EVERYDAY PEOPLE FINANCIAL CORP.

NOTICE OF ANNUAL AND SPECIAL MEETING

OF SHAREHOLDERS

TO BE HELD ON JULY 23, 2026

and

MANAGEMENT INFORMATION CIRCULAR

DATED June 23, 2026

This management information circular and the accompanying materials require your immediate attention. If you are in doubt as to how to deal with these documents or the matters to which they refer, please consult your financial, legal, tax or other professional advisor.

EVERYDAY PEOPLE FINANCIAL CORP.

Suite 450, 11150 Jasper Avenue, Edmonton, Alberta, T5K 0C7

NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS TO BE HELD ON THURSDAY, JULY 23, 2026

NOTICE IS HEREBY GIVEN that the annual and special meeting (the "**Meeting**") of the holders (the "**Shareholders**") of common shares ("**Common Shares**") in the capital of Everyday People Financial Corp. (the "**Company**") will be held via live webcast, as set out below, on Thursday, July 23, 2026, at 10:00 a.m. (Mountain Daylight Time), for the following purposes:

1. to receive the audited consolidated financial statements of the Company for the year ended December 31, 2025 and year ended December 31, 2024, together with the report of the auditor thereon, and the unaudited interim condensed consolidated financial statements of the Company for the three months ended March 31, 2026;

2. to elect seven directors of the Company for the ensuing year;

3. to re-appoint the auditor of the Company, MNP LLP, for the ensuing year and to authorize the directors of the Company to fix the auditor's remuneration;

4. to consider and, if deemed advisable, to pass, with or without variation, an ordinary resolution of the disinterested Shareholders of the Company confirming and approving the omnibus share incentive plan of the Company, as more fully described in the accompanying management information circular of the Company;

5. to consider and, if deemed advisable, to pass, with or without variation, an ordinary resolution of the disinterested shareholders of the Company approving the divestiture of the Company's non-core financial services subsidiaries, as more fully described in the accompanying management information circular of the Company;

6. to consider and, if deemed advisable, to pass, with or without variation, an ordinary resolution of the disinterested shareholders approving the issuance of Shares-for-Debt transaction, as more fully described in the accompanying management information circular of the Company; and

7. to transact such other business as may properly be brought before the Meeting and any adjournment(s) or postponement(s) thereof.

As described in the notice and access notification mailed to Shareholders of the Company, the Company has decided to deliver the Meeting materials to Shareholders by posting the Meeting materials on the following website: https://odysseytrust.com/client/everyday-people-financial/ (the "**Website**"). The use of this alternative means of delivery is more environmentally friendly as it will help reduce paper use and it will also reduce the Company's printing and mailing costs. The Meeting materials will be available on the Website as of June 23, 2026, and will remain on the Website for one full year thereafter. The Meeting materials will also be available on SEDAR+ at www.sedarplus.ca. Shareholders will not receive paper copies of the Meeting materials unless they specifically request paper copies. Instead, all Shareholders will receive a notice and access notification which will contain information on how to obtain electronic and paper copies of the Meeting materials in advance of the Meeting. If you wish to receive a paper copy of the Meeting materials or have questions about notice-and-access, please call 1-888-290-1175 (toll-free within North America) or 1-587-885-0960 (direct from outside North America). In order to receive a paper copy in time to vote before the Meeting, your request should be received no later than July 10, 2026.

The Company is holding the Meeting as a completely virtual meeting, which will be conducted via live webcast, where all Shareholders regardless of geographic location and equity ownership will have an equal opportunity to participate at the Meeting and engage with directors of the Company and management as well as other Shareholders. Shareholders will not be able to attend the Meeting in person. Registered Shareholders and duly appointed proxyholders will be able to attend, participate and vote at the Meeting online at **https://meetings.lumiconnect.com/ (enter in meeting ID 400-837-900-337)**. Beneficial Shareholders (being Shareholders who hold their Common Shares through a broker, investment dealer, bank, trust company, custodian, nominee or other intermediary) who have not duly appointed themselves as proxyholder will be able to attend as a guest and view the webcast but not be able to participate or vote at the Meeting.

As a Shareholder of the Company, it is very important that you read the management information circular of the Company dated June 23, 2026 (the "**Circular**") and other Meeting materials carefully. They contain important information with respect to voting your Common Shares and attending and participating at the Meeting.

The record date for determination of the Shareholders entitled to receive notice of, and to vote at, the Meeting or any adjournments or postponements thereof is June 8, 2026 (the "**Record Date**"). Only the Shareholders whose names have been entered into the register of shareholders at the close of business on the Record Date will be entitled to receive notice of, and to vote at, the Meeting or any adjournments or postponements thereof.

A Shareholder who wishes to appoint a person, other than the management nominees identified on the form of proxy or voting instruction form, to represent him, her or it at the Meeting may do so by inserting such person's name in the blank space provided in the form of proxy or voting instruction form and following the instructions for submitting such form of proxy or voting instruction form. This must be completed prior to registering such proxyholder, which is an additional step to be completed once you have submitted your form of proxy or voting instruction form. If you wish that a person other than the management nominees identified on the form of proxy or voting instruction form attend and participate at the Meeting as your proxy and vote your Common Shares, including if you are a nonregistered Shareholder and wish to appoint yourself as proxyholder to attend, participate and vote at the Meeting, you MUST register such proxyholder after having submitted your form of proxy or voting instruction form identifying such proxyholder. Failure to register the proxyholder will result in the proxyholder not receiving a Control Number to participate in the Meeting. Without a Control Number, proxyholders will not be able to attend, participate or vote at the Meeting. To register a proxyholder, Shareholders MUST send an email to appointee@odysseytrust.com and provide Odyssey Trust Company ("**Odyssey**") with their proxyholder's contact information, amount of shares appointed, name in which the shares are registered if they are a registered Shareholder, or name of broker where the shares are held if a beneficial Shareholder, so that Odyssey may provide the proxyholder with a Control Number via email.

DATED this 23rd day of June 2026.

BY ORDER OF THE BOARD OF DIRECTORS OF EVERYDAY PEOPLE FINANCIAL CORP.

(signed) *"Graham Rankin"*

Graham Rankin
Chairman of the Board

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MANAGEMENT INFORMATION CIRCULAR

In this management information circular (the "**Circular**"), references to the "Company", "EP", "us", "we" and "our" refer to Everyday People Financial Corp. Unless otherwise indicated herein, all references to "$" are to Canadian dollars.

This Circular is furnished in connection with the solicitation of proxies by the management of the Company for use at the annual and special meeting (the "**Meeting**") of the holders ("**Shareholders**") of common shares in the capital of the Company ("**Common Shares**") scheduled to be held in a virtual-only format via live audio webcast online at **https://meetings.lumiconnect.com/ (enter in meeting ID 400-837-900-337)** on Thursday, July 23, 2026, at 10:00 a.m. (Mountain Daylight Time "**MDT**"), and at all postponements or adjournments thereof, for the purposes set forth in the accompanying notice of the Meeting (the "**Notice of Meeting**"). Shareholders of record at the close of business on June 8, 2026 (the "**Record Date**") will be entitled to vote at the Meeting.

The information contained herein is given as of June 23, 2026, except where otherwise indicated.

Enclosed herewith is a form of proxy or voting instruction form for use at the Meeting. The delivery of this Circular shall not, under any circumstances, create an implication that there has not been any change in the information set out herein since the date of this Circular.

PROXY SOLICITATION AND VOTING

1. Solicitation of Proxies

The Company will use the "notice and access" delivery model ("**Notice and Access**") to conduct the solicitation of proxies in connection with this Circular. Proxies may also be solicited personally or by telephone by individual directors of the Company or by officers and/or other employees of the Company.

The Company will bear the cost in respect of the solicitation of proxies for the Meeting and will bear the legal, printing and other costs associated with the preparation of the Circular. The Company will also pay the fees and costs of intermediaries such as stockbrokers, securities dealers, banks, trust companies, clearing agencies, trustees and their agents and nominees ("**Intermediaries**") for their services in transmitting proxy-related material to objecting beneficial owners ("**OBOs**"), those Shareholders who have not consented to the release of their names and addresses to the Company, in accordance with National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("**NI 54-101**"). This cost is expected to be nominal.

In accordance with NI 54-101, the Notice of Meeting, this Circular and the form of proxy have been sent by the Company to its registered Shareholders (Shareholders holding a paper share certificate or Direct Registration Statement registered in their name) ("**Registered Shareholders**") and the Company has also sent such proxy-related materials directly to those non-registered (non-objecting beneficial owners – "**NOBO**s") Shareholders that have consented to the release of their names and addresses to the Company, using Notice and Access. Hereinafter OBOs and NOBOs, being Shareholders who hold their Shares through a broker, investment dealer, bank, trust company, custodian, nominee or other intermediary, are referred to collectively as "**Non-Registered Shareholders**".

These proxy-related materials are being sent to both Registered Shareholders and Non-Registered Shareholders of the Company's Common Shares. If you are a Non-Registered Shareholder and the Company or its agent has sent these materials directly to you, your name and address and information about your holdings of Common Shares, have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding on your behalf. By choosing to send these materials to you directly, the Company (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. Please return your voting instructions as specified in the request for voting instructions.*

Copies of the Company's current audited consolidated financial statements for the year ended December 31, 2025, together with the auditors' report thereon and the related management's discussion and analysis ("**MD&A**"), and the interim condensed consolidated financial statements for the three months ended March 31, 2026, and the related management's discussion and analysis for the interim periods, are available on the Company's profile on the System for Electronic Document Analysis and Retrieval+ ("**SEDAR+**") website at www.sedarplus.ca.

2. Notice and Access

The Company is using Notice and Access for both Registered Shareholders and Non-Registered Shareholders of Common Shares, which allows the Company to furnish proxy materials online to all Shareholders instead of mailing paper copies of such materials. Using Notice and Access, the Company can deliver proxy-related materials by (i) posting the Circular (and other proxy related materials) on a website other than SEDAR+, and (ii) sending a notice informing all Shareholders that the Circular and proxy related materials have been posted and explaining how to access such materials (the "**Notice and Access Notification**").

The Company is providing paper copies of its Circular only to those Registered Shareholders and Non-Registered Shareholders that have previously requested to receive paper materials. The Company is also providing paper copies or emailing electronic copies of its annual audited financial statements for the year ended December 31, 2025, along with the March 31, 2026 interim financial statements to Registered Shareholders and Non-Registered Shareholders that have opted to receive annual audited financial statements and have indicated a preference for either delivery method.

On or before June 23, 2026, the Company will send to Shareholders of record as of the Record Date a notice package containing the Notice and Access Notification and the relevant voting document (a form of proxy or voting instruction form, as applicable). The Notice and Access Notification will contain basic information about the Meeting and the matters to be voted on, instructions on how to access the proxy material, including this Circular, the audited consolidated financial statements of the Company for the year ended December 31, 2025, and the year ended December 31, 2024, together with the auditors' report thereon and the related MD&A, and the unaudited interim condensed consolidated financial statements of the Company for the three months ended March 31, 2026 and 2025, together with the related interim MD&A's (collectively, the "**Meeting Materials**"), an explanation of the Notice and Access process and details of how to obtain a paper copy of the Meeting Materials upon request at no cost.

As described in the Notice and Access Notification mailed to Shareholders of the Company, the Company has decided to deliver the Meeting Materials to Shareholders by posting the Meeting Materials on the following website: https://odysseytrust.com/client/everyday-people-financial/ (the "**Website**"). The use of this alternative means of delivery is more environmentally friendly as it will help reduce paper use and it will also reduce the Company's printing and mailing costs. The Meeting Materials will be available on the Website as of June 23, 2026, and will remain on the Website for one full year thereafter. The Meeting Materials will also be available on SEDAR+ at www.sedarplus.ca. Shareholders will not receive paper copies of the Meeting Materials unless they specifically request paper copies. Instead, all Shareholders will receive a Notice and Access Notification which will contain information on how to obtain electronic and paper copies of the Meeting Materials in advance of the Meeting. If you wish to receive a paper copy of the Meeting Materials or have questions about notice-and-access, please call 1-888-290-1175 (toll-free within North America) or 1-587-885-0960 (direct from outside North America). In order to receive a paper copy in time to vote before the meeting, your request should be received no later than July 10, 2026.

Non-Registered Shareholders who have not duly appointed themselves as proxyholder will not be able to attend, participate or vote at the Meeting. This is because the Company and its transfer agent do not have a record of the Non-Registered Shareholders of the Company, and, as a result, will have no knowledge of your shareholdings or entitlement to vote, unless you appoint yourself as proxyholder. If you are a Non-Registered Shareholder and wish to vote at the Meeting, you have to appoint yourself as proxyholder, by inserting your own name in the space provided on the voting instruction form sent to you and must follow all of the applicable instructions provided by your intermediary. If you have not received proxy-related materials from your intermediary (such as your broker, bank, or other nominee) holding your Common Shares, you should contact your intermediary and provide instructions on how you wish your Common Shares to be voted at the Meeting. See "*Appointment of a Third Party as Proxy*" and "*How do I attend and participate at the Meeting*?".

If you are a Shareholder entitled to vote at the Meeting, you have the right to appoint a person or company other than either of the persons designated in the form of proxy or voting instruction form (who is not required to be a Shareholder), to attend and act for you and on your behalf at the Meeting. You may do so either by inserting the name of that other person in the blank space provided in the proxy or by completing and delivering another suitable form of proxy.

Appointment of a Third-Party as Proxy

The following applies to Shareholders who wish to appoint a person (a "**third-party proxyholder**") other than the management nominees set forth in the form of proxy or voting instruction form as proxyholder, including Non-Registered Shareholders who wish to appoint themselves as proxyholder to attend, participate or vote at the Meeting.

Shareholders who wish to appoint a third-party proxyholder to attend, participate or vote at the Meeting as their proxy and vote their Common Shares MUST submit their proxy or voting instruction form (as applicable) appointing such third-party proxyholder AND register the third-party proxyholder, as described below. Registering your proxyholder is an additional step to be completed AFTER you have submitted your proxy or voting instruction form. Failure to register the proxyholder will result in the proxyholder not receiving a Control Number to attend, participate or vote at the Meeting.

Step 1: Submit your proxy or voting instruction form: To appoint a third-party proxyholder, insert such person's name in the blank space provided in the form of proxy or voting instruction form (if permitted) and follow the instructions for submitting such form of proxy or voting instruction form. This must be completed prior to registering such proxyholder, which is an additional step to be completed once you have submitted your form of proxy or voting instruction form. If you are a Non-Registered Shareholder located in the United States, you must also provide Odyssey Trust Company ("**Odyssey**"), the Company's transfer agent, with a duly completed legal proxy if you wish to attend, participate or vote at the Meeting or, if permitted, appoint a third party as your proxyholder. See below under this section for additional details.

Step 2: Register your proxyholder: To register a proxyholder, Shareholders MUST send an email to appointee@odysseytrust.com by 10:00 a.m. MDT on July 21, 2026 and provide Odyssey with the required proxyholder contact information, amount of shares appointed, name in which the shares are registered if they are a Registered Shareholder, or name of broker where the shares are held if a Non-Registered Shareholder, so that Odyssey may provide the proxyholder with a Control Number via email. Without a Control Number, proxyholders will not be able to attend, participate or vote at the Meeting.

If you are a Non-Registered Shareholder and wish to attend, participate or vote at the Meeting, you have to insert your own name in the space provided on the voting instruction form sent to you by your intermediary, follow all of the applicable instructions provided by your intermediary AND register yourself as your proxyholder, as described above. By doing so, you are instructing your intermediary to appoint you as proxyholder. It is important that you comply with the signature and return instructions provided by your intermediary. Please also see further instructions below under the heading "*How do I attend and participate at the Meeting*?".

Legal Proxy – US Non-Registered Shareholders

If you are a Non-Registered Shareholder located in the United States and wish to attend, participate or vote at the Meeting or, if permitted, appoint a third party as your proxyholder, in addition to the steps described above and below under "*How do I attend and participate at the Meeting*?", you must obtain a valid legal proxy from your intermediary. Follow the instructions from your intermediary included with the legal proxy form and the voting instruction form sent to you or contact your intermediary to request a legal proxy form or a legal proxy if you have not received one. After obtaining a valid legal proxy from your intermediary, you must then submit such legal proxy to Odyssey. Requests for registration from Non-Registered Shareholders located in the United States that wish to attend, participate or vote at the Meeting or, if permitted, appoint a third party as their proxyholder must be sent by e-mail to appointee@odysseytrust.com and received by 10:00 a.m. MDT on July 21, 2026.

How do I attend and participate at the Meeting?

The Company is holding the Meeting as a completely virtual meeting, which will be conducted via live webcast. Shareholders will not be able to attend the Meeting in person. In order to attend, participate or vote at the Meeting (including voting and asking questions at the Meeting), Shareholders must have a valid Control Number.

Registered Shareholders and duly appointed proxyholders will be able to attend, participate and vote at the Meeting online at **https://meetings.lumiconnect.com/ (enter in meeting ID 400-837-900-337)** on July 23, 2026, at 10:00 a.m. MDT. Such persons may then enter the virtual Meeting by clicking "I have a login" and entering a Control Number (do not use dashes or spaces) and Password before the start of the Meeting:

Registered Shareholders: The control number located on the form of proxy (or in the email notification you received from Odyssey) has the Control Number. The Password to the Meeting is "every2026" (case sensitive). If as a Registered Shareholder you are using your Control Number to login to the Meeting and you have previously voted, you do not need to vote again when the polls open. By voting at the meeting, you will revoke your previous voting instructions received prior to voting cutoff.

Duly appointed proxyholders: Odyssey will provide the proxyholder with a Control Number by email after the voting deadline has passed. The Password to the Meeting is "every2026" (case sensitive). Only Registered Shareholders and duly appointed proxyholders will be entitled to attend, participate and vote at the Meeting. Non-Registered Shareholders who have not duly appointed themselves as proxyholder will be able to attend the meeting as a guest but not be able to participate or vote at the Meeting. Shareholders who wish to appoint a third-party proxyholder to represent them at the Meeting (including Non-Registered Shareholders who wish to appoint themselves as proxyholder to attend, participate or vote at the Meeting) MUST submit their duly completed proxy or voting instruction form AND register the proxyholder. See "*Appointment of a Third-Party as Proxy*".

3. Advice to Non-Registered Shareholders

The information in this section is of significant importance to Non-Registered Shareholders, as most Shareholders do not hold their Common Shares in their own name. Non-Registered Shareholders are advised that only proxies from Shareholders of record can be recognized and voted upon at the Meeting, these are Registered Shareholders. 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 Company and therefore are not Registered Shareholders. Such Common Shares will more likely be registered under the name of the Shareholder's broker or an agent of that broker. In Canada, the vast majority of such Common Shares are registered under the name of CDS & Co. (the registration name for the Canadian Depository for Securities Limited, which acts as nominee for many Canadian brokerage firms) and in the United States ("**U.S.**") the vast majority of such Common Shares are registered under the name of CEDE & Co, which acts as nominee for the Depository Trust Company ("**DTC**") for U.S. brokerage firms.

Voting by Non-Registered Shareholders

Common Shares held by brokers or their nominees can only be voted (for or against resolutions) upon the instructions of the Non-Registered Shareholder. Without specific instructions, brokers and their nominees are prohibited from voting Common Shares for their clients. The directors and officers of the Company do not know for whose benefit the Common Shares registered in the name of CDS & Co. or CEDE & Co., are held, and the directors and officers of the Company do not necessarily know for whose benefit the Common Shares registered in the name of any Intermediary are held.

Applicable regulatory policy requires brokers and other Intermediaries to seek voting instructions from Non-Registered Shareholders in advance of Shareholders' meetings. Every broker and other Intermediary have its own mailing procedure, and provides its own return instructions, which should be carefully followed. The form of proxy supplied by brokers and other Intermediaries to Non-Registered Shareholders may be very similar and, in some cases, identical to that provided to Registered Shareholders. However, its purpose is limited to instructing the Registered Shareholder how to vote on behalf of the Non-Registered Shareholder.

In Canada, the vast majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**"). Broadridge typically prepares a machine-readable voting instruction form, mails those forms to Non-Registered Shareholders and asks Non-Registered Shareholders to return the forms to

Broadridge, or otherwise communicate voting instructions to Broadridge (by way of the Internet or telephone, for example). Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of shares to be represented at the Meeting. A Non-Registered Shareholder who receives a Broadridge voting instruction form cannot use that form to vote Common Shares directly at the Meeting. The voting instruction forms must be returned to Broadridge (or instructions respecting the voting of Common Shares must otherwise be communicated to Broadridge) well in advance of the Meeting in order to have the Common Shares voted. If you have any questions regarding the voting of Common Shares held through a broker or other Intermediary, please contact that broker or other Intermediary for assistance.

Although a Non-Registered Shareholder may not be recognized directly at the Meeting for the purposes of voting Common Shares registered in the name of his broker or other Intermediary, a Non-Registered Shareholder may attend the Meeting as proxyholder for the Registered Shareholder that holds the Non-Registered Shareholder's Common Shares and vote those Common Shares in that capacity. Non-Registered Shareholders who wish to attend the Meeting and indirectly vote their Common Shares as proxyholder for the Registered Shareholder should enter their own names in the blank space on the form of proxy provided to them and return the same to their broker (or the broker's agent) in accordance with the instructions provided by such broker or agent. In addition, you must register your appointment as set out in "*How do I attend and Participate at the Meeting*".

Non-Registered Shareholders should contact their broker or other Intermediary through which they hold Common Shares if they have any questions regarding the voting of such Common Shares.

4. Exercise of Discretion

All Common Shares represented at the Meeting by properly executed proxies will be voted or withheld from voting in accordance with the instructions of the Shareholder where voting is by way of ballot and, if the Shareholder specifies a choice with respect to any matter to be voted upon, the Common Shares represented by the proxy will be voted in accordance with such instructions. In the absence of any such instructions, the persons whose names appear on the enclosed form of proxy will vote in favour of the matters set forth in the Notice of Meeting and in this Circular.

The enclosed form of proxy confers discretionary authority on the persons named therein with respect to any amendments or variations of those matters specified in the form of proxy and Notice of Meeting and with respect to any other matters which may be properly brought before the Meeting or any adjournment or postponement thereof. If any such amendment, variation or other matter should come before the Meeting, it is the intention of the persons named in the enclosed form of proxy to vote such proxies in accordance with their best judgment, unless the Shareholder has specified to the contrary or that Common Shares are to be withheld from voting. At the time of printing this Circular, management of the Company knows of no such amendment, variation or other matter.

5. Revocability of Proxy

A Shareholder who has given a proxy has the power to revoke it as to any matter on which a vote has not already been cast pursuant to the authority conferred by such proxy and may do so:

(a) by depositing an instrument in writing revoking the proxy executed by the Shareholder or by the Shareholder's attorney authorized in writing:

  (i) at the head office of the Company (Suite 450, 11150 Jasper Avenue, Edmonton, Alberta, T5K 0C7, Attention: Corporate Secretary) or by email to corporatesecretary@epfinancial.ca at any time up to and including the last business day preceding the day of the meeting, or any adjournment or postponement thereof, at which the proxy is to be used; or

  (ii) with the Chairman of the meeting, prior to its commencement, on the day of the Meeting or any adjournment or postponement thereof; or

(b) in any other manner permitted by law.

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

To the best of the Company's knowledge, except as otherwise disclosed herein, no director, executive officer, or proposed nominee for election as a director of the Company, nor any associate or affiliate of any of the foregoing, has any material interest, direct or indirect, in any matter to be acted on at the Meeting, other than the election of directors and the re-appointment of auditors.

Certain directors and executive officers of the Company hold Options and or Restricted Shares Units ("**RSUs**") (each as defined in this Circular) pursuant to the Company's Omnibus Share Incentive Plan (the "**Share Incentive Plan**"). At the Meeting, disinterested Shareholders will be asked to approve and adopt an ordinary resolution relating to the annual approval of the Share Incentive Plan. See "*Matters to be Considered and Acted Upon at the Meeting – Approval of Omnibus Share Incentive Plan*".

Also, certain directors of the Company are also parties to a proposed issuance of common shares in settlement of accrued and unpaid directors' fees (the "**Issuance of Shares-for-Debt to Related Parties**"). Disinterested shareholders will be asked to consider and, if deemed advisable, approve an ordinary resolution authorizing the Issuance of Shares-for-Debt to Related Parties. See *"Matters to be Considered and Acted Upon at the Meeting – Issuance of Shares-for-Debt to Related Parties*".

And one director of the Company, Gordon Reykdal, is an interested party to the proposed divestiture of the Company's non-core Financial Services subsidiaries. In addition, effective May 1, 2026, two directors of the Company, David Guebert and Scott Sinclair, were appointed directors of the purchaser of the non-core Financial Services subsidiaries. Accordingly, the votes attached to Common Shares beneficially owned or controlled by Mr. Guebert and Mr. Sinclair will be excluded from voting on the proposed divestiture. Disinterested shareholders will be asked to consider and, if deemed advisable, approve a resolution approving the sale of the Company's non-core Financial Services subsidiaries to a related party of the Company. See "*Matters to be Considered and Acted Upon at the Meeting – Approval of Divestiture of Non-Core Financial Services Subsidiaries*".

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

6. Voting Rights

The authorized share capital of the Company consists of an unlimited number of voting Common Shares without nominal or par value. As at the Record Date, there are 130,106,636 Common Shares currently issued and outstanding. Shareholders of record as of the Record Date are entitled to receive notice of and attend and vote at the Meeting. Each Shareholder will be entitled to one vote at the Meeting for each Common Share held by them on the Record Date.

7. Record Date

The Record Date for the determination of Shareholders entitled to receive notice of and to vote at the Meeting or any adjournment or postponement thereof is June 8, 2026.

The Company will prepare or cause to be prepared a list of the Shareholders recorded as holders of Common Shares on its register of Shareholders as of the close of business on the Record Date, each of whom shall be entitled to vote the Common Shares shown opposite their name on the list at the Meeting or any adjournment or postponement thereof.

In addition, persons who are Non-Registered Shareholders as of the Record Date will be entitled to exercise their voting rights in accordance with the procedures established under NI 54-101. See "*Proxy Solicitation and Voting – Advice to Non-Registered Shareholders*".

8. Quorum

Pursuant to the by-laws of the Company, at any meeting of the Shareholders of the Company, (a) two (or more) Shareholders, present in person or represented by proxy, will be quorum for purposes of electing a chair of the meeting and for adjourning the meeting to a fixed time and place, but not for the transaction of any other business; and (b) two (or more) Shareholders, present in person or represented by proxy, who hold or represent by proxy not less than 5% in the aggregate of the issued and outstanding Common Shares of the Company will be quorum for the transaction of all other business.

If a quorum is present at the opening of a meeting of Shareholders, the Shareholders present may proceed with the business of the meeting, notwithstanding that a quorum is not present throughout the meeting.

9. Voting Trust Agreement

Gordon Reykdal has executed and delivered an undertaking (the "**Undertaking**") to the TSX Venture Exchange (the "**TSXV**" or the "**Exchange**") pursuant to which, among other things, Gordon Reykdal has undertaken to limit his direct and indirect, including EAM Enterprises Inc. ("**EAM**"), shareholdings of the Company to voting of up to a maximum of 9.9% of the issued and outstanding Common Shares.

On August 31, 2022, Gordon Reykdal, EAM, the Company and Odyssey Trust Company, as trustee, entered into a voting trust agreement (the "**Voting Trust Agreement**") pursuant to which Gordon Reykdal and EAM have appointed the trustee as voting trustee of any Common Shares beneficially owned by Gordon Reykdal or his spouse, Carrie Reykdal, or over which Gordon Reykdal or his spouse exercise control or direction, directly or indirectly, including those held by EAM, above 9.9% of the issued and outstanding Common Shares (the "**Subject Shares**"). As voting trustee of the Subject Shares, the trustee shall have the sole, exclusive and immediate right and power to vote the Subject Shares (in person or by proxy) in accordance with the following: (i) the trustee shall vote in favour or shall abstain from voting in respect of any resolution proposed by the board of directors of the Company and submitted to the shareholders of the Company for approval pursuant to the instructions given by Gordon Reykdal and EAM to the trustee in connection with the Voting Trust Agreement; and (ii) the trustee shall abstain from voting in respect of any resolution proposed by any shareholder of the Company. In furtherance of such right and power, Gordon Reykdal and EAM will nominate and constitute the trustee as general power of attorney with respect to the voting of the Subject Shares with the full right to do any and all acts and things with respect to the voting of the Subject Shares, as Gordon Reykdal or EAM may lawfully do by virtue of being the registered holder of the Subject Shares and/or having the power and control to vote the Subject Shares, including for greater certainty and without limitation, the execution and delivery of proxies with respect to the Subject Shares. This Voting Trust Agreement remains in effect.

10. Principal Holders of Common Shares

To the best of the knowledge of the directors and executive officers of the Company, as at the Record Date, no person or company beneficially owns, or controls or directs, directly or indirectly, 10% or more of the voting rights attached to all of the issued and outstanding Common Shares, except as stated below.

Name of Shareholder	Number of Common Shares Beneficially Owned, Controlled or Directed	Percentage of Common Shares Beneficially Owned, Controlled or Directed(1)
EAM Enterprises Inc. together with Gordon Reykdal(2)	26,698,746 (3)(4)	20.52%(4)

Notes:

(1) Calculated on an undiluted basis, based on 130,106,636 Common Shares issued and outstanding as of the Record Date.

(2) Gordon Reykdal was appointed as a director and Executive Chairman of the Company on March 31, 2023. Effective April 15, 2026, Mr. Reykdal transitioned from his role as Executive Chairman to serve as a Senior Advisor to the Company, while continuing to act as a director.

(3) As of the Record Date, Gordon Reykdal beneficially owns 26,698,746 Common Shares of the Company, of which 26,628,055 Common Shares are held by EAM a private company wholly owned by Carrie Reykdal, spouse of Gordon Reykdal. In addition, of the 26,698,746 Common Shares, Gordon Reykdal indirectly owns 70,691 Common Shares. Presently and as of the Record Date, Gordon Reykdal does not hold, directly or indirectly, any warrants, RSUs or options to acquire Common Shares of the Company. Carrie Reykdal also owns and controls 287,500 Common Shares in addition to EAM's shareholdings.

(4) Subject to a Voting Trust Agreement, as more fully defined under herein.

MATTERS TO BE CONSIDERED AND ACTED UPON AT THE MEETING

To the knowledge of the board of directors of the Company (the "**Board**"), the only matters to be brought before the Meeting are those matters set forth in the Notice of Meeting.

11. Receive Audited Financial Statements

The Board will place before the Shareholders at the Meeting the audited consolidated financial statements of the Company for the year ended December 31, 2025, and year ended December 31, 2024, together with the auditor's report thereon, and the unaudited interim condensed consolidated financial statements of the Company for the three months ended March 31, 2026 (collectively, the "**Financial Statements**"). The Financial Statements were sent to all Shareholders with this Circular by Notice and Access Notification. Shareholder approval is not required in relation to the Financial Statements.

The Financial Statements, the auditor's report and management's discussion and analysis for the year ended December 31, 2025, and for the interim period ended March 31, 2026, are available under the Company's profile on SEDAR+ at www.sedarplus.ca.

12. Election of Board of Directors

The Company's articles (the "**Articles**") provide that the Board must have a minimum of one and a maximum of 11 directors. The Board currently consists of seven directors, and the present term of office of each director of the Company will expire upon the election of directors at the Meeting. In accordance with the Company's by-laws, the Board has fixed the number of directors to be elected at the Meeting at seven. Accordingly, at the Meeting, Shareholders will be asked to elect seven directors to the Board for the ensuing year.

The persons named below are the seven nominees proposed by the Board for election as directors of the Company. Each director elected at the Meeting will hold office until the close of the next annual meeting of the Shareholders of the Company or until his or her successor is duly elected or appointed, unless his or her office is earlier vacated in accordance with by-laws of the Company or the provisions of the *Business Corporations Act* (Alberta).

All of the nominees listed below currently serve as directors of the Company, and all of the nominees were recommended for re-election by the Board.

Nominees for Election to the Board

The following table provides information for each person proposed for re-election as a director, including their name, current position, province or state and country of residence, principal occupation, business or employment over the past five years, the date they were first appointed as a director of the Company, and the approximate number of Common Shares beneficially owned, directly or indirectly, or over which they have control of direction, as of June 8, 2026.

Name, Position, Province or State and Country of Residence[(1)]	**Principal Occupation, Business or Employment During Five Preceding Years**[(1)]	**Date Became Director of the Company**	**Number of Common Shares Owned, Controlled or Directed**[(1)]	**Percentage of Common Shares Owned, Controlled or Directed**[(2)]
David Guebert[(3)] *Alberta, Canada* Director	Board Director and Consultant from 2015 to present; Chief Financial Officer of Mind Medicine (Mind Med) Inc. from 2020 to 2022; Director of the Company from July 2024 to present.	July 25, 2024	286,500	0.22%
Nitin Kaushal[(4)] *Ontario, Canada* Director	Director of the Company from August 2022 to present.	August 31, 2022	396,000	0.30%

Graham Rankin *North Ayrshire, United Kingdom* Chairman of the Board, Director, and Co-Chief Executive Officer (UK)	Co-Chief Executive Officer (UK) of the Company from August 22, 2023 to present, Chief Executive Officer of BPO Collections Limited from January 2011 to present; Director of the Company from August 2023 to present.	August 22, 2023	2,500,000	1.92%
Barret Reykdal *Alberta, Canada* Director, and Co-Chief Executive Officer (North America)	Co-Chief Executive Officer (North America) of the Company from April 10, 2025 to present; Co-Chief Executive Officer Financial Services and EP Homes of the Company from August 22, 2023 to April 10, 2025; Chief Executive Officer of the Company from August 2022 up to August 22, 2023; Chief Executive Officer of Everyday People Financial Inc. since August 2018; Director of the Company from August 2022 to present.	August 31, 2022	6,041,500(5)	4.64%
Gordon Reykdal *Alberta, Canada* Director, and Senior Advisor	Senior Advisor of the Company from April 15, 2026 to present. Executive Chairman of the Company from March 31, 2023 to April 15, 2026; Chief Strategy Officer of the Company from November 2022 to March 31, 2023; Director of the Company from August 2022 to present.	March 31, 2023	26,698,746(6)	20.52%
Scott Sinclair(7) *British Columbia, Canada* Director	Director of the Company from August 2022 to present.	August 31, 2022	1,298,500	1.00%
Amy ter Haar(8) *Ontario, Canada* Independent Lead Director	Senior Legal Counsel, Commercial Affairs at Blackberry from April of 2025 to present; Senior Legal Counsel at Global University Systems Canada from March 2022 to March 2025; Lawyer at Templeman LLP from May 2021 to March 2022; Program Lawyer and Legal Curriculum Design of Osgoode Professional Development from June 2017 to May 2021; Self-employed at Amy ter Haar, Barrister Solicitor from May 2005 to present; Director of the Company from August 2022 to present.	August 31, 2022	449,685(9)	0.35%
Total(10)			**37,670,931**	**28.95%**

Notes:

(1) The information as to province or state and country of residence, principal occupation, business or employment, and securities beneficially owned or over which a nominee exercises control or direction, not being within the knowledge of the Company, has been furnished by the respective nominee as of June 8, 2026.

(2) Calculated on an undiluted basis, based on 130,106,636 Common Shares issued and outstanding as of June 8, 2026.

(3) Member and Chair of the Corporate Governance and Nominating Committee, member of the Compensation and Human Resources Committee, and member of the Audit Committee.

(4) Member and Chair of the Audit Committee, and member of the Compensation and Human Resources Committee.

(5) Includes 2,811,500 Common Shares held by Dettifoss Investments Inc., a private company wholly-owned by the spouse of Barret Reykdal. The remaining 3,230,000 Common Shares are held by Barret Reykdal directly.

(6) Includes 26,628,055 Common Shares held by EAM Enterprises Inc., a private company wholly-owned by Gordon Reykdal's spouse, and 70,691 Common Shares are held by Gordon Reykdal directly.

(7) Member of the Corporate Governance and Nominating Committee, and member of the Audit Committee.

(8) Member and Chair of the Compensation and Human Resources Committee and appointed as Independent Lead Director of the Board.

(9) Includes 396,000 Common Shares held by 1000307578 Ontario Inc., a private company wholly-owned by Amy ter Haar. The remaining 53,685 Common Shares are held by Amy ter Haar directly.

(10) Based on the above table, as of June 8, 2026, the director nominees, as a group, beneficially owned, or exercised control or direction over, directly or indirectly, an aggregate of 37,670,931 Common Shares, representing approximately 28.95% of the then issued and outstanding Common Shares of the Company on a non-diluted basis.

Board Biographies

David Guebert, Director

David Guebert is a seasoned financial professional with over 40 years of experience in finance and accounting across both public and private sectors. He has served as Chief Financial Officer of public and private companies in the energy and technology industries. Currently he also serves as director of Legend Power Systems Inc. and on May 1, 2026 he was appointed as a director of Fincard Financial Services Inc. He earned his Bachelor of Commerce degree from the University of Saskatchewan and holds a Chartered Professional Accountant (CA) designation in Alberta and was certified as a Certified Public Accountant (CPA) designation in Pennsylvania. He also has an ICD.D designation from the Institute of Corporate Directors.

Nitin Kaushal, Director

Nitin Kaushal has 30 plus years of financial and investment experience. He has participated in capital market transactions ranging from private placements, IPOs and bought deal underwritings in excess of $2B and has been involved in over 40 M&A, strategic advisory and licensing assignments for a range of companies. Nitin Kaushal, CPA, CA, was a Managing Director, Corporate Finance at PwC Canada. He has also held a number of senior roles with Canadian investment banks as well as various roles within the private equity/venture capital industry. He currently sits on the boards of Viemed Healthcare Inc., and Synergy CHC Corp. He was previously a director of Delta Cleantech Inc. until December of 2022, Physbio Therapeutics Corp. until December of 2022, FSD Pharma Inc. until January of 2024, Flower One Holdings Inc. until March of 2023, Delta 9 Cannabis Inc. until July of 2024, and High Tide Inc. until March of 2026. He holds a Bachelor of Science (Chemistry) degree from the University of Toronto. Nitin Kaushal is a Chartered Professional Accountant.

Graham Rankin, Co-Chief Executive Officer (UK), Chairman of the Board and Director

Graham Rankin is the Chairman of the Board, Co-Chief Executive Officer (UK) and Co-Founder of the Company and the architect of the Company's UK operations. Graham Rankin is also the Chief Executive Officer of BPO, a wholly owned subsidiary of the Company. He has 20 plus years building and scaling debt recovery businesses across the United Kingdom, developing BPO Collections Limited ("**BPO**") from inception into a market-leading RCM operation. Financial Conduct Authority ("FCA") authorized and widely recognized as an industry trailblazer, he brings deep regulatory knowledge and a proven track record of ethical, high-performance collections at scale.

Barret Reykdal, Co-Chief Executive Officer (North America), and Director

Barret Reykdal is the Co-Chief Executive Officer (North America) and Co-Founder of the Company. Barret Reykdal has 20 plus years of experience scaling financial services operations across Canada and the United Kingdom. Prior to co-founding the Company, Barret Reykdal was a Senior Executive Vice President of The Cash Store Financial Services Inc. Barret leads the Company's North American expansion, bringing a builder's discipline to platform development, acquisition integration, and enterprise client growth. His track record spans start-up to scale-up across multiple regulated financial services businesses, with a consistent focus on compliant, technology-enabled operations.

Gordon Reykdal, Director and Senior Advisor

Gordon Reykdal has over 40 plus years' experience in consumer financial services as a director, founder, CEO and chairman of a number of successful companies. Gordon Reykdal is a director and President of EAM, Co-Founder of the Company, Owner and Co-Founder of various other financial enterprises since the mid-1980s, including The Cash Store Financial Services Inc. and RTO Enterprises Inc. (now goeasy Ltd.) in 1990. Gordon Reykdal is also the Honorary Consul for the Republic of Iceland at Edmonton. Gordon Reykdal served as Chief Strategy Officer of the Company from November 2, 2022 to March 31, 2023. Prior to Gordon Reykdal's appointment as Chief Strategy Officer, he was an advisor to the Company under an advisory services agreement. On March 31, 2023, Gordon Reykdal was appointed as Executive Chairman. On April 15, 2026, Mr. Reykdal transitioned from his role as Executive Chairman to serve as a Senior Advisor to the Company, while continuing to serve as a Director of the Company.

Scott Sinclair, Director

Scott Sinclair was formerly a Senior Investment Advisor at Canaccord Genuity with over 25 years of experience in venture financing with high-net-worth individuals, corporations, and institutional clients. He has participated in many initial public offerings, secondary financings, and private placements in diverse industries. Scott Sinclair currently serves as a director for Galaxy Ventures Inc. and on May 1, 2026 he was appointed as a director of Fincard Financial Services Inc. Currently retired, Scott Sinclair holds a BSc Business Administration from the University of Arizona.

Amy ter Haar, Lead Director

Amy Ter Haar is Senior Legal Counsel at Blackberry, where she practices in commercial law, export compliance, and privacy law. Her expertise in executive leadership and entrepreneurship, combined with her contributions to the FinTech and Blockchain industry, have earned her significant recognition, including being honored as one of Canada's Top Women in 2021. She serves on the board of directors at Ocean Falls Blockchain Corp., a Canadian technology company focused on generative AI, sustainable GPU hosting, and AI consulting services. With her exceptional legal acumen and extensive experience, Amy is instrumental in navigating complex legal matters and driving strategic initiatives in the technology sector. Amy holds a Law and Master of Laws degree from Western University.

Cease Trade Orders, Bankruptcies, Penalties or Sanctions

For the purposes of the following disclosure, "**order**" means (a) a cease trade order, (b) an order similar to a cease trade order, or (c) an order that denied the relevant company access to any exemption under securities legislation, any of which was in effect for a period of more than 30 consecutive days.

Other than as disclosed below, none of the nominees for election as a director of the Company:

(a) is, as at the date of this Circular, or has been, within 10 years before the date of this Circular, a director, chief executive officer or chief financial officer of any company (including the Company) that:

   (i) was subject to an order that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or

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

(b) is, as at the date of this Circular, or has been within 10 years before the date of this 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;

(c) has, within the 10 years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director; or

(d) has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority, or been subject to 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.

