>	16,272	141,278	Nil	Nil	Nil	Nil	157,549
Randy Buffington <sup>(5)</sup>	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Guillaume de Dardel <sup>(6)</sup>	Nil	Nil	Nil	Nil	Nil	Nil	Nil

**Notes:**

<sup>(1)</sup> Cash fees earned were paid to directors in US Dollars and have been translated into CAD using the average exchange rate over the year of \$1.3017.

<sup>(2)</sup> DSUs were granted to all directors for equity awards and some fees due in respect of 2022. The DSUs vested immediately. The DSUs were valued at the five-day VWAP at the date of the grant, being \$0.64 per unit and an exchange rate of \$1.2558 CAD/USD for the first half of the year and \$0.269 per unit and an exchange rate of \$1.3404 CAD/USD for the second half of the year.

- (3) The Corporation had established an Advisory Board consisting of Mr. Madhavpeddi and Mr. Nagulendran in 2022 to provide it with additional views and advice on an ad hoc basis. Mr. Madhavpeddi and Mr. Nagulendran were granted the DSUs shown in the table above as compensation for their services. Mr. Madhavpeddi and Mr. Nagulendran resigned from the Advisory Board effective December 1, 2022.
- (4) Ms. Southwell resigned from the Board of Directors effective February 28, 2023.
- (5) Mr. Buffington was appointed to the Board of Directors on November 1, 2022. He receives no additional compensation for his role as a director.
- (6) Mr. de Dardel was appointed to the Board of Directors on November 4, 2022. Mr. de Dardel receives no compensation as per Mercuria's directorship policy.

### **Outstanding Share-based Awards and Option-based Awards (Directors)**

The DSU Plan is administered by the Compensation Committee and provides that the Board may designate, from time to time at its sole discretion, the directors of the Corporation who are entitled to participate in the DSU Plan (the "DSU Participant(s)").

The DSUs granted to a DSU Participant under the DSU Plan vest on the date of grant. DSUs will be paid out 30 days following the date a DSU Participant ceases to be a director of the Corporation and settlement of DSUs will be by way of: (i) a lump sum cash payment; (ii) the issuance of Common Shares; or (iii) a combination of a cash payment and the issuance of Common Shares, at the discretion of the Board. If dividends are paid on the Common Shares, additional DSUs will be automatically granted in accordance with the DSU Plan to each DSU Participant who holds DSUs on the record date for such dividend. The rights and interests of a DSU Participant in respect of the DSU Plan are not transferable or assignable, other than by will or the laws of succession. In the case of an adjustment to the issued Common Shares, the Corporation will make an adjustment to the number of DSUs or the kind of securities that are subject to the issued DSUs.

The following table sets out all share-based awards and option-based awards outstanding as of December 31, 2022, for each director:

Name	Option-Based Awards				Share-Based Awards		
	Number of Securities Underlying Unexercised Options	Option Exercise Price	Option	Value of Unexercised In-the-Money Options <sup>(1)</sup>	Number of shares or units of shares that have not vested	Market or payout value of share-based awards that have not vested	Market or payout value of vested share-based awards not paid out or distributed
	(#)	(\$)	Expiration Date	(\$)	(#)	(\$)	(\$) <sup>(2)</sup>
Tom Albanese	43,300	6.70	16-May-23	Nil	Nil	Nil	314,050
	79,074	4.40	26-Feb-24				
	12,551	4.40	26-Feb-24				
	109,254	1.60	10-Apr-25				
Michael Brown	43,300	6.70	16-May-23	Nil	Nil	Nil	249,828
	56,481	4.40	26-Feb-24				
	78,038	1.60	10-Apr-25				
G. Ernest (Ernie) Nutter	43,300	6.70	16-May-23	Nil	Nil	Nil	260,843
	56,481	4.40	26-Feb-24				
	12,551	4.40	26-Feb-24				
	78,038	1.60	10-Apr-25				
Raffaele (Lucio) Genovese	43,300	6.70	16-May-23	Nil	Nil	Nil	284,138
	56,481	4.40	26-Feb-24				
	78,039	1.60	10-Apr-25				
Stephen Gill	75,700	6.70	16-May-23	Nil	Nil	Nil	328,128
	84,722	4.40	26-Feb-24				
	12,551	4.40	26-Feb-24				
	117,058	1.60	10-Apr-25				
Evgenij Iorich	43,300	6.70	16-May-23	Nil	Nil	Nil	220,486
	56,481	4.40	26-Feb-24				
	78,039	1.60	10-Apr-25				
John Nagulendran	Nil	Nil	Nil	Nil	Nil	Nil	190,495
Kate Southwell	64,690	6.70	16-May-23	Nil	Nil	Nil	179,697
Kalidas Madhavpeddi	Nil	Nil	Nil	Nil	Nil	Nil	108,404

**Notes:**

<sup>(1)</sup> In-the-money options are those stock options where the market value of the underlying securities as at the most recent financial year end exceeds the option exercise price. The closing market price of the Common Shares on the TSX as of December 31, 2022 was \$0.29. As at year-end, there were no stock options outstanding that were in the money, and therefore no value attributed.

<sup>(2)</sup> The values of the DSUs were calculated by multiplying the number of DSUs not yet paid out from the director's account by the closing price of the Common Shares on the TSX as of December 31, 2022, being \$0.29.

## SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The only equity compensation plans which the Corporation has in place as at December 31, 2022 that provide for the issuance of Common Shares from treasury are the Option Plan and the DSU Plan. The Company is presenting an Omnibus Plan for approval by the Shareholders at this meeting. The proposed Omnibus Plan will govern equity compensation for grants issued subsequent to the effective date of the Omnibus Plan. The Option Plan and DSU Plan will continue to govern previously issued equity compensation. Below is a summary of each of these plans.

### ***The Option Plan***

The Option Plan was last approved by Shareholders on June 24, 2020. The Option Plan has been established to provide incentive to qualified parties to increase their proprietary interest in the Corporation and thereby encourage their continuing association with the Corporation. The Option Plan is administered by the Board.

In accordance with the requirements of the Toronto Stock Exchange (the “TSX”), every three years after institution, all unallocated stock options, rights and other entitlements under a security-based compensation arrangement which does not have a fixed maximum number of securities issuable (commonly referred to as a “rolling plan”) must be approved by a majority of the issuer’s directors and the issuer’s securityholders. As the Option Plan does not have a fixed maximum number of securities issuable thereunder, the Shareholders were required to approve all unallocated stock options issuable pursuant to the Option Plan. Shareholders approved the Option Plan at the Corporation’s annual meeting held on June 24, 2020 pursuant to which the Corporation was authorized to grant stock options thereunder until June 24, 2023. Subject to the approval of the Shareholders at the Meeting, new stock option grants will be governed by the terms of the Omnibus Plan and no new stock option grants shall be made under the Option Plan. Existing stock option grants shall continue to be governed by the Option Plan.

Any director, officer, employee (whether part-time or full-time) or consultant of the Corporation or any of its subsidiaries (each being an “Eligible Person”) is eligible to receive stock options under the Option Plan.

The number of shares available for purchase pursuant to stock options granted under the Option Plan, and all other security-based compensation arrangements of the Corporation (i.e., the DSU Plan), will not exceed 10% of the number of Common Shares which are issued and outstanding (the “Outstanding Issue”) on the particular date of grant. As at December 31, 2022, 4,470,936 stock options exercisable for 4,470,936 Common Shares (representing approximately 0.62% of the number of issued and outstanding Common Shares as at December 31, 2022) were outstanding. As at December 31, 2022, taking into account the number of stock options and DSUs outstanding, there were 60,514,174 Common Shares available for issuance in satisfaction of further stock option and DSU grants (representing approximately 8.36% of the number of issued and outstanding Common Shares as at December 31, 2022).

In accordance with the Option Plan, the Board may, at any time, without further approval by the Shareholders of the Corporation, amend the Option Plan or any stock option granted thereunder in such respects as it may consider advisable and, without limiting the generality of the foregoing, it may do so to:

1. correct typographical, clerical and grammatical errors;



2. ensure that the Option Plan complies with applicable laws and regulatory requirements, including the requirements of the TSX, in place from time to time;
3. amend the vesting provisions of any outstanding stock options as contemplated by the Option Plan;
4. amend the provisions of the Option Plan respecting the administration of the Option Plan and the exercise of stock options, including to provide for the addition of a cashless exercise feature, payable in cash or securities;
5. amend the termination provisions of stock options or of the Option Plan which do not entail an extension beyond the original expiry date;
6. amend the definitions set out in section 1.1 of the Option Plan (other than the definition of “Eligible Person”);
7. amend the change of control provisions provided for in the Option Plan; and
8. ensure that the stock options granted under the Option Plan comply with any provisions respecting the income tax and other laws in force in any country or jurisdiction of which a participant to whom a stock option has been granted may from time to time be a resident or a citizen.

Shareholder approval is required to:

1. increase the maximum number of Common Shares which may be issued under the Option Plan;
2. make any amendment which reduces the exercise price of any stock option after the stock options have been granted or any cancellation or termination of a stock option prior to its expiry for the purpose of re-issuing stock options to the same optionee with a reduced exercise price, except in the case of an adjustment pursuant to section 2.5 of the Option Plan;
3. make any amendment to the Option Plan which increases the non-employee director participation limit or which increases the insider participation limit;
4. make any amendment to the Option Plan that extends the expiry date of any stock option beyond the original expiry date, except in the case of an extension due to a Blackout Period (as defined below);
5. make any amendment which would permit a stock option granted under the Option Plan to be transferable or assignable by any optionee other than as currently permitted under the Option Plan;
6. make any amendment to section 1.5(d) of the Option Plan so as to increase the ability of the Board to amend the Option Plan without shareholder approval, and
7. make any amendment requiring shareholder approval under applicable laws or rules of the TSX.

The exercise price of each stock option shall be not less than the VWAP of the Common Shares, calculated by dividing the total value by the total volume of Common Shares traded on the TSX for the five trading days immediately preceding the date of grant.

The stock options are non-assignable and may be exercised for a period not to exceed five years, such period and any vesting schedule to be determined by the Board.

Subject to the provisions of the Option Plan, the Board shall have the authority to determine the limitation, restrictions and conditions, if any, in addition to or in variation of those set forth in the Option Plan, applicable to the exercise of a stock option, including, without limitation, the nature and duration of the restrictions, if any, to be imposed upon the exercise of the stock option or the sale or other disposition of Common Shares acquired upon exercise of the stock option, and the nature of the events, if any, and the duration of the period in which any participant's rights in respect of Common Shares acquired upon exercise of a stock option may be forfeited, with the discretion in the Board to modify or rescind such restrictions in the event of certain corporate developments including but not limited to a take-over bid, reorganization, merger, change in capital or amalgamation.

Stock options held by an optionee that ceases to be an Eligible Person for any reason other than death, will cease to be exercisable at 4:30 p.m. (Vancouver time) on or before the earlier of the expiry date of the stock options and the termination date of such optionee. If any portion of a stock option is not vested by such date, that portion of the stock option may not be exercised by the optionee.

If an optionee dies while an Eligible Person, the personal representative of the optionee may exercise the optionee's stock options on or before the earlier of the expiry date or twelve months after the date of the optionee's death, but only to the extent the stock options were by their terms exercisable on the date of death.

The number of Common Shares subject to stock options granted to any one optionee shall be determined by the Board subject to: (a) the number of Common Shares issuable to insiders of the Corporation, at any time, under all share compensation arrangements, not exceeding 10% of the Outstanding Issue; and (b) the aggregate number of Common Shares issued to insiders of the Corporation, pursuant to the exercise of stock options granted under the Option Plan and all other share compensation arrangements, in any 12 month period, not exceeding 10% of the Outstanding Issue.

The Option Plan contains adjustment provisions in the event of the subdivision or consolidation of the shares of the Corporation, or in the event that the Corporation is re-organized, amalgamated or merged with or consolidated into another corporation or in the event there is a change in control of the Corporation.

In the event of a takeover bid for the Corporation, including a corporate combination, the Option Plan provides, inter alia, that notwithstanding any vesting restriction that would otherwise apply, all outstanding stock options may be exercised in whole or in part by the optionee so as to permit the optionee to tender the shares received upon such exercise pursuant to the takeover bid.

There is no financial assistance available to optionees under the Option Plan.

Any amendment under the Option Plan which requires shareholder approval pursuant to the policies of the TSX will be subject to the receipt of shareholder approval in accordance with the policies of the TSX.

The expiry date of outstanding stock options held by optionees which may expire during a restricted trading period imposed by the Corporation in accordance with applicable securities laws (a "Blackout Period"), will be extended for a period of 10 business days commencing on the first business day after the expiry date of the Blackout Period to provide such optionees with an extension to the right to exercise such stock options.

The above summary is qualified in its entirety by the full text of the Option Plan. The following table sets out the annual burn rate for the Option Plan for the prior three financial years:

For the year ended December 31,	Number of Options Granted	Weighted Average Common Shares Outstanding	Percentage
2022	517,245	486,012,523	0.11%
2021	2,458,857	205,077,229	1.20%
2020	1,999,797	109,999,400	1.82%

### ***The DSU Plan***

The Board adopted the DSU Plan on September 19, 2013, and subsequently amended the plan on March 25, 2014, February 10, 2017, April 6, 2018 and June 24, 2020 for the purpose of providing non-executive directors of the Corporation with the opportunity to participate in the long-term success of the Corporation and to promote a greater alignment of interests between the directors of the Corporation and the Shareholders. On June 24, 2020, the DSU Plan was amended to include members of advisory boards and advisors to the Board as eligible participants in the DSU Plan. This amendment did not require Shareholder approval pursuant to the terms of the DSU Plan. No changes were made to the DSU Plan in 2022. Subject to the approval of the Shareholders at the Meeting, new DSU grants will be governed by the terms of the Omnibus Plan and no new DSUs shall be granted under the DSU Plan. Existing DSU grants shall continue to be governed by the DSU Plan.

The DSU Plan provides for the granting of DSUs for the purpose of advancing the interests of the Corporation and its affiliates through the motivation, attraction and retention of directors, through payment of compensation related to the market price of the Common Shares.

The DSU Plan is administered by the Board. Each DSU granted is credited by means of an entry on the books of the Corporation to a DSU Participant, representing the right to receive 30 days following the date which the DSU Participant ceases to be an eligible participant, at the discretion of the Board: (i) a cash payment equal to the then market price (i.e. the VWAP of the Common Shares on the TSX for the five trading days ending on the last trading date immediately preceding the date as of which the market price is determined) of a Common Share in accordance with the DSU Plan, or (ii) one Common Share (subject to adjustments) issued from treasury or (iii) a combination of a cash payment and the issuance of Common Shares from treasury on the aforementioned bases.

The maximum number of Common Shares made available for the DSU Plan and all other security-based compensation arrangements of the Corporation shall be determined from time to time by the Board, but in any case, shall not exceed 10% of the number of Common Shares issued and outstanding from time to time, subject to adjustments as contemplated under the DSU Plan. The aggregate number of Common Shares issuable to insiders pursuant to DSUs granted and all other security-based compensation arrangements of the Corporation, at any time, shall not exceed 10% of the total number of Common Shares then outstanding.

As at December 31, 2022 a total of 7,365,760 DSUs (representing approximately 1.02 % of the number of issued and outstanding Common Shares as at December 31, 2022) granted to eligible participants in the DSU Plan were outstanding. As at December 31, 2022, taking into account the number of stock options and DSUs outstanding, there were 60,514,174 Common Shares available for issuance in satisfaction of further stock option and DSU grants (representing approximately 8.36% of the number of issued and outstanding Common Shares as at December 31, 2022).

Each grant of a DSU under the DSU Plan is evidenced by a grant letter issued to the DSU Participant. Such grant letter is subject to all applicable terms and conditions of the DSU Plan and may be subject to any other terms and conditions which are not inconsistent with the DSU Plan and which the Board deems appropriate.

All DSUs vest on the date of the applicable grant letter.

In the event a dividend is paid on the Common Shares while DSUs are outstanding, each DSU Participant will be credited with additional DSUs. In such case, the number of additional DSUs will be equal to the aggregate amount of dividends that would have been paid to the participant if the DSUs in the DSU Participant's account on the record date had been Common Shares divided by the market price of a Common Share on the ex-dividend date in respect of which dividends were paid by the Corporation. The additional DSUs will vest on the vesting date of the particular outstanding DSUs to which the additional DSUs relate. Additionally, the number of DSUs outstanding may be adjusted to reflect changes to the Corporation's outstanding share capital, such as share consolidations or subdivisions.

Except pursuant to a will or by the laws of succession, no DSU is assignable or transferable.

The Board has the discretion (without Shareholder approval) to amend, modify and change the provisions of the DSU Plan, including, without limitation:

- (a) amendments of a house keeping nature; and
- (b) changes to the settlement date of any DSUs.

However, without limitation of the generality of the foregoing, Shareholder approval would be required for amendments to the provisions of the DSU Plan that would:

- (a) change insider participation limits which would result in Shareholder approval to be required on a disinterested basis;
- (b) increase the number of Common Shares or maximum percentage of Common Shares, which may be issued pursuant to the DSU Plan; or
- (c) change any amending provisions of the DSU Plan.

The following table sets out the annual burn rate for the DSU Plan for the prior three financial years:

For the year-ended December 31,	Number of DSUs Granted	Weighted Average Common Shares Outstanding	Percentage
2022	1,757,718	486,012,523	0.36%
2021	3,140,525 <sup>(1)</sup>	205,077,229	1.5%
2020	497,705	109,999,352	0.45%

**Notes:**

<sup>(1)</sup> Phil Day and Justin Cochrane had 68,868 and 298,177 DSUs outstanding during 2021, respectively. Upon their resignation, these DSUs were converted into Common Shares once the Corporation was out of its Blackout Period.

### Equity Compensation Plan Information

The following table sets out equity compensation plan information as at December 31, 2022:

	Number of securities to be issued upon exercise of outstanding options and rights	Weighted-average exercise price of outstanding options	Number of securities remaining available for future issuance under equity compensation plans <sup>(1)</sup>
Plan Category	(a)	(b)	(c)
Equity compensation plan approved by securityholders			
– on June 24, 2020 (the Option Plan)	4,470,936	\$3.02	60,514,174
– on June 30, 2021 (the DSU Plan)	7,365,760	-	-
Equity compensation plans not approved by securityholders	Nil	Nil	Nil
<b>Total</b>	<b>11,836,696<sup>(2)</sup></b>	<b>\$3.02</b>	<b>60,514,174<sup>(3)</sup></b>

Notes:

- <sup>(1)</sup> Excluding securities provided in column (a). Based on 10% of the issued and outstanding Common Shares as at December 31, 2022 less the number of Common Shares listed in column (a).
- <sup>(2)</sup> The total outstanding stock options and DSUs represent approximately 1.64% of the Common Shares issued and outstanding as at December 31, 2022.
- <sup>(3)</sup> The total number of stock options and DSUs available for issuance represent approximately 8.36% of the Common Shares issued and outstanding as at December 31, 2022.

### INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

No directors, proposed nominees for election as directors, executive officers or their respective associates or affiliates, or other management of the Corporation were indebted to the Corporation (or its subsidiaries) as of the commencement of the financial year ended December 31, 2021 or as at the date hereof.

### INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

#### Promissory Notes

In May 2022, Pala agreed to provide funding to the Corporation of up to \$20 million pursuant to a promissory note entered into with Pala in May 2022 (the “May 2022 Promissory Note”). In August 2022, Pala provided additional funding to the Corporation of \$15 million pursuant to another promissory note entered into with Pala in August 2022 (the “August 2022 Promissory Note”). Further, in October 2022, Pala provided additional funding to the Corporation of \$7.5 million pursuant to another promissory note entered into with Pala in October 2022 (the “October 2022 Promissory Note”). The principal amount outstanding under the August 2022 Promissory Note and \$5 million of the principal amount outstanding under the October 2022 Promissory Note was repaid through the issuance of Common Shares to Pala under the Pala 2022 Private Placement (as defined below). The remaining \$2.5 million principal amount outstanding under the October 2022 Promissory Note and the accrued interest on the August 2022 Promissory Note and the October 2022 Promissory Note, in the amount of approximately \$0.3 million in aggregate, was repaid to Pala on closing of the Restart Financing Package. The principal and accrued interest balance of approximately \$20.5 million under the May 2022 Promissory Note was added to the principal amount of the A&R Credit Facility.

### ***Restart Financing Package***

During the third quarter of 2022, the Corporation announced the Restart Financing Package, which included participation from Pala and Mercuria. The Corporation and its key financing partners entered into definitive agreements in respect of and closed the Restart Financing Package on October 28, 2022.

See the Corporation's annual information form dated March 20, 2023 for the financial year ended December 31, 2022 (the "AIF") and management's discussion and analysis dated March 20, 2023 for the financial year ended December 31, 2022 for a full description of the Restart Financing Package. Other matters relating to the Corporation's dealings with Pala and Mercuria are also described in the AIF.

## APPOINTMENT OF AUDITORS

PricewaterhouseCoopers LLP, Chartered Professional Accountants (“PWC”), will be nominated at the Meeting for re-appointment as auditor of the Corporation at a remuneration to be fixed by the directors. PWC was appointed as the auditor of the Corporation on April 10, 2018. The Board recommends that Shareholders vote FOR the re-appointment of PWC and the authorization for the directors to fix the remuneration of the auditor. **Unless otherwise instructed, the named proxyholders will vote FOR the re-appointment of PWC and the authorization for the directors to fix the remuneration of the auditor.**

### AUDIT COMMITTEE AND RELATIONSHIP WITH AUDITOR

Information concerning the Corporation’s Audit Committee is set out under the heading “Audit Committee Information” in the AIF. The AIF may be obtained from SEDAR under the Corporation’s profile at [www.sedar.com](http://www.sedar.com).

### MANAGEMENT CONTRACTS

There are no management functions of the Corporation which are to any substantial degree performed by a person or Corporation other than the directors or senior officers of the Corporation.

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

Other than as disclosed elsewhere in this Information Circular and other than transactions carried out in the ordinary course of business of the Corporation or any of its subsidiaries, none of the directors or senior officers of the Corporation, no management nominee for election as a director of the Corporation, none of the persons who have been directors or executive officers of the Corporation since the commencement of the Corporation’s last completed financial year and no associate or affiliate of any of the foregoing has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting.

### ADDITIONAL INFORMATION

Additional information relating to the Corporation is available on SEDAR at [www.sedar.com](http://www.sedar.com). Shareholders may contact the Corporate Secretary of the Corporation at 61 E. Pursel Avenue, Yerington, NV, 89447 USA, Email: [info@nevadacopper.com](mailto:info@nevadacopper.com), Phone: (775) 463-3510 to request copies of the Corporation’s financial statements and management’s discussion and analysis.

Financial information for the Corporation is provided in the Corporation’s comparative audited financial statements and management’s discussion and analysis for the financial year ended December 31, 2021, which may be obtained from SEDAR under the Corporation’s name at [www.sedar.com](http://www.sedar.com).

## PARTICULARS OF ADDITIONAL MATTERS TO BE ACTED UPON

### Omnibus Equity Incentive Plan Approval

At the Meeting, Shareholders will be asked to consider and, if deemed fit, approve an ordinary resolution approving the Omnibus Plan. The Omnibus Plan is attached here as Appendix B.

The Omnibus Plan will provide eligible participants with compensation opportunities that will encourage ownership of Common Shares, enhance the Corporation's ability to attract, retain and motivate executive officers, directors and other key members of management and incentivize them to increase the long-term growth and equity value of the Corporation in alignment with the interests of Shareholders. The material features of the Omnibus Plan are summarized below.

### Administration and Eligibility

The Omnibus Plan will be administered by the Board, provided that the Board may, in its discretion, delegate its administrative powers under the Omnibus Plan to the Compensation Committee.

Directors, officers, employees and consultants of the Corporation and its designated subsidiaries will be eligible to participate in the Omnibus Plan.

### Types of Awards

The Omnibus Plan provides for awards of Restricted Share Units, Performance Share Units, Deferred Share Units and Options, each as defined and discussed in further detail below.

- **Restricted Share Units:** A Restricted Share Unit award is an award denominated in notional share units that generally becomes vested, if at all, following a period of continuous employment or service and once vested, entitles the participant to receive, as determined by the Board, a Common Share, a cash payment based on the Fair Market Value of a Common Share at the date of settlement or a combination of Common Shares and a cash payment. Fair Market Value under the Omnibus Plan means the volume weighted average trading price of a Common Share on the TSX for the five trading days immediately preceding the applicable date. In the Board's discretion, it may grant Restricted Share Units to any eligible person as bonus compensation under the Corporation's discretionary annual incentive program (an "**STI Award**"). The Board will have the authority to determine any vesting terms applicable to Restricted Share Units, subject to the Restricted Share Units vesting no later than the third anniversary of their grant date. Restricted Share Units may not be granted to non-employee directors.
- **Performance Share Units:** A Performance Share Unit award is an award denominated in notional share units that generally becomes vested, if at all, subject to the attainment of performance goals established by the Board and once vested, entitles the participant to receive, as determined by the Board, a Common Share, a cash payment based on the Fair Market Value of a Common Share at the date of settlement or a combination of Common Shares and a cash payment. The Board will have the authority to determine any vesting terms applicable to Performance Share Units (including the performance period (up to three years), any performance multiplier (between zero and two) in an award agreement (a "**Performance**



**Multiplier**") and the achievement of applicable performance vesting conditions). Performance Share Units may not be granted to non-employee directors.

- **Deferred Share Units:** A Deferred Share Unit award is an award denominated in notional share units that entitles the participant to receive, as determined by the Board, a Common Share, a cash payment based on the Fair Market Value of a Common Share at the date of settlement or a combination of Common Shares and a cash payment. The Board may fix from time to time a portion of the annual retainer fees that are payable to Directors in the form of Deferred Share Units ("**Mandatory Deferred Share Units**"). In addition, each Director will be given the right to elect to receive annual retainer fees in the form of Deferred Share Units in lieu of cash. If no election is made within the applicable time frames set out in the Omnibus Plan, the Director will be deemed to have elected to be paid the entire amount of his or her annual retainer fees in cash (other than the Mandatory Deferred Share Units). The number of such elected Deferred Share Units granted at any particular time will generally be calculated by dividing (i) the portion of the annual retainer fees to be received in the form of Deferred Share Units by (ii) the Fair Market Value of a Common Share on the date of grant. Additionally, the Board may, from time to time, subject to the provisions of the Omnibus Plan and such other terms and conditions as the Board may prescribe, grant additional Deferred Share Units to any director. Except as otherwise determined by the Board, Deferred Share Units will vest immediately upon grant. Deferred Share Units cannot be settled until the director ceases to provide services to the Corporation.
- **Options:** An Option award entitles the holder to acquire one Common Share upon the exercise of the Option at the exercise price as determined by the Board at the time of the Option grant, which exercise price must in all cases be not less than the Fair Market Value of a Common Share on the date of grant. Options vest in accordance with a vesting schedule to be determined from time to time by the Board. In order to facilitate the payment of the exercise price of the Options, the Omnibus Plan has a cashless exercise feature pursuant to which a participant may elect to surrender their Options to the Corporation in consideration for an amount from the Corporation equal to (i) the Fair Market Value of the Common Shares issuable on the exercise of such Option as of the date such Option is exercised, less (ii) the aggregate exercise price of the Option surrendered relating to such Common Shares. The Corporation will satisfy payment of such amount by delivering to the participant the number of Common Shares (rounded down to the nearest whole number) having a Fair Market Value equal to such amount.

With respect to U.S. taxpayers, an Option award may be in the form of an incentive stock option (an "**ISO**") that is intended to qualify for certain preferential tax treatment under the U.S. tax code. An Option award that is intended to qualify as an ISO will be subject to additional restrictions, including that: (i) the total number of Common Shares that may be issued in respect of ISOs may not exceed 79,535,747, representing approximately 10% of the issued and outstanding Common Shares as at the date of this circular; (ii) only employees are eligible to receive ISO grants; (iii) an ISO granted to certain persons holding more than 10% of the voting power of all classes of equity interests of the Corporation or certain related entities may not exceed a five-year term and may not have an exercise price that is less than 110% of the Fair Market Value of a Common Share on the grant date; (iv) the Omnibus Plan must be approved by the Shareholders within 12 months after the date of the Board's adoption of the

Omnibus Plan; and (v) certain other technical requirements that would need to be satisfied in order for the holder of an ISO to receive the full tax benefits associated with an ISO.

The expiry date of Options granted under the Omnibus Plan will be specified in the applicable award agreement and is generally expected to be the fifth anniversary of the date of grant. However, if an Option expires during a routine or special trading blackout period imposed by the Corporation to restrict trades in the Corporation's securities (a "**Blackout Period**"), then, notwithstanding any other provision of the plan, the Option will generally expire ten business days after the Blackout Period is lifted by the Corporation or otherwise expires.

Unless otherwise determined by the Board, Restricted Share Units, Performance Share Units and Deferred Share Units will be credited with dividend equivalents in the form of additional Restricted Share Units, Performance Share Units and Deferred Share Units, respectively, as of each dividend payment date in respect of which normal cash dividends are paid on Common Shares. Such dividend equivalents will be computed by dividing: (i) the amount obtained by multiplying the amount of the dividend declared and paid per Common Share by the number of Restricted Share Units, Performance Share Units and Deferred Share Units (in each case, vested and unvested), as applicable, held by the participant on the record date for the payment of such dividend, by (ii) the Fair Market Value as at the dividend payment date. Dividend equivalents credited to a participant's accounts will vest and generally settle on the same schedule as the Restricted Share Units, Performance Share Units and Deferred Share Units to which they relate.

### **Common Shares Subject to the Omnibus Plan and Participation Limits**

The maximum number of Common Shares that will be available for issuance under the Omnibus Plan is 10% of the issued and outstanding Common Shares from time to time, less the number of Common Shares underlying any stock options and deferred share units outstanding under the Corporation's stock option plan and deferred share unit plan from time to time; provided that, no greater than 5% of the issued and outstanding Common Shares from time to time may be issuable, in the aggregate, as Restricted Share Units or Performance Share Units under the Omnibus Plan. Common Shares underlying Options that have been exercised or have expired or been cancelled will become available for subsequent issuance under the Omnibus Plan. Common Shares underlying Restricted Share Units, Performance Share Units and Deferred Share Units that have been settled or that have expired or been cancelled will become available for subsequent issuance under the Omnibus Plan. Based on the number of Common Shares outstanding as of the date of this circular, if the Omnibus Plan is approved by Shareholders at the Meeting, it is estimated that 79,535,747 Common Shares would be available for issuance under the Omnibus Plan representing approximately 10% of the issued and outstanding Common Shares as at the date of this circular. When taking into account the number of stock options and DSUs that are currently outstanding, 60,514,174 awards would be available for issuance representing approximately 8.36% of the issued and outstanding Common Shares as at the date of this circular.

The maximum value of Options granted to any non-employee director in a one-year period combined with the value of all stock option grants to such director under other security-based compensation arrangements of the Corporation in such one-year period may not exceed US\$100,000. The maximum value of all awards granted under the Omnibus Plan to any non-employee director in a one-year period and grants under all other security-based compensation arrangements of the Corporation made other than in lieu of cash fees in such one-year period may not exceed US\$150,000. However, the foregoing limitations do not apply where the Corporation is making an initial grant to a new non-employee director upon that individual joining the Board, or for grants made in lieu of directors' fees payable in cash on a value-for-value basis.

The number of Common Shares issuable to Insiders (as defined in the TSX Company Manual), at any time, under all security-based compensation arrangements of the Corporation, cannot exceed 10% of the outstanding Common Shares. The number of Common Shares issued to Insiders as a group, pursuant to the exercise or settlement of Awards granted under the Omnibus Plan and all other security-based compensation arrangements of the Corporation, in any 12-month period, cannot exceed 10% of the outstanding Common Shares.

## **Termination of Employment**

### ***Options***

*Resignation or Termination for Cause.* Unless otherwise determined by the Board, each unvested Option will automatically terminate on the termination date and the participant may exercise any vested Options within 30 days after the participant's termination date, or such shorter period as is remaining in the term of the Options.

*Termination without Cause.* Unless otherwise determined by the Board, each unvested Option will automatically terminate on the termination date and the participant may exercise any vested Options within 90 days after the participant's termination date, or such shorter period as is remaining in the term of the Options.

*Death.* Unless otherwise determined by the Board, each unvested Option will automatically terminate on the participant's death and the participant's legal representatives may exercise any vested Options within 12 months after the participant's death, or such shorter period as is remaining in the term of the Options.