Notwithstanding the foregoing, no disclosure is required pursuant to paragraph (d) above of a settlement agreement entered into before December 31, 2000 unless the disclosure would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

David Guebert

David Guebert served as a director of Discover Wellness Solutions Inc. ("**Discover**" formerly RMMI Corp.) from 2017 to 2022. On May 6, 2022, the Alberta Securities Commission (the "**ASC**") issued a *Failure-to-File Cease Trade Order ("***FFCTO***") in Multiple Jurisdictions* against Discover due to the company's failure to file annual audited financial statements, annual management's discussion and analysis and certification of the annual filings for the year ended December 31, 2021. Subsequently on June 12, 2023, the ASC issued a *Partial Revocation Order* against the FFCTO against Discover. This FFCTO against Discover has not been fully revoked.

David Guebert served as the Chief Financial Officer of Clarocity Corporation ("**Clarocity**") from 2016 to 2019. On May 6, 2019, the ASC issued a FFCTO in Multiple Jurisdictions against Clarocity for failing to file the required annual audited financial statements, annual management's discussion and analysis and certification of the annual filings for the year ended December 31, 2018. This FFCTO against Clarocity has not been revoked. Subsequently, on June 11, 2019, the Court of Queen's Bench of Alberta appointed a receiver, and on July 19, 2019, the court approved the sale of substantially all assets to settle claims from secured creditors.

Nitin Kaushal

Nitin Kaushal served as a director of 3 Sixty Risk Solutions Ltd. ("**3 Sixty**") from June 2019 to April 2021. On June 9, 2020, 3 Sixty announced that it was not able to file its annual financial statements and accompanying management's discussion and analysis for the financial year ended December 31, 2019, within the period prescribed for such filings. 3 Sixty made an application for a management cease trade order (the "**MCTO**") and, on June 18, 2020, the MCTO was issued by the Ontario Securities Commission and restricted all trading in securities of 3 Sixty by its directors and officers until two business days following the completion of the required filing. On July 15, 2020, the Ontario Securities Commission revoked the MCTO and issued a FFCTO in replacement of it, ordering that all trading in the securities of 3 Sixty would cease, except in accordance with the conditions of the FFCTO, if any, for so long as the FFCTO remains in effect. 3 Sixty was delisted from the Canadian Securities Exchange on July 14, 2021.

Gordon Reykdal

On September 4, 2020, Gordon Reykdal entered into a settlement agreement and undertaking (the "**ASC Settlement Agreement and Undertaking**") with the ASC in connection with his involvement as a director and officer of The Cash Store Financial Services Inc. ("**Cash Store**"), pursuant to which Gordon Reykdal, among other things, that the Cash Store contravened of the *Securities Act* (Alberta) by making statements in its financial disclosure that it knew, or reasonably ought to have known, were misleading or untrue in a material respect, or which failed to state a fact necessary to make a statement not misleading and which would reasonably be expected to have a significant effect on the market price or value of its securities. In his role as CEO of the Cash Store, Gordon Reykdal placed some reliance on professional advice, but accepted responsibility for the contraventions in the ASC Settlement Agreement and Undertaking, to which Gordon Reykdal voluntarily agreed to: (i) pay to the ASC a monetary settlement of $300,000 and an additional $200,000 for costs; (ii) resign all positions he may have as a director or officer of any reporting issuer; (iii) be prohibited from acting as a director or officer, or both, of any reporting issuer for a period of two years from the date of the ASC Settlement Agreement and Undertaking. On September 4, 2022, Gordon Reykdal met all the conditions of the ASC Settlement Agreement and Undertaking, and all sanctions imposed by the ASC were settled and discharged. Subsequently, on November 3, 2022, the TSXV approved the appointment of Gordon Reykdal as Chief Strategy Officer of the Company, following the completion of Gordon Reykdal's two-year prohibition period as per his Settlement Agreement and Undertaking with the ASC.

In the absence of contrary instructions, the persons designated as proxyholders in the accompanying instrument of proxy intend to vote FOR the election of David Guebert, Nitin Kaushal, Graham Rankin, Barret Reykdal, Gordon Reykdal, Scott Sinclair and Amy ter Haar as directors of the Company to hold office until the next annual meeting of shareholders of the Company or until their earlier resignation or such time as their successor is duly elected or appointed. Management does not contemplate that any nominees will be unable to serve as a director of the Company.

Advance Notice Provisions

The Company's advance notice by-law dated August 30, 2022 ("**Advance Notice By-Law**") provides for advance notice requirements for the nomination of persons for election to the Board. The Advance Notice By-Law fixes a deadline by which registered or beneficial owners of the Common Shares must submit director nominations to the Company prior to any annual or special meeting of Shareholders, and sets forth the information to be provided and other procedures to be followed, in respect of such nomination.

Subject only to the *Business Corporations Act* (Alberta), the Articles of the Company, and applicable securities legislation of each relevant province and territory of Canada, as amended from time to time, including the written rules, regulations and forms made or promulgated under any applicable statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commissions and similar regulatory authorities of each province and territory of Canada (collectively, "**Applicable Securities Laws**"), only persons who are nominated in accordance with the procedures as defined in the Advance Notice By-Law will be eligible for election as directors of the Company at any meeting of the Shareholders at which directors are to be elected. In addition to any other applicable requirements, for a nomination made by a nominating Shareholder to be valid and accepted, such nominating Shareholder must have given timely notice thereof in proper written form to the Corporate Secretary of the Company at the head office of the Company located at Suite 450, 11150 Jasper Avenue, Edmonton, Alberta, T5K 0C7, in accordance with the Company's Advance Notice By-Law.

To be timely, a nominating Shareholder's notice to the Corporate Secretary of the Company must be given: (a) in the case of an annual meeting (including an annual and special meeting) of Shareholders, not less than 30, nor more than 65, days prior to the date of the annual meeting of Shareholders; provided, however, that if the annual meeting of Shareholders is to be held on a date that is less than 50 days after the date (the "**Notice Date**") on which the first public announcement of the date of the annual meeting was made, notice by the nominating shareholder must be given not later than the close of business on the 10th day following the Notice Date.

A copy of the Advance Notice By-Law is available on the Company's profile on SEDAR+ at www.sedarplus.ca and on the Company's website at https://everydaypeoplefinancial.com/governance/.

13. Re-Appointment and Remuneration of Auditor

At the Meeting, the Shareholders will be asked to approve the re-appointment of MNP LLP ("**MNP**"), Chartered Professional Accountants, located at 602, 1122 International Blvd, Burlington, Ontario, L7L 6Z8, to serve as auditor of the Company until the next annual meeting of Shareholders or until a successor is otherwise appointed. Shareholders will also be asked to authorize the Board to fix the remuneration of the auditor.

MNP was first appointed as auditor of the Company effective November 6, 2024.

The persons named in the form of proxy accompanying this Circular intend to vote FOR the re-appointment of MNP as the auditor of the Company until the close of the next annual meeting of the Shareholders of the Company or until its successor is appointed, and the authorization of the directors of the Company to fix the remuneration of MNP, unless the Shareholder who has given such proxy has directed that the Common Shares represented by such proxy be withheld from voting in respect of the re-appointment of the auditor of the Company.

14. Approval of Omnibus Share Incentive Plan

At the Meeting, disinterested Shareholders will be asked to consider and, if deemed advisable, to pass, with or without variation, an ordinary resolution confirming and approving the omnibus share incentive plan of the Company (the "Share Incentive Plan"). A copy of the full text of the Share Incentive Plan is attached as Schedule "A" to this Circular.

On August 31, 2022, the Board approved and adopted the Share Incentive Plan in connection with the completion of the Qualifying Transaction to replace the Company's previous stock option plan. The Share Incentive Plan was last annually approved by disinterested Shareholders of the Company on September 29, 2025. The Share Incentive Plan provides for the grant of options ("**Options**"), restricted share units ("**RSUs**"), performance share units ("**PSUs**" and together with the RSUs, "**Share Units**") and deferred share units ("**DSUs**" and together with the Options and Share Units, "**Awards**").

The Share Incentive Plan includes a "rolling" stock option plan component that sets the maximum number of Common Shares reserved for issuance, in the aggregate, pursuant to the exercise of Options granted thereunder, together with the number of Common Shares reserved for issuance pursuant to the settlement of Share Units and DSUs granted under the Share Incentive Plan and the number of Common Shares reserved for issuance pursuant to any other security based compensation arrangement of the Company, at 10% of the number of Common Shares issued and outstanding on a non-diluted basis from time to time. The Share Incentive Plan sets the maximum number of Common Shares reserved for issuance, in the aggregate, pursuant to the settlement of Share Units and DSUs granted under the Share Incentive Plan at 5,000,000 Common Shares. As of the date of this Circular, there are 1,754,000 Share Units outstanding, and 110,000 Options outstanding under the Share Incentive Plan, representing in the aggregate 1.43% of the issued and outstanding Common Shares, leaving approximately 7,900,664 Common Shares currently available to be reserved for issuance pursuant to new grants of Options under the Share Incentive Plan and 3,246,000 Common Shares available to be reserved for issuance pursuant to new grants of Share Units under the Share Incentive Plan.

Pursuant to the policies of the TSXV, the Share Incentive Plan must be reapproved by the disinterested Shareholders of the Company at each annual meeting. Accordingly, at the Meeting, the disinterested Shareholders of the Company will be asked to pass an ordinary resolution to confirm and approve the Share Incentive Plan. For this purpose, disinterested Shareholders will include all Shareholders of the Company other than insiders of the Company to whom Awards may be granted under the Share Incentive Plan and each of their respective associates and affiliates. The Share Incentive Plan is subject to acceptance of the TSXV.

TSXV Conditional Approval

The TSXV's conditional acceptance of the Share Incentive Plan has not been obtained in advance of the print date of this Circular and remains subject to TSXV acceptance. Accordingly, the proposed Share Incentive Plan described herein is subject to TSXV acceptance. If the TSXV finds the disclosure to Shareholders in this Circular to be inadequate, Shareholder approval of the Share Incentive Plan may not be accepted by the TSXV.

Summary of the Omnibus Share Incentive Plan

The following is a summary of the key provisions of the Share Incentive Plan. The following summary is qualified in all respects by the full text of the Share Incentive Plan. All terms used but not defined in this section have the meaning ascribed thereto in the Share Incentive Plan.

Purpose

The purpose of the Share Incentive Plan is:

(a) to increase the interest in the Company's welfare of those employees, officers, directors, and Consultants (who are considered "**Eligible Participants**" under the Share Incentive Plan) who share responsibility for the management, growth and protection of the business of the Company or a Subsidiary;

(b) to provide an incentive to such Eligible Participants to continue their services for the Company or a Subsidiary and to encourage such Eligible Participants whose skills, performance and loyalty to the objectives and interests of the Company or a Subsidiary are necessary or essential to its success, image, reputation or activities;

(c) to reward Eligible Participants for their performance of services while working for the Company or a Subsidiary; and

(d) to provide a means through which the Company or a Subsidiary may attract and retain able Persons to enter its employment or service.

Plan Administration

The Share Incentive Plan shall be administered and interpreted by the Board or, if the Board by resolution so decides, by a committee appointed by the Board. Subject to the terms of the Share Incentive Plan, applicable law and the rules of the TSXV, the Board (or its delegate) will have the power and authority to:

(a) designate the Eligible Participants who will receive Awards (an Eligible Participant who receives an Award, a "**Participant**" for the purposes of this summary);

(b) designate the types and amount of Awards to be granted to each Participant;

(c) determine the terms and conditions of any Award, including any vesting conditions or conditions based on performance of the Company or of an individual (for purposes of this summary, the "**Performance Criteria**");

(d) interpret and administer the Share Incentive Plan and any instrument or agreement relating to it, or any Award made under it; and

(e) make such amendments to the Share Incentive Plan and Awards as are permitted by the Share Incentive Plan and the policies of the TSXV.

<u>Shares Available for Awards</u>

Subject to adjustment as provided for under the Share Incentive Plan, and as may be approved by the TSXV and the Shareholders of the Company from time to time, the maximum number of Common Shares reserved for issuance, in the aggregate, pursuant to the exercise of Options granted under the Share Incentive Plan shall be equal to 10% of the issued and outstanding Common Shares on a non-diluted basis from time to time, less the number of Common Shares reserved for issuance pursuant to the settlement of Share Units and DSUs granted under the Share Incentive Plan and the number of Common Shares reserved for issuance pursuant to any other Share Compensation Arrangement of the Company, if any. The maximum number of Common Shares reserved for issuance, in the aggregate, pursuant to the settlement of Share Units and DSUs granted under the Share Incentive Plan shall not exceed 5,000,000 Common Shares.

The Share Incentive Plan sets out the calculation of the number of Common Shares reserved for issuance based on whether the Common Shares are reserved for issuance pursuant to the grant of an Option, Share Unit or DSU.

If an outstanding Award (or portion thereof) expires or is forfeited, surrendered, cancelled or otherwise terminated for any reason without having been exercised, or is settled in cash, then in each such case the Common Shares reserved for issuance in respect of such Award (or portion thereof) will again be available for issuance under the Share Incentive Plan.

<u>Participation Limits</u>

The Share Incentive Plan provides the following limitations on grants:

(a) In no event shall the Share Incentive Plan, together with all other previously established and outstanding Share Compensation Arrangements of the Company, permit at any time:

    (i) the aggregate number of Common Shares reserved for issuance under Awards granted to Insiders (as a group) at any point in time exceeding 10% of the issued and outstanding Common Shares on a non-diluted basis; or

    (ii) the grant to Insiders (as a group), within any 12 month period, of an aggregate number of Awards exceeding 10% of the issued and outstanding Common Shares on a non-diluted basis, calculated at the date an Award is granted to any Insider,

    unless the Company has obtained the requisite disinterested Shareholder approval.

(b) The aggregate number of Awards granted to any one Person (and companies wholly-owned by that Person) in any 12 month period shall not exceed 5% of the issued and outstanding Common Shares on a non-diluted basis, calculated on the date an Award is granted to the Person, unless the Company has obtained the requisite disinterested Shareholder approval.

(c) The aggregate number of Awards granted to any one Consultant in any 12 month period shall not exceed 2% of the issued and outstanding Common Shares on a non-diluted basis, calculated at the date an Award is granted to the Consultant.

(d) The aggregate number of Options granted to all Persons retained to provide Investor Relations Activities shall not exceed 2% of the issued and outstanding Common Shares on a non-diluted basis in any 12 month period, calculated at the date an Option is granted to any such Person.

Eligible Participants

In respect of a grant of Options, an Eligible Participant is any director, executive officer, employee or Consultant of the Company or any of its Subsidiaries. In respect of a grant of Share Units, an Eligible Participant is any director, executive officer, employee or Consultant of the Company or any of its Subsidiaries other than Persons retained to provide Investor Relations Activities. In respect of a grant of DSUs, an Eligible Participant is any Non-Employee Director of the Company other than Persons retained to provide Investor Relations Activities. No other form of Award other than Options may be granted to any Person retained to provide Investor Relations Activities

Description of Awards

Options

An Option is an option granted by the Company to a Participant entitling such Participant to acquire a designated number of Common Shares from treasury at a specified exercise price (for purposes of this summary, the "**Option Price**"). Options are exercisable over a period established by the Board from time to time and reflected in the Participant's Option Agreement, which period shall not exceed 10 years from the date of grant. Notwithstanding the expiration provisions set forth in the Share Incentive Plan, if the date on which an Option expires falls within a Blackout Period, the expiration date of the Option will be the date that is 10 Business Days after the Blackout Period Expiry Date. The Option Price in respect of any Option shall be determined by the Board when such Option is granted, but shall not be set at less than the Market Value of a Share as of the date of the grant, less any discount permitted by the TSXV.

The grant of an Option by the Board shall be evidenced by an Option Agreement. At the time of grant of an Option, the Board may establish vesting conditions in respect of each Option grant, which may include Performance Criteria. Notwithstanding the foregoing, Options granted to Persons retained to provide Investor Relations Activities must vest in stages over a period of not less than 12 months with no more than one-quarter of the Options vesting in any three month period. No acceleration of the vesting provisions of Options granted to Persons retained to provide Investor Relations Activities is allowed without the prior acceptance of the TSXV.

Share Units

A Share Unit is an Award that is a bonus for services rendered in the year of grant that, upon settlement, entitles the recipient Participant to receive a cash payment equal to the Market Value of a Share or, at the sole discretion of the Board, a Common Share. The right of a holder to have their Share Units redeemed is subject to such restrictions and conditions on vesting as the Board may determine at the time of grant. Restrictions and conditions on vesting may, without limitation, be based on the passage of time during continued employment or other service relationship (commonly referred to as an RSU), the achievement of specified Performance Criteria (commonly referred to as a PSU) or both. The grant of a Share Unit by the Board shall be evidenced by a Share Unit Agreement.

The Board shall have sole discretion to determine if any vesting conditions with respect to a Share Unit, including any Performance Criteria, or other vesting conditions with respect to a Share Unit, as contained in the Share Unit Agreement, have been met and shall communicate to a Participant as soon as reasonably practicable the date on which all such applicable vesting conditions or Performance Criteria have been satisfied and the Share Units have vested.

Subject to the vesting and other conditions and provisions in the Share Incentive Plan and in the applicable Share Unit Agreement, each Share Unit awarded to a Participant shall entitle the Participant to receive, on settlement, a cash payment equal to the Market Value of a Share, or, at the discretion of the Board, one Common Share or any combination of cash and Common Shares as the Board in its sole discretion may determine, in each case less any applicable withholding taxes. The Company (or the applicable Subsidiary) may, in its sole discretion, elect to settle all or any portion of the cash payment obligation by the delivery of Common Shares issued from treasury or acquired by a Designated Broker in the open market for the benefit of the Participant. Subject to the terms and conditions in the Share Incentive Plan, vested Share Units shall be redeemed by the Company (or the applicable Subsidiary) as described above on the 15th day following the vesting date. Notwithstanding the foregoing, no payment, whether in cash or in Common Shares, shall be made in respect of the settlement of any Share Units later than December 15th of the third calendar year following the end of the calendar year in respect of which such Share Unit is granted.

Dividend Equivalents may, as determined by the Board in its sole discretion, be awarded as a bonus for services rendered in the year in respect of unvested Share Units in a Participant's account on the same basis as cash dividends declared and paid on Common Shares as if the Participant was a holder of record of Common Shares on the relevant record date. In the event that the Participant's applicable Share Units do not vest, all Dividend Equivalents, if any, associated with such Share Units will be forfeited by the Participant.

Deferred Share Units

A DSU is an Award for services rendered (or for future services to be rendered) that, upon settlement, entitles the recipient Participant to receive cash or acquire Common Shares, as determined by the Company in its sole discretion. The grant of a DSU by the Board shall be evidenced by a DSU Agreement.

A Participant is only entitled to redemption of a DSU when the Participant ceases to be a director of the Company for any reason, including termination, retirement or death.

Subject to the vesting and other conditions and provisions in the Share Incentive Plan and in any DSU Agreement, each DSU awarded to a Participant shall entitle the Participant to receive, on settlement, a cash payment equal to the Market Value of a Share, or, at the discretion of the Board, one Common Share or any combination of cash and Common Shares as the Company in its sole discretion may determine. DSUs shall be redeemed and settled by the Company as soon as reasonably practicable following the Participant's Termination Date, but in any event not later than, and any payment (either in cash or in Common Shares) in respect of the settlement of such DSUs shall be made no later than, December 15th of the first calendar year commencing immediately after the Termination Date. The Company will have, at its sole discretion, the ability to elect to settle all or any portion of the cash payment obligation by the delivery of Common Shares issued from treasury or acquired by a Designated Broker in the open market for the benefit of the Participant.

Dividend Equivalents may, as determined by the Board in its sole discretion, be awarded in respect of DSUs in a Participant's account on the same basis as cash dividends declared and paid on Common Shares as if the Participant was a holder of record of Common Shares on the relevant record date. In the event that the Participant's applicable DSUs do not vest, all Dividend Equivalents, if any, associated with such DSUs will be forfeited by the Participant.

Effect of Termination on Awards

Except as otherwise provided in any Employment Agreement or Consulting Agreement or in any Award Agreement, Awards are subject to the following conditions.

Resignation

Upon a Participant ceasing to be an Eligible Participant as a result of his or her resignation from the Company or a Subsidiary (other than by reason of retirement or permanent disability):

(a) each unvested Option granted to such Participant shall terminate and become void immediately upon such resignation;

(b) each vested Option held by such Participant shall cease to be exercisable on the earlier of (i) 90 days after the Participant's Termination Date (or such later date as the Board may, in its sole discretion, determine) and (ii) the expiry date of such Option as set forth in the applicable Option Agreement, after which such vested Option will expire; and

(c) the Participant's participation in the Share Incentive Plan shall be terminated immediately, and all Share Units credited to such Participant's Account that have not vested shall be forfeited and cancelled, and the Participant's rights that relate to such Participant's unvested Share Units shall be forfeited and cancelled on the Termination Date.

Termination for Cause

Upon a Participant ceasing to be an Eligible Participant for Cause (as determined by the Company, which determination shall be binding on the Participant for purposes of the Share Incentive Plan):

(a) any vested or unvested Option granted to such Participant shall terminate automatically and become void immediately; and

(b) the Participant's participation in the Share Incentive Plan shall be terminated immediately, and all Share Units credited to such Participant's Account that have not vested shall be forfeited and cancelled, and the Participant's rights that relate to such Participant's unvested Share Units shall be forfeited and cancelled on the Termination Date.

Termination not for Cause

Upon a Participant ceasing to be an Eligible Participant as a result of his or her employment or service relationship with the Company or a Subsidiary being terminated without Cause:

(a) each unvested Option granted to such Participant shall terminate and become void immediately upon such termination;

(b) each vested Option held by such Participant shall cease to be exercisable on the earlier of (i) 90 days after the Participant's Termination Date (or such later date as the Board may, in its sole discretion, determine) and (ii) the expiry date of such Option as set forth in the applicable Option Agreement, after which such vested Option will expire; and

(c) all unvested Share Units in the Participant's Account as of such date relating to a Restriction Period in progress shall be forfeited and cancelled (unless the Board, in its sole discretion, instead accelerates the vesting or waives vesting conditions with respect to all or some portion of such unvested Share Units, in which event the date of such action shall be the vesting date of such Share Units).

Termination Due to Retirement or Permanent Disability

Upon a Participant ceasing to be an Eligible Participant by reason of retirement or permanent disability:

(a) each unvested Option granted to such Participant shall terminate and become void immediately;

(b) each vested Option held by such Participant shall cease to be exercisable on the earlier of (i) 90 days from the date of retirement or the date on which the Participant ceases his or her employment or service relationship with the Company or any Subsidiary by reason of permanent disability (or such later date as the Board may, in its sole discretion, determine) and (ii) the expiry date of such Option as set forth in the applicable Option Agreement, after which such vested Option will expire; and

(c) all unvested Share Units in the Participant's Account as of such date relating to a Restriction Period in progress shall be forfeited and cancelled (unless the Board, in its sole discretion, instead accelerates the vesting or waives vesting conditions with respect to all or some portion of such unvested Share Units, in which event the date of such action shall be the vesting date of such Share Units).

Termination Due to Death

Upon a Participant ceasing to be an Eligible Participant by reason of death:

(a) each unvested Option granted to such Participant shall terminate and become void immediately;

(b) each vested Option held by such Participant at the time of death may be exercised by the legal representative of the Participant, provided that any such vested Option shall cease to be exercisable on the earlier of (i) the date that is 12 months after the Participant's death and (ii) the expiry date of such Option as set forth in the applicable Option Agreement, after which such vested Option will expire; and

(c) all unvested Share Units in the Participant's Account as of such date relating to a Restriction Period in progress shall be forfeited and cancelled (unless the Board, in its sole discretion, instead accelerates the vesting or waives vesting conditions with respect to all or some portion of such unvested Share Units, in which event the date of such action shall be the vesting date of such Share Units).

Termination Due to Leave of Absence

Upon a Participant electing a voluntary leave of absence of more than 12 months, including maternity and paternity leaves:

(a) the Board may determine, in its sole discretion, but subject to applicable laws, that such Participant's participation in the Share Incentive Plan shall be terminated, provided that all vested Options shall remain outstanding and in effect until the applicable exercise date (or an earlier date determined by the Board in its sole discretion); and

(b) all unvested Share Units in the Participant's Account as of such date relating to a Restriction Period in progress shall be forfeited and cancelled (unless the Board, in its sole discretion, instead accelerates the vesting or waives vesting conditions with respect to all or some portion of such unvested Share Units, in which event the date of such action shall be the vesting date of such Share Units).

Termination in Connection with a Change of Control

If the Company completes a transaction constituting a Change of Control and within 12 months following the Change of Control, a Participant who was also an officer or employee of, or a Consultant to, the Company prior to the Change of Control has their Employment Agreement or Consulting Agreement terminated, then:

(a) all unvested Options granted to such Participant shall immediately vest and become exercisable, and remain open for exercise until the earlier of (i) their expiry date as set out in the applicable Option Agreement and (ii) the date that is 90 days after such termination or dismissal; and

(b) all unvested Share Units shall become vested, and the date of such Participant's Termination Date shall be deemed to be the vesting date.

Change of Control

In the event of a potential Change of Control, the Board will have the power, in its sole discretion, to accelerate the vesting of Options to assist the Participants to tender into a take-over bid or participate in any other transaction leading to a Change of Control. For greater certainty, in the event of a take-over bid or any other transaction leading to a Change of Control, the Resulting Issuer Board shall have the power, in its sole discretion, to:

(a) provide that any or all Options shall thereupon terminate, provided that any such outstanding Options that have vested shall remain exercisable until the consummation of such Change of Control; and

(b) permit Participants to conditionally exercise their vested Options immediately prior to the consummation of the take-over bid and the Common Shares issuable under such Options to be tendered to such bid, such conditional exercise to be conditional upon the take-up by such offeror of the Common Shares or other securities tendered to such take-over bid in accordance with the terms of such take-over bid (or the effectiveness of such other transaction leading to a Change of Control).

In the event of a Change of Control, the Board may also exercise its discretion to accelerate the vesting of, or waive the Performance Criteria or other vesting conditions applicable to, outstanding Share Units, and the date of such action shall be the vesting date of such Share Units.

Assignment

Except as set forth in the Share Incentive Plan, each Award granted under the Share Incentive Plan is personal to the Participant and shall not be assignable or transferable by the Participant, whether voluntarily or by operation of law, except by will or by the laws of descent and distribution.

Amendment or Discontinuance

The Board may amend the Share Incentive Plan or any Award at any time without the consent of the Participants, provided that such amendment shall not adversely alter or impair the rights of any Participant without the consent of such Participant (except as permitted by the provisions of the Share Incentive Plan), is in compliance with applicable law, and subject to any regulatory approvals including, where required, the approval of the TSXV (or any other stock exchange on which the Common Shares are listed) and is subject to Shareholder approval to the extent such approval is required by applicable law or the requirements of the TSXV (or any other stock exchange on which the Common Shares are listed), provided that the Board may, from time to time, in its absolute discretion and without approval of the Shareholders of the Company, make the following amendments:

(a) other than amendments to the exercise price and the expiry date of any Award as described below, any amendment, with the consent of the Participant, to the terms of an Award previously granted to such Participant under the Share Incentive Plan;

(b) any amendment necessary to comply with applicable law (including taxation laws) or the requirements of the TSXV (or any other stock exchange on which the Common Shares are listed) or any other regulatory body to which the Company is subject;

(c) any amendment of a "housekeeping" nature, including, without limitation, amending the wording of any provision of the Share Incentive Plan for the purpose of clarifying the meaning of existing provisions or to correct or supplement any provision of the Share Incentive Plan that is inconsistent with any other provision of the Share Incentive Plan, correcting grammatical or typographical errors and amending the definitions contained within the Share Incentive Plan; or

(d) any amendment regarding the administration or implementation of the Share Incentive Plan.

Notwithstanding the foregoing, the Board shall be required to obtain Shareholder approval, including, if required by the applicable stock exchange, disinterested Shareholder approval, to make the following amendments:

(a) any amendment to the maximum percentage or number of Common Shares that may be reserved for issuance pursuant to the exercise or settlement of Awards granted under the Share Incentive Plan, including an increase to the fixed maximum percentage of Common Shares or a change from a fixed maximum percentage of Common Shares to a fixed maximum number of Common Shares or vice versa, except in the event of a permitted adjustment arising from a reorganization of the Company's share capital or certain other transactions;

(b) any amendment which reduces the exercise price of any Award, as applicable, after such Award has been granted or any cancellation of an Award and the replacement of such Award with an Award with a lower exercise price or other entitlements, except in the event of a permitted adjustment arising from a reorganization of the Company's share capital or certain other transactions; provided, however, that, for greater certainty, disinterested Shareholder approval will be required for any amendment which reduces the exercise price of any Option if the Participant is an Insider of the Company at the time of the proposed amendment;

(c) any amendment which extends the expiry date of any Award or the Restriction Period of any Share Unit beyond the original expiry date or Restriction Period, except in the event of an extension due to a Blackout Period; provided, however, that, for greater certainty, disinterested shareholder approval will be required for any amendment which extends the expiry date of any Option beyond the original expiry date if the Participant is an Insider of the Company at the time of the proposed amendment;

(d) any amendment which would permit Awards granted under the Share Incentive Plan to be transferable or assignable other than for normal estate settlement purposes;

(e) any amendment to the definition of an Eligible Participant under the Share Incentive Plan;

(f) any amendment to the participation limits set out in the Share Incentive Plan; or

(g) any amendment to the amendment provisions of the Share Incentive Plan.

The Board may, subject to regulatory approval, discontinue the Share Incentive Plan at any time without the consent of the Participants, provided that such discontinuance does not materially and adversely affect any Awards previously granted to a Participant under the Share Incentive Plan.

Disinterested Shareholder Approval of the Share Incentive Plan

At the Meeting, the disinterested Shareholders of the Company will be asked to consider, and, if deemed advisable, to pass, with or without variation, an ordinary resolution (the "**Share Incentive Plan Resolution**") confirming and approving the Share Incentive Plan. The full text of the Share Incentive Plan Resolution to be considered at the Meeting is set out below:

"**BE IT RESOLVED AS AN ORDINARY RESOLUTION THAT:**

1. the omnibus share incentive plan (the "**Share Incentive Plan**") of Everyday People Financial Corp. (the "**Company**") attached as Schedule A to the management information circular of the Company dated June 23, 2026, be, and the same hereby is, confirmed and approved as the Share Incentive Plan of the Company;

2. the directors of the Company be, and they hereby are, authorized and empowered to make such amendments to the Share Incentive Plan as the directors shall consider necessary or desirable in order to satisfy the requirements or requests of any regulatory authority or stock exchange, including, without limitation, the TSX Venture Exchange, without further notice to, or approval of, the shareholders of the Company;

3. any one officer or any one director of the Company be, and each of them hereby is, authorized and empowered, acting for, in the name of and on behalf of the Company, to execute or to cause to be executed, under the seal of the Company or otherwise, and to deliver or to cause to be delivered, all such agreements, instruments, certificates, undertakings and other documents, and to do or to cause to be done all such other acts and things, as any one of them shall consider necessary or desirable to give effect to the intent of this resolution."

In order to be passed, the Share Incentive Plan Resolution requires the approval of a majority of the votes cast thereon by disinterested Shareholders present in person or represented by proxy at the Meeting, excluding the votes attaching to Common Shares beneficially owned by insiders of the Company to whom Awards may be granted under the Share Incentive Plan and each of their respective associates and affiliates. In determining whether such approval has been obtained, the votes attaching to the Common Shares collectively held, directly or indirectly, by the insiders of the Company to whom Awards may be granted under the Share Incentive Plan, and each of their respective associates and affiliates, will be excluded. The Board unanimously recommends that Shareholders vote in favour of the Share Incentive Plan Resolution.

Only disinterested Shareholders are entitled to vote on the Share Incentive Plan Resolution. Unless otherwise directed, the persons named in the form of proxy accompanying this Circular intend to vote FOR the Share Incentive Plan Resolution.

15. Approval of Divestiture of Non-Core Financial Services Subsidiaries

Overview of the Sale Transaction

During the Meeting, the Company's Disinterested Shareholders will be invited to consider and, if deemed advisable, to approve a resolution, the text of which is set out below, approving the sale of the Company's non-core Financial Services subsidiaries to a non-arm's length party to the Company.

On March 11, 2026, the Company entered into a share purchase agreement with Fincard Financial Services Inc. (the "**Purchaser**") which was approved by the independent directors of the Company in accordance with the Company's related party transaction approval process, a copy of which is attached hereto as Schedule C. The Company is seeking approval of disinterested Shareholders for the proposed sale transaction (the "**Transaction**") pursuant to which the Company, through its wholly-owned subsidiary, will divest all of the issued and outstanding shares of its non-core financial services subsidiaries (collectively, the "**Divested Subsidiaries**") to the Purchaser, for aggregate cash consideration of approximately $850,000, subject to customary post-closing adjustments. The Purchaser is a private company wholly owned by EAM Enterprises Inc., which is controlled by a person related to Gordon Reykdal, Senior Advisor and a director of the Company.

The purchase price of $850,000 was established at the time of execution of the share purchase agreement on March 11, 2026 with reference to the current net book value of the Divested Subsidiaries at that time (approximately $850,000 inclusive of intangible assets). Subsequent to execution, the Company recognized impairment charges relating to the Health Spending Account ("**HSA**") technology platform, reducing carrying value to $320,112 (inclusive of remaining intangibles) and $(178,780) on a net tangible asset basis as at March 31, 2026. Accordingly, the purchase price reflects pre-impairment values.

The Divested Subsidiaries are:

- Everyday People Homes Inc.
- EP Homes II Inc.
- EP Travel Card Inc.
- Everyday People Care Inc.
- Everyday People Climb Credit Inc.
- Everyday People Supply Chain Solutions Inc.

The Transaction is intended to simplify the Company's corporate structure, eliminate ongoing losses associated with the Divested Subsidiaries, and enable management to focus on the Company's core revenue generating RCM business segment. Prior to the Transaction, these segments created complexity for lenders, requiring underwriting of mixed business models. Their removal is expected to improve access to financing by presenting a simplified, predictable RCM pure-play business profile.

The AnyDay/Everyday tips program operated through XTM Inc. is not part of the Transaction. XTM is subject to CCAA proceedings and the Company continues as Assistant to the Monitor.

When considering voting on this Transaction Disinterested Shareholders are encouraged to review the Company's internal valuation analysis report (the "Analysis Report") attached as Schedule D to this Circular, together with the Company's audited consolidated financial statements for the year ended December 31, 2025 and most recently filed unaudited condensed consolidated interim financial statements for the period ended March 31, 2026, in their entirety, which have previously been sent with this Circular to the Shareholders and are also available under the Company's SEDAR+ profile at www.sedarplus.ca**.**

Regulatory Matters, Disinterested Shareholder Approval and Evidence of Value

The Transaction constitutes a "related party transaction" within the meaning of Multilateral Instrument 61-101 - *Protection of Minority Security Holders in Special Transactions* ("**MI 61-101**") and a "Non-Arm's Length Transaction" under the policies of the TSX Venture Exchange (the "**TSXV**").

In accordance with MI 61-101, the Company is relying on the exemption from formal valuation requirement under Section 5.5(a)(i) on the basis that the fair market value of the Transaction nor the consideration to be received by the Company exceeds 25% of the Company's market capitalization. The total consideration of $850,000 represents approximately 1.3% of the Company's market capitalization of approximately $67.5 million, calculated in accordance with MI 61-101. As a result, no formal valuation has been prepared in connection with the Transaction.

The Company determined that the net tangible asset methodology prescribed under Section 2.1(d) of TSXV Policy 5.4 is the most appropriate valuation method. The Divested Subsidiaries are loss generating and lack reliable positive cash flow projections, making an income-based approach unsuitable. Comparable market transactions are not readily identifiable for these early stage Divested Subsidiaries.

The Transaction is also a non-arm's-length disposition under TSXV Policy 5.3 – *Acquisitions and Dispositions of Non-Cash Assets* ("**Policy 5.3**"). In lieu of a formal valuation, the Company has prepared the Analysis Report attached as Schedule D hereto, which applies the net tangible asset methodology contemplated under Section 2.1(d) of TSXV Policy 5.4 for purposes of satisfying the "evidence of value" requirement under Section 7.1 thereof.

The Company determined not to obtain a formal independent valuation due to the additional cost and time involved, which were not considered justified in the circumstances, particularly given (i) the size of the Transaction relative to the Company overall, (ii) the negative net tangible asset position of the Divested Subsidiaries, (iii) the availability of detailed financial disclosure, and (iv) the preparation of the Analysis Report and approval of the Transaction by independent directors of the Board.

To the knowledge of the Company, no prior valuation or offer in respect of the Divested Subsidiaries has been made in the 24 months preceding the date of this Circular.

Company's Analysis of the Divested Subsidiaries

The Analysis Report has been prepared to support the evidence of value requirement under Section 7.1 of TSXV Exchange Policy 5.4, read in conjunction with Section 2.1(d) (Net Tangible Asset methodology). Shareholders are encouraged to review the attached Analysis Report in its entirety when considering their vote on this Transaction.

The Company assessed the relative significance of the Divested Subsidiaries compared to the Company's core RCM business, based on the Company's audited consolidated financial statements for the year ended December 31, 2025 and unaudited condensed consolidated interim financial statements for the period ended March 31, 2026.

- **Revenue:** the Divested Subsidiaries generated combined revenue of approximately $6.5 million for the year ended December 31, 2025, representing approximately 8.5% of total consolidated revenue of $76.2 million. The retained RCM business segment alone generated revenue of approximately $69.7 million, representing 91.5% of total consolidated revenue for the year ended December 31, 2025. Of this amount, $0.5 million relates to the Financial Services business segment and $6.0 million to the EP Homes business segment, which was primarily derived from a program wound down in 2025.
- **Net Loss before Tax:** the Divested Subsidiaries recorded a net loss before tax for the year ended December 31, 2025 of approximately $3.9 million (comprising a net loss of approximately $3.7 million in the Financial Services segment and $0.2 million in the EP Homes segment), compared to a net profit before tax of approximately $2.8 million for the RCM business segment.
- **Net Assets:** the Divested Subsidiaries had negative net tangible assets of approximately $(178,780) as at March 31, 2026 (the valuation date used in the Analysis Report). Including intangible assets, the combined net book value of the Divested Subsidiaries was approximately $320,112 as at March 31, 2026. The Divested Subsidiaries had combined total assets (excluding intangibles) of approximately $193,097, representing approximately 1.3% of the Company's consolidated total assets of $60.5 million as at December 31, 2025. The retained core RCM business segment had total net assets of approximately $59.7 million, representing 98.6% of consolidated total assets.

On both a revenue and asset basis, the Divested Subsidiaries represent approximately 8.5% and 1.3% of the Company's consolidated operations, respectively, based on the Company's audited consolidated financial statements for the year ended December 31, 2025. The retained core RCM business segment represents 91.5% of consolidated revenue and 98.6% of consolidated total assets. The retained core RCM business segment represents the substantial majority of the Company's operations. On a consolidated revenue and asset basis, accordingly, the Transaction does not constitute a sale of more than 50% of the Company's overall operating business.

Based on the foregoing, management has determined that the Divested Subsidiaries represent a minor and non-core component of the Company's overall business and value. As further described in the Analysis Report, the cash consideration of $850,000 was initially determined by reference to the approximate net book value of the Divested Subsidiaries at the time the Share Purchase Agreement was executed on March 11, 2026 (at which time the combined net book value, inclusive of intangible assets, was approximately $850,000). Subsequent to execution of the Share Purchase Agreement, the Company recognized impairment charges on certain intangible assets, specifically the HSA technology platform, upon completion of its audited annual financial statements for the year ended December 31, 2025. These impairments reduced the carrying value of the Divested Subsidiaries from approximately $850,000 to a net book value of $320,112 (inclusive of remaining intangibles) and to $(178,780) on a net tangible asset basis as at March 31, 2026. Accordingly, the purchase price of $850,000 was set prior to, and is not reflective of, the post-agreement impairment charges.

Net Asset and Consideration Analysis

As described in greater detail in the Analysis Report attached as Schedule D, the Company conducted an internal assessment of the assets and liabilities of the Divested Subsidiaries as at March 31, 2026 (the "**Valuation Date**"), being the most recent practicable date prior to closing. The Divested Subsidiaries are early-stage, loss-generating businesses that have historically required continued financial support from the Company and have been funded through intercompany advances made by the Company in the ordinary course to support the Divested Subsidiaries operating activities. The Analysis Report applies the net tangible asset methodology prescribed under Section 2.1(d) of TSXV Exchange Policy 5.4, under which intangible assets are excluded from the net asset calculation. As at the Valuation Date, the Divested Subsidiaries had combined third-party assets (excluding intangibles) of $193,097 and combined third-party liabilities of $371,877, resulting in combined negative net tangible assets of approximately $(178,780). The intangible assets of the Divested Subsidiaries, comprising capitalized development costs relating to the HSA technology platform ($244,976 in Everyday People Care Inc.) and the EP Homes trade name ($253,916 in Everyday People Homes Inc.), are excluded from the net tangible asset analysis in accordance with the Section 2.1(d) methodology. Including these intangible assets for reference, the combined net book value of the Divested Subsidiaries was $320,112 as at the Valuation Date.

In light of this financial position, the cash consideration of $850,000 represents a material premium to the Divested Subsidiaries' net tangible asset value, and also materially exceeds the combined net book value including intangible assets of $320,112. The purchase price therefore satisfies the evidence of value requirement under Section 7.1 of TSXV Exchange Policy 5.4, read with Section 2.1(d) (Net Tangible Assets), at the required 100% threshold. As described in the Analysis Report, the purchase price of $850,000 reflects the approximate net book value of the Divested Subsidiaries at the time the Share Purchase Agreement was executed on March 11, 2026, prior to the recognition of impairment charges on certain intangible assets in Company's audited annual financial statements for the year ended December 31, 2025. In negotiating the Transaction, the Company considered the operating history, financial condition and future prospects of the Divested Subsidiaries, including their collective loss-generating profile, the limited standalone marketability of these businesses, and the level of ongoing intercompany financial support that would have been required absent the Transaction.

The Divested Subsidiaries have been funded through intercompany advances made by the Company in the ordinary course to support operating activities. As at February 28, 2026 (the prior measurement date), these intercompany balances aggregated approximately $43.4 million gross payable from Divested Subsidiaries to the Company, against gross receivables of $33.7 million, resulting in a net amount owed by the Divested Subsidiaries to the Company of $9.7 million. These balances are intragroup in nature, arising from the transfer of operating funds between the Company and its wholly owned subsidiaries in the ordinary course of a parent-subsidiary relationship. They are eliminated in full upon consolidation under *International Financial Reporting Standards* ("IFRS") – *Consolidated Financial Statements* and carry no net consolidated economic impact on the Company's consolidated financial statements. The intercompany balances do not form part of the consideration for the Transaction.

They are written off as a pre-closing intragroup restructuring step, and the Purchaser acquires the Divested Subsidiaries free of any intercompany encumbrances. As confirmed by the March 31, 2026 balance sheets of the Divested Subsidiaries, all intercompany balances have been reduced to $nil prior to closing.

The Company believes that, having regard to the foregoing disclosure and the Analysis Report, disinterested Shareholders have sufficient information to determine that the consideration to be received under the Transaction is reasonable in the circumstances and appropriate given the financial condition, operating history and prospects of the Divested Subsidiaries.

Board Review and Recommendation

The Transaction was reviewed and approved by the independent members of the Company's board of directors. Gordon Reykdal declared his interest in the Transaction and abstained from all deliberations and voting. Barret Reykdal and Graham Rankin, as non-independent directors, also abstained.

In approving the Transaction, the independent directors considered:

- the financial condition, historical performance and collective loss-generating profile of the Divested Subsidiaries;
- the level of intercompany support required;
- the treatment of intercompany balances between the Company and the Divested Subsidiaries;
- the negotiated consideration;
- the Analysis Report;
- the terms and conditions of the Share Purchase Agreement dated March 11, 2026 between the parties, and
- the strategic benefits of focusing on the Company's core RCM revenue generating business segment.

No special committee was established in connection with the Transaction, and the independent directors collectively undertook the review and approval of the Transaction, as described further in the Analysis Report attached as Schedule D hereto. The independent directors determined that the Transaction is reasonable in the circumstances and in the best interests of the Company.

The board of directors unanimously recommends that disinterested Shareholders vote FOR the resolution approving the Transaction.

Disinterested Shareholder Approval

For the purposes of the Transaction, "disinterested Shareholders" excludes: Gordon Reykdal; EAM Enterprises Inc., and Carrie Reykdal, and any other persons whose votes are required to be excluded in accordance with MI 61-101 or TSXV policies. David Guebert and Scott Sinclair, each of whom are directors of the Company, are required to have their votes excluded by reason of their appointments as directors of the Purchaser on May 1, 2026.

TSXV Conditional Approval

On April 11, 2026, the Company received conditional acceptance from the TSXV for the Transaction, subject to, among other things, approval by disinterested Shareholders; and satisfaction of customary TSXV requirements. The Transaction remains subject to final acceptance by the TSXV.

Future Participation Rights

The Transaction structure includes provisions intended to allow Company shareholders to participate in any potential future economic upside of the Divested Subsidiaries. Pursuant to a Trust Agreement dated effective April 1, 2026 (the "**Trust Agreement**") between the Purchaser, the Company, and Barret Reykdal as bare trustee, and Odyssey Trust Company as transfer agent for the Purchaser, whereby the Purchaser has issued 139,581,636 Class A common voting shares in trust (the "**FinCard Shares**") for the future benefit of the Company's shareholders, to be distributed on a 1:1 basis for each Company common share held. This distribution is not part of the consideration for the Transaction and is independent of, and not conditional upon, any other transaction. Management believes this structure preserves long-term optionality for Company shareholders while allowing the Company to focus on its core RCM operations. The FinCard Shares are will be distributed to each Company shareholder of record on or about July 23, 2026, the FinCard distribution date.

FinCard is not a “reporting issuer” under the securities laws of any province or territory in Canada, and that FinCard has no obligation to become a reporting issuer and that there is no guarantee that it will become a reporting issuer in the future; and as a result of FinCard not being a reporting issuer, the FinCard Shares will be subject to an indefinite “restricted period” under applicable Canadian securities laws of (if applicable) four months plus one day from the later of the distribution dated and the date FinCard becomes a reporting issuer under the securities laws of any province or territory of Canada, during which time the shareholders may not trade the FinCard Shares unless the shareholder, without FinCard filing a prospectus or being able to rely on one of the limited exemptions from the requirement to file a prospectus under applicable securities laws, and that any certificate representing the FinCard Shares will bear a legend indicating that the resale of such FinCard Shares is restricted. In addition, pursuant to FinCard’s Articles, no FinCard Shares may be transferred without the prior approval of a majority of the directors of FinCard.

The rights, privileges, restrictions and conditions attaching to the FinCard Shares are set out in FinCard’s Articles. Holders of Class A Common Voting Shares are entitled to: (i) receive notice of, attend and vote at all meetings of shareholders of FinCard, with each Class A Common Voting Share carrying one vote; (ii) receive dividends if, as and when declared by the board of directors of FinCard, subject to the rights of the holders of any preferred shares then outstanding; and (iii) receive the remaining property and assets of FinCard upon the liquidation, dissolution or winding-up of FinCard, subject to the rights, privileges, restrictions and conditions attaching to any preferred shares then outstanding.

FinCard’s authorized share capital consists of an unlimited number of Class A Common Voting Shares, Class B Common Voting Shares, Class C Common Non-Voting Shares, Class I Preferred Voting Shares, Class II Preferred Non-Voting Shares and Class III Preferred Non-Voting Shares. As of the date of this Circular, only Class A Common Voting Shares have been issued and outstanding and no preferred shares are issued and outstanding.

About FinCard Financial Services Inc. (“FinCard” or the “Purchaser”)

Incorporated in January 2026 under the laws of Alberta, FinCard (formerly Everyday Payments Canada Inc.) operates with a comprehensive compliance and payments infrastructure framework, handling the regulatory, technology, and banking relationship layers so that its clients can focus on serving their own customers. FinCard’s registered and head office is located at 450, 11150 Jasper Ave., Edmonton, AB, T5K 0C7. FinCard is a Canadian payments infrastructure built for the people at the end of the transaction. FinCard’s technology platform enables organizations to issue prepaid cards, manage digital wallets, and move money directly to the individuals they serve whether that means tip distribution for restaurant workers, health spending accounts for employees, benefit disbursements for government programs, or corporate expense management.

FinCard entered into the Transaction with a wholly owned subsidiary of the Company to acquire the Divested Subsidiaries as disclosed herein. The Transaction has received conditional approval from the TSXV and remains subject to: (i) approval by disinterested shareholders; and (ii) final acceptance by the TSXV following disinterested shareholder approval. It is anticipated that both approvals will be obtained and that the Transaction will close on or about July 23, 2026 following the Meeting of the Company’s Shareholders (the “**Closing Date**”). Completion of the Transaction is conditional upon FinCard having obtained clear and unencumbered title to the Divested Subsidiaries prior to or concurrently with the Closing Date.

Pro Forma Share Capital of FinCard

The following table sets out the proforma share capital of FinCard on a fully diluted basis after giving effect to the FinCard Share distribution to the Company’s shareholders and the contemplated financings (assuming maximum subscription under all financings):

Category of Security	**Class “A” Common Voting Shares**	**Percentage**
FinCard Shares held in trust for Company shareholders as of the Closing Date (1)	139,581,636	78.2%
Shares issuable under the current financing (3)	12,000,000	6.7%
Shares issuable upon conversion of convertible debenture (4)	22,000,000	12.3%
Shares issuable under the second financing (5)	5,000,000	2.8%
TOTAL	**178,581,636**	**100%**

Notes:
(1) Assumes all FinCard Shares are issued to Company shareholders on a 1:1 share-for-share basis.
(2) Assumes maximum subscription under the current financing at $0.25 per common share for maximum gross proceeds of $3,000,000.
(3) Assumes full conversion of the convertible debenture in the aggregate principal amount of up to $11,000,000 at a conversion price of $0.50 per common share.
(4) Assumes maximum subscription under the second financing at $0.50 per common share for maximum gross proceeds of $2,500,000.

FinCard Directors and Executive Officers

The following table sets out the directors and executive officers of FinCard (the Purchaser) as of the date of this Circular. These individuals are "insiders" of FinCard for purposes of applicable securities law.

Name	Position(s) with FinCard	Biography
Gordon Reykdal	Director; Founder and Executive Chairman	See biography as disclosed in this Circular.
Tyler Hatch	Director; Chief Executive Officer and President	A sales professional with 20+ years of experience managing $200 million in sales across US and Canadian companies, with expertise in operations and sales leadership.
Ari Steinarsson	Director; Chief Product Officer	A fintech executive and entrepreneur with over 15 years of experience building and scaling financial technology businesses across both North America and Europe. Along the way, he has gained deep hands-on experience in product innovation, go-to-market leadership, strategic partnerships, and cross-border expansion, driven by a passion for bridging traditional finance with modern, user-centric payment experiences.
David Guebert	Director	See biography as disclosed in this Circular.
Scott Sinclair	Director	See biography as disclosed in this Circular.
Cory Beattie	Director; Chief Financial Officer and Chief Compliance Officer	A finance executive with 20+ years of CFO experience across real estate, construction, and e-commerce. He specializes in strategic planning, financial leadership, and data-driven decision-making, with expertise in project financing, development, and commercial partnerships. He is known for driving performance across teams and delivering on key business goals.
Renata Berlingo	Corporate Secretary and Chief Development Officer	A business executive with 25+ years of experience across financial services, food services, and retail, with a track record spanning startups, scale-ups, and turnarounds. She specializes in strategy, revenue development, and commercial model design; cutting through complexity, aligning teams, and turning ideas into structured, scalable businesses.
Erling Gudjohnsen	Chief Technology Officer	A technology executive with 25+ years of experience building financial and payments infrastructure. Co-founded and served as CTO of a regulated card issuance platform, personally architecting the payment systems, banking integrations, and KYC/AML compliance pipelines that power it. Has launched multiple technology ventures across fintech and digital commerce, with deep hands-on expertise in the engineering and security stack that underpins modern card programs.

Principal Holders of Common Shares of FinCard

To the best of the knowledge of the directors and executive officers of FinCard, as at the date of this Circular, no person or company beneficially owns, or controls or directs, directly or indirectly, 10% or more of the voting rights attached to all of the proforma issued and outstanding common shares, except as stated below.

Name of FinCard Shareholder	Number of FinCard Proforma Class A Common Shares Beneficially Owned, Controlled or Directed	Percentage of FinCard Proforma Class A Common Shares Beneficially Owned, Controlled or Directed(1)
EAM Enterprises Inc. ("**EAM**") together with Gordon Reykdal(2)	26,698,746 (3)(4)	15.0%

Notes:

(1) Calculated on a proforma diluted basis, based on 178,581,636 FinCard class Acommon shares issued and outstanding as of the date of this Circular.

(2) Gordon Reykdal was appointed as a director and Executive Chairman of FinCard on April 15, 2026.

(3) Gordon Reykdal is anticipated to beneficially own 26,698,746 proforma class A common shares of FinCard, of which 26,628,055 proforma class A common shares are anticipated to be held by EAM a private company wholly owned by Carrie Reykdal, spouse of Gordon Reykdal. In addition, of the 26,698,746 proforma class A common shares, Gordon Reykdal is anticipated to indirectly own 70,691 proforma class A common shares. Carrie Reykdal is anticipated to own and control 287,500 proforma class A common shares in addition to EAM's shareholdings.

(4) Based on the financings assumptions set out in the proforma share capital of FinCard table above, including the distribution of FinCard Shares on a 1:1 basis to shareholders of the Company, EAM and Gordon Reykdal would beneficially own approximately 15.0% of the pro forma issued and outstanding Class A Common Voting Shares of FinCard. If the shares issuable pursuant to the current financing, the convertible debenture and the second financing being excluded, EAM and Gordon Reykdal would beneficially own approximately 19.1% of the issued and outstanding Class A Common Voting Shares of FinCard.

Subsequent Development Clarification – FinCard Letter of Intent with Smartset Services Inc.

On June 12, 2026, the Purchaser and Smartset Services Inc. (TSX-V: SMAR.P) ("**Smartset**"), a capital pool company listed on the TSXV, co-issued a joint news release announcing that they have entered into a binding letter of intent (the "**LOI**") pursuant to which Smartset intends to acquire all of the issued and outstanding securities of the Purchaser by way of a three-cornered amalgamation or such other structure as may be determined, constituting Smartset's Qualifying Transaction under TSXV Policy 2.4 – *Capital Pool Companies* (the "**Qualifying Transaction**"). The Company is not a party to the LOI.

The distribution of FinCard Shares to Company shareholders on a 1:1 basis is governed solely by the Trust Agreement and is entirely independent of, and not conditional upon, completion of Smartset's Qualifying Transaction. Shareholders should be aware of the following outcomes:

- If the Qualifying Transaction does not complete: Company shareholders will hold one FinCard Share per Company common share following the distribution on or about July 23, 2026. In such circumstances, the FinCard Shares would be common shares of a private Alberta company and would not be listed or publicly tradeable.
- If the Qualifying Transaction completes: Company shareholders who have received FinCard Shares will receive one resulting issuer share (expected to be listed on the TSXV) for every FinCard Share held, as FinCard Shares will be exchanged for resulting issuer shares on a 1:1 basis upon closing.

Completion of the Qualifying Transaction is subject to a number of conditions, including, among other things: satisfactory completion of due diligence; negotiation and execution of a definitive agreement; completion of the required financings; and receipt of all required shareholder, third-party and regulatory approvals, including final acceptance of the TSXV. There is no assurance that the Qualifying Transaction will be completed on the terms described in the LOI, or at all.

The Transaction Resolution set out below and the other matters described in this Circular are not conditional upon the completion of the Qualifying Transaction. Shareholders are encouraged to review the joint news release dated June 12, 2026, available under the Company's profile on SEDAR+ at www.sedarplus.ca, for full particulars of the LOI and the Qualifying Transaction.

Transaction Resolution

At the Meeting, disinterested Shareholders will be asked to consider and, if deemed advisable, to pass the following ordinary resolution approving the Transaction:

> "**BE IT RESOLVED AS AN ORDINARY RESOLUTION THAT:**
>
> 1. the sale by the Company, directly or indirectly, of all of the issued and outstanding shares of its non-core financial services subsidiaries to Fincard Financial Services Inc., as described in the management information circular of the Company dated June 23, 2026 (the "Circular"), be and is hereby authorized, approved and ratified;
>
> 2. the Company be and is hereby authorized to complete the Transaction on the terms and conditions described in the Circular, with such amendments as the directors of the Company may determine to be necessary or desirable;
>
> 3. any one director or officer of the Company is hereby authorized and directed, for and on behalf of the Company, to execute and deliver all such documents and to do all such acts and things as such person may determine to be necessary or desirable to give effect to the foregoing resolutions; and
>
> 4. notwithstanding that this resolution has been duly passed by the shareholders of the Company, the directors of the Company are hereby authorized and empowered, without further notice to or approval of the shareholders, to revoke this resolution at any time prior to the completion of the Transaction."

In order to be passed, the Transaction requires the approval of a majority of the votes cast thereon by disinterested Shareholders present in person or represented by proxy at the Meeting, excluding the votes attaching to Common Shares beneficially owned by Gordon Reykdal, EAM Enterprises Inc., and Carrie Reykdal, who have an interest in the transaction and each of their respective associates and affiliates, including David Guebert and Scott Sinclair, by reason of their appointments as directors of the Purchaser on May 1, 2026. The Board unanimously recommends that Shareholders vote in favour of the Transaction.

Only disinterested Shareholders are entitled to vote on the Transaction. Unless otherwise directed, the persons named in the form of proxy accompanying this Circular intend to vote FOR the Transaction.

16. Approval of the Issuance of Shares-for-Debt to Related Parties

During the Meeting, the Company's Disinterested Shareholders will be invited to consider and, if deemed advisable, to adopt, with or without amendment, a resolution, the text of which is set out below, approving the issuance of Shares-for-Debt (as defined below) for services to certain non-arm's length parties to the Company.

As at the date of this Circular, the Company has accrued and owes an aggregate of $291,500 (the "**Debt Amount**") to David Guebert, Amy ter Haar, Nitin Kaushal, and Scott Sinclair (the "**Related Parties**"), each of whom is an independent director of the Company, in respect of unpaid directors' fees incurred during the period from February 1, 2025 to December 31, 2025.

On January 8, 2026, the Company entered into debt settlement agreements with each of the Related Parties, pursuant to which the Company agreed to settle the Debt Amount by issuing an aggregate of 435,075 common shares in the capital of the Company (the "**Settlement Shares**") at a deemed price of $0.67 per common share (the "**Debt Settlement**"). The Board of Directors of the Company unanimously determined that the Debt Settlement is in the best interests of the Company, as it would reduce the Company's outstanding liabilities, therefore preserving cash to support operational needs and drive strategic growth.

The Debt Settlement constitutes a "related party transaction" within the meaning of Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* ("MI 61-101") and TSXV Policy 5.9 – *Protection of Minority Security Holders in Special Transactions*, as the Related Parties are directors of the Company. The Company is relying on the exemption from the formal valuation requirements of MI 61-101 pursuant to section 5.5(a), on the basis that the Settlement Shares to be issued under the Debt Settlement will not exceed 25% of the Company's market capitalization, as calculated in accordance with MI 61-101. The Company is also relying on the exemption from the minority shareholder approval requirements of MI 61-101 pursuant to section 5.7(1)(a), as the fair market value of the Debt Settlement, insofar as it involves interested parties, does not exceed 25% of the Company's market capitalization. Notwithstanding the foregoing exemptions, in accordance with TSXV Policy 4.4 Section 6.2(k), the issuance of the Settlement Shares must not exceed $5,000 per month per person and must not exceed $10,000 per month in the aggregate. The TSXV Policy 4.4 further specifies that if the securities for services arrangement exceeds these amounts, the Company must obtain Disinterested Shareholder approval. The Company is seeking approval of the Debt Settlement by disinterested shareholders.

The disinterested Board of Directors approved the Debt Settlement, with each Related Party abstaining from voting in respect of the Debt Settlement. No materially contrary views or disagreements were expressed by the Board.

Disinterested Shareholder Approval of the Settlement Shares

Subject to approval by the disinterested shareholders of the Company, the Company proposes to issue an aggregate of 435,075 common shares, the Settlement Shares, to the Related Parties in settlement of accrued and unpaid directors' fees, as set out below:

Name of Independent Director	Accrued Fees Owing ($)	Settlement Shares to Be Issued	Deemed Price per Common Share ($)
David Guebert	71,500	106,716	0.67
Amy ter Haar	71,500	106,716	0.67
Nitin Kaushal	77,000	114,925	0.67
Scott Sinclair	71,500	106,716	0.67
Total:	**291,500**	**435,075**	

David Guebert, Amy ter Haar, Nitin Kaushal, and Scott Sinclair, who are all directors of the Company, are Related Parties to the Debt Settlement and will be excluded from voting on the Shares-for-Debt Resolution.

The Debt Settlement is subject to approval of the TSXV and approval by the disinterested shareholder of the Company, as described below. Subject to obtaining such approvals, the Settlement Shares issued pursuant to the Debt Settlement will be subject to a four-month hold period pursuant to applicable securities laws and the policies of the TSXV.

"**BE IT RESOLVED AS AN ORDINARY RESOLUTION THAT:**

1. The issuance of 435,075 common shares in the capital of the Company, to certain directors of the Company in settlement of accrued and unpaid directors' fees, on the terms and conditions described in the accompanying Circular, be and is hereby approved; and

2. any one director or officer of the Company be and is hereby authorized and directed to execute and deliver all such documents and instruments and do all such acts and things as such director or officer may determine to be necessary or advisable to give effect to the foregoing resolution."

Only disinterested Shareholders are entitled to vote on the Issuance of Shares-for-Debt to Related Parties Resolution. Unless otherwise directed, the persons named in the form of proxy accompanying this Circular intend to vote FOR the Issuance of Shares-for-Debt to Related Parties Resolution.

EXECUTIVE COMPENSATION

The following information regarding executive compensation is presented in accordance with Form 51-102F6V – *Statement of Executive Compensation – Venture Issuers* and sets forth compensation for each of the Named Executive Officers and directors of the Company during the two most recently completed financial years. Disclosure is required to be made in relation to "Named Executive Officers", being (a) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as the Chief Executive Officer or Co-Chief Executive Officer, including an individual performing functions similar to a chief executive officer, (b) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as the Chief Financial Officer, including an individual performing functions similar to a chief financial officer, (c) in respect of the Company and its subsidiaries, the most highly compensated executive officer, other than the Chief Executive Officer or Co-Chief Executive Officer and Chief Financial Officer, at the end of the most recently completed financial year whose total compensation was more than $150,000 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 not an executive officer of the Company, and was not acting in a similar capacity, at the end of that financial year.

For the year ended December 31, 2025, the Named Executive Officers of the Company were Gordon Reykdal the former Executive Chairman and currently Senior Advisor to the Company, Barret Reykdal the Co-Chief Executive Officer (North America), Graham Rankin the Co-Chief Executive Officer (UK), Tyler Hatch the former Co-Chief Executive Officer EP Financial Services, Dil Boparai Chief Financial Officer, and Alasdair Skeoch the Chief Operating Officer.

The current compensation program and philosophy of the Company is described herein.

Director and Named Executive Officer Compensation, Excluding Compensation Securities

The following table sets out all compensation paid, payable, awarded, granted, given or otherwise provided, directly or indirectly, by the Company or any of its subsidiaries to each Named Executive Officer and director, in any capacity, other than stock options and other compensation securities, for the financial years ended December 31, 2025 and December 31, 2024. Compensation disclosed below includes salaries, consulting fees, retainers, bonuses, committee and meeting fees, perquisites, pension contributions, and all other forms of non-securities-based compensation, whether cash or non-cash.

Table of Compensation Excluding Compensation Securities

Name and Position	Year	Salary, Consulting Fee, Retainer or Commission ($)	Bonus ($)	Committee or Meeting Fees ($)	Value of Perquisites ($)	Value of All Other Compensation ($)	Total Compensation ($)
Gordon Reykdal, Executive Chairman and Director[1]	2025	–[2]	–	–	–	–	–
	2024	–[3]	175,040[4]	–	–	–	175,040
Barret Reykdal, Co-Chief Executive Officer (North America), and Director[5]	2025	283,500[6]	–	–	–	–	283,500
	2024	–[7]	–	–	–	–	–
Graham Rankin, Co-Chief Executive Officer (UK), Director, and Chief Executive Officer of BPO, and Director[8]	2025	557,758[9]	–	–	36,840[10]	119,730 [11]	714,328
	2024	328,200[12]	292,842[13]	–	35,008[14]	105,024[15]	761,074
Tyler Hatch, Former Co-Chief Executive Officer EP Financial Services[16]	2025	248,656[17]	–	–	–	–	248,656
	2024	194,589[18]	–	–	–	–	194,589
Dil Boparai, Chief Financial Officer[19]	2025	190,000[20]	–	–	–	–	190,000
	2024	110,000[21]	49,818[22]	–	–	–	159,818
Mayank Mahajan, Former Chief Financial Officer[23]	2025	–	–	–	–	–	–
	2024	65,625[24]	–	–	–	–	65,625

Alasdair Skeoch, Chief Operating Officer[25]	2025	282,515[26]	138,150[27]	–	–	–	420,665
	2024	127,273[28]	87,520[29]	–	–	–	214,793
David Guebert, Director[30]	2025	–	–	71,500[31]	–	–	71,500
	2024	–	–	33,758	–	–	33,758
Nitin Kaushal, Director[32]	2025	–	–	77,000[33]	–	–	77,000
	2024	–	–	84,000	–	–	84,000
Robert Pollock, Former Director[34]	2025	–	–	–	–	–	–
	2024	–	–	44,241	–	–	44,241
Scott Sinclair, Director[35]	2025	–	–	71,500[36]	–	–	71,500
	2024	–	–	78,000	–	–	78,000
Amy ter Haar, Director[37]	2025	–	–	71,500[38]	–	–	71,500
	2024	–	–	78,000	–	–	78,000

Notes:

All GBP amounts below were translated into Canadian dollars using the Bank of Canada annual average exchange rate of $1.7504 CAD per GBP for the year ended December 31, 2024 and $1.8420 CAD per GBP for the year ended December 31, 2025.

(1) Gordon Reykdal was appointed as a director and Executive Chairman of the Company on March 31, 2023. Effective April 15, 2026, Mr. Reykdal transitioned from his role as Executive Chairman to serve as a Senior Advisor to the Company, while continuing to act as a director.
(2) Gordon Reykdal voluntarily waived his salary for the year ended December 31, 2025 and did not receive compensation for his services as Executive Chairman. As at December 31, 2025, Gordon Reykdal does not receive director fees for his service as a director of the Company.
(3) Gordon Reykdal voluntarily waived his salary for the year ended December 31, 2024 and did not receive compensation for his services as Executive Chairman. As at December 31, 2024, Gordon Reykdal does not receive director fees for his service as a director of the Company.
(4) Represents a cash performance bonus accrued to Gordon Reykdal of $175,040 (£100,000 GBP) for the year ended December 31, 2024, in connection with the completion of the acquisition of CCS Group Holdings Limited.
(5) Barret Reykdal served as Chief Executive Officer of the Company from August 31, 2022 to August 22, 2023, and served as Co-Chief Executive Officer Financial Services and EP Homes of the Company from August 23, 2023 to April 10, 2025. On April 10, 2025, Barret Reykdal was appointed Co-Chief Executive Officer RCM (North America) and currently continues to serve in this role. Barret Reykdal was appointed to the board on August 31, 2022 and continues to serve as a director.
(6) For the year ended December 31, 2025, Barret Reykdal provided Co-Chief Executive Officer (North America) services to the Company for an annual salary of $283,500.
(7) Barret Reykdal voluntarily waived his salary for the year ended December 31, 2024 and did not receive compensation for his services as Chief Executive Officer. As at December 31, 2024, Barret Reykdal does not receive director fees for his service as a director of the Company.
(8) Graham Rankin was appointed Co-Chief Executive Officer RCM and director of the Company on August 22, 2023, and then appointed Co-Chief Executive Officer of RCM (UK) on April 10, 2025 to present. On April 15, 2026, Graham Rankin was appointed as Chairman of the Board of the Company. Graham Rankin is the Chief Executive Officer of BPO, an indirect wholly-owned subsidiary of the Company, and was appointed this position on January 1, 2011 prior to the acquisition of BPO by the Company.
(9) For the year ended December 31, 2025, Graham Rankin provided Co-Chief Executive Officer RCM (UK) services to the Company for an annual salary of $557,758 (£302,800 GBP). As at December 31, 2025, Graham Rankin does not receive director fees for his service as a director of the Company.
(10) Represents car allowance paid to Graham Rankin of $ $36,840 (£20,000 GBP) for the year ended December 31, 2025.
(11) Represents contributions made by BPO to Graham Rankin's private pension fund of $119,730 (£65,000 GBP) for the year ended December 31, 2025.
(12) For the year ended December 31, 2024, Graham Rankin provided Co-Chief Executive Officer services to the Company for an annual salary of $328,200 (£187,500 GBP). As at December 31, 2024, Graham Rankin does not receive director fees for his service as a director of the Company.
(13) Represents a cash performance bonus paid to Graham Rankin of $292,842 (£167,300 GBP) for the year ended December 31, 2024, based on the profit earned by BPO.
(14) Represents car allowance paid to Graham Rankin of $35,008 (£20,000 GBP) for the year ended December 31, 2024.
(15) Represents contributions made by BPO to Graham Rankin's private pension fund of $105,024 (£60,000 GBP) for the year ended December 31, 2024.
(16) Tyler Hatch served the Company as Vice President of EP Homes from January 1, 2023 to December 31, 2023. Mr. Hatch was then appointed Chief Operating Officer, Financial Services and EP Homes effective January 1, 2024 to March 31, 2025, and then was appointed to Co-Chief Executive Officer, EP Financial Services, of the Company on March 31, 2025 to April 15, 2026.
(17) Tyler Hatch was paid $165,771 for his services as Co-Chief Executive Officer and $82,885 for his services as Chief Operating Officer, for the 12 months ended December 31, 2025.
(18) Tyler Hatch was paid $194,589 for his services as Chief Operating Officer, for the 12 months ended December 31, 2024.
(19) Dil Boparai succeeded Mayank Mahajan as Chief Financial Officer of the Company on May 3, 2024.
(20) Dil Boparai was paid $190,000 for his services as Chief Financial Officer, for the 12 months ended December 31, 2025.
(21) For the period of May 3, 2024 to December 31, 2024, Dil Boparai provided Chief Financial Officer services to the Company.
(22) Represents cash performance bonus accrued to Dil Boparai of $49,818 based on the discretion of management.
(23) Mayank Mahajan served as the Chief Financial Officer of the Company from August 31, 2022 to May 3, 2024. Effective May 3, 2024, Mayank Mahajan resigned as Chief Financial Officer of the Company and was succeeded by Dil Boparai who was appointed as Chief Financial Officer.
(24) For the period of January 1, 2024 to May 3, 2024, Mayank Mahajan provided Chief Financial Officer services to the Company through the Mahajan Agreement.
(25) Alasdair Skeoch was appointed Chief Operating Officer of the RCM division on July 19, 2024 and continues to serve the Company as Chief Operating Officer.

(26) Alasdair Skeoch's salary was $282,515 (£153,374 GBP) serving as a Chief Operating Officer of the RCM division for the 12 months ended December 31, 2025.
(27) Represents cash performance bonus paid to Alasdair Skeoch of $138,150 (£75,000 GBP) for the year ended December 31, 2025, based on the profit earned by BPO.
(28) Alasdair Skeoch's salary was $127,273 (£72,711 GBP) serving as a Chief Operating Officer of the RCM division from July 22, 2024 to December 31, 2024.
(29) Represents cash performance bonus paid to Alasdair Skeoch of $87,520 (£50,000 GBP) for the year ended December 31, 2024, based on the profit earned by BPO.
(30) David Guebert was appointed as a director of the Company on July 25, 2024 and continues to serve as director of the Company. He is the Chair of the Corporate Governance and Nominating Committee, a member of the Audit Committee, and a member of the Compensation and Human Resources Committee.
(31) The Company accrued $71,500 in director fees owed to David Guebert for the period ending December 31, 2025.
(32) Nitin Kaushal was appointed as a director of the Company on August 31, 2022 and continues to serve as director of the Company. He is the Chair of the Audit Committee and a member of the Compensation and Human Resources Committee.
(33) The Company accrued $77,000 in director fees owed to Nitin Kaushal for the period ending December 31, 2025.
(34) Robert Pollock served as a director of the Company from August 31, 2022 to July 25, 2024. He was a member of the Corporate Governance and Nominating Committee and a member of the Compensation and Human Resources Committee from August 31, 2022 to July 25, 2024, and on August 22, 2023 he served as Chair of the Corporate Governance and Nominating Committee and as a member of the Audit Committee. Robert Pollock did not stand for re-election to the Company's Board of Directors held on July 25, 2024.
(35) Scott Sinclair was appointed as a director of the Company on August 31, 2022 and continues to serve as director of the Company. He is a member of the Corporate Governance and Nominating Committee and a member of the Audit Committee.
(36) The Company accrued $71,500 in director fees owed to Scott Sinclair for the period ending December 31, 2025.
(37) Amy ter Haar was appointed as a director of the Company on August 31, 2022 and continues to serve as director of the Company. Amy ter Haar is the Chair of the Compensation and Human Resources Committee Chair. On August 22, 2023, Amy ter Haar was appointed a member of the Corporate Governance and Nominating Committee. Amy ter Haar was appointed Independent Lead Director of the Board on May 18, 2023.
(38) The Company accrued $71,500 in director fees owed to Amy ter Haar for the period ending December 31, 2025.

Stock Options and Other Compensation Securities

The following table sets out all compensation securities granted or issued, to each Named Executive Officer and Director, by the Company during the year ended December 31, 2025, for services provided or to be provided, directly or indirectly, to the Company or any of its subsidiaries.

Compensation Securities							
Name and Position	**Type of Compensation Security**	**Number of Compensation Securities, Number of Underlying Securities, and Percentage of Class**	**Date of Issue or Grant**	**Issue, Conversion or Exercise Price ($)**	**Closing Price of Security or Underlying Security on Date of Grant ($)**	**Closing Price of Security or Underlying Security at Year End ($)**	**Expiry Date**
Gordon Reykdal, Executive Chairman and Director	–	–	–	–	–	–	–
Barret Reykdal, Co-Chief Executive Officer (North America), and Director[1]	–	–	–	–	–	–	–
Graham Rankin, Co-Chief Executive Officer (UK), and Chief Executive Officer of BPO, and Director[2]	Share Units	150,000	February 19, 2025	–	0.7400	0.6000	December 15, 2028
Tyler Hatch, Former Co-Chief Executive Officer EP Financial Services[3]	Share Units	115,000 225,000 37,500 37,500	February 19, 2025 August 14, 2025 September 30, 2025 December 31, 2025	– – – –	0.7400 0.6900 0.7100 0.6000	0.6000 0.6000 0.6000 0.6000	December 15, 2028 December 15, 2028 December 15, 2028 December 15, 2028
Dil Boparai, Chief Financial Officer[4]	Share Units	115,000	February 19, 2025	–	0.7400	0.6000	December 15, 2028
Alasdair Skeoch, Chief Operating Officer [5]	–	–	–	–	–	–	–
David Guebert, Director [6]	–	–	–	–	–	–	–

Nitin Kaushal, Director(7)	–	–	–	–	–	–	–
Scott Sinclair, Director(8)	–	–	–	–	–	–	–
Amy ter Haar, Lead Independent Director(9)	–	–	–	–	–	–	–

Notes:

(1) As at December 31, 2025, Barret Reykdal held 500,000 Options to purchase 500,000 Common Shares of the Company at an exercise price of $0.75 per common share, with an expiry date of April 23, 2026.

(2) As at December 31, 2025, Graham Rankin held 250,000 Options to purchase 250,000 Common Shares of the Company at an exercise price of $0.75 per common share, with an expiry date of April 23, 2026. As at December 31, 2025, Graham Rankin held 150,000 Share Units, with a vesting date of February 19, 2026.

(3) As at December 31, 2025, Tyler Hatch held an aggregate of 415,000 Share Units and no Options, of which 115,000 will vest on February 19, 2026, 225,000 vesting on August 14, 2026, 37,500 vesting on September 30, 2026, and 37,500 vesting on December 31, 2026.

(4) As at December 31, 2025, Dil Boparai held 150,000 Options to purchase 150,000 Common Shares of the Company at an exercise price of $0.75 per common share, with an expiry date of April 23, 2026. As at December 31, 2025, Dil Boparai held 115,000 Share Units, with a vesting date of February 19, 2026.

(5) As at December 31, 2025, Alasdair Skeoch held no Shares Units or Options.

(6) As at December 31, 2025, David Guebert held 264,000 Share Units and no Options.

(7) As at December 31, 2024, Nitin Kaushal held no Share Units or Options.

(8) As at December 31, 2025, Scott Sinclair held no Share Units or Options.

(9) As at December 31, 2025, 1000307578 Ontario Inc., a private company owned 100% by Amy ter Haar, held no Share Units or Options.

Exercise of Compensation Securities by Directors and Named Executive Officers

The following table sets out, for each director and Named Executive Officer of the Company, all exercises of compensation securities during the year ended December 31, 2025. The table includes the name and position of each individual, the type and number of compensation securities exercised, the exercise price, the date of exercise, and the value realized upon exercise.

Exercise of Compensation Securities by Directors and Named Executive Officers							
Name and Position	**Type of Compensation Security**	**Number of Underlying Securities Exercised**	**Exercise Price per Security ($)**	**Date of Exercise**	**Closing Price per Security on Date of Exercise ($)**	**Difference Between Exercise Price and Closing Price on the Date of Exercise ($)**	**Total Value on Exercise Date ($)**
Gordon Reykdal, Executive Chairman and Director	–	–	–	–	–	–	–
Barret Reykdal, Co-Chief Executive Officer (North America), and Director	–	–	–	–	–	–	–
Graham Rankin, Co-Chief Executive Officer (UK), and Chief Executive Officer of BPO, and Director	–	–	–	–	–	–	–
Tyler Hatch, Former Co-Chief Executive Officer EP Financial Services	Share Units Share Units	20,000(3) 337,500(4)	(1)	January 15, 2025 April 27, 2026	$0.7200 $0.6500	– –	14,400(2) 219,375(2)
Dil Boparai, Chief Financial Officer	Share Units	20,000(5)	(1)	January 15, 2025	$0.7200	–	14,400(2)
Alasdair Skeoch, Chief Operating Officer RCM	Share Units Share Units	50,000(6) 50,000(7)	(1)	April 25, 2025 August 28, 2025	$0.8000 $0.7500	–	40,000(2) 37,500(2)
David Guebert, Director	Share Units	132,000(8)	(1)	August 28, 2025	$0.7500	–	99,000(2)

Nitin Kaushal, Director	Share Units	132,000[9]	[1]	September 15, 2025	$0.7000	–	92,400[2]
Scott Sinclair, Director	Share Units	132,000[10]	[1]	September 15, 2025	$0.7000	–	92,400[2]
Amy ter Haar, Independent Lead Director	Share Units	132,000[11]	[1]	September 15, 2025	$0.7000	–	92,400[2]

Notes:

(1) No exercise price was set at date of grant for Share Units.
(2) The value on the exercise date is derived using the closing market price on the settlement date for the redeemed Share Units.
(3) On August 22, 2023, Tyler Hatch was granted 20,000 Share Units, which vested on December 31, 2024, and whereby the Board of Directors of the Company approved the settlement of the vested Share Units to be redeemed for 20,000 Common Shares in the capital of the Company on January 15, 2025 (the effective settlement date of the issuance of the common shares).
(4) On April 27, 2026, the Board of Directors waived the vesting period and approved the vesting of all the unvested Share Units previously granted to Tyler Hatch and approved the settlement of the Share Units to be redeemed for 337,500 Common Shares in the capital of the Company.
(5) On November 22, 2023, Dil Boparai was granted 20,000 Share Units, which vested on December 31, 2024, and whereby the Board of Directors of the Company approved the settlement of the vested Share Units to be redeemed for 20,000 Common Shares in the capital of the Company on January 15, 2025 (the effective settlement date of the issuance of the common shares).
(6) On April 10, 2024, Alasdair Skeoch was granted 50,000 Share Units, which vested on April 10, 2025, and whereby the Board of Directors of the Company approved the settlement of the vested Share Units to be redeemed for 50,000 Common Shares in the capital of the Company on April 25, 2025 (the effective settlement date of the issuance of the common shares).
(7) On August 13, 2024, Alasdair Skeoch was granted 50,000 Share Units, which vested on August 13, 2025, and whereby the Board of Directors of the Company approved the settlement of the vested Share Units to be redeemed for 50,000 Common Shares in the capital of the Company on August 28, 2025 (the effective settlement date of the issuance of the common shares).
(8) August 13, 2024, David Guebert was granted 396,000 Share Units, vesting in three equal installments of 132,000 on each of the first, second, and third anniversaries of the grant date. The Board of Directors of the Company approved the settlement of the vested Share Units to be redeemed for 132,000 Common Shares in the capital of the Company on August 28, 2025 (the effective settlement date of the issuance of the common shares). Of the 396,000 Shares Units granted, 264,000 Share Units remain unvested.
(9) On August 31, 2022, Nitin Kaushal was granted 396,000 Share Units, vesting in three equal installments of 132,000 on each of the first, second, and third anniversaries of the grant date. The Board of Directors of the Company approved the settlement of the remaining vested Share Units to be redeemed for 132,000 Common Shares in the capital of the Company on September 15, 2025 (the effective settlement date of the issuance of the common shares). Of the 396,000 Shares Units granted, no Share Units remain unvested.
(10) On August 31, 2022, Scott Sinclair was granted 396,000 Share Units, vesting in three equal installments of 132,000 on each of the first, second, and third anniversaries of the grant date. The Board of Directors of the Company approved the settlement of the remaining vested Share Units to be redeemed for 132,000 Common Shares in the capital of the Company on September 15, 2025 (the effective settlement date of the issuance of the common shares). Of the 396,000 Shares Units granted, no Share Units remain unvested.
(11) On August 31, 2022, 1000307578 Ontario Inc., a private company owned 100% by Amy ter Haar, was granted 396,000 Share Units, vesting in three equal installments of 132,000 on each of the first, second, and third anniversaries of the grant date. The Board of Directors of the Company approved the settlement of the remaining vested Share Units to be redeemed for 132,000 Common Shares in the capital of the Company on September 15, 2025 (the effective settlement date of the issuance of the common shares). Of the 396,000 Shares Units granted, no Share Units remain unvested.

Omnibus Share Incentive Plan

For a description of the material terms of the Share Incentive Plan, see discussion under the heading "*Approval of Omnibus Share Incentive Plan – Summary of the Omnibus Share Incentive Plan*".

Employment, Consulting and Management Agreements

During the year ended December 31, 2025, compensation was provided or is payable in respect of services provided to the Company or any of its subsidiaries that were performed by a director or Named Executive Officer or performed by any other party but are services typically provided by a director or a Named Executive Officer under the following agreements or arrangement:

Barret Reykdal, Co-Chief Executive Officer (North America), and Director

Barret Reykdal was appointed Chief Executive Officer of the Company on August 31, 2022 and served in that capacity until August 22, 2023. From August 23, 2023 to April 10, 2025, he served as Co-Chief Executive Officer, Financial Services and EP Homes. On April 10, 2025, Barret Reykdal was appointed Co-Chief Executive Officer, RCM (North America) and continues to serve in that role. Barret Reykdal was appointed to the Board of Directors on August 31, 2022 and continues to serve as a director. Barret Reykdal does not receive director fees for his service as a director of the Company.

Pursuant to an independent contractor agreement dated October 1, 2021 (the "**Reykdal Agreement**") between the Company and Dettifoss Investments Inc., acting through Barret Reykdal, the Company retained Barret Reykdal to provide

Chief Executive Officer services to Company and its wholly-owned subsidiaries. Pursuant to the Reykdal Agreement the Company agreed to pay a fee of $30,000 per month, plus applicable taxes. The Reykdal Agreement expired on October 1, 2023 in accordance with its terms. Following expiry Barret Reykdal continued to provide executive officer services to the Company and its subsidiaries on a verbal contractor arrangement, on substantially the same terms and conditions as the Reykdal Agreement.