*Disability.* Unless otherwise determined by the Board, a portion of the participant's outstanding unvested Options will vest as at the participant's termination date. The percentage of Options which will vest will be determined by a fraction, the numerator of which is the number of days that have elapsed from the later of the grant date and the most recent vesting date up to and including the participant's termination date, and the denominator of which is the number of days from the later of the grant date and the most recent vesting date up to and including the next vesting date. The participant may exercise his or her vested Options within 90 days after the participant's termination date, or such shorter period as is remaining in the term of the Options.

*Termination Without Cause or Resignation for Good Reason Following a Change of Control.* If the applicable termination date occurs within 12 months of a Change of Control (as defined in the Omnibus Plan), all of the participant's Options will immediately fully vest, if not already vested, on the termination date and may be exercised in whole or in part by the participant within 12 months after the termination date, or such shorter period as is remaining in the term of the Options.

### ***Restricted Share Units and Performance Share Units***

*Resignation or Termination for Cause.* Unless otherwise determined by the Board, each unvested Restricted Share Unit or Performance Share Unit, as applicable, held by the participant will automatically terminate on the termination date and be of no further force. Any vested Restricted Share Units or Performance Share Units shall be settled as soon as practicable following the termination date.

*Death.* Unless otherwise determined by the Board, all of the participant's outstanding unvested Restricted Share Units or Performance Share Units, as applicable, will vest immediately on the participant's death (with the Performance Multiplier for the Performance Share Units being 1.0).

*Disability.* Unless otherwise determined by the Board, a portion of the participant's outstanding unvested Restricted Share Units or Performance Share Units, as applicable, as at the participant's termination date will remain outstanding and vest according to the applicable vesting schedule set out in the participant's award agreement as if the participant had remained employed or engaged. The percentage of Restricted Share Units which will remain outstanding will be determined by a fraction, the numerator of which is the number of days that have elapsed from the later of the grant date and the most recent vesting date up to and including the participant's termination date, and the denominator of which is the number of days from later of the grant date and the most recent vesting date up to and including the next vesting date. The percentage of Performance Share Units which will remain outstanding will be determined by a fraction, the numerator of which is the number of days that have elapsed from the grant date up to and including the participant's termination date, and the denominator of which is the number of days from the grant date up to and including the end of the applicable performance period.

*Termination Without Cause.* Unless otherwise determined by the Board, all of the participant's outstanding unvested Restricted Share Units or Performance Share Units, as applicable, as at the participant's termination date will remain outstanding and vest according to the applicable vesting schedule set out in the participant's award agreement as if the participant had remained employed or engaged until the end of the later of the participant's termination date and the end of any applicable minimum period of statutory notice of termination of employment or period of contractual notice of termination of employment or contractual salary continuance period).

*Termination Without Cause or Resignation for Good Reason following a Change of Control.* Unless otherwise determined by the Board, if the participant's termination or resignation for Good Reason (as defined in the Omnibus Plan) is on or within 12 months following the completion of a Change of Control, all unvested Restricted Share Units or Performance Share Units, as applicable, held by the participant on the termination date will immediately vest as of the termination date and be settled as soon as practicable following the termination date (with the Performance Multiplier for any Performance Share Units being determined by the Board prior to the time of the Change of Control based on the achievement of the performance vesting conditions as at the completion of the Change of Control).

## **Change in Control**

In the event of a Change of Control, the surviving, successor or acquiring entity may assume any outstanding awards or substitute similar awards for the outstanding awards, as applicable. If the surviving, successor or acquiring entity assumes the outstanding Performance Share Units or substitutes similar awards for the outstanding Performance Share Units, the Performance Multiplier for each outstanding Performance Share Unit will be determined by the Board.

If the surviving, successor or acquiring entity does not assume the outstanding Options or substitute similar stock options, the Corporation may give written notice to all participants advising that the Options will be terminated effective immediately prior to the completion of the Change of Control and all Options will be deemed to be vested and all vested Options may be exercised in whole or in part by the participants in accordance with the terms of the Omnibus Plan. If the surviving, successor or acquiring entity does not assume the outstanding Restricted Share Units and/or Performance Share Units or substitute similar

awards for the outstanding Restricted Share Units and/or Performance Share Units, the Corporation may give written notice to all participants advising that the Restricted Share Units and/or Performance Share Units will be terminated effective immediately prior to the completion of the Change of Control and all Restricted Share Units will be deemed to be vested and a specified number of outstanding Performance Share Units (with such number and Performance Multiplier determined by the Board taking into account the level of achievement of the performance vesting conditions prior to the completion of the Change of Control), will be deemed to be vested as of the termination date and will be settled in accordance with the terms of the Omnibus Plan.

### **Assignability**

Except as required by law, the rights of a participant under the Omnibus Plan are not capable of being assigned, transferred, alienated, sold, encumbered, pledged, mortgaged or charged and are not capable of being subject to attachment or legal process for the payment of any debts or obligations of the participant unless otherwise approved by the Board or as provided for by the Plan in the event of a participant's death or by will or the laws of descent and distribution.

### **Fractional Shares**

No fractional Common Shares will be issued pursuant to an award.

### **Discontinuance and Amendments**

The Board may amend the Omnibus Plan or outstanding awards, or terminate the Omnibus Plan as to future grants of awards, except that the Board will not be able to alter the terms of an award if it would affect materially and adversely impact a participant's rights under the award without the participant's consent. Notwithstanding the above and subject to the rules of the TSX (as applicable), Shareholder approval will be required for the following amendments to the Omnibus Plan:

- increasing the number of Common Shares available for issuance under the Omnibus Plan, except pursuant to the provisions in the Omnibus Plan that permit the Board to make equitable adjustments in the event of transactions affecting the Corporation or its capital;
- reducing the exercise price of an Option or allowing for the cancellation and reissuance of an Option that would be considered a repricing under the rules of the TSX, except pursuant to the provisions in the Omnibus Plan that provide for the Board to make equitable adjustments in the event of transactions affecting the Corporation or its capital;
- extending the term of any award granted beyond its original expiry date (except where an expiry date would have fallen within a Blackout Period);
- increasing the length of the period after a Blackout Period during which Options may be exercised;
- increasing or removing the limits on the participation of non-employee directors or Insiders;
- permitting awards to be transferred other than for normal estate settlement purposes;
- deleting or reducing the range of amendments which require Shareholder approval; and
- any amendments which require Shareholder approval under applicable laws or the rules of the TSX.

Without limiting the generality of the Board’s discretion to amend the Omnibus Plan or outstanding awards, and subject to the above, Shareholder approval will not be required for, among others, the following amendments to the Omnibus Plan:

- amending the vesting provisions of an award or the Omnibus Plan;
- amending the termination provisions of awards or the Omnibus Plan which does not entail an extension beyond the original expiry date of any award;
- amending the provisions with respect to termination of employment or services;
- amending the definitions set out in the Omnibus Plan (other than the definition of “Eligible Person”);
- making amendments necessary for awards to qualify for favourable treatment under applicable tax laws;
- making any amendments necessary to comply with the provisions of applicable law or the rules, regulations and policies of any stock exchange (including the TSX) on which the Common Shares are listed;
- making any amendments of a “housekeeping” or administrative nature, including any changes or corrections which are required for the purpose of curing or correcting any ambiguity or defect or inconsistent provision or clerical omission or mistake or manifest error, provided that the Board is of the opinion that such changes or corrections will not be prejudicial to the rights and interests of the participants; and
- making any amendments necessary to suspend or terminate this Plan.

The form of resolution approving the Omnibus Plan, which requires a majority vote to be approved, is set forth in Appendix A of this Information Circular (the “Omnibus Equity Incentive Plan Resolution”). The Board encourages Shareholders to read the full text of the Omnibus Plan, included in Appendix B of this Information Circular, before voting on the Omnibus Plan Resolution.

Shareholders may vote FOR or AGAINST the Omnibus Equity Incentive Plan Resolution. The Board recommends that Shareholders vote FOR the Omnibus Equity Incentive Plan Resolution. **Unless otherwise instructed, the named proxyholders will vote FOR the Omnibus Equity Incentive Plan Resolution.**

## **OTHER MATTERS**

The Board is not aware of any other matters which it anticipates will come before the Meeting as of the date of mailing of this Information Circular.

The contents of this Information Circular and its distribution to Shareholders have been approved by the Board.

**DATED** as of the 19<sup>th</sup> day of May, 2022.

**BY ORDER OF THE BOARD OF DIRECTORS**

“Stephen Gill” (signed)

**Stephen Gill**  
**Non-Executive Chair**

**APPENDIX A**  
**OMNIBUS EQUITY INCENTIVE PLAN RESOLUTION**

***Shareholder Approval***

At the Meeting, Shareholders will be asked to consider and, if thought appropriate, to pass the following ordinary resolution, in substantially the following form, approving the Equity Incentive Plan (the “**Omnibus Equity Incentive Plan Resolution**”):

“BE IT RESOLVED THAT:

1. The omnibus equity incentive plan (the “**Equity Incentive Plan**”) of Nevada Copper Corp. (the “**Corporation**”) as **approved by the Corporation’s** board of directors on May 11, 2023, and attached as Appendix **B** to the Management Information Circular of the Corporation dated May 19, 2023 (the “**Circular**”), is ratified, approved and authorized;
2. the aggregate number of common shares reserved and available for grant and issuance pursuant to awards under the Equity Incentive Plan, less the number of common shares underlying any stock options and deferred share units outstanding under the Corporation’s existing option plan and deferred share unit plan from time-to-time and subject to the terms of the Equity Incentive Plan, shall not exceed 10% of the issued and outstanding common shares of the Corporation from time-to-time;
3. all unallocated entitlements under the Equity Incentive Plan are hereby approved and the Corporation shall have the ability to grant awards under the Equity Incentive Plan to be settled in common shares of the Corporation issued from treasury until June 20, 2026; and
4. any director or officer of the Corporation is hereby authorized and directed, acting for, in the name of and on behalf of the Corporation, to execute or cause to be executed, under the seal of the Corporation or otherwise, and to deliver or cause to be delivered, such other documents and instruments, and to do or cause to be done all such other acts and things, as may in the opinion of such director or officer of the Corporation be necessary or desirable to carry out the intent of the foregoing resolutions.”

**The Board recommends that you vote FOR the Omnibus Equity Incentive Plan Resolution.**

**Unless otherwise instructed, the named proxyholders will vote FOR the Omnibus Equity Incentive Plan Resolution.**

To be effective, the Omnibus Equity Incentive Plan Resolution must be approved by at least a majority of the votes cast thereon at the Meeting, failing which the Corporation will not be authorized to grant awards under the Equity Incentive Plan that may be settled in common shares of the Corporation issued from treasury.

In accordance with the requirements of the TSX, the Corporation will be required to seek the approval of Shareholders for all unallocated awards under the Equity Incentive Plan every three years.



**APPENDIX B**  
**OMNIBUS EQUITY INCENTIVE PLAN**

**NEVADA COPPER CORP.**  
**OMNIBUS EQUITY INCENTIVE PLAN**  
**As adopted May 11, 2023**

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**Nevada Copper Corp.**

**Omnibus Equity Incentive Plan**

**ARTICLE 1  
PURPOSE**

**1.1 Purpose**

The purposes of this Plan are (i) to advance the interests of the Corporation by enhancing the ability of the Corporation and its Subsidiaries to attract, motivate and retain Employees, Directors and Consultants, (ii) to reward such Eligible Persons for their sustained contributions, and (iii) to encourage such Eligible Persons to take into account the long-term financial performance of the Corporation.

**ARTICLE 2  
INTERPRETATION**

**2.1 Definitions**

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

**“Active Employment”** or **“Actively Employed”** means when a Participant is employed and actively providing services to the Corporation or a Subsidiary of the Corporation, or a Participant is on a vacation or a leave of absence approved by the Corporation or a Subsidiary of the Corporation or authorized under applicable law. For purposes of this Plan, except as may be required to comply with minimum requirements of applicable employment standards legislation, a Participant is not Actively Employed or in Active Employment if the Participant’s employment has been terminated by the Participant’s resignation or retirement or by the Corporation or a Subsidiary of the Corporation, regardless of whether the Participant’s employment has been terminated with or without Cause, lawfully or unlawfully or with or without notice, and, except as may be required by minimum requirements of applicable employment standards legislation, being Actively Employed or in Active Employment does not include any period during, or in respect of, which a Participant is receiving or is entitled to receive payments in lieu of notice (whether by way of lump sum or salary continuance), benefits continuance, severance pay, damages for wrongful dismissal or other termination related payments or benefits, in each case, whether pursuant to statute, contract, common law, civil law or otherwise;

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

**“Annual Retainer Fees”** means the annual Board, Board committee, Board chair, Board committee chair and lead independent director retainer fees, as applicable, paid by the Corporation to a Director in a calendar year for service on the Board, but, for greater certainty, shall exclude any meeting fees payable in respect of attendance at individual

meetings and amounts paid as a reimbursement for expenses incurred in attending meetings;

“**Award**” means any Option, Restricted Share Unit, Performance Share Unit, or Deferred Share Unit granted under this Plan (including any Dividend Equivalents as the context requires), which may be denominated or settled in Common Shares, cash or in such other forms as provided for herein;

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

“**Award Date**” means the date when a STI Award is payable to a Participant; *provided that*, if an Award Date falls within a Blackout Period or within five (5) Business Days immediately following a Blackout Period, the Award Date shall be the date which is six (6) Business Days following the date on which the Blackout Period ends;

“**Blackout Period**” means the period imposed by the Corporation, during which specified individuals, including Insiders, may not trade in Common Shares;

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

“**Business Day**” means any day, other than a Saturday or a Sunday, on which the TSX is open for trading;

“**Canadian Participant**” means a Participant who is a resident for purposes of the Tax Act or otherwise performing services in Canada for which an Award is not exempt from taxation under the Tax Act; *provided*, however, that a Participant shall be a Canadian Participant solely with respect to those affected Awards;

“**Cashless Exercise**” has the meaning set forth in Section 4.5(b);

“**Cause**” means, for the purpose of a Participant’s rights and entitlements under this Plan and not for any other purpose or entitlement, (i) if the Participant has a written employment or service agreement (or similar agreement) with the Corporation or a Subsidiary of the Corporation that defines “Cause”, “cause”, “just cause” or any other similar term, the meaning attributed to such term in such agreement, or (ii) if the Participant has no such written employment or service agreement (or similar agreement) or no such definition exists, means the occurrence of any one or more of the following events:

- (a) fraud, misappropriation, or attempted misappropriation of the property or funds of the Corporation or any Subsidiary of the Corporation by the Participant or embezzlement, malfeasance, misfeasance or nonfeasance in office or while carrying out the Participant’s duties which is willfully or grossly negligent on the part of the Participant;

- (b) the willful allowance by the Participant of the Participant's duty to the Corporation or any Subsidiary of the Corporation and his or her personal interests to come into conflict in a material way in relation to any transaction or matter that is of a substantial nature;
- (c) the Participant's violation of any provision of the Participant's employment or service agreement (or similar agreement), including, without limitation, any non-competition, non-solicitation or confidentiality covenants therein;
- (d) the Participant's violation of any applicable employment policy of the Corporation or any Subsidiary of the Corporation;
- (e) the Participant's conviction, indictment, or entering of a guilty plea or plea of no contest with respect to a felony or conviction of any summary conviction offence or indictable offence;
- (f) the Participant's failure to substantially perform the Participant's duties owed to the Corporation or any Subsidiary of the Corporation, which failure cannot be cured or is not cured within thirty (30) days after written notice from the Corporation or any Subsidiary of the Corporation to the satisfaction of the Corporation or any Subsidiary of the Corporation, acting reasonably, as long as the Participant is not prevented from performing or curing by actions outside the Participant's control; or
- (g) any other act or omission which would be considered by a court of competent jurisdiction to amount to cause at common law or serious reason for termination under the Civil Code of Québec or pursuant to any applicable state or federal statute;

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

- (a) the direct or indirect sale or disposition of, by conveyance, transfer, lease or otherwise, in any single transaction or series of related transactions, all or substantially all of the property or assets of the Corporation, other than to an entity which was an Affiliate of the Corporation prior to the sale or disposition;
- (b) a reorganization, amalgamation, merger, arrangement or combination of the Corporation with or into any other entity, which results in all of the Persons who were the beneficial owners of the voting securities of the Corporation immediately prior to such reorganization, amalgamation, merger, arrangement or combination, together being entitled to exercise less than 50% of the voting rights attached to the outstanding voting securities of the entity resulting from the applicable transaction;
- (c) a formal bid or tender offer for voting securities of the Corporation or other acquisition of voting securities of the Corporation being completed which results in the offeror, its Affiliates and any other Person acting jointly or in concert with the offeror (other than Pala Investments Limited or any of its Affiliates) together



being entitled to exercise more than 50% of the voting rights attached to the outstanding voting securities of the Corporation; *provided that*, prior to such offer or acquisition, such Persons were not entitled to exercise more than 50% of the voting rights attached to the outstanding voting securities of the Corporation; or