Effective January 1, 2023, Barret Reykdal agreed to reduce his compensation to a nominal fee of $1.00 per quarter until the Company achieves net profit before tax. For the year ended December 31, 2024, Barret Reykdal voluntarily waived his salary in its entirety and did not receive any compensation for his services as an executive officer of the Company. For the year ended December 31, 2025, Barret Reykdal provided Co-Chief Executive Officer (North America) services to the Company and received total compensation of $283,500 for that financial year. For further discussion, see "Compensation of Executive Officers and Directors."

Effective January 1, 2026, the compensation payable to Barret Reykdal was amended to an annual base salary of $500,000, plus applicable taxes for his services to the Company as Co-Chief Executive Officer (North America). Any bonus paid to Barret Reykdal, in addition to the base salary, shall be determined at the sole discretion of the Company. Barret Reykdal is also eligible to participate in any stock option program offered by the Company.

During the term of the Reykdal Agreement and for a period of 12 months after the termination of the Reykdal Agreement, for any reason, Barret Reykdal will not, either individually or in partnership or jointly or in conjunction with any other person, as principal, agent, consultant, contractor, company, employee or in any other manner, directly or indirectly, hire or offer to hire or entice away or in any other manner persuade or attempt to persuade any officer, employee or agent of the Company or its subsidiaries to discontinue or alter any one of their relationships with the Company. Additionally, during such period, Barret Reykdal will not, either individually or in partnership or jointly or in conjunction with any other person, as principal, agent, consultant, contractor, company, employee or in any other manner, directly or indirectly, approach or solicit any suppliers, customers or clients of the Company in order to attempt to cause any such suppliers, customers or clients not to do business with the Company, or instead do business with a company, individual or other enterprise which competes with the business of the Company. The Reykdal Agreement also contains standard confidentiality provisions.

<u>Gordon Reykdal, Former Executive Chairman, Senior Advisor and Director</u>

On July 1, 2021, EPF engaged EAM, a principal securityholder, to provide advisory services through Gordon Reykdal for $25,000 per month plus applicable GST for a term of one year from July 1, 2021, and an additional one year upon mutual agreement, pursuant to an advisory services agreement ("**Advisory Services Agreement**").

On November 1, 2022, the Company entered into an independent contractor agreement (the "**Independent Contractor Agreement**") with the Company whereby Gordon Reykdal would provide consulting services to the Company, as Chief Strategy Officer under the direction of the Chief Executive Officer and Chairman of the Board of the Company, for a term of one year from November 1, 2022, for $25,000 per month plus applicable GST (the "**Consultancy Fee**"). This Independent Contractor Agreement superseded the Advisory Services Agreement. Any success fee paid to Gordon Reykdal for the successful provision of the services under the Independent Contractor Agreement, in addition to the Consultancy Fee, shall be determined at the sole discretion of the Company.

Gordon Reykdal was appointed as a director and Executive Chairman of the Company on March 31, 2023. Effective April 15, 2026, Mr. Reykdal transitioned from his role as Executive Chairman to serve as a Senior Advisor to the Company, while continuing to act as a director.

Effective January 1, 2026, the compensation payable to Gordon Reykdal was amended to an annual base salary of $600,000, plus applicable taxes for his services to the Company as Senior Advisor.

As Senior Advisor Gordon Reykdal is also eligible to participate in any stock option program offered by the Company. The Independent Contractor Agreement may be terminated by the Company, at its option and without notice for cause including material breach of the provisions of the Independent Contractor Agreement by Gordon Reykdal, negligence in the course of Gordon Reykdal's performance of his services, and any actions on the part of Gordon Reykdal or his consultants which bring the Company into public disrepute, and by the Company, at its option and without cause, by providing one months' written notice, or by Gordon Reykdal, by providing the Company one months' written notice. The Independent Contractor Agreement also contains standard confidentiality provisions.

Effective January 1, 2023, Gordon Reykdal agreed to a quarterly compensation of $1.00 until the Company achieves net profit before tax, excluding acquisition costs, share-based compensation, depreciation and amortization. Effective January 1, 2024 through to December 31, 2025, Gordon Reykdal voluntarily waived his salary. For further discussion see "*Compensation of Executive Officers and Directors*".

Dil Boparai, Chief Financial Officer

The Company appointed Dil Boparai as Chief Financial Officer of the Company and its wholly-owned subsidiaries on May 3, 2024. Dil Boparai is a salaried employee of the Company and as of the date of this Circular he does not have a written employment agreement with the Company. Effective January 1, 2026, on recommendation of the Compensation and Human Resources committee, the Board approved an increase to Mr. Boparai's annual base salary to $250,000, payable bi-monthly. Mr. Boparai is eligible to participate in the Company's Share Incentive Plan, pursuant to which Share Units and Options may be granted to him as part of his overall compensation. Any discretionary bonus awarded to Dil Boparai, in addition to his salary, shall be determined at the sole discretion of the Company. Dil Boparai is not entitled to any contractual severance or termination payments; however, he would be entitled to notice or pay in lieu thereof in accordance with the Employment Standards Code (Alberta). In addition, under the terms of the Share Incentive Plan, unvested Share Units and Options granted to Dil Boparai may vest or become payable in certain circumstances, including upon a change of control of the Company.

Mayank Mahajan, Former Chief Financial Officer

Pursuant to an independent contractor agreement dated October 1, 2021 (the "**Mahajan Agreement**") between the Company and 12508257 Canada Inc., acting through Mayank Mahajan, the Company agreed to retain Mayank Mahajan for the purpose of providing Chief Financial Officer services to the Company and its wholly-owned subsidiaries, including Mayank Mahajan serving as the Company's Chief Financial Officer up to May 3, 2024. Pursuant to the Mahajan Agreement, the Company agreed to pay Mayank Mahajan a fee of $250,000 per year, plus applicable taxes, payable in monthly installments. Effective May 3, 2024, Mayank Mahajan resigned as Chief Financial Officer of the Company and was succeeded by Dil Boparai who was appointed as Chief Financial Officer of the Company.

Graham Rankin, Co-Chief Executive Officer (UK), Chairman of the Board, Director, and Chief Executive Officer of BPO

Pursuant to an employment agreement dated January 1, 2011 (the "**Rankin Employment Agreement**") between BPO and Graham Rankin, BPO retained Graham Rankin as the Chief Executive Officer of BPO. Graham Rankin receive an annual base salary of £300,000 (approximately $550,500 CAD, based on the Bank of Canada exchange rate of $1.835 CAD per GBP as of January 1, 2026), payable in monthly instalments. Bonuses shall be paid at the discretion of management. Graham Rankin is also entitled to a contribution in the amount of £3,333.33 per month to his private pension fund, or the maximum allowance as per government guidelines (whichever is higher), and to a company car allowance of £20,000. In the event of termination of his employment, Graham Rankin is entitled to a notice period of 24 months or payment in lieu of such notice. During the notice period, Graham Rankin will continue to receive his normal salary and any contractual bonuses to which he is entitled. Graham Rankin is not permitted to undertake any other form of employment, whether paid or unpaid, during the notice period, without BPO's prior written consent. In the event of termination of his employment, Graham Rankin is entitled to holiday pay calculated on a pro-rata basis in respect of all annual holiday already accrued but not taken at the date of termination of employment. The Rankin Employment Agreement contains standard confidentiality provisions.

Tyler Hatch, Former Co-Chief Executive Officer, EP Financial Services

Tyler Hatch served the Company as Vice President of EP Homes from January 1, 2023 to December 31, 2023. Mr. Hatch was then appointed Chief Operating Officer, Financial Services and EP Homes effective January 1, 2024 to March 31, 2025, and then was appointed to Co-Chief Executive Officer, EP Financial Services, of the Company on March 31, 2025 to April 15, 2026. Tyler Hatch was paid $194,589 for his services as Chief Operating Officer, for the 12 months ended December 31, 2024. He was paid $165,771 for his services as Co-Chief Executive Officer and $82,885 for his services as Chief Operating Officer, for the 12 months ended December 31, 2025. Tyler Hatch is eligible to participate in the Company's Share Incentive Plan, pursuant to which Share Units and Options may be granted to him as part of his overall compensation. Any discretionary bonus awarded to Tyler Hatch, in addition to his salary, shall be determined at the sole discretion of the Company.

Alasdair Skeoch, Chief Operating Officer RCM

The Company appointed Alasdair Skeoch as Chief Operating Officer RCM of the Company and its wholly-owned subsidiaries on July 19, 2024. Pursuant to an employment agreement dated May 1, 2023 (the "**Employment Agreement**") with BPO, Alasdair Skeoch is entitled to receive an annual salary of £154,496. Bonuses shall be paid at the discretion of management. In the event of termination of his employment, Alasdair Skeoch is entitled to a notice period of 12 months or payment in lieu of such notice. During the notice period, Alasdair Skeoch will continue to receive his normal salary and any contractual bonuses to which he is entitled. Alasdair Skeoch is not permitted to undertake any other form of employment, whether paid or unpaid, during the notice period, without BPO's prior written consent. In the event of termination of his employment, Alasdair Skeoch is entitled to holiday pay calculated on a pro-rata basis in respect of all annual holiday already accrued but not taken at the date of termination of employment. The Employment Agreement contains standard confidentiality provisions.

Oversight and Description of Director and Named Executive Officer Compensation

The Company's Compensation and Human Resources Committee consists of three independent directors. This committee is responsible for annually reviewing and recommending to the Board for approval the compensation of the Company's directors and senior officers. With respect to the senior officers (other than the Executive Chairman and the Co-Chief Executive Officers), the committee conducts its review in consultation with the Executive Chairman and the Co-Chief Executive Officers. The committee meets at least annually and may meet more frequently to evaluate compensation matters.

The Company's compensation philosophy for its executive officers is guided by three key principles: (1) to provide compensation packages that encourage and motivate performance; (2) to remain competitive with companies of similar size and scope in the same industry, in order to attract and retain talented executives; and (3) to align the interests of executive officers with the long-term interests of the Company and its shareholders through participation in the Company's Share Incentive Plan.

The Company's executive compensation program is comprised of fixed compensation, short-term incentive compensation, and long-term incentive compensation. Fixed compensation in the form of base salary or fees is designed to provide income certainty and support executive retention. Salary levels are assessed based on current competitive market conditions, compensation within similarly situated companies, and factors specific to the executive, such as individual performance, role scope, and retention considerations.

In determining compensation amounts for executive officers, the Compensation and Human Resources Committee and the Board considers a range of factors, including experience, performance, tenure, contributions toward corporate objectives and financial results, and comparative employment opportunities. The committee and the Board review available market data from companies in comparable industries and of a similar size. While a specific benchmark is not targeted and no formal peer group is currently in use, the Company previously retained Meridian Compensation Partners to provide independent advice. Reports received included a "Review of Compensation Peer Group" (December 2022), a "Director Compensation Study" (September 2021), and a "CFO Benchmarking Analysis" (July 2021). These reports have informed compensation decisions in recent years. No external compensation consultants were engaged during the most recently completed financial year.

In addition to base salary, the Company may award executive officers short-term incentive compensation in the form of an annual bonuses, which may be awarded on a discretionary basis or in consideration of individual or Company performance. For example, the performance bonus of Graham Rankin, Chief Executive Officer of BPO, is tied to the performance of BPO and is evaluated at the end each financial year. Some of the key criteria considered are earnings before interest, taxes, depreciation and amortization and adjusted earnings before interest, taxes, depreciation and amortization. The performance bonus is awarded based on discretion of management.

Long-term incentive compensation may be awarded through the granting of Options and Share Units under the Company's Share Incentive Plan in order to align executive interests with those of shareholders. The number of Options and Share Units granted to Named Executive Officers is dependent based on the officer's level of responsibility, authority, and importance to the Company, as well as the significance of the officer's expected long-term contributions. Previous grants are taken into account when evaluating new awards.

Director compensation is reviewed by the Compensation and Human Resources Committee and approved by disinterested members of the Board. Directors may receive fixed annual retainers and, from time to time, may be granted equity-based compensation under the Share Incentive Plan. Director compensation is designed to attract and retain qualified individuals and reflects their responsibilities, time commitment, and contributions. Market data and internal comparisons are considered, but no formal peer benchmarking is currently used.

The Named Executive Officers of the Company for the purposes of this Circular are: Gordon Reykdal, Barret Reykdal, Graham Rankin, Tyler Hatch (former Co-Chief Executive Officer, Financial Services), Dil Boparai, and Alasdair Skeoch.

Compensation of Executive Officers and Directors

The senior executives and Board of the Company are committed to the Company achieving profitability to build shareholder value.

Each independent director, upon becoming a director of the Company, receives a one-time grant of 396,000 RSUs pursuant to the terms of the Share Incentive Plan, with such RSUs vesting on the basis of 132,000 RSUs vesting on the first anniversary of the grant date, a further 132,000 RSUs vesting on the second anniversary of the grant date, and the final 132,000 RSUs vesting on the third anniversary of the grant date.

Commencing January 1, 2023, the directors waived their compensation, not including RSU grants issued to them under the Share Incentive Plan, until the Company achieves profitability. For further discussion see "*Compensation of Executive Officers and Directors*". No compensation was paid to the directors during the 12 months ended December 31, 2023.

As of the date of this Circular an aggregate of $291,500 of compensation is still owed for director fees incurred during the year ended December 31, 2024. On January 8, 2026, the Company entered into debt settlement agreements with each of the independent directors, pursuant to which the Company agreed to settle the Debt Amount by issuing an aggregate of 435,075 Common Shares in the capital of the Company at a deemed price of $0.67 per Common Share, to be approved by disinterested Shareholders. For further discussion see "Compensation of Executive Officers and Directors".

Effective January 1, 2026, upon the recommendation of the Compensation and Human Resources Committee, the Board approved a revised compensation structure for the independent directors of the Company for the 2026 fiscal year. The approved compensation consists of annual base compensation of $100,000 for each independent director and equity compensation with a grant date value of $150,000 in Common Shares, subject to a one-year vesting period and the terms of the Company's omnibus share incentive plan. In addition, annual cash retainers were approved for committee chairs and the Lead Director as follows: $10,000 for the Chair of the Governance Committee, $15,000 for the Chair of the Compensation and Human Resources Committee, $30,000 for the Chair of the Audit Committee, and $10,000 for the Lead Director. The directors entitled to receive such compensation declared their interest in the matter and abstained from voting on the approval of the 2026 independent director compensation arrangements.

Directors' and Officers' Insurance and Indemnification

In the first quarter of the 2026 fiscal year, the Corporate Governance and Nominating committee reviewed the Company's directors' and officers' liability insurance policy (the "**D&O Policy**"). The Company renewed its D&O Policy for another term year. The D&O Policy provides coverage for all directors and officers of the Company, as well as for certain securities related claims against the Company. The aggregate limit of liability under the D&O Policy is US$5.0 million, with an additional US$2.5 million in excess coverage for directors, applicable for defense costs only. The D&O Policy includes a deductible applicable to claims involving Company indemnification and to securities claims brought directly against the Company. Under the terms of the D&O Policy, the Company is reimbursed for insured amounts it pays on behalf of its directors and officers pursuant to indemnification obligations, subject to applicable deductibles. Excluded from insurance coverage are illegal acts, acts which result in personal profit and certain other acts.

The Company has entered into indemnification agreements with each of its directors and officers. These agreements provide that the Company will, to the fullest extent permitted by applicable law, indemnify such individuals against all costs, charges, and expenses reasonably incurred in respect of any action or suit against them to which they are made a party by reason of their role with the Company or any of its subsidiaries, subject to customary limitations prescribed by applicable law.

Pension Disclosure

The Company does not have a defined benefit or defined contribution pension plan for any of its Named Executive Officers or directors, with the exception of Graham Rankin, the Co-Chief Executive Officer of RCM (UK), and Chief Executive Officer of BPO, an indirect wholly-owned subsidiary of the Company.

For the financial year ended December 31, 2025, BPO made contributions of $119,730 (£65,000 GBP) to Graham Rankin's private pension fund in the UK, in accordance with the terms of his employment agreement with BPO. The contributions were not made under a Company sponsored registered plan, and the Company has no ongoing obligations beyond those contributions. No other Named Executive Officer or director participates in a pension or retirement plan sponsored by the Company or any of its subsidiaries.

For further details, see "*Table of Compensation Excluding Compensation Securities*" above.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

17. Aggregate Indebtedness

The table below sets forth the aggregate indebtedness outstanding as at May 24, 2026, being a date within 30 days of this Circular, of all executive officers, directors, employees and former executive officers, directors and employees of the Company or any of its subsidiaries entered into in connection with a purchase of securities and all other indebtedness, where the indebtedness is to the Company or any of its subsidiaries, or to another entity where the indebtedness is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries.

Aggregate Indebtedness ($)		
Purpose	**To the Company or its Subsidiaries**	**To Another Entity**
Share Purchases	Nil	Nil
Other	$526,394 [(1)]	Nil

Note:
(1) Of the $526,394 referenced above, $526,394 was converted from United Kingdom pound sterling to Canadian dollars based on the Bank of Canada daily exchange rate of $1.8639 CAD (£282,415 GBP) as at May 25, 2026, the next banking business day after May 24, 2026.

18. Indebtedness of Directors and Executive Officers Under Securities Purchase and Other Programs

The table below sets forth each individual who is, or at any time during the most recently completed financial year was, a director or executive officer of the Company, each proposed nominee for election as a director of the Company, and each associate of any such director, executive officer or proposed nominee, who is, or at any time since the beginning of the most recently completed financial year of the Company has been, indebted to the Company or any of its subsidiaries, or indebted to another entity, where such indebtedness is, or at any time since the beginning of the most recently completed financial year has been, the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries, pursuant to a security purchase program of the Company or otherwise.

Indebtedness of Directors and Executive Officers Under Securities Purchase and Other Programs						
Name and Principal Position	**Involvement of Company or Subsidiary**	**Largest Amount Outstanding During the Financial Year Ended December 31, 2025 ($)**	**Amount Outstanding as at May 24, 2026 ($)**	**Financially Assisted Securities Purchases During the Financial Year Ended December 31, 2025 (#)**	**Security for Indebtedness**	**Amount Forgiven During the Financial Year Ended December 31, 2025 ($)**
Securities Purchase Programs						
N/A						
Other Programs						
Graham Rankin(1) Co-Chief Executive Officer (UK), and Chief Executive Officer of BPO	BPO, a subsidiary of the Company, is the lender	620,751(1)	526,394(1)	Nil	Nil	Nil

Notes:

(1) Represents a personal loan to Graham Rankin. The loan is unsecured, does not bear interest, has no terms to maturity and is payable on demand.

AUDIT COMMITTEE

Under National Instrument 52-110 - *Audit Committees* ("**NI 52-110**"), the Company is required to include in this Circular the disclosure required under Form 52-110F2 with respect to the audit committee (the "**Audit Committee**") of the Board.

19. The Audit Committee's Charter

The full text of the charter of the Audit Committee is attached to this Circular as Schedule B.

20. Composition of the Audit Committee

The members of the Audit Committee include the following three directors, all of whom are "independent" and "financially literate" within the meaning of NI 52-110. The Company is a "venture issuer" for the purposes of NI 52-110. As such, the Company is exempt from the requirement to have the Audit Committee comprised entirely of independent members. The members of the Audit Committee shall be appointed annually, at the first board of directors meeting following this Meeting of its Shareholders. The Board of Directors of the Company will fill vacancies in the Audit Committee by appointment from among the Board of Directors.

Name of Audit Committee Member	Independence(1)	Financial Literacy(2)
Nitin Kaushal (*Chair of the Audit Committee*)	Independent	Financially Literate
David Guebert (3)	Independent	Financially Literate
Scott Sinclair	Independent	Financially Literate

Notes:

(1) A member of the Audit Committee is independent if he or she has no direct or indirect "material relationship" with the Company. A "material relationship" is a relationship which could, in the view of the Board, be reasonably expected to interfere with the exercise of a member's independent judgment.

(2) A member of the Audit Committee is financially literate if he or she has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company's financial statements.

(3) David Guebert was appointed to the Company's Board of Directors on July 25, 2024.

21. Relevant Education and Experience

The following is a description of the education and experience of each member of the Audit Committee that is relevant to the performance of his or her responsibilities as an Audit Committee member and, in particular, any education or experience that would provide the member with:

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

Nitin Kaushal

Nitin Kaushal, CPA, CA, has 30 plus years of financial and investment experience and was a Managing Director, Corporate Finance at PwC Canada and has held other senior roles with Canadian investment banks as well as various roles within the private equity/venture capital industry. Nitin Kaushal has also served as the Chair of the audit committee for a number of public and private companies. He has participated in capital market transactions ranging from private placements, IPOs and bought deal underwritings in excess of $2 billion and has been involved in over 40 M&A, strategic advisory and licensing assignments for a range of companies. Nitin Kaushal sits on the boards of numerous public and private companies. Nitin Kaushal obtained his Chartered Accountant designation from PwC in 1989. Nitin Kaushal also holds a Bachelor of Science (Chemistry) degree from the University of Toronto. His education and experience provide him with the ability to understand and assess the accounting principles used by the Company and serve as Chair of the Audit Committee.

David Guebert

David Guebert, CPA, CA, has 40 plus years of experience in finance and accounting across both public and private sectors. He has served as Chief Financial Officer of public and private companies in the energy and technology industries. Currently he also serves as director of Legend Power Systems Inc. and effective May 1, 2026 he was appointed as a director of Fincard Financial Services Inc. He earned his Bachelor of Commerce degree from the University of Saskatchewan and holds a Chartered Professional Accountant (CA) designation in Alberta and was certified as a Certified Public Accountant (CPA) designation in Pennsylvania. He also has an ICD.D designation from the Institute of Corporate Directors. His education and experience provide him with the ability to understand and assess accounting principles used by the Company and serve as a member of the Audit Committee.

Scott Sinclair

Scott Sinclair holds a BSc Business Administration from the University of Arizona. Scott Sinclair worked as an investment advisor for Canaccord Genuity for 20 plus years and then at Leede Jones Gable from 2016 to 2018 as an investment advisor. He is a director of Galaxy Ventures Inc. and effective May 1, 2026 he was appointed as a director of Fincard Financial Services Inc. He has participated in many initial public offerings, secondary financings and private placements in diverse industries. Scott Sinclair has over 25 years of experience in venture financing with high-net-worth individuals, corporations and institutional clients. His education and experience provide him with the ability to understand and assess accounting principles used by the Company and serve as a member of the Audit Committee.

22. Audit Committee Oversight

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

23. Reliance on Certain Exemptions

At no time since the commencement of the Company's most recently completed financial year has the Company relied on the exemption in Section 2.4 of NI 52-110 (*De Minimis Non-audit Services*), the exemption in Subsection 6.1.1(4) (*Circumstance Affecting the Business or Operations of the Venture Issuer*), the exemption in Subsection 6.1.1(5) (*Events Outside Control of Member*), the exemption in Subsection 6.1.1(6) (*Death, Incapacity or Resignation*), or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110 (*Exemption*).

24. Pre-Approval Policies and Procedures

In accordance with the charter of the Audit Committee, the Audit Committee is required to pre-approve all non-audit services not prohibited by law to be provided by the Company's external auditor. The authority to grant pre-approvals may be delegated to one or more designated members of the Audit Committee, whose decisions are presented to the full Audit Committee at its next scheduled meeting following such pre-approval. The Audit Committee is required to review the fees paid by the Company to the Company's external auditor and any other professionals in respect of non-audit services on an annual basis.

25. External Auditor Service Fees (By Category)

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

Nature of Services	For the financial year ended December 31, 2025	For the financial year ended December 31, 2024
Audit Fees(1)	$600,000	$775,000
Audit-Related Fees(2)	Nil	Nil
Tax Fees(3)	$29,100	$72,000
All Other Fees(4)	Nil	Nil
Total	$629,100	$847,000

Notes:

(1) Includes aggregate fees billed or accrued for professional services rendered by the Company's external auditor for the audit of the Company's annual financial statements, and any reviews of the Company's unaudited interim financial statements.

(2) Includes aggregate fees billed for assurance and related services rendered by the Company's external auditor that are reasonably related to the performance of the audit or review of the Company's financial statements consisting of employee benefit audits, due diligence assistance, accounting consultations on proposed transactions, internal control reviews, review of subsidiary financials, and audit or attestation services not required by legislation or regulation.

(3) Includes aggregate fees billed for all tax services other than those included in "Audit Fees" and "Audit-Related Fees". This category includes fees for tax compliance, tax planning and tax advice. Tax planning and tax advice includes assistance with tax audits and appeals, tax advice related to mergers and acquisitions, and requests for rulings or technical advice from tax authorities.

(4) No other fees were billed by the auditor of the Company other than those listed in the other categories.

26. Exemption

Pursuant to Section 6.1 of National Instrument 52-110 – *Audit Committees*, the Company is exempt from the requirements of Part 3 (*Composition of the Audit Committee*) and Part 5 (*Reporting Obligations*) of NI 52-110 by virtue of being a venture issuer.

CORPORATE GOVERNANCE

The Board is committed to sound corporate governance practices, as such practices are both in the interests of the Company and Shareholders and help to contribute to effective and efficient decision-making. The Company is committed to maintaining a culture of integrity, diversity and ethical and sustainable business practices. Set out below is a description of the Company's corporate governance practices in accordance with National Instrument 58-101 – *Disclosure of Corporate Governance Practices* ("**NI 58-101**").

27. Board of Directors

Directors are considered to be independent if they have no direct or indirect material relationship with the Company. 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 is currently comprised of seven directors, the majority of whom are considered independent. David Guebert, Nitin Kaushal, Scott Sinclair and Amy ter Haar are considered to be independent of the Company for the purposes of NI 58-101. Gordon Reykdal is currently the Senior Advisor of the Company and director; Barret Reykdal is the Co-Chief Executive Officer (North America) of the Company and director; and Graham Rankin is the Co-Chief Executive Officer (UK) of the Company and Chairman of the Board, and accordingly are not considered to be independent of the Company for the purposes of NI 58-101.

The Board facilitates its exercise of independent supervision over management by causing the independent directors to take a lead role in ensuring that the Company is acting in its best interests. Moreover, the independent directors of the Company meet independently on an informal basis without members of management present in order to discuss the business of the Company.

Additionally, the Company's Board Mandate provides for the appointment of an Independent Lead Director in circumstances in which the Chair of the Board is not considered independent under applicable laws in order to provide independent leadership to the Board. Where an Independent Lead Director is required, the Corporate Governance and Nominating Committee recommends a candidate for the position of Independent Lead Director from amongst the independent members of the Board. The Board is responsible for appointing the Independent Lead Director and approving the Independent Lead Director's remuneration. The Independent Lead Director provides independent leadership to the Board and facilitates the functioning of the Board independently of the senior officers and the Chair. Amy ter Haar was appointed Independent Lead Director of the Board on May 18, 2023 and is currently the Lead Director of the Board.

28. Majority Voting Policy

The Company has established a majority voting policy. Under the policy, in an uncontested election of directors of the Company, each director should be elected by the vote of a majority of the common shares represented in person or by proxy at any shareholders' meeting for the election of directors. Accordingly, if any nominee for director receives a greater number of votes "withheld" from his or her election than votes "for" such election, that director shall immediately tender his or her resignation to the Chair of the Board following the meeting. For the purposes of the majority voting policy, an "uncontested election" means an election where the number of nominees for director equals the number of directors to be elected.

The Corporate Governance and Nominating Committee shall consider the offer of resignation and recommend to the Board whether or not to accept it. Any director who tenders his or her resignation may not participate in any meeting of either the Corporate Governance and Nominating Committee or the Board at which the resignation is considered. In its deliberations, the Corporate Governance and Nominating Committee will consider any exceptional circumstances that would justify not accepting the resignation. The Corporate Governance and Nominating Committee is expected to recommend that the Board accept the resignation absent exceptional circumstances.

The Board shall render a decision as to whether or not to accept a resignation within 90 days following the applicable shareholders' meeting, after considering the circumstances considered by the Corporate Governance and Nominating Committee and any other circumstances that the Board considers relevant. The Board shall accept the resignation absent exceptional circumstances that would warrant the director continuing to serve on the Board. If such director's resignation is accepted by the Board, it will be effective immediately upon acceptance by the Board.

29. Directorships

The following directors of the Company are presently directors of the following other reporting issuers (or the equivalent in a foreign jurisdiction):

Name of Director	Other Reporting Issuers
David Guebert[(1)]	Legend Power Systems Inc.
Nitin Kaushal	Synergy CHC Corp. Viemed Healthcare, Inc.
Scott Sinclair[(1)]	Galaxy Ventures Inc.

Notes:

(1) Mr. Sinclair and Mr. Guebert were appointed directors of Fincard Financial Services Inc. on May 1, 2026. Fincard Financial Services Inc. is a private company and therefore not a reporting issuer. It is wholly owned by EAM Enterprises Inc., which is controlled by an individual related to Gordon Reykdal, Senior Advisor and a director of the Company. Accordingly, Fincard Financial Services Inc. is not included in the table above.

Barret Reykdal, Gordon Reykdal, Graham Rankin and Amy Ter Haar are not currently directors of any other reporting issuers (or the equivalent in a foreign jurisdiction).

30. Orientation and Continuing Education of Board Members

The Corporation has established an orientation process for new directors to support their effective integration and performance on the Board. Prior to being appointed, prospective directors are briefed by management on the Company's business model, operations, and strategic direction. Upon appointment, each new director receives a Director Onboarding Package, which includes a letter from the Executive Chairman, a Company overview, recent audited and interim financial statements with accompanying MD&A, the Mandate of the Board of Directors, and a schedule of upcoming Board and committee meetings.

Newly appointed directors are also provided with access to the Company's Board portal, which contains essential governance documents, including Articles, Bylaws, Board and Committee mandates, and corporate policies, as well as its Directors and Officers insurance policy. Directors are introduced to other members of the Board, informed of Committee structures and vacancies, and provided with biographies of current directors and executives.

The Company does not currently maintain a formal continuing education program for its directors. The Corporate Governance and Nominating Committee is responsible for facilitating opportunities for continuing education to directors to enable them to maintain and enhance their skills and to ensure that their knowledge of the business and affairs of the Company remains current. Directors are encouraged to consult with management, the Company's auditors, and external advisors to remain informed on the Company's developments and legal or regulatory changes. Directors have unrestricted access to the Company's records in the performance of their duties.

Between regular Board and Committee meetings, management provides its directors with strategic and financial updates from time to time to ensure they remain current with key developments affecting the Company.

31. Ethical Business Conduct

The Board of Directors has adopted a written *Code of Business Conduct and Ethics* (the "**Code**") that applies to all directors, officers, and employees of the Company and its subsidiaries. The Code sets out the ethical principles and standards that govern the conduct of those acting on behalf of the Company, including compliance with applicable laws and regulations, avoidance of conflicts of interest, protection and proper use of Company assets and confidential information, fair dealing, and reporting of unethical behavior.

Each person subject to the Code is required to review it, integrate its principles into their work, and acknowledge their understanding and commitment by signed certification. Any suspected violations must be reported to the Chief Financial Officer or the Audit Committee, and no person will be retaliated against for making a good faith report. Waivers of the

Code require full disclosure of the circumstances and must be approved by the Chief Financial Officer in the case of employees who are not directors or officers, or by the Audit Committee in the case of directors and officers. Any amendments to or waivers of the Code will be publicly disclosed as required by applicable securities laws.

Senior executive management is responsible for overseeing compliance with the Code and for reviewing the Code periodically to ensure it remains effective and appropriate.

The Code is available on the Company's website and may be accessed and downloaded at https://everydaypeoplefinancial.com/governance/. Alternatively, a copy of the Code may also be obtained upon request from the Corporate Secretary at the head office by emailing corporatesecretary@epfinancial.ca.

32. Nomination of Directors

The Company's Corporate Governance and Nominating Committee currently consists of three independent directors: David Guebert (Chair), Amy ter Haar and Scott Sinclair. The overall purpose of the Corporate Governance and Nominating Committee is to assist the Company and the Board in fulfilling their respective corporate governance responsibilities under applicable securities laws, instruments, rules and policies and regulatory requirements, to promote a culture of integrity throughout the Company, to review the composition of the Board and its committees, and to assist the Company in identifying and recommending new nominees for election to the Board. The members of the Corporate Governance and Nominating Committee shall be appointed annually, at the first board of directors meeting following this Meeting of its Shareholders. The Board of Directors of the Company will fill vacancies in the Corporate Governance and Nominating Committee by appointment from among the Board of Directors.

The Corporate Governance and Nominating Committee is responsible for identifying and recommending to the Company and the Board from time to time proposed nominees to be directors of the Company, based upon the following considerations: the competencies and skills necessary for the Board as a whole to possess, the competencies and skills necessary for each individual director to possess, the competencies and skills which each new nominee to the Board is expected to bring, and whether each proposed nominee to the Board will be able to devote sufficient time and resources to the Company. The Corporate Governance and Nominating Committee may consider candidates proposed by both shareholders and management, taking into consideration the skills, attributes and experience of potential candidates.

33. Compensation of Directors and Officers

The Company's Compensation and Human Resources Committee currently consists of three independent director members: Amy ter Haar (Chair), Nitin Kaushal and David Guebert. The overall purpose of the Compensation and Human Resources Committee is to assist the Board in setting director and senior officer compensation and to develop and submit to the Board recommendations with respect to other employee benefits considered advisable. The members of the Compensation and Human Resources Committee shall be appointed annually at the first board of directors meeting following this Meeting of its Shareholders. The Board of Directors of the Company will fill vacancies in the Compensation and Human Resources Committee by appointment from among the Board of Directors.

The Compensation and Human Resources Committee is responsible for annually reviewing and recommending to the Board for approval the remuneration of the directors and senior officers of the Company. With respect to the senior officers of the Company, such review is carried out in consultation with the Chairman of the Board, and the Co-Chief Executive Officers of the Company, other than the remuneration of the Co-Chief Executive Officers. See the discussion under the heading "Executive Compensation" for further information.

34. Other Board Committees

The Board has no committees other than the Audit Committee, the Compensation and Human Resources Committee, and the Corporate Governance and Nominating Committee.

35. Assessments

To date, the Corporate Governance and Nominating Committee has not instituted any formal process in order to satisfy itself that the Board, its committees and its individual directors are performing effectively. The Board monitors the adequacy of information given to directors, communications between the Board and management, and the strategic direction and processes of the Board and its committees.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

36. Equity Compensation Plan Information

The following table sets forth, as of December 31, 2025, information concerning securities authorized for issuance under equity compensation plans of the Company.

Equity Compensation Plans			
Plan Category	**Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights**	**Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights**	**Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans**
Equity compensation plans approved by securityholders(1)	3,051,500(2)	$0.80(3)	9,868,664(4)
Equity compensation plans not approved by securityholders	Nil	N/A	N/A
Total	3,051,500	**$0. 80**	9,868,664(5)

Notes:

(1) As of the date of this Circular, the Share Incentive Plan is the only equity compensation plan available to the Company, which was last approved by disinterested Shareholders on September 29, 2025.

(2) Includes 1,703,000 Common Shares issuable upon exercise of outstanding Options, and 1,321,500 Common Shares issuable upon vesting of outstanding RSUs, in each case as of December 31, 2025.

(3) Reflects weighted-average exercise price of outstanding Options only.

(4) Calculated based on 129,201,636 Common Shares issued and outstanding as of December 31, 2025.

(5) The maximum number of Common Shares reserved for issuance under the Share Incentive Plan, including pursuant to the exercise of Options, is equal to 10% of the Company's outstanding Common Shares from time to time, less the number of Common Shares reserved for issuance pursuant to other share compensation arrangements of the Company and the fixed maximum of 5,000,000 Common Shares reserved for settlement of Restricted Share Units and Deferred Share Units. Accordingly, the number of Common Shares available for issuance under the Share Incentive Plan will automatically increase or decrease as the Company's issued and outstanding Common Share capital changes.

For a summary of the material features of the Share Incentive Plan of the Company, see "*Matters to be Considered and Acted Upon at the Meeting – Approval of Omnibus Share Incentive Plan*" disclosed herein.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as otherwise disclosed herein, no informed person (as that term is defined in NI 51-102) of the Company, no person proposed to be nominated for election as a director of the Company, nor any associate or affiliate of any of them, has or has had any material interest, direct or indirect, in any transaction since the commencement of the Company's last completed financial year, or in any proposed transaction, which has materially affected or is reasonably expected to materially affect the Company or any of its subsidiaries.

MANAGEMENT CONTRACTS

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

OTHER BUSINESS

Management is not aware of any matter to come before the Meeting, other than those set forth in the Notice of Meeting. **If any other matter properly comes before the Meeting, it is the intention of the persons named in the form of proxy to vote the Common Shares represented thereby in accordance with their best judgment on such matter.**

ADDITIONAL INFORMATION

Financial information is provided in the Company's audited consolidated financial statements and accompanying managements' discussion and analysis ("**MD&A**") for the year ended December 31, 2025, and the year ended December 31, 2024. Copies of the Meeting materials, including the Company's financial statements for the year ended December 31, 2025, together with the auditors' report thereon, and accompanying MD&A, and the Company's interim condensed consolidated financial statements for the three months ended March 31, 2026, and accompanying interim MD&A's, and this Circular, are available upon written request by contacting our transfer agent, Odyssey Trust Company, via www.odysseycontact.com or by phone at 1-888-290-1175 (toll-free within North America) or 1-587-885-0960 (direct from outside North America). These documents and additional information relating to the Company are available on the SEDAR+ website at www.sedarplus.ca.

APPROVAL

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

DATED this 23rd day of June 2026.

BY ORDER OF THE BOARD OF DIRECTORS OF EVERYDAY PEOPLE FINANCIAL CORP.

(signed) *"Graham Rankin"*

Graham Rankin
Chairman of the Board

SCHEDULE A
OMNIBUS SHARE INCENTIVE PLAN

See attached.

EVERYDAY PEOPLE FINANCIAL CORP.

OMNIBUS SHARE INCENTIVE PLAN

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EVERYDAY PEOPLE FINANCIAL CORP.

OMNIBUS SHARE INCENTIVE PLAN

Everyday People Financial Corp. (the "**Corporation**") hereby establishes an omnibus share incentive plan for certain qualified directors, executive officers, employees and consultants of the Corporation or any of its Subsidiaries (as defined herein).

ARTICLE 1
INTERPRETATION

1.1 Definitions

Where used herein or in any amendments hereto or in any communication required or permitted to be given hereunder, the following terms shall have the following meanings, respectively, unless the context otherwise requires:

"**Account**" means a notional account maintained for each Participant on the books of the Corporation which will be credited with Share Units or DSUs, as applicable, in accordance with the terms of this Plan;

"**Affiliate**" has the meaning ascribed thereto in the *Securities Act* (Alberta), as amended, supplemented or replaced from time to time;

"**Award**" means any of an Option, Share Unit or DSU granted pursuant to, or otherwise governed by, the Plan;

"**Award Agreement**" means an agreement evidencing the grant to a Participant of an Award, including an Option Agreement, a Share Unit Agreement, a DSU Agreement, an Employment Agreement or a Consulting Agreement;

"**Blackout Period**" means a period during which the Corporation prohibits Participants from trading securities of the Corporation which is formally imposed by the Corporation pursuant to its internal trading policies (which, for greater certainty, does not include a period during which a Participant or the Corporation is subject to a cease trade order (or similar order under securities laws) in respect of the Corporation's securities);

"**Blackout Period Expiry Date**" means the date on which a Blackout Period expires;

"**Board**" means the board of directors of the Corporation as constituted from time to time;

"**Business Day**" means a day, other than a Saturday, Sunday or statutory holiday, when Canadian chartered banks are generally open for business in Edmonton, Alberta for the transaction of banking business;

"**Canadian Participant**" means a Participant who is a resident of Canada and/or who is granted an Award in respect of, or by virtue of, employment services rendered in Canada, provided that, for greater certainty, a Participant may be both a Canadian Participant and a U.S. Taxpayer;

"**Cause**" has the meaning ascribed thereto in Section 6.2(1) hereof;

"**Change of Control**" means, unless the Board determines otherwise, the happening, in a single transaction or in a series of related transactions, of any of the following events:

(a) any transaction (other than a transaction described in paragraph (b) below) pursuant to which any Person or group of Persons acting jointly or in concert acquires the direct or indirect beneficial ownership of securities of the Corporation representing 50% or more of the aggregate voting power of all of the Corporation's then issued and outstanding securities entitled to vote in the election of directors of the Corporation, other than any such acquisition that occurs upon the exercise or settlement of options or other securities granted by the Corporation under any of the Corporation's equity incentive plans;

(b) there is consummated an arrangement, amalgamation, merger, consolidation or similar transaction involving (directly or indirectly) the Corporation and, immediately after the consummation of such arrangement, amalgamation, merger, consolidation or similar transaction, the shareholders of the Corporation immediately prior thereto do not beneficially own, directly or indirectly, either (i) outstanding voting securities representing more than 50% of the combined outstanding voting power of the surviving or resulting entity in such amalgamation, merger, consolidation or similar transaction or (ii) more than 50% of the combined outstanding voting power of the parent of the surviving or resulting entity in such arrangement, amalgamation, merger, consolidation or similar transaction, in each case in substantially the same proportions as their beneficial ownership of the outstanding voting securities of the Corporation immediately prior to such transaction;

(c) the sale, lease, exchange, license or other disposition of assets, rights or properties of the Corporation or any of its Subsidiaries which have an aggregate book value greater than 50% of the book value of the assets, rights and properties of the Corporation and its Subsidiaries on a consolidated basis to any other Person, other than a disposition to a wholly-owned Subsidiary of the Corporation in the course of a reorganization of the assets of the Corporation and its wholly-owned Subsidiaries;

(d) the passing of a resolution by the Board or shareholders of the Corporation to substantially liquidate the assets of the Corporation or wind up the Corporation's business or significantly rearrange its affairs or the commencement of proceedings for such a liquidation, winding-up or re-arrangement (except where such re-arrangement is part of a *bona fide* reorganization of the Corporation in circumstances where the business of the Corporation is continued and the shareholdings remain substantially the same following the re-arrangement); or

(e) individuals who, immediately prior to a particular time, are members of the Board (the "**Incumbent Board**") cease for any reason to constitute at least a majority of the members of the Board immediately following such time; provided, however, that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member will, for purposes of this Plan, be considered as a member of the Incumbent Board;

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended from time to time and the Treasury Regulations promulgated thereunder;

"**Code Section 409A**" means Section 409A of the Code and applicable regulations and guidance issued thereunder;

"**Consultant**" means an individual (other than an employee, executive officer or director of the Corporation or a Subsidiary) or company that: (a) is engaged to provide on an ongoing *bona fide* basis, consulting, technical, management or other services to the Corporation or to a Subsidiary, other than services provided in relation to a distribution; (b) provides the services under a written contract between the Corporation or the Subsidiary and the individual or company, as the case may be; (c) in the reasonable opinion of the Corporation, spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or a Subsidiary; and (d) has a relationship with the Corporation or a Subsidiary that enables the individual to be knowledgeable about the business and affairs of the Corporation;

"**Consulting Agreement**" means any written consulting agreement between the Corporation or a Subsidiary and a Participant who is a Consultant;

"**Designated Broker**" means a broker who is independent of, and deals at arm's length with, the Corporation and its Subsidiaries and is designated by the Corporation;

"**Dividend Equivalent**" means additional Share Units or DSUs credited to a Participant's Account as a dividend equivalent pursuant to Section 4.7 or Section 5.6, respectively;

"**DSU**" means a deferred share unit, which is a right awarded to a Participant to receive a payment as provided in Article 5 hereof and subject to the terms and conditions of this Plan;

"**DSU Agreement**" means a written agreement between the Corporation and a Participant evidencing the grant of DSUs and the terms and conditions thereof, a form of which is attached hereto as Exhibit "D";

"**DSU Redemption Date**" means, with respect to a particular DSU, the date on which such DSU is redeemed in accordance with the provisions of this Plan;

"**Eligible Participant**" means: (a) in respect of a grant of Options, any director, executive officer, employee or Consultant of the Corporation or any of its Subsidiaries, (b) in respect of a grant of Share Units, any director, executive officer, employee or Consultant of the Corporation or any of its Subsidiaries other than Persons retained to provide Investor Relations Activities, and (c) in respect of a grant of DSUs, any Non-Employee Director other than Persons retained to provide Investor Relations Activities;

"**Employment Agreement**" means, with respect to any Participant, any written employment agreement between the Corporation or a Subsidiary and such Participant;

"**Exchange**" means the TSXV or, if the Shares are not listed and posted for trading on the TSXV at a particular date, such other stock exchange or trading platform upon which the Shares are listed and posted for trading and which has been designated by the Board;

"**Exercise Notice**" means a notice in writing signed by a Participant and stating the Participant's intention to exercise a particular Option, if applicable;

"**Insider**" has the meaning ascribed thereto in section 1.2 of Policy 1.1 – *Interpretation* of the Corporate Finance Manual of the TSXV;

"**Investor Relations Activities**" has the meaning ascribed thereto in section 1.2 of Policy 1.1 – *Interpretation* of the Corporate Finance Manual of the TSXV;

"**ITA**" means the *Income Tax Act* (Canada), as amended from time to time;

"**ITA Regulations**" means the regulations promulgated under the ITA, as amended from time to time;

"**Market Value of a Share**" means, with respect to any particular date as of which the Market Value of a Share is required to be determined, (a) if the Shares are then listed on the TSXV, the closing price of the Shares on the TSXV on the last Trading Day prior to such particular date; (b) if the Shares are not then listed on the TSXV, the closing price of the Shares on any other stock exchange on which the Shares are then listed (and, if more than one, then using the stock exchange on which a majority of trading in the Shares occurs) on the last Trading Day prior to such particular date; or (c) if the Shares are not then listed on any stock exchange, the value as is determined solely by the Board, acting reasonably and in good faith, and such determination shall be conclusive and binding on all Persons;

"**Non-Employee Director**" means a member of the Board who is not otherwise an employee or executive officer of the Corporation or a Subsidiary;

"**Option**" means an option granted by the Corporation to a Participant entitling such Participant to acquire a designated number of Shares from treasury at the Option Price;

"**Option Agreement**" means a written agreement between the Corporation and a Participant evidencing the grant of Options and the terms and conditions thereof, a form of which is attached hereto as Exhibit "A";

"**Option Price**" has the meaning ascribed thereto in Section 3.2(1) hereof;

"**Option Term**" has the meaning ascribed thereto in Section 3.4 hereof;

"**Outstanding Issue**" means the number of Shares that are issued and outstanding as at a specified time, on a non-diluted basis;

"**Participant**" means any Eligible Participant that is granted one or more Awards under the Plan;

"**Performance Criteria**" means specified criteria, other than the mere continuation of employment or the mere passage of time, the satisfaction of which is a condition for the grant, exercisability, vesting or full enjoyment of an Option or Share Unit;

"**Performance Period**" means the period determined by the Board at the time any Option or Share Unit is granted or at any time thereafter during which any Performance Criteria and any other vesting conditions specified by the Board with respect to such Option or Share Unit are to be measured;

"**Person**" means an individual, corporation, company, cooperative, partnership, trust, unincorporated association, entity with juridical personality or governmental authority or body, and pronouns which refer to a Person shall have a similarly extended meaning;

"**Plan**" means this Omnibus Share Incentive Plan, including the exhibits hereto, as amended or amended and restated from time to time;

"**Redemption Date**" has the meaning ascribed thereto in Section 4.5(1) hereof;

"**Reserved Amount**" has the meaning ascribed thereto in Section 2.4(1)(c) hereof;

"**Restriction Period**" means, with respect to a particular grant of Share Units, the period between the date of grant of such Share Units and the latest Vesting Date in respect of any portion of such Share Units;

"**SEC**" means the U.S. Securities and Exchange Commission;

"**Separation from Service**" has the meaning ascribed to it under Code Section 409A;

"**Share Compensation Arrangement**" means any stock option, stock option plan, employee stock purchase plan, long-term incentive plan or other compensation or incentive mechanism involving the issuance or potential issuance of Shares from treasury, including a share purchase from treasury by a full-time employee, officer, director, Insider or Consultant which is financially assisted by the Corporation or a Subsidiary by way of a loan, guarantee or otherwise, subject to prior Exchange acceptance;

"**Share Unit**" means a right awarded to a Participant to receive a payment as provided in Article 4 hereof and subject to the terms and conditions of this Plan;

"**Share Unit Agreement**" means a written agreement between the Corporation and a Participant evidencing the grant of Share Units and the terms and conditions thereof, a form of which is attached hereto as Exhibit "C";

"**Share Unit Outside Expiry Date**" has the meaning ascribed thereto in Section 4.5(4) hereof;

"**Shares**" means the common shares in the capital of the Corporation;

"**Subsidiary**" means a corporation, company or partnership that is controlled, directly or indirectly, by the Corporation;

"**Termination Date**" means (a) in the event of a Participant's resignation, the date on which such Participant ceases to be a director, executive officer, employee or Consultant of the Corporation or one of its Subsidiaries, (b) in the event of the termination of a Participant's employment, or position as director or executive officer of the Corporation or a Subsidiary, or Consultant, the effective date of the termination as specified in the notice of termination provided to the Participant by the Corporation or the Subsidiary, as the case may be, and (c) in the event of a Participant's death, the date of death, provided that, in all cases, in applying the provisions of this Plan to DSUs granted to a Canadian Participant, the "Termination Date" shall be the latest date on which the Participant is neither a director, executive officer or employee of the Corporation or of any affiliate of the Corporation (where "affiliate" has the meaning ascribed thereto by the Canada Revenue Agency for the purposes of paragraph 6801(d) of the ITA Regulations);

"**Termination of Service**" means that a Participant has ceased to be an Eligible Participant;

"**Trading Day**" means any day on which the TSXV or other applicable stock exchange is open for trading;

"**TSXV**" means the TSX Venture Exchange;

"**U.S.**" or "**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

"**U.S. Securities Act**" means the United States *Securities Act of 1933*, as amended;

"**U.S. Share Unit Outside Expiry Date**" has the meaning ascribed thereto in Section 4.1 hereof;

"**U.S. Taxpayer**" means a Participant who is a U.S. citizen, a U.S. permanent resident or other person who is subject to taxation on their income or in respect of Awards under the Code, provided that, for greater certainty, a Participant may be both a Canadian Participant and a U.S. Taxpayer; and

"**Vesting Date**" has the meaning ascribed thereto in Section 4.4 hereof.

1.2 Interpretation

(1) Whenever the Board is to exercise discretion or authority in the administration of the terms and conditions of this Plan, the term "discretion" or "authority" means the sole and absolute discretion or authority, as the case may be, of the Board.

(2) The provision of a table of contents, the division of this Plan into Articles, Sections and other subdivisions and the insertion of headings are for convenient reference only and do not affect the interpretation of this Plan.

(3) In this Plan, words importing the singular shall include the plural and vice versa and words importing any gender include any other gender.

(4) The words "including", "includes" and "include" and any derivatives of such words mean "including (or includes or include) without limitation".

(5) In this Plan, the expressions "Article", "Section" and other subdivision followed by a number mean and refer to the specified Article, Section or other subdivision of this Plan, respectively.

(6) Unless otherwise specified in the Participant's Award Agreement, all references to dollar amounts are to Canadian currency, and where any amount is required to be converted to or from a currency other than Canadian currency, such conversion shall be based on the exchange rate quoted by the Bank of Canada on the particular date.

(7) For purposes of this Plan, the legal representatives of a Participant shall only include the legal representative of the Participant's estate or will.

(8) If any action may be taken within, or any right or obligation is to expire at the end of, a period of days under this Plan, then the first day of the period is not counted, but the day of its expiry is counted.

ARTICLE 2
PURPOSE AND ADMINISTRATION OF THE PLAN; GRANTING OF AWARDS

2.1 Purpose of the Plan

The purpose of the Plan is to permit the Corporation to grant Awards to Eligible Participants, subject to certain conditions as hereinafter set forth, for the following purposes:

(a) to increase the interest in the Corporation's welfare of those Eligible Participants, who share responsibility for the management, growth and protection of the business of the Corporation or a Subsidiary;

(b) to provide an incentive to such Eligible Participants to continue their services for the Corporation or a Subsidiary and to encourage such Eligible Participants whose skills, performance and loyalty to the objectives and interests of the Corporation or a Subsidiary are necessary or essential to its success, image, reputation or activities;

(c) to reward Participants for their performance of services while working for the Corporation or a Subsidiary; and

(d) to provide a means through which the Corporation or a Subsidiary may attract and retain able Persons to enter its employment or service.

2.2 Implementation and Administration of the Plan

(1) The Plan shall be administered and interpreted by the Board or, if the Board by resolution so decides, by a committee appointed by the Board. If such committee is appointed for this purpose, all references to the "Board" herein will be deemed references to such committee. Nothing contained herein shall prevent the Board from adopting other or additional Share Compensation Arrangements or other compensation arrangements, subject to any required approval.

(2) Subject to Article 7 and any applicable rules of an Exchange, the Board may, from time to time, as it may deem expedient, adopt, amend and rescind rules and regulations or vary the terms of this Plan and/or any Award hereunder for carrying out the provisions and purposes of the Plan and/or to address tax or other requirements of any applicable jurisdiction.

(3) Subject to the provisions of this Plan, the Board is authorized, in its sole discretion, to make such determinations under, and such interpretations of, and take such steps and actions in connection with, the proper administration and operation of the Plan as it may deem necessary or advisable. The interpretation, administration, construction and application of the Plan and any provisions hereof made by the Board shall be final and binding on the Corporation, its Subsidiaries and all Eligible Participants.

(4) 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 taken or made in good faith in the administration, interpretation, construction or application of the Plan or any Award granted hereunder. Members of the Board, or any Person acting at the direction or on behalf of the Board, shall, to the extent permitted by law, be fully indemnified and protected by the Corporation with respect to any such action or determination.

(5) The Plan shall not in any way fetter, limit, obligate, restrict or constrain the Board with regard to the allotment or issuance of any Shares or any other securities in the capital of the Corporation. For greater clarity, the Corporation shall not by virtue of this Plan be in any way restricted from declaring and paying stock dividends, repurchasing Shares or varying or amending its share capital or corporate structure.

2.3 Participation in this Plan

(1) The Corporation makes no representation or warranty as to the future market value of the Shares or with respect to any income tax matters affecting any Participant resulting from the grant, vesting, exercise or settlement of an Award or any transactions in the Shares or otherwise in respect of participation under the Plan. Neither the Corporation nor any of its directors, officers, employees, shareholders or agents shall be liable for anything done or omitted to be done by such Person or any other Person with respect to the price, time, quantity or other conditions and circumstances of the issuance of Shares hereunder, or in any other manner related to the Plan. For greater certainty, no amount will be paid to, or in respect of, a Participant (or any Person with whom the Participant does not deal at arm's length within the meaning of the ITA) under the Plan or pursuant to any other arrangement, and no additional Awards will be granted to such Participant (or any Person with whom the Participant does not deal at arm's length within the meaning of the ITA) to compensate for a downward fluctuation in the price of the Shares or any shares of the Corporation or of a related (within the meaning of the ITA) corporation, nor will any other form of benefit be conferred upon,

or in respect of, a Participant for such purpose. The Corporation and its Subsidiaries do not assume and shall not have responsibility for the income or other tax consequences resulting to any Participant and each Participant is advised to consult with his or her own tax advisors.

(2) Participants (and their legal representatives) shall have no legal or equitable right, claim or interest in any specific property or asset of the Corporation or any of its Subsidiaries. No asset of the Corporation or any of its Subsidiaries shall be held in any way as collateral security for the fulfillment of the obligations of the Corporation or any of its Subsidiaries under this Plan. Unless otherwise determined by the Board, this Plan shall be unfunded. To the extent any Participant or his or her estate holds any rights by virtue of a grant of Awards under this Plan, such rights (unless otherwise determined by the Board) shall be no greater than the rights of an unsecured creditor of the Corporation.

(3) Unless otherwise determined by the Board, the Corporation shall not offer financial assistance to any Participant in regards to the exercise of any Award granted under this Plan.

2.4 Shares Subject to the Plan

(1) Subject to adjustment pursuant to Article 7 hereof, and as may be approved by the Exchange and the shareholders of the Corporation from time to time:

(a) the securities that may be acquired by Participants pursuant to Awards under this Plan shall consist of authorized but unissued Shares, provided that in the case of Share Units and DSUs, the Corporation (or applicable Subsidiary) may, at its sole discretion, elect to settle such Share Units or DSUs in Shares acquired in the open market by a Designated Broker for the benefit of a Participant;

(b) the maximum number of Shares reserved for issuance, in the aggregate, pursuant to the exercise of Options granted under this Plan shall be equal to 10% of the Outstanding Issue from time to time, less the Reserved Amount and the number of Shares reserved for issuance pursuant to any other Share Compensation Arrangement of the Corporation; and

(c) the maximum number of Shares reserved for issuance, in the aggregate, pursuant to the settlement of Share Units and DSUs granted under this Plan shall not exceed 5,000,000 Shares (the "**Reserved Amount**").

(2) For the purposes of calculating the number of Shares reserved for issuance under this Plan:

(a) each Option shall be counted as reserving one Share under the Plan, and

(b) notwithstanding that the settlement of any Share Unit or DSU in Shares shall be at the sole discretion of the Corporation as provided herein, each Share Unit and each DSU shall, in each case, be counted as reserving one Share under the Plan.

(3) No Award may be granted if such grant would have the effect of causing the total number of Shares reserved for issuance under this Plan to exceed the maximum number of Shares reserved for issuance under this Plan as set out above.

(4) If (a) an outstanding Award (or portion thereof) expires or is forfeited, surrendered, cancelled or otherwise terminated for any reason without having been exercised, or (b) an outstanding Award

(or portion thereof) is settled in cash, then in each such case the Shares reserved for issuance in respect of such Award (or portion thereof) will again be available for issuance under the Plan.

2.5 Participation Limits

(1) In no event shall this Plan, together with all other previously established and outstanding Share Compensation Arrangements of the Corporation, permit at any time:

(a) the aggregate number of Shares reserved for issuance under Awards granted to Insiders (as a group) at any point in time exceeding 10% of the Outstanding Issue; or

(b) the grant to Insiders (as a group), within any 12 month period, of an aggregate number of Awards exceeding 10% of the Outstanding Issue, calculated at the date an Award is granted to any Insider,

unless the Corporation has obtained the requisite disinterested shareholder approval.

(2) The aggregate number of Awards granted to any one Person (and companies wholly-owned by that Person) in any 12 month period shall not exceed 5% of the Outstanding Issue, calculated on the date an Award is granted to the Person, unless the Corporation has obtained the requisite disinterested shareholder approval.

(3) The aggregate number of Awards granted to any one Consultant in any 12 month period shall not exceed 2% of the Outstanding Issue, calculated at the date an Award is granted to the Consultant.

(4) The aggregate number of Options granted to all Persons retained to provide Investor Relations Activities shall not exceed 2% of the Outstanding Issue in any 12 month period, calculated at the date an Option is granted to any such Person. No other form of Award other than Options may be granted to any Person retained to provide Investor Relations Activities.

2.6 Granting of Awards

Any Award granted under or otherwise governed by the Plan shall be subject to the requirement that, if at any time counsel to the Corporation shall determine that the listing, registration or qualification of the Shares subject to such Award, if applicable, upon any stock exchange or under any law or regulation of any jurisdiction, or the consent or approval of any stock exchange or any governmental or regulatory body, is necessary as a condition of, or in connection with, the grant, exercise or settlement of such Award or the issuance or purchase of Shares thereunder, as applicable, such Award may not be granted, exercised or settled, 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 Board. Nothing herein shall be deemed to require the Corporation to apply for or to obtain such listing, registration, qualification, consent or approval.

ARTICLE 3
OPTIONS

3.1 Nature of Options

An Option is an option granted by the Corporation to a Participant entitling such Participant to acquire a designated number of Shares from treasury at the Option Price, but subject to the provisions hereof. For greater certainty, the Corporation is obligated to issue and deliver the designated number of Shares on the exercise of an Option and shall have no independent discretion to settle an Option in cash or other property other than Shares issued from treasury. For the avoidance of doubt, no Dividend Equivalents shall be granted in connection with an Option.

3.2 Option Awards

(1) Subject to the provisions set forth in this Plan and any shareholder or regulatory approval which may be required, the Board shall, from time to time by resolution, in its sole discretion, (a) designate the Eligible Participants who may receive Options under the Plan, (b) fix the number of Options, if any, to be granted to each Eligible Participant and the date or dates on which such Options shall be granted (which shall not be prior to the date of the resolution of the Board), (c) subject to Section 3.3, determine the price per Share to be payable upon the exercise of each such Option (the "**Option Price**"), (d) determine the relevant vesting provisions (including Performance Criteria, if applicable) and (e) determine the Option Term, the whole subject to the terms and conditions prescribed in this Plan or in any Option Agreement, and any applicable rules of the Exchange. For Options granted to employees, management company employees and Consultants, the Corporation and the Participant are responsible for ensuring and confirming that the Participant is a *bona fide* Employee, Management Company Employee or Consultant (in each case as such terms are defined in section 1.2 of Policy 4.4 – *Incentive Stock Options* of the Corporate Finance Manual of the TSXV), as the case may be.

(2) All Options granted herein shall vest in accordance with the terms of the Option Agreement entered into in respect of such Options. Notwithstanding the foregoing, Options granted to Persons retained to provide Investor Relations Activities must vest in stages over a period of not less than 12 months with no more than one-quarter (1/4) of the Options vesting in any three month period. No acceleration of the vesting provisions of Options granted to Persons retained to provide Investor Relations Activities is allowed without the prior acceptance of the TSXV.

3.3 Option Price

The Option Price in respect of any Option shall be determined and approved by the Board when such Option is granted, but shall not be less than the Market Value of a Share as of the date of the grant, less any discount permitted by the Exchange. A minimum exercise price cannot be established unless the Options are allocated to particular Participants.

3.4 Option Term

The Board shall determine, at the time of granting the particular Option, the period during which the Option is exercisable, which shall not be more than 10 years from the date of grant of the Option ("**Option Term**"). Unless otherwise determined by the Board, all unexercised Options shall be cancelled, without any compensation, at the expiry of such Options. Notwithstanding the expiration provisions hereof, if the date on which an Option Term expires falls within a Blackout Period, the expiration date of the Option will be the date that is 10 Business Days after the Blackout Period Expiry Date. Notwithstanding anything else herein contained, the 10 Business Day period referred to in this Section 3.4 may not be further extended by the Board.

3.5 Exercise of Options

Prior to its expiration or earlier termination in accordance with the Plan, each Option shall be exercisable at such time or times and/or pursuant to the achievement of such Performance Criteria and/or other vesting conditions as the Board, at the time of granting the particular Option, may determine in its sole discretion.

For greater certainty, any exercise of Options by a Participant shall be made in compliance with the Corporation's insider trading policy.

3.6 Method of Exercise and Payment of Purchase Price

(1) Subject to the provisions of the Plan, an Option granted under the Plan shall be exercisable (from time to time as provided in Section 3.5 hereof) by the Participant (or by the legal representative of the Participant) by delivering a fully completed Exercise Notice, a form of which is attached hereto as Exhibit "B", to the Corporation at its registered office to the attention of the Chief Financial Officer of the Corporation (or the individual that the Chief Financial Officer of the Corporation may from time to time designate) or by giving notice in such other manner as the Corporation may from time to time designate, which notice shall specify the number of Shares in respect of which the Option is being exercised and shall be accompanied by payment, in full, of (a) the Option Price multiplied by the number of Shares specified in such Exercise Notice, and (b) such amount in respect of withholding taxes and other applicable source deductions as the Corporation may require under Section 8.2. Such payment shall be in the form of cash, certified cheque, bank draft or any other form of payment deemed acceptable by the Board.

(2) Upon exercise of an Option, the Corporation shall, as soon as practicable after such exercise and receipt of all payments required to be made by the Participant to the Corporation in connection with such exercise, but no later than 10 Business Days following such exercise and payment, forthwith cause the transfer agent and registrar of the Shares either to:

(a) deliver to the Participant (or to the legal representative of the Participant) a certificate in the name of the Participant representing in the aggregate such number of Shares as the Participant (or the legal representative of the Participant) shall have then paid for and as are specified in such Exercise Notice; or

(b) in the case of Shares issued in uncertificated form, cause the issuance of the aggregate number of Shares as the Participant (or the legal representative of the Participant) shall have then paid for and as are specified in such Exercise Notice, which Shares shall be evidenced by a book position on the register of the shareholders of the Corporation to be maintained by the transfer agent and registrar of the Shares.

(3) No fractional Shares will be issued upon the exercise of Options granted under the Plan and, accordingly, if a Participant would become entitled to a fractional Share upon the exercise of an Option, or from an adjustment pursuant to Section 7.1, such Participant will only have the right to acquire the next lowest whole number of Shares, and no payment or other adjustment will be made with respect to the fractional interest so disregarded.

3.7 Option Agreements

Options shall be evidenced by an Option Agreement, in such form not inconsistent with the Plan as the Board may from time to time determine with reference to the form attached as Exhibit "A". The Option Agreement shall contain such terms that may be considered necessary in order that the Option will comply with any provisions respecting options in the income tax laws (including, in respect of Canadian Participants, such terms and conditions so as to ensure that the Option shall be continuously governed by section 7 of the ITA) or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or provide services in or the rules of any regulatory body having jurisdiction over the Corporation.

ARTICLE 4
RESTRICTED AND PERFORMANCE SHARE UNITS

4.1 Nature of Share Units

A Share Unit is an Award that is a bonus for services rendered in the year of grant, that, upon settlement, entitles the recipient Participant to receive a cash payment equal to the Market Value of a Share or, at the sole discretion of the Board, a Share, and subject to such restrictions and conditions on vesting as the Board may determine at the time of grant, unless such Share Unit expires prior to being settled. Restrictions and conditions on vesting may, without limitation, be based on the passage of time during continued employment or other service relationship (sometimes referred to as a "Restricted Share Unit" or "RSU"), the achievement of specified Performance Criteria (sometimes referred to as a "Performance Share Unit" or "PSU"), or both.

Unless otherwise provided in the applicable Share Unit Agreement, it is intended that Share Units awarded to U.S. Taxpayers will be exempt from Code Section 409A under U.S. Treasury Regulation section 1.409A-1(b)(4), and accordingly such Share Units will be settled/redeemed by March 15^{th} of the year following the year in which such Share Units are not, or are no longer, subject to a substantial risk of forfeiture (as such term is interpreted under Code Section 409A). For greater certainty, upon the satisfaction or waiver or deemed satisfaction of all Performance Criteria and other vesting conditions, the Share Units of U.S. Taxpayers will no longer be subject to a substantial risk of forfeiture, and will be settled/redeemed by March 15^{th} of the following year (the "**U.S. Share Unit Outside Expiry Date**"). It is intended that, in respect of Share Units granted to Canadian Participants as a bonus for services rendered in the year of grant, neither the Plan nor any Share Units granted hereunder will constitute a "salary deferral arrangement" as defined in subsection 248(1) of the ITA, by reason of the exemption in paragraph (k) thereof. All Share Units granted hereunder shall be in addition to, and not in substitution for or in lieu of, ordinary salary and wages received or receivable by any Canadian Participant in respect of his or her services to the Corporation or a Subsidiary, as applicable.

4.2 Share Unit Awards

(1) Subject to the provisions herein and any shareholder or regulatory approval which may be required, the Board shall, from time to time by resolution, in its sole discretion, (a) designate the Eligible Participants who may receive Share Units under the Plan, (b) fix the number of Share Units, if any, to be granted to each Eligible Participant and the date or dates on which such Share Units shall be granted, (c) determine the relevant conditions, vesting provisions (including the applicable Performance Period and Performance Criteria, if any) and the Restriction Period of such Share Units, and (d) determine any other terms and conditions applicable to the granted Share Units, which need not be identical and which, without limitation, may include non-competition provisions, subject to the terms and conditions prescribed in this Plan and in any Share Unit Agreement. For Share Units granted to employees, management company employees and Consultants, the Corporation and the Participant are responsible for ensuring and confirming that the Participant is a *bona fide* Employee, Management Company Employee or Consultant (in each case as such terms are defined in section 1.2 of Policy 4.4 – *Incentive Stock Options* of the Corporate Finance Manual of the TSXV), as the case may be.

(2) All Share Units granted herein shall vest in accordance with the terms of the Share Unit Agreement entered into in respect of such Share Units; provided, however, that no Share Units may vest within one year of the date of grant of such Share Units (other than accelerated vesting in the event of the death of the Participant or the Participant ceasing to be an Eligible Participant in connection with a Change of Control, takeover bid, reverse takeover or similar transaction).

(3) Subject to the vesting and other conditions and provisions in this Plan and in the applicable Share Unit Agreement, each Share Unit awarded to a Participant shall entitle the Participant to receive, on settlement, a cash payment equal to the Market Value of a Share, or, at the discretion of the Board, one Share or any combination of cash and Shares as the Board in its sole discretion may determine, in each case less any applicable withholding taxes. For greater certainty, no Participant shall have any right to demand to be paid in, or receive, Shares in respect of any Share Unit, and, notwithstanding any discretion exercised by the Board to settle any Share Unit, or a portion thereof, in the form of Shares, the Board reserves the right to change such form of payment at any time until payment is actually made.

4.3 Share Unit Agreements

(1) The grant of a Share Unit by the Board shall be evidenced by a Share Unit Agreement in such form not inconsistent with the Plan as the Board may from time to time determine with reference to the form attached as Exhibit "C". Such Share Unit Agreement shall be subject to all applicable terms and conditions of this Plan and may be subject to any other terms and conditions (including without limitation any recoupment, reimbursement or claw-back compensation policy as may be adopted by the Board from time to time) which are not inconsistent with this Plan and which the Board deems appropriate for inclusion in a Share Unit Agreement. The provisions of the various Share Unit Agreements issued under this Plan need not be identical.

(2) The Share Unit Agreement shall contain such terms that the Corporation considers necessary in order that the Share Units granted to U.S. Taxpayers will comply with Code Section 409A and any provisions respecting restricted share units in the income tax laws (including, in respect of Canadian Participants, such terms and conditions so as to ensure that the Share Units shall not constitute a "salary deferral arrangement" as defined in subsection 248(1) of the ITA, by reason of the exemption in paragraph (k) thereof) or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or provide services in or the rules of any regulatory body having jurisdiction over the Corporation.

4.4 Vesting of Share Units

The Board shall have sole discretion to (a) determine if any vesting conditions with respect to a Share Unit, including any Performance Criteria or other vesting conditions contained in the applicable Share Unit Agreement, have been met, (b) waive the vesting conditions applicable to Share Units (or deem them to be satisfied), and (c) extend the Restriction Period with respect to any grant of Share Units, provided that (i) any such extension shall not result in the Restriction Period for such Share Units extending beyond the Share Unit Outside Expiry Date, and (ii) with respect to any grant of Share Units to a U.S. Taxpayer, such extension constitutes a substantial risk of forfeiture and such Share Units will continue to be exempt from (or otherwise comply with) Code Section 409A. The Corporation shall communicate to a Participant, as soon as reasonably practicable, the date on which all such applicable vesting conditions in respect of a grant of Share Units to the Participant have been satisfied, waived or deemed satisfied and such Share Units have vested (the "**Vesting Date**").

4.5 Redemption / Settlement of Share Units

(1) Subject to the provisions of this Section 4.5 and Section 4.6, a Participant's vested Share Units shall be redeemed in consideration for a cash payment on the date (the "**Redemption Date**") that is the earliest of (a) the 15th day following the applicable Vesting Date for such vested Share Units (or, if such day is not a Business Day, on the immediately following Business Day), (b) the Share Unit

Outside Expiry Date, and (c) in the case of a Participant who is a U.S. Taxpayer, the U.S. Share Unit Outside Expiry Date.

(2) Subject to the provisions of this Section 4.5 and Section 4.6, during the period between the Vesting Date and the Redemption Date in respect of a Participant's vested Share Units, the Corporation (or any Subsidiary that is party to an Employment Agreement or Consulting Agreement with the Participant whose vested Share Units are to be redeemed) shall, at its sole discretion, be entitled to elect to settle all or any portion of the cash payment obligation otherwise arising in respect of the Participant's vested Share Units either (a) by the issuance of Shares to the Participant (or the legal representative of the Participant, if applicable) on the Redemption Date, or (b) by paying all or a portion of such cash payment obligation to the Designated Broker, who shall use the funds received to purchase Shares in the open market, which Shares shall be registered in the name of the Designated Broker in a separate account for the Participant's benefit.

(3) Settlement of a Participant's vested Share Units shall take place on the Redemption Date as follows:

(a) where the Corporation (or applicable Subsidiary) has elected to settle all or a portion of the Participant's vested Share Units in Shares issued from treasury:

(i) in the case of Shares issued in certificated form, by delivery to the Participant (or to the legal representative of the Participant, if applicable) of a certificate in the name of the Participant (or the legal representative of the Participant, if applicable) representing the aggregate number of Shares that the Participant is entitled to receive, subject to satisfaction of any applicable withholding tax and other applicable source deductions in accordance with Section 8.2; or

(ii) in the case of Shares issued in uncertificated form, by the issuance to the Participant (or to the legal representative of the Participant, if applicable) of the aggregate number of Shares that the Participant is entitled to receive, subject to satisfaction of any applicable withholding tax and other applicable source deductions under Section 8.2, which Shares shall be evidenced by a book position on the register of the shareholders of the Corporation to be maintained by the transfer agent and registrar of the Shares;

(b) where the Corporation or a Subsidiary has elected to settle all or a portion of the Participant's vested Share Units in Shares purchased in the open market, by delivery by the Corporation or Subsidiary of which the Participant is a director, executive officer, employee or Consultant to the Designated Broker of readily available funds in an amount equal to the Market Value of a Share as of the Redemption Date multiplied by the number of vested Share Units to be settled in Shares purchased in the open market, less the amount of any applicable withholding tax and other applicable source deductions under Section 8.2, along with directions instructing the Designated Broker to use such funds to purchase Shares in the open market for the benefit of the Participant and to be evidenced by a confirmation from the Designated Broker of such purchase;

(c) any cash payment to which the Participant is entitled (excluding, for the avoidance of doubt, any amount payable in respect of the Participant's Share Units that the Corporation or a Subsidiary has elected to settle in Shares) shall, subject to satisfaction of any applicable withholding tax and other applicable source deductions under Section 8.2, be paid to the Participant (or to the legal representative of the Participant, if applicable) by the Corporation or Subsidiary of which the Participant is a director, executive officer, employee or Consultant, in cash, by cheque or by such other payment method as the Corporation and Participant may agree; and

(d) where the Corporation or a Subsidiary has elected to settle a portion, but not all, of the Participant's vested Share Units in Shares, the Participant shall be deemed to have instructed the Corporation or Subsidiary, as applicable, to withhold from the cash portion of the payment to which the Participant is otherwise entitled such amount as may be required in accordance with Section 8.2 and to remit such withheld amount to the applicable taxation authorities on account of any withholding tax obligations, and the Corporation or Subsidiary, as applicable, shall deliver any remaining cash payable, after making any such remittance, to the Participant (or to the legal representative of the Participant, if applicable) as soon as reasonably practicable. In the event that the cash portion payable to settle a Participant's Share Units in the foregoing circumstances is not sufficient to satisfy the withholding obligations of the Corporation or a Subsidiary pursuant to Section 8.2, the Corporation or Subsidiary, as applicable, shall be entitled to satisfy any remaining withholding obligation by any other mechanism as may be required or determined by the Corporation or Subsidiary as appropriate.

(4) Notwithstanding any other provision in this Article 4, no payment, whether in cash or in Shares, shall be made in respect of the settlement of any Share Units later than December 15th of the third calendar year following the end of the calendar year in respect of which such Share Unit is granted (the "**Share Unit Outside Expiry Date**").

4.6 Determination of Amounts

(1) The cash payment obligation arising in respect of the redemption and settlement of a vested Share Unit pursuant to Section 4.5 shall be equal to the Market Value of a Share as of the applicable Redemption Date. For the avoidance of doubt, the aggregate cash amount to be paid to a Participant (or the legal representative of the Participant, if applicable) in respect of a particular redemption of the Participant's vested Share Units shall, subject to any adjustments in accordance with Section 7.1 and any withholding required pursuant to Section 8.2, be equal to the Market Value of a Share as of the Redemption Date for such vested Share Units multiplied by the number of vested Share Units in the Participant's Account at the commencement of the Redemption Date (after deducting any such vested Share Units in the Participant's Account in respect of which the Corporation (or applicable Subsidiary) makes an election under Section 4.5(2) to settle such vested Share Units in Shares).

(2) If the Corporation (or applicable Subsidiary) elects in accordance with Section 4.5(2) to settle all or a portion of the cash payment obligation arising in respect of the redemption of a Participant's vested Share Units by the issuance of Shares, the Corporation shall, subject to any adjustments in accordance with Section 7.1 and any withholding required pursuant to Section 8.2, issue to the Participant (or the legal representative of the Participant, if applicable), for each vested Share Unit which the Corporation (or applicable Subsidiary) elects to settle in Shares, one Share. Where, as a result of any adjustment in accordance with Section 7.1 and/or any withholding required pursuant to Section 8.2, the aggregate number of Shares to be received by a Participant upon an election by the Corporation (or applicable Subsidiary) to settle all or a portion of the Participant's vested Share Units in Shares includes a fractional Share, the aggregate number of Shares to be received by the Participant shall be rounded down to the nearest whole number of Shares.

4.7 Award of Dividend Equivalents

(1) Dividend Equivalents may, as determined by the Board in its sole discretion, be awarded as a bonus for services rendered in the year in respect of unvested Share Units in a Participant's Account on the same basis as cash dividends declared and paid on Shares as if the Participant was a shareholder of record of Shares on the relevant record date. Dividend Equivalents, if any, will be credited to the Participant's Account in additional Share Units, the number of which shall be equal to a fraction where the numerator is the product of (a) the number of Share Units in such Participant's Account on the date that dividends are paid multiplied by (b) the dividend paid per Share and the denominator of which is the Market Value of a Share calculated as of the date that dividends are paid. Any additional Share Units credited to a Participant's Account as a Dividend Equivalent shall be subject to the same terms and conditions (including vesting, Restriction Periods and expiry) as the Share Units in respect of which such additional Share Units are credited, and shall be counted towards the participation limits in Section 2.5.

(2) If any Dividend Equivalent awarded under Section 4.7 cannot be credited to a Participant's Account in additional Share Units because (i) there is an insufficient number of Shares reserved for issuance under the Plan to provide for such Dividend Equivalent, or (ii) crediting the Participant with the Dividend Equivalent would breach Section 2.5, then the cash amount of such dividend shall, subject to satisfaction of any applicable withholding tax and other applicable source deductions under Section 8.2, be paid to the Participant (or to the legal representative of the Participant, if applicable) by the Corporation or Subsidiary of which the Participant is a director, executive officer, employee or Consultant, in cash, by cheque or by such other payment method as the Corporation and Participant may agree; provided that such Dividend Equivalent may be accrued in cash but shall not be paid until the Participant's applicable Share Units have vested.

(3) In the event that the Participant's applicable Share Units do not vest, all Dividend Equivalents, if any, associated with such Share Units will be forfeited by the Participant.

ARTICLE 5
DEFERRED SHARE UNITS

5.1 Nature of DSUs

A DSU is an Award for services rendered, or for future services to be rendered, and that, upon settlement, entitles the recipient Participant to receive cash or acquire Shares, as determined by the Corporation in its sole discretion, unless such DSU expires prior to being settled.

For greater certainty, the aggregate of all amounts each of which may be received in respect of a DSU shall depend, at all times, on the fair market value of shares in the capital of the Corporation or any corporation related (within the meaning of the ITA) thereto within the period that commences one year prior to the Participant's Termination Date and ends at the time the amount is received.

5.2 DSU Awards

(1) Subject to the provisions of this Plan, any shareholder or regulatory approval which may be required, and the requirements of paragraph 6801(d) of the ITA Regulations and Code Section 409A, the Board shall, from time to time by resolution, in its sole discretion, (a) designate the Eligible Participants who may receive DSUs under the Plan, (b) fix the number of DSUs, if any, to be granted to any Eligible Participant and the date or dates on which such DSUs shall be granted, and (c) determine the relevant conditions and vesting provisions for such DSUs, subject to the terms

and conditions prescribed in this Plan and in any DSU Agreement, as applicable. For DSUs granted to employees, management company employees and Consultants, if applicable, the Corporation and the Participant are responsible for ensuring and confirming that the Participant is a *bona fide* Employee, Management Company Employee or Consultant (in each case as such terms are defined in section 1.2 of Policy 4.4 – *Incentive Stock Options* of the Corporate Finance Manual of the TSXV), as the case may be.

(2) All DSUs granted herein shall vest in accordance with the terms of the DSU Agreement entered into in respect of such DSUs; provided, however, that no DSUs may vest within one year of the date of grant of such DSUs.

(3) Subject to the vesting and other conditions and provisions in this Plan and in any DSU Agreement, each DSU awarded to a Participant shall entitle the Participant to receive on settlement a cash payment equal to the Market Value of a Share, or, at the discretion of the Board, one Share or any combination of cash and Shares as the Corporation in its sole discretion may determine. For greater certainty, no Participant shall have any right to demand to be paid in, or receive, Shares in respect of any DSU, and, notwithstanding any discretion exercised by the Corporation to settle any DSU, or portion thereof, in the form of Shares, the Corporation reserves the right to change such form of payment at any time until payment is actually made.

5.3 DSU Agreements

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

(2) Each DSU Agreement shall contain such terms that the Corporation considers necessary in order that the DSUs granted thereunder to U.S. Taxpayers will comply with Code Section 409A and any provisions respecting deferred share units in the income tax laws (including, in respect of Canadian Participants, such terms and conditions so as to ensure that the DSUs shall not constitute a "salary deferral arrangement" as defined in subsection 248(1) of the ITA by reason of the exemption in paragraph 6801(d) of the ITA Regulations) or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or provide services in or the rules of any regulatory body having jurisdiction over the Corporation.

5.4 Redemption / Settlement of DSUs

(1) Except as otherwise provided in this Section 5.4 or Section 8.8 of this Plan, (i) DSUs of a Participant who is a U.S. Taxpayer shall be redeemed and settled by the Corporation as soon as reasonably practicable following the Participant's Separation from Service, and (ii) DSUs of a Participant who is a Canadian Participant (or who is neither a U.S. Taxpayer nor a Canadian Participant) shall be redeemed and settled by the Corporation as soon as reasonably practicable following the Participant's Termination Date, but in any event not later than, and any payment (whether in cash or in Shares) in respect of the settlement of such DSUs shall be made no later than, December 15th of the first calendar year commencing immediately after the Participant's Termination Date.

Notwithstanding the foregoing, if a payment in settlement of DSUs of a Participant who is both a U.S. Taxpayer and a Canadian Participant:

(a) is required as a result of his or her Separation from Service in accordance with clause (i) above, but such payment would result in such DSUs failing to satisfy the requirements of paragraph 6801(d) of the ITA Regulations, and the Board determines that it is not practical to make such payment in some other manner or at some other time that complies with both Code Section 409A and paragraph 6801(d) of the ITA Regulations, then such payment will be made to a trustee to be held in trust for the benefit of the Participant in a manner that causes the payment to be included in the Participant's income under the Code but does not contravene the requirements of paragraph 6801(d) of the ITA Regulations, and the amount shall thereafter be paid out of the trust at such time and in such manner as complies with the requirements of paragraph 6801(d) of the ITA Regulations; or

(b) is required pursuant to clause (ii) above, but such payment would result in such DSUs failing to satisfy the requirements of Code Section 409A because the Participant has not experienced a Separation from Service, and if the Board determines that it is not practical to make such payment in some other manner or at some other time that satisfies the requirements of both Code Section 409A and paragraph 6801(d) of the ITA Regulations, then the Participant shall forfeit such DSUs without compensation therefor.

(2) The Corporation will have, at its sole discretion, the ability to elect to settle all or any portion of the cash payment obligation otherwise arising in respect of the redemption and settlement of a Participant's DSUs either (a) by the issuance of Shares to the Participant (or the legal representative of the Participant, if applicable) on the DSU Redemption Date, or (b) by paying all or a portion of such cash payment obligation to the Designated Broker, who shall use the funds received to purchase Shares in the open market, which Shares shall be registered in the name of the Designated Broker in a separate account for the Participant's benefit.