- (d) any transaction or series of related transactions determined by the Board to be substantially similar to any of the transactions noted above,

*provided that*, notwithstanding the foregoing, for purposes of any Award that constitutes “deferred compensation” (within the meaning of Section 409A of the Code), the payment of which would be accelerated upon a Change of Control, a transaction will not be deemed a Change of Control for Awards granted to any Participant who is a U.S. Taxpayer unless the transaction constitutes a “change in the ownership of the corporation,” “change in effective control of the corporation” or “change in the ownership of a substantial portion of the assets of the corporation,” in each case within the meaning of Section 409A of the Code;

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

“**Committee**” means the Compensation Committee of the Board or such other committee of the Board as designated by the Board from time to time to administer the Plan;

“**Common Share**” means a common share in the capital of the Corporation, or such other shares or securities as may be substituted therefore as a result of any change to the shares of the Corporation or any capital reorganization, arrangement, amalgamation, combination, recapitalization, merger or other event affecting all of the common shares of the Corporation;

“**Consultant**” means an individual (including an individual whose services are contracted through a personal holding corporation) with whom the Corporation or any Subsidiary of the Corporation has a contract for services who is approved for participation in the Plan by the Plan Administrator and for whom there exists an exemption from applicable prospectus requirements permitting the granting of an Award;

“**Corporation**” means Nevada Copper Corp. and any successor thereto;

“**Date of Grant**” means, for any Award, the date specified by the Plan Administrator at the time it grants the Award (or if no such date is specified, the date upon which the Award was granted) or the applicable Deferred Share Unit Grant Date, as the context requires;

“**Deferred Share Unit**” means a right representing a notional unit equivalent in value to a Common Share, credited by means of a bookkeeping entry in the books of the Corporation in accordance with Article 7;

“**Deferred Share Unit Grant Date**” means each date on which Deferred Share Units are credited to a Director in respect of his or her Elected Amounts, which shall be, unless

otherwise determined by the Plan Administrator, June 30<sup>th</sup> and December 31st each calendar year; *provided that*, if any such date falls on a day that is not a Business Day, the Deferred Share Unit Grant Date shall be the next following Business Day;

“**Disability**” or “**Disabled**” means, unless otherwise defined in an Award Agreement, or as otherwise determined under procedures established by the Committee for purposes of the Plan: (a) except as provided in (b) below, a disability within the meaning of Section 22(e)(3) of the Code; and (b) in the case of any Award that constitutes deferred compensation within the meaning of Section 409A of the Code, a disability as defined in regulations under Section 409A of the Code. For purpose of Section 409A of the Code, a Participant will be considered Disabled if: (i) the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or (ii) the Participant is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering employees of the Participant’s employer;

“**Director**” means a member of the Board;

“**Dividend Equivalent**” has the meaning set forth in Section 8.1(a);

“**DSU Termination Event**” means the time at which a Participant ceases to hold all positions with the Corporation or a Related Entity as a result of the Participant’s death or retirement or resignation from, or loss of, an office or employment for purposes of paragraph 6801(d) of the regulations under the Tax Act;

“**Effective Date**” means the effective date of this Plan, being May 11, 2023;

“**Elected Amount**” means the amount of the Annual Retainer Fees as elected by the Director, between zero percent (0%) and one hundred percent (100%) of any Annual Retainer Fees that would otherwise be paid in cash, which for greater certainty excludes any portion of the Annual Retainer Fees that is to be payable to Directors in the form of Mandatory Deferred Share Units pursuant to Section 7.1(a);

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

“**Eligible Person**” means any Director, Employee or Consultant;

“**Employee**” means an individual who is an employee or officer of the Corporation or a Subsidiary of the Corporation;

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

“**Exchange Manual**” means the TSX Company Manual, as may be amended or restated from time to time;

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

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

“**Expiry Date**” means the expiry date of an Option specified in the Award Agreement or, if not so specified, the fifth (5<sup>th</sup>) anniversary of the Date of Grant;

“**Fair Market Value**” means the volume weighted average trading price of a Common Share on the TSX for the five trading days immediately preceding the applicable day (calculated as the total value of Common Shares traded over the five-day period divided by the total number of Common Shares traded over the five-day period). In the event that such Common Shares are not listed and posted for trading on any Exchange, the Fair Market Value shall be the fair market value of such Common Shares as determined by the Board in its discretion and, with respect to an Award made to a U.S. Taxpayer, in accordance with Section 409A of the Code;

“**Good Leaver**” means a Participant who has experienced a Termination Date and who is deemed to be a “Good Leaver” by the Plan Administrator, in its discretion;

“**Good Reason**” for the purpose of a Participant’s rights and entitlements under this Plan and not for any other purpose or entitlement, means, to the extent applicable, “Good Reason” or any similar term as defined in a Participant’s written employment or service agreement (or similar agreement) with the Corporation or a Subsidiary of the Corporation;

“**In-the-Money Amount**” has the meaning set forth in Section 4.5(b);

“**Insider**” has the meaning ascribed to it in the Exchange Manual in respect of the rules governing Security Based Compensation Arrangements;

“**ISOs**” has the meaning set forth in Section 11.1;

“**Legacy Plans**” means the Corporation’s Stock Option Plan and the Corporation’s Deferred Share Unit Plan, in each case, as amended or restated from time to time;

“**Mandatory Deferred Share Units**” has the meaning set forth in Section 7.1(a);

“**Non-Employee Director**” means a Director who is not an Employee nor a Consultant;

“**Notice Period**” means the later of: (i) the Participant’s Termination Date; and (ii) the end of any applicable minimum period of statutory notice of termination of employment or period of contractual notice of termination of employment or contractual salary continuance period;

“**Option**” means a right to purchase Common Shares granted to an Eligible Person in accordance with Article 4;

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

“**Outstanding Issue**” is determined on the basis of the number of Common Shares that are outstanding (on a non-diluted basis) immediately prior to the share issuance or grant of the Award in question;

“**Participant**” means any Eligible Person to whom an Award is granted;

“**Performance Multiplier**” means the “Performance Multiplier” set out in the Award Agreement for an award of Performance Share Units, between zero (0) and two (2);

“**Performance Period**” means the three-year period or such shorter period as set out in the Award Agreement for an award of Performance Share Units;

“**Performance Share Unit**” means a right representing a notional unit equivalent in value to a Common Share, credited by means of a bookkeeping entry in the books of the Corporation in accordance with Article 6 that generally becomes vested, if at all, subject to the attainment of Performance Vesting Conditions and the satisfaction of such other conditions to vesting, if any, as may be determined by the Plan Administrator;

“**Performance Vesting Conditions**” means such performance-related conditions in respect of the vesting of Performance Share Units determined by the Plan Administrator and set forth in the Award Agreement, which may include but are not limited to, financial or operational performance of the Corporation, total shareholder return, return on equity or individual performance criteria, measured over the Performance Period;

“**Person**” means an individual, corporation, company, cooperative, sole proprietorship, partnership, limited partnership, limited liability partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, trust, trustee, executor, administrator, legal personal representative, estate, unincorporated association, organization or syndicate, entity with juridical personality or governmental authority or body, or other entity, whether or not having legal status, however designated or constituted, and pronouns which refer to a Person shall have a similarly extended meaning;

“**Personal Representative**” means: (i) in the case of a deceased Participant, the executor or administrator of the deceased duly appointed by a court or public authority having jurisdiction to do so; and (ii) in the case of a Participant who for any reason is unable to manage his or her affairs, the person entitled by law to act on behalf of such Participant;

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

“**Plan Administrator**” means the Board or, to the extent that the administration of this Plan has been delegated by the Board to the Committee pursuant to Section 3.2, the Committee;

“**Related Entity**” means a corporation related to the Corporation within the meaning of the Tax Act;

“**Restricted Share Unit**” means a right representing a notional unit equivalent in value to a Common Share, credited by means of a bookkeeping entry in the books of the Corporation in accordance with Article 5 that generally becomes vested, if at all, following a period of continuous employment or engagement;

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

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

“**Security Based Compensation Arrangement**” has the meaning given to such term in the Exchange Manual;

“**Separation from Service**” has the meaning given to such phrase in United States Treasury Regulation § 1.409A-1(h);

“**STI Award**” means an award of Restricted Share Units granted pursuant to Section 5.2, together with any related Dividend Equivalents;

“**Subsidiary**” has the meaning ascribed to it under section 1 of the *Securities Act* (British Columbia), as amended from time to time;

“**Tax Act**” means the *Income Tax Act* (Canada), as amended from time to time. Any reference to a section of the Tax Act shall be deemed to include a reference to any regulations promulgated thereunder;

“**Termination Date**” means (i) in respect of a Participant who is a Consultant or a Director, the date the Participant ceases to provide services to the Corporation or a Subsidiary of the Corporation (for any reason), and (ii) in respect of a Participant who is an Employee, the Participant’s last day of Active Employment by the Corporation or a Subsidiary of the Corporation for any reason whatsoever, but in any case (a) regardless of whether the Participant’s employment is terminated with or without Cause, through actions or events constituting constructive dismissal, lawfully or unlawfully, with or without any adequate reasonable notice, or with or without any adequate compensation in lieu of such reasonable notice, and without regard to whether the Participant continues thereafter to receive any compensatory payments or other amounts from the Corporation or a Subsidiary of the Corporation, and (b) except as may be required by minimum requirements of applicable employment standards legislation, does not include any severance period or notice period

to which the Participant might then be entitled or any period of salary continuance or deemed employment or other damages paid or payable to the Participant in respect of his or her termination of employment, and, in the case of both subsections (a) and (b), whether pursuant to any applicable statute, contract, civil law, the common law or otherwise. Any such severance period or notice period shall not be considered a period of employment for the purposes of a Participant's rights under the Plan;

“**TSX**” means the Toronto Stock Exchange or any successor thereto; and

“**U.S. Taxpayer**” shall mean a Participant who, with respect to an Award, is subject to taxation under the applicable United States federal or state tax laws.

## **2.2 Interpretation**

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

## **ARTICLE 3 ADMINISTRATION**

### **3.1 Administration**

This Plan will be administered by the Plan Administrator and the Plan Administrator has sole and complete authority, in its discretion, to:

- (a) determine the eligibility for Awards to be granted and the individuals to whom grants of Awards under the Plan may be made;
- (b) make grants of Awards under the Plan, whether relating to the issuance of Common Shares or otherwise (including any combination of Options, Restricted Share Units, Performance Share Units or Deferred Share Units), in such amounts, to such Eligible Persons and, subject to the provisions of this Plan, on such terms and conditions as it determines including without limitation:
  - (i) the time or times at which Awards may be granted;
  - (ii) the conditions under which:
    - (A) Awards may be granted to Eligible Persons; or
    - (B) Awards may be forfeited to the Corporation,  
  
including any conditions relating to the attainment of specified Performance Vesting Conditions;
  - (iii) the number of Common Shares to be covered by any Award;
  - (iv) the price, if any, to be paid by a Participant in connection with the purchase of Common Shares covered by any Awards;
  - (v) whether restrictions or limitations are to be imposed on the Common Shares issuable pursuant to grants of any Award, and the nature of such restrictions or limitations, if any (including any vesting conditions and the Performance Multiplier in extreme circumstances where the outcome is inconsistent with the intent of the Plan); and
  - (vi) any acceleration of exercisability or vesting, or waiver of termination regarding any Award, based on such factors as the Plan Administrator may determine;
- (c) establish the form or forms of Award Agreements;
- (d) cancel, amend, adjust or otherwise change the type or the terms and conditions of any Award under such circumstances as the Plan Administrator may consider appropriate in accordance with the provisions of this Plan;
- (e) construe and interpret this Plan and all Award Agreements;
- (f) correct any defect or supply any omission or reconcile any inconsistency in the Plan, in the manner and to the extent the Plan Administrator deems necessary or desirable;

- (g) adopt, amend, prescribe and rescind administrative guidelines and other rules and regulations relating to this Plan, including rules and regulations relating to sub-plans established for the purpose of satisfying applicable foreign laws or for qualifying for favorable tax treatment under applicable laws; and
- (h) make all other determinations and take all other actions necessary or advisable for the implementation and administration of this Plan.

### **3.2 Delegation**

- (a) The initial Plan Administrator shall be the Board.
- (b) To the extent permitted by applicable law, the Board may, from time to time, delegate to the Committee all or any of the powers conferred on the Plan Administrator pursuant to this Plan. In such event, the Committee will exercise the powers delegated to it in the manner and on the terms authorized by the delegating party.
- (c) The day-to-day administration of the Plan may be delegated to such officers and employees of the Corporation or any Subsidiary of the Corporation as the Plan Administrator determines.

### **3.3 Determinations Binding**

Any decision made or action taken by the Board, the Committee or any sub-delegate to whom authority has been delegated pursuant to Section 3.2 arising out of or in connection with the administration or interpretation of this Plan is final, conclusive and binding on the Corporation and all Subsidiaries of the Corporation, the affected Participant(s), their respective legal and personal representatives and all other Persons. No member of the Board or any person acting pursuant to authority delegated by the Board hereunder shall be liable for any action or determination in connection with the Plan made or taken in good faith and each member of the Board and each such person shall be entitled to indemnification with respect to any such action or determination in the manner provided for by the Corporation.

### **3.4 Eligibility**

All Eligible Persons are eligible to participate in the Plan. Participation in the Plan is voluntary and eligibility to participate does not confer upon any Participant any right to receive any grant of an Award pursuant to the Plan. The extent to which any Participant is entitled to receive a grant of an Award pursuant to the Plan will be determined in the discretion of the Plan Administrator. A Participant's eligibility to receive further grants of Awards under this Plan ceases as of the Participant's Termination Date. The provisions of the Plan may take away or limit the Participant's common law rights or civil law rights to Awards and any common law rights or civil law rights to damages as compensation for the loss or continued vesting of such Awards, as applicable, during any reasonable notice period.



### **3.5 Plan Administrator Requirements**

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

### **3.6 Total Common Shares Subject to Awards**

The maximum number of Common Shares issuable under the Plan shall not exceed ten percent (10%) of the number of issued and outstanding Common Shares from time to time, less the number of Common Shares underlying any stock options and deferred share units outstanding under the Legacy Plans from time to time; provided that, no greater than five percent (5%) of the issued and outstanding Common Shares from time to time may be issuable, in the aggregate, as Restricted Share Units or Performance Share Units under the Plan. At all times, the Corporation will reserve and keep available a sufficient number of Common Shares to satisfy the requirements of all outstanding Awards granted under this Plan. Any Common Shares underlying Options that have been exercised, or disposed of or that have expired or been terminated for any reason (without being exercised), shall become available for subsequent issuance under the Plan. Any Common Shares underlying Restricted Share Units, Performance Share Units and Deferred Share Units that have been settled, or disposed of or that have expired or been terminated for any reason (without being settled), shall become available for subsequent issuance under the Plan. The Corporation shall not grant any new awards under the Legacy Plans following the date on which the Plan has been approved by the shareholders of the Corporation other than in connection with any anti-dilution or dividend equivalent provisions of such Legacy Plans in respect of awards outstanding under such plans as of such date.

### **3.7 Limits on Grants of Awards**

The number of Common Shares subject to an Award shall be determined by the Plan Administrator subject to the following limitations:

- (a) the number of Common Shares issuable to Insiders, at any time, under all Security Based Compensation Arrangements of the Corporation, cannot exceed 10% of the Outstanding Issue;
- (b) the number of Common Shares issued to Insiders as a group, pursuant to the exercise or settlement of Awards granted under the Plan and all other Security

Based Compensation Arrangements of the Corporation, in any 12 month period, cannot exceed 10% of the Outstanding Issue; and

- (c) the maximum value of Options granted under this Plan to any Non-Employee Director in a one-year period combined with the value of all stock option grants to such Person under other Security Based Compensation Arrangements of the Corporation in such one-year period shall not exceed US\$100,000, and the maximum value of all Awards granted under the Plan to any Non-Employee Director in a one-year period combined with the value of all grants to such Person under other Security Based Compensation Arrangements of the Corporation in such one-year period shall not exceed US\$150,000. The foregoing limitations do not apply where the Corporation is making an initial grant to a new Non-Employee Director upon that Person joining the Board, or for grants made in lieu of directors' fees payable in cash on a value-for-value basis.

### **3.8 Award Agreements**

An Award under this Plan shall be evidenced by an Award Agreement. Each Award Agreement will be subject to the applicable provisions of this Plan and will contain such provisions as are required by this Plan and any other provisions that the Plan Administrator may direct in its discretion. Any one officer of the Corporation is authorized and empowered to execute and deliver, for and on behalf of the Corporation, any Award Agreement to a Participant granted an Award pursuant to this Plan.

## **ARTICLE 4 OPTIONS**

### **4.1 Granting of Options**

The Plan Administrator may, from time to time, subject to the provisions of this Plan and such other terms and conditions as the Plan Administrator may prescribe, grant Options to any Eligible Person. The grant of an Option to a Participant at any time shall neither entitle such Participant to receive, nor preclude such Participant from receiving, a subsequent grant of an Option. An Eligible Person may receive Options on more than one occasion under the Plan and may receive separate Options on any one occasion.

### **4.2 Exercise Price**

The Plan Administrator will establish the Exercise Price at the time each Option is granted, which Exercise Price must in all cases be not less than the Fair Market Value on the Date of Grant.

### **4.3 Term of Options**

Subject to any accelerated termination as set forth in this Plan, each Option expires on its Expiry Date at which time such Option will expire and be of no further force or effect and no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise.

#### 4.4 Vesting and Exercisability

- (a) The Plan Administrator shall have the authority to determine the vesting terms applicable to grants of Options. The vesting schedule of any Options granted pursuant to this Plan shall be stated in the Award Agreement for such Options.
- (b) Once an Option becomes vested, it shall remain vested and shall be exercisable until expiration or termination of the Option, unless otherwise specified by the Plan Administrator. Each vested Option may be exercised at any time or from time to time until expiration or termination of the Option for up to the total number of Option Shares with respect to which it is then exercisable. The Plan Administrator has the right to accelerate the date upon which any installment of any Option becomes exercisable.
- (c) An Option may be exercised only by the Participant or the Participant's Personal Representative. Subject to the provisions of this Plan and the applicable Award Agreement, a vested Option may be exercised, in whole or in part (subject to any applicable exercise restrictions), at any time or from time to time up to 4:30 p.m. (Vancouver time) on its Expiry Date by delivering to the Corporation an Exercise Notice and must be exercised by means of a fully completed Exercise Notice delivered to the Corporation.
- (d) The Plan Administrator may provide at the time of granting an Option that the exercise of that Option is subject to restrictions, in addition to those specified in this Section 4.4, such as vesting conditions relating to the attainment of specified performance objectives.

#### 4.5 Payment of Exercise Price

- (a) Unless otherwise specified by the Plan Administrator, the Exercise Notice must be accompanied by payment of the Exercise Price. The Exercise Price must be fully paid by certified cheque, bank draft or money order payable to the Corporation in an amount equal to the aggregate Exercise Price of the Common Shares to be purchased, or by such other means as might be specified from time to time by the Plan Administrator, which may include (i) through an arrangement with a broker approved by the Corporation (or through an arrangement directly with the Corporation) whereby payment of the Exercise Price is accomplished with the proceeds of the sale of Common Shares deliverable upon the exercise of the Option, (ii) through the Cashless Exercise process set out in Section (b) below, or (iii) such other consideration and method of payment for the issuance of Common Shares to the extent permitted by Securities Laws, or any combination of the foregoing methods of payment.
- (b) A Participant may, in lieu of exercising an Option pursuant to an Exercise Notice, elect to surrender such Option to the Corporation (a "**Cashless Exercise**") in consideration for an amount from the Corporation equal to (i) the Fair Market Value of the Common Shares issuable on the exercise of such Option (or portion thereof)

as of the date such Option (or portion thereof) is surrendered, less (ii) the aggregate Exercise Price of the Option (or portion thereof) surrendered relating to such Common Shares (the “**In-the-Money Amount**”), by written notice to the Corporation indicating the number of Options such Participant wishes to exercise using the Cashless Exercise, and such other information that the Corporation may require. Subject to Section 8.3, the Corporation shall satisfy payment of the In-the-Money Amount by delivering to the Participant such number of Common Shares (rounded down to the nearest whole number) having a fair market value equal to the In-the-Money Amount.

- (c) No Common Shares will be issued or transferred until full payment therefor has been received by the Corporation.
- (d) If a Participant exercises Options through the Cashless Exercise process set out in Section 4.5(b), to the extent that such Participant would be entitled to a deduction under paragraph 110(1)(d) of the Tax Act in respect of such exercise if the election described in subsection 110(1.1) of the Tax Act were made and filed (and the other procedures described therein were undertaken) on a timely basis after such exercise, the Corporation will cause such election to be so made and filed (and such other procedures to be so undertaken).

#### **4.6 Resignation or Termination for Cause**

Unless otherwise determined by the Plan Administrator in its discretion, if a Participant ceases to be an Eligible Person due to a termination by the Corporation or a Subsidiary of the Corporation for Cause or due to the Participant’s resignation, each unvested Option held by the Participant shall automatically terminate at 4:30 p.m. (Vancouver time) on the Termination Date and be of no further force and, except as may be required to comply with the minimum requirements of applicable employment standards legislation, no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise, including on account of severance, payment in lieu of notice or damages for wrongful dismissal. The Participant may, within 30 days after the Participant’s Termination Date, or such shorter period as is remaining in the term of the Options, exercise the vested Options held by the Participant on the Participant’s Termination Date in accordance with the Plan. At the end of such 30-day period or such shorter period as is remaining in the term of the Options, the unexercised Options shall automatically terminate and be of no further force or effect, and no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise, including on account of severance, payment in lieu of notice or damages for wrongful dismissal.

#### **4.7 Termination Without Cause**

Unless otherwise determined by the Plan Administrator in its discretion, if a Participant ceases to be an Eligible Person due to a termination by the Corporation or a Subsidiary of the Corporation without Cause, each unvested Option held by the Participant shall automatically terminate at 4:30 p.m. (Vancouver time) on the Termination Date and be of no further force and, except as may be required to comply with the minimum requirements of applicable employment standards legislation, no amount shall be payable to the Participant in respect thereof as compensation,

damages or otherwise, including on account of severance, payment in lieu of notice or damages for wrongful dismissal. The Participant may, within 90 days after the Participant's Termination Date, or such shorter period as is remaining in the term of the Options, exercise the vested Options held by the Participant on the Participant's Termination Date in accordance with the Plan. At the end of such 90-day period or such shorter period as is remaining in the term of the Options, the unexercised Options shall automatically terminate and be of no further force or effect, and no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise, including on account of severance, payment in lieu of notice or damages for wrongful dismissal.

#### **4.8 Death**

Unless otherwise determined by the Plan Administrator in its discretion, if a Participant ceases to be an Eligible Person due to the Participant's death, (i) each unvested Option shall vest as of the Termination Date, and (ii) each vested Option held by the Participant on the Participant's Termination Date shall remain outstanding for 12 months after the Participant's Termination Date, or such shorter period as is remaining in the term of the Option, at which time all unexercised vested Options shall automatically terminate and be of no further force or effect, and, except as may be required to comply with the minimum requirements of applicable employment standards legislation, no amount shall be payable to the Participant or the Participant's Personal Representative in respect thereof as compensation, damages or otherwise.

#### **4.9 Disability**

Unless otherwise determined by the Plan Administrator in its discretion, if a Participant ceases to be an Eligible Person due to the Participant's Disability, a portion of the Participant's outstanding unvested Options as at the Participant's Termination Date shall vest as of the Termination Date, which portion will be determined by a fraction, the numerator of which is the number of days that have elapsed from the later of the Date of Grant and the most recent vesting date up to and including the Participant's Termination Date, and the denominator of which is the number of days from later of the Date of Grant and the most recent vesting date up to and including the next vesting date. The Participant may, within 90 days after the Participant's Termination Date, or such shorter period as is remaining in the term of the Options, exercise the vested Options held by the Participant on the Participant's Termination Date in accordance with the Plan. At the end of such 90-day period or such shorter period as is remaining in the term of the Options, the unexercised Options shall automatically terminate and be of no further force or effect, and no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise, including on account of severance, payment in lieu of notice or damages for wrongful dismissal.

#### **4.10 Termination Without Cause or Resignation for Good Reason Following a Change of Control**

Notwithstanding anything in this Plan to the contrary, if a Participant ceases to be an Eligible Person due to a termination by the Corporation or a Subsidiary of the Corporation without Cause or due to a resignation for Good Reason, in each case, on or within twelve (12) months following the completion of a Change of Control, then all of the Participant's Options will immediately fully vest, if not already vested, on the Termination Date and may be exercised in whole or in part by

the Participant within twelve (12) months following such applicable Termination Date, or such shorter period as is remaining in the term of the Options, at which time all unexercised vested Options shall automatically terminate and be of no further force or effect, and, except as may be required to comply with the minimum requirements of applicable employment standards legislation, no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise.

## **ARTICLE 5 RESTRICTED SHARE UNITS**

### **5.1 Granting of Restricted Share Units**

The Plan Administrator may, from time to time, subject to the provisions of this Plan and such other terms and conditions as the Plan Administrator may prescribe, grant Restricted Share Units to any Eligible Person other than a Non-Employee Director. The grant of a Restricted Share Unit to a Participant at any time shall neither entitle such Participant to receive, nor preclude such Participant from receiving, a subsequent grant of a Restricted Share Unit. An Eligible Person (other than a Non-Employee Director) may receive Restricted Share Units on more than one occasion under the Plan and may receive separate Restricted Share Units on any one occasion. Unless otherwise provided in the applicable Award Agreement, Restricted Share Units granted to a Participant shall be awarded in respect of services provided by the Participant in the calendar year in which the Date of Grant occurs. In all cases, the Restricted Share Units shall be in addition to, and not in substitution for or in lieu of, ordinary salary and wages payable to a Participant in respect of his or her services to the Corporation or a Subsidiary of the Corporation. Each grant of Restricted Share Units to an Employee is intended to be exempt from the salary deferral arrangement rules under the Tax Act because the Restricted Share Units are granted as bonus compensation and are to be redeemed no later than December 31 of the third year following the service year in respect of which the Restricted Share Units are awarded.

### **5.2 Annual Short Term Incentive Awards**

In its discretion, the Plan Administrator may grant Restricted Share Units to any Eligible Person who is an Employee as bonus compensation under the Corporation's discretionary annual incentive program, as in effect from time to time, which awards shall be referred to as STI Awards; provided, that, with respect to any such Eligible Person who is a U.S. Taxpayer, the granting of an STI Award shall be effected in compliance with Section 409A of the Code (or an exemption therefrom). The number of Restricted Share Units subject to an STI Award shall be determined by dividing: (i) the dollar amount of bonus compensation to be received as an STI Award by an Eligible Person; by (ii) the Fair Market Value of a Common Share as at the Award Date.

### **5.3 Restricted Share Unit Account**

All Restricted Share Units received by a Participant shall be credited to an account maintained for the Participant on the books of the Corporation.

#### **5.4 Vesting of Restricted Share Units**

The Plan Administrator shall have the authority to determine any vesting terms applicable to the grant of Restricted Share Units; *provided that*, unless otherwise determined by the Plan Administrator or as set out in any Award Agreement, no Restricted Share Unit shall vest later than three (3) years after the Date of Grant. The Plan Administrator may, at any time, accelerate the vesting of any or all Restricted Share Units and related Dividend Equivalents in its discretion.

Subject to the terms of the Participant's Award Agreement, or the Plan Administrator expressly providing to the contrary, a Participant's Restricted Share Units shall vest over a three (3)-year period in equal installments on each of the first, second and third anniversaries of the Date of Grant.

#### **5.5 Resignation or Termination for Cause**

Unless otherwise determined by the Plan Administrator in its discretion, if a Participant ceases to be an Eligible Person due to a termination by the Corporation or a Subsidiary of the Corporation for Cause or due to the Participant's resignation, subject to Section 5.10 and Section 9.1, each unvested Restricted Share Unit (including related Dividend Equivalents) held by the Participant shall automatically terminate at 4:30 p.m. (Vancouver time) on the Termination Date and be of no further force and, except as may be required to comply with the minimum requirements of applicable employment standards legislation, no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise, including on account of severance, payment in lieu of notice or damages for wrongful dismissal. Any vested Restricted Share Units (and related Dividend Equivalents) held by the Participant on the Participant's Termination Date shall be settled as soon as practicable following the Termination Date in accordance with Section 5.11.

#### **5.6 Death**

Unless otherwise determined by the Plan Administrator in its discretion, if a Participant ceases to be an Eligible Person due to the Participant's death, all of the Participant's outstanding unvested Restricted Share Units (and related Dividend Equivalents) as at the Termination Date shall vest immediately on the Participant's Termination Date and all such vested Restricted Share Units (and related Dividend Equivalents) held by the Participant shall be settled in accordance with Section 5.11.

#### **5.7 Disability**

Unless otherwise determined by the Plan Administrator in its discretion, if a Participant ceases to be an Eligible Person due to the Participant's Disability, a portion of the Participant's outstanding unvested Restricted Share Units (and related Dividend Equivalents) as at the Participant's Termination Date shall remain outstanding and vest according to the applicable vesting schedule set out in the Participant's Award Agreement as if the Participant had remained employed or engaged and, once vested, such Restricted Share Units (and related Dividend Equivalents) shall be settled in accordance with Section 5.11. Subject to Section 5.10, the percentage of Restricted Share Units (and related Dividend Equivalents) which will remain outstanding pursuant to this Section

will be determined by a fraction, the numerator of which is the number of days that have elapsed from the later of the Date of Grant and the most recent vesting date up to and including the Participant's Termination Date, and the denominator of which is the number of days from later of the Date of Grant and the most recent vesting date up to and including the next vesting date. Any unvested Restricted Share Units (and related Dividend Equivalents) that do not remain outstanding pursuant to this Section shall automatically terminate at 4:30 p.m. (Vancouver time) on the Termination Date and be of no further force and, except as may be required to comply with the minimum requirements of applicable employment standards legislation, no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise.

### **5.8 Termination Without Cause**

Unless otherwise determined by the Plan Administrator in its discretion, if a Participant ceases to be an Eligible Person due to a termination by the Corporation or a Subsidiary of the Corporation without Cause, all of the Participant's outstanding unvested Restricted Share Units (and related Dividend Equivalents) as at the Participant's Termination Date shall remain outstanding and vest according to the applicable vesting schedule set out in the Participant's Award Agreement as if the Participant had remained employed or engaged until the end of the Notice Period and, once vested, such Restricted Share Units (and related Dividend Equivalents) shall be settled in accordance with Section 5.11. Any Restricted Share Units (and related Dividend Equivalents) that fail to vest pursuant to this Section shall automatically terminate at 4:30 p.m. (Vancouver time) on the last day of the Notice Period and be of no further force and, except as may be required to comply with the minimum requirements of applicable employment standards legislation, no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise, including on account of severance, payment in lieu of notice or damages for wrongful dismissal.

### **5.9 Termination Without Cause Following a Change of Control**

Notwithstanding anything in this Plan to the contrary, unless otherwise determined by the Plan Administrator in its discretion, if a Participant ceases to be an Eligible Person due to a termination by the Corporation or a Subsidiary of the Corporation without Cause or due to a resignation for Good Reason, and the Participant's Termination Date is, in each case, on or within twelve (12) months following the completion of a Change of Control, all unvested Restricted Share Units (and related Dividend Equivalents) held by the Participant on the Termination Date shall immediately vest as of the Termination Date and be settled in accordance with Section 5.11.

### **5.10 Vesting of STI Awards**

Notwithstanding anything in this Article 5 to the contrary, unless otherwise determined by the Plan Administrator in its discretion, in the event a Participant experiences a Termination Date (for any reason other than death) at any time prior to the original vesting date of the Participant's outstanding Restricted Share Units, all unvested Restricted Share Units (and related Dividend Equivalents) granted as STI Awards held by the Participant on the Termination Date shall remain outstanding and vest according to the vesting schedule set out in the Participant's Award Agreement as if the Participant had remained employed or engaged through the applicable vesting date, and, once vested, such Restricted Share Units (and related Dividend Equivalents) shall be settled in accordance with Section 5.11. In the event of the death of a Participant at any time prior



to the original vesting date of the Participant's outstanding Restricted Share Units, all unvested Restricted Share Units (and related Dividend Equivalents) granted as STI Awards held by the Participant on the Termination Date shall vest immediately on the Participant's Termination Date and all such vested Restricted Share Units (and related Dividend Equivalents) shall be settled in accordance with Section 5.11.