(3) For greater certainty, the Corporation shall not pay any cash or issue or deliver any Shares to a Participant in satisfaction of the redemption of a Participant's DSUs prior to the Corporation being satisfied, in its sole discretion, that all applicable withholding taxes and other applicable source deductions under Section 8.2 will be timely withheld or received and remitted to the appropriate taxation authorities in respect of any particular Participant and any particular DSUs.

(4) The redemption and settlement of a Participant's DSUs shall occur on the applicable DSU Redemption Date as follows:

(a) where the Corporation has elected to settle all or a portion of the Participant's DSUs in Shares issued from treasury:

(i) in the case of Shares issued in certificated form, by delivery to the Participant (or to the legal representative of the Participant, if applicable) of a certificate in the name of the Participant (or the legal representative of the Participant, if applicable) representing the aggregate number of Shares that the Participant is entitled to receive, subject to satisfaction of any applicable withholding tax and other applicable source deductions in accordance with Section 8.2; or

(ii) in the case of Shares issued in uncertificated form, by the issuance to the Participant (or to the legal representative of the Participant, if applicable) of the aggregate number of Shares that the Participant is entitled to receive, subject to satisfaction of any applicable withholding tax and other applicable source deductions under Section 8.2, which Shares shall be evidenced by a book position on the register of the shareholders of the Corporation to be maintained by the transfer agent and registrar of the Shares;

(b) where the Corporation has elected to settle all or a portion of the Participant's DSUs in Shares purchased in the open market, by delivery by the Corporation to the Designated Broker of readily available funds in an amount equal to the Market Value of a Share as of the applicable DSU Redemption Date multiplied by the number of DSUs to be settled in Shares purchased in the open market, less the amount of any applicable withholding tax and other applicable source deductions under Section 8.2, along with directions instructing the Designated Broker to use such funds to purchase Shares in the open market for the benefit of the Participant and to be evidenced by a confirmation from the Designated Broker of such purchase;

(c) any cash payment to which the Participant is entitled (excluding, for the avoidance of doubt, any amount payable in respect of the Participant's DSUs that the Corporation has elected to settle in Shares) shall, subject to satisfaction of any applicable withholding tax and other applicable source deductions under Section 8.2, be paid to the Participant (or to the legal representative of the Participant, if applicable) by the Corporation in cash, by cheque or by such other payment method as the Corporation and Participant may agree; and

(d) where the Corporation has elected to settle a portion, but not all, of the Participant's DSUs in Shares, the Participant shall be deemed to have instructed the Corporation to withhold from the cash portion of the payment to which the Participant is otherwise entitled such amount as may be required in accordance with Section 8.2 and to remit such withheld amount to the applicable taxation authorities on account of any withholding obligations of the Corporation, and the Corporation shall deliver any remaining cash payable, after making any such remittance, to the Participant (or to the legal representative of the Participant, if applicable) as soon as reasonably practicable. In the event that the cash portion elected by the Corporation to settle the Participant's DSUs is not sufficient to satisfy the withholding obligations of the Corporation pursuant to Section 8.2, any remaining amounts shall be satisfied by the Corporation by any other mechanism as may be required or determined by the Corporation as appropriate.

5.5 Determination of Amounts

(1) The cash payment obligation by the Corporation in respect of the redemption and settlement of a DSU pursuant to Section 5.4 shall be equal to the Market Value of a Share as of the applicable DSU Redemption Date. For the avoidance of doubt, the aggregate cash amount to be paid to a Participant (or the legal representative of the Participant, if applicable) in respect of a particular redemption of the Participant's DSUs shall, subject to any adjustment in accordance with Section 7.1 and any withholding required pursuant to Section 8.2, be equal to the Market Value of a Share as of the DSU Redemption Date for such DSUs multiplied by the number of DSUs being redeemed (after deducting any such DSUs in respect of which the Corporation makes an election under Section 5.4(2) to settle such DSUs in Shares).

(2) If the Corporation elects in accordance with Section 5.4(2) to settle all or a portion of the cash payment obligation arising in respect of the redemption of a Participant's DSUs by the issuance of Shares, the Corporation shall, subject to any adjustments in accordance with Section 7.1 and any

withholding required pursuant to Section 8.2, issue to the Participant, for each DSU which the Corporation elects to settle in Shares, one Share. Where, as a result of any adjustment in accordance with Section 7.1 and/or any withholding required pursuant to Section 8.2, the aggregate number of Shares to be received by a Participant upon an election by the Corporation to settle all or a portion of the Participant's DSUs includes a fractional Share, the aggregate number of Shares to be received by the Participant shall be rounded down to the nearest whole number of Shares.

5.6 Award of Dividend Equivalents

(1) Dividend Equivalents may, as determined by the Board in its sole discretion, be awarded in respect of DSUs in a Participant's Account on the same basis as cash dividends declared and paid on Shares as if the Participant was a shareholder of record of Shares on the relevant record date. Dividend Equivalents, if any, will be credited to the Participant's Account in additional DSUs, the number of which shall be equal to a fraction where the numerator is the product of (a) the number of DSUs in such Participant's Account on the date that dividends are paid multiplied by (b) the dividend paid per Share and the denominator of which is the Market Value of a Share calculated as of the date that dividends are paid. Any additional DSUs credited to a Participant's Account as a Dividend Equivalent shall be subject to the same terms and conditions (including vesting conditions) as the DSUs in respect of which such additional DSUs are credited, and shall be counted towards the participation limits in Section 2.5.

(2) If any Dividend Equivalent awarded under Section 5.6 cannot be credited to a Participant's Account in additional DSUs because (i) there is an insufficient number of Shares reserved for issuance under the Plan to provide for such Dividend Equivalent, or (ii) crediting the Participant with the Dividend Equivalent would breach Section 2.5, then the cash amount of such dividend shall, subject to satisfaction of any applicable withholding tax and other applicable source deductions under Section 8.2, be paid to the Participant (or to the legal representative of the Participant, if applicable) by the Corporation or Subsidiary of which the Participant is a director, executive officer, employee or Consultant, in cash, by cheque or by such other payment method as the Corporation and Participant may agree; provided that such Dividend Equivalent may be accrued in cash but shall not be paid until the Participant's applicable DSUs have vested.

(3) In the event that the Participant's applicable DSUs do not vest, all Dividend Equivalents, if any, associated with such DSUs will be forfeited by the Participant.

ARTICLE 6
GENERAL CONDITIONS

6.1 General Conditions Applicable to Awards

Each Award shall be subject to the following conditions:

(1) **Vesting Period**. Each Award granted hereunder shall vest in accordance with the terms of this Plan and the Award Agreement entered into in respect of such Award. The Board has the right, in its sole discretion, to waive any vesting conditions or accelerate the vesting of any Award, or to deem any Performance Criteria or other vesting conditions to be satisfied, notwithstanding the vesting schedule set forth for such Award; provided, however, that no acceleration of the vesting provisions of Options granted to Persons retained to provide Investor Relations Activities is allowed without the prior acceptance of the TSXV.

(2) **Employment**. Notwithstanding any express or implied term of this Plan to the contrary, the granting of an Award pursuant to the Plan shall in no way be construed as a guarantee by the Corporation or a Subsidiary to the Participant of employment or another service relationship with the Corporation or a Subsidiary. The granting of an Award to a Participant shall not impose upon the Corporation or a Subsidiary any obligation to retain the Participant in its employ or service in any capacity. Nothing contained in this Plan or in any Award granted under this Plan shall interfere in any way with the rights of the Corporation or any of its Subsidiaries in connection with the employment, retention or termination of any such Participant. The loss of existing or potential profit in Shares underlying Awards granted under this Plan shall not constitute an element of damages in the event of termination of a Participant's employment or service in any office or otherwise.

(3) **Grant of Awards**. Eligibility to participate in this Plan does not confer upon any Eligible Participant any right to be granted Awards pursuant to this Plan. Granting Awards to any Eligible Participant does not confer upon any Eligible Participant the right to receive nor preclude such Eligible Participant from receiving any additional Awards at any time. The extent to which any Eligible Participant is entitled to be granted Awards pursuant to this Plan will be determined in the sole discretion of the Board. Participation in the Plan shall be entirely voluntary and any decision not to participate shall not affect an Eligible Participant's relationship or employment with the Corporation or any Subsidiary.

(4) **Rights as a Shareholder**. Neither the Participant nor such Participant's personal representatives or legatees shall have any rights whatsoever as a shareholder in respect of any Shares covered by such Participant's Awards by reason of the grant of such Award until such Award has been duly exercised, as applicable, and settled and Shares have been issued in respect thereof. Without in any way limiting the generality of the foregoing and except as provided under this Plan, no adjustment shall be made for dividends or other rights for which the record date is prior to the date such Shares have been issued.

(5) **Conformity to Plan**. In the event that an Award is granted or an Award Agreement is executed which does not conform in all particulars with the provisions of the Plan, or purports to grant Awards on terms different from those set out in the Plan, the Award or the grant of such Award shall not be in any way void or invalidated, but the Award so granted will be adjusted to become, in all respects, in conformity with the Plan.

(6) **Non-Transferability**. Except as set forth herein, each Award granted under the Plan is personal to the Participant and shall not be assignable or transferable by the Participant, whether voluntarily or by operation of law, except by will or by the laws of descent and distribution. Awards may be exercised only by:

(a) the Participant to whom the Awards were granted;

(b) upon the Participant's death, by the legal representative of the Participant's estate; or

(c) upon the Participant's incapacity, the legal representative having authority to deal with the property of the Participant;

provided that any such legal representative shall first deliver evidence satisfactory to the Corporation of entitlement to exercise any Award. A Person exercising an Award may subscribe for Shares only in the Person's own name or in the Person's capacity as a legal representative.

(7) **Participant's Entitlement**. Except as otherwise provided in this Plan (including, without limiting the generality of the foregoing, pursuant to Section 6.2), or unless the Board permits otherwise, upon any Subsidiary of the Corporation ceasing to be a Subsidiary of the Corporation, Awards previously granted under this Plan that, at the time of such change, are held by a Person who is a director, executive officer, employee or Consultant of such Subsidiary of the Corporation and not of the Corporation itself, whether or not then exercisable, shall automatically terminate on the date of such change.

6.2 General Conditions Applicable to Options

Except as otherwise provided in any Employment Agreement or Consulting Agreement or in any Award Agreement, each Option shall be subject to the following conditions:

(1) **Termination for Cause**. Upon a Participant ceasing to be an Eligible Participant for Cause, any vested or unvested Option granted to such Participant shall terminate automatically and become void immediately. For the purposes of the Plan, the determination by the Corporation that the Participant was discharged for Cause shall be binding on the Participant. "**Cause**" shall include, among other things, gross misconduct, theft, fraud, breach of confidentiality or breach of the Corporation's codes of conduct and any other reason determined by the Corporation to be cause for termination.

(2) **Termination not for Cause**. Upon a Participant ceasing to be an Eligible Participant as a result of his or her employment or service relationship with the Corporation or a Subsidiary being terminated without Cause (including, for the avoidance of doubt, as a result of any Subsidiary of the Corporation ceasing to be a Subsidiary of the Corporation, as contemplated by Section 6.1(7)), (a) each unvested Option granted to such Participant shall terminate and become void immediately upon such termination, and (b) each vested Option held by such Participant shall cease to be exercisable on the earlier of (i) 90 days after the Participant's Termination Date (or such later date as the Board may, in its sole discretion, determine) and (ii) the expiry date of such Option as set forth in the applicable Award Agreement, after which such vested Option will expire.

(3) **Resignation**. Upon a Participant ceasing to be an Eligible Participant as a result of his or her resignation from the Corporation or a Subsidiary, (a) each unvested Option granted to such Participant shall terminate and become void immediately upon such resignation, and (b) each vested Option held by such Participant shall cease to be exercisable on the earlier of (i) 90 days after the Participant's Termination Date (or such later date as the Board may, in its sole discretion, determine) and (ii) the expiry date of such Option as set forth in the applicable Award Agreement, after which such vested Option will expire.

(4) **Retirement/Permanent Disability**. Upon a Participant ceasing to be an Eligible Participant by reason of retirement or permanent disability, (a) each unvested Option granted to such Participant shall terminate and become void immediately, and (b) each vested Option held by such Participant shall cease to be exercisable on the earlier of (i) 90 days from the date of retirement or the date on which the Participant ceases his or her employment or service relationship with the Corporation or any Subsidiary by reason of permanent disability (or such later date as the Board may, in its sole discretion, determine) and (ii) the expiry date of such Option as set forth in the applicable Award Agreement, after which such vested Option will expire.

(5) **Death**. Upon a Participant ceasing to be an Eligible Participant by reason of death, (a) each unvested Option granted to such Participant shall terminate and become void immediately, and (b) each vested Option held by such Participant at the time of death may be exercised by the legal

representative of the Participant, provided that any such vested Option shall cease to be exercisable on the earlier of (i) the date that is 12 months after the Participant's death or (ii) the expiry date of such Option as set forth in the applicable Award Agreement, after which such vested Option will expire.

(6) **Leave of Absence**. Upon a Participant electing a voluntary leave of absence of more than 12 months, including maternity and paternity leaves, the Board may determine, at its sole discretion but subject to applicable laws, that such Participant's participation in the Plan shall be terminated, provided that all vested Options shall remain outstanding and in effect until the applicable exercise date, or an earlier date determined by the Board at its sole discretion.

6.3 General Conditions Applicable to Share Units

Except as otherwise provided in any Employment Agreement or Consulting Agreement or in any Award Agreement, each Share Unit shall be subject to the following conditions:

(1) **Termination for Cause and Resignation**. Upon a Participant ceasing to be an Eligible Participant for Cause or as a result of his or her resignation from the Corporation or a Subsidiary, the Participant's participation in the Plan shall be terminated immediately, all Share Units credited to such Participant's Account that have not vested shall be forfeited and cancelled, and the Participant's rights that relate to such Participant's unvested Share Units shall be forfeited and cancelled on the Termination Date.

(2) **Death, Leave of Absence or Termination of Service**. Except as otherwise determined by the Board from time to time, at its sole discretion, upon a Participant electing a voluntary leave of absence of more than 12 months, including maternity and paternity leaves, or upon a Participant ceasing to be an Eligible Participant as a result of (a) death, (b) retirement, (c) Termination of Service for reasons other than for Cause, (d) his or her employment or service relationship with the Corporation or a Subsidiary being terminated by reason of injury or disability or (e) becoming eligible to receive long-term disability benefits, all unvested Share Units in the Participant's Account as of such date relating to a Restriction Period in progress shall be forfeited and cancelled. Notwithstanding the foregoing, if the Board, in its sole discretion, instead accelerates the vesting or waives vesting conditions with respect to all or some portion of outstanding unvested Share Units, the date of such action is the Vesting Date.

(3) **General**. For greater certainty, where (a) a Participant's employment or service relationship with the Corporation or a Subsidiary is terminated pursuant to Section 6.3(1) or Section 6.3(2) hereof or (b) a Participant elects for a voluntary leave of absence pursuant to Section 6.3(2) hereof following the satisfaction of all vesting conditions in respect of particular Share Units but before receipt of the corresponding distribution or payment in respect of such Share Units, the Participant shall remain entitled to such distribution or payment.

ARTICLE 7
ADJUSTMENTS AND AMENDMENTS

7.1 Adjustment to Shares Subject to Outstanding Awards

(1) At any time after the grant of an Award to a Participant and prior to the expiration of the term of such Award or the forfeiture or cancellation of such Award, in the event of (i) any subdivision of the Shares into a greater number of Shares, (ii) any consolidation of the Shares into a lesser number of Shares, (iii) any reclassification, reorganization or other change affecting the Shares, (iv) any

merger, amalgamation or consolidation of the Corporation with or into another corporation, or (v) any distribution to all holders of Shares or other securities in the capital of the Corporation of cash, evidences of indebtedness or other assets of the Corporation (excluding an ordinary course dividend in cash or shares, but including for greater certainty shares or equity interests in a Subsidiary or business unit of the Corporation or one of its Subsidiaries or cash proceeds of the disposition of such a Subsidiary or business unit) or any transaction or change having a similar effect, then the Board shall in its sole discretion, subject to the required approval of any Exchange, determine the appropriate adjustments or substitutions to be made in such circumstances in order to maintain the economic rights of the Participant in respect of such Award in connection with such occurrence or change, including, without limitation:

(a) adjustments to the exercise price of such Award without any change in the total price applicable to the unexercised portion of the Award;

(b) adjustments to the number of Shares or cash payment to which the Participant is entitled upon exercise or settlement of such Award; or

(c) adjustments to the number or kind of shares reserved for issuance pursuant to the Plan.

(2) Notwithstanding anything else herein contained, any adjustment to an Award granted or issued under this Plan, other than in connection with a security consolidation or security split, shall be subject to the prior acceptance of the TSXV, including adjustments related to an amalgamation, merger, arrangement, reorganization, spin-off, dividend or recapitalization.

7.2 Change of Control

(1) In the event of a potential Change of Control, the Board shall have the power, in its sole discretion, to accelerate the vesting of Options to assist the Participants to tender into a takeover bid or participate in any other transaction leading to a Change of Control. For greater certainty, in the event of a take-over bid or any other transaction leading to a Change of Control, the Board shall have the power, in its sole discretion, to (a) provide that any or all Options shall thereupon terminate, provided that any such outstanding Options that have vested shall remain exercisable until the consummation of such Change of Control, and (b) permit Participants to conditionally exercise their vested Options immediately prior to the consummation of the take-over bid and the Shares issuable under such Options to be tendered to such bid, such conditional exercise to be conditional upon the take-up by such offeror of the Shares or other securities tendered to such take-over bid in accordance with the terms of such take-over bid (or the effectiveness of such other transaction leading to a Change of Control). If, however, the potential Change of Control referred to in this Section 7.2 is not completed within the time specified therein (as the same may be extended), then notwithstanding this Section 7.2 or the definition of "Change of Control": (i) any conditional exercise of vested Options shall be deemed to be null, void and of no effect, and such conditionally exercised Options shall for all purposes be deemed not to have been exercised, (ii) Shares which were issued pursuant to the exercise of Options which vested pursuant to this Section 7.2 shall be returned by the Participant to the Corporation and reinstated as authorized but unissued Shares, and (iii) the original terms applicable to Options which vested pursuant to this Section 7.2 shall be reinstated. In the event of a Change of Control, the Board may exercise its discretion to accelerate the vesting of, or waive the Performance Criteria or other vesting conditions applicable to, outstanding Share Units, and the date of such action shall be the Vesting Date of such Share Units.

(2) If the Corporation completes a transaction constituting a Change of Control and within 12 months following the Change of Control a Participant who was also an officer or employee of, or Consultant to, the Corporation prior to the Change of Control has their Employment Agreement or Consulting Agreement terminated, then: (a) all unvested Options granted to such Participant shall immediately vest and become exercisable, and remain open for exercise until the earlier of (i) their expiry date as set out in the applicable Award Agreement, and (ii) the date that is 90 days after such termination or dismissal; and (b) all unvested Share Units shall become vested, and the date of such Participant's Termination Date shall be deemed to be the Vesting Date.

7.3 Amendment or Discontinuance of the Plan

(1) The Board may amend the Plan or any Award at any time without the consent of the Participants, provided that such amendment shall:

(a) not adversely alter or impair the rights of any Participant, without the consent of such Participant, except as permitted by the provisions of the Plan;

(b) be in compliance with applicable law (including Code Section 409A and the provisions of the ITA, to the extent applicable), and subject to any regulatory approvals including, where required, the approval of the TSXV (or any other stock exchange on which the Shares are listed); and

(c) be subject to shareholder approval to the extent such approval is required by applicable law or the requirements of the TSXV (or any other stock exchange on which the Shares are listed), provided that the Board may, from time to time, in its absolute discretion and without approval of the shareholders of the Corporation, make the following amendments:

(i) other than amendments to the exercise price and the expiry date of any Award as described in Section 7.3(2)(b) and Section 7.3(2)(c), any amendment, with the consent of the Participant, to the terms of an Award previously granted to such Participant under the Plan;

(ii) any amendment necessary to comply with applicable law (including taxation laws) or the requirements of the TSXV (or any other stock exchange on which the Shares are listed) or any other regulatory body to which the Corporation is subject;

(iii) any amendment of a "housekeeping" nature, including, without limitation, amending the wording of any provision of the Plan for the purpose of clarifying the meaning of existing provisions or to correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan, correcting grammatical or typographical errors and amending the definitions contained within the Plan; or

(iv) any amendment regarding the administration or implementation of the Plan.

(2) Notwithstanding Section 7.3(1)(c), the Board shall be required to obtain shareholder approval, including, if required by the applicable Exchange, disinterested shareholder approval, to make the following amendments:

(a) any amendment to the maximum percentage or number of Shares that may be reserved for issuance pursuant to the exercise or settlement of Awards granted under the Plan, including an increase to the fixed maximum percentage of Shares or a change from a fixed maximum percentage of Shares to a fixed maximum number of Shares or vice versa, except in the event of an adjustment pursuant to Section 7.1;

(b) any amendment which reduces the exercise price of any Award, as applicable, after such Award has been granted or any cancellation of an Award and the replacement of such Award with an Award with a lower exercise price or other entitlements, except in the event of an adjustment pursuant to Section 7.1; provided, however, that, for greater certainty, disinterested shareholder approval will be required for any amendment which reduces the exercise price of any Option if the Participant is an Insider of the Corporation at the time of the proposed amendment;

(c) any amendment which extends the expiry date of any Award, or the Restriction Period of any Share Unit beyond the original expiry date or Restriction Period, except in the event of an extension due to a Blackout Period; provided, however, that, for greater certainty, disinterested shareholder approval will be required for any amendment which extends the expiry date of any Option beyond the original expiry date if the Participant is an Insider of the Corporation at the time of the proposed amendment;

(d) any amendment which would permit Awards granted under the Plan to be transferable or assignable other than for normal estate settlement purposes as allowed by Section 6.1(6);

(e) any amendment to the definition of an Eligible Participant under the Plan;

(f) any amendment to the participation limits set out in Section 2.5; or

(g) any amendment to this Section 7.3 of the Plan;

(3) The Board may, by resolution, but subject to applicable regulatory approvals, decide that any of the provisions hereof concerning the effect of termination of the Participant's employment or engagement shall not apply for any reason acceptable to the Board.

(4) The Board may, subject to regulatory approval, discontinue the Plan at any time without the consent of the Participants provided that such discontinuance shall not materially and adversely affect any Awards previously granted to a Participant under the Plan.

ARTICLE 8
MISCELLANEOUS

8.1 Use of an Administrative Agent

The Board may in its sole discretion appoint from time to time one or more entities to act as administrative agent to administer the Awards granted under the Plan and to hold and administer the assets that may be held in respect of Awards granted under the Plan, the whole in accordance with the terms and conditions determined by the Board in its sole discretion. The Corporation and the administrative agent will maintain records showing the number of Awards granted to each Participant under the Plan.

8.2 Tax Withholding

Notwithstanding any other provision of this Plan, all distributions, delivery of Shares or payments to a Participant (or to the legal representative of the Participant) under this Plan shall be made net of any applicable withholdings, including in respect of applicable withholding taxes required to be withheld at source and other source deductions, as the Corporation determines. If the event giving rise to the withholding obligation involves an issuance or delivery of Shares, then the withholding obligation may be satisfied in such manner as the Corporation determines, including (a) by the sale of a portion of such Shares by the Corporation, the Corporation's transfer agent and registrar or any trustee appointed by the Corporation pursuant to Section 8.1, on behalf of and as agent for the Participant, as soon as permissible and practicable, with the proceeds of such sale being used to satisfy any withholding and remittance obligations of the Corporation (and any remaining proceeds, following such withholding and remittance, to be paid to the Participant), (b) by requiring the Participant, as a condition of receiving such Shares, to pay to the Corporation an amount in cash sufficient to satisfy such withholding, or (c) any other mechanism as may be required or determined by the Corporation as appropriate.

8.3 Securities Law Compliance

(1) The Plan (including any amendments to it), the terms of the grant of any Award under the Plan, the grant of any Award, the exercise of any Option, the delivery of any Shares upon exercise of any Option, or the Corporation's election to deliver Shares in settlement of any Share Units or DSUs, shall be subject to all applicable federal, provincial, state and foreign laws, rules and regulations, the rules and regulations of applicable Exchanges and to such approvals by any regulatory or governmental agency as may, as determined by the Corporation, be required. The Corporation shall not be obliged by any provision of the Plan or the grant of any Award or exercise of any Option hereunder to issue, sell or deliver Shares in violation of such laws, rules and regulations or any condition of such approvals.

(2) No Awards shall be granted, and no Shares shall be issued, sold or delivered hereunder, where such grant, issue, sale or delivery would require registration of the Plan or of the Shares under the securities laws of any jurisdiction or the filing of any prospectus for the qualification of same thereunder, and any purported grant of any Award or purported issue or sale of Shares hereunder in violation of this provision shall be void.

(3) Shares issued, sold or delivered to Participants under the Plan may be subject to limitations on sale or resale under applicable securities laws.

(4) If Shares cannot be issued to a Participant upon the exercise of an Option due to legal or regulatory restrictions, the obligation of the Corporation to issue such Shares shall terminate and any funds paid to the Corporation in connection with the exercise of such Option will be returned to the applicable Participant as soon as practicable.

(5) With respect to Awards granted in the United States or to U.S. Persons (as defined under Regulation S under the U.S. Securities Act) or at such time as the Corporation ceases to be a "foreign private issuer" (as defined under the U.S. Securities Act), unless the Shares which may be issued upon the exercise or settlement of such Awards are registered under the U.S. Securities Act, the Awards granted hereunder and any Shares that may be issuable upon the exercise or settlement of such Awards will be considered "restricted securities" (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act). Accordingly, any such Awards or Shares issued prior to an effective registration statement filed with the SEC may not be transferred, sold, assigned, pledged, hypothecated or otherwise disposed by the Participant, directly or indirectly, without registration under the U.S. Securities Act and applicable state securities laws or unless in compliance with an available exemption therefrom. Certificate(s) representing the Awards and any Shares issued upon the exercise or settlement of such Awards prior to an effective registration statement filed with the SEC, and all certificate(s) issued in exchange therefor or in substitution thereof, will be endorsed

with the following or a similar legend until such time as it is no longer required under the applicable requirements of the U.S. Securities Act:

"THE SECURITIES REPRESENTED HEREBY [for Awards add: AND ANY SECURITIES ISSUABLE UPON EXERCISE HEREOF] HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED EXCEPT (A) PURSUANT TO A REGISTRATION STATEMENT EFFECTIVE UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, OR (B) PURSUANT TO AN EXEMPTION FROM REGISTRATION THEREUNDER. HEDGING TRANSACTIONS INVOLVING SUCH SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE U.S. SECURITIES ACT."

8.4 Reorganization of the Corporation

The existence of any Awards shall not affect in any way the right or power of the Corporation or its shareholders to make or authorize any adjustment, reclassification, recapitalization, reorganization or other change in the Corporation's capital structure or its business, or any amalgamation, combination, merger or consolidation involving the Corporation or to create or issue any bonds, debentures, shares or other securities of the Corporation or the rights and conditions attaching thereto or to affect the dissolution or liquidation of the Corporation or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar nature or otherwise.

8.5 Quotation of Shares

So long as the Shares are listed on one or more Exchanges, the Corporation must apply to such Exchange or Exchanges for the listing or quotation, as applicable, of the Shares underlying the Awards granted under the Plan, however, the Corporation cannot guarantee that such Shares will be listed or quoted on any Exchange.

8.6 Governing Laws

The 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 Alberta and the federal laws of Canada applicable therein.

8.7 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.

8.8 Code Section 409A

It is intended that any payments under the Plan to U.S. Taxpayers shall be exempt from or comply with Code Section 409A, and all provisions of the Plan shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes and penalties under Code Section 409A. Solely to the extent that Awards of a U.S. Taxpayer are determined to be subject to Code Section 409A, the following will apply with respect to the rights and benefits of U.S. Taxpayers under the Plan:

(1) Except as permitted under Code Section 409A, any deferred compensation (within the meaning of Code Section 409A) payable to or for the benefit of a U.S. Taxpayer may not be reduced by, or offset against, any amount owing by the U.S. Taxpayer to the Corporation or any of its Affiliates.

(2) If a U.S. Taxpayer becomes entitled to receive payment in respect of any Share Units or any DSUs that are subject to Code Section 409A, as a result of his or her Separation from Service and the U.S. Taxpayer is a "specified employee" (within the meaning of Code Section 409A) at the time of his or her Separation from Service, and the Board makes a good faith determination that (a) all or a portion of the Share Units or DSUs constitute "deferred compensation" (within the meaning of Code Section 409A) and (b) any such deferred compensation that would otherwise be payable during the six-month period following such Separation from Service is required to be delayed pursuant to the six-month delay rule set forth in Code Section 409A in order to avoid taxes or penalties under Code Section 409A, then payment of such "deferred compensation" shall not be made to the U.S. Taxpayer before the date which is six months after the date of his or her Separation from Service (and shall be paid in a single lump sum on the first day of the seventh month following the date of such Separation from Service) or, if earlier, the U.S. Taxpayer's date of death.

(3) A U.S. Taxpayer's status as a "specified employee" (within the meaning of Code Section 409A) shall be determined by the Corporation as required by Code Section 409A on a basis consistent with Code Section 409A and such basis for determination will be consistently applied to all plans, programs, contracts, agreements, etc. maintained by the Corporation that are subject to Code Section 409A.

(4) Although the Corporation intends that Share Units will be exempt from Code Section 409A or will comply with Code Section 409A, and that DSUs will comply with Code Section 409A, the Corporation makes no assurances that the Share Units will be exempt from Code Section 409A or will comply with it. Each U.S. Taxpayer, any beneficiary or the U.S. Taxpayer's estate, as the case may be, is solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on or for the account of such U.S. Taxpayer in connection with this Plan (including any taxes and penalties under Code Section 409A), and neither the Corporation nor any Subsidiary shall have any obligation to indemnify or otherwise hold such U.S. Taxpayer or beneficiary or the U.S. Taxpayer's estate harmless from any or all of such taxes or penalties.

(5) In the event that the Board determines that any amounts payable hereunder will be taxable to a Participant under Code Section 409A prior to payment to such Participant of such amount, the Corporation may (a) adopt such amendments to the Plan and Share Units and appropriate policies and procedures, including amendments and policies with retroactive effect, that the Board determines necessary or appropriate to preserve the intended tax treatment of the benefits provided by the Plan and Share Units hereunder and/or (b) take such other actions as the Board determines necessary or appropriate to avoid or limit the imposition of an additional tax under Code Section 409A.

(6) In the event the Corporation amends, suspends or terminates the Plan or Share Units as permitted under the Plan, such amendment, suspension or termination will be undertaken in a manner that does not result in adverse tax consequences under Code Section 409A.

8.9 Effective Date of the Plan

The Plan shall became effective on August 31, 2022, and was amended by the Board on June 11, 2024.

EXHIBIT "A"
TO OMNIBUS SHARE INCENTIVE PLAN OF EVERYDAY PEOPLE FINANCIAL CORP.

FORM OF OPTION AGREEMENT

This Option Agreement is entered into between Everyday People Financial Corp. (the "**Corporation**") and the Participant named below, pursuant to the Corporation's Omnibus Share Incentive Plan (the "**Plan**"), a copy of which is attached hereto, and confirms that on:

1. ___________________(the "**Grant Date**"),

2. ___________________(the "**Participant**")

3. was granted ________________________options ("**Options**") to purchase common shares of the Corporation (each, a "**Share**"), in accordance with the terms of the Plan, which Options will bear the following terms:

   (a) Exercise Price and Expiry. Subject to the vesting conditions specified below, the Options will be exercisable by the Participant at a price of CAD$● per Share (the "**Option Price**") at any time prior to expiry on ● (the "**Expiration Date**").

   (b) Vesting; Time of Exercise. Subject to the terms of the Plan, the Options shall vest and become exercisable as follows:

Number of Options	**Vested On**
____________________________________	______________________________________
____________________________________	______________________________________
____________________________________	______________________________________

   If the aggregate number of Shares vesting in a tranche set forth above includes a fractional Share, the aggregate number of Shares will be rounded down to the nearest whole number of Shares. Notwithstanding anything to the contrary herein, the Options shall expire on the Expiration Date set forth above and must be exercised, if at all, on or before the Expiration Date. Options are denominated in Canadian dollars (CAD$).

4. Where the Participant is a Canadian Participant, the Corporation or the Subsidiary which is the employer of the Participant shall notify the Participant, no later than 30 days following the Grant Date, if any of the Options granted hereunder are in respect of non-qualified securities (within the meaning of the ITA).

5. The Options shall be exercisable only by delivery to the Corporation of a duly completed and executed notice in the form attached to this Option Agreement (the "**Exercise Notice**"), together with (a) payment of the Option Price for each Share covered by the Exercise Notice, and (b) payment of any withholding taxes as required in accordance with the terms of the Exercise Notice. Any such payment to the Corporation shall be made by certified cheque or wire transfer in readily available funds.

6. Subject to the terms of the Plan, the Options specified in an Exercise Notice shall be deemed to be exercised upon receipt by the Corporation of such written Exercise Notice, together with the payment of all amounts required to be paid by the Participant to the Corporation pursuant to paragraph 5 of this Option Agreement.

7. The Participant hereby represents and warrants (on the date of this Option Agreement and upon each exercise of Options) that:

   (a) the Participant has not received any offering memorandum, or any other documents (other than annual financial statements, interim financial statements or any other document the content of which is prescribed by statute or regulation, other than an offering memorandum) describing the business and affairs of the Corporation that has been prepared for delivery to, and review by, a prospective purchaser in order to assist it in making an investment decision in respect of the Shares;

   (b) the Participant is acquiring the Shares without the requirement for the delivery of a prospectus or offering memorandum, pursuant to an exemption under applicable securities legislation and, as a consequence, is restricted from relying upon the civil remedies otherwise available under applicable securities legislation and may not receive information that would otherwise be required to be provided to it;

   (c) the Participant has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Corporation and does not desire to utilize a registrant in connection with evaluating such merits and risks;

   (d) the Participant acknowledges that an investment in the Shares involves a high degree of risk, and represents that it understands the economic risks of such investment and is able to bear the economic risks of this investment;

   (e) the Participant acknowledges that he or she is responsible for paying any applicable taxes and withholding taxes arising from the exercise of any Options, as provided in Section 8.2 of the Plan;

   (f) this Option Agreement constitutes a legal, valid and binding obligation of the Participant, enforceable against him or her in accordance with its terms; and

   (g) the execution and delivery of this Option Agreement and the performance of the obligations of the Participant hereunder will not result in the creation or imposition of any lien, charge or encumbrance upon the Shares.

   The Participant acknowledges that the Corporation is relying upon such representations and warranties in granting the Options and issuing any Shares upon exercise thereof.

8. The Participant: (a) acknowledges and represents that the Participant fully understands and agrees to be bound by the terms and provisions of this Option Agreement and the Plan; (b) agrees and acknowledges that the Participant has received a copy of the Plan and that the terms of the Plan form part of this Option Agreement, and (c) hereby accepts these Options subject to all of the terms and provisions hereof and of the Plan. To the extent of any inconsistency between the terms of this Option Agreement and those of the Plan, the terms of the Plan shall govern. The Participant has reviewed this Option Agreement and the Plan, and has had an opportunity to obtain the advice of counsel prior to executing this Option Agreement.

9. This Option Agreement and the terms of the Plan incorporated herein (with the Exercise Notice, if the Option is exercised) constitutes the entire agreement of the Corporation and the Participant (collectively, the "**Parties**") with respect to the Options and supersedes in its entirety all prior undertakings and agreements of the Parties with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Parties. This Option Agreement and the terms of the Plan incorporated herein are to be construed in accordance with and governed by the laws of the Province of Alberta. Should any provision of this Option Agreement or the Plan be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

10. In accordance with Section 8.3(5) of the Plan, if the Options and the underlying Shares are not registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), or any state securities laws, the Options may not be exercised in the "United States" or by "U.S. Persons" (each as defined in Rule 902 of Regulation S under the U.S. Securities Act) unless an exemption from the registration requirements of the U.S. Securities Act is available. Any Shares issued to Option holders in the United States that have not been registered under the U.S. Securities Act will be deemed "restricted securities" (as defined in Rule 144(a)(3) of the U.S. Securities Act) and bear a restrictive legend to such effect.

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

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IN WITNESS WHEREOF the Corporation and the Participant have executed this Option Agreement as of ________________________, 20__.

EVERYDAY PEOPLE FINANCIAL CORP.

Per: __________________________________
Authorized Signatory

EXECUTED by ● in the presence of:	)	
	)	
____	)	
Signature	)	
	)	
____	)	____
Print Name	)	**[NAME OF PARTICIPANT]**
	)	
____	)	
Address	)	
____	)	
	)	
____	)	
Occupation	)	

Note to Plan Participants

This Agreement must be signed where indicated and returned to the Corporation within 30 days of receipt. Failure to acknowledge acceptance of this grant will result in the cancellation of your Options.

EXHIBIT "B"
TO OMNIBUS SHARE INCENTIVE PLAN OF EVERYDAY PEOPLE FINANCIAL CORP.

FORM OF OPTION EXERCISE NOTICE

TO: EVERYDAY PEOPLE FINANCIAL CORP.

This Exercise Notice is made in reference to the Omnibus Share Incentive Plan (the "**Plan**") of Everyday People Financial Corp. (the "**Corporation**").

The undersigned (the "**Participant**") holds options ("**Options**") under the Plan to purchase ● common shares of the Corporation (each, a "**Share**") at a price per Share of CAD$● (the "**Option Price**") pursuant to the terms and conditions set out in that certain option agreement between the Participant and the Corporation dated ● (the "**Option Agreement**"). The Participant confirms the representations and warranties contained in the Option Agreement.

The Participant hereby:

☐	irrevocably gives notice of the exercise of ___________ Options held by the Participant pursuant to the Option Agreement at the Option Price, for an aggregate exercise price of CAD$___________ (the "**Aggregate Option Price**"), on the terms specified in the Option Agreement and encloses herewith a certified cheque payable to the Corporation or evidence of wire transfer to the Corporation in full satisfaction of the Aggregate Option Price. The Participant acknowledges and agrees that: (i) in addition to the Aggregate Option Price, the Corporation may require the Participant to also provide the Corporation with a certified cheque or evidence of wire transfer equal to the amount of any applicable withholding taxes associated with the exercise of such Options, before the Corporation will issue any Shares to the Participant in settlement of the Options; and (ii) the Corporation shall have the sole discretion to determine the amount of any applicable withholding taxes associated with the exercise of such Options, and shall inform the Participant of such amount as soon as reasonably practicable upon receipt of this completed Exercise Notice.

Registration:

The Shares issued pursuant to this Exercise Notice are to be registered in the name of the undersigned and are to be delivered, as directed below:

Name: ____

Address: ____

__________________________ __________________________
Date Name of Participant

____
Signature of Participant

EXHIBIT "C"
TO OMNIBUS SHARE INCENTIVE PLAN OF EVERYDAY PEOPLE FINANCIAL CORP.

FORM OF SHARE UNIT AGREEMENT

This Share Unit Agreement is entered into between Everyday People Financial Corp. (the "**Corporation**") and the Participant named below, pursuant to the Corporation's Omnibus Share Incentive Plan (the "**Plan**"), a copy of which is attached hereto, and confirms that on:

1. ____________________________(the "**Grant Date**"),

2. ____________________________(the "**Participant**")

3. was granted ________________________Share Units ("**Share Units**"), in accordance with the terms of the Plan, which Share Units will vest as follows:

Number of Share Units	Time Vesting Conditions	Performance Vesting Conditions
____________________	____________________	____________________
____________________	____________________	____________________
____________________	____________________	____________________

all on the terms and subject to the conditions set out in the Plan.

4. Subject to the terms and conditions of the Plan, the performance period for any performance-based Share Units granted hereunder commences on the Grant Date and ends at the close of business on ● (the "**Performance Period**"), while the restriction period for any time-based Share Units granted hereunder commences on the Grant Date and ends at the close of business on ● (the "**Restriction Period**"). Subject to the terms and conditions of the Plan, Share Units will be redeemed and settled 15 days after the applicable Vesting Date, all in accordance with the terms of the Plan.

5. By signing this Share Unit Agreement, the Participant:

   (a) acknowledges that he or she has read and understands the Plan and agrees with the terms and conditions thereof, which terms and conditions shall be deemed to be incorporated into and form part of this Share Unit Agreement (subject to any specific variations contained in this Share Unit Agreement);

   (b) acknowledges that, subject to the vesting and other conditions and provisions in this Share Unit Agreement, each Share Unit awarded to the Participant shall entitle the Participant to receive on settlement an aggregate cash payment equal to the Market Value of a Share or, at the election of the Corporation and in its sole discretion, one Share of the Corporation. For greater certainty, no Participant shall have any right to demand to be paid in, or receive, Shares in respect of any Share Unit, and, notwithstanding any discretion exercised by the Corporation to settle any Share Unit, or portion thereof, in the form of Shares, the Corporation reserves the right to change such form of payment at any time until payment is actually made;

(c) acknowledges that he or she is responsible for paying any applicable taxes and withholding taxes arising from the vesting and redemption of any Share Unit, as determined by the Corporation in its sole discretion;

(d) agrees that a Share Unit does not carry any voting rights;

(e) acknowledges that the value of the Share Units granted herein is denominated in Canadian dollars (CAD$), and such value is not guaranteed; and

(f) recognizes that, at the sole discretion of the Corporation, the Plan can be administered by a designee of the Corporation by virtue of Section 2.2 of the Plan and any communication from or to the designee shall be deemed to be from or to the Corporation.

6. The Participant: (a) acknowledges and represents that the Participant fully understands and agrees to be bound by the terms and provisions of this Share Unit Agreement and the Plan; (b) agrees and acknowledges that the Participant has received a copy of the Plan and that the terms of the Plan form part of this Share Unit Agreement, and (c) hereby accepts these Share Units subject to all of the terms and provisions hereof and of the Plan. To the extent of any inconsistency between the terms of this Share Unit Agreement and those of the Plan, the terms of the Plan shall govern. The Participant has reviewed this Share Unit Agreement and the Plan, and has had an opportunity to obtain the advice of counsel prior to executing this Share Unit Agreement.