### **5.11 Settlement of Restricted Share Units**

- (a) The Plan Administrator shall have the sole authority to determine the settlement terms applicable to the grant of Restricted Share Units (and related Dividend Equivalents) and unless otherwise determined by the Plan Administrator, the settlement date in respect of vested Restricted Share Units (and related Dividend Equivalents) shall be on or as soon as practicable following the date that such Restricted Share Units (and related Dividend Equivalents) vest. Except as otherwise provided in an Award Agreement, on the settlement date for any Restricted Share Units (and related Dividend Equivalents), the Corporation shall redeem, in its discretion, each vested Restricted Share Unit (and each related Dividend Equivalent) for:
  - (i) one fully paid and non-assessable Common Share issued from treasury;
  - (ii) a cash payment; or
  - (iii) a combination of Common Share(s) and cash as contemplated by paragraphs (i) and (ii) above.
- (b) Any cash payments made under this Section 5.11 by the Corporation to a Participant in respect of vested Restricted Share Units (and related Dividend Equivalents) to be redeemed for cash shall be calculated by multiplying the number of vested Restricted Share Units (and related Dividend Equivalents) to be redeemed for cash by the Fair Market Value per Common Share as at the settlement date, subject to Section 8.3.
- (c) Payment of cash to Participants on the redemption of vested Restricted Share Units (and related Dividend Equivalents) may be made through the Corporation's or any of its Subsidiaries' payroll in the pay period that the settlement date falls within.
- (d) Except as otherwise provided in an Award Agreement, no settlement date for any Restricted Share Unit (and related Dividend Equivalent) shall occur, and no Common Share shall be issued or cash payment shall be made in respect of any Restricted Share Unit (and related Dividend Equivalent), under this Section 5.11 any later than the final Business Day of the third (3<sup>rd</sup>) calendar year following the service year in respect of which the Restricted Share Unit was granted.
- (e) Notwithstanding anything herein or in the applicable Award Agreement to the contrary, and subject to Section 11.7(d) below, with respect to any Restricted Share Units granted to a U.S. Taxpayer, the settlement date in respect of such Restricted

Share Units (and related Dividend Equivalents) shall occur on or as soon as practicable, but in all events within 90 days, following the date that such Restricted Share Units (and related Dividend Equivalents) vest according to the original vesting date(s) set out in the applicable Award Agreement; provided that, if the U.S. Taxpayer vests in his or her Restricted Share Units and related Dividend Share Units upon death pursuant to Section 5.6 of the Plan, then such settlement shall instead occur no later than December 31 of the year following the year in which the Termination Date occurs (or otherwise in accordance with Section 409A of the Code), and shall be calculated by reference to the Fair Market Value of a Common Share determined at the Termination Date.

- (f) A Participant shall have no further rights respecting any Restricted Share Units (and related Dividend Equivalents) which have been settled and paid out in accordance with the Plan.

## **ARTICLE 6 PERFORMANCE SHARE UNITS**

### **6.1 Granting of Performance Share Units**

- (a) The Plan Administrator may, from time to time, subject to the provisions of this Plan and such other terms and conditions as the Plan Administrator may prescribe, grant Performance Share Units to any Eligible Person other than a Non-Employee Director. The grant of a Performance Share Unit to a Participant at any time shall neither entitle such Participant to receive, nor preclude such Participant from receiving, a subsequent grant of a Performance Share Unit. An Eligible Person (other than a Non-Employee Director) may receive Performance Share Units on more than one occasion under the Plan and may receive separate Performance Share Units on any one occasion. Unless otherwise provided in the applicable Award Agreement, Performance Share Units granted to a Participant shall be awarded in respect of services provided by the Participant in the calendar year in which the Date of Grant occurs. In all cases, the Performance Share Units shall be in addition to, and not in substitution for or in lieu of, ordinary salary and wages payable to a Participant in respect of the Participant's services to the Corporation or a Subsidiary of the Corporation. Each grant of Performance Share Units to an Employee is intended to be exempt from the salary deferral arrangement rules under the Tax Act because the Performance Share Units are granted as bonus compensation and are redeemed no later than December 31 of the third year following the service year in respect of which the Performance Share Units are awarded.
- (b) Each Performance Share Unit will consist of a right to receive a Common Share, cash payment, or a combination thereof (as provided in Section 6.10), in connection with the achievement of such Performance Vesting Conditions during such Performance Period(s) as the Plan Administrator shall establish and set forth in the applicable Award Agreement.

## **6.2 Performance Vesting Conditions**

The Plan Administrator will set the Performance Vesting Conditions, which may be applied relative to performance of an index or comparator group, or on any other basis determined by the Plan Administrator. The Plan Administrator may modify the Performance Vesting Conditions as necessary to align them with the Corporation's corporate objectives, subject to any limitations set forth in an Award Agreement or an employment or service agreement (or similar agreement) with a Participant. The Performance Vesting Conditions may include a threshold level of performance below which no payment will be made (or no vesting will occur), levels of performance at which specified payments will be made (or specified vesting will occur), and a maximum level of performance above which no additional payment will be made (or at which maximum vesting will occur), all as set forth in the applicable Award Agreement. The degree of achievement of the applicable Performance Vesting Conditions and the corresponding Performance Multiplier shall be determined by the Plan Administrator in its discretion. The Plan Administrator may, at any time, accelerate the vesting of any or all Performance Share Units (and related Dividend Equivalents) in its discretion.

## **6.3 Performance Share Unit Account**

All Performance Share Units received by a Participant shall be credited to an account maintained for the Participant on the books of the Corporation.

## **6.4 Vesting of Performance Share Units**

The Plan Administrator shall have the authority to determine any vesting terms, including the timing of vesting, applicable to the grant of Performance Share Units. Vesting of Performance Share Units shall be subject to and dependent on the achievement of the Performance Vesting Conditions as determined by the Plan Administrator and as set forth in the applicable Award Agreement. The number of Performance Share Units which vest on a vesting date shall be equal to: (i) the number of Performance Share Units (and related Dividend Equivalents) credited to the Participant's account as at the applicable vesting date; multiplied by (ii) the Performance Multiplier, determined in accordance with the terms of the applicable Award Agreement.

## **6.5 Resignation or Termination for Cause**

Unless otherwise determined by the Plan Administrator in its discretion, if a Participant ceases to be an Eligible Person due to a termination by the Corporation or a Subsidiary of the Corporation for Cause or due to the Participant's resignation, subject to Section 9.1, each unvested Performance Share Unit (including related Dividend Equivalents) held by the Participant shall automatically terminate at 4:30 p.m. (Vancouver time) on the Termination Date and be of no further force and, except as may be required to comply with the minimum requirements of applicable employment standards legislation, no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise, including on account of severance, payment in lieu of notice or damages for wrongful dismissal. Any vested Performance Share Units (and related Dividend Equivalents) held by the Participant on the Participant's Termination Date shall be settled as soon as practicable following the Termination Date in accordance with Section 6.10.

## **6.6 Death**

Unless otherwise determined by the Plan Administrator in its discretion, if a Participant ceases to be an Eligible Person due to the Participant's death, all of the Participant's outstanding unvested Performance Share Units (and related Dividend Equivalents) as at the Termination Date shall vest immediately on the Participant's Termination Date using a Performance Multiplier of 1.0 and all such vested Performance Share Units (and related Dividend Equivalents) held by the Participant shall be settled in accordance with Section 6.10.

## **6.7 Disability**

Unless otherwise determined by the Plan Administrator in its discretion, if a Participant ceases to be an Eligible Person due to the Participant's Disability, a portion of the Participant's outstanding unvested Performance Share Units (and related Dividend Equivalents) as at the Participant's Termination Date shall remain outstanding and vest according to the applicable vesting schedule and Performance Vesting Conditions set out in the Participant's Award Agreement as if the Participant had remained employed or engaged and, once vested, such Performance Share Units (and related Dividend Equivalents) shall be settled in accordance with Section 6.10. The percentage of Performance Share Units (and related Dividend Equivalents) which will remain outstanding pursuant to this Section will be determined by a fraction, the numerator of which is the number of days that have elapsed from the Date of Grant up to and including the Participant's Termination Date, and the denominator of which is the number of days from the Date of Grant up to and including the end of the applicable Performance Period. Any unvested Performance Share Units (and related Dividend Equivalents) that do not remain outstanding pursuant to this Section or that fail to vest by the expiration of the Performance Period shall automatically terminate at 4:30 p.m. (Vancouver time) on the Termination Date or the last day of the Performance Period, as applicable, and be of no further force and, except as may be required to comply with the minimum requirements of applicable employment standards legislation, no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise.

## **6.8 Termination Without Cause**

Unless otherwise determined by the Plan Administrator in its discretion, if a Participant ceases to be an Eligible Person due to a termination by the Corporation or a Subsidiary of the Corporation without Cause, all of the Participant's outstanding unvested Performance Share Units (and related Dividend Equivalents) as at the Participant's Termination Date shall remain outstanding and vest according to the applicable vesting schedule and Performance Vesting Conditions set out in the Participant's Award Agreement as if the Participant had remained employed or engaged until the end of the Notice Period and, once vested, such Performance Share Units (and related Dividend Equivalents) shall be settled in accordance with Section 6.10. Any Performance Share Units (and related Dividend Equivalents) that fail to vest pursuant to this Section shall automatically terminate at 4:30 p.m. (Vancouver time) on the last day of the Notice Period and be of no further force and, except as may be required to comply with the minimum requirements of applicable employment standards legislation, no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise, including on account of severance, payment in lieu of notice or damages for wrongful dismissal.

## **6.9 Termination Without Cause Following a Change of Control**

Notwithstanding anything in this Plan to the contrary, unless otherwise determined by the Plan Administrator in its discretion, if a Participant ceases to be an Eligible Person due to a termination by the Corporation or a Subsidiary of the Corporation without Cause or due to a resignation for Good Reason, and the Participant's Termination Date is, in each case, on or within twelve (12) months following the completion of a Change of Control, all unvested Performance Share Units (and related Dividend Equivalents) held by the Participant on the Termination Date shall immediately vest as of the Termination Date, the Performance Multiplier for each such Performance Share Unit (and related Dividend Equivalent) shall be as determined by the Plan Administrator in its discretion prior to the time of the Change of Control based on the relative achievements of the applicable Performance Vesting Conditions as at the completion of the Change of Control, and all such vested Performance Share Units (and related Dividend Equivalents) held by the Participant shall be settled in accordance with Section 6.10.

## **6.10 Settlement of Performance Share Units**

- (a) The Plan Administrator shall have the authority to determine the settlement terms applicable to the grant of Performance Share Units (and related Dividend Equivalents) and unless otherwise determined by the Plan Administrator, the settlement date in respect of vested Performance Share Units (and related Dividend Equivalents) shall be on or as soon as practicable following the date that such Performance Share Units (and related Dividend Equivalents) vest. Except as otherwise provided in an Award Agreement, on the settlement date for any Performance Share Units (and related Dividend Equivalents), the Corporation shall redeem, in its discretion, each vested Performance Share Unit (and each related Dividend Equivalent) for:
  - (i) one fully paid and non-assessable Common Share issued from treasury;
  - (ii) a cash payment; or
  - (iii) a combination of Common Share(s) and cash as contemplated by paragraphs (i) and (ii) above.
- (b) Any cash payments made under this Section 6.10 by the Corporation to a Participant in respect of vested Performance Share Units (and related Dividend Equivalent) to be redeemed for cash shall be calculated by multiplying the number of vested Performance Share Units (and related Dividend Equivalent) to be redeemed for cash by the Fair Market Value per Common Share as at the settlement date, subject to Section 8.3.
- (c) Payment of cash to Participants on the redemption of vested Performance Share Units (and related Dividend Equivalents) may be made through the Corporation's or any of its Subsidiaries' payroll in the pay period that the settlement date falls within.

- (d) Except as otherwise provided in an Award Agreement, no settlement date for any Performance Share Unit (and related Dividend Equivalents) shall occur, and no Common Share shall be issued or cash payment shall be made in respect of any Performance Share Unit (and related Dividend Equivalents), under this Section 6.10 any later than the final Business Day of the third (3<sup>rd</sup>) calendar year following the service year in respect of which the Performance Share Unit was granted.
- (e) Notwithstanding anything herein or in the applicable Award Agreement to the contrary, and subject to Section 11.7(d) below, with respect to any Performance Share Units granted to a U.S. Taxpayer, the settlement date in respect of such Performance Share Units (and related Dividend Equivalents) shall occur on or as soon as practicable, but in all events within 90 days, following the date that such Performance Share Units (and related Dividend Equivalents) vest according to the original vesting date(s) or last day of the applicable Performance Period set out in the applicable Award Agreement; provided that, if the U.S. Taxpayer vests in his or her Performance Share Units and related Dividend Share Units upon death pursuant to Section 6.6 of the Plan, then such settlement shall instead occur no later than December 31 of the year following the year in which the Termination Date occurs (or otherwise in accordance with Section 409A of the Code), and shall be calculated by reference to the Fair Market Value of a Common Share determined at the Termination Date.
- (f) A Participant shall have no further rights respecting any Performance Share Units (and related Dividend Equivalents) which have been settled and paid out in accordance with the Plan.

## ARTICLE 7 DEFERRED SHARE UNITS

### 7.1 Granting of Deferred Share Units

- (a) The Board may, from time to time, fix a portion of the Annual Retainer Fees that is to be payable to Directors in the form of Deferred Share Units (“**Mandatory Deferred Share Units**”); *provided that*, any such determination must be made in compliance with applicable Securities Laws by December 31st in the year prior to the year to which such Annual Retainer Fees relate. In addition, each Director is given, subject to the conditions stated herein (including Section 3.6), the right to elect in accordance with Section 7.1(b) to receive Annual Retainer Fees in the form of Deferred Share Units pursuant to this Article 7 in lieu of cash.
- (b) Subject to Section 7.1(e), each Director who elects to receive their Elected Amount in the form of Deferred Share Units in lieu of cash will be required to file a notice of election in the form of Schedule A hereto or such other form(s) as determined by the Plan Administrator from time to time (the “**Election Notice**”) with the Corporation: (i) in the case of an existing Director, by December 31st in the year prior to the year to which such election is to apply; and (ii) in the case of a newly

appointed Director, within thirty (30) days of such appointment only with respect to compensation paid for services to be performed after the date of such initial Election Notice. In the case of an existing Director as of the Effective Date, an initial Election Notice may be filed by the date that is thirty (30) days from the Effective Date only with respect to compensation paid for services to be performed after the date of the initial Election Notice. If no election is made within the foregoing time frames, the Director shall be deemed to have elected to be paid the entire amount of his or her Annual Retainer Fees in cash (other than the Mandatory Deferred Share Units). The number of Deferred Share Units granted at any particular time pursuant to this Article 7 (except for Section 7.1(f)) will be calculated by dividing (i) the portion of the Annual Retainer Fees to be received in the form of Deferred Share Units, as applicable, by (ii) the Fair Market Value of a Common Share on the Date of Grant.

- (c) Subject to Sections 7.1(d) and 7.1(e), unless otherwise specified in the Election Notice, the election of a Director under Section 7.1(b) shall be deemed to apply to all Annual Retainer Fees to be paid in cash in respect of services performed in the year subsequent to the filing of the Election Notice. Participants shall be required to file an Election Notice in respect of each calendar year.
- (d) An election by a Director to receive the Elected Amount in Deferred Share Units in lieu of cash for any calendar year is irrevocable for that calendar year after the expiration of the election period for that year.
- (e) Notwithstanding any of the foregoing provisions of this Article 7, the Corporation shall not effect any election to receive a Director's Elected Amount in the form of Deferred Share Units in lieu of cash or any termination of such election (and shall notify any applicable individual of such determination) where the Board does not believe such action is appropriate having regard for any material information to which the Board may be privy that has not been publicly disclosed; provided that, with respect to an Elected Amount of a U.S. Taxpayer, the foregoing shall be applied solely to the extent permitted under, and in accordance with, Section 409A of the Code.
- (f) In addition to the foregoing, the Plan Administrator may, from time to time, subject to the provisions of this Plan and such other terms and conditions as the Plan Administrator may prescribe, grant Deferred Share Units to any Director. The applicable Award Agreement shall notify each Director in writing of the number of Deferred Share Units to be granted and of the vesting conditions thereof on the Date of Grant. The grant of a Deferred Share Unit to a Participant at any time shall neither entitle such Participant to receive, nor preclude such Participant from receiving, a subsequent grant of a Deferred Share Unit. A Director may receive Deferred Share Units on more than one occasion under the Plan and may receive separate Deferred Share Units on any one occasion.

## 7.2 Deferred Share Unit Account

All Deferred Share Units received by a Participant shall be credited to an account maintained for the Participant on the books of the Corporation. The Elected Amount to be received by Directors in the form of Deferred Share Units shall be credited in equal installments on each Deferred Share Unit Grant Date for the year.

## 7.3 Vesting of Deferred Share Units

- (a) Except as otherwise determined by the Plan Administrator, Mandatory Deferred Share Units and Deferred Share Units granted in respect of the Elected Amount shall vest immediately upon grant, and Deferred Share Units otherwise granted pursuant to Section 7.1(f) shall vest as determined by the Plan Administrator.
- (b) Notwithstanding the foregoing or anything else herein contained, the Plan Administrator shall have the discretion to provide for the vesting of Deferred Share Units (and related Dividend Equivalents) granted hereunder in a manner different from the foregoing.

## 7.4 Settlement of Deferred Share Units

- (a) The Plan Administrator shall have the sole authority to determine the settlement terms applicable to the grant of Deferred Share Units (and related Dividend Equivalents) and unless otherwise determined by the Plan Administrator, the settlement date in respect of vested Deferred Share Units (and related Dividend Equivalents) shall be within thirty (30) days from the date of Separation from Service or, in respect of a Canadian Participant, within thirty (30) days from the DSU Termination Event, subject to the delay that may be required under Section 11.7(d) below; *provided that*, to the extent the settlement date falls during or within five (5) Business Days following a Blackout Period, the settlement date shall be the earlier of (A) the tenth (10<sup>th</sup>) Business Day following the end of such Blackout Period, and (B) December 1st of the year following the year in which the Participant's DSU Termination Event occurs. On the settlement date for any Deferred Share Units (and related Dividend Equivalents), the Corporation shall redeem, in its discretion, each vested Deferred Share Unit (and related Dividend Equivalent) for:
  - (i) one fully paid and non-assessable Common Share issued from treasury;
  - (ii) a cash payment; or
  - (iii) a combination of Common Share(s) and cash as contemplated by paragraphs (i) and (ii) above.
- (b) Any cash payments made under this Section 7.4 by the Corporation to a Participant in respect of Deferred Share Units (and related Dividend Equivalents) to be redeemed for cash shall be calculated by multiplying the number of vested Deferred



Share Units (and related Dividend Equivalents) to be redeemed for cash by the Fair Market Value per Common Share as at the settlement date, subject to Section 8.3.

- (c) Payment of cash to Participants on the redemption of vested Deferred Share Units (and related Dividend Equivalents) may be made through the Corporation's payroll in the pay period that the settlement date falls within.
- (d) A Participant shall have no further rights respecting any Deferred Share Units (and related Dividend Equivalents) which has been settled and paid out in accordance with the Plan.

## **7.5 U.S. Taxpayers**

Notwithstanding any other provision of the Plan to the contrary, if the Deferred Share Units of a U.S. Taxpayer are subject to tax under both the income tax laws of Canada and the income tax laws of the United States, the following special rules regarding forfeiture will apply. For greater clarity, these forfeiture provisions are intended to avoid adverse tax consequences under Section 409A of the Code and/or under paragraph 6801(d) of the regulations under the Tax Act, that may result because of the different requirements as to the time of redemption of Deferred Share Units (and thus the time of taxation) with respect to a U.S. Taxpayer's Separation from Service (under U.S. tax law) and the U.S. Taxpayer's DSU Termination Event (under Canadian tax law). The intended consequence of this Section 7.5 is that payments to U.S. Taxpayers in respect of Deferred Share Units will only occur if such U.S. Taxpayer experiences both a Separation from Service and a DSU Termination Event. If a U.S. Taxpayer does not experience both a Separation from Service and a DSU Termination Event, including in the circumstances enumerated below, such Deferred Share Units shall instead be immediately and irrevocably forfeited:

- (a) a U.S. Taxpayer experiences a Separation from Service as a result of a permanent decrease in the level of services such U.S. Taxpayer provides to the Corporation or a related entity that is considered the same service recipient under Section 409A of the Code to less than 20% of his or her past service, but such U.S. Taxpayer continues to provide some level of service to the Corporation or a Related Entity;
- (b) a U.S. Taxpayer experiences a Separation from Service as a result of ceasing to be a member of the Board, but such U.S. Taxpayer continues providing services as an employee of the Corporation or Related Entity; or
- (c) a U.S. Taxpayer, for any reason, experiences a DSU Termination Event, but continues to provide services as an independent contractor such that he or she has not experienced a Separation of Service.

## **ARTICLE 8 ADDITIONAL AWARD TERMS**

### **8.1 Dividend Equivalents**

- (a) Unless otherwise determined by the Plan Administrator and set forth in the particular Award Agreement, Restricted Share Units, Performance Share Units and

Deferred Share Units shall be credited with dividend equivalents (“**Dividend Equivalents**”) in the form of additional Restricted Share Units, Performance Share Units and Deferred Share Units, respectively, as of each dividend payment date in respect of which normal cash dividends are paid on Common Shares. Such Dividend Equivalents shall be computed by dividing: (a) the amount obtained by multiplying the amount of the dividend declared and paid per Common Share by the number of Restricted Share Units, Performance Share Units and Deferred Share Units (in each case, vested and unvested), as applicable, held by the Participant on the record date for the payment of such dividend, by (b) the Fair Market Value of a Common Share as at the dividend payment date, with fractions computed to three decimal places. Dividend Equivalents credited to a Participant’s accounts shall vest on the same schedule as the Restricted Share Units, Performance Share Units and Deferred Share Units to which they relate, and shall be settled in accordance with Sections 5.11, 6.10 and 7.4, respectively.

- (b) The foregoing does not obligate the Corporation to declare or pay dividends on Common Shares and nothing in this Plan shall be interpreted as creating such an obligation.

## **8.2 Blackout Period**

If an Option expires during a Blackout Period, then, notwithstanding any other provision of this Plan, unless the delayed expiration would cause or otherwise result in adverse tax consequences, the Option shall expire ten (10) Business Days after the Blackout Period is lifted by the Corporation.

## **8.3 Withholding Taxes**

Notwithstanding any other terms of this Plan, the granting, modification, vesting, exercise, settlement or payment of each Award under this Plan is subject to the condition that if at any time the Plan Administrator determines, in its discretion, that the satisfaction of withholding tax, source deductions or other withholding liabilities is necessary or desirable in respect of such grant, modification, vesting, exercise, settlement or payment, such action is not effective unless such withholding and deductions has been effected to the satisfaction of the Plan Administrator. In such circumstances, the Plan Administrator may require that a Participant pay to the Corporation the minimum amount as the Corporation or an Affiliate of the Corporation is obliged to withhold or remit to the relevant taxing authority in respect of the granting, vesting, exercise, settlement or payment of the Award. Any such additional payment is due no later than the date on which such amount with respect to the Award is required to be remitted to the relevant tax authority by the Corporation or an Affiliate of the Corporation, as the case may be. Alternatively, and subject to any requirements or limitations under applicable law (including under Section 409A of the Code with respect to U.S. Taxpayers), the Corporation may (a) withhold such amount from any remuneration or other amount payable by the Corporation or any Affiliate to the Participant, (b) require the sale of a number of Common Shares issued upon exercise or settlement of such Award and the remittance to the Corporation of the net proceeds from such sale sufficient to satisfy such amount, or (c) enter into any other suitable arrangements for the receipt of such amount.

## **8.4 Recoupment**

Notwithstanding any other terms of this Plan, Awards may be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of any clawback, recoupment or similar policy adopted by the Corporation or the relevant Subsidiary of the Corporation and in effect from time to time, or as set out in the Participant's employment or service agreement (or similar agreement), Award Agreement or other written agreement, or as otherwise required by law or the rules of the Exchange. The Plan Administrator may at any time waive the application of this Section 8.4 to any Participant or category of Participants, to the extent such waiver is permitted under applicable law or the rules of the Exchange.

## **ARTICLE 9 GOOD LEAVER**

### **9.1 Good Leaver – Options, Restricted Share Units and Performance Share Units**

Notwithstanding any other provision of this Plan, the Plan Administrator, in its discretion, may designate a Participant who has experienced a Termination Date to be a Good Leaver, in which case all or a portion, as determined in the discretion of the Plan Administrator, of such Participant's unvested Options, Restricted Share Units (and related Dividend Equivalents) and Performance Share Units (and related Dividend Equivalents) shall remain outstanding and vest according to the vesting schedule (and Performance Vesting Conditions in respect of any Performance Share Units) set out in the Participant's Award Agreement as if the Participant had remained employed or engaged through the original vesting date(s) or last day of the applicable Performance Period, as applicable, and, once vested, such Options may be exercised in accordance with Section 4.4, and Restricted Share Units (and related Dividend Equivalents) and Performance Share Units (and related Dividend Equivalents) shall be settled in accordance with Section 5.11 and Section 6.10, respectively. Any unvested Options, Restricted Share Units (and related Dividend Equivalents) and Performance Share Units (and related Dividend Equivalents) that do not remain outstanding pursuant to this Section or that do not vest as of the last original vesting date or the last day of the applicable Performance Period, as applicable, shall automatically terminate at 4:30 p.m. (Vancouver time) on the Termination Date or on the last original vesting date or the last day of the applicable Performance Period, as applicable, and be of no further force and, except as may be required to comply with the minimum requirements of applicable employment standards legislation, no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise.

## **ARTICLE 10 EVENTS AFFECTING THE CORPORATION**

### **10.1 General**

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

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

## **10.2 Change of Control**

Except as may be set forth in an employment or service agreement (or similar agreement), Award Agreement or other written agreement between the Corporation or a Subsidiary of the Corporation and the Participant:

- (a) Notwithstanding any other provision of this Plan, in the event of a Change of Control, the surviving, successor or acquiring entity may assume any outstanding Awards (including Dividend Equivalents) or substitute similar awards for the outstanding Awards (including Dividend Equivalents), as applicable. If the surviving, successor or acquiring entity assumes the outstanding Performance Share Units (and related Dividend Equivalents) or substitutes similar awards for the outstanding Performance Share Units (and related Dividend Equivalents), the Performance Multiplier for each outstanding Performance Share Unit (and related Dividend Equivalent) shall be determined by the Plan Administrator in its discretion at the time of the Change of Control based on the relative achievement of the applicable Performance Vesting Conditions as at the completion of the Change of Control and all other terms and conditions of such Performance Share Units (and related Dividend Equivalents) will remain the same.
- (b) If the surviving, successor or acquiring entity does not assume the outstanding Options or substitute similar stock options for the outstanding Options in the event of a Change of Control, the Corporation may give written notice to all Participants advising that the Options shall be terminated effective immediately prior to the completion of the Change of Control and all Options shall be deemed to be vested and all vested Options may be exercised in whole or in part by the Participants in accordance with Article 4 until the earlier of their respective Expiry Dates and the termination date of the Options at which time all unexercised vested Options shall automatically terminate and be of no further force or effect, and, except as may be required to comply with the minimum requirements of applicable employment standards legislation, no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise.
- (c) If the surviving, successor or acquiring entity does not assume the outstanding Restricted Share Units and Performance Share Units (and related Dividend Equivalents) or substitute similar awards for the outstanding Restricted Share Units and Performance Share Units (and related Dividend Equivalents) in the event of a Change of Control, the Corporation may give written notice to all Participants advising that the Restricted Share Units and Performance Share Units (and related Dividend Equivalents) shall be terminated effective immediately prior to the completion of the Change of Control and all Restricted Share Units (and related

Dividend Equivalents) shall be deemed to be vested and a specified number of outstanding Performance Share Units (and related Dividend Equivalents) shall be deemed to be vested as of the termination date and shall be settled in accordance with Section 5.11 and Section 6.10, as applicable. The number of Performance Share Units and related Dividend Equivalents which are deemed to be vested shall be determined in the Board's sole discretion taking into account the level of achievement of the Performance Vesting Conditions prior to completion of the Change of Control. Any Performance Share Units (and related Dividend Equivalents) that fail to vest in accordance with this Section shall automatically terminate on the termination date and be of no further force and, except as may be required to comply with the minimum requirements of applicable employment standards legislation, no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise, including on account of severance, payment in lieu of notice or damages for wrongful dismissal.

- (d) Notwithstanding anything in this Plan to the contrary, all actions taken pursuant to this Section 10.2 shall be made subject to the rules of the Exchange and in compliance with paragraph 7(1.4)(c) of the Tax Act, and/or Sections 409A, 422 and/or 424 of the Code, as and to the extent applicable.
- (e) If an interpretation of this Plan might result in the imposition of an additional tax, interest or penalty or the acceleration of income under Section 409A of the Code, then this Plan shall be applied and interpreted in a manner to avoid any such additional tax, interest or penalty, or acceleration of income under Section 409A of the Code.

### **10.3 Reorganization of Corporation's Capital**

Should the Corporation effect a subdivision or consolidation of Common Shares or any similar capital reorganization or a payment of a stock dividend (other than a stock dividend that is in lieu of a normal cash dividend), or should any other change be made in the capitalization of the Corporation that does not constitute a Change of Control and that would warrant the amendment or replacement of any existing Awards in order to adjust the number of Common Shares or other securities that may be acquired on the exercise or settlement of outstanding Awards, the Exercise Price and/or other terms of any Award in order to preserve proportionately the rights and obligations of the Participants holding such Awards, the Plan Administrator will, subject to the prior approval of the Exchange (if required), authorize such steps to be taken, and shall adjust the number and other terms of Awards outstanding, the Exercise Price, and/or the number and/or kind of Common Shares or other securities issuable under this Plan, as it may in its discretion deem appropriate to reflect the event. Notwithstanding anything in this Plan to the contrary, all actions taken pursuant to this Section 10.3 shall be made subject to the rules of the Exchange and in compliance with paragraph 7(1.4)(c) of the Tax Act and/or Sections 409A, 422 and/or 424 of the Code, as and to the extent applicable.

#### **10.4 Other Events Affecting the Corporation**

In the event of an amalgamation, combination, arrangement, merger, liquidation, dissolution or other transaction or reorganization involving the Corporation and occurring by exchange of Common Shares, by sale or lease of assets or otherwise, that does not constitute a Change of Control and that would warrant the amendment or replacement of any existing Awards in order to adjust the number of Common Shares or other securities that may be acquired on the exercise or settlement of outstanding Awards, the Exercise Price and/or other terms of any Award in order to preserve proportionately the rights and obligations of the Participants holding such Awards, the Plan Administrator will, subject to the prior approval of the Exchange (if required), authorize such steps to be taken and shall adjust the number and other terms of Awards outstanding, the Exercise Price, and/or the number and/or kind of Common Shares or other securities issuable under this Plan, as it may in its discretion deem appropriate to reflect the event. Notwithstanding anything in this Plan to the contrary, all actions taken pursuant to this Section 10.4 shall be made subject to the rules of the Exchange and in compliance with paragraph 7(1.4)(c) of the Tax Act and/or Sections 409A, 422 and/or 424 of the Code, as and to the extent applicable.

#### **10.5 Issue by Corporation of Additional Common Shares**

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

#### **10.6 Fractions**

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

### **ARTICLE 11 U.S. TAXPAYERS**

#### **11.1 Provisions for U.S. Taxpayers**

Options granted under this Plan to U.S. Taxpayers may be non-qualified stock options or incentive stock options qualifying under Section 422 of the Code (“**ISOs**”). Each Option shall be designated in the Award Agreement as either an ISO or a non-qualified stock option. The Corporation shall not be liable to any Participant or to any other Person if it is determined that an Option intended to be an ISO does not qualify as an ISO at any time or if an Option is determined to constitute “nonqualified deferred compensation” within the meaning of Section 409A of the Code.