7. This Share Unit Agreement and the terms of the Plan incorporated herein constitutes the entire agreement of the Corporation and the Participant (collectively, the "**Parties**") with respect to the Share Units and supersedes in its entirety all prior undertakings and agreements of the Parties with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Parties. This Share Unit Agreement and the terms of the Plan incorporated herein are to be construed in accordance with and governed by the laws of the Province of Alberta. Should any provision of this Share Unit Agreement or the Plan be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

8. In accordance with Section 8.3(5) of the Plan, unless the Shares that may be issued upon the settlement of vested Share Units granted pursuant to this Share Unit Agreement are registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and any applicable state securities laws, such Shares may not be issued in the "United States" or to "U.S. Persons" (each as defined in Rule 902 of Regulation S under the U.S. Securities Act) unless an exemption from the registration requirements of the U.S. Securities Act is available. Any Shares issued to a Participant in the United States that have not been registered under the U.S. Securities Act will be deemed "restricted securities" (as defined in Rule 144(a)(3) of the U.S. Securities Act) and bear a restrictive legend to such effect.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Corporation and the Participant have executed this Share Unit Agreement as of ______________________, 20__.

EVERYDAY PEOPLE FINANCIAL CORP.

Per: ________________________________
Authorized Signatory

EXECUTED by ● in the presence of:	)	
	)	
________________________________	)	
Signature	)	
	)	
________________________________	)	________________________________
Print Name	)	**[NAME OF PARTICIPANT]**
	)	
________________________________	)	
Address	)	
________________________________	)	
	)	
________________________________	)	
Occupation	)	

Note to Plan Participants

This Agreement must be signed where indicated and returned to the Corporation within 30 days of receipt. Failure to acknowledge acceptance of this grant will result in the cancellation of your Share Units.

EXHIBIT "D"
TO OMNIBUS SHARE INCENTIVE PLAN OF EVERYDAY PEOPLE FINANCIAL CORP.

FORM OF DSU AGREEMENT

This DSU Agreement is entered into between Everyday People Financial Corp. (the "**Corporation**") and the Participant named below, pursuant to the Corporation's Omnibus Share Incentive Plan (the "**Plan**"), a copy of which is attached hereto, and confirms that on:

1. ____________________________(the "**Grant Date**"),

2. ____________________________(the "**Participant**")

3. was granted _________________deferred share units ("**DSUs**"), in accordance with the terms of the Plan.

4. The DSUs subject to this DSU Agreement [are fully vested] [will become vested as follows: _________________].

5. Subject to the terms of the Plan, the settlement of the DSUs, in cash (or, at the election of the Corporation, in Shares or a combination of cash and Shares), shall be payable to you, net of any applicable withholding taxes in accordance with the Plan, not later than December 15^{th} of the first calendar year commencing immediately after the Termination Date, provided that if you are a U.S. Taxpayer, the settlement will be as soon as administratively feasible following your Separation from Service. If the Participant is both a U.S. Taxpayer and a Canadian Participant, the settlement of the DSUs will be subject to the provisions of Section 5.4(1) of the Plan.

6. By signing this agreement, the Participant:

   (a) acknowledges that he or she has read and understands the Plan and agrees with the terms and conditions thereof, which terms and conditions shall be deemed to be incorporated into and form part of this DSU Agreement (subject to any specific variations contained in this DSU Agreement);

   (b) acknowledges that he or she is responsible for paying any applicable taxes and withholding taxes arising from the vesting and redemption of any DSU, as determined by the Corporation in its sole discretion;

   (c) agrees that a DSU does not carry any voting rights;

   (d) acknowledges that the value of the DSUs granted herein is denominated in Canadian dollars (CAD$), and such value is not guaranteed; and

   (e) recognizes that, at the sole discretion of the Corporation, the Plan can be administered by a designee of the Corporation by virtue of Section 2.2 of the Plan and any communication from or to the designee shall be deemed to be from or to the Corporation.

7. The Participant: (a) acknowledges and represents that the Participant fully understands and agrees to be bound by the terms and provisions of this DSU Agreement and the Plan; (b) agrees and acknowledges that the Participant has received a copy of the Plan and that the terms of the Plan form part of this DSU Agreement, and (c) hereby accepts these DSUs subject to all of the terms and provisions hereof and of the Plan. To the extent of any inconsistency between the terms of this

DSU Agreement and those of the Plan, the terms of the Plan shall govern. The Participant has reviewed this DSU Agreement and the Plan, and has had an opportunity to obtain the advice of counsel prior to executing this DSU Agreement.

8. This DSU Agreement and the terms of the Plan incorporated herein constitutes the entire agreement of the Corporation and the Participant (collectively, the "**Parties**") with respect to the DSUs and supersedes in its entirety all prior undertakings and agreements of the Parties with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Parties. This DSU Agreement and the terms of the Plan incorporated herein are to be construed in accordance with and governed by the laws of the Province of Alberta. Should any provision of this DSU Agreement or the Plan be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

9. In accordance with Section 8.3(5) of the Plan, unless the Shares that may be issued upon the settlement of the DSUs are registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and any applicable state securities laws, such Shares may not be issued in the "United States" or to "U.S. Persons" (each as defined in Rule 902 of Regulation S under the U.S. Securities Act) unless an exemption from the registration requirements of the U.S. Securities Act is available. Any Shares issued to a Participant in the United States that have not been registered under the U.S. Securities Act will be deemed "restricted securities" (as defined in Rule 144(a)(3) of the U.S. Securities Act) and bear a restrictive legend to such effect.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Corporation and the Participant have executed this DSU Agreement as of ____________________, 20__.

EVERYDAY PEOPLE FINANCIAL CORP.

Per: ________________________________
Authorized Signatory

EXECUTED by ● in the presence of:	)	
________________________________	)	
Signature	)	
________________________________	)	________________________________
Print Name	)	**[NAME OF PARTICIPANT]**
________________________________	)	
Address	)	
________________________________	)	
________________________________	)	
Occupation	)	

Note to Plan Participants

This Agreement must be signed where indicated and returned to the Corporation within 30 days of receipt. Failure to acknowledge acceptance of this grant will result in the cancellation of your DSUs.

SCHEDULE B
AUDIT COMMITTEE CHARTER

See attached.

MANDATE OF THE AUDIT COMMITTEE

PURPOSE

1. The Audit Committee (the "**Committee**") is appointed by the Board of Directors (the "**Board**") of Everyday People Financial Corp. (the "**Corporation**") to assist the Board in fulfilling its obligations relating to the integrity of the internal financial controls and financial reporting of the Corporation as well as the Corporation's management of enterprise risks and the implementation of policies and standards for monitoring and mitigating such risks.

COMPOSITION

2. The Committee shall be composed of three or more directors as designated by the Board from time to time.

3. The Chair of the Committee shall be designated by the Board from among the members of the Committee.

4. The members of the Committee shall meet all applicable securities laws, instruments, rules and policies and regulatory requirements (collectively "**Applicable Laws**"), including those relating to independence and financial literacy. Accordingly, each member shall be independent and financially literate within the meaning of Applicable Laws.

5. Each member of the Committee shall be appointed by, and serve at the pleasure of, the Board. The Board may fill vacancies in the Committee by appointment from among the Board.

6. The members of the Committee shall be appointed annually, at the Board's first meeting following the annual general meeting of shareholders of the Corporation, and shall serve for the ensuing year or until a successor is duly appointed by the Board or until the member's earlier death, resignation, disqualification or removal.

MEETINGS

7. The Committee shall meet at least quarterly in each financial year of the Corporation. The Committee shall meet otherwise at the discretion of the Chair or a majority of the members or as may be required by Applicable Laws.

8. A majority of the members of the Committee shall constitute a quorum.

9. At each meeting to review the interim and annual financial statements of the Corporation or when requested by a member of the Committee on an ad hoc basis, the Committee shall hold an in camera session without any senior officers present at each meeting of the Committee.

10. The time and place at which meetings of the Committee are to be held, and the procedures at such meetings, will be determined from time to time by the Chair. A meeting of the Committee may be called by notice, which may be given by written notice, telephone, facsimile, email or other communication equipment, given at least 48 hours prior to the time of the meeting, provided that no notice of a meeting shall be necessary if all of the members are present either in person or by means of conference telephone or if those absent waive notice or otherwise signify their consent to the holding of such meeting.

11. Members may participate in a meeting of the Committee by means of conference telephone or other communication equipment.

12. The Committee shall keep minutes of all meetings which shall be available for review by the Board.

13. The Committee may appoint any individual, who need not be a member, to act as the secretary at any meeting.

14. The Committee may invite such directors, senior officers and other employees of the Corporation and such other advisors and persons as is considered advisable to attend any meeting of the Committee.

15. Any matter to be determined by the Committee shall be decided by a majority of the votes cast at a meeting of the Committee called for such purpose. Any action of the Committee may also be taken by an instrument or instruments in writing signed by all of the members of the Committee (including in counterparts) and any such action shall be as effective as if it had been decided by a majority of the votes cast at a meeting of the Committee called for such purpose.

16. The Committee shall report its determinations and recommendations to the Board.

RESOURCES AND AUTHORITY

17. The Committee has the authority to:

(a) engage, at the expense of the Corporation, independent counsel and other experts or advisors as is considered advisable;

(b) determine and pay the compensation for any independent counsel and other experts and advisors retained by the Committee;

(c) communicate directly with the independent auditor of the Corporation (the "**Independent Auditor**");

(d) conduct any appropriate investigation;

(e) request the Independent Auditor, any senior officer or other employee, or outside counsel for the Corporation, to attend any meeting of the Committee or to meet with any members of, or independent counsel or other experts or advisors to, the Committee; and

(f) have unrestricted access to the books and records of the Corporation.

RESPONSIBILITIES

(a) <u>Financial Accounting, Internal Controls and Reporting Process</u>

18. The responsibilities of the Committee are:

(a) review management's report on, and assess the integrity of, the internal controls over the financial reporting of the Corporation and monitor the proper implementation of such controls;

(b) review and recommend for approval by the Board the quarterly unaudited financial statements, management's discussion and analysis ("**MD&A**") thereon and the other financial disclosure related thereto required to be reviewed by the Committee by Applicable Laws;

(c) review and report to the Board on the annual audited financial statements, the MD&A thereon and the other financial disclosure related thereto required to be reviewed by the Committee by Applicable Laws;

(d) monitor the conduct of the audit function;

(e) discuss and meet with, when considered advisable to do so and in any event no less frequently than annually, the Independent Auditor, the Chief Financial Officer (the "**CFO**") and any other senior officer or other employee which the Committee wishes to meet with, to review accounting principles, practices, judgments of management, internal controls and such other matters as the Committee considers appropriate; and

(f) review any post-audit or management letter containing the recommendations of the Independent Auditor and management's response thereto and monitor any subsequent follow-up to any identified financial reporting or audit related weaknesses.

(b) Public Disclosure

19. The Committee shall:

    (a) review the quarterly and annual financial statements, the related MD&A, quarterly and annual earnings press releases and any other public disclosure documents that are required to be reviewed by the Committee under Applicable Laws; and

    (b) review the procedures which are in place for the review of the public disclosure by the Corporation of financial information extracted or derived from the financial statements of the Corporation and periodically assess the adequacy of such procedures.

(c) Risk Management

20. The Committee should inquire of the senior officers and the Independent Auditor as to the significant risks or exposures, both internal and external, to which the Corporation is subject, and review the actions which the senior officers have taken to address such risks. In conjunction with the Corporate Governance and Nominating Committee of the Board, the Committee should annually review the directors' and officers' third-party liability insurance of the Corporation.

(d) Corporate Conduct

21. The Committee should ensure that there is an appropriate standard of corporate conduct relating to the internal controls and financial reporting of the Corporation.

22. The Committee should establish procedures for the:

    (a) receipt, retention and treatment of complaints received by the Corporation regarding accounting, internal accounting controls and auditing matters; and

    (b) confidential, anonymous submission by employees of concerns regarding questionable accounting or auditing matters.

(e) Independent Auditor

23. The Committee shall recommend to the Board, for appointment by shareholders, a firm of external auditors to act as the Independent Auditor and shall monitor the independence and performance of the Independent Auditor. The Committee shall arrange and attend, as considered appropriate and at least annually, a private meeting with the Independent Auditor and shall review and approve the remuneration of Independent Auditor.

24. The Committee should resolve any otherwise unresolved disagreements between the senior officers and the Independent Auditor regarding the internal controls or financial reporting of the Corporation.

25. The Committee should pre-approve all audit and non-audit services not prohibited by law (including Applicable Laws) to be provided by the Independent Auditor. The authority to grant pre-approvals may be delegated to one or more designated members of the Committee, whose decisions will be presented to the full Committee at its next scheduled meeting following such pre-approval.

26. The Committee should review the audit plan of the Independent Auditor, including the scope, procedures and timing of the audit.

27. The Committee should review the results of the annual audit with the Independent Auditor, including matters related to the conduct of the audit.

28. The Committee should obtain timely reports from the Independent Auditor describing critical accounting policies and practices applicable to the Corporation, the alternative treatment of information within GAAP that were discussed with the CFO, the ramifications thereof, and the Independent Auditor's preferred treatment and should review any material written communications between the Corporation and the Independent Auditor.

29. The Committee should review the fees paid by the Corporation to the Independent Auditor and any other professionals in respect of audit and non-audit services on an annual basis.

30. The Committee should review and approve the Corporation's hiring policy regarding partners, employees and former partners and employees of the present and any former Independent Auditor.

31. The Committee should monitor and assess the relationship between the senior officers and the Independent Auditor and monitor the independence and objectivity of the Independent Auditor.

(f) <u>Other Responsibilities</u>

32. The Committee should review and assess the adequacy of this mandate from time to time and at least annually and submit any proposed amendments to the Board for consideration.

33. The Committee should perform any other activities consistent with this mandate and Applicable Laws as the Committee or the Board considers advisable.

CHAIR

34. The Chair of the Committee should:

(a) provide leadership to the Committee and oversee the function of the Committee;

(b) chair meetings of the Committee, unless not present, including in camera sessions, and report to the Board following each meeting of the Committee on the activities and any recommendations and decisions of the Committee and otherwise at such times and in such manner as the Chair considers advisable;

(c) ensure that the Committee meets at least four times per financial year of the Corporation and otherwise as is considered advisable;

(d) in consultation with the Chair of the Board and the members, establish dates for holding meetings of the Committee;

(e) set the agenda for each meeting of the Committee with input from other members, the Chair of the Board, the Lead Director, if any, and any other appropriate individuals;

(f) ensure that Committee materials are available to any director upon request;

(g) act as liaison and maintain communication with the Chair of the Board, the Lead Director, if any, and the Board to co-ordinate input from the Board and to optimize the effectiveness of the Committee;

(h) report annually to the Board on the role of the Committee and the effectiveness of the Committee in contributing to the effectiveness of the Board;

(i) assist the members of the Committee to understand and comply with the responsibilities contained in this mandate;

(j) foster ethical and responsible decision making by the Committee;

(k) together with the Corporate Governance and Nominating Committee, oversee the structure, composition and membership of, and activities delegated to, the Committee from time to time;

(l) ensure appropriate information is provided to the Committee by the senior officers to enable the Committee to function effectively and comply with this mandate;

(m) ensure that appropriate resources and expertise are available to the Committee;

(n) ensure that the Committee considers whether any independent counsel or other experts or advisors retained by the Committee are appropriately qualified and independent in accordance with Applicable Laws;

(o) facilitate effective communication between the members of the Committee and the senior officers and encourage an open and frank relationship between the Committee and the Independent Auditor;

(p) attend, or arrange for another member of the Committee to attend, each meeting of the shareholders of the Corporation to respond to any questions from shareholders that may be asked of the Committee; and

(q) perform such other duties as may be delegated to the Chair by the Committee or the Board from time to time.

Approved: August 31, 2022

SCHEDULE C
SHARE PURCHASE AGREEMENT

See attached.

SHARE PURCHASE AGREEMENT

This Agreement is made as of the 11th day of March, 2026 (the "Effective Date").

BETWEEN:

EVERYDAY PEOPLE INVESTMENTS INC.
Alberta corporation number [*number redacted*],
having a registered office at [*address redacted*]

("EP Investments")

and

FINCARD FINANCIAL SERVICES INC.
Alberta corporation number [*number redacted*],
having a registered office at [*address redacted*]

("FinCard")

(each a “Party”, and collectively the "Parties")

WHEREAS:

A. EP Investments is the registered holder of all of the issued and outstanding shares in each of the subsidiary corporations (the “Subsidiaries”) set forth in Schedule “A” hereto (the “Subsidiary Shares”); and

B. FinCard wishes to purchase the Subsidiary Shares from EP Investments and EP Investments wishes to sell the Subsidiary Shares to FinCard, on and subject to the terms and conditions in this Agreement; and

C. The Parties acknowledge that the Purchase Price paid by FinCard to EP Investments pursuant this Agreement includes all right, title and interest in and to the Subsidiary Shares, as well as assumption of all rights and obligations by FinCard in and to the Assets, Business and Intellectual Property of the Subsidiaries.

THEREFORE in consideration of, and in reliance on, the premises and the representations, warranties, covenants, and agreements set forth in this Agreement, the Parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 Defined Terms. In this Agreement, the following terms shall have the following meanings:

(a) "Adjustment Value" has the meaning set out in Section 1.1(a)(i);

(b) "Affiliate" has the meaning set forth in the *Business Corporations Act*, RSA 2000, c. B-9;

(c) “Accounts Date” means April 1, 2026;

(d) "Affiliate" has the meaning set forth in the *Business Corporations Act* (Alberta);

(e) "Agreement" means this Purchase Agreement and the Schedules hereto, together with any amendments thereto;

(f) "Applicable Laws" means any applicable federal, provincial, municipal, and local laws, statutes, ordinances, by-laws, regulations, and orders, and directives, decisions and approvals of all governmental authorities, administrative agencies, or regulatory agencies as may be in effect and in any jurisdiction applicable from time to time;

(g) "Applicable Securities Laws" means, collectively, and as the context may require, the applicable securities legislation of each of the provinces and territories of Canada, and the rules, regulations, instruments, orders and policies published and/or promulgated thereunder, as such may be amended from time to time prior to the Effective Date;

(h) "Assets" means collectively:

(i) the tangible assets listed in Schedule “B”, including but not limited to any inventory, vehicles, equipment, buildings, investments, leases and licenses owned or held by the Subsidiaries;

(ii) customer or service contracts or any other Business of the Subsidiaries; and

(iii) Intellectual Property of the Subsidiaries not specifically listed in Schedule “B”;

(i) "Business" means the business of the Subsidiaries as recorded on the books and records of the Subsidiaries, including but not limited to, all customer, service or other contracts, bank accounts, accounts receivable, accounts payable, records and lists of customers, distributors, suppliers and personnel, operating records of every kind relating to the Assets, all product, business and marketing plans, sales and promotional literature, or product design manuals, plans, drawings, technical manuals or other branding relating to the Assets, as well as all records, list, ledgers, financial data, tax returns and related work papers, budgets, pricing guidelines, insurance policies, minute books, computer files and programs, data processing files and records, retrieval programs and operating data, correspondence, and other data and information, financial or otherwise, whether maintained as hard copy or stored in computer memory;

(j) "Business Day" means any day, other than a Saturday or a Sunday, on which the chartered banks in Edmonton, Alberta are open for business;

(k) “Closing” means the completion of the sale and purchase of the Subsidiary Shares by the performance of the Parties of their respective obligations pursuant to this Agreement;

(l) "Closing Date" means on or before April 01, 2026;

(m) "Closing Financial Statements" has the meaning set out in Section 2.3(a);

(n) “Constating Documents” means the certificate of incorporation and articles of incorporation of each of the Subsidiaries and any amendments thereto;

(o) "Effective Date" has the meaning set forth on the first page of this Agreement;

(p) "Employees" means any individuals employed or engaged in connection with the Business of the Subsidiaries and includes, where applicable, any proportionate share of services provided by employees of EP Investments or its Affiliates that are attributable to the operations of the Subsidiaries;

(q) "Encumbrance" means any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement, security interest of any nature, adverse claim, exception, reservation, easement, encroachment, servitude, restriction on use, right of occupation, any matter capable of registration against title, option, right of first offer or refusal or similar right, restriction on voting (in the case of any voting or equity interest), right of pre-emption or privilege or any contract to create any of the foregoing;

(r) "Governmental Entity" means: (a) any multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, ministry, bureau, agency or entity, domestic or foreign; (b) any stock exchange, including the TSX Venture; (c) any subdivision, agent, commission, board or authority of any of the foregoing; or (d) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;

(s) "IFRS" means International Financial Reporting Standards applicable as of the date of financial statements provided by the Subsidiaries;

(t) "Indebtedness" means, without duplication, all liabilities of the Subsidiaries outstanding or accrued at the Closing Date all determined in accordance with IFRS, including: (a) any indebtedness for borrowed money; (b) obligations with respect to any performance bond, letter of credit or bank overdraft, to the extent drawn, or interest rate swap, hedging or similar agreements; (c) the deferred purchase price of property or services (other than trade payables), including any holdbacks, earn-outs, vendor notes or other contingent payments that may be payable with respect to acquisitions made by The Subsidiaries; (d) lease obligations that are required to be classified as capitalized lease obligations in accordance with IFRS; (e) all Tax payables and accrued Tax liabilities; (f) government remittance payables and accruals; (g) all employee vacation accruals; (h) any severance or other similar payment obligations to employees who were terminated at any time prior to the Closing Date or who are sent or who provide a notice of termination of employment at any time prior to the Closing Date, including the employer portion of any payroll, employment, unemployment or similar Taxes payable in respect thereof; (i) any underfunding of any employee pension, benefits or other similar plans; (j) any guarantee of the type of obligations described in (a)-(i) above; (k) all accrued or unpaid expenses of the Subsidiaries that are unrelated to the Business (including personal expenses); (l) all accrued or unpaid expenses of the Subsidiaries in connection with the transactions provided for herein and any bonuses and similar compensatory payments to be paid to employees of the Subsidiaries upon and in connection with the consummation of the transactions provided for herein, (m) all accrued interest, fees, penalties, premiums, expenses, indemnities, brokerage costs or other amounts due in respect of any of the foregoing, (n) all amounts due to related parties, and (o) outstanding cheques;

(u) "Indemnified Party" means the Party being indemnified under any provision of Section 3.3;

(v) "Independent Accounting Firm" has the meaning set out in Section 2.3(a);

(w) "Intellectual Property" means all right, title, interest and benefit of the Subsidiaries in and to intellectual property of every nature, whether registered or unregistered, including, without limitation, all worldwide copy rights, patents, patent rights, trade marks, applications for any of the foregoing, trade secrets, and know-how, formulae, processes, technology, inventions, engineering and other proprietary processes, source code, object code, computer programs and other computer software, in whatever media, and data, specifications, prototypes, designs, records, drawings, calculations, domain names, web addresses, web sites, computer rights, other intellectual or industrial property and all other proprietary rights or interests including but not limited to information technology assets and equipment, computer systems, networks and hardware, together with all antecedent derivative works, of or pertaining to the Business or Assets;

(x) "Material Contract" means any agreement or contract that either:

(1) requires payment by the Subsidiaries in excess of $[*financial metric redacted*] in the aggregate per calendar year, including Employee or consultant contracts, or

(2) has any direct material effect (by license, assignment, or otherwise) on the Assets, Business or Intellectual Property;

(y) “Net Working Capital” means the current assets of the Subsidiaries consisting of accounts receivable (net of any reserves for doubtful accounts), work-in-progress, and prepaid expenses (to the extent reasonable and incurred in the ordinary course of business), less current liabilities consisting of accounts payable and accrued liabilities, determined as at the Closing Date in accordance with IFRS applied on a basis consistent with the preparation of the Financial Statements, and excluding cash, indebtedness, income taxes payable, and any amounts owing to or from related parties;

(z) "Ordinary Course of Business" means, with respect to any action taken by a Party, that such action is consistent with that Party’s past practice and custom and is taken in the ordinary course of the normal day-to-day operations of that Party;

(aa) “Person” means an individual, partnership, company or any other legal entity or Governmental Entity;

(bb) “Purchase Price" has the meaning set forth in Section 2.1;

(cc) "SEDAR+" means the System for Electronic Document Analysis and Retrieval+;

(dd) "Subsidiaries" means the subsidiaries of EP Investments set forth in Schedule “A” hereto;

(ee) "Subsidiary Shares" means all of the issued and outstanding shares collectively in the capital of the Subsidiaries;

(ff) "Target Net Working Capital" means negative $[*financial metric redacted*], based on balance sheet of December 31, 2025, collectively;

(gg) "Tax" or "Taxes" means all federal, provincial, municipal, foreign, and other taxes (including, without limitation, income taxes, sales taxes, excise taxes, value added taxes, capital taxes, property taxes, and production, severance, and similar taxes and assessments) and includes all penalties, interest, and fines with respect thereto; and

(hh) "TSX Venture" means the TSX Venture Exchange;

1.2 Singular etc. Words (including defined terms) using or importing the singular number include the plural and vice versa and words importing one gender only shall include all genders and words importing persons in this Agreement shall include individuals, partnerships, corporations and any other entities, legal or otherwise.

1.3 Headings. The headings used in this Agreement are for ease of reference only and shall not affect the meaning or the interpretation of this Agreement.

1.4 Currency. Unless otherwise specified, all references to currency, dollars, or the symbol $ refer to lawful money of Canada.

1.5 Best Knowledge. Any reference herein to "*the knowledge of EP Investments*" shall mean the actual knowledge of any of EP Investments and includes the knowledge which would have been obtained by EP Investments if they had conducted a diligent inquiry into the relevant subject matter, including due and reasonable inquiry of those persons who EP Investments should reasonably know have appropriate knowledge regarding the relevant matter.

1.6 Schedules. The following schedules attached to this Agreement shall form part of this Agreement:

Schedule “A”	Issued and Outstanding Subsidiary Shares and Percent Shareholding of each Shareholder
Schedule "B"	List of Assets, Material Contracts, Leases, Licences, Bonds, Intellectual Property, Policies of Insurance, Extra-Jurisdictional Registrations
Schedule “C”	Promissory Note
Schedule “D”	Guarantee by EAM Enterprises Inc.

ARTICLE 2 - PURCHASE PRICE

2.1 Purchase Price.

(a) The total Purchase Price for the Subsidiary Shares shall be $850,000.00 (Eight Hundred Fifty Thousand Canadian Dollars), payable pursuant to Section 2.2.

(b) The Purchase Price shall be:

(1) reduced by any amount of Indebtedness as of the Closing Date (excluding any Indebtedness which has already been included as part of the Net Working Capital calculation or that has been paid out by EP Investments on the Closing Date); and

(2) increased by an amount equal to the amount by which the Net Working Capital exceeds the Target Net Working Capital or reduced by an amount equal to the amount by which the Net Working Capital is less than the Target Net Working Capital pursuant to Section 2.3 of this Agreement.

(c) In the event FinCard becomes a publicly listed corporation on a Canadian stock exchange, or a direct subsidiary thereof, FinCard hereby undertakes to provide benefit from such transaction to the shareholders of EP Investments or its Affiliates.

2.2 Payment of Purchase Price.

(a) The Purchase Price shall be payable pursuant to the Promissory Note from FinCard to EP Investments attached hereto as Schedule "C" (the "Promissory Note"). The Promissory Note shall be guaranteed by the sole shareholder of FinCard, EAM Enterprises Inc. pursuant to the guarantee attached hereto as Schedule "D" (the "EAM Guarantee").

(b) Upon execution of the Promissory Note and EAM Guarantee, the Subsidiaries shall become 100% wholly owned subsidiaries of FinCard. All Assets, Business and Intellectual Property of the Subsidiaries shall become the exclusive property of FinCard, and FinCard shall have sole discretion as to the continued use of any existing branding.

2.3 Adjustments to Purchase Price.

(a) EP Investments shall, within 90 days following the Closing Date, cause to be prepared and delivered to FinCard a balance sheet for the Subsidiaries and a calculation of the Closing Net Working Capital and the Indebtedness (collectively, the "Closing Financial Statements").

(b) EP Investments shall make available to FinCard all applicable books, records, work papers and personnel utilized in connection with the preparation of the Closing Financial Statements. If FinCard does not deliver a written notice objecting to the Closing Financial Statements prior to the 30th day following the delivery of the Closing Financial Statements to FinCard, the Closing Financial Statements shall become binding on FinCard. In the event that FinCard and EP Investments is unable to agree on any aspect of the Closing Financial Statements, they shall use all reasonable efforts to resolve any difference between them. If they are unable to do so within 20 days of the delivery of any written notice objecting to the Closing Financial Statements by FinCard, then either FinCard or EP Investments may following such 20-day period issue a written notice of dispute to the other in which event FinCard and EP Investments shall submit the dispute to an independent accounting firm to be agreed by FinCard and EP Investments (the "Independent Accounting Firm") and the Independent Accounting Firm will be instructed to make a determination of the applicable items in dispute in conformity with this Agreement within 30 days of being appointed. FinCard and EP Investments, together with their respective accounting and legal advisors, will have an opportunity to submit evidence and argument to the Independent Accounting Firm and to respond to the other party's evidence and argument. The decision of the Independent Accounting Firm with respect to the matters in dispute shall in the absence of manifest error be final and binding on FinCard and EP Investments and shall not be subject to appeal by any party. Upon a decision of the Independent Accounting Firm with respect to all matters in dispute, such amendments shall be made to the Closing Financial Statements as may be necessary to reflect such decision. The fees and disbursements charged by the Independent Accounting Firm shall be borne equally by FinCard and EP Investments.

(c) Within 10 (Ten) Business Days of the Closing Financial Statements becoming binding on FinCard or final, as the case may be, the following adjustment to the Purchase Price shall be made based on the Closing Financial Statements:

(i) The amount to be adjusted is equal to Closing Net Working Capital less Target Net Working Capital less Indebtedness (the “Adjustment Value");

(ii) Where the Adjustment Value is greater than zero, that amount shall be added to the principal amount due to EP Investments pursuant to the Promissory Note;

(iii) Where the Adjustment Value is less than zero, that amount shall be subtracted from the principal amount due to EP Investments pursuant to the Promissory Note.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of EP Investments. EP Investments hereby represents and warrants to FinCard that:

(a) EP Investments is the current beneficial and legal owner of record of all of the Subsidiary Shares, with good title thereto, free and clear of all Encumbrances;

(b) Upon completion of the transactions contemplated by this Agreement, all of the Subsidiary Shares will be owned by FinCard as the registered and beneficial owner of record, free and clear of all Encumbrances;

(c) The Subsidiary Shares have been validly issued in compliance with Applicable Laws and are fully paid and non-assessable;

(d) There are no convertible agreements or arrangements regarding the Subsidiary Shares;

(e) There are no outstanding options, warrants, debentures or other agreements regarding the Subsidiary Shares, or alternatively, that any such agreements have been cancelled;

(f) There are no issued and outstanding shares (common or preferred) of the Subsidiaries other than as provided for in Schedule “A” to this Agreement;

(g) The Subsidiaries have not declared or paid any dividends or declared or made any other distribution on any Shares and have not, directly or indirectly, redeemed, purchased or otherwise acquired any of their respective outstanding shares of any class or agreed to do so;

(h) The Subsidiaries are duly incorporated and validly existing under the laws of Iceland, and has all necessary corporate or other power, authority and capacity to own or lease its property and assets as now owned and to carry on its business as it is now being conducted;

(i) The Subsidiaries are duly registered or otherwise authorized and qualified to do business and are in good standing in each jurisdiction in which the character of their respective properties, owned, leased, licensed or otherwise held, or the nature of their respective activities makes such qualification necessary;

(j) The Subsidiaries have complied in all material respects with all Applicable Laws applicable to the Business;

(k) The minute book of each of the Subsidiaries is complete and accurate, and contains complete and accurate minutes of all meetings of the directors of each of the Subsidiaries held since incorporation and all such meetings were properly called and held;

(l) EP Investments has the necessary power, capacity, right, and authority to enter into and deliver this Agreement and the documents required for the Closing Date to which it is a Party and to perform its obligations hereunder;

(m) All actions on the part of EP Investments necessary for the authorization, execution, and delivery of this Agreement have been taken or will be taken prior to the Closing Date, and this Agreement constitutes valid and legally binding obligations of EP Investments, enforceable in accordance with its terms;

(n) The obligations of EP Investments hereunder will not: (i) violate, conflict with or result in a breach of: (A) any contract to which it is a party or by which it is bound, or to which any of the Subsidiaries are a party or by which each is bound; or (B) any Applicable Law to which EP Investments or the Subsidiaries are subject or by which they are bound;

(o) Unless otherwise disclosed, there are no actions, suits, claims, investigations, or other legal proceedings pending or, to the knowledge of EP Investments threatened against or by EP Investments or the Subsidiaries that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement;

(p) To the knowledge of EP Investments, there has not occurred any event that would constitute a material default under any Material Contract of any of the Subsidiaries;

(q) To the knowledge of EP Investments, the Subsidiaries have not received written notice that any party to a Material Contract intends to cancel, terminate, or not renew such Material Contract;

(r) Policies of insurance are in force as of the Effective Date and will continue in effect following the Closing Date, naming the Subsidiaries as an insured that adequately cover all risks as are customarily covered in the industry in which the Subsidiaries operates;

(s) Each of the Subsidiaries have obtained any extra-jurisdictional registrations required to conduct its business as set forth in Schedule "B" hereto;

(t) As applicable, all items listed in Schedule "B" are in good standing and validly subsisting;

(u) All accounts receivable, book debts and other debts due or accruing to the Subsidiaries are bona fide and, subject to an allowance for doubtful accounts that have been reflected in the financial statements of the Subsidiaries on a basis consistent with prior periods, collectible without set-off or counterclaim;

(v) Financial statements of the Subsidiaries have been prepared consistent with prior periods, are complete and accurate in all material respects and present fairly the earnings, assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial condition of the Subsidiaries;

(w) Following the Closing Date, EP Investments shall not collect or receive any sort of agency fee, processing fee, or management fee with respect to any operations of the Subsidiaries;

(x) Any existing Indebtedness of the Subsidiaries has been paid in full, or alternatively has been deducted from the Purchase Price pursuant to Section 2.1(b)(1);

(y) Each of the Subsidiaries is not insolvent and has not made an assignment in favour of creditors or a proposal in bankruptcy to creditors, and no petition for a receiving order has been presented to any of the Subsidiaries. Each of the Subsidiaries has not initiated proceedings with respect to a compromise or arrangement with creditors or for winding up, liquidation or dissolution. No receiver or interim receiver has been appointed in respect of any of the Subsidiaries or any of their respective Assets and no execution or distress has been levied on any of their respective Assets, nor have proceedings been commenced in connection with any of the foregoing.

3.2 Representations and Warranties of FinCard. FinCard hereby represents and warrants to EP Investments that:

(a) FinCard is duly incorporated and validly existing under the laws of the Province of Alberta, and has full corporate power and authority to own its assets and conduct its business as now owned and conducted. FinCard is duly qualified to carry on business and is in good standing in each jurisdiction in which the character of its properties or the nature of its activities makes such qualification necessary, except where the failure to be so qualified will not, individually or in the aggregate, have a material adverse effect on FinCard;

(b) FinCard has the necessary power, capacity, right, and authority to enter into and deliver this Agreement and the documents required for the Closing Date to which it is a Party and to perform its obligations thereunder.

(c) All actions on the part of FinCard necessary for the authorization, execution, and delivery of this Agreement, and the performance of all obligations of FinCard hereunder have been taken or will be taken prior to the Closing Date, and this Agreement constitutes valid and legally binding obligations of FinCard, enforceable in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other Applicable Laws relating to or affecting rights of creditors generally and subject to the qualification that equitable remedies, including specific performance, are discretionary;

(d) The obligations of FinCard hereunder will not: (i) violate, conflict with or result in a breach of: (A) any contract to which it is a party or by which it is bound; or (B) any Applicable Law to which it is subject or by which it is bound; or (ii) result in the imposition of any Encumbrance upon any of its assets with the possible exception of any security required pursuant to the Promissory Note;

(e) There are no actions, suits, claims, investigations, or other legal proceedings pending or, to the knowledge of FinCard, threatened against or by FinCard that challenge, seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

3.3 Indemnity by EP Investments.

(a) EP Investments, severally and not jointly and severally, hereby indemnifies and holds harmless FinCard and its directors, officers and employees (collectively, the "Indemnified Parties") from and against all losses suffered or incurred by any Indemnified Party arising out of or relating to:

(i) any breach of any representation or warranty of EP Investments contained in this Agreement;

(ii) any liability, claim, action, demand, fine, penalty, cost or expense arising from any act, omission, event or circumstance occurring on or before the Closing Date in respect of the Business, or with respect to the Subsidiaries;

(iii) any liability of the Subsidiaries not disclosed to FinCard;

(iv) any breach by EP Investments of any covenant or obligation under this Agreement;

(v) any claim by an Employee, former Employee, contractor or worker of any of the Subsidiaries relating to periods on or before the Closing Date;

(vi) any regulatory investigation, enforcement action, fine, penalty or assessment relating to acts or omissions occurring on or before the Closing Date with respect to the Subsidiaries;

(vii) any dividend, distribution, transfer of value or other leakage to or for the benefit of EP Investments regarding any of the Subsidiaries occurring on or before the Closing Date and not expressly permitted by this Agreement; and

(viii) Except in respect of breaches of Fundamental Representations, the liability of EP Investments under this Section 3.3 shall be limited to the applicable losses.

(b) The indemnity in this Section 3.3 constitutes a separate and independent covenant, and for greater certainty, does not form part of the Representations and Warranties of EP Investments set forth in this Agreement.

(c) Amounts payable under Section 3.3 shall be paid by EP Investments within Ten (10) Business Days following written demand by FinCard, accompanied by reasonable supporting details.

(d) Without limiting any other rights or remedies available to FinCard, EP Investments may satisfy all or any portion of any amounts payable by EP Investments under this Section 3.3 by way of set-off against any amounts outstanding pursuant to the Promissory Note.

(e) Procedure for Indemnification Claims.

(i) Notice of Claims. The Indemnified Party shall promptly notify EP Investments in writing of any claim, action, suit, investigation, or proceeding (a "Claim") for which indemnification is sought under this Agreement. Failure to provide timely notice shall not relieve EP Investments of its obligations under this Section, except to the extent that EP Investments is materially prejudiced by such failure.

(ii) Defense of Claims. EP Investments shall have the right to assume the defense of any Claim with counsel of its choice, provided that (i) EP Investments acknowledges in writing its obligation to indemnify the Indemnified Party, and (ii) the Indemnified Party may participate in the defense at its own expense. If EP Investments does not assume the defense within 15 business days after receiving notice of the Claim, the Indemnified Party may defend the Claim at EP Investments' expense.

(iii) Settlement of Claims. EP Investments shall not settle any Claim without the prior written consent of the Indemnified Party, unless such settlement (i) includes a full release of the Indemnified Party, (ii) does not involve any financial or other obligation of the Indemnified Party, and (iii) does not adversely affect the Indemnified Party's reputation or business. The Indemnified Party shall cooperate fully in the defense of any Claim and may not settle any Claim without the consent of EP Investments, which consent shall not be unreasonably withheld.

(f) Exclusions from Indemnity. Notwithstanding any other provision of this Agreement, the indemnity provided by EP Investments shall not apply to any loss, liability, or damage arising out of or in connection with:

(i) any loss or liability resulting from the Indemnified Party's own willful misconduct, gross negligence, or fraudulent actions;

(ii) any losses, costs, or liabilities resulting from changes in applicable laws or regulations after the Closing Date; or

(iii) any third-party claims that are based on a breach or failure by the Indemnified Party to comply with its own obligations under this Agreement.

(g) Limitation of Liability.

(i) Cap on Indemnification. Except for indemnification arising from fraud, gross negligence, willful misconduct, or breach of Fundamental Representations, and except for claims under Section 3.3(i) (Indemnity for Tax Liabilities), the total indemnity obligations of EP Investments under this Section 3.3 shall not exceed the total Purchase Price, as adjusted pursuant to Section 3.3. This limitation shall apply cumulatively to all indemnifiable claims under this Section 3.3, regardless of the number or nature of the claims made.

(ii) Threshold for Claims. EP Investments shall not be liable for any indemnifiable loss unless the cumulative amount of such loss exceeds $[*financial metric redacted*]) (the "Threshold Amount"). Once the Threshold Amount is exceeded, EP Investments shall be liable for the full amount of the loss, including the amount below the Threshold Amount.

(h) Time Limit for Indemnification Claims.

(i) Survival Period. The indemnification obligations under this Section 3.3 shall survive for a period of 24 months from the Closing Date, except that: (A) claims arising from fraud, gross negligence, willful misconduct, or breach of Fundamental Representations shall survive indefinitely; and (B) claims related to Taxes shall survive until the expiration of the applicable statute of limitations.

(ii) Notice of Claims. Any claim for indemnification under this Agreement must be made within the applicable survival period. Claims not made within the applicable period shall be deemed waived, except for claims arising from fraud, gross negligence, willful misconduct, breach of Fundamental Representations, or Taxes.

(iii) For the purposes of this Agreement, "Fundamental Representations" means the representations and warranties set out in Sections 3.1(a), 3.1(m) and 3.1(n).

(i) Indemnity for Tax Liabilities. EP Investments shall indemnify the Indemnified Party for any Taxes, penalties, or interest assessed on or after the Closing Date relating to the period before the Closing Date, including, without limitation, taxes on income, sales, and property, except for Taxes that are reflected in the Closing Financial Statements or otherwise specifically accounted for in the calculation of Net Liabilities.

(j) Indemnity for Legal Fees and Costs. In the event that the Indemnified Party prevails in any dispute or legal action arising from a claim for indemnification under this Agreement, EP Investments shall reimburse the Indemnified Party for all reasonable legal fees and costs incurred in connection with such action, in addition to the indemnifiable losses.

(a) Indemnification by FinCard. Notwithstanding anything else stated herein, EP Investments shall be released from any and all guarantees regarding the Indebtedness, as well as indemnified with respect to any loss incurred by EP Investments with respect to this Agreement following the Closing Date. FinCard covenants and agrees to indemnify and save harmless EP Investments in respect of all actions, claims, payments, interest, taxes, costs, fees, and expenses arising from or in any way related to any guarantee by EP

Investments of the Indebtedness commencing from the Closing Date until the date upon which the last of any guarantees has been fully released and discharged, and further covenants and agrees that FinCard shall be solely responsible for all payments in respect of any Indebtedness remaining after the Closing Date which may be secured by the guarantee of EP Investments.

ARTICLE 4 -OTHER COVENANTS

4.1 Conduct of Business Prior to Closing.

(a) During the period from the Effective Date to the Closing Date, EP Investments shall cause the Subsidiaries to operate in all material respects in the Ordinary Course of Business, consistent with past practice, and in particular to:

(i) use all commercially reasonable efforts to preserve and maintain the Assets, Business and Intellectual Property in accordance with standard industry practice;

(ii) cause the Subsidiaries to carry on business in the usual, regular and Ordinary Course of Business;

(iii) not sell, lease, license, transfer, or otherwise dispose of, or agree to sell, lease, license, transfer, or otherwise dispose of, any of the Assets, Business and Intellectual Property to any third party except in the Ordinary Course of Business, ***with the exception of*** all financial services contracts regarding prepaid cards and online wallets, as well as any branding or intellectual property related to EP Investments' Financial Services Division, that will be transferred by EP Investments or its Affiliates, as applicable, to one or more of the Subsidiaries or as otherwise directed by FinCard, on or before Closing or within a reasonable time following Closing;

(iv) use all reasonable efforts to keep available the services of employees of EP Investments or its Affiliates for the Subsidiaries and subject to the Ordinary Course of Business, to maintain relations and goodwill with suppliers, customers, and others having business relations with the Subsidiaries;

(v) allow FinCard access to the following key employees of EP Investments or its Affiliates providing services to the Subsidiaries;

(vi) not make any extraordinary payments or bonuses to directors or officers of any the Subsidiaries without the prior written consent of FinCard;

(vii) make all necessary Tax, governmental, and other filings, as and when required, in the Ordinary Course of Business;

(viii) pay to Employees all wages or other entitlements in the Ordinary Course of Business, and not create any new personnel obligations or grant any salary increase to Employees;

(ix) not grant to any director or officer of any Subsidiary an increase in compensation in any form, or make any loan to any director or officer of any Subsidiary, or to EP Investments as sole shareholder of each of the Subsidiaries;

(x) not, without the prior written consent of FinCard, amend, disclaim, reject or vary any existing Material Contract, or enter into any further Material Contracts with third parties, other than contracts with customers in the Ordinary Course of Business; and

(xi) permit FinCard and its representatives, between the Effective Date and the Closing Date, to have reasonable access to any information regarding the Assets, Business and Intellectual Property.

(b) The Parties agree to use their reasonable best efforts to complete the terms of this Agreement on or before the Closing Date. Further, the Parties hereto agree to do all things as may be necessary or desirable to give effect to this Agreement, including any restructuring by mutual agreement to permit all tax advantages of the *Income Tax Act* (Canada) or other applicable Tax law to be achieved, however, each Party hereto will be responsible for their own costs in regards thereto.

(c) Prior to the Closing Date, the Subsidiaries and FinCard shall not alter or amend their respective Constating Documents as the same exist at the Effective Date, except as may be required in connection with the transactions contemplated by this Agreement.

ARTICLE 5 - CLOSING AND CONDITIONS OF CLOSING

5.1 Closing Obligations of EP Investments. Subject to the terms and conditions of this Agreement, EP Investments covenants and agrees with FinCard that at the Closing Date, EP Investments shall deliver or cause to be delivered to FinCard:

(a) copies of the securities registers of each of the Subsidiaries indicating that the Subsidiary Shares have been transferred to FinCard (or as directed by FinCard in writing);

(b) a copy of the resolution of the directors of EP Investments approving this Agreement and all transactions contemplated hereunder, including but not limited to the transfer of the Subsidiary Shares to FinCard (or as directed by FinCard in writing);

(c) a copy of the resolution of the sole shareholder of EP Investments approving this Agreement and all transactions contemplated hereunder, including but not limited to the transfer of the Subsidiary Shares to FinCard (or as directed by FinCard in writing);

(d) copies of resolutions of the directors of each of the Subsidiaries approving this Agreement and all transactions contemplated hereunder, including but not limited to the transfer of the Subsidiary Shares to FinCard (or as directed by FinCard in writing);

(e) a certificate executed by a senior officer of EP Investments that the representations and warranties it has provided in this Agreement are true on and as of the Closing Date as if made on and as of the Closing Date;

(f) copies of the constating documents, bylaws, officers, directors, and share structure of each of the Subsidiaries;

(g) evidence that all Assets and Intellectual Property of the Subsidiaries are free and clear of any liens, security interests, pledges, or encumbrances as of the Closing Date, or disclosure to FinCard of any Indebtedness against the Assets or Intellectual Property that will remain on Closing or be addressed within a reasonable time following Closing; and

(h) evidence of transfer of all contracts and intellectual property referenced in Section 4.1(a)(iii) on or before Closing, or within a reasonable time following Closing pursuant to the undertaking in Section 7.1 of this Agreement.

5.2 Closing Obligations of FinCard. Subject to the terms and conditions of this Agreement, FinCard covenants and agrees that at the Closing Date:

(a) FinCard shall execute the Promissory Note attached hereto as Schedule "C";

(b) The sole shareholder of FinCard, EAM Enterprises Inc., shall execute the Guarantee attached hereto as Schedule "D" as evidenced by the consent of EAM Enterprises Inc. following the execution block of the Parties hereto;

(c) a copy of the resolutions of the directors of FinCard approving this Agreement and all transactions contemplated hereunder;

(d) a copy of the resolutions of the directors of EAM Enterprises Inc. approving this Agreement and the Guarantee in Schedule "D" hereto; and

(e) a certificate executed by a senior officer of FinCard that the representations and warranties it has provided in this Agreement are true on and as of the Closing Date as if made on and as of the Closing Date.

5.3 Conditions Precedent For Benefit of the Parties. The obligations of both Parties to complete the transactions contemplated herein are conditional upon the following:

(a) approval by the TSX Venture of this Agreement and the transactions contemplated hereunder. The Parties hereby agree to a release of any information set forth in this Agreement or otherwise as required by the TSX Venture;

(b) that the transactions contemplated under this Agreement qualify for exemptions from the formal valuation and minority shareholder approval requirements of MI 61-101 pursuant to Sections 5.5(a) and 5.7(1)(a) thereof, on the basis that the fair market value of the Subsidiary Shares does not exceed 25% of the market capitalization of Everyday People Financial Corp., ultimate parent of the Subsidiaries.

5.4 Conditions Precedent for the Benefit of FinCard. The obligations of FinCard to complete the transactions contemplated herein are conditional upon the following:

(a) Completion of financial, legal, tax, technology, and Intellectual Property due diligence satisfactory to FinCard in its sole discretion;

(b) That there has been no material adverse change in any of the Subsidiaries from the time of execution of this Agreement to the Closing Date;

(c) Evidence that any existing indebtedness of the Subsidiaries have been paid in full, including invoices that are 30 days or more past due, or alternatively, any amount of Indebtedness that will remain at the Closing Date is deducted from the Purchase Price pursuant to Section 2.1(b);

(d) Evidence that permission for the change of control of the Subsidiaries under any agreements or licenses listed in Schedule "B" to this Agreement, including but not limited to customer contracts, service agreements, licenses and leases, has been obtained as required from the respective third parties; and

(e) As applicable, copies of all items listed in Schedule "B" hereto;

The conditions set forth in Section 5.4 are inserted for the exclusive benefit of FinCard and may be waived in whole or in part by FinCard at any time. EP Investments acknowledges that the waiver by FinCard of any condition or any part of any condition will constitute a waiver only of such condition or such part of such condition and will not constitute a waiver of any covenant, agreement, representation or warranty made by EP Investments herein that corresponds or is related to such condition or such part of such condition. If any of the conditions contained in Section 5.4 are not satisfied, fulfilled or complied with as herein provided on or before Closing, FinCard may, at its option, terminate this Agreement in accordance with Section 5.7, provided that the failure to satisfy, fulfill or comply with such condition(s) did not arise from the acts or omissions of FinCard.

5.5 Conditions Precedent For the Benefit of EP Investments. The obligations of EP Investments to complete the transactions contemplated herein are subject to the following terms and conditions, all of which must be satisfied on or before the Closing Date:

(a) the representations and warranties of FinCard set out in Article 3 herein shall be true and correct as of the Closing Date as if made on and as of the Closing Date;

(b) FinCard shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it on or before the Closing Date.

The conditions set forth in Section 5.5 are inserted for the exclusive benefit of EP Investments and may be waived in whole or in part by EP Investments at any time. FinCard acknowledges that the waiver by EP Investments of any condition or any part of any condition will constitute a waiver only of such condition or such part of such condition and will not constitute a waiver of any covenant, agreement, representation or warranty made by FinCard herein that corresponds or is related to such condition or such part of such condition. If any of the conditions contained in Section 5.5 are not satisfied, fulfilled or complied with as herein provided on or before Closing, EP Investments may, at its option, terminate this Agreement in accordance with Section 5.7, provided that the failure to satisfy, fulfill or comply with such condition(s) did not arise from the acts or omissions of EP Investments.

5.6 Taxes. Each of the Parties shall be liable for and shall pay all applicable federal and provincial sales taxes, goods and services taxes or VAT as applicable, excise taxes and all other taxes, duties and other like charges that may arise as a result of this Agreement.

5.7 Termination and Failure to Satisfy Closing Conditions. The conditions precedent set forth in Sections 5.3, 5.4 and 5.5 are true conditions precedent to the Closing Date which must be satisfied unless otherwise waived. If one or more of such conditions precedent in Sections 5.3, 5.4 or 5.5 are not satisfied on or before Closing Date, then:

(a) this Agreement shall terminate and EP Investments shall not be obligated to sell and FinCard shall not be obligated to purchase the Subsidiary Shares;

(b) the Parties shall be released from any further obligations under this Agreement and the transactions contemplated thereby; and

(c) the Parties shall immediately return all such information as they respectively may have received in connection with this Agreement and verify in writing that each of the Parties has also deleted any electronic information received.

5.8 Employees and Management.

(a) For greater certainty, no employees of EP Investments or its Affiliates are being transferred to FinCard as part of the transactions contemplated under this Agreement. All such employees shall remain employees of EP Investments or its Affiliates.

(b) To the extent FinCard utilizes the services of any employees, officers, or management of EP Investments or its Affiliates following Closing, the costs associated with such services shall be invoiced to FinCard on a monthly basis.

ARTICLE 6 -— TERMINATION

6.1 Termination. In addition to the Parties' rights to terminate this Agreement pursuant to Section 5.7, this Agreement may be terminated at any time prior to the Closing Date by the mutual written consent of the Parties hereto.

6.2 Effect of Termination. In the event of termination of this Agreement in accordance with this Article 6, in addition to the effects of termination set forth in Section 5.7, this Agreement shall forthwith become of no further force or effect, and the Parties shall be released from any further obligation to each other.

ARTICLE 7 -— GENERAL PROVISIONS

7.1 Undertakings by Parties. Each of the Parties undertakes to do all further acts and execute all additional documents reasonably required to give effect to the transactions contemplated under this Agreement following Closing, including completion of any schedule population, discharges, assignments, or transfers that may not be finalized prior to Closing, within 30 days following Closing unless otherwise extended by the Parties acting reasonably.

7.2 Confidentiality. The Parties acknowledge that all information to be disclosed by either Party in connection with this Agreement is highly sensitive, confidential and proprietary in nature. Each Party shall not disclose or use confidential information with respect to the other Party, other than in accordance with this Agreement, and the Parties shall hold all confidential information in strictest confidence, except such information and documents:

(a) reasonably demonstrated to be in the public domain, or

(b) disclosed as required by applicable laws, or

(c) that may be required to be disclosed pursuant to regulations or policies of governmental authority.

7.3 Time of the Essence. Time shall be of the essence of this Agreement.

7.4 Further Acts. Each of the Parties shall at the request of any other Party execute and deliver any further documents and do all acts and things as that Party may reasonably require in order to carry out the true intent and meaning of this Agreement.

7.5 Amendments. No amendment, supplement, modification, or waiver of this Agreement and, unless otherwise specified, no consent or approval by any Party hereto, is binding unless executed in writing by the Party to be bound thereby.

7.6 Assignment. No Party may assign this Agreement or any rights or obligations under this Agreement without the prior written consent of the other Parties, except for assignment of all or any part of this Agreement by FinCard to one or more Affiliates, of which FinCard shall provide written Notice to the other Party, but for which consent of the other Party shall not be required.

7.7 Parties of Interest. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

7.8 Governing Law. This Agreement shall be construed and governed exclusively by the laws of the Province of Alberta and the laws of Canada applicable therein.

7.9 Survival. Each Party hereby agrees that all representations, warranties, and other provisions contained in this Agreement shall survive the Closing Date.

7.10 Severability. The invalidity or unenforceability of any provision in this Agreement shall not affect the validity or enforceability of any other provision or part of this Agreement, and the Parties hereby undertake to renegotiate in good faith any such invalid or unenforceable provision, with a view to concluding valid and enforceable arrangements as nearly as possible the same as those contained in this Agreement.

7.11 Entire Agreement. The provisions contained in this Agreement constitute the entire agreement between the Parties with respect to the subject matter and supersede all prior communications proposals, representations, and agreements, whether oral or written, with respect to the subject matter of this Agreement.

7.12 Notice. All notices, demands, claims, requests, waivers, and other communications under this Agreement must be in writing and may be delivered by courier or in person, by registered mail or by electronic transmission to the following:

If to EP Investments:

Everyday People Investments Inc., Attention: Barret J. Reykdal
[*address redacted*]
Email: [*email address redacted*]

If to FinCard

FinCard Financial Services Inc., Attention: Gordon J. Reykdal
[*address redacted*]
Email: [*email address redacted*]

or to such other email address or location as may from time to time be notified in writing by the Parties. All Notices shall be deemed to have been given:

(a) if delivered by courier or personally, when delivered;

(b) if delivered by registered mail, on the third Business Day after the date mailed; or

(c) if delivered by electronic transmission, on the date sent.

7.13 Notices. The Parties shall jointly plan and co-ordinate any public notices, press releases, and other publication concerning the transactions contemplated by this Agreement, and no Party shall act in this regard without the prior approval of the other Parties, such approval not to be unreasonably withheld, except where required to meet timely disclosure obligations of any Party under Applicable Laws or stock exchange rules in circumstances where (a) prior consultation with other Parties is not practicable, and (b) a copy of such disclosure is provided to the other Parties. The Parties acknowledge that a copy of this Agreement may need to be filed under Everyday People Financial Corp.'s SEDAR+ profile at www.sedarplus.ca.

7.14 Waiver. Failure by any Party hereto to insist in any instance upon the strict performance of any one of the covenants contained herein shall not be construed as a waiver or relinquishment of such covenant. No waiver by any Party hereto of any such covenant shall be deemed to have been made unless expressed in writing and signed by the waiving Party.

7.15 Costs and Expenses. Each Party shall be liable for their own respective costs and expenses, including fees of legal counsel and other advisors, in connection with this Agreement and the transactions contemplated hereby.

7.16 Counterparts. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and shall have the same force and effect as an original and such counterparts together shall constitute one and the same instrument.

[SIGNATURE PAGE AND ACKNOWLEDGMENT BY EAM ENTERPRISES INC. TO FOLLOW]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

FINCARD FINANCIAL SERVICES INC.

Per:
/s/ Gordon Reykdal
____
Gordon J. Reykdal, Director

EVERYDAY PEOPLE INVESTMENTS INC.

Per:
/s/ Barret Reykdal
____
Barret J. Reykdal, Director

ACKNOWLEDGMENT BY EAM ENTERPRISES INC.

EAM ENTERPRISES INC. hereby consents, as of the Effective Date, to Section 5.2(b) of this Agreement and the execution of the Guarantee attached hereto as Schedule "D" on the Closing Date provided there are no amendments to this Agreement or schedules thereto prior to the Closing Date following execution by the Parties on the Effective Date.

EAM ENTERPRISES INC.

Per:
/s/ Gordon Reykdal
____
Gordon J. Reykdal, Director

SCHEDULE "A"

ISSUED AND OUTSTANDING SUBSIDIARY SHARES

Subsidiary	Jurisdiction	Issued and Outstanding Shares
Everyday People Homes Inc. (and its wholly owned subsidiary EP Homes II Inc.)	Alberta	[*number redacted*] Class "A" Common Shares
EP Travel Card Inc.	Canada	[*number redacted*] Class "A" Common Shares
Everyday People Care Inc.	Canada	[*number redacted*] Class "A" Common Shares
Everyday People Climb Credit Inc.	British Columbia	[*number redacted*] Common Shares
Everyday People Supply Chain Solutions Inc.	Alberta	[*number redacted*] Class "A" Common Shares

SCHEDULE "B"

LIST OF ASSETS, MATERIAL CONTRACTS, LEASES, LICENCES, BONDS, INTELLECTUAL PROPERTY, POLICIES OF INSURANCE AND EXTRA-JURISDICTIONAL REGISTRATIONS

Assets:

Item/Location	Details

Material Contracts:

Item/Location	Details

Leases:

Location	Details

Licences:

Location	Details

Bonds:

Item/Location	Details

Intellectual Property:

Item/Location	Details

SCHEDULE "B" Continued

Policies of Insurance:

Location	Details

Extra-Jurisdictional Registrations:

Location	Details

SCHEDULE "C"

PROMISSORY NOTE

SCHEDULE "D"

GUARANTEE OF PROMISSORY NOTE BY EAM ENTERPRISES INC.

SCHEDULE D
INTERNAL VALUATION ANALYSIS REPORT

See attached.

INTERNAL VALUATION ANALYSIS REPORT

Disposition of Non-Core Financial Services and EP Homes Business Segments to FinCard Financial Services Inc.

April 13, 2026

Prepared by:

Everyday People Financial Corp.

Prepared for:

Shareholders of Everyday People Financial Corp.

IMPORTANT NOTICE

This report has been prepared by Everyday People Financial Corp. for the purpose of supporting the evidence of value requirement under Section 7.1 of TSX Venture Exchange Policy 5.4 - Capital Structure, Escrow and Resale Restrictions of the TSX Venture Exchange, read in conjunction with Section 2.1(d) and Multilateral Instrument 61-101 – Protection of Minority Security Holders in Special Transactions ("MI 61-101") under Section 5.5(a). This report is also being provided to shareholders of the Corporation to assist them in making an informed voting decision in respect of the disposition resolution at the special meeting of shareholders, in connection with the disinterested shareholder approval required pursuant to the TSX Venture Exchange's conditional acceptance letter dated April 10, 2026 (Submission #727500). The Purchaser and all Affiliates and Associates of the Purchaser are required to abstain from voting on the relevant resolutions at the special meeting. This report does not constitute a formal independent valuation or fairness opinion prepared by a Chartered Business Valuator or other independent qualified professional. The analysis is based on the net tangible asset methodology prescribed under Section 2.1(d) of TSX Venture Exchange Policy 5.4, applied to the unaudited interim condensed consolidated financial statements of the Corporation as at March 31, 2026 and audited consolidated financial statements for the year ended December 31, 2025. All dollar amounts are expressed in Canadian dollars unless otherwise stated.

1. Executive Summary

This report has been prepared by Everyday People Financial Corp. ("EPF" or the "Corporation") to support the evidence of value requirement under Section 7.1 of Exchange Policy 5.4 - *Capital Structure, Escrow and Resale Restrictions* of the TSX Venture Exchange (the "Exchange") and Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* ("MI 61-101") under Section 5.5(a), in connection with EPF's disposition of its non-core Financial Services and EP Homes business segments to FinCard Financial Services Inc., a 100% owned subsidiary of EAM Enterprises Inc. (the "Purchaser" or "EAM") for cash consideration of $850,000 (the "Transaction").

The six subsidiary entities subject to the Transaction (collectively, the "Subsidiaries") are:

- Everyday People Homes Inc.
- EP Homes II Inc.
- EP Travel Card Inc.
- Everyday People Care Inc.
- Everyday People Climb Credit Inc.
- Everyday People Supply Chain Solutions Inc.

The applicable evidence of value methodology under Section 7.1, read in conjunction with Section 2.1(d) of Exchange Policy 5.4, requires that the consideration be supported by reference to the net tangible assets of the disposed entities, applied at 100% of the consideration threshold. The Corporation has applied this methodology as the primary basis of its analysis.

Key Conclusions

- As at March 31, 2026, the combined net tangible assets of the Subsidiaries, excluding intangible assets in accordance with Section 2.1(d), are negative at approximately $(178,780). As net tangible assets are negative, the purchase price consideration of $850,000 exceeds 100% of the net tangible asset value, satisfying the evidence of value requirement under Section 7.1 of Exchange Policy 5.4.

- Including intangible assets (for reference only), the combined net book value of the Subsidiaries is $320,112. The purchase price of $850,000 materially exceeds the combined net book value, further supporting the conclusion that the consideration is in line with the value of the Subsidiaries.

- The Subsidiaries are collectively loss-generating, non-core entities representing approximately 8.5% of consolidated revenue and 1.3% of consolidated total assets for the year ended December 31, 2025. The purchase price reflects this operating profile and the limited standalone marketability of these businesses.

- Intercompany balances between EPF and the Subsidiaries are intragroup in nature, eliminated on consolidation under *International Financial Reporting Standards* ("IFRS") 10 – *Consolidated Financial Statements*, and do not form part of the consideration. These balances are written off as a pre-closing restructuring step and have no net consolidated economic impact at the consolidated level.

2. Background and Transaction Overview

2.1 The Corporation

Everyday People Financial Corp. (TSX-V: EPF | OTCQB: EPFCF) is a publicly traded corporation headquartered in Edmonton, Alberta, Canada. EPF operates a global Revenue Cycle Management ("RCM") platform with operations in Canada and the United Kingdom, reporting approximately $60 million in 2025 annual revenue. Following the Transaction, EPF will operate exclusively as a pure-play RCM business.

2.2 The Disposed Entities

The Subsidiaries comprise EPF's Financial Services and EP Homes business operating segments, which were non-core to EPF's RCM strategy. The Financial Services segment generated revenue of $508,000 for the year ended December 31, 2025, representing 0.7% of consolidated revenue. The EP Homes segment generated revenue of $5,990,000, representing 7.9% of consolidated revenue, primarily from residential property sales under a structured bridge to homeownership program that was wound down in 2025.

2.3 The Transaction

Purchaser: FinCard Financial Services Inc. (the "Purchaser"), a 100% owned subsidiary of EAM Enterprises Inc. ("EAM"), a related party of EPF. EAM's sole shareholder is related to the Executive Chairman and Co-CEO of EPF.

Consideration: $850,000 cash.

Effective Closing Date: April 1, 2026

Internal Valuation Analysis Date: March 31, 2026 (most recent practicable date prior to closing).

Regulatory Framework: Exchange Policy 5.4, Section 7.1 read with Section 2.1(d) - Net Tangible Asset methodology at 100% threshold and MI 61-101 under Section 5.5(a).

Related Party Disclosure: The Transaction constitutes a related party transaction under MI 61-101 and non-arm's-length disposition under TSX Venture Exchange Policy 5.3 – *Acquisitions and Dispositions of Non-Cash Assets*.

Exchange Approval Status: By conditional acceptance letter dated April 10, 2026 (Submission #727500), the TSX Venture Exchange has conditionally accepted for filing the Share Purchase Agreement dated March 11, 2026 between the Issuer and the Purchaser. Final acceptance is conditional upon, among other things, receipt of disinterested shareholder approval at the upcoming special meeting of shareholders. The Purchaser and all Affiliates and Associates of the Purchaser must abstain from voting on the relevant resolutions at the special meeting. This report is being provided to shareholders in connection with that approval process, and forms part of the disclosure in the information circular for the special meeting.

2.4 Basis for the Purchase Price

The cash consideration of $850,000 was determined with reference to the approximate carrying value of the net assets of the Subsidiaries at the time the Share Purchase Agreement was executed on March 11, 2026. At that time, the consolidated net book value of the Subsidiaries, inclusive of intangible assets, was approximately $850,000.

Subsequent to the execution of the Share Purchase Agreement and upon completion of EPF's audited annual financial statements, EPF impaired the intangible assets – the HSA platform – attributable to the Financial Services and EP Homes segments. These impairments reduced the carrying value of the intangible assets as at December 31, 2025, and correspondingly reduced the net asset position of the Subsidiaries from approximately $850,000 to $320,112 (inclusive of remaining intangibles) and to $(178,780) on a net tangible asset basis. The impairments arose from management's reassessment of the recoverable amounts of the HSA technology platform and were recognized in the Corporation's audited annual consolidated financial statements for the year ended December 31, 2025.

Accordingly, the purchase price of $850,000 was set prior to, and is not reflective of, the post-SPA impairment charges. The fact that the consideration materially exceeds both the post-impairment net tangible asset value of $(178,780) and the post-impairment net asset value of $320,112 as at March 31, 2026 further supports the conclusion that the consideration is fair and reasonable in the circumstances, and that the evidence of value requirement under Section 7.1 of Exchange Policy 5.4 is satisfied.

2.5 Future Participation Rights

The Transaction structure includes provisions intended to allow Company shareholders to participate in any future economic upside of the divested Subsidiaries.

As part of the Transaction structure, the Company and the Purchaser have agreed that, should the Divested Subsidiaries be reorganized, spun out, or listed as part of a new public company in the future, the parties intend to implement mechanisms, that may allow shareholders of the Company to participate in certain economic benefits associated with such Transaction. Any such future transaction would be subject to the negotiation and execution of definitive agreements, receipt of all required regulatory approvals, including acceptance of the TSXV, and compliance with applicable securities laws.

Management believes this structure preserves long-term optionality while allowing the Company to focus on its core RCM operations. Any such participation is not part of the consideration for the Transaction and there are currently no binding agreements or arrangements in place providing for such participation. There can be no assurance that any such transaction will occur, and any future arrangement would be subject to separate structuring, regulatory approvals and, if required, shareholder approvals.

3. Internal Valuation Analysis Methodology

3.1 Prescribed Methodology – Section 2.1(d)

Section 7.1 of Exchange Policy 5.4 provides that where an Issuer is required to provide support for the value ascribed to assets being disposed of, any one of the methods set out in Sections 2.1(b), 2.1(c), 2.1(d), or 2.1(e) may be used, provided that any reference in those sections to 50% must be read as 100%.

The Corporation has applied Section 2.1(d) - Net Tangible Assets - as the primary evidence of value methodology, as it is the most appropriate method for the Subsidiaries given their nature as loss-generating, asset-based entities without a track record of positive operating cash flows sufficient to support an income-based approach.

Under Section 2.1(d), the Net Tangible Assets of the disposed entities must be equal to at least 100% of the consideration. Net Tangible Assets, as defined in Exchange Policy 5.4, excludes intangible assets. Accordingly, the analysis below is presented on a net tangible asset basis, with intangible assets shown separately for transparency and reference.

3.2 Why Other Approaches Were Not Applied

The Corporation considered but did not apply the following alternative methods:

Income Approach / Discounted Cash Flow: The Subsidiaries are collectively loss-generating and have not demonstrated a sustained positive EBITDA profile. For the year ended December 31, 2025, the Financial Services and EP Homes segments reported combined net losses before tax of approximately $3.9 million. In the absence of reliable positive cash flow projections, an income-based approach would not produce a meaningful or supportable result.

Market Comparables: The Subsidiaries operate in niche, loss-making segments (prepaid financial services, early-stage health spending accounts, and a winding-down bridge to homeownership program) for which directly comparable market transactions are not readily identifiable at a scale relevant to these entities.

Independent Fairness Opinion: An independent fairness opinion prepared by a Chartered Business Valuator was not obtained. However, the net tangible asset approach prescribed under Section 2.1(d) provides an objective and Exchange-prescribed methodology that the Corporation submits is appropriate in the circumstances, and is supplemented by the qualitative analysis set out in Section 6 of this report.

4. Net Tangible Asset Analysis

4.1 Scope and Measurement Date

The net tangible asset analysis has been prepared as at March 31, 2026, being the most recent practicable date prior to closing of the Transaction. The financial data is derived from EPF's unaudited interim condensed consolidated financial statements for each Subsidiary as at that date. Third-party assets and liabilities exclude intercompany balances between the Subsidiaries and EPF or its affiliates, which are addressed separately in Section 5.

4.2 Net Tangible Asset Table

The following table presents the third-party assets ("3P Assets"), intangible assets, third-party liabilities (3P Liabilities"), net tangible assets (excluding intangibles), and net assets (including intangibles for reference) for each Subsidiary as at March 31, 2026, expressed in Canadian dollars:

Subsidiary	3P Assets excludes Intangibles ($)	Intangible Assets ($)	3P Assets includes Intangibles ($)	3P Liabilities ($)	Net Tangible Assets ($)	Net Assets includes Intangibles ($)
EP Homes Inc.	71,868	253,916	325,784	105,513	(33,645)	220,371
EP Homes II Inc.	6,219	—	6,219	—	6,219	6,219
EP Travel Card Inc.	112,385	—	112,385	70,192	42,193	42,193
Everyday People Care Inc.	842	244,976	245,818	8,953	8,111	236,865
EP Climb Credit Inc.	1,783	—	1,783	187,356	(185,573)	(185,573)
EP Supply Chain Solutions Inc.	—	—	—	(137)	137	137
COMBINED TOTAL	**193,097**	**498,892**	**691,989**	**371,877**	**(178,780)**	**320,112**

Note: Third-party assets and liabilities exclude all intercompany balances with EPF and affiliates. Intangible assets consist of capitalized development costs recognized under International Accounting Standard ("IAS 38") - Intangible Assets and are excluded from net tangible assets in accordance with the Section 2.1(d) methodology

4.3 Intangible Assets – Nature and Composition

The intangible assets carried on the books of the Subsidiaries consist of the following:

Everyday People Care Inc. - $244,976: Capitalized development costs relating to the Health Spending Account ("HSA") technology platform, recognized as an internally generated intangible asset under IAS 38. The platform was in development phase as at the internal valuation analysis date and was not subject to amortization. The carrying value reflects costs incurred to date on the platform's development.

EP Homes Inc. - $253,916: The EP Homes trade name, previously carried as an intangible asset, was reclassified to a finite useful life of five years effective January 1, 2024, following EPF's strategic shift from the Bridge to Homeownership (“BTHO”) Program to the Borrowed Down Payment Program (“BDPP”). The trade name's net book value of $253,916 as at March 31, 2026 has been excluded from the third-party asset analysis as it is not a tangible asset.

The Corporation notes that none of these intangible assets are expected to generate meaningful standalone realization value in the hands of the Purchaser, given the early-stage nature of the platforms, the absence of material revenue, and the loss-generating profile of the Subsidiaries. Their exclusion from the Section 2.1(d) analysis is therefore consistent with both the prescribed methodology and the economic substance of the Transaction.

4.4 Consideration vs. Net Tangible Assets

The following table summarizes the evidence of value conclusion under Section 2.1(d) of Exchange Policy 5.4:

Item	Amount ($)
Cash purchase price	850,000
Net intercompany position forgiven (net liability of Subsidiaries absorbed by EPF as pre-closing restructuring)	*Nil - all intercompany balances written off prior to closing (confirmed as at March 31, 2026); not part of consideration*
TOTAL CONSIDERATION	**850,000**
Net Tangible Assets of Subsidiaries (excludes intangibles)	(178,780)
Net Assets of Subsidiaries (includes intangibles, for reference)	*320,112*
Consideration as % of Net Tangible Assets (“NTA”)	**Exceeds 100% (NTA is negative)**

As the combined net tangible assets of the Subsidiaries are negative at approximately $(178,780), the purchase price consideration of $850,000 necessarily and materially exceeds 100% of the net tangible asset value. The evidence of value requirement under Section 7.1 of Exchange Policy 5.4, read with Section 2.1(d), is therefore satisfied.

For completeness, if intangible assets are included in the analysis, the combined net assets of the Subsidiaries are $320,112. The purchase price of $850,000 materially exceeds this figure, further supporting the conclusion that the consideration is in line with the value of the Subsidiaries.

5. Intercompany Balances

5.1 Nature and Origin

The Subsidiaries carried significant intercompany balances with EPF and its affiliates, arising from the transfer of operating funds between EPF and its wholly owned subsidiaries to fund day-to-day operating expenses over the life of each Subsidiary. These are not independently negotiated, arm's length commercial obligations, and did not reflect economic value attributable to any third party. They were intragroup cash management balances arising in the ordinary course of a parent-subsidiary relationship.

5.2 Consolidated Treatment

As the Subsidiaries are 100% wholly owned by EPF, all intercompany balances are eliminated in full upon consolidation in accordance with IFRS 10 - *Consolidated Financial Statements*. These balances carry no net consolidated economic impact on EPF's consolidated statement of financial position and are not visible in EPF's audited consolidated financial statements. From the perspective of EPF's shareholders, whose interests the evidence of value requirement is designed to protect, these balances have no consolidated economic substance.

5.3 Pre-Closing Write-Off

The intercompany balances are written off by EPF as a pre-closing intragroup restructuring step, as confirmed by the March 31, 2026 balance sheets which show nil intercompany balances for all entities. At closing, the Subsidiaries’ balance sheets are clear of all intercompany balances. The Purchaser therefore acquires the Subsidiaries free of any intercompany encumbrances intragroup restructuring step. At the point of closing, the Subsidiaries' balance sheets are clear of all intercompany balances, and the Purchaser acquires entities with third-party assets and liabilities only. The pre-closing write-off does not affect EPF's consolidated financial statements beyond what is already captured in the gain or loss on disposal of the Subsidiaries, as these balances are eliminated on consolidation both before and after the write-off.

5.4 Gross and Net Intercompany Position

As at the internal valuation analysis date of March 31, 2026, all intercompany balances between EPF and the Subsidiaries have been fully written off as part of the pre-closing restructuring. The intercompany balances as at February 28, 2026 (the prior measurement date) totalled $43,447,703 gross payable and $33,722,410 gross receivable, resulting in a net amount owed by the Subsidiaries to EPF of $9,725,293. These balances have been eliminated in full prior to closing, as confirmed by the March 31, 2026 balance sheets which show nil intercompany receivable and payable balances for all Subsidiaries.

5.5 Why Intercompany Balances Do Not Form Part of the Consideration

The Corporation submits that the intercompany balances should not be included in the consideration for the following reasons:

- The balances are intragroup in nature and eliminated on consolidation under IFRS 10. Including balances that have no consolidated economic substance in the consideration would be inconsistent with the purpose of the evidence of value requirement.

- The balances are written off as a pre-closing restructuring step, not as consideration flowing from the Transaction. The Purchaser does not assume or receive any benefit from the intercompany payables as these are forgiven by EPF before closing.
- The purchase price of $850,000 was determined by reference to the third-party net asset value of the Subsidiaries, which is the economically meaningful measure of value from a consolidated perspective.
- Including gross intercompany payables without netting the corresponding gross intercompany receivables would produce a misleading result. On a net basis, the Subsidiaries owe EPF $nil, but this net liability is an intragroup operational balance that is eliminated on consolidation and has no economic substance at the EPF consolidated level. Its forgiveness as part of a pre-closing restructuring does not alter EPF's consolidated net asset position in a manner that constitutes consideration for the Transaction.

6. Qualitative Support for the Consideration

6.1 Operating Performance of the Subsidiaries

The Subsidiaries are collectively loss-generating. For the year ended December 31, 2025, based on EPF's audited consolidated financial statements:

- The Financial Services segment reported a net loss before tax of $3,646,000.
- The EP Homes segment reported a net loss before tax of $215,000.
- Combined net losses before tax of the divested segments totalled $3,861,000.
- The Subsidiaries have been sustained primarily through intercompany funding from EPF, with no segment demonstrating a path to near-term profitability at the time of disposition.

The absence of positive earnings capacity supports the conclusion that no meaningful premium to net tangible asset value would be realizable in a hypothetical arm's length transaction, and that the purchase price of $850,000 is reasonable in the circumstances.

6.2 Relative Size of Divested Operations

The Subsidiaries represent a minor portion of EPF's consolidated operations on all relevant metrics, as set out in the following table based on EPF's audited consolidated financial statements for the year ended December 31, 2025:

Segment	Revenue December 31, 2025 ($000s)	% of Total	Total Assets December 31, 2025 ($000s)	% of Total
Financial Services (divested)	508	0.7%	412	Exceeds 100% (NTA is negative; purchase price also materially exceeds net assets included intangibles of $320,112)
EP Homes (divested)	5,990	7.9%	382	0.6%
Total Divested	**6,498**	**8.5%**	**794**	**1.3%**
Revenue Cycle Management (core operations retained)	69,677	91.5%	59,683	98.6%
Total Consolidated	**76,175**	**100.0%**	**60,477**	**100.0%**

The retained RCM business comprising of BPO Collections Limited, General Credit Services Inc., Groupe Solution Collect Solu Inc., Everyday People Financial Solutions Limited, CCS Group Holdings Limited, and ACT Credit Management Limited, represents the substantial majority of EPF's consolidated operations on all metrics.

6.3 Strategic Context

The disposition of the Subsidiaries is part of EPF's strategic refocusing on its core RCM business. The Subsidiaries are non-core, have not been the subject of external investment interest or a competitive sale process, and have been operationally sustained through EPF's consolidated resources. In these circumstances, net tangible asset value provides a reasonable ceiling on realizable standalone value, and the purchase price of $850,000 reflects this assessment.

6.4 Financing and Banking Implications of the Divestiture

The divestiture of the Financial Services and EP Homes segments provides a meaningful operational and structural benefit to EPF beyond the immediate accounting considerations. Prior to the Transaction, the presence of these segments within EPF's consolidated corporate structure created complexity that proved to be an obstacle in EPF's efforts to secure financing and establish banking relationships. Lenders and banking partners evaluating EPF were required to underwrite a business that combined fee-for-service RCM operations with residential real estate inventory, prepaid financial products, and early-stage technology platforms — segments with materially different risk profiles, cash flow characteristics, and regulatory considerations. This complexity made it difficult for prospective financing partners to assess EPF's creditworthiness and operating performance on a consolidated basis, and in certain instances was cited as a factor in financing discussions.

Following the Transaction, EPF operates as a pure-play RCM business with a straightforward, fee-for-service revenue model generating recurring commission and fixed-rate collection income from blue-chip corporate clients across Canada and the United Kingdom. The operating cash flow and earnings profile of the continuing business are more predictable and transparent, with revenue directly tied to collection performance rather than asset sales, product usage, or development-stage platform outcomes. This simplified business model is expected to meaningfully improve EPF's profile with lenders and banking partners, facilitating access to credit facilities, operating lines, and acquisition financing on more favourable terms as EPF continues to execute its RCM growth strategy.

6.5 AnyDay/Everyday Tips Program — XTM CCAA Proceedings and EPF's Ongoing Role

For clarity, the AnyDay/Everyday tips program operated through XTM Inc. does not form part of the Transaction and is not among the Subsidiaries being divested to FinCard Financial Services Inc. Following closing, EPF retains its role in connection with the AnyDay/Everyday platform under the Management Services Agreement entered into directly with XTM Inc. on February 27, 2026. XTM and EP Payments are currently operating under protection of the Companies' Creditors Arrangement Act ("CCAA"), and EPF continues to act as Assistant to the court-appointed Monitor in that capacity. EPF's obligations and role under the CCAA remain ongoing and unaffected by the Transaction.

6.6 Independent Board Approval

The Transaction was reviewed and approved by the independent directors of EPF (the "Independent Directors"), with all interested directors abstaining themselves from deliberations and voting in respect of the Transaction. The Independent Directors' review encompassed all material aspects of the Transaction, including the terms and conditions of the Share Purchase Agreement, the net asset position of the Subsidiaries, the Corporation's internal valuation analysis, and the treatment of intercompany balances as part of the pre-closing restructuring.

In determining whether to approve the Transaction and whether the exemption under Section 5.5(a) of MI 61-101 was available, the Independent Directors had regard to the net tangible asset position of the Subsidiaries as set out in the internal valuation analysis, the Subsidiaries' historical operating performance and collective loss-generating profile, the financial and strategic implications of the alternatives to disposition, and the treatment of intercompany balances as a pre-closing intragroup restructuring step. To the extent that certain fair market values were not readily determinable, the Independent Directors exercised their business judgment in good faith, having regard to all circumstances and information available to them. The Corporation is relying on the exemption from the formal valuation requirement pursuant to MI 61-101 Section 5.5(a) on the basis that neither the fair market value of the subject matter of the Transaction nor the consideration to be received by the Corporation exceeds 25% of the Corporation's market capitalization. As a result, no formal valuation has been prepared in connection with the Transaction.

Based on the foregoing, the Independent Directors concluded that the Transaction is in the best interests of the Corporation and its shareholders, and determined that the consideration of $850,000 is fair and reasonable in the circumstances.

7. Conclusion

Based on the analysis set out in this report, the Corporation concludes as follows:

- The combined net tangible assets of the Subsidiaries, measured in accordance with Section 2.1(d) of Exchange Policy 5.4, are negative at approximately $(178,780) as at March 31, 2026. The purchase price consideration of $850,000 materially exceeds 100% of the net tangible asset value of the Subsidiaries, satisfying the evidence of value requirement under Section 7.1 of Exchange Policy 5.4.
- Including intangible assets for reference, the combined net book value of the Subsidiaries is $320,112. The purchase price of $850,000 materially exceeds this figure, further supporting the conclusion that the consideration is in line with the value of the Subsidiaries.
- The intercompany balances between EPF and the Subsidiaries are intragroup in nature, eliminated on consolidation, and do not form part of the consideration. These balances are written off as a pre-closing restructuring step with no net consolidated economic impact.
- The Subsidiaries are collectively loss-generating, non-core entities. The purchase price reflects the limited standalone marketability and earnings capacity of these businesses.
- The Transaction does not constitute a sale of more than 50% of EPF's operating business, with the divested Subsidiaries representing approximately 8.5% of consolidated revenue and 1.3% of consolidated total assets based on EPF's audited financial statements for the year ended December 31, 2025.
- The total consideration of $850,000 for the Divested Subsidiaries is well below the 25% market capitalization threshold prescribed under MI 61-101 for purposes of the exemption under Section 5.5(a).

CERTIFICATION

This report has been prepared by the Corporation in good faith, with oversight from its independent directors, and to the best of the Corporation's knowledge and belief, based on information available as at the internal valuation analysis date of March 31, 2026. The Corporation confirms that the financial data contained herein has been derived from the Corporation's unaudited interim condensed consolidated financial statements for the period ending March 31, 2026 and audited consolidated financial statements for the year ended December 31, 2025, and that the analysis has been prepared in accordance with the net tangible asset methodology prescribed under Section 2.1(d) of Exchange Policy 5.4.