## **11.2 ISOs**

Subject to any limitations in Section 3.6, the aggregate number of Common Shares reserved for issuance in respect of granted ISOs shall not exceed 79,535,747 Common Shares, and the terms and conditions of any ISOs granted to a U.S. Taxpayer on the Date of Grant hereunder, including the eligible recipients of ISOs, shall be subject to the provisions of Section 422 of the Code, and the terms, conditions, limitations and administrative procedures established by the Plan Administrator from time to time in accordance with this Plan. At the discretion of the Plan Administrator, ISOs may be granted to any employee of the Corporation, or of a “parent corporation” or “subsidiary corporation”, as such terms are defined in Sections 424(e) and (f) of the Code, respectively, with respect to the Corporation.

## **11.3 ISO Grants to 10% Shareholders**

Notwithstanding anything to the contrary in this Plan, if an ISO is granted to a Person who owns (or is deemed to own pursuant to Section 424(d) of the Code) equity interests representing more than ten percent (10%) of the voting power of all classes of equity interests of the Corporation or of a “parent corporation” or “subsidiary corporation”, as such terms are defined in Section 424(e) and (f) of the Code, respectively, with respect to the Corporation, on the Date of Grant, the term of the Option shall not exceed five (5) years from the date of grant of such Option and the Exercise Price shall be at least one hundred and ten percent (110%) of the Fair Market Value of the Common Shares subject to the Option.

## **11.4 \$100,000 Per Year Limitation for ISOs**

To the extent the aggregate Fair Market Value as at the Date of Grant of the Common Shares for which ISOs are exercisable for the first time by any Person during any calendar year (under all plans of the Corporation and each “parent corporation” and “subsidiary corporation”, as such terms are defined in Section 424(e) and (f) of the Code, respectively, with respect to the Corporation) exceeds \$100,000, such excess ISOs shall be treated as non-qualified stock options.

## **11.5 Disqualifying Dispositions**

Each Person awarded an ISO under this Plan shall notify the Corporation in writing immediately after the date he or she makes a “disposition” (as such term is defined in Section 424 of the Code) or transfer of any Common Shares acquired pursuant to the exercise of such ISO if such disposition or transfer is made (a) within two (2) years from the Date of Grant of such ISO or (b) within one (1) year after the date such Person acquired the Common Shares. Such notice shall specify the date of such disposition or other transfer and the amount realized, in cash, other property, assumption of indebtedness or other consideration, by the Person in such disposition or other transfer. The Corporation may, if determined by the Plan Administrator and in accordance with procedures established by it, retain possession of any Common Shares acquired pursuant to the exercise of an ISO as agent for the applicable Person until the end of the later of the periods described in (a) or (b) above, subject to complying with any instructions from such Person as to the sale of such Common Shares.

## 11.6 Additional ISO Requirements

- (a) The following shall be prohibited absent consideration and disclosure of the likely United States federal income tax consequences to the U.S. Taxpayer affected thereby: (A) the exercise of an ISO on a cashless basis (i.e., net exercise); (B) the exercise of an unvested ISO; and (C) the modification of an outstanding Option in such a manner as would provide an additional benefit to the U.S. Taxpayer, including a reduction of the Exercise Price or extension of the exercise period.
- (b) Notwithstanding that this Plan shall be effective when adopted by the Board, no ISO granted under this Plan may be exercised until this Plan is approved by the Corporation's shareholders, and if such approval is not obtained within 12 months after the date of the Board's adoption of this Plan, then any and all ISOs previously granted shall terminate for no consideration and shall cease to be outstanding; furthermore, the Board shall obtain shareholder approval within 12 months before or after any material amendment to this Plan (including any increase in the total number of Common Shares that may be issued under the Plan or any change in the class of employees eligible to receive ISOs under this Plan).

## 11.7 Section 409A of the Code

- (a) This Plan will be construed and interpreted to be exempt from, or where not so exempt, to comply with Section 409A of the Code to the extent required to preserve the intended tax consequences of this Plan. Any payments described in the Plan that are due within the "short-term deferral period" as defined in Section 409A of the Code shall not be treated as deferred compensation unless United States federal law requires otherwise. To the extent that an Award, or payment, exercise, settlement or deferral thereof, is subject to Section 409A of the Code, the Award will be granted, paid, exercised, settled or deferred in a manner intended to avoid the imposition of an additional tax, interest or penalty or the acceleration of income under Section 409A of the Code. The Corporation reserves the right to amend this Plan, any Award Agreement, or any Award to the extent it reasonably determines is necessary in order to preserve the intended tax consequences of this Plan in light of Section 409A of the Code. Notwithstanding the foregoing, (i) neither the Corporation nor the Board shall have any obligation to take any action to prevent the assessment of any additional tax, interest or penalty on any Participant under Section 409A of the Code or to prevent the acceleration of income under Section 409A of the Code, and (ii) neither the Corporation nor any of its Subsidiaries or Affiliates will be liable for any tax, interest or penalties that may be imposed on a Participant under Section 409A of the Code or any other tax or economic consequences that result to a Participant under or in connection with Section 409A of the Code.
- (b) All terms of the Plan that are undefined or ambiguous shall be interpreted and applied in a manner that, to the extent possible, avoids the imposition of tax, interest or penalties or the acceleration of income under Section 409A of the Code.



- (c) The Plan Administrator, in its discretion, may permit the acceleration of the time or schedule of payment of a U.S. Taxpayer's vested Awards in the Plan solely under circumstances that constitute permissible acceleration events under Section 409A of the Code.
- (d) Notwithstanding any provisions of the Plan or the applicable Award Agreement to the contrary, in the case of any "specified employee" within the meaning of Section 409A of the Code who is a U.S. Taxpayer, disbursements or payments of non-qualified deferred compensation under Section 409A of the Code made under the Plan in connection with a Separation from Service may not be made prior to the date which is six (6) months after the date of Separation from Service (or, if earlier, the date of death of the U.S. Taxpayer). Any amounts subject to a delay in payment or disbursement pursuant to the preceding sentence shall be paid without interest on the first payroll date following such six (6)-month anniversary of such Separation from Service (or, if earlier, within 30 days after the date of death of the U.S. Taxpayer).

### **11.8 Section 83(b) Election**

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

## **ARTICLE 12 AMENDMENT, SUSPENSION OR TERMINATION OF THE PLAN**

### **12.1 Amendment, Suspension, or Termination of the Plan**

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

- (a) no such amendment, modification, change, suspension or termination of the Plan or any Awards granted hereunder may materially impair any rights of a Participant or materially increase any obligations of a Participant under the Plan without the consent of the Participant, unless the Plan Administrator determines such adjustment is required or desirable in order to comply with any applicable Securities Laws or tax laws (including Sections 409A, 422 and/or 424 of the Code, as applicable);
- (b) any amendment that would cause an Award held by a U.S. Taxpayer be subject to the additional tax, interest or penalty under Section 409A(1)(B)(i)(11) of the Code shall be null and void *ab initio* with respect to the U.S. Taxpayer unless the consent of the U.S. Taxpayer is obtained; and

- (c) any amendment, modification, change, suspension or termination of the Plan shall be such that the Plan continuously meets the requirements of paragraph 6801(d) of the regulations under the Tax Act or any successor to such provision and the requirements of Section 409A of the Code as may apply to U.S. Taxpayers

## **12.2 Shareholder Approval**

Notwithstanding Section 12.1 and subject to any rules of the Exchange, approval of the Corporation's shareholders shall be required for any amendment, modification or change that:

- (a) increases the number of Common Shares reserved for issuance under the Plan as set forth in Section 3.6, except pursuant to the provisions of Article 10;
- (b) reduces the Exercise Price of an Option or allows for the cancellation and reissuance of an Option, which would be considered a repricing under the rules of the Exchange, except pursuant to the provisions of Article 10;
- (c) extends the term of an Award beyond the original expiry date except pursuant to the provisions of Section 8.2;
- (d) increases the length of the period after a Blackout Period during which Options may be exercised;
- (e) increases or removes the limits on the participation of Non-Employee Directors or Insiders in Section 3.7;
- (f) permits Awards to be transferable or assignable other for normal estate settlement purposes;
- (g) deletes or reduces the range of amendments which require approval of the Corporation's shareholders under this Section 12.2; or
- (h) requires shareholder approval under applicable laws or the rules of the Exchange.

## **12.3 Permitted Amendments**

Without limiting the generality of Section 12.1, but subject to Section 12.2, the Plan Administrator may, without the approval of the Corporation's shareholders, at any time or from time to time, amend the Plan or any Awards for the purposes of:

- (a) making any amendments to the vesting provisions of an Award or the Plan;
- (b) making any amendments to the termination provisions of Awards or the Plan which do not entail an extension beyond the original expiry date of any Award (except pursuant to the provisions of Section 8.2);
- (c) making amendments to the cessation of employment or service provisions;

- (d) making amendments to the definitions set out in Section 2.1 (other than to the definition of “Eligible Person”);
- (e) making any amendments necessary for Awards to qualify for favourable treatment under applicable tax laws;
- (f) making any amendments necessary to comply with the provisions of applicable law or the rules, regulations and policies of any Exchange on which the Common Shares are listed;
- (g) making any amendments of a “housekeeping” or administrative nature, including any changes or corrections which are required for the purpose of curing or correcting any ambiguity or defect or inconsistent provision or clerical omission or mistake or manifest error, provided that the Plan Administrator shall be of the opinion that such changes or corrections will not be prejudicial to the rights and interests of the Participants; and
- (h) making any amendments necessary to suspend or terminate this Plan.

## **ARTICLE 13 MISCELLANEOUS**

### **13.1 Legal Requirement**

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

### **13.2 Non-Exclusivity**

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

### **13.3 Securities Law Compliance**

No Awards shall be granted under the Plan and no Common Shares shall be issued and delivered upon the exercise or settlement of Awards granted under the Plan unless and until the Corporation and/or the Participant have complied with all applicable federal, provincial and state registration, listing and/or qualification requirements and all other requirements of law or of any regulatory agencies having jurisdiction.

### **13.4 Rights of Participant**

No Participant shall be induced to acquire, exercise or settle an Award by expectation of employment, engagement or other service or continued employment, engagement or other service.

No Participant has any claim or right to be granted an Award and the granting of any Award is not to be construed as giving a Participant a right to remain as an Employee, Consultant or Director. No Participant has any rights (including, without limitation, voting rights, dividend entitlements (other than as set out in this Plan) or rights on liquidation) as a shareholder of the Corporation in respect of Common Shares issuable pursuant to any Award until the allotment and issuance of such Common Shares to such Participant. Nothing in this Plan may be construed to provide any Participant with any rights whatsoever to compensation or damages in lieu of notice or continued participation in, or entitlements under, the Plan as a consequence of a Participant's termination of employment, engagement or other service (regardless of the reason for the termination and the party causing the termination, including a termination without Cause). The Plan does not give any Participant any right to claim any benefit or compensation except to the extent specifically provided in the Plan.

### **13.5 Other Employee Benefits**

The amount of any compensation received or deemed to be received by a Participant as a result of the Participant's participation in the Plan will not constitute compensation, earnings or wages with respect to which any other employee benefits of that Participant are determined, including, without limitation, benefits under any bonus, pension, profit-sharing, insurance, vacation, termination, severance or salary continuation plan or any other employee benefit plans, nor under any applicable employment standards or other legislation, except as otherwise specifically determined by the Plan Administrator.

### **13.6 Unfunded Plan**

The Plan shall be unfunded. Neither the Corporation nor any Subsidiary of the Corporation shall be required to establish any special or separate fund or to segregate any assets to assure the performance of its obligations under the Plan.

### **13.7 Conflict**

In the event of any conflict between the provisions of this Plan and an Award Agreement, the provisions of the Plan shall govern. In the event of any conflict between or among the provisions of this Plan or an Award Agreement, on the one hand, and a Participant's employment or service (or similar agreement) or other written agreement with the Corporation or a Subsidiary of the Corporation, as the case may be, on the other hand, the provisions of the employment or service agreement (or similar agreement) or other written agreement shall prevail.

### **13.8 Participant Information**

Each Participant shall provide the Corporation with all information (including personal information) required by the Corporation in order to administer the Plan (including as to whether the circumstances described in Section 11.3 exist). Each Participant acknowledges that information required by the Corporation in order to administer the Plan may be disclosed to any custodian appointed in respect of the Plan and other third parties, and may be disclosed to such Persons (including Persons located in jurisdictions other than the Participant's jurisdiction of

residence), in connection with the administration of the Plan. Each Participant consents to such disclosure and authorizes the Corporation to make such disclosure on the Participant's behalf.

### **13.9 Participation in the Plan**

The participation of any Participant in the Plan is entirely voluntary and not obligatory and shall not be interpreted as conferring upon such Participant any rights or privileges other than those rights and privileges expressly provided in the Plan. The Plan does not provide any guarantee against any loss which may result from fluctuations in the market value of the Common Shares. Neither the Corporation nor any Subsidiary of the Corporation shall be liable to any Participant for any loss resulting from a decline in the market value of the Common Shares. The Corporation does not assume responsibility for the income or other tax consequences for the Participants and they are advised to consult with their own tax advisors.

### **13.10 International Participants**

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

### **13.11 Successors and Assigns**

The Plan shall be binding on all successors and assigns of the Corporation, its Subsidiaries and each Participant, including without limitation, the Personal Representative of a Participant, or any receiver or trustee in bankruptcy or representative of the creditors of the Corporation or any of the Corporation's Subsidiaries or a Participant

### **13.12 General Restrictions on Assignment**

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

### **13.13 Severability**

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

### **13.14 Notices**

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

Nevada Copper Corp.  
250 - 200 Burrard Street  
Vancouver, British Columbia  
V6C 3L6

Attention: Corporate Secretary of the Corporation

Or by email: cdevincenzi@nevadacopper.com

All notices to a Participant will be addressed to the principal address of the Participant on file with the Corporation. Either the Corporation or the Participant may designate a different address by written notice to the other. Such notices are deemed to be received, if delivered personally or by e-mail, on the date of delivery, and if sent by mail, on the fifth (5<sup>th</sup>) Business Day following the date of mailing; provided that in the event of any actual or imminent postal disruption, notices shall be delivered to the appropriate party and not sent by mail. Any notice given by either the Participant or the Corporation is not binding on the recipient thereof until received.

### **13.15 Effective Date**

This Plan becomes effective on the Effective Date, but no Award shall be exercised unless and until this Plan has been approved by the shareholders of the Corporation, which approval shall be within twelve (12) months before or after the Effective Date (which is the date on which this Plan was adopted by the Board on behalf of the Corporation).

### **13.16 Governing Law**

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

**SCHEDULE A**

**NEVADA COPPER CORP.  
OMNIBUS EQUITY INCENTIVE PLAN (THE “PLAN”)**

**ELECTION NOTICE**

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

- Pursuant to the Plan, I hereby elect to participate in the grant of Deferred Share Units pursuant to Article 7 of the Plan and to receive \_\_\_\_\_% of my Annual Retainer Fees (excluding any Mandatory Deferred Share Units) in respect of the \_\_\_\_\_ calendar year (the “**Deferred Amount**”) in the form of Deferred Share Units in lieu of cash.

I confirm that:

- (a) I have received and reviewed a copy of the terms of the Plan and agreed to be bound by them.
- (b) I recognize that when Deferred Share Units credited pursuant to this election are redeemed in accordance with the terms of the Plan, income tax and other withholdings as required will arise at that time. Upon redemption of the Deferred Share Units, the Corporation will make all appropriate withholdings as required by law at that time.
- (c) I recognize that, if I am a U.S. Taxpayer, my share of certain payroll taxes (such as Social Security and Medicare) on the Deferred Amount is due when it is earned or vested, notwithstanding my election hereby to defer the receipt of the Deferred Amount until the related Deferred Share Units are settled. As a result, there would be a mismatch between when I receive the Deferred Amount and when certain payroll taxes are due on the Deferred Amount. I understand that I will be required to pay (by payroll deduction or check) to the Corporation or an Affiliate thereof my share of any such payroll taxes then due and payable (and the Corporation or an Affiliate thereof may unilaterally withhold from any amounts due to me an amount sufficient to satisfy such taxes). I am advised to consult with my own tax advisor before making this election.
- (d) The value of Deferred Share Units is based on the value of the Common Shares of the Corporation and therefore is not guaranteed.
- (e) I understand that this election is irrevocable for the calendar year to which it applies.

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

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

\_\_\_\_\_  
(Name of Participant)

\_\_\_\_\_  
(Signature of Participant